

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, February 23, 2015
City Hall, Council Chambers
Meeting No. 04-15

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Mayor's Address on Protocol:

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

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of February 9, 2015 City Council Workshop Minutes
2. Approval of February 9, 2015 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Approval of Resolution Awarding 2014 Maplewood Heritage Award
2. Approval of Resolution of Appreciation for Mary Jackson, Accounting Technician for 18+ Years of Service with the City of Maplewood
3. Approval of Resolution of Appreciation for Connie Kelsey, Payroll Coordinator for 33 Years of Service with the City of Maplewood
4. Approval of Resolution of Appreciation for Beth Ulrich
5. Approval of Resolution of Appreciation for Gary Klonecz
6. Oath of Office for Police Officers Andrew Zappa and Pam Vang – No Report

G. CONSENT AGENDA – *Items on the Consent Agenda are considered routine and non-controversial and are approved by one motion of the council. If a councilmember requests additional information or wants to make a comment regarding an item, the vote should be held until the questions or comments are made then the single vote should be taken. If a councilmember objects to an item it should be removed and acted upon as a separate item.*

1. Approval of Claims
2. Approval of Resolution Approving Final Payment and Acceptance of Project, 2012 Mill and Overlay Improvements, City Project 11-15
3. Approval of Resolution Authorizing Expenditures for Beebe-Sterling Street Improvements, City Project 13-10
4. Approval of Work Order Agreement 12A, County Road B Trail and Safety Improvements, City Project 14-02
5. Approval to Enter Into Agreement with CivicPlus for a Redesign of the City Website
6. Approval of Resolution Supporting Disposal of Old Office Furniture
7. Approval of Resolution Accepting State Aid Advancement

H. PUBLIC HEARINGS

1. Approval of an Ordinance Amendment for Senior Housing Unit-Size Requirements – Second Reading

I. UNFINISHED BUSINESS

1. Gladstone Improvements Phase 2, City Project 14-01
 - a) Approval of Resolution Approving Plans and Specifications and Advertising for Bids
 - b) Approval of Utility Burial Agreement with Xcel Energy
2. County Road B Trail and Safety Improvements, City Project 14-02
 - a) Approval of Resolution Approving Plans and Specifications and Advertising for Bids
 - b) Approval of Cooperative Agreement (PW 2015-01) with Ramsey County
 - c) Approval of Resolution for No Parking Along County Road B
 - d) Approval of Resolution Approving Project Budget

J. NEW BUSINESS

1. Approval of Liquor License Manager for Cub Discount Liquor, Christopher K. Bengston
2. Approval of Liquor License Manager for Rainbow Foods, Paula A. Thoreson
3. Approval of Liquor License Manager for Maddie's Liquor, Akberali Punjwani
4. Approval of a Temporary Lawful Gambling Permit for Church of St. Pascal Bayon
5. Approval to Enter into Contracts with Muska Electric, Aqua Logic, and Swanson & Youngdale for MCC Improvements
6. Approval of July 4th Light it Up Event
 - a) Approval of Pyrotechnic Display Contract
 - b) Approval of Resolution of Support
7. Approval of a Transfer Agreement with Comcast and Midwest Cable/Greatland Connections and Approval of a Resolution Conditionally Granting the Consent to the Transfer of Control of the Cable Television Franchisee and Cable Television System From Comcast to Greatland Connections

K. AWARD OF BIDS

None

L. VISITOR PRESENTATIONS – All presentations have a limit of 3 minutes.

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update

N. COUNCIL PRESENTATIONS

O. ADJOURNMENT

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:30 P.M. Monday, February 9, 2015
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:35 p.m. by Mayor Slawik.

B. ROLL CALL

Nora Slawik, Mayor	Present
Marylee Abrams, Councilmember	Present
Robert Cardinal, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Abrams moved to approve the agenda as submitted.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS**1. Update on Franchise Fee Consideration to Fund Street Repairs**

Public Works Director/City Engineer Thompson gave the staff presentation and answered questions of the council. Councilmember Abrams requested staff to put together a tax/franchise fee comparison chart on how Maplewood compares to other similar cities. Finance Director Bauman and City Manager Colman gave additional information about the tax/franchise fee comparison chart indicating that it is difficult to compare “apples to apples” since different entities provide different services but they would attempt to pull some information together for council review.

Mayor Slawik added the following to the agenda – Visit from Shop, Ship & Share.

Mayor Slawik introduced Bishop Dan Williams, Fourth District Commander for the American Legion Department of Minnesota and the leader behind Shop, Ship & Share. Mr. Williams addressed the council and presented Mayor Slawik and Police Chief Paul Schnell with a Certificate of Appreciation.

Mr. Williams then gave information about the 2015 Shop, Ship & Share program and thanked council for their support and participation in the 2014 event.

2. Mind Mixer Demonstration

IT Director Fowlds showed two short videos that gave a quick overview of Mind Mixer and showed the City of Richfield's Mind Mixer site; he then gave additional information on the project and answered questions of the council.

3. Human Rights Commission Discussion

Citizen Services Director/City Clerk Haag presented the staff report and answered questions of the council. Police Chief Schnell answered questions of the council.

F. ADJOURNMENT

Mayor Slawik adjourned the meeting at 6:58 p.m.

DRAFT

Councilmember Juenemann moved to approve the Resolution accepting a \$2,500 donation from Schmelz Countryside Volkswagen and authorize for the establishment of a donation fund to be used for public safety prevention and intervention initiatives.

Resolution 15-2-1168
EXPRESSING ACCEPTANCE OF AND APPRECIATION OF
A DONATION TO THE MAPLEWOOD POLICE DEPARTMENT

WHEREAS, Schmelz Countryside Volkswagen has presented to the Maplewood Police Department a donation in the amount of \$2,500; and

WHEREAS, this donation is intended for the purpose of youth and senior citizen prevention programming; and

WHEREAS, the Maplewood City Council is appreciative of the donation and commends John Schmelz and Schmelz Countryside Volkswagen for their civic efforts,

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

1. The donation is accepted and acknowledged with gratitude; and
2. The donation will be appropriated for the Police Department as designated; and
3. The appropriate budget adjustments be made.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

5. Approval of Resolution Adopting Ambulance Rates for 2015

Councilmember Juenemann moved to approve the Resolution adopting ambulance rates for 2015.

Resolution 15-2-1169
ADOPTION OF THE 2015 AMBULANCE RATES

WHEREAS, the City of Maplewood has established ambulance rates, and

WHEREAS, city staff has reviewed the ambulance rates.

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

1. The updated ambulance rates with a 0% increase and an added 15% surcharge on non-resident runs shall become effective beginning February 10, 2015, with rates set as follows:

Councilmember Juenemann moved to approve the Finance Director make the entries necessary to account for the transfer of \$98,700 from the Legacy Village Tax Abatement District Fund (431) to the G.O. Refunding Tax Abatement Bond, Series 2014B Fund (370).

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

H. PUBLIC HEARING

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. **Approval of New Liquor License Manager for Chipotle Mexican Grill, Armando Abla, Jr.**

City Clerk Haag gave the staff report and introduced Armando Abla, Jr. from Chipotle Mexican Grill. Armando Abla, Jr. addressed and answered questions of the council.

Councilmember Cardinal moved to approve Armando Alba, Jr. as the new liquor license manager for Chipotle Mexican Grill, 2303 White Bear Avenue.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. **Approval of New Liquor License Manager for SuperAmerica, Rebecca L. Griglak**

City Clerk Haag gave the staff report and introduced Rebecca L. Griglak from SuperAmerica. Rebecca Griglak addressed and answered questions of the council.

Councilmember Cardinal moved to approve Rebecca L. Griglak as the new liquor license manager for SuperAmerica, 11 Century Avenue South.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

3. **Approval of New Liquor License Manager for Maddie's Liquor, Akberali Punjwani**

Akberali Punjwani was not present for the meeting.

Councilmember Juenemann moved to table the approval of the new liquor license

manager for Maddie's Liquor, 1690 McKnight Road N.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

K. AWARD OF BIDS

None

L. VISITOR PRESENTATION

None

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update

City Manager Coleman gave the update to the council calendar.

N. COUNCIL PRESENTATIONS

1. Retirements

Councilmember Juenemann acknowledged the retirement of Joanne Svendsen who retired last October after working over 41 years in Public Safety; and Tom Ekstrand who retired at the end of 2014 after working 38 years in the Planning Department.

2. Ramsey County Dispatch Policy

Councilmember Juenemann provided information on the last Ramsey County Dispatch Policy meeting she attended the end of January 2015.

3. Civic Engagement & Heart Safe Program

Councilmember Abrams reported on a Civic Engagement meeting she attended with Mayor Slawik and City Manager Coleman.

4. Cable Commission

Councilmember Abrams reported on the Cable Commission meeting she attended last meeting in January 2015.

5. Banker of the Year

Councilmember Cardinal recognized Don Regan from Premier Bank for receiving the 2015 Banker of the Year Award sponsored by Bell Bank & Trust.

6. White Bear Avenue

Councilmember Cardinal reported on the poor road condition on White Bear Avenue

from Frost Avenue to Cope Avenue and requested staff to encourage Ramsey County to repair the cracks as soon as possible.

7. Regional Council of Mayors

Mayor Slawik reported on the Regional Council of Mayors meeting she attended earlier in the day.

8. League of Minnesota Cities Community Engagement

Mayor Slawik reported on the LMC Community Engagement meeting that she attended with Councilmember Abrams and City Manager Coleman.

O. ADJOURNMENT

Mayor Slawik adjourned the meeting at 7:45 p.m.

DRAFT

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director
Ginny Gaynor, Natural Resources Coordinator

SUBJECT: Approval of Resolution Awarding 2014 Maplewood Heritage Award

DATE: February 23, 2015

Introduction

The Maplewood Heritage Award is an annual award recognizing an individual who has positively influenced our City's past or strengthened the preservation of Maplewood history. The Heritage Preservation Commission nominated and selected Carolyn Peterson for the annual Maplewood Heritage Award for 2014.

Recommendation

Approve the attached resolution for the 2014 Maplewood Heritage Award to Carolyn Peterson.

Attachment

1. Resolution Awarding 2014 Maplewood Heritage Award

**RESOLUTION AWARDING THE
2014 MAPLEWOOD HERITAGE AWARD TO CAROLYN PETERSON**

WHEREAS, Carolyn Peterson has been a member of the Maplewood Area Historical Society for several years, and served as Vice President of the Society from 2009-2010; and

WHEREAS, during her time with the Maplewood Area Historical Society, Carolyn Peterson served as co-chair for the Friends of the Bruentrup Farm Committee, working tirelessly to secure funding and helping to preserve the Bruentrup Heritage Farm buildings; and

WHEREAS, Carolyn Peterson was an advocate for the preservation of open space in Maplewood in the late 1980's and the 1990's and served on the City's Open Space Committee. Her work with others helped lead to the passage of a bonding referendum for open space acquisition, and today over 300 acres of natural lands are part of the city's Neighborhood Preserve system, a legacy that showcases examples of Maplewood's historic landscapes; and

WHEREAS, Carolyn Peterson served on the Maplewood Parks and Recreation Commission from 1993 to 2011, and during her tenure was especially effective in ensuring ongoing protection and management for the Neighborhood Preserves; and

WHEREAS, in recent years Carolyn Peterson advocated for acquisition and preservation of the Fish Creek Open Space, an important archeological site in Maplewood, meeting with residents, city officials and legislators, resulting in acquisition and protection of the Fish Creek site; and

WHEREAS, the Heritage Preservation Commission has appreciated her experience, hard work, and perseverance; and

WHEREAS, Carolyn Peterson has freely given of her wisdom, time and energy, without compensation, for the betterment of the City of Maplewood; and

WHEREAS, Carolyn Peterson has shown dedication and has consistently contributed her leadership and effort for the benefit of the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED for and on behalf of the City of Maplewood, Minnesota and its citizens that Carolyn Peterson is hereby extended the Maplewood Heritage Award. The Maplewood Heritage Award is an annual award recognizing an individual who has positively influenced our City's past or strengthened the preservation of Maplewood history.

Passed by the Maplewood City Council on February 23, 2015.

Nora Slawik, Mayor

Passed by the Maplewood Heritage Preservation Commission on January 8, 2015.

Peter Boulay, Chairperson

Attest: _____
Karen Guilfoile, City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: February 12, 2015
SUBJECT: Approval of Resolution of Appreciation for Mary Jackson

Introduction

Mary Jackson will be retiring from her position as Accounting Technician at the end of March 2015. The Finance Department would like to acknowledge Ms. Jackson's 18 plus years of service with the City of Maplewood with the adoption of the attached Resolution of Appreciation.

Background

Ms. Jackson began her employment with the City back in July 1996. Over her many years of service, Ms. Jackson has worked for the Police, Community Development and Finance Departments.

Budget Impact

None.

Recommendation

It is recommended that the City Council approve the attached Resolution of Appreciation for Mary Jackson for her 18 plus years of service with the City of Maplewood.

Attachments

1. Resolution of Appreciation

**CITY OF MAPLEWOOD
RESOLUTION OF APPRECIATION**

WHEREAS, *Mary Jackson has been an employee of the City of Maplewood for over 18 years, beginning her employment back in July 1996, and has served faithfully in that capacity; and*

WHEREAS, *the City of Maplewood has appreciated her experience, insights, good judgment and hard work within the Police, Community Development and Finance Departments; and*

WHEREAS, *Mary Jackson has given of her knowledge, skills and abilities during her service with the City; and*

WHEREAS, *Mary Jackson has shown dedication to her duties and has consistently contributed her skills and efforts for the benefit of the City and its citizens.*

NOW, THEREFORE, IT IS HEREBY RESOLVED *for and on behalf of the City of Maplewood, Minnesota, and its citizens that Mary Jackson is hereby extended our gratitude and appreciation for over 18 years of dedicated service.*

Passed by the Maplewood City Council on February 23, 2015.

Nora Slawik, Mayor

Attest:

Karen Haag, City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: February 12, 2015
SUBJECT: Approval of Resolution of Appreciation for Connie Kelsey

Introduction

Connie Kelsey will be retiring from her position as Payroll Coordinator at the end of February 2015. The Finance Department would like to acknowledge Ms. Kelsey's 33 years of service with the City of Maplewood with the adoption of the attached Resolution of Appreciation.

Background

Ms. Kelsey began her employment with the City back in February 1982. Over her many years of service, Ms. Kelsey has worked for the City Clerk, Public Works and Finance Departments.

Budget Impact

None.

Recommendation

It is recommended that the City Council approve the attached Resolution of Appreciation for Connie Kelsey for her 33 years of service with the City of Maplewood.

Attachments

1. Resolution of Appreciation

**CITY OF MAPLEWOOD
RESOLUTION OF APPRECIATION**

WHEREAS, *Connie Kelsey has been an employee of the City of Maplewood for 33 years, beginning her employment back in February 1982, and has served faithfully in that capacity; and*

WHEREAS, *the City of Maplewood has appreciated her experience, insights, good judgment and hard work within the City Clerk, Public Works and Finance Departments; and*

WHEREAS, *Connie Kelsey has given of her knowledge, skills and abilities during her service with the City; and*

WHEREAS, *Connie Kelsey has shown dedication to her duties and has consistently contributed her skills and efforts for the benefit of the City and its citizens.*

NOW, THEREFORE, IT IS HEREBY RESOLVED *for and on behalf of the City of Maplewood, Minnesota, and its citizens that Connie Kelsey is hereby extended our gratitude and appreciation for her 33 years of dedicated service.*

Passed by the Maplewood City Council on February 23, 2015.

Nora Slawik, Mayor

Attest:

Karen Haag, City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Michael Martin, AICP, Planner
DATE: February 17, 2015
SUBJECT: Approval of Resolution of Appreciation for Beth Ulrich

Introduction

Beth Ulrich recently decided to not seek reappointment as a member of the Maplewood Housing and Economic Development Commission (HEDC). Ms Ulrich served on both the city's housing and redevelopment authority (HRA) and the business and economic development commission (BEDC) which both existed until the city council merged the two groups in 2012 to form the HEDC. The city council appointed Ms. Ulrich to the HRA on May 22, 2000 and to the BEDC as an inaugural member on March 1, 2010.

Commission Review

November 12, 2014: The HEDC reviewed this resolution and recommended approval.

Budget Impact

None

Recommendation

Approve a resolution of appreciation for Commissioner Ulrich.

Attachment

1. Resolution of Appreciation for Beth Ulrich

RESOLUTION OF APPRECIATION

WHEREAS, Beth Ulrich has been a member of the Maplewood Housing and Economic Development Commission since December 10, 2012 and has served faithfully in that capacity to the present time; and

WHEREAS, Ms. Ulrich was also a member of the Housing and Redevelopment Authority since May 22, 2000 and the Business and Economic Development Commission since March 1, 2010; and

WHEREAS, the Housing and Economic Development Commission has appreciated Ms. Ulrich's experience, insights and good judgment; and

WHEREAS, Ms. Ulrich has freely given of her time and energy, without compensation, for the betterment of the City of Maplewood; and

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

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

***Passed by the Maplewood
City Council on _____, 2015***

Nora Slawik, Mayor

***Passed by the Maplewood
Housing and Economic Development Commission
On November 12, 2014***

Warren Wessel, Chairperson

Attest:

Karen Haag, City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Michael Martin, AICP, Planner
DATE: February 17, 2015
SUBJECT: Approval of Resolution of Appreciation for Gary Kloncz

Introduction

Gary Kloncz recently decided to not seek reappointment as a member of the Maplewood Housing and Economic Development Commission (HEDC). The city council appointed Mr. Kloncz to the HEDC on December 12, 2011.

Commission Review

November 12, 2014: The HEDC reviewed this resolution and recommended approval.

Budget Impact

None

Recommendation

Approve a resolution of appreciation for Commissioner Kloncz.

Attachment

1. Resolution of Appreciation for Gary Kloncz

RESOLUTION OF APPRECIATION

WHEREAS, Gary Kloncz has been a member of the Maplewood Housing and Economic Development Commission since December 12, 2011 and has served faithfully in that capacity to the present time; and

WHEREAS, the Housing and Economic Development Commission has appreciated Mr. Kloncz's experience, insights and good judgment; and

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

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

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

***Passed by the Maplewood
City Council on _____, 2015***

Nora Slawik, Mayor

***Passed by the Maplewood
Housing and Economic Development Commission
On November 12, 2014***

Warren Wessel, Chairperson

Attest:

Karen Haag, City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: February 17, 2015
SUBJECT: Approval of Claims

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

ACCOUNTS PAYABLE:

\$ 814,795.15	Checks # 94444 thru # 94490 dated 02/03/15 thru 02/10/15
\$ 6,795,802.89	Disbursements via debits to checking account dated 02/02/15 thru 02/06/15
\$ 266,536.04	Checks #94491 thru #94524 dated 02/11/15 thru 02/17/15
\$ 286,484.28	Disbursements via debits to checking account dated 02/09/15 thru 02/13/15
<u>\$ 8,163,618.36</u>	Total Accounts Payable

PAYROLL

\$ 527,564.84	Payroll Checks and Direct Deposits dated 02/13/15
\$ 640.00	Payroll Deduction check # 9994425 thru # 9994426 dated 02/13/15
<u>\$ 528,204.84</u>	Total Payroll
<u><u>\$ 8,691,823.20</u></u>	GRAND TOTAL

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

Attachments

Check Register
City of Maplewood

02/06/2015

Check	Date	Vendor	Description	Amount	
94444	02/03/2015	05492	JESSALIN DWELLMAN RAMSAY	REIMB FOR VEHICLE DAMAGES JAN 17	1,057.58
94445	02/10/2015	00682	RON HORWATH	REIMB FOR MDSE FOR RESALE/SUPPLIES	657.04
94446	02/10/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 14-01 PROF SRVS THRU 12/30	58,595.35
	02/10/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 12-14 PROF SRVS THRU 12/30	5,518.08
	02/10/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 11/30	4,844.90
	02/10/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 12/30	3,317.96
	02/10/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 12/30	1,968.17
94447	02/10/2015	00393	MN DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - JAN 21810123035	1,064.87
94448	02/10/2015	05311	WILLIE MCCRAY	REC OFFICIALS JAN 31 & FEB 1	1,528.00
94449	02/10/2015	01202	NYSTROM PUBLISHING CO INC	RECYCLING BROCHURE/MAILER	4,109.64
94450	02/10/2015	05488	SUN LIFE FINANCIAL	MONTHLY PREMIUM - LIFE, LTD, STD	7,454.46
94451	02/10/2015	01574	T A SCHIFSKY & SONS, INC	TRUCK WEIGHTS FOR SANDER CAL	20.00
94452	02/10/2015	04845	TENNIS SANITATION LLC	RECYCLING FEE - JANUARY	38,844.25
94453	02/10/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0264726	231.24
	02/10/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0264717	227.59
	02/10/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0264705	57.11
94454	02/10/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	15,772.39
	02/10/2015	01190	XCEL ENERGY	GAS UTILITY	2,108.75
	02/10/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	1,281.93
	02/10/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	923.04
	02/10/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	16.06
	02/10/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	15.49
94455	02/10/2015	04848	AVESIS	MONTHLY PREMIUM - FEBRUARY	217.41
94456	02/10/2015	02624	CARGILL INCORPORATED	TREATED SALT~	15,883.23
	02/10/2015	02624	CARGILL INCORPORATED	TREATED SALT~	6,873.68
	02/10/2015	02624	CARGILL INCORPORATED	TREATED SALT~	2,288.72
94457	02/10/2015	02909	COMPASS MINERALS AMERICA INC.	ROAD SALT~	1,982.58
94458	02/10/2015	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - FEBRUARY	244.14
94459	02/10/2015	05476	JESSICA HUANG	SRVS FOR ART GRANT ASSISTANCE	930.75
94460	02/10/2015	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#31	4,344.07
94461	02/10/2015	05459	KARE GANNETT CO INC.	ADVERTISING MCC	1,200.00
94462	02/10/2015	00816	KREMER SERVICES, LLC	REPAIR VEHICLE	6,830.54
94463	02/10/2015	02861	LARSON CONTRACTING	PROJ 09-09 GRADING ON ADJACENT SITE	7,900.00
	02/10/2015	02861	LARSON CONTRACTING	PROJ 09-09 GRADING ON ADJACENT SITE	6,150.00
94464	02/10/2015	05489	MAPLEWOOD SENIOR LIVING LLC	TIF PAYMENT TO DEVELOPER 2ND HALF	167,688.50
94465	02/10/2015	05490	MID-STATES ORGANIZED CRIME	MEMBERSHIP FEES 2015	250.00
94466	02/10/2015	04318	MILLER EXCAVATING, INC.	PROJ 09-09 EMPSTC PHASE 1 PMT#4	65,238.07
94467	02/10/2015	01089	MN UC FUND	QTR UNEMPLOYMENT - 4TH QTR	1,811.14
94468	02/10/2015	01124	NATL ASSN OF TOWN WATCH - NATW	MEMBERSHIP RENEWAL	35.00
94469	02/10/2015	05487	NORTH VALLEY INC.	PROJ 09-09 - RECYCLED CI-5	17,459.20
94470	02/10/2015	00001	ONE TIME VENDOR	REFUND I ELLIOTT TRANS MEDIC	287.00
94471	02/10/2015	00001	ONE TIME VENDOR	REFUND D POLSKI MEDICA BENEFIT	180.00
94472	02/10/2015	00001	ONE TIME VENDOR	REFUND TC FIREPLACE MECH PERMIT	69.00
94473	02/10/2015	00001	ONE TIME VENDOR	REFUND H LOEFFLER HP BENEFIT	20.00
94474	02/10/2015	00001	ONE TIME VENDOR	REFUND J SHARPE ACUPUNCTURE AP	20.00
94475	02/10/2015	02008	RAMSEY COUNTY PUBLIC WORKS	EMERGENCY VEH PRE-EMPTION SRVS	291.55
	02/10/2015	02008	RAMSEY COUNTY PUBLIC WORKS	LAMPING SRVS FOR TRAFFIC SIGNAL	76.26
94476	02/10/2015	05338	REPUBLIC SERVICES #923	WASTE & RECYCLING SRVS - FEB	1,312.43
94477	02/10/2015	01418	SAM'S CLUB DIRECT	SUPPLIES OPEN HOUSE STATION 3	53.92
	02/10/2015	01418	SAM'S CLUB DIRECT	MCC SUPPLIES	47.94
94478	02/10/2015	03879	SANSIO	EMS FEES - FEBRUARY	738.67
94479	02/10/2015	04130	SCHINDLER ELEVATOR CORP	QUARTERLY MAINT - 1902 PW 2/1 - 4/30	675.96
94480	02/10/2015	00006	SILVER FIT	REFUND G MAHRE MEMBERSHIP/BCBS	437.82
94481	02/10/2015	00006	SILVER FIT	REFUND R JOHNSON MEMBERSHIP/HP	301.04
94482	02/10/2015	00006	SILVER FIT	REFUND R GIPP HP BENEFIT	80.00

G1, Attachments

94483	02/10/2015	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	2,328.18
94484	02/10/2015	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - JANUARY	3,335.60
94485	02/10/2015	05342	TERRA GENERAL CONTRACTORS	PROJ 09-09 EAST METRO BID5B PMT#4	185,066.15
94486	02/10/2015	05382	TURNING POINT CONSULTING GROUP	SALES REPRESENTATION 1/19 - 1/30	1,000.00
94487	02/10/2015	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING/STORAGE	245.00
	02/10/2015	01669	TWIN CITIES TRANSPORT &	TOWING FEE SQUAD BREAK DOWN	199.50
94488	02/10/2015	03825	VAN DYKE STREET HOMES	TIF PAYMENT TO DEVELOPER 2ND HALF	10,704.48
94489	02/10/2015	05013	YALE MECHANICAL LLC	FALL HVAC MAINTENANCE	2,944.00
	02/10/2015	05013	YALE MECHANICAL LLC	FALL HVAC MAINTENANCE	2,043.75
	02/10/2015	05013	YALE MECHANICAL LLC	FALL SHUT DOWN HVAC MAINTENANCE	1,048.50
	02/10/2015	05013	YALE MECHANICAL LLC	FALL SHUT DOWN HVAC MAINTENANCE	845.25
	02/10/2015	05013	YALE MECHANICAL LLC	FALL HVAC MAINTENANCE	711.75
	02/10/2015	05013	YALE MECHANICAL LLC	FALL HVAC MAINTENANCE	482.75
	02/10/2015	05013	YALE MECHANICAL LLC	FALL HVAC MAINTENANCE	482.75
	02/10/2015	05013	YALE MECHANICAL LLC	FALL HVAC MAINTENANCE	439.07
	02/10/2015	05013	YALE MECHANICAL LLC	FALL HVAC MAINTENANCE	191.50
94490	02/10/2015	05491	ZUERCHER TECHNOLOGIES, LLC	1ST MILESTONE PMT	141,194.40
					814,795.15

47 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/2/2015	MN State Treasurer	Drivers License/Deputy Registrar	55,809.04
2/2/2015	US Bank Merchant Services	Credit Card Billing fee	79.94
2/2/2015	U.S. Treasurer	Federal Payroll Tax	103,162.51
2/2/2015	P.E.R.A.	P.E.R.A.	100,706.80
2/2/2015	ICMA (Vantagepointe)	Retiree Health Savings	30,907.28
2/2/2015	US Bank	Debt Service payments	6,287,756.29
2/3/2015	MN State Treasurer	Drivers License/Deputy Registrar	72,862.25
2/3/2015	MidAmerica - ING	HRA Flex plan	3,646.33
2/3/2015	MN State Treasurer	State Payroll Tax	21,879.79
2/4/2015	MN State Treasurer	Drivers License/Deputy Registrar	32,856.96
2/5/2015	MN State Treasurer	Drivers License/Deputy Registrar	38,583.28
2/6/2015	MN State Treasurer	Drivers License/Deputy Registrar	42,612.67
2/6/2015	MN Dept of Natural Resources	DNR electronic licenses	1,408.00
2/6/2015	Optum Health	DCRP & Flex plan payments	3,531.75
			6,795,802.89

Check Register
City of Maplewood

02/17/2015

Check	Date	Vendor	Description	Amount	
94491	02/11/2015	02464	US BANK	FUNDS FOR CITY HALL ATM	10,000.00
94492	02/17/2015	05324	CHRISTIE BERNARDY	RETAINER FEE/ADD'L WORK - JAN	1,625.00
94493	02/17/2015	05114	BOLTON & MENK, INC.	PROJ 14-02 CNTY RD B TRAIL IMPRV	23,294.41
	02/17/2015	05114	BOLTON & MENK, INC.	GIS ASSISTANCE - NEW PROJECTS	232.00
94494	02/17/2015	05339	CHRIS MASTELL TRAILER RENTALS	TRAILER RENTAL	375.00
94495	02/17/2015	00463	EMERGENCY APPARATUS MAINT	TRUCK REPAIR E 333	7,333.70
94496	02/17/2015	05028	ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-FEB	397.00
	02/17/2015	05028	ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - FEB	369.00
94497	02/17/2015	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - JANUARY	195.75
94498	02/17/2015	05353	MANSFIELD OIL CO	CONTRACT GASOLINE - FEBRUARY	9,816.94
	02/17/2015	05353	MANSFIELD OIL CO	CONTRACT DIESEL - FEBRUARY	7,734.65
94499	02/17/2015	05311	WILLIE MCCRAY	REC OFFICIALS FEB 7 & 8	1,528.00
94500	02/17/2015	01546	SUBURBAN SPORTSWEAR	SHIRTS FOR ADV SOCCER CLINIC	325.71
94501	02/17/2015	03969	WILLIAM SYPNIEWSKI	REIMB FOR MEALS & TOLLS 1/11-1/15	103.01
94502	02/17/2015	04192	TRANS-MEDIC	EMS BILLING - JAN	4,665.00
94503	02/17/2015	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	197.60
	02/17/2015	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	192.40
	02/17/2015	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	180.70
	02/17/2015	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	171.60
	02/17/2015	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	146.90
	02/17/2015	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	141.70
94504	02/17/2015	01830	ALPHA VIDEO & AUDIO INC	COUNCIL DIAS WORK	125.00
94505	02/17/2015	04237	ASSOC OF MN BLDG OFFICIALS	AMBO MEMBERSHIP	400.00
94506	02/17/2015	05369	CINTAS CORPORATION #470	ULTRA CLEAN SERVICE - CH	311.90
94507	02/17/2015	00382	DAVIS LOCK & SAFE	KEYS FOR OLD STATION 3	125.00
94508	02/17/2015	05372	FERRELLGAS	UTILITIES FIRE TRAINING CENTER	2,171.24
94509	02/17/2015	05368	HEALTHEAST VEHICLE SERVICES	INSTALL COMPUTERS IN AMB	1,605.57
	02/17/2015	05368	HEALTHEAST VEHICLE SERVICES	INSTALL COMPUTERS IN AMB	1,256.06
	02/17/2015	05368	HEALTHEAST VEHICLE SERVICES	INSTALL COMPUTERS IN AMB	354.00
94510	02/17/2015	05494	LENG HER	PROJ 14-02 PERMANENT EASEMENT	6,000.00
94511	02/17/2015	00910	M S S A	MEMBERSHIP RENEWAL	50.00
94512	02/17/2015	05307	MN BOARD OF PEACE OFFICER	PEACE OFFICER LICENSES ZAPP/VANG	180.00
94513	02/17/2015	01035	MN CHAPTER IAAI	MEMBERSHIP RENEWAL	25.00
94514	02/17/2015	05200	MN VOLLEYBALL HEADQUARTERS	VOLLEYBALL CLINIC INSTRUCTION-FEB	561.00
94515	02/17/2015	05356	NORTH SUBURBAN ACCESS CORP	VIDEOGRAPHER SRVS - JANUARY	961.40
94516	02/17/2015	00001	ONE TIME VENDOR	REIMB K KALLAND TRAILER REPAIR	212.00
94517	02/17/2015	00001	ONE TIME VENDOR	REFUND L MCSHANNOCK MEMBERSHIP	100.70
94518	02/17/2015	00001	ONE TIME VENDOR	REFUND J MCCAULEY MCC CLASS	68.00
94519	02/17/2015	00001	ONE TIME VENDOR	REFUND B WADE HP BENEFIT	60.00
94520	02/17/2015	00001	ONE TIME VENDOR	REFUND S SCHWARTZ BCBS BENEFIT	20.00
94521	02/17/2015	01836	ST PAUL, CITY OF	WIRELESS/RMS SRVS - JAN	3,698.44
94522	02/17/2015	05342	TERRA GENERAL CONTRACTORS	PROJ 12-14 FIRE DEPT SOUTH PMT#11	177,465.75
94523	02/17/2015	03026	UPPER MIDWEST COMM POLICING	DE-ESCALATION TRAINING CARNES/HOEM	30.00
94524	02/17/2015	05013	YALE MECHANICAL LLC	INSTALL RECEPTACLES -S FIRE STTN	795.34
	02/17/2015	05013	YALE MECHANICAL LLC	PLUMBING REPAIR - CENTRAL FS	507.32
	02/17/2015	05013	YALE MECHANICAL LLC	INSTALL RECEPTACLES IN PD EXP	426.25
				34 Checks in this report.	<u>266,536.04</u>

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/9/2015	MN State Treasurer	Drivers License/Deputy Registrar	49,772.88
2/10/2015	MN State Treasurer	Drivers License/Deputy Registrar	39,151.23
2/11/2015	MN State Treasurer	Drivers License/Deputy Registrar	56,150.07
2/12/2015	MN State Treasurer	Drivers License/Deputy Registrar	37,147.38
2/13/2015	MN State Treasurer	Drivers License/Deputy Registrar	70,726.24
2/13/2015	MN Dept of Natural Resources	DNR electronic licenses	1,069.00
2/13/2015	US Bank VISA One Card*	Purchasing card items	28,203.11
2/13/2015	Optum Health	DCRP & Flex plan payments	324.48
2/13/2015	ICMA (Vantagepointe)	Deferred Compensation	3,939.89
			286,484.28

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
01/30/2015	02/02/2015	GOVERNMENT FINANCE	\$425.00	GAYLE BAUMAN
01/25/2015	01/26/2015	AMAZON MKTPLACE PMTS	\$42.84	CHAD BERGO
01/30/2015	02/02/2015	AMAZON MKTPLACE PMTS	(\$15.60)	CHAD BERGO
01/31/2015	02/02/2015	STONE MOUNTAIN PET LODG	\$304.29	BRIAN BIERDEMAN
02/04/2015	02/05/2015	BLUE RIBBON BAIT #1	\$12.30	OAKLEY BIESANZ
01/30/2015	02/02/2015	USA PICKLEBALL	\$171.00	NEIL BRENEMAN
02/04/2015	02/05/2015	TARGET 00011858	\$14.81	NEIL BRENEMAN
02/04/2015	02/05/2015	MICHAELS STORES 2744	\$13.00	NEIL BRENEMAN
01/26/2015	01/27/2015	CUB FOODS #1599	\$385.00	SARAH BURLINGAME
01/22/2015	01/26/2015	THE HOME DEPOT 2801	(\$8.38)	SCOTT CHRISTENSON
02/04/2015	02/05/2015	G&K SERVICES AR	\$593.59	SCOTT CHRISTENSON
02/04/2015	02/06/2015	COIT SERVICES BLOOMINGTON	\$125.00	SCOTT CHRISTENSON
02/04/2015	02/05/2015	U OF M CCE NONCREDIT	\$185.00	LUANNE CORTESI
02/02/2015	02/03/2015	PET360 *PETFOODDIRECT	\$170.78	CHARLES DEAVER
02/04/2015	02/05/2015	G&K SERVICES AR	\$27.16	CHARLES DEAVER
01/23/2015	01/26/2015	THE HOME DEPOT 2801	\$34.83	TOM DOUGLASS
01/23/2015	01/26/2015	WW GRAINGER	\$119.59	TOM DOUGLASS
01/26/2015	01/27/2015	HENRIKSEN ACE HARDWARE	\$15.78	TOM DOUGLASS
01/26/2015	01/28/2015	THE HOME DEPOT 2801	\$29.94	TOM DOUGLASS
01/28/2015	01/28/2015	AMZ*MNYGROUP6125672813	\$128.00	TOM DOUGLASS
01/28/2015	01/29/2015	US PLASTICS/NEATLY SMART	\$244.01	TOM DOUGLASS
01/30/2015	02/02/2015	HENRIKSEN ACE HARDWARE	\$14.39	TOM DOUGLASS
01/30/2015	02/02/2015	HENRIKSEN ACE HARDWARE	\$4.30	TOM DOUGLASS
01/30/2015	02/02/2015	THE HOME DEPOT 2801	\$33.93	TOM DOUGLASS
01/30/2015	02/02/2015	COMMERCIAL POOL & SPA SUP	\$115.22	TOM DOUGLASS
01/30/2015	02/03/2015	JL HONBERGER	\$253.49	TOM DOUGLASS
02/04/2015	02/05/2015	NUCO2	\$78.88	TOM DOUGLASS
02/04/2015	02/05/2015	NUCO2	\$159.41	TOM DOUGLASS
02/04/2015	02/05/2015	NUCO2	\$209.05	TOM DOUGLASS
02/04/2015	02/05/2015	NUCO2	\$210.92	TOM DOUGLASS
02/04/2015	02/05/2015	NUCO2	\$255.77	TOM DOUGLASS
01/23/2015	01/26/2015	A-1 LAUNDRY	\$86.50	MICHAEL DUGAS
01/26/2015	01/28/2015	OFFICE DEPOT #1090	\$244.98	CHRISTINE EVANS
01/26/2015	01/28/2015	OFFICE DEPOT #1090	\$83.94	CHRISTINE EVANS
01/30/2015	02/02/2015	OFFICE DEPOT #1090	(\$10.47)	CHRISTINE EVANS
01/30/2015	02/02/2015	OFFICE DEPOT #1090	\$90.33	CHRISTINE EVANS
01/30/2015	02/02/2015	CUB FOODS #1599	\$10.70	PAUL E EVERSON
01/23/2015	01/26/2015	DAVIS LOCK & SAFE	\$15.00	MYCHAL FOWLDS
01/23/2015	01/26/2015	BEST BUY 00000075	\$107.10	MYCHAL FOWLDS
01/27/2015	01/28/2015	DRI*IMTOO DVD AUDIO	\$21.37	MYCHAL FOWLDS
01/27/2015	01/28/2015	MENARDS MAPLEWOOD	\$8.56	MYCHAL FOWLDS
01/29/2015	01/30/2015	DAVIS LOCK & SAFE	\$15.00	MYCHAL FOWLDS
02/02/2015	02/03/2015	PAYFLOW/PAYPAL	\$59.95	MYCHAL FOWLDS
02/03/2015	02/04/2015	B&H PHOTO, 800-606-6969	\$209.95	MYCHAL FOWLDS
01/24/2015	01/26/2015	IDU*INSIGHT PUBLIC SEC	\$39.15	NICK FRANZEN
01/28/2015	01/29/2015	IDU*INSIGHT PUBLIC SEC	\$1,223.80	NICK FRANZEN
01/27/2015	01/29/2015	DSW	\$41.96	DEREK FRITZE
01/27/2015	01/29/2015	BURLINGTON STORES143	\$76.02	DEREK FRITZE
01/29/2015	01/30/2015	NFPA NATL FIRE PROTECT	\$1,255.50	CLARENCE GERVAIS
02/02/2015	02/03/2015	IN *BECKER FIRE & SAFETY	\$91.00	CLARENCE GERVAIS
02/03/2015	02/04/2015	JOANN ETC #1902	\$3.79	JAN GREW HAYMAN
01/26/2015	01/27/2015	HENRIKSEN ACE HARDWARE	\$164.95	MILES HAMRE
01/29/2015	01/30/2015	HENRIKSEN ACE HARDWARE	\$25.25	MILES HAMRE
02/03/2015	02/04/2015	HENRIKSEN ACE HARDWARE	\$6.00	MILES HAMRE
01/28/2015	01/30/2015	STREICHER'S MPLS	\$30.00	TIMOTHY HAWKINSON JR.
02/02/2015	02/03/2015	ALTAI BRANDS	\$88.00	STEVEN HIEBERT

02/03/2015	02/04/2015	ALTAI BRANDS	(\$88.00)	STEVEN HIEBERT
01/22/2015	01/26/2015	NORTHERN TOOL EQUIP-MN	\$9.98	GARY HINNENKAMP
01/26/2015	01/28/2015	HOULE S FARM, GARDEN & PE	\$44.40	GARY HINNENKAMP
01/28/2015	01/30/2015	OPENTIP.COM,ATAFA.COM	\$116.75	RON HORWATH
01/29/2015	02/02/2015	DOLRTREE 3150 00031500	\$10.71	RON HORWATH
01/30/2015	01/30/2015	TARGET.COM *	\$107.11	RON HORWATH
01/30/2015	02/02/2015	TOYSRUS-BABIESRUS	\$21.41	RON HORWATH
02/01/2015	02/02/2015	WEDDINGPAGES INC	\$335.84	RON HORWATH
01/27/2015	01/29/2015	CANSTOCKPHOTO COM	\$39.00	ANN HUTCHINSON
01/28/2015	01/30/2015	THE HOME DEPOT 2801	\$79.66	DAVID JAHN
01/28/2015	01/29/2015	HENRIKSEN ACE HARDWARE	\$19.13	KEVIN JOHNSON
01/23/2015	01/26/2015	CUB FOODS #1599	\$30.87	LOIS KNUTSON
01/27/2015	01/29/2015	HONEYBAKED HAM 2527	\$133.57	LOIS KNUTSON
01/29/2015	01/30/2015	FIRST SHRED	\$94.60	LOIS KNUTSON
02/05/2015	02/06/2015	PIONEER PRESS SUBSCRIPTI	\$260.00	LOIS KNUTSON
01/23/2015	01/26/2015	DRI*WWW.ELEMENT5.INFO	\$42.80	JASON KREGER
01/29/2015	01/30/2015	WWW.NEWEGG.COM	\$14.97	JASON KREGER
02/04/2015	02/05/2015	FULCRUM BIOMETRICS LLC	\$134.46	JASON KREGER
02/05/2015	02/06/2015	WWW.NEWEGG.COM	\$14.99	JASON KREGER
01/28/2015	01/29/2015	CVS/PHARMACY #01751	\$32.09	NICHOLAS KREKELER
01/26/2015	01/27/2015	IN *LRG TECHNOLOGIES INC	\$150.00	DAVID KVAM
01/27/2015	01/28/2015	CUB FOODS #1599	\$9.98	DAVID KVAM
01/27/2015	01/28/2015	UNIFORMS UNLIMITED INC.	\$162.00	DAVID KVAM
01/29/2015	01/30/2015	CUB FOODS #1599	\$17.98	DAVID KVAM
02/05/2015	02/06/2015	HE MEDICAL TRANSPORT	\$717.60	DAVID KVAM
02/05/2015	02/06/2015	UNIFORMS UNLIMITED INC.	\$9.99	TODD LANGNER
01/26/2015	01/28/2015	ASPEN MILLS INC.	\$93.00	STEVE LUKIN
01/26/2015	01/28/2015	ASPEN MILLS INC.	\$6.35	STEVE LUKIN
01/28/2015	01/30/2015	NM CLEAN 1	\$7.00	STEVE LUKIN
01/30/2015	02/02/2015	MN STATE FIRE CHIEFS ASSO	\$321.00	STEVE LUKIN
02/02/2015	02/02/2015	COMCAST CABLE COMM	\$2.25	STEVE LUKIN
02/04/2015	02/04/2015	AIRGASS NORTH	\$19.56	STEVE LUKIN
01/27/2015	01/29/2015	BOUND TREE MEDICAL LLC	\$864.09	MICHAEL MONDOR
02/03/2015	02/05/2015	KEEPRS INC 2	\$193.57	MARIA MULVIHILL
01/26/2015	01/27/2015	UNIFORMS UNLIMITED INC.	\$126.49	MICHAEL NYE
01/29/2015	01/30/2015	UNIFORMS UNLIMITED INC.	\$50.50	MICHAEL NYE
02/03/2015	02/04/2015	UNIFORMS UNLIMITED INC.	\$7.20	MICHAEL NYE
01/28/2015	02/02/2015	AR 500 ARMOR	\$588.99	PARKER OLDING
01/29/2015	01/30/2015	UNIFORMS UNLIMITED INC.	\$123.30	JULIE OLSON
01/29/2015	01/30/2015	UNIFORMS UNLIMITED INC.	\$17.49	JULIE OLSON
01/27/2015	01/29/2015	OFFICE DEPOT #1090	\$193.10	MARY KAY PALANK
02/04/2015	02/06/2015	OFFICE DEPOT #1090	\$76.92	MARY KAY PALANK
02/04/2015	02/06/2015	OFFICE DEPOT #1079	\$22.86	MARY KAY PALANK
01/23/2015	01/26/2015	FASTENAL COMPANY01	\$26.30	STEVEN PRIEM
01/23/2015	01/26/2015	FACTORY MTR PTS #1	\$20.43	STEVEN PRIEM
01/23/2015	01/26/2015	NAPA STORE 3279016	\$8.49	STEVEN PRIEM
01/23/2015	01/26/2015	AN FORD WHITE BEAR LAK	\$75.71	STEVEN PRIEM
01/26/2015	01/27/2015	FACTORY MTR PTS #1	\$439.62	STEVEN PRIEM
01/26/2015	01/27/2015	AN FORD WHITE BEAR LAK	\$29.39	STEVEN PRIEM
01/26/2015	01/27/2015	POLAR CHEVROLET MAZDA	\$32.61	STEVEN PRIEM
01/26/2015	01/28/2015	WHEELCO BRAKE &SUPPLY	\$43.65	STEVEN PRIEM
01/27/2015	01/28/2015	POMP'S TIRE #021	\$1,423.69	STEVEN PRIEM
01/27/2015	01/28/2015	POMP'S TIRE #021	\$108.31	STEVEN PRIEM
01/27/2015	01/28/2015	AUTO PLUS LITTLE CANADA	\$132.67	STEVEN PRIEM
01/27/2015	01/29/2015	ZIEGLER INC COLUMBUS	\$173.08	STEVEN PRIEM
01/29/2015	01/30/2015	AN FORD WHITE BEAR LAK	\$21.73	STEVEN PRIEM
01/29/2015	02/02/2015	H AND L MESABI COMPANY	\$706.20	STEVEN PRIEM

01/30/2015	02/02/2015	AN FORD WHITE BEAR LAK	\$1,159.75	STEVEN PRIEM
02/02/2015	02/03/2015	AN FORD WHITE BEAR LAK	\$24.87	STEVEN PRIEM
02/02/2015	02/04/2015	TRI-STATE BOBCAT	\$250.57	STEVEN PRIEM
02/03/2015	02/04/2015	FACTORY MTR PTS #1	(\$17.50)	STEVEN PRIEM
02/03/2015	02/04/2015	POMP'S TIRE #021	\$137.85	STEVEN PRIEM
02/03/2015	02/04/2015	AUTO PLUS LITTLE CANADA	\$115.90	STEVEN PRIEM
02/03/2015	02/04/2015	AUTO PLUS LITTLE CANADA	\$4.77	STEVEN PRIEM
02/04/2015	02/05/2015	AN FORD WHITE BEAR LAK	\$103.69	STEVEN PRIEM
01/27/2015	01/29/2015	THE HOME DEPOT 2801	\$243.61	KELLY PRINS
02/03/2015	02/05/2015	THE HOME DEPOT 2801	\$11.97	KELLY PRINS
01/26/2015	01/27/2015	HILLYARD INC MINNEAPOLIS	\$731.23	MICHAEL REILLY
01/30/2015	02/02/2015	HILLYARD INC MINNEAPOLIS	\$988.51	MICHAEL REILLY
01/26/2015	01/27/2015	ORTHOTECH SPORTS MEDICAL	\$279.00	LORI RESENDIZ
01/28/2015	01/29/2015	ELIVATE	\$218.27	LORI RESENDIZ
01/29/2015	01/30/2015	CVS/PHARMACY #01751	\$4.27	LORI RESENDIZ
01/29/2015	01/30/2015	MENARDS MAPLEWOOD	\$24.98	LORI RESENDIZ
01/29/2015	02/02/2015	APPOINTMENT-PLUS/STORMSOU	\$39.00	LORI RESENDIZ
01/23/2015	01/26/2015	OFFICE DEPOT #1090	\$121.98	AUDRA ROBBINS
01/27/2015	01/29/2015	OFFICE DEPOT #1090	\$9.99	AUDRA ROBBINS
01/22/2015	01/26/2015	THE HOME DEPOT 2801	\$28.50	ROBERT RUNNING
01/23/2015	01/26/2015	THE HOME DEPOT 2801	(\$1.70)	ROBERT RUNNING
01/23/2015	01/26/2015	THE HOME DEPOT 2801	\$22.67	ROBERT RUNNING
01/26/2015	01/27/2015	AMAZON MKTPLACE PMTS	\$51.94	ROBERT RUNNING
01/23/2015	01/27/2015	PAKOR, INC.	\$446.86	DEB SCHMIDT
01/28/2015	01/29/2015	PAYPAL *MERRIARTIST	\$38.40	DEB SCHMIDT
01/29/2015	02/02/2015	OFFICE DEPOT #1090	\$23.05	DEB SCHMIDT
01/30/2015	02/02/2015	OFFICE DEPOT #1127	\$41.99	DEB SCHMIDT
01/30/2015	02/02/2015	INTERNATIONAL INSTITUTE O	\$575.00	DEB SCHMIDT
02/03/2015	02/05/2015	OFFICE DEPOT #1090	\$65.42	DEB SCHMIDT
02/05/2015	02/06/2015	LILLIE SUBURBAN NEWSPAPER	\$351.00	DEB SCHMIDT
01/30/2015	02/02/2015	GOTOCITRIX.COM	\$20.36	PAUL SCHNELL
02/05/2015	02/06/2015	PAYPAL *MINNESOTACH	\$375.00	PAUL SCHNELL
01/27/2015	01/29/2015	USA MOBILITY WIRELE	\$16.10	SCOTT SCHULTZ
01/28/2015	01/29/2015	FLEXIBLE PIPE TOOL COMPAN	\$165.70	SCOTT SCHULTZ
02/03/2015	02/05/2015	ON SITE SANITATION INC	\$114.00	SCOTT SCHULTZ
02/04/2015	02/05/2015	G&K SERVICES AR	\$903.67	SCOTT SCHULTZ
01/29/2015	02/02/2015	ACE OF SALES	\$20.00	CAITLIN SHERRILL
02/01/2015	02/02/2015	WELCOME WAGON	\$138.00	CAITLIN SHERRILL
01/23/2015	01/26/2015	U.S. DIARY	\$598.48	MICHAEL SHORTREED
01/24/2015	01/26/2015	WIRELESS TOYBOX - MAPL	\$53.80	MICHAEL SHORTREED
01/25/2015	01/26/2015	MICHAELS STORES 2744	\$32.13	MICHAEL SHORTREED
01/26/2015	01/27/2015	MAGNETFOREN USA	\$550.00	MICHAEL SHORTREED
02/02/2015	02/02/2015	COMCAST CABLE COMM	\$73.82	MICHAEL SHORTREED
02/02/2015	02/03/2015	ALTAI BRANDS	\$88.00	MICHAEL SHORTREED
02/05/2015	02/06/2015	THOMSON WEST*TCD	\$321.41	MICHAEL SHORTREED
02/04/2015	02/05/2015	U OF M CCE NONCREDIT	\$95.00	CHRISTINE SOUTTER
02/03/2015	02/04/2015	GANDER MOUNTAIN	\$40.29	BRIAN TAUZELL
02/01/2015	02/02/2015	KOHL'S #0179	(\$54.29)	PAUL THEISEN
02/01/2015	02/02/2015	KOHL'S #0179	\$95.99	PAUL THEISEN
01/27/2015	01/28/2015	CUB FOODS #1599	\$1.92	PAUL THIENES
02/05/2015	02/06/2015	U OF M CCE NONCREDIT	\$100.00	MICHAEL THOMPSON
01/28/2015	01/29/2015	USPS 26833800033400730	\$39.34	KAREN WACHAL
01/23/2015	01/26/2015	ACT*ATOM	\$950.00	TAMMY WYLIE
01/28/2015	01/29/2015	FIRSTAIDCPR	\$53.32	TAMMY WYLIE
01/29/2015	01/29/2015	ULINE *SHIP SUPPLIES	\$65.81	TAMMY WYLIE
01/30/2015	01/30/2015	AMAZON.COM	\$18.20	TAMMY WYLIE
01/30/2015	02/02/2015	AMAZON MKTPLACE PMTS	\$6.30	TAMMY WYLIE

01/30/2015	02/02/2015	AMAZON MKTPLACE PMTS	\$14.95	TAMMY WYLIE
02/04/2015	02/05/2015	L A POLICE GEAR INC	\$37.72	KAO XIONG
01/28/2015	01/29/2015	DALCO ENTERPRISES, INC	\$192.70	SUSAN ZWIEG
01/29/2015	01/30/2015	RELIABLE	\$151.49	SUSAN ZWIEG
01/29/2015	02/02/2015	RELIABLE	\$8.99	SUSAN ZWIEG

\$28,203.11

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	02/13/15	ABRAMS, MARYLEE	430.99
	02/13/15	CARDINAL, ROBERT	430.99
	02/13/15	JUENEMANN, KATHLEEN	430.99
	02/13/15	KOPPEN, MARVIN	430.99
	02/13/15	SLAWIK, NORA	489.68
	02/13/15	COLEMAN, MELINDA	5,773.89
	02/13/15	KNUTSON, LOIS	2,397.05
	02/13/15	CHRISTENSON, SCOTT	2,067.09
	02/13/15	JAHN, DAVID	2,469.67
	02/13/15	BURLINGAME, SARAH	2,334.10
	02/13/15	RAMEAUX, THERESE	3,192.51
	02/13/15	BAUMAN, GAYLE	5,052.91
	02/13/15	OSWALD, BRENDA	1,905.05
	02/13/15	ANDERSON, CAROLE	2,906.12
	02/13/15	DEBILZAN, JUDY	2,214.78
	02/13/15	JACKSON, MARY	2,216.99
	02/13/15	KELSEY, CONNIE	2,705.98
	02/13/15	RUEB, JOSEPH	2,999.40
	02/13/15	ARNOLD, AJLA	2,252.94
	02/13/15	BEGGS, REGAN	852.40
	02/13/15	HAAG, KAREN	4,742.41
	02/13/15	SCHMIDT, DEBORAH	3,158.62
	02/13/15	SPANGLER, EDNA	1,413.78
	02/13/15	CRAWFORD, LEIGH	1,852.37
	02/13/15	LARSON, MICHELLE	1,981.98
	02/13/15	MECHELKE, SHERRIE	1,233.54
	02/13/15	MOY, PAMELA	1,713.58
	02/13/15	OSTER, ANDREA	1,988.62
	02/13/15	RICHTER, CHARLENE	1,309.33
	02/13/15	VITT, SANDRA	1,261.33
	02/13/15	WEAVER, KRISTINE	2,457.18
	02/13/15	CORCORAN, THERESA	1,984.20
	02/13/15	KVAM, DAVID	4,390.72
	02/13/15	PALANK, MARY	1,988.62
	02/13/15	SCHNELL, PAUL	5,033.64
	02/13/15	SHORTREED, MICHAEL	4,266.70
	02/13/15	THOMFORDE, FAITH	1,717.97
	02/13/15	WYLIE, TAMMY	841.31
	02/13/15	ZAPPA, ANDREW	792.72
	02/13/15	ABEL, CLINT	3,064.41
	02/13/15	ALDRIDGE, MARK	3,235.71
	02/13/15	BAKKE, LONN	3,287.93
	02/13/15	BARTZ, PAUL	3,287.93

02/13/15	BELDE, STANLEY	3,120.51
02/13/15	BENJAMIN, MARKESE	3,389.52
02/13/15	BIERDEMAN, BRIAN	3,709.43
02/13/15	BUSACK, DANIEL	3,739.44
02/13/15	CARNES, JOHN	2,559.99
02/13/15	CROTTY, KERRY	3,908.02
02/13/15	DEMULLING, JOSEPH	3,321.54
02/13/15	DUGAS, MICHAEL	4,602.00
02/13/15	ERICKSON, VIRGINIA	3,315.98
02/13/15	FISHER, CASSANDRA	1,540.03
02/13/15	FORSYTHE, MARCUS	2,941.86
02/13/15	FRITZE, DEREK	3,109.27
02/13/15	GABRIEL, ANTHONY	3,390.80
02/13/15	HAWKINSON JR, TIMOTHY	2,941.86
02/13/15	HER, PHENG	3,267.30
02/13/15	HIEBERT, STEVEN	3,120.51
02/13/15	HOEMKE, MICHAEL	2,553.00
02/13/15	HOFMEISTER, TIMOTHY	496.00
02/13/15	JASKOWIAK, AMANDA	480.00
02/13/15	JOHNSON, KEVIN	3,808.10
02/13/15	KONG, TOMMY	3,135.29
02/13/15	KREKELER, NICHOLAS	988.52
02/13/15	KROLL, BRETT	3,290.61
02/13/15	LANGNER, SCOTT	3,003.03
02/13/15	LANGNER, TODD	3,432.53
02/13/15	LYNCH, KATHERINE	3,109.27
02/13/15	MARINO, JASON	3,488.54
02/13/15	MARTIN, JERROLD	3,481.95
02/13/15	MCCARTY, GLEN	3,231.82
02/13/15	METRY, ALESIA	3,231.82
02/13/15	MICHELETTI, BRIAN	3,295.97
02/13/15	MULVIHILL, MARIA	2,280.97
02/13/15	NYE, MICHAEL	3,602.11
02/13/15	OLDING, PARKER	2,511.15
02/13/15	OLSON, JULIE	3,120.96
02/13/15	PARKER, JAMES	2,941.86
02/13/15	REZNY, BRADLEY	3,396.22
02/13/15	SCHOEN, ZACHARY	3,076.40
02/13/15	SLATER, BENJAMIN	2,532.35
02/13/15	STEINER, JOSEPH	3,335.40
02/13/15	SYPNIEWSKI, WILLIAM	3,556.98
02/13/15	TAUZELL, BRIAN	3,064.08
02/13/15	THEISEN, PAUL	3,170.45
02/13/15	THIENES, PAUL	3,602.11
02/13/15	VANG, PAM	480.00
02/13/15	WENZEL, JAY	3,234.44
02/13/15	XIONG, KAO	3,064.41
02/13/15	ANDERSON, BRIAN	365.70
02/13/15	BASSETT, BRENT	129.26
02/13/15	BAUMAN, ANDREW	3,684.51
02/13/15	BEITLER, NATHAN	750.30
02/13/15	BOURQUIN, RON	1,092.66
02/13/15	CAPISTRANT, JACOB	280.58

02/13/15	CAPISTRANT, JOHN	610.48
02/13/15	CONCHA, DANIEL	441.35
02/13/15	COREY, ROBERT	447.68
02/13/15	CRAWFORD - JR, RAYMOND	3,820.73
02/13/15	CRUMMY, CHARLES	261.67
02/13/15	DABRUZZI, THOMAS	3,221.75
02/13/15	DAWSON, RICHARD	2,873.18
02/13/15	EVERSON, PAUL	3,500.78
02/13/15	HAGEN, MICHAEL	384.62
02/13/15	HALE, JOSEPH	441.30
02/13/15	HALWEG, JODI	3,676.65
02/13/15	HAWTHORNE, ROCHELLE	3,836.67
02/13/15	HUTCHINSON, JAMES	588.41
02/13/15	IMM, TRACY	141.88
02/13/15	JANSEN, CHAD	479.20
02/13/15	JUREK, GREGORY	532.78
02/13/15	KANE, ROBERT	529.58
02/13/15	KARRAS, JAMIE	674.65
02/13/15	KERSKA, JOSEPH	1,554.23
02/13/15	KONDER, RONALD	422.45
02/13/15	KUBAT, ERIC	4,944.17
02/13/15	LINDER, TIMOTHY	3,762.65
02/13/15	LOCHEN, MICHAEL	348.83
02/13/15	MILLER, LADD	507.51
02/13/15	MILLER, NICHOLAS	466.60
02/13/15	MONDOR, MICHAEL	3,731.87
02/13/15	MONSON, PETER	517.03
02/13/15	NIELSEN, KENNETH	735.56
02/13/15	NOVAK, JEROME	4,113.65
02/13/15	NOWICKI, PAUL	832.30
02/13/15	OLSON, JAMES	3,453.69
02/13/15	O'NEILL, KEVIN	807.05
02/13/15	OPHEIM, JOHN	500.16
02/13/15	PACHECO, ALPHONSE	794.45
02/13/15	PARROW, JOSHUA	611.61
02/13/15	PETERSON, MARK	676.66
02/13/15	PETERSON, ROBERT	3,177.12
02/13/15	POWERS, KENNETH	296.33
02/13/15	RAINEY, JAMES	788.15
02/13/15	RANGEL, DERRICK	447.65
02/13/15	RANK, PAUL	800.76
02/13/15	RICE, CHRISTOPHER	901.63
02/13/15	RODDY, BRETT	201.77
02/13/15	RODRIGUEZ, ROBERTO	441.35
02/13/15	SEDLACEK, JEFFREY	5,070.15
02/13/15	STREFF, MICHAEL	3,323.63
02/13/15	SVENDSEN, RONALD	3,603.49
02/13/15	TROXEL, REID	895.34
02/13/15	GERVAIS-JR, CLARENCE	4,157.26
02/13/15	LUKIN, STEVEN	4,815.66
02/13/15	ZWIEG, SUSAN	1,177.08
02/13/15	CORTESI, LUANNE	1,981.97
02/13/15	SINDT, ANDREA	2,480.20

02/13/15	BRINK, TROY	2,763.84
02/13/15	BUCKLEY, BRENT	3,168.81
02/13/15	DEBILZAN, THOMAS	2,328.45
02/13/15	EDGE, DOUGLAS	2,341.04
02/13/15	JONES, DONALD	2,328.45
02/13/15	MEISSNER, BRENT	2,323.58
02/13/15	NAGEL, BRYAN	3,702.80
02/13/15	OSWALD, ERICK	2,440.31
02/13/15	RUIZ, RICARDO	1,906.64
02/13/15	RUNNING, ROBERT	2,597.92
02/13/15	TEVLIN, TODD	2,238.77
02/13/15	BURLINGAME, NATHAN	2,415.20
02/13/15	DUCHARME, JOHN	2,859.02
02/13/15	ENGSTROM, ANDREW	2,852.37
02/13/15	JAROSCH, JONATHAN	3,132.37
02/13/15	LINDBLOM, RANDAL	2,859.04
02/13/15	LOVE, STEVEN	3,852.46
02/13/15	THOMPSON, MICHAEL	4,983.36
02/13/15	ZIEMAN, SCOTT	160.00
02/13/15	JANASZAK, MEGHAN	1,801.17
02/13/15	KONEWKO, DUWAYNE	4,803.18
02/13/15	HAMRE, MILES	1,849.69
02/13/15	HAYS, TAMARA	1,840.06
02/13/15	HINNENKAMP, GARY	2,506.69
02/13/15	NAUGHTON, JOHN	2,279.75
02/13/15	NORDQUIST, RICHARD	2,284.18
02/13/15	ORE, JORDAN	1,795.64
02/13/15	BIESANZ, OAKLEY	2,262.21
02/13/15	DEAVER, CHARLES	1,006.74
02/13/15	GERNES, CAROLE	535.50
02/13/15	HAYMAN, JANET	946.22
02/13/15	HUTCHINSON, ANN	2,762.97
02/13/15	SOUTTER, CHRISTINE	552.50
02/13/15	WACHAL, KAREN	955.99
02/13/15	GAYNOR, VIRGINIA	3,383.30
02/13/15	KROLL, LISA	2,000.97
02/13/15	YOUNG, TAMELA	2,142.77
02/13/15	FINWALL, SHANN	3,369.18
02/13/15	MARTIN, MICHAEL	2,937.17
02/13/15	BRASH, JASON	2,773.97
02/13/15	CARVER, NICHOLAS	3,810.34
02/13/15	SWAN, DAVID	2,882.77
02/13/15	SWANSON, CHRIS	1,825.17
02/13/15	WEIDNER, JAMES	1,600.00
02/13/15	WELLENS, MOLLY	2,227.09
02/13/15	ABRAHAMSON, AMANDA	115.50
02/13/15	AYD, GWEN	174.25
02/13/15	BJORK, BRANDON	302.50
02/13/15	BRENEMAN, NEIL	2,483.78
02/13/15	CHUHEL, KAYLA	76.50
02/13/15	CLINE, ABBY	294.00
02/13/15	DIAZ, JACQUEZ	48.00
02/13/15	DIEZ, ANTONIO	75.00

02/13/15	GORACKI, GERALD	318.25
02/13/15	KONG, KATELYNE	156.75
02/13/15	KUSTERMAN, KEVIN	115.50
02/13/15	LAMB, JIM	73.50
02/13/15	MCKANE, COLLIN	99.00
02/13/15	MURRAY, LYNDSAY	144.00
02/13/15	PIEPER, THEODORE	108.00
02/13/15	RASMUSSEN, BRADLEY	48.00
02/13/15	ROBBINS, AUDRA	3,473.33
02/13/15	ROBBINS, CAMDEN	425.00
02/13/15	RUSS, KAYLA	178.50
02/13/15	SALINAS, DANIEL	48.00
02/13/15	SCHALLER, SAM	168.00
02/13/15	TAYLOR, JAMES	3,307.30
02/13/15	THIELMAN, RICHARD	65.00
02/13/15	VUKICH, CANDACE	555.50
02/13/15	WISTL, MARK	127.50
02/13/15	XIONG, BLONG	120.00
02/13/15	ADAMS, DAVID	2,209.28
02/13/15	HAAG, MARK	2,472.21
02/13/15	SCHULTZ, SCOTT	3,626.97
02/13/15	WILBER, JEFFREY	1,774.26
02/13/15	EVANS, CHRISTINE	2,009.67
02/13/15	HOFMEISTER, MARY	1,466.81
02/13/15	KELLEY, CAITLIN	2,079.41
02/13/15	KULHANEK-DIONNE, ANN	689.01
02/13/15	MILLER, KAREN	332.50
02/13/15	PELOQUIN, PENNYE	691.53
02/13/15	RUZICHKA, JANICE	267.50
02/13/15	SKRYPEK, JOSHUA	717.75
02/13/15	SMITH, CORTNEY	289.76
02/13/15	ST SAUVER, CRAIG	370.51
02/13/15	WISTL, MOLLY	513.65
02/13/15	AKEY, SHELLEY	82.14
02/13/15	ANDERSON, JOSHUA	717.50
02/13/15	BAETZOLD, CLAIRE	25.65
02/13/15	BAUDE, JANE	41.00
02/13/15	BAUDE, SARAH	79.68
02/13/15	BEAR, AMANDA	168.00
02/13/15	BERGLUND, ERIK	45.10
02/13/15	BESTER, MICHAEL	151.14
02/13/15	BUCKLEY, BRITTANY	624.24
02/13/15	BUTLER, ANGELA	91.25
02/13/15	CLARK, PAMELA	84.15
02/13/15	CRANDALL, ALYSSA	148.62
02/13/15	CRANDALL, KRISTA	89.62
02/13/15	DEMPSEY, BETH	408.00
02/13/15	DRECHSEL, HEIDI	15.23
02/13/15	DUCHARME, DANIELLE	214.25
02/13/15	EKSTRAND, DANIEL	147.43
02/13/15	EKSTRAND, TAMERA	16.50
02/13/15	EPLAND, PETER	36.00
02/13/15	ERICKSON-CLARK, CAROL	37.50

02/13/15	FARRELL, DANIEL	199.04
02/13/15	FONTAINE, KIM	911.25
02/13/15	FREDRICKS, MARTHA	36.00
02/13/15	GRAY, MEGAN	372.65
02/13/15	GRAY, SOPHIE	69.60
02/13/15	GRUENHAGEN, LINDA	320.64
02/13/15	GUSTAFSON, BRENDA	470.00
02/13/15	HAASCH, ANGELA	66.50
02/13/15	HAGSTROM, EMILY	143.70
02/13/15	HANSEN, HANNAH	120.23
02/13/15	HASSAN, KIANA	26.38
02/13/15	HODGE, AMY	58.00
02/13/15	HOLMBERG, LADONNA	225.50
02/13/15	HORWATH, RONALD	3,149.54
02/13/15	HUNTLEY, NATALIE	66.81
02/13/15	IACARELLA-FUDALI, BARBARA	133.50
02/13/15	JOHNSON, BARBARA	480.45
02/13/15	JOHNSON, MICHELLE	72.56
02/13/15	KEMP, MAYA	39.38
02/13/15	KOHLER, ROCHELLE	28.12
02/13/15	KOLLER, NINA	227.25
02/13/15	LAMEYER, BRENT	75.60
02/13/15	LAMSON, ELIANA	27.38
02/13/15	LARSON, KIRA	45.00
02/13/15	LORENTZEN, CHRISTINE	148.00
02/13/15	LY, RASSACIN	80.00
02/13/15	MASON, AMY	141.75
02/13/15	MCCOMAS, LEAH	140.00
02/13/15	MCCORMACK, HANNAH	20.13
02/13/15	MCKILLOP, AMANDA	214.52
02/13/15	MILLER, MELISSA	90.50
02/13/15	MONGE, NOAH	56.00
02/13/15	MUSKAT, JULIE	235.02
02/13/15	NITZ, CARA	415.51
02/13/15	OHS, CYNTHIA	186.00
02/13/15	RANEY, COURTNEY	856.77
02/13/15	REHLING-ANDERSON, LORIE	378.00
02/13/15	RENSTROM, KEVIN	84.00
02/13/15	RESENDIZ, LORI	2,597.77
02/13/15	RICHTER, DANIEL	57.45
02/13/15	ROETTGER, MOLLY	34.63
02/13/15	ROLLERSON, TERRANCE	45.57
02/13/15	ROMERO, JENNIFER	23.50
02/13/15	ROSAND, WALKER	76.00
02/13/15	SCHERER, KATHLENE	75.76
02/13/15	SCHMIDT, VICTORIA	72.00
02/13/15	SCHREIER, ROSEMARIE	257.76
02/13/15	SMITH, ANN	166.40
02/13/15	SMITH, JEROME	92.50
02/13/15	SMITLEY, SHARON	196.12
02/13/15	SYME, LAUREN	151.65
02/13/15	TREPANIER, TODD	244.14
02/13/15	TRUONG, CHAU	103.50

	02/13/15	TUPY, HEIDE	46.30
	02/13/15	TUPY, MARCUS	96.00
	02/13/15	WEIMANN, NICHOLAS	8.00
	02/13/15	YANG, JUDY	88.00
	02/13/15	BILJAN, MERANDA	29.75
	02/13/15	BOSLEY, CAROL	141.75
	02/13/15	FRANZMEIER, EILEEN	238.01
	02/13/15	LANGER, CHELSEA	211.50
	02/13/15	LANGER, KAYLYN	180.51
	02/13/15	MOSLOSKI, JESSICA	31.88
	02/13/15	AUSTIN, CATHERINE	136.00
	02/13/15	BOWMAN, CHRIS	72.00
	02/13/15	CRAWFORD, SHAWN	500.00
	02/13/15	DOUGLASS, TOM	1,940.37
	02/13/15	INDA, ANTHONY	152.00
	02/13/15	KRECH, ELAINE	722.20
	02/13/15	LOONEY, RAYJEANIA	164.00
	02/13/15	MAIDMENT, COLIN	669.00
	02/13/15	MALONEY, SHAUNA	212.50
	02/13/15	NESVACIL, BRENNAN	80.00
	02/13/15	PRINS, KELLY	2,242.03
	02/13/15	REILLY, MICHAEL	2,093.87
	02/13/15	STEFFEN, MICHAEL	102.00
	02/13/15	PRIEM, STEVEN	2,518.59
	02/13/15	WOEHRLE, MATTHEW	2,294.77
	02/13/15	XIONG, BOON	1,616.37
	02/13/15	BERGO, CHAD	2,824.09
	02/13/15	FOWLDS, MYCHAL	4,189.58
	02/13/15	FRANZEN, NICHOLAS	2,988.47
	02/13/15	KREGER, JASON	2,353.80
9994401	01/29/15	SHORTREED, MICHAEL	2,061.20
9994414	02/13/15	ABRAHAMSON, TYLER	126.00
9994415	02/13/15	BONKO, NICHOLAS	140.00
9994416	02/13/15	BRADY, MADYSON	247.50
9994417	02/13/15	GREENER, DOUGLAS	103.50
9994418	02/13/15	HOLMES, AURORA	36.00
9994419	02/13/15	MAFI, ROBERT	36.00
9994420	02/13/15	MERRITT, MICHAEL	102.00
9994421	02/13/15	RYAN, NICOLE	24.75
9994422	02/13/15	TARR-JR, GUS	55.00
9994423	02/13/15	EKSTRAND, RYAN	133.26
9994424	02/13/15	O'BRIEN, ELIZABETH	86.23
			527,564.84

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer
Steven Love, Assistant City Engineer
Jon Jarosch, Civil Engineer II

DATE: February 11, 2015

SUBJECT: Approval of Resolution Approving Final Payment and Acceptance of Project, 2012 Mill and Overlay Improvements, City Project 11-15

Introduction

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

Background

On April 9, 2012, the council awarded Hardrives, Inc. a construction contract for roadway improvements in the amount of \$2,234,772.18. One change order was approved by Council in the amount of \$80,263.73.

The revised construction contract total as approved is \$2,315,035.91. The final construction cost is \$2,282,408.76, which is \$32,627.15 below the approved contract amount. Hardrives, Inc. has provided the Consent of Surety to Final Payment, Contractor's Withholding Affidavits (IC 134s), and Affidavits of Release of Liens to allow for project close out.

Budget Impact

The current approved budget for the project is \$3,194,800. The expenditures fall within the allocated budget. Once all financial transactions have been completed staff will bring back the final financing plan and recommend closure of the project fund in coordination with the Finance Director.

Recommendation

It is recommended that the city council approve the attached resolution Approving Final Payment and Acceptance of Project for the 2012 Mill and Overlay Improvements, City Project 11-15.

Attachments

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

RESOLUTION
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT
CITY PROJECT 11-15

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered Improvement Project 11-15, the 2012 Mill and Overlay Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the 2012 Mill and Overlay Improvements, City Project 11-15, is complete and recommends acceptance of the project.

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

1. City Project 11-15 is complete and maintenance of these improvements is accepted by the city; and the final construction cost is \$2,282,408.76. Final payment to Hardrives, Inc., and the release of any retainage or escrow is hereby authorized.

Approved this 23rd day of February 2015.

APPLICATION FOR FINAL PAYMENT PAYMENT NO. 7

Contract: City Project 11-15, Change Order No. 1
Owner: City of Maplewood, Minnesota
Contractor: Hardrives, Inc.
Project: 2012 Mill and Overlays

Application Date: 2/2/2015
For Period Ending: 2/2/2015

Original Contract Amount:	\$ 2,234,772.18
Contract Amendments:	\$ 80,263.73
Contract Amount to Date:	\$ 2,315,035.91
Total Amount of Work Completed to Date:	\$ 2,282,408.76
Material Stored On-Site but not in Work:	\$ -
Gross Amount Due to Date:	\$ 2,282,408.76
Less 0.00% Retainage	\$ -
Amount Due to Date:	\$ 2,282,408.76
Less Previous Payments:	\$ 2,153,035.14
Total Due This Application:	\$ 129,373.61

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

Contractor: Hardrives, Inc.

By: _____ Date: _____

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

Engineer: City of Maplewood - Public Works Department

By: _____ Date: _____

Approved for Payment

Owner: City of Maplewood

By: _____ Date: _____

PAYMENT HISTORY

Contract: City Project 11-15, Change Order No. 1
Owner: City of Maplewood, Minnesota
Contractor: Hardrives, Inc.
Project: 2012 Mill and Overlays

Payment Number	Payment Cutoff Date	Payment App Date	Amount
1	6/1/2012	6/6/2012	\$ 124,621.68
2	6/30/2012	7/3/2012	\$ 463,886.24
3	7/27/2012	7/30/2012	\$ 493,791.92
4	9/21/2012	9/26/2012	\$ 448,071.72
5	1/31/2013	1/31/2013	\$ 422,873.86
6	9/23/2013	9/23/2013	\$ 199,789.72
			<hr/> \$ 2,153,035.14

Contract: City Project 11-15, Change Order No. 1
 Owner: City of Maplewood
 Project: 2012 Mill and Overlays
 Contractor: Hardrives, Inc.
 Pay Est. # 7

BASE BID									
ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT UNIT PRICE	CONTRACT EXTENDED	TO-DATE QUANTITY	TO-DATE EXTENDED	TO-DATE QUANTITY	TO-DATE EXTENDED
2021.501	MOBILIZATION	LS	1	\$33,502.17	\$33,502.17	1,000	\$33,502.17	1,000	\$33,502.17
2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	687	\$3.00	\$2,061.00	819.00	\$2,457.00	819.00	\$2,457.00
2104.503	REMOVE CONCRETE SIDEWALK	SF	100	\$17.00	\$1,700.00				
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT/TRAIL	SY	624	\$3.21	\$2,003.04	687.80	\$2,207.84	687.80	\$2,207.84
2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT (SUBGRADE & CURB REPAIR AREAS)	SY	2,504	\$5.30	\$13,271.20	1,933.30	\$10,246.49	1,933.30	\$10,246.49
2104.513	SAWING BITUMINOUS ROADWAY PAVEMENT FOR PATCHING	LF	2,089	\$2.25	\$4,700.25	959.00	\$2,157.75	959.00	\$2,157.75
2104.523	SALVAGE CASTING (ALL TYPES)	EACH	14	\$110.49	\$1,546.86	13.00	\$1,436.37	13.00	\$1,436.37
2105.528	SELECT TOPSOIL BORROW, CY	CY	438	\$16.88	\$7,393.44	1,070.00	\$18,061.60	1,070.00	\$18,061.60
2123.610	STREET SWEEPER WITH PICKUP BROOM	TON	61	\$123.68	\$7,544.48	45.00	\$5,565.60	45.00	\$5,565.60
2211.501	AGGREGATE BASE CLASS 6	TON	3,138	\$6.73	\$21,316.74	900.62	\$7,882.41	900.62	\$7,882.41
2232.501	MILL BITUMINOUS SURFACE, 2" DEPTH	SY	86,294	\$0.91	\$78,427.54	86,979.00	\$79,150.89	86,979.00	\$79,150.89
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	4,313	\$2.30	\$9,919.90	7,900.00	\$18,170.00	7,900.00	\$18,170.00
2360.501	TYPE SPWE340B WEARING COURSE MIXTURE	TON	10,262	\$66.50	\$682,434.97	9,882.75	\$657,202.88	9,882.75	\$657,202.88
2360.503	TYPE SPWE240L WEARING COURSE MIXTURE (2L) 3" THICK DRIVEWAY OR TRAIL	TON	615	\$16.94	\$10,418.10	952.60	\$16,137.04	952.60	\$16,137.04
2360.506	TYPE SPNWB330B NON-WEARING COURSE MIXTURE (PATCHING)	TON	298	\$72.50	\$21,605.00	586.92	\$42,551.70	586.92	\$42,551.70
2504.602	ADJUST VALVE BOX - ALL TYPES (WATER, GAS, ETC)	EACH	66	\$227.23	\$14,997.18	4.00	\$908.92	4.00	\$908.92
2506.521	FURNISH & INSTALL R-1678-A FRAME & R-2422-A1 LID FOR STORM SEWER	EACH	13	\$741.76	\$9,642.88	1.00	\$741.76	1.00	\$741.76
2506.522	ADJUST FRAME AND RING CASTING (ALL TYPES)	EACH	89	\$368.46	\$32,792.94	63.00	\$23,212.98	63.00	\$23,212.98
2521.501	#4 CONCRETE SIDEWALK	SF	131	\$10.29	\$1,347.99	65.00	\$668.85	65.00	\$668.85
2531.501	CONCRETE C&G, DESIGN B612, B618, B624, RIBBON OR TRANSITION	LF	737	\$22.23	\$16,383.51	925.00	\$20,562.75	925.00	\$20,562.75
2531.602	PEDESTRIAN CURB RAMP	EACH	4	\$514.30	\$2,057.20	1.00	\$514.30	1.00	\$514.30
2535.501	BITUMINOUS CURB (MACHINE PLACED - 7 INCH)	LF	19,463	\$4.08	\$79,409.04	22,764.61	\$92,879.61	22,764.61	\$92,879.61
2563.601	TRAFFIC CONTROL	LS	1	\$14,946.76	\$14,946.76	1,000	\$14,946.76	1,000	\$14,946.76
2563.602	DYNAMIC SPEED DISPLAY SIGN	EACH	6	\$9,107.35	\$54,644.10	6.00	\$54,644.10	6.00	\$54,644.10
2565.602	ADJUST HANDHOLE	EACH	19	\$267.86	\$5,089.34				
2565.602	NMC LOOP DETECTOR 6' x 6'	EACH	3	\$2,250.02	\$6,750.06	3.00	\$6,750.06	3.00	\$6,750.06
2573.530	INLET PROTECTION ALL TYPES	EACH	107	\$75.00	\$8,025.00	114.00	\$8,580.00	114.00	\$8,580.00
2573.540	FILTER LOG, TYPE COMPOST LOG	LF	680	\$2.14	\$1,455.20	215.00	\$460.10	215.00	\$460.10
2575.532	COMMI. FERT., ANALYSIS 10-10-10 (AT 300LBS/ACRE) FOR SEEDED AREAS W/ MIX 270	LB	423	\$0.54	\$228.42	565.00	\$305.10	565.00	\$305.10
2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	6,790	\$1.88	\$12,765.20	13,628.80	\$25,622.14	13,628.80	\$25,622.14
2575.608	TURF ESTABLISHMENT w/SEED MIX 270 (120 LBS/ACRE)	LB	169	\$2.04	\$344.76	226.00	\$461.04	226.00	\$461.04
2582.501	PAVEMENT MESSAGE (LEFT ARROW) - EPOXY	EACH	1	\$128.57	\$128.57	1.00	\$128.57	1.00	\$128.57
2582.501	PAVEMENT MESSAGE (RIGHT ARROW) - EPOXY	EACH	3	\$128.57	\$385.71	3.00	\$385.71	3.00	\$385.71
2582.501	PAVEMENT MESSAGE (ONLY) - EPOXY	EACH	1	\$187.50	\$187.50	1.00	\$187.50	1.00	\$187.50
2582.502	4" SOLID LINE WHITE - EPOXY	LF	42,446	\$0.27	\$11,460.42	42,551.00	\$11,488.77	42,551.00	\$11,488.77
2582.502	4" SOLID LINE YELLOW - EPOXY	LF	189	\$0.28	\$52.92	152.00	\$42.56	152.00	\$42.56
2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	20,313	\$0.56	\$11,377.20	20,420.00	\$11,435.20	20,420.00	\$11,435.20
2582.502	12" SOLID LINE WHITE - EPOXY	LF	120	\$6.43	\$771.60	100.00	\$643.00	100.00	\$643.00
2582.502	24" SOLID LINE WHITE - EPOXY	LF	123	\$7.50	\$922.50	129.00	\$967.50	129.00	\$967.50
2582.502	24" SOLID LINE YELLOW - EPOXY	LF	30	\$5.36	\$160.80	18.00	\$96.48	18.00	\$96.48
2582.503	CROSSWALK MARKING WHITE - EPOXY	SF	486	\$4.07	\$1,978.02	288.00	\$1,172.16	288.00	\$1,172.16
TOTAL:					\$1,187,001.95		\$1,179,628.54		

**BID ALTERNATE NO. 1 - CONWAY AVENUE
 CITY PROJECT 11-15, S.A.P. 138-101-014**

ITEM NO.	DESCRIPTION	UNIT	CONWAY AVENUE PARTICIPATING		CONTRACT UNIT PRICE	CONTRACT EXTENDED	TO-DATE QUANTITY	TO-DATE EXTENDED
			ESTIMATED QUANTITY	QUANTITY				
2021.501	MOBILIZATION	LS	1		\$15,091.25	\$15,091.25	1,000	\$15,091.25
2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	2,980		\$3.00	\$8,940.00	3,576.00	\$10,728.00
2104.503	REMOVE CONCRETE SIDEWALK	SF	5,384		\$1.71	\$9,206.64	6,173.00	\$10,555.83

ITEM NO.	DESCRIPTION	UNIT	SOUTHLAWN DRIVE		CONTRACT UNIT PRICE	CONTRACT EXTENDED	TO-DATE QUANTITY	TO-DATE EXTENDED
			PARTICIPATING	ESTIMATED				
2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT (SUBGRADE & CURB REPAIR AREAS)	SY	2,232		\$5.30	\$11,829.60	465.00	\$2,464.50
2104.506	REMOVE CONCRETE DRIVEWAY PAVEMENT/APRON	SY	130		\$4.82	\$626.60	130.00	\$626.60
2104.513	SAWING BITUMINOUS ROADWAY PAVEMENT FOR PATCHING	LF	4,172		\$2.25	\$9,387.00	4,246.00	\$9,553.50
2105.526	SELECT TOPSOIL BORROW, CY	CY	62		\$16.88	\$1,046.56	161.00	\$2,717.68
2123.610	STREET SWEEPER WITH PICKUP BROOM	HOURL	28		\$123.68	\$3,463.04	15.00	\$1,855.20
2211.501	AGGREGATE BASE CLASS 6	TON	1,500		\$14.73	\$22,095.00	292.05	\$4,301.90
2232.501	MILL BITUMINOUS SURFACE, 2" DEPTH	SY	32,411		\$0.81	\$26,252.91	32,411.00	\$26,252.91
2232.502	MILL BITUMINOUS SURFACE, 2" DEPTH (3M ENTRANCE STREETS)	SY	2,088		\$1.92	\$4,008.96	2,088.00	\$4,008.96
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,725		\$2.30	\$3,967.50	2,600.00	\$5,980.00
2360.501	TYPE SPWB340B WEARING COURSE MIXTURE	TON	3,880.11		\$67.50	\$261,907.43	3,880.11	\$261,907.43
2360.501	TYPE SPWB340B WEARING COURSE MIXTURE (3M ENTRANCE STREETS)	TON	240		\$75.80	\$18,192.00	240.00	\$18,192.00
2360.505	TYPE SPNWB330B NON-WEARING COURSE MIXTURE (PATCHING)	TON	27.46		\$72.50	\$1,990.85	154.50	\$11,201.25
2504.602	ADJUST VALVE BOX - ALL TYPES (WATER, GAS, ETC)	EACH	3		\$231.69	\$695.07	3.00	\$695.07
2506.521	FURNISH & INSTALL R-1678-A FRAME & R-2422-A LID FOR STORM SEWER	EACH	1		\$741.76	\$741.76		
2506.522	ADJUST FRAME AND RING CASTING (ALL TYPES)	EACH	30		\$367.20	\$11,016.00	14.00	\$5,140.80
2521.501	4" CONCRETE SIDEWALK	SF	3,359		\$5.46	\$18,340.14	4,658.00	\$25,432.68
2531.501	CONCRETE C&G, DESIGN B612, B618, B624, RIBBON OR TRANSITION	LF	3,113		\$19.82	\$61,699.66	3,684.00	\$72,620.48
2531.507	8" CONCRETE DRIVEWAY PAVEMENT - COMMERCIAL	SY	103		\$55.82	\$5,749.46	177.82	\$9,925.91
2531.602	PEDESTRIAN CURB RAMP	EACH	48		\$514.30	\$24,686.40	70.00	\$36,001.00
2563.601	TRAFFIC CONTROL	LS	1		\$13,821.74	\$13,821.74	1.00	\$13,821.74
2565.602	PEDESTRIAN PUSH BUTTON	EACH	8		\$2,143.04	\$17,144.32	8.000	\$17,144.32
2565.602	ADJUST HANDHOLE	EACH	12		\$267.86	\$3,214.32	2.00	\$535.72
2565.602	INMIC LOOP DETECTOR 6' x 6'	EACH	10		\$750.02	\$7,500.20	10.00	\$7,500.20
2573.530	INLET PROTECTION, ALL TYPES	EACH	52		\$75.00	\$3,900.00	51.00	\$3,825.00
2575.532	COMM. FERT. ANALYSIS 10-10-10 (AT 300LBS/ACRE) FOR SEEDED AREAS W/ MIX 270	LB	74		\$0.54	\$39.96		
2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	1,201		\$1.88	\$2,257.88	2,511.90	\$4,722.37
2575.608	TURF ESTABLISHMENT W/ SEED MIX 270 (120 LBS/ACRE)	LB	30		\$2.04	\$61.20	25.00	\$51.00
2582.501	INSTALL SUPPLIED STAMARK INLAY TAPE PAVEMENT MESSAGE (LEFT ARROW)	EACH	20		\$139.29	\$2,785.80	22.00	\$3,064.38
2582.501	INSTALL SUPPLIED STAMARK INLAY TAPE PAVEMENT MESSAGE (RIGHT ARROW)	EACH	3		\$139.29	\$417.87	3.00	\$417.87
2582.501	INSTALL SUPPLIED STAMARK INLAY TAPE PAVEMENT MESSAGE (STRAIGHT ARROW)	EACH	2		\$139.29	\$278.58	2.00	\$278.58
2582.501	INSTALL SUPPLIED STAMARK INLAY TAPE PAVEMENT MESSAGE (ONLY)	EACH	9		\$171.43	\$1,542.87	10.00	\$1,714.30
2582.502	4" INSTALL SUPPLIED STAMARK INLAY TAPE BROKEN LINE WHITE 10-30	LF	2,210		\$1.39	\$3,071.90	2,544.39	\$3,536.70
2582.502	4" INSTALL SUPPLIED STAMARK INLAY TAPE 4" SOLID LINE WHITE	LF	2,980		\$1.39	\$4,142.20	2,834.47	\$3,939.91
2582.502	4" SOLID LINE YELLOW - EPOXY	LF	10,236		\$0.28	\$2,866.08	10,013.00	\$2,803.64
2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	45		\$0.56	\$25.20		
2582.502	8" SOLID LINE WHITE - EPOXY	LF	535		\$3.75	\$2,006.25	533.00	\$1,998.75
2582.502	12" SOLID LINE WHITE - EPOXY	LF	20		\$6.43	\$128.60	20.00	\$128.60
2582.502	24" SOLID LINE WHITE - EPOXY	LF	311		\$5.36	\$1,666.96	278.00	\$1,490.08
2582.503	INSTALL SUPPLIED STAMARK INLAY TAPE CROSSWALK MARKING WHITE	SF	2,250		\$2.36	\$5,310.00	2,286.00	\$5,394.96
					TOTAL:	\$593,115.76		\$607,621.07

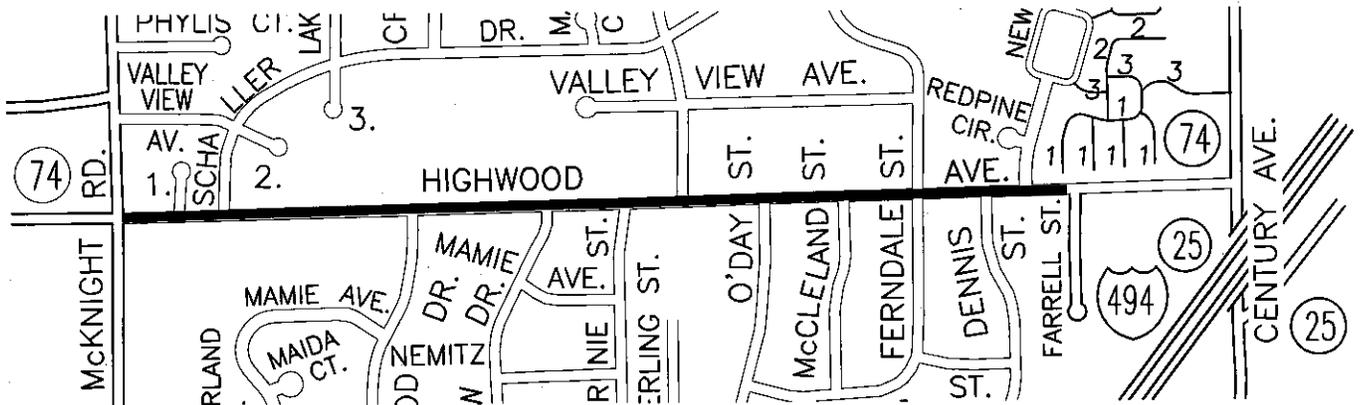
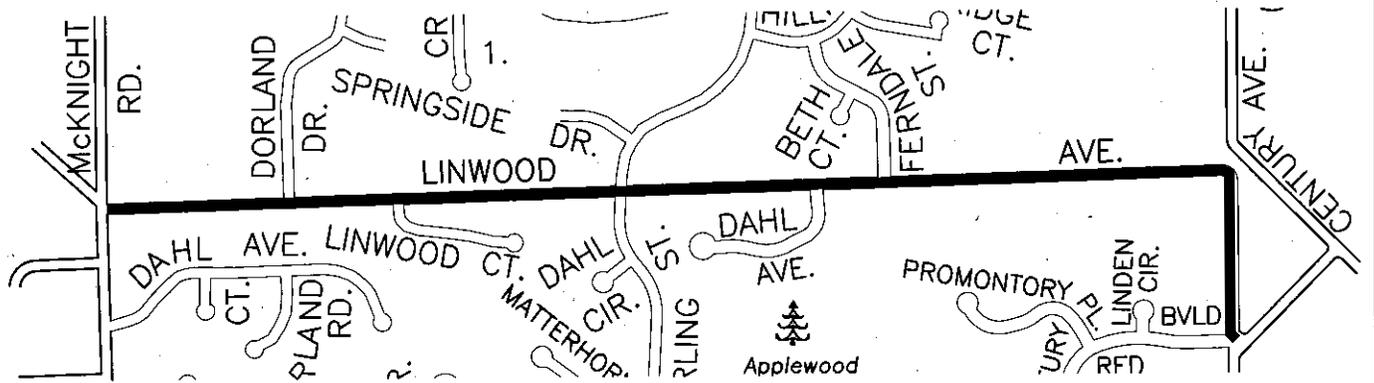
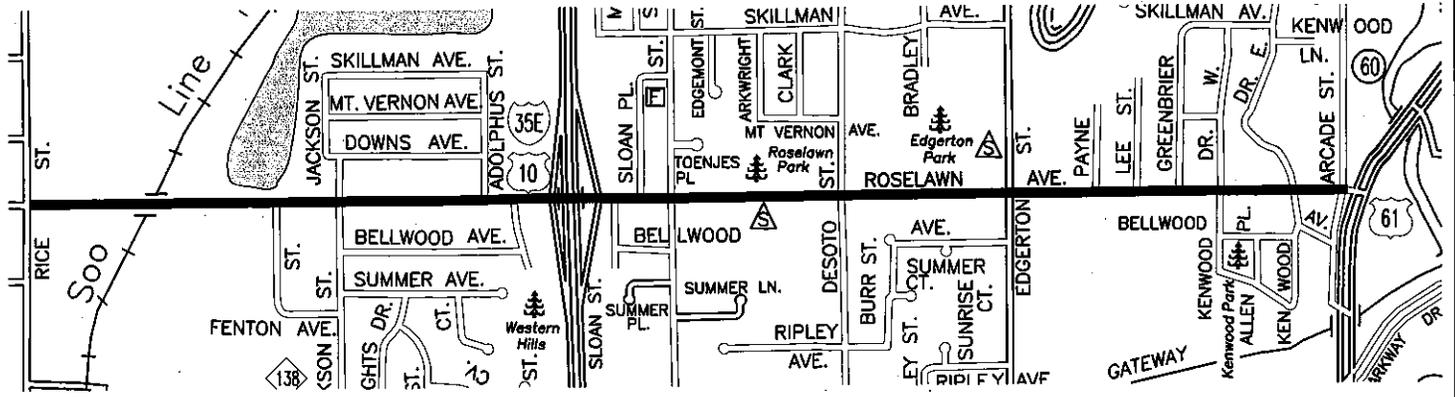
ITEM NO.	DESCRIPTION	UNIT	SOUTHLAWN DRIVE		CONTRACT UNIT PRICE	CONTRACT EXTENDED	TO-DATE QUANTITY	TO-DATE EXTENDED
			PARTICIPATING	ESTIMATED				
2021.501	MOBILIZATION	LS	1		\$7,841.27	\$7,841.27	1.000	\$7,841.27
2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	670		\$3.00	\$2,010.00	752.00	\$2,256.00
2104.503	REMOVE CONCRETE SIDEWALK	SF	700		\$1.71	\$1,197.00	948.00	\$1,621.08
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT/TRAIL	SY	16		\$51.36	\$821.76		
2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT (SUBGRADE & CURB REPAIR AREAS)	SY	821		\$5.30	\$4,351.30	167.00	\$885.10
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT/APRON	SY	33		\$4.82	\$159.06	22.00	\$106.04
2104.513	SAWING BITUMINOUS ROADWAY PAVEMENT FOR PATCHING	LF	1,040		\$2.25	\$2,340.00	968.00	\$2,178.00
2104.523	SALVAGE CASTING (ALL TYPES)	EACH	4		\$110.60	\$442.40		
2105.526	SELECT TOPSOIL BORROW, CY	CY	32		\$16.88	\$540.16	64.00	\$1,080.32
2123.610	STREET SWEEPER WITH PICKUP BROOM	HOURL	11		\$136.08	\$1,496.88	19.00	\$2,349.92
2211.501	AGGREGATE BASE CLASS 6	TON	646		\$14.73	\$9,515.58	19.48	\$286.94
2357.501	MILL BITUMINOUS SURFACE, 2" DEPTH	SY	13,622		\$0.95	\$12,940.90	13,622.00	\$12,940.90
2360.501	TYPE SPWB340B WEARING COURSE MIXTURE	GAL	681		\$2.30	\$1,566.30	1,200.00	\$2,760.00
2360.503	TYPE SPWEA240L WEARING COURSE MIXTURE (2L) 3" THICK DRIVEWAY OR TRAIL	TON	1,880		\$68.75	\$129,350.00	1,572.14	\$108,084.63
2360.505	TYPE SPNWB330B NON-WEARING COURSE MIXTURE (PATCHING)	SY	12		\$31.15	\$373.80		
2504.602	ADJUST VALVE BOX - ALL TYPES (WATER, GAS, ETC)	EACH	10		\$228.42	\$2,284.20	1.00	\$228.42
2506.521	FURNISH & INSTALL R-3067-V FRAME & GRATE OR EQUIV	EACH	1		\$741.76	\$741.76	1.00	\$741.76
2506.521	FURNISH & INSTALL R-1678-A FRAME & R-1422-0015 LID FOR SANITARY SEWER	EACH	3		\$2,225.28	\$2,225.28		

ITEM NO.	DESCRIPTION	UNIT	PARTICIPATING ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CONTRACT EXTENDED	TO-DATE QUANTITY	TO-DATE EXTENDED
2506.522	ADJUST FRAME AND RING CASTING (ALL TYPES)	EACH	9	\$367.20	\$3,304.80		
2521.501	4" CONCRETE SIDEWALK	SF	550	\$5.46	\$3,003.00	871.00	\$4,755.66
2531.501	CONCRETE C&G- DESIGN B612, B618, B624, RIBBON OR TRANSITION	LF	730	\$17.68	\$12,906.40	897.00	\$15,858.96
2531.507	8" CONCRETE DRIVEWAY PAVEMENT - COMMERCIAL	SY	23	\$55.82	\$1,283.86	28.87	\$1,611.52
2531.602	PEDESTRIAN CURB RAMP	EACH	8	\$514.30	\$4,114.40	7,000	\$3,600.10
2563.601	TRAFFIC CONTROL	LS	1	\$10,660.95	\$10,660.95	1,000	\$10,660.95
2565.602	PEDESTRIAN PUSH BUTTON	EACH	8	\$2,143.04	\$17,144.32	8.00	\$17,144.32
2565.602	ADJUST HANDHOLE	EACH	7	\$267.86	\$1,875.02		
2565.602	NMC LOOP DETECTOR 6' x 6'	EACH	4	\$750.02	\$3,000.08	4.00	\$3,000.08
2565.602	NMC LOOP DETECTOR 6' x 15'	EACH	2	\$750.02	\$1,500.04	2.00	\$1,500.04
2573.530	INLET PROTECTION ALL TYPES	EACH	16	\$75.00	\$1,200.00	16.00	\$1,200.00
2575.532	COMM. FERT., ANALYSIS 10-10-10 (AT 300LBS/ACRE) FOR SEEDED AREAS W/ MIX 270	LB	32	\$0.54	\$17.28		
2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	508	\$1.88	\$955.04	351.90	\$661.87
2575.608	TURF ESTABLISHMENT W/ SEED MIX 270 (120 LBS/ACRE)	LB	13	\$2.04	\$26.52		
2582.501	PAVEMENT MESSAGE (LEFT ARROW) - EPOXY	EACH	4	\$125.58	\$514.32	4.00	\$514.32
2582.501	PAVEMENT MESSAGE (RIGHT ARROW) - EPOXY	EACH	2	\$125.58	\$257.16	2.00	\$257.16
2582.501	PAVEMENT MESSAGE (STRAIGHT ARROW) - EPOXY	EACH	2	\$125.58	\$257.16	2.00	\$257.16
2582.501	PAVEMENT MESSAGE (ONLY) - EPOXY	EACH	4	\$187.51	\$750.04	4.00	\$750.04
2582.502	4" SOLID LINE WHITE - EPOXY	LF	860	\$0.27	\$232.20	1,046.00	\$282.42
2582.502	4" SOLID LINE YELLOW - EPOXY	LF	2,388	\$0.28	\$668.64	2,321.00	\$649.88
2582.502	4" BROKEN LINE WHITE - EPOXY	LF	930	\$0.27	\$251.10	940.00	\$253.80
2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	1,167	\$0.56	\$653.52	1,715.00	\$960.40
2582.502	24" SOLID LINE WHITE - EPOXY	LF	75	\$7.50	\$562.50	78.00	\$585.00
2582.502	24" SOLID LINE YELLOW - EPOXY	LF	76	\$5.36	\$407.36	56.00	\$300.16
2582.503	CROSSWALK MARKING WHITE - EPOXY	SF	288	\$4.07	\$1,172.16	738.00	\$3,003.66
				TOTAL:	\$253,376.22		\$213,550.66

**CHANGE ORDER NO. 1
CITY PROJECT 11-15**

ITEM NO.	DESCRIPTION	UNIT	PARTICIPATING ESTIMATED QUANTITY		CONTRACT UNIT PRICE	CONTRACT EXTENDED	TO-DATE QUANTITY	TO-DATE EXTENDED
	ROSELAWN AVENUE SANITARY SEWER STUB	LS	1		\$4,830.00	\$4,830.00	1	\$4,830.00
	ROSELAWN AVENUE STORM SEWER	LS	1		\$41,222.50	\$41,222.50	1	\$41,222.50
	MARYLAND AVENUE EXTRA DEPTH MILLING	SY	3,129		\$2,847.39	\$2,847.39	3,129	\$2,847.39
	MARYLAND AVENUE BASE COURSE	TON	369.8		\$56.00	\$20,708.80	369.80	\$20,708.80
	ROSELAWN AVENUE BASE COURSE	TON	3,515.05		\$56.00	\$196,842.80	3,515.05	\$196,842.80
	CONWAY AVENUE STORM SEWER	LS	1		\$15,157.00	\$15,157.00	1	\$15,157.00
				TOTAL:	\$281,608.49		\$281,608.49	

BASE BID	\$1,187,001.95	\$1,179,628.54
BID ALTERNATE NO. 1	\$593,115.76	\$607,621.07
BID ALTERNATE NO. 2	\$253,376.22	\$213,550.66
CHANGE ORDERS	\$281,608.49	\$281,608.49
GRAND TOTAL	\$2,315,102.42	\$2,282,408.76

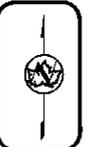


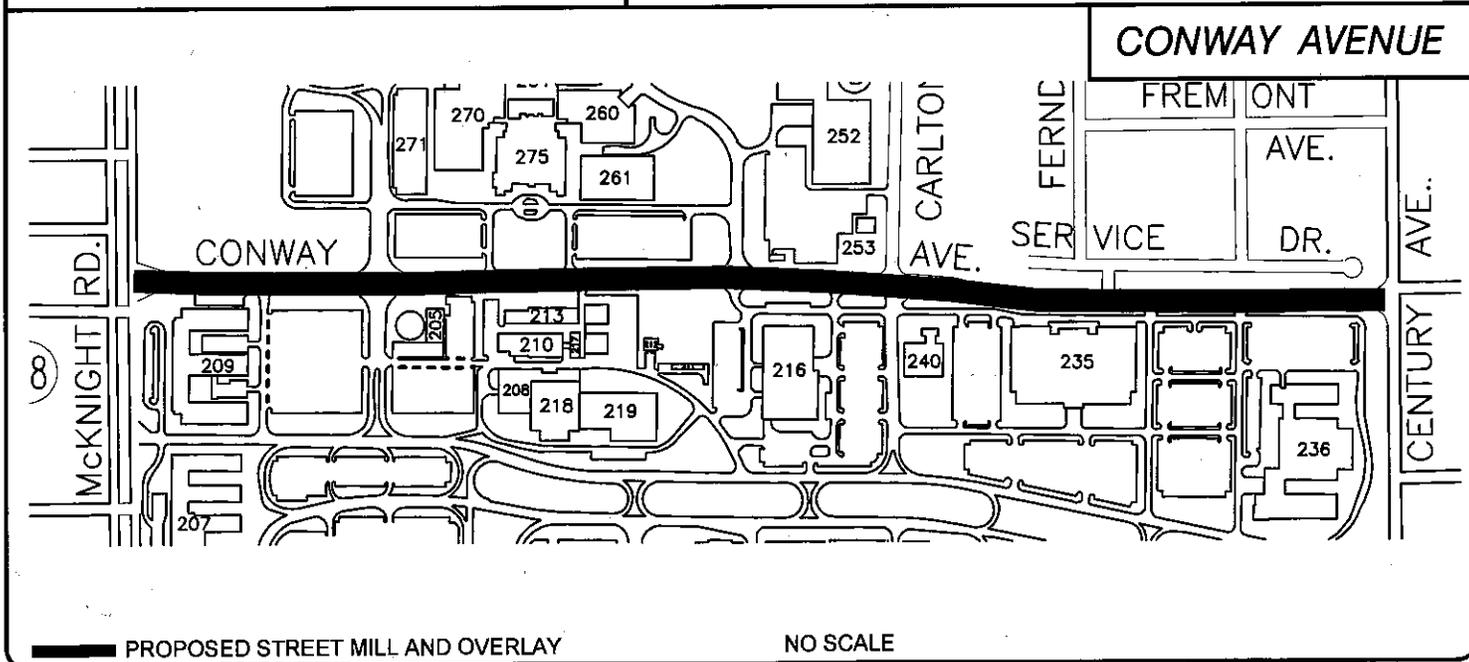
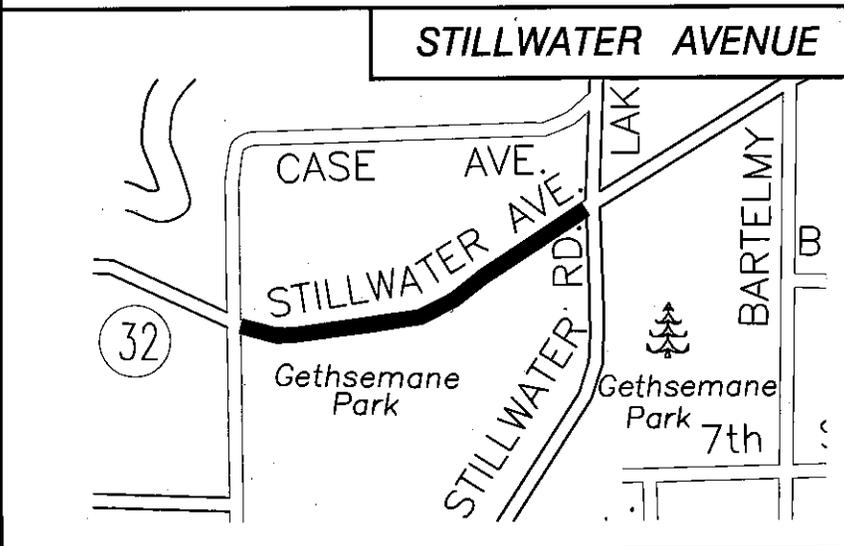
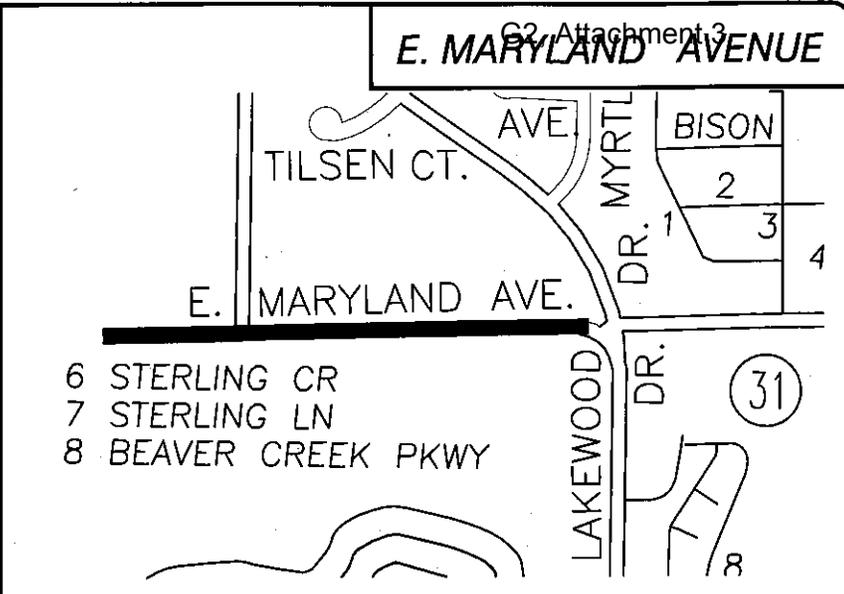
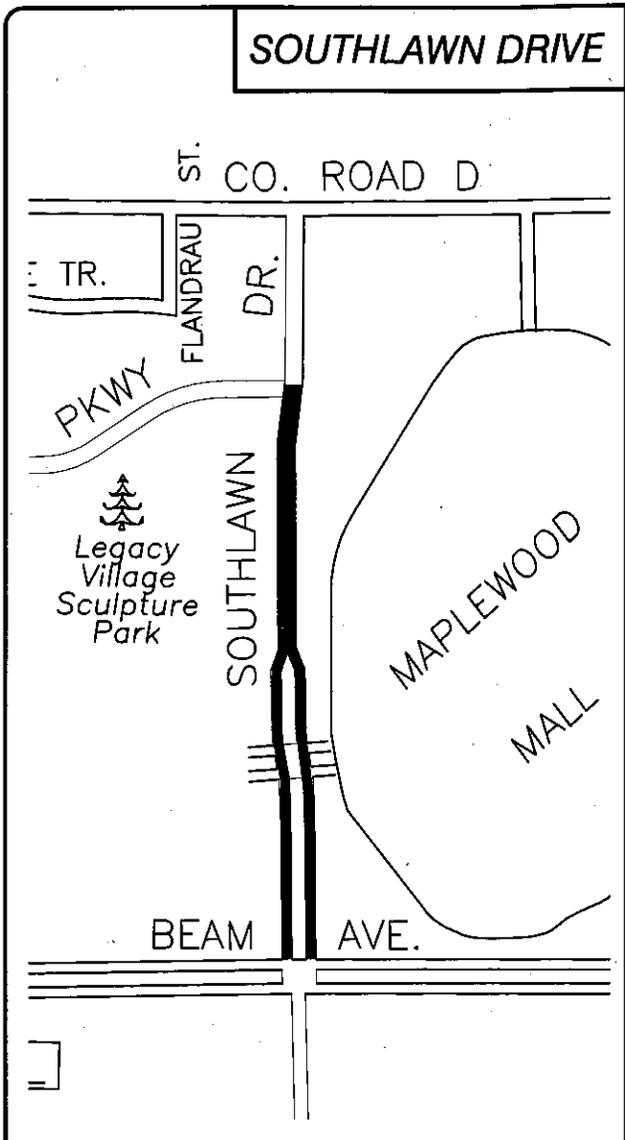
PROPOSED STREET MILL AND OVERLAY

NO SCALE

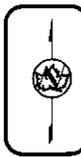
Capital Improvement Project for 2012

2012 Mill and Overlays
City Project 11-15





Capital Improvement Project for 2012
 2012 Mill and Overlays
 City Project 11-15



MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Steven Love, Assistant City Engineer
Jon Jarosch, Civil Engineer II

DATE: February 12, 2015

SUBJECT: Approval of Resolution Authorizing Project Expenditures for Beebe-Sterling Street Improvements, City Project 13-10

Introduction

Sterling Street, from Londin Lane to Linwood Avenue is in poor condition and in need of repair. This street is in the approved 2015-2019 Capital Improvement Plan for improvements in 2016. The City Council will consider initiating preliminary work on the project by approving the attached resolution authorizing project expenditures for the Beebe-Sterling Street Improvement Project, City Project 13-10.

Background

Sterling Street has continued to deteriorate over the years with the street having a current average PCI rating of 38 (on a scale from 1 to 100) according to the most recent street rating survey. The low PCI rating is due to the top 1" layer of pavement delaminating from the pavement below throughout this section of Sterling Street. The existing street has concrete curb and gutter along with a storm sewer system. The Public Works department continues to spend a considerable amount of time maintaining this street by patching potholes in severe areas to maintain a minimum level of service. City staff has been contacted by numerous drivers/bicyclists in the area concerned with the condition of the pavement thus it was moved into the CIP program for 2016 to allay those concerns.

This project would consist of approximately 0.7 miles of pavement rehabilitation. It is necessary to rehabilitate this street to improve serviceability and relieve the maintenance department of continual repairs.

On August 26, 2013 the City Council ordered the preparation of a feasibility report for the Beebe Road Street Improvements, City Project 13-10. This project was originally anticipated for construction in 2015. Due to the shifting of priorities in planned improvements in the 2015-2019 CIP Document, this project was delayed for construction into 2016. In order to create efficiencies in project development and management, which typically results in cost savings, it is recommended that the Sterling Street improvements be added to the Beebe Road improvement project.

Schedule

The following is a tentative schedule update for the feasibility study:

- March 2015 – staff initiates the project process and feasibility study by sending an informational letter to the neighborhood residents.
- April 2015 thru September 2015 – engineering department conducts topographic surveys, preliminary engineering studies, research of the project area, and drafts the feasibility study. Staff holds informational neighborhood meetings about the proposed project as the feasibility study is

being conducted.

- October 2015 – Staff submits the feasibility study to Council to consider acceptance and scheduling of a public hearing.

Budget Impact

The City Council established a project expenditure of \$60,000 at the August 26, 2013 meeting to prepare a feasibility report for the Beebe Road improvements. As staff is proposing to adjust the scope of this project, with the addition of the improvements to Sterling Street in south Maplewood, an additional allocation is requested at this time.

Staff recommends increasing the authorized project expenditures from \$60,000 to \$120,000. This amount will cover additional topographic surveying, soil borings, benefit appraisal services, preparation of a feasibility report, and preliminary engineering. This project is to be conducted by our engineering team.

Once the feasibility study is complete it will be brought to council for acceptance and setting of a detailed project budget.

Recommendation

Staff recommends that the City Council approve the attached resolution authorizing project expenditures for the Beebe-Sterling Street Improvements, City Project 13-10.

Attachments:

1. Resolution Authorizing Project Expenditures
2. Capital Improvement Plan - Project Details
3. Location Map

RESOLUTION
AUTHORIZING PROJECT EXPENDITURES
BEEBE-STERLING STREET IMPROVEMENTS, CITY PROJECT 13-10

WHEREAS, on August 23, 2013 the City Council of Maplewood ordered the preparation of a feasibility report for the Beebe Road Street Improvements, City Project 13-10, and

WHEREAS, on August 23, 2013 a project expenditure in the amount of \$60,000 was authorized by the Maplewood City Council, and

WHEREAS, City staff are proposing a change in project scope to include Sterling Street, from Londin Lane to Linwood Avenue, to both create efficiencies in project development and maintain consistency with the 2015-2019 approved Capital Improvement Plan document, and

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

1. That the proposed change in project scope will result in the need for additional expenditures to prepare the topographic surveying, soil borings, benefit appraisal services, preparation of a feasibility report, and preliminary engineering.
2. That the revised scope of improvements be referred to the city engineer for study and that he is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost effective and feasible, and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

FURTHERMORE, the finance manager is hereby authorized to adjust the project expenditure funding from \$60,000 to \$120,000 to prepare the feasibility report.

Approved this 23rd day of February 2015.

CITY OF MAPLEWOOD CAPITAL IMPROVEMENT PLAN 2014 - 2018

PROJECT TITLE: Beebe Road Street Improvements **TOTAL COST:** \$1,290,000

PROJECT NUMBER: PW14.060 **PROJECT CATEGORY:** Public Works

DESCRIPTION: Neighborhood Area Street Reconstruction

JUSTIFICATION:

Beebe Road is a state aid route approximately ½ mile in length. A majority of funding will come from gas taxes (MSA Funds). Beebe Road is proposed for full reconstruction in 2015. The pavement condition rating in recent years has dropped significantly and is currently at 23 out of 100. The drainage is not of high concern however as storm sewer and curb and gutter currently exist. However the engineering department has received a number of complaints about the rough driving conditions. We will continue to work with the area townhome association, school, and others area stakeholders to help shape a future project. Project includes \$30,000 for fog seal preventative maintenance treatment (area to be determined).

Funding Source	Prior Years	2014	2015	2016	2017	2018	Funding Total
State Aid	0	100,000	625,000	0	0	0	725,000
St. Paul Water	0	0	51,000	0	0	0	51,000
St. Paul W.A.C. Fund	0	0	51,000	0	0	0	51,000
Sanitary Sewer Fund	0	0	63,000	0	0	0	63,000
Bonds-Special Assessment	0	0	400,000	0	0	0	400,000

		PROJECT COSTS	
PROJECT STARTING DATE:	July 2014	Preliminaries:	\$100,000
		Land Acquisition:	\$0
PROJECT COMPLETION DATE:	October 2015	Construction:	\$1,190,000
		Equipment and Other:	\$0
NEIGHBORHOOD:	08 - Hillside	Project Costs:	\$1,290,000

CITY OF MAPLEWOOD CAPITAL IMPROVEMENT PLAN 2015 - 2019

PROJECT TITLE: Sterling Street - Linwood Avenue to Londin Lane **TOTAL COST:** \$570,000

PROJECT NUMBER: PW15.090 **PROJECT CATEGORY:** Public Works

DESCRIPTION: Pavement Replacement

JUSTIFICATION:

The condition of Sterling Street from Linwood Avenue to Londin Lane is in poor condition and in need of repair. This section of Sterling Street has existing concrete curb and gutter that will be maintained. The pavement shows signs of delamination or raveling of the top 1/2" to 1" of the bituminous surface.

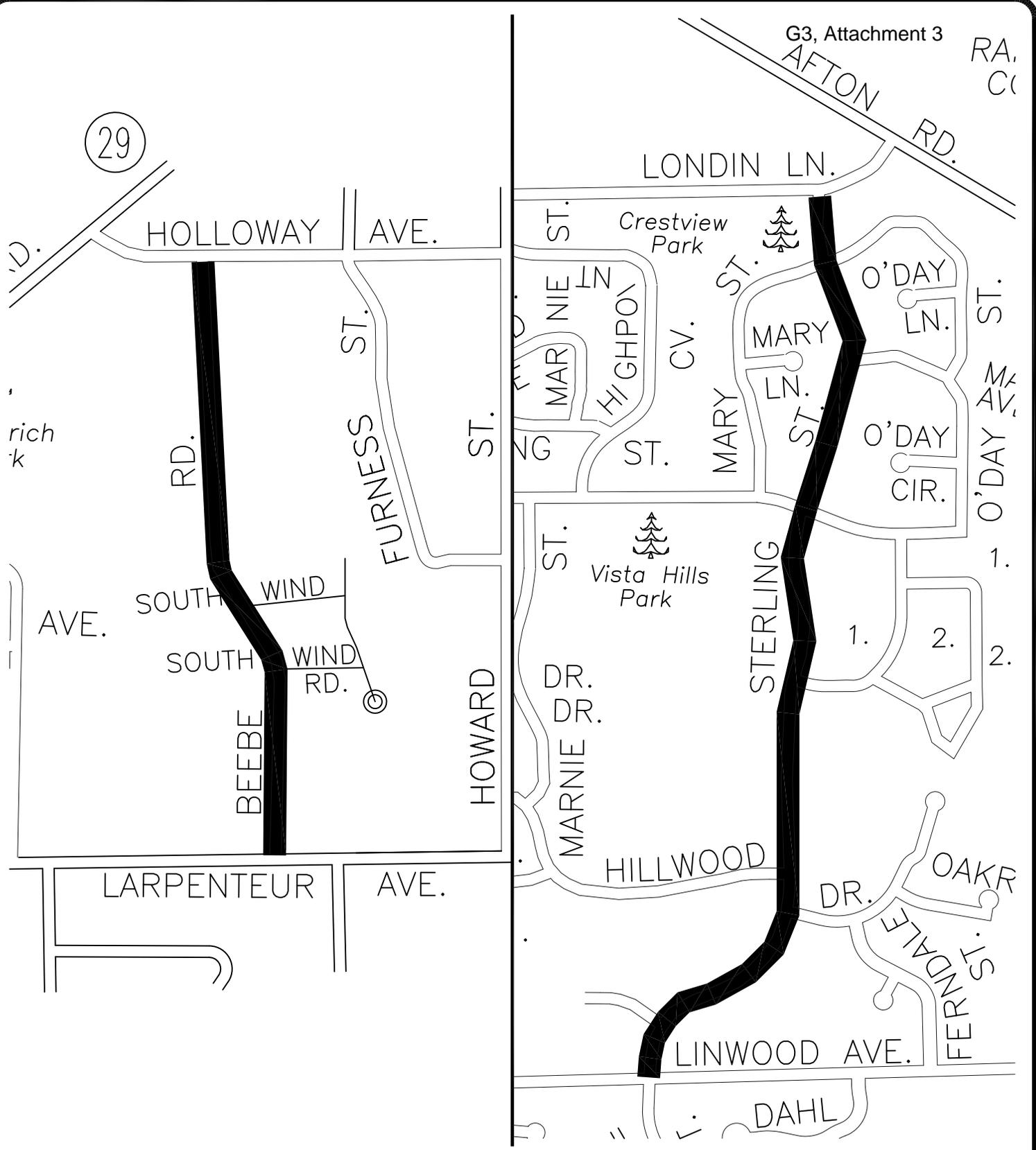
0.7 miles of streets, Average PCI 40/100

PROJECT COSTS AND FUNDING SOURCES BY YEARS:

Funding Source	Prior Years	2015	2016	2017	2018	2019	Funding Total
Bonds-G.O. Improvement	0	40,000	287,640	0	0	0	327,640
Bonds-Special Assessment	0	0	162,560	0	0	0	162,560
St. Paul Water	0	0	17,100	0	0	0	17,100
St. Paul W.A.C. Fund	0	0	17,100	0	0	0	17,100
Environmental Utility Fund	0	0	28,500	0	0	0	28,500
Sanitary Sewer Fund	0	0	17,100	0	0	0	17,100

		PROJECT COSTS	
PROJECT STARTING DATE:	June 2016	Preliminaries:	\$40,000
		Land Acquisition:	\$0
PROJECT COMPLETION DATE:	October 2016	Construction:	\$530,000
		Equipment and Other:	\$0
NEIGHBORHOOD:	11 - Vista Hills	Project Costs:	\$570,000

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PROPOSED STREET IMPROVEMENT

NO SCALE

Beebe Road / Sterling Street Improvements
Project Location Map
City Project 13-10



MEMORANDUM

TO: Melinda Coleman, City Manger

FROM: Michael Thompson, City Engineer/Public Works Director
DuWayne Konewko, Parks and Recreation Director
James Taylor, Parks Manager
Steven Love, Assistant City Engineer

DATE: February 12, 2015

SUBJECT: Approval of Work Order Agreement 12A, County Road B Trail and Safety Improvements, City Project 14-02

Introduction

The City Council will consider approval of agreement for professional services for preliminary and final design for the County Road B Trail and Safety Improvements, City Project 14-02.

Background

On January 27, 2014 the City Council passed a resolution supporting the 2014 Safe Routes to School Infrastructure Grant Application. The Public Works Department, the Parks and Recreation Department; along with the City's consultant Bolton & Menk, Inc. worked together to prepare and submit a Safe Routes to School (SRTS) Infrastructure Grant application to MnDOT. The SRTS Infrastructure Grant included the construction of safety and trail improvements along County Road B from the existing trail at Birmingham Street to the existing trail at Van Dyke Street. Additionally, the proposal included extending a sidewalk from the proposed trail at the southeast corner of White Bear Avenue and County Road B to the existing sidewalk along the east side of White Bear Avenue south of County Road B.

On April 4, 2014, the City received notification that the City was selected for the SRTS Infrastructure Grant. On May 12, 2014, the City Council authorized the County Road B Trail and Safety Improvements, City Project 14-02 to proceed and utilize the services of Bolton and Menk, Inc. as project engineer.

On July 14, 2014, the City Council approved an agreement, Work Order 12, for professional services with Bolton and Menk, Inc. for design and property acquisition in the amount of \$210,157.

Discussion

Bolton and Menk, Inc. has submitted a proposed scope of services amendment, Work Order No. 12A, for the completion of the design. This scope of services amendment is for project scope changes that arose during design and development and includes additional storm sewer design, hydraulic modeling, updating of Maplewood's specification, and traffic signal design for the intersection of White Bear Avenue and County Road B. The following is a summary of the proposed work and associated costs:

Proposed Scope of Services	
Bolton & Menk, Inc.	
Modifications to County Road B Trail	\$20,000
White Bear Avenue Signal Design	\$24,000
Total	\$44,000

All cost associated with the White Bear Avenue Signal design will be reimbursed by Ramsey County to the City of Maplewood.

Budget Impact

The SRTS Infrastructure grant is a federal grant that provides funding to implement SRTS infrastructure projects. The funding provided is an 80% federal / 20% local match grant. The initial construction cost estimate for the County Road B Trail and Safety Improvements was \$491,030. The federal grant share totals \$392,800 (construction costs) with a minimum local match of \$98,230 (construction costs).

Costs associated with the preparation of the grant application and preliminary work done to receive the grant is not eligible to be funded through the grant or be part of the 20% match.

City staff has prepared a final budget based on the engineer's estimated construction cost for the project. The costs associated with Work Order 12 and 12A are reflected in the proposed budget that will go before council under unfinished business at tonight's meeting.

During the construction process it is planned to utilize city staff for construction inspection and public interaction. Staff plans to utilize the services of Bolton and Menk, Inc. for project management. This will maximize city staff time and interaction with the City's residents and provide the necessary project oversight for a federal project.

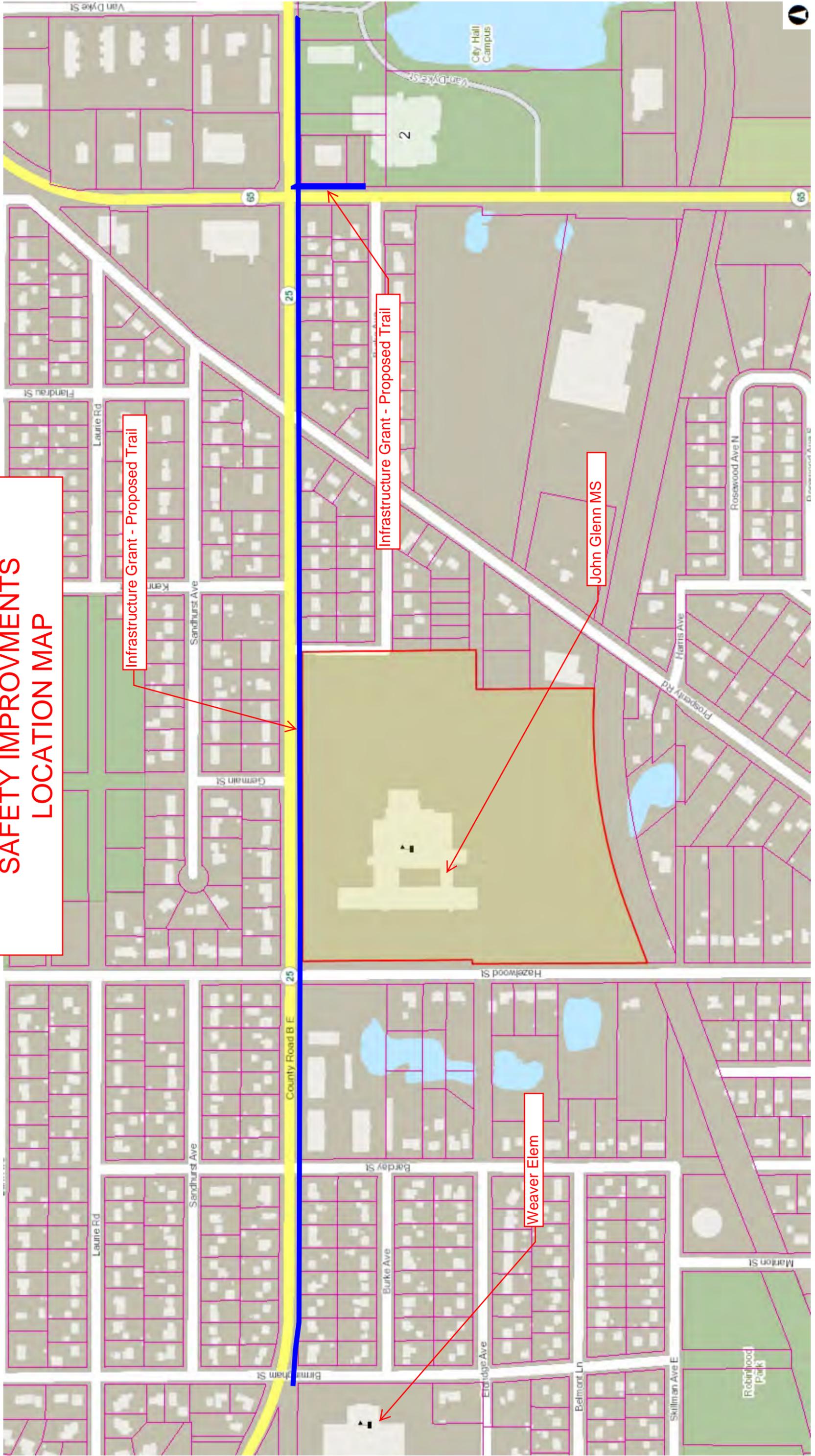
Recommendation

It is recommended that the council authorize the City Manager and City Engineer to sign Work Order No. 12A for the design and property acquisition for the County Road B Trail and Safety Improvements, City Project 14-02 in the amount of \$44,000 with Bolton and Menk, Inc.

Attachments

1. Project Location Map
2. Work Order No. 12A, County Road B Trail Design and Property Acquisition

COUNTY ROAD B TRAIL AND SAFETY IMPROVEMENTS LOCATION MAP



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes	Enter Map Description

**WORK ORDER NO. 12A
COUNTY ROAD B TRAIL
DESIGN AMENDMENT
AND SIGNAL DESIGN
CITY PROJECT NO. 14-02**

**CITY OF MAPLEWOOD
and
BOLTON & MENK, INC.**

Work Order No. 12A, made this _____ day of _____, 2015, by and between the CITY OF MAPLEWOOD, 1830 East County Road B, Maplewood, Minnesota 55109 (“CLIENT”) and BOLTON & MENK, INC., 2035 County Road D East, Suite B, Maplewood, Minnesota 55109 (“CONSULTANT”) is an addendum to the original Work Order No. 12 dated July 12, 2014 and the Master Agreement between the City and Bolton & Menk, Inc. dated May 21, 2012 (“Master Agreement”). All provisions of the Master Agreement shall apply to this Work Order except and unless specifically modified herein.

SECTION I – SCOPE OF WORK

CLIENT was awarded a Safe Routes to School (SRTS) infrastructure grant for federal funding toward construction of a trail along the County Road B corridor from Birmingham Street to Van Dyke Street. As authorized by Work Order No. 10, CONSULTANT performed preliminary engineering in advance of project authorization to assist CLIENT in readying the federal project for design. Work Order No. 12 funded the survey, design, and right-of-way acquisition to ready the project for construction. This Work Order No. 12A amends the original scope of Work Order No. 12 to address modifications to the County Road B Trail project that arose during design and development. These modifications include the addition of curb and storm sewer, associated hydraulic modeling, additional technical specifications, and resulting impacts to other plan elements such as typical sections and the statement of estimated quantities (SEQ).

This Work Order No. 12A also funds the survey, design, and right-of-way acquisition for the signal replacement at White Bear Avenue. Ramsey County made the decision to replace the signal after the City had begun design of the County Road B Trail. In order to meet project schedule requirements and to coordinate the signal replacement with the trail construction, Ramsey County elected to have the City’s Consultant, Bolton & Menk, Inc., perform the work associated with the signal.

The CONSULTANT agrees to perform engineering services for the County Road B Trail Improvements project as requested by the CLIENT.

SECTION II - SCHEDULE

Work is in progress by the CONSULTANT and will be substantially completed in June 2015.

SECTION III - COMPENSATION FOR SERVICES

Compensation for these engineering services shall be on an hourly basis in accordance with the current Schedule of Fees, or such Schedule as may be subsequently revised and accepted, in writing, by CLIENT in accordance with Section III.A.2 of Master Agreement.

Estimated cost for the Work is as listed below:

- \$20,000 Modifications to County Road B Trail
- \$24,000 White Bear Avenue Signal

The total estimated cost of Work Order 12A is **\$44,000.**

The cost for the White Bear Avenue signal work will be reimbursed by Ramsey County to the City of Maplewood per a separate written agreement between the City and County.

SECTION IV - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Work Order may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Maplewood

CONSULTANT: Bolton & Menk, Inc.

Melinda Coleman

Mark D. Kasma, P.E.

City Manager

Maplewood Office Manager

CLIENT: City of Maplewood

Michael Thompson, P.E.

Director of Public Works / City Engineer

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Mychal Fowlds, IT Director
DATE: February 18, 2015
SUBJECT: **Approval to Enter Into Agreement with CivicPlus for a Redesign of the City Website**

Introduction

The City has had the existing layout and design for the past 6 years. It's time for a new look and feel.

Background

The City first entered into an agreement with CivicPlus in 2008 to help design and build our existing website. At that time the latest and greatest menu structures and tools were implemented. Since then CivicPlus, and their competitors, have continued to make improvements to the design and functionality of their sites. Staff would like to now redesign our site to take full advantage of some of those new tools ultimately making it easier for visitors to find what they are looking for in a quick and easy manner.

Staff researched three content management systems that are heavily used in the metro area by other Cities and Counties and settled on Vision Internet and CivicPlus as the two finalists. Both products have a large suite of tools to help manage the content of our site and facilitate communication with our residents. Staff was impressed by both companies but felt that CivicPlus will provide almost all services and features that Vision Internet could, along with other items unique to CivicPlus, at a lower cost. Staff also feels that continuing with CivicPlus has other fringe benefits such as minimizing the training needed for contributors.

The proposed redesign with CivicPlus includes redeveloping our navigation method (improving on the standard drop-down menu), a complete redesign of the look and feel of our site (we will be presented with various options) and a critical analysis of the current content available on our site. Long story short, we will not simply be copying over existing pages and content. This is essentially a complete redesign of our site and its content as if we were a new client with CivicPlus.

Budget Impact

The agreement with CivicPlus, to provide an advanced redesign of our City website, in the amount of \$16,260 has been planned for and will be funded from the IT Fund. This agreement and cost listed above includes an increase to our yearly service fees in the amount of \$2,500 which entitles us to another complete redesign every 4 years to ensure our site stays fresh and current in future years.

Recommendation

Staff recommends approval of an agreement with CivicPlus for a redesign of the City website.

Attachments

1. CivicPlus Proposal
2. Vision Internet Proposal



CivicPlus Advanced Recurring Redesign

Organization	City of Maplewood, MN	URL	www.ci.maplewood.mn.us	
Street Address	1830 County Road B East			
Address 2				
City	Maplewood	State	MN	Postal Code 55109
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.				
Emergency Contact & Mobile Phone	Mychal Fowlds, IT Director – 651.206.9854			
Emergency Contact & Mobile Phone	Nick Franzen, Network/Systems Engineer – 651.398.3072			
Emergency Contact & Mobile Phone	Melinda Coleman, City Manager – 651.387.9951 OR Paul Schnell, Police Chief – 651.755.1520			
Billing Contact	Mychal Fowlds	E-Mail	mychal.fowlds@ci.maplewood.mn.us	
Phone	651.249.2923	Ext.	Fax	652-779-4955
Billing Address	1830 County Road B East			
Address 2				
City	Maplewood	ST	MN	55109
Tax ID #	41-6008920	Sales Tax Exempt #		
Billing Terms	Annual	Account Rep	Reece Hammitt	
Info Required on Invoice (PO or Job #)				
Contract Contact	Mychal Fowlds	Email	mychal.fowlds@ci.maplewood.mn.us	
Phone	651.249.2923	Ext.	N/A	Fax 652-779-4955
Project Contact	Mychal Fowlds	Email	mychal.fowlds@ci.maplewood.mn.us	
Phone	651.249.2923	Ext.	N/A	Fax 652-779-4955

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus (“CivicPlus”) will create a CP Advanced Recurring Redesign for the City of Maplewood MN (“Client”) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

Additional Services

2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.
3. Client may contract with CivicPlus for additional Annual Support; Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live.



4. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
5. Modules that incur additional usage fees may be purchased and activated at any time.

Billing & Payment Terms

6. Client has selected the CP Advanced Recurring Redesign Package, which includes a CP Advanced design upon contract signing and eligibility for a CP Basic Redesign. Client will be invoiced upon contract signing for the increase in monthly recurring fees and any associated one-time fees. Project details can be found in Exhibit A.
7. After initiation of this CP Advanced Redesign Package contract, Client will begin building eligibility for a CP Basic redesign. After 48 months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign.
8. The Client shall sign a project completion and acceptance form prior to the project go-live. The date may be extended if material system or operational failures are encountered. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
9. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
10. Fees for the CP Advanced Recurring Redesign Package are invoiced prior to the year of service. They are due by the first of the following month, but no sooner than 30 days from invoice date.
11. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
12. Should the Client fail to meet any deadlines mutually agreed upon in the timeline meeting both parties will mutually agree to extend the affected milestone dates. CivicPlus will not be held liable under this Agreement for any delay caused by the Client. Should delays caused by the Client extend the website redesign go live date by more than 30 days past the originally agreed upon date the Client can select one of the following options:
 - a. Client will pay annual fees for the current live website and the redesigned website under development, as both are being hosted on our servers.
 - b. Annual Services will be discontinued for the current live website (website will no longer be accessible to the public or Client).
13. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
14. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
15. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
16. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request.
17. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus, and thus the cost of such services hereunder is dependent upon the financial arrangements between CivicPlus and such third-party providers. Client acknowledges and agrees that the price to Client for the services hereunder may be reasonably adjusted at any time, at CivicPlus' sole discretion, to reflect an increase in cost to CivicPlus as a result of its financial arrangement with a third-party provider. Client acknowledges and agrees that this Agreement as so modified will continue in full force and effect as otherwise provided herein, and that Client will pay any such increased price according to such other payment terms hereof.

Agreement Renewal

18. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign.



19. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
20. In the event of contract termination, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility. In the event of early termination of this Agreement by the Client, full payment for services provided is due within 15 days of termination
21. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

Support

22. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
23. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
24. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
25. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

26. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
27. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
28. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
29. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.
30. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

31. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content. Client will not own the GCMS® software or its associated applications and modules.
32. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
33. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
34. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.



Indemnification

35. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

Liabilities

36. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
37. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

38. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

39. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

--Remainder of this page left intentionally blank--



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and e-mail or Fax this Copy

Attn: Contract Manager
Email: SalesCoordinators@CivicPlus.com
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
317 Houston St., Suite E
Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--



Exhibit A - CivicPlus Project Deliverables

CivicPlus Project Development Services & Scope of Services for CP Advanced Redesign		
Design & Project Overview	Annual Fee Increase	One Time Fee
<ul style="list-style-type: none"> • Redevelop navigation method (may choose top drop-down or other options) • Design setup – wireframe • Print this page option • Email this page option • Breadcrumbs • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content <ul style="list-style-type: none"> ○ Includes migrating of all existing content and retouching of published pages to ensure proper formatting, menu structure and application of new site styles ○ Ensuring modules are related to feature columns ○ Contact information will be updated for consistency based on site standards and moved to info advanced areas if pages previously utilized right contact formatting ○ Pages content will be edited and moved for usability and consistency ○ Pages will be moved to coordinate with new menu structure and we will assist with building out place holder pages <p>Note: Content will be reformatted and broken up (shortened or re-sectioned) for usability and consistency. No new content will be developed during this process.</p> <ul style="list-style-type: none"> • Spelling and broken links will be checked and updated by our team where possible. Additional report will be provided to client • (4) Four hours of web group training for up to 4 people • Inclusion of all standard modules (see follow page for complete list) 	\$2,500	\$13,760
Add-On Options		
Content Development – Develop all Content Pages	<i>Optional</i>	
Subsite	<i>Optional</i>	
Theme	<i>Optional</i>	
Additional Banners	<i>Optional</i>	
3 Days On-site Training	<i>Optional</i>	
Media Center Module	<i>Optional \$1,000 per year</i>	
Annual Increase	\$2,500	
Total One-Time Fee		\$13,760
Total Due (depends on payment terms)	\$16,260	


Project Development and Deployment Includes the Following:

Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Share and Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log



Exhibit B - Annual Support, Maintenance and Hosting Services

Current Annual Support, Maintenance and Hosting Fee Server Storage not to exceed 40 GB Does Not include Media Center Module Storage		\$11,429.40
New Annual Fee (Effective upon Contract Signing)		\$11,429.40
Support, Maintenance & Hosting Services Include:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



vision internet

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santa monica ca 90403

888.263.8847 / 310.656.3100
310.656.3103 fax
info@visioninternet.com
www.visioninternet.com

February 17, 2015

Mychal Fowlds
City of Maplewood
1830 County Road B E
Maplewood, MN

Re: Quote for Services

Dear Mychal,

Thank you for the opportunity to submit a quote for services to the City of Maplewood. I enjoyed the chance to speak with you about your goals for the project and, based on our discussions so far, the Vision Team already sees a lot of potential for your website. With nearly 600 successful government, public agency, and non-profit agency clients in 44 states, including several projects in Minnesota, we are very excited about applying our technical skills and knowledgeable experience to your website redesign.

Below is a brief summary of the services we can provide to Maplewood. Please note that this is only an overview of a website package based on our initial discussions with you, and that we can discuss additional work as required by the City. We can also prepare a full, official proposal for you further detailing our many interactive components and features.

If you have any questions about this quote, please feel free to contact me. I look forward to speaking with you further about your website!

Respectfully submitted,

A handwritten signature in blue ink that reads "Adam D. Isern".

Adam Isern
Regional Sales Manager
Vision Internet Providers

SCOPE OF WORK

Website Development

With Vision Internet, you are sure to receive a website that delivers on its potential. Through our thorough consultation process, we create unique solutions tailored to our government clients' most pressing concerns. We will build your website from the ground up with your needs and objectives in mind. To fulfill these objectives and reach your target audiences, we recommend:

Attractive Design

Design is important. Today, many people judge the quality of an organization largely based upon the quality of its website. These opinions are especially influenced by the initial impression of the website's graphic design. Design ensures that users will use the website as a resource; if the website is not attractive and inviting, people assume it is of little value and do not spend the time necessary to find the information they need.

With Vision Internet, your website will have a design that makes it stand out on both a regional and national basis. Your website will be inviting, easy to use, and will reflect your unique identity.

Intuitive Navigation

For your website, we recommend organizing information by department topic, and/or target users. Keep in mind that the average user does not know the organizational structure of your organization, nor needs to. Our approach allows users to find information in the variety of ways that are most important to them. This is a solution we use on many of our government websites making it easy for visitors to find information. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method. We often implement Action Based Navigation which allows users to easily find a particular service or page on your website through an easy-to-use drill down menu, such as "I Want To...view an event, fill out a form, etc."

Vision Content Management System™

As a part of your project, we are offering the Vision Content Management System™ which allows non-technical staff to add, edit, and delete content as well as control who has access to managing different areas of the website. This means that your staff can update announcements, press releases, news, documents, and other pages without knowing how to program. This is done through simple and easy to use administration screens.

Because staff can update and maintain their website directly through browser-based forms, you can effectively cut your maintenance costs and redirect existing technical resources toward more important areas.

INCLUDED INTERACTIVE COMPONENTS AND FEATURES

Interactive components provide a higher level of interactivity for your website visitors. Included in your project estimate are the following components and functionality:

Site Administration and Security

- | | |
|---|---|
| › Audit Trail Log | › Flexible Site Variable Settings |
| › Backend Content Title Search | › Image Library |
| › Backend Dashboard | › Page Template Library |
| › Broken Link Reporter | › Personal Toolbar |
| › Content Review and Publishing | › Role-Based Security |
| › Component Manager | › Scheduled Content Review |
| › Content Scheduling | › SiteMaster™ Template Builder |
| › Context Sensitive Online Help | › Submission Validation (reCAPTCHA) |
| › Departmental Page Restrictions | › Recycle Bin |
| › Document Central | › Updated and Expired Content Reporting |
| › Drag and Drop Multiple File and Image Uploading | › Web Traffic Statistics |
| › Email Address Masking | › Widget-based Layout Options |
| › Enhanced User Interface | › Workspace |

Content Editing

- | | |
|---------------------------|-------------------|
| › Advanced WYSIWYG Editor | › Table Wizard |
| › Search and Replace | › Undo/Redo |
| › Spell Checker | › User Commenting |
| › Style Gallery | › Version Control |

Advanced Navigation Management

- | | |
|---------------------------------------|----------------------------|
| › Automatic Breadcrumbs | › Navigation Control |
| › Connected Pages | › Navigation Redirect |
| › Content Categories | › Page Linking |
| › Dynamic Drop Down Menus | › Quick Links |
| › Error 404 (Page Not Found) Handling | › Single-Source Publishing |
| › External Link Splash Page | › Site Search (Google CSE) |
| › Friendly URL Redirect | › Sitemap Generator |

User Experience and Interactivity

- | | |
|---------------------------|---------------------------|
| › Business Directory | › In-page Content Editing |
| › Business Submissions | › Job Application Manager |
| › Community Spotlight | › Job Posts |
| › Dynamic Calendar System | › News |

- | | |
|------------------------------|-----------------------------|
| › Dynamic Homepage | › Online Polls |
| › Event Registrations | › RFP Posts |
| › Event Submissions | › Rotating Homepage Banners |
| › Facilities Directory | › Service Directory |
| › Facilities Reservations | › Single Sign On |
| › Feedback Form | › Staff Directory |
| › Form Builder | › Sticky News |
| › Frequently Asked Questions | › Weather Update |

Department Management

- › Department-Level Administration
- › Department-Level Navigation
- › Department-Level Sitemap

Outreach, Media, and Social Networking

- | | |
|-------------------------------|-------------------------------|
| › Audio and Video Embedding | › GovTrack CRM™ |
| › Bookmark and Share | › OneClick Social Networking™ |
| › eNotification | › Photo Gallery & Slideshow |
| › Emergency Alert (site wide) | › RSS FeedReader™ |
| › Facebook FeedReader™ | › Social Media Feed Reader |
| › Forward to a Friend | › Twitter FeedReader™ |

Accessibility

- | | |
|---------------------------------|-----------------------------|
| › Automatic Alt-Tags | › Printer Friendly Pages |
| › Dynamic Font Resizing | › Table Accessibility Tools |
| › Dynamic Reader Download Links | |

Additional Interactive Components and Features

- | | |
|----------------------------------|--|
| › Extranet (Members Only) | › Responsive Design with visionMobile™ |
| › Google Translation Integration | › Approval Cycle |

OPTIONAL INTERACTIVE COMPONENTS AND FEATURES

Vision Internet creates custom solutions; therefore, we are able to offer you virtually any conceivable module or function. We believe these optional interactive components and features are most relevant to your needs:

- › Meetings Manager

Because our content management system is so flexible, you may add these at any time in the future for an additional budget.

PRICING

Website Redesign Package

Service	Budget
Website Redesign Package	\$27,605
Discount	(\$2,000)
Website Redesign Package Total	\$25,605

Our website development package is comprehensive and includes:

- The Vision Content Management System™, including the above-listed interactive components
- Web-based consultation meetings
- A web-based training session
- Basic Design Package
 - One homepage design concept with revisions
- 50 pages of content migration

Optional Interactive Components and Features

In addition to the included components listed above, we can also provide you with other optional features. Below is the price for implementing these.

Optional Component	Budget
Meetings Manager	\$3,000

Optional Services

Please note that we are already including web-based consultation and training as well as up to 50 pages of migration with your project. Depending upon your needs and available resources, you may opt for these additional services.

Optional Services	Budget
Onsite consulting <ul style="list-style-type: none"> ➤ Onsite consulting and brainstorming sessions ➤ Requirements gathering from project team ➤ Creation of survey ➤ All travel expenses 	\$4,860
Content migration – per 50 pages <ul style="list-style-type: none"> ➤ Content formatting 	\$1,445

Optional Services	Budget
<ul style="list-style-type: none"> ➤ Uploading related documents and images ➤ Reduced pricing for quantities over 250 pages 	
Onsite training program <ul style="list-style-type: none"> ➤ One day onsite training ➤ Classroom style content editor training ➤ Advanced administrator training ➤ All travel expenses 	\$3,290

visionLive™ Subscription Maintenance

As an option to paying monthly fees for hosting and maintenance services, Vision Internet is offering your organization our new subscription version of the Vision Content Management System™. This new offering allows us to provide maintenance services and hosting for a flat annual fee of \$6,600¹. Additionally, we will also provide CMS upgrades at no extra cost. This allows you to affordably keep current with new technology, enhancements, and improvements.

visionLive™ takes the guess-work out of future budgeting by including all essential post-launch services into a flat annual subscription. The service includes:

- Hosting
- Unlimited technical support²
- CMS system upgrades
- Newly developed CMS components³
- Free redesign after 4 years of visionLive™ service

Please note that we can also provide hosting without additional support services for an annual rate of \$2,400⁴.

Not sure if a hosted, subscription-based plan is a good fit for you? We are flexible and offer a wide range of alternatives for clients who have other hosting and maintenance needs. Contact us to discuss a plan that will work for you.

Sample Client Websites

Vision Internet, the Government Website Experts, has nearly 600 clients in 44 states, including Minnesota. Samples include:

- City of Plymouth (www.ci.plymouth.mn.us)
- City of Eden Prairie (www.edenprairie.org)
- City of Richfield (www.ci.richfield.mn.us)

¹ Subject to a 5% annual increase. visionLive™ subscription rates listed are based on the cost of your project as proposed. Please note this cost may vary should the scope of your project change.

² Does not include updates to configuration, content, or formatting among other restrictions.

³ Does not include new features that require design customization to implement.

⁴ Subject to a 5% annual increase. In the event that Vision Internet is not hosting your website, a flat rate of \$475 will be charged for assistance in setting up the website.



For a complete list of our projects, please visit our website at www.visioninternet.com.

Terms and Conditions

Vision Internet agrees to perform the services at the prices quoted in this document. This quote is valid for 90 days.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Mychal Fowlds, IT Director
DATE: February 18, 2015
SUBJECT: Approval of Resolution Supporting Disposal of Old Office Furniture

Introduction

During the various renovation projects the City has completed over the past 3 years we've accumulated a stock of left over furniture pieces. Staff has made many attempts to find a recipient for these pieces and has been unsuccessful. Staff is now requesting removal through disposal/recycling.

Background

As stated above, as the City reconfigured some of its spaces with new office areas and furniture we began to collect a quantity of office furniture that was of no use to the City anymore. Some of this furniture was easily grouped together and sold via public auction. What is left over is older pieces along with a decent supply of modular office pieces. Staff reached out to the State of Minnesota's Reuse Center and they stated that they do not accept modular furniture and were not interested in the other pieces. Staff found this to be the answer from other inquiries as well.

Staff worked with the Green Team to explore other options and found a company that would repurpose what they could and dispose of the rest at a cost of approximately \$1,600 to the City. While repurposing some of the furniture would be a benefit, staff did not feel comfortable spending tax dollars to do so.

Having exhausted all other options, staff is now hoping to move forward with recycling any materials that can be recycled and disposing of any items that would be left.

Budget Impact

There will be a cost of disposal but we will also see a credit for any recyclable materials. Initial estimates are that it should be close to a wash.

Recommendation

Staff recommends approval of the attached resolution supporting disposal of excess office furniture.

Attachments

1. Resolution Authorizing Disposal

A RESOLUTION FOR THE AUTHORIZATION OF ORDERLY DISPOSAL OF CERTAIN
PHYSICAL PROPERTY DECLARED OBSOLETE AND WORTHLESS

WHEREAS, the City of Maplewood has undertaken various renovation expansion and improvement projects on its campus and,

WHEREAS, the City of Maplewood has put to re-use those fixtures that were still useful and or has put into storage those items that still have utility to the City and,

WHEREAS, the City of Maplewood has a quantity of office furniture and related office dividing and furnishing materials left over and not being put into use and,

WHEREAS, the City of Maplewood has used its best efforts to provide the aforementioned equipment to other governmental agencies and to various nonprofit organizations and has failed to secure any takers and,

WHEREAS, the City of Maplewood has determined the aforementioned to constitute Worthless Property as defined by the State Office of Administration pursuant to Minn. Stat. §168.2975- Property that has no further utility or monetary value to the City and is not recyclable and wishes to dispose of the aforementioned materials and authorize staff to do so in an economical and practical manner and,

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

1. THAT the items indicated on the attached Exhibit are DECLARED excess and worthless property as defined by the State of Minnesota justifying their orderly disposal in a commercially reasonable manner and,
2. BE IT FURTHER RESOLVED: THAT City staff is authorized to dispose of the declared excess and worthless property in a commercially reasonable manner and forego any attempts or further attempts to sell, auction or gift said materials.

City Council Meeting
February 23, 2015

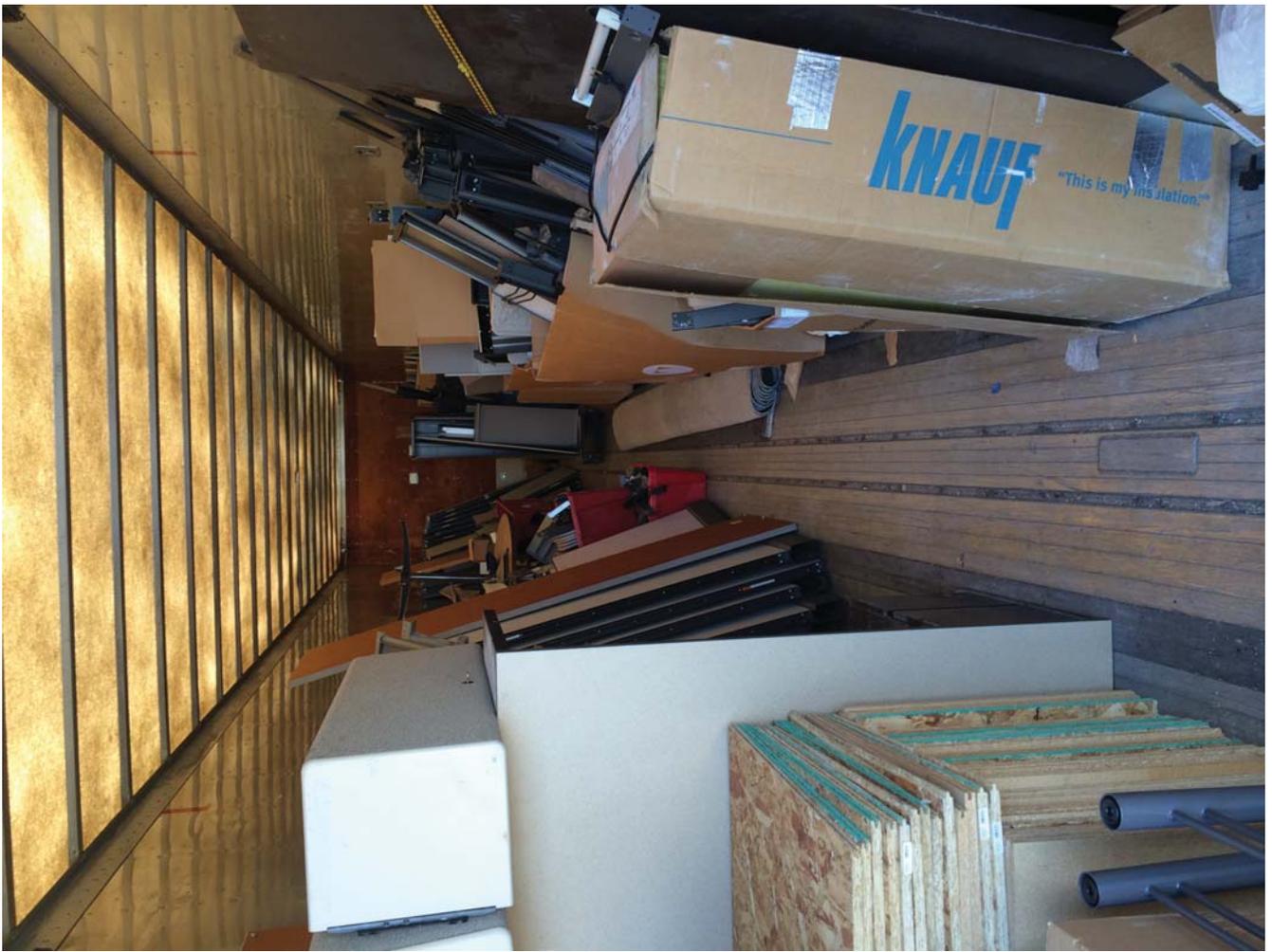
Additional Information for Agenda Item G6

Council,

Attached you will find additional information pertaining to Agenda Item G6 -
Approval of Resolution Supporting Disposal of Old Office Furniture

It is mentioned in the resolution *"that items indicated on the attached Exhibit are declared excess and worthless property..."*

The attached picture is the Exhibit that was not included in the packet.



MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: February 12, 2015
SUBJECT: Approval of Resolution Accepting State Aid Advancement

Introduction

The council will consider a resolution accepting a state aid advancement to cover the 2015 principal payments on our two state aid bond issues.

Background

There are currently no funds available in our Municipal State Aid Street construction account as a result of a number of past Municipal State Aid projects. The City has had a shortage since 2004 due to the fact that we have requested multiple advancements over the years to help fund our projects. Each year a certain amount of money at the state level is available to cities in our situation for advance encumbrances. An advance encumbrance is essentially an interest-free loan to the City to be repaid with future allotments. This is a good program for cities like ours, as it allows for the utilization of funds that other cities are not using.

The City currently has two State Aid bond issues outstanding which require funding from our State Aid maintenance and construction accounts. Prior to 2015, the State had always funded these principal and interest payments without requiring an Advancement Resolution. The State's policies have changed and now they are requiring us to approve a resolution each year we continue to have a shortage in our account before they will remit funds to the City for payment of the bonds.

Budget Impact

None. This is a change in policy by the State requiring the City to approve a resolution before being able to receive funds to cover debt service payments.

Recommendation

It is recommended that the City Council approve the attached Municipal State Aid Street Funds Advance Resolution.

Attachments

1. Resolution Accepting State Aid Advancement

MUNICIPAL STATE AID STREET FUNDS ADVANCE RESOLUTION

CITY OF MAPLEWOOD, MINNESOTA

WHEREAS, the City of Maplewood is planning to implement Municipal State Aid Street Project(s) in 2015 which will require State Aid funds in excess of those available in its State Aid Construction Account, and

WHEREAS, said municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of February 1, 2015	-\$1,912,496.00
Less estimated disbursements:	
Bond Principle:	\$540,000.00
Total Estimated Disbursements	\$540,000.00
Advance Amount (amount in excess of acct balance)	-\$2,452,496.00

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b, and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the City of Maplewood in an amount up to **\$540,000.00**. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

I HEREBY CERTIFY that the above is a true and correct copy of a resolution presented to and adopted by the City of Maplewood, County of Ramsey, State of Minnesota, at a duly authorized City Council Meeting held in the City of Maplewood, Minnesota on the 23rd day of February, 2015, as disclosed by the records of said City on file and of record in the office.

Approved by the City of Maplewood, MN

This 23rd day of February, 2015

City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Martin, AICP, Planner

DATE: February 17, 2015

SUBJECT: Approval of an Ordinance Amendment for Senior Housing Unit-Size Requirements – Second Reading

Introduction

On January 26, 2015, the city council gave first reading to this ordinance amendment to approve the change. Procedurally, the council must hold a second reading and a public hearing to finalize this ordinance amendment.

Background

Maplewood's Minimum Multi-Family Unit-Size Requirements

Maplewood's zoning code requires the following minimum multi-family unit sizes (there is no distinction for senior housing unit sizes):

One-bedroom and efficiency units	580 square feet
Two-bedroom units	740 square feet
Three-bedroom units	860 square feet
Four-bedroom units	940 – 1,040 square feet

Senior Housing Unit-Size Variances Approved

The city has allowed smaller unit sizes for assisted-living and memory-care units as follows:

<u>Project Name</u>	<u>Number of Units (includes memory care)</u>	<u>Approved Unit Size</u>
Comforts of Home	42 (15 MC)	221 - 360 square feet
Lakewood Commons	100 (30 MC)	425 square feet
The Shores	105 (32 MC)	433 square feet
The Seasons	150 (30 MC)	382 square feet
Proposed Days Inn Conversion	115 (54 MC)	312 - 640 square feet

Minnesota Department of Health (MDH) and Building Code Requirements

MDH

The following data pertains to multiple dwelling units in general, not specifically for seniors or any group. There are no unit-size guidelines relative to senior housing or those in need of special care such as memory care housing.

Section 4625.0900 Space Requirements

“Every room occupied for sleeping purposes by one person shall contain at least 70 square feet of usable floor space and every room occupied for sleeping purposes by more than one person shall contain not less than 60 square feet of usable floor space for each occupant thereof. Under no circumstances shall there be provided less than 400 cubic feet of air space per occupant.”

Discussion

In a previous discussion on October 21, 2014, the planning commission did not propose establishing a square footage minimum for senior housing. Instead, the commission preferred requiring, as a minimum floor area, the requirements established by the State of Minnesota Department of Health (MDH). That would then become be the legal minimum unit size for Maplewood.

Commission Actions

December 16, 2014: The planning commission recommended approval of the proposed code amendment.

Budget Impact

None.

Recommendation

Adopt the attached ordinance amendment establishing minimum habitable-space requirements for living unit size for assisted-living and memory-care housing. The ordinance would base this amendment on the minimum habitable-space requirements of the Minnesota Department of Health.

Attachment

1. Ordinance Amendment for Senior Housing Unit Size

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT ESTABLISHING
A MINIMUM HABITABLE LIVING SPACE AND
UNIT SIZE FOR SENIOR HOUSING**

The Maplewood City Council approves the following revision to the Maplewood Code of Ordinances. (Additions are underlined.)

Section 1. Sections 44-323, 44-353 and 44-384 of the Maplewood Code of Ordinances are hereby amended as follows:

Sec. 44-323. Floor area. (Pertaining to R-3A multi-family development—those with 3–17 units within one structure.)

The minimum habitable floor area for each R-3A multiple dwelling shall be at least: 580 square feet per efficiency or one-bedroom unit; 740 square feet per two-bedroom unit; 860 square feet per three-bedroom unit; 1,040 square feet per four-bedroom unit. The minimum habitable floor area for “independent” senior housing shall follow the above room-size requirements. The minimum habitable floor area for “assisted-living” and “memory-care” senior housing shall not be less than that required by the Minnesota Department of Health.

Sec. 44-353. Floor area. (Pertaining to R-3B multi-family development—those with more than 17 units within one structure.)

The minimum habitable floor area for each R-3B multiple dwelling shall be at least: 580 square feet per efficiency or one-bedroom unit; 740 square feet per two-bedroom unit; 860 square feet per three-bedroom unit; 1,040 square feet per four-bedroom unit. The minimum habitable floor area for “independent” senior housing shall follow the above room-size requirements. The minimum habitable floor area for “assisted-living” and “memory-care” senior housing shall not be less than that required by the Minnesota Department of Health.

Sec. 44-384. Floor area. (Pertaining to R-3C multi-family development—this category is for town houses.)

The minimum habitable floor area for each R-3C multiple dwelling shall be at least: 580 square feet per efficiency or one-bedroom unit; 740 square feet per two-bedroom unit; 860 square feet per three-bedroom unit; 940 square feet per four-bedroom unit. The minimum habitable floor area for “independent” senior housing shall follow the above room-size requirements. The minimum habitable floor area for “assisted-living” and “memory-care” senior housing shall not be less than that required by the Minnesota Department of Health.

Section 2. This ordinance shall take effect after the approval by the city council and publishing in the official newspaper.

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, City Engineer/Public Works Director
Steven Love, Assistant City Engineer
Jon Jarosch, Civil Engineer II

DATE: February 10, 2015

SUBJECT: Gladstone Improvements Phase 2, City Project 14-01
a) Approval of Resolution Approving Plans and Specifications and Advertising for Bids
b) Approval of Utility Burial Agreement with Xcel Energy

Introduction

Final plans and specifications for the above referenced project have been completed and are ready to be advertised for bids. The bid opening for this project is proposed for 10:00 a.m., Friday, March 20, 2015. The award of bid will be considered by the City Council at the April 13, 2015 meeting. The City Council will also consider approving an agreement with Xcel Energy for the burial of overhead power lines along Frost Avenue.

Background

Throughout 2013, city staff and a proposed developer of the Maplewood Bowl Site worked on an application to the Metropolitan Council for available grant dollars. The city was officially awarded \$1.9 million from the Metropolitan Council. Of this award, \$900,000 is planned for infrastructure improvements along Frost Avenue/English Street.

The feasibility report was ordered at the May 12, 2014, City Council meeting. On June 9, 2014 the feasibility report was accepted and authorization was given to proceed with the preparation of plans and specifications.

Drawing cues from the Gladstone Neighborhood Master Plan, the second phase of Gladstone is proposed to include improvements along Frost Avenue from Phalen Place (the terminus of Phase I) and extend easterly to the roundabout at English Street. The improvements will include the burial of power lines, streetscaping (similar to what was installed on Frost Avenue during Phase 1), pavement replacement and reconditioning, new stormwater initiatives, Gladstone Savanna and Flicek Park enhancements, and utility improvements. A mill and overlay of English Street from the Gateway Trail to Ripley Avenue is also included in this project. A copy of the bid plans is available in the office of the City Engineer. If approved, it is anticipated that construction would begin in May of 2015 and be completed in the fall 2015.

Discussion

Public Outreach

The general concept of Gladstone Phase 2 was presented to city boards and commissions for input in 2014. The boards and commissions were generally pleased with the design concept. They also provided very useful input that staff and the consultant have incorporated into the final design.

An informational neighborhood meeting was held with area property owners on October 7, 2014 to discuss the general design concept and receive input on the proposed project. This meeting resulted in a number of changes to the final design to better fit the needs of the area. A plan review open house was held on February 4, 2015. At this meeting, area property owners were able to view the plans and provide feedback on the final design.

City staff has also been available to property owners to answer questions regarding the project by phone, email, and individual meetings. A number of mailings have also been sent to area residents explaining the project and soliciting feedback.

Utility Burial Agreement with Xcel Energy

One of the most noticeable aesthetic improvements proposed as a part of this project is the burial of overhead power lines along the south side of Frost Avenue, from Phalen Place to English Street. The cost to bury these power lines would be the responsibility of the City and is currently proposed to be funded through the Street Light Utility Fund. In order to proceed with the burial of these utility lines, the attached agreement with Xcel Energy must be executed.

Budget Impact

The total project budget was approved at the June 9, 2014 City Council meeting in the amount of \$3,425,000. After the bids are received, the council would take another action to consider the award of a construction contract and also adopt the final financing plan. The financing plan will be updated once contractor bids are submitted and there is a defined contribution from the Maplewood Bowl Redevelopment negotiations. No changes to the currently approved budget are recommended at this time (shown below). It should be noted that no assessments are proposed as part of this project.

The following is the currently approved financing plan:

<u>Funding Source</u>	<u>Amount</u>
Metropolitan Council Grant (LCDA)	\$ 900,000
Sanitary Sewer Fund	\$ 60,800
Environmental Utility Fund	\$ 285,000
Park Development Fund	\$ 130,000
Street Light Utility Fund	\$ 561,000
<u>Other City Funds (Potential General Obligations)</u>	<u>\$1,488,200</u>
Total	\$3,425,000

Recommendation

It is recommended that the City Council approve the attached resolutions for the Gladstone Phase 2 Improvements, City Project 14-01, Approving Plans and Advertisement for Bids.

It is further recommend that the City Council approve the attached Utility Burial Agreement with Xcel Energy related to the burial of the existing overhead power lines along Frost Avenue and authorize the City Engineer to sign the agreement signifying the City Council approval. Minor revisions as approved by the City Attorney are authorized as needed.

Attachments

1. Resolution Approving Plans and Advertising for Bid
2. Utility Burial Agreement with Xcel Energy
3. Project Location Map

RESOLUTION
APPROVING PLANS
ADVERTISING FOR BIDS

WHEREAS, pursuant to resolution passed by the City Council on June 9, 2014 plans and specifications for the Gladstone Phase 2 Improvements, City Project 14-01, have been prepared by (or under the direction of) the City Engineer, who has presented such plans and specifications to the council for approval,

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

1. Such plans and specifications, a copy of which are attached hereto and made a part hereof, are hereby approved and ordered placed on file in the office of the City Engineer.

2. The City Clerk or office of the City Engineer shall prepare and cause to be inserted in the official paper and in the Construction Bulletin (or similar) an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published twice, at least twenty-one days before the date set for bid opening, shall specify the work to be done, shall state that bids will be publicly opened and considered by the council at 10:00 a.m. on the 20th day of March, 2015, at city hall and that no bids shall be considered unless sealed and filed with the clerk and accompanied by a certified check or bid bond, payable to the City of Maplewood, Minnesota for five percent of the amount of such bid.

3. The City Clerk and City Engineer are hereby authorized and instructed to receive, open, and read aloud bids received at the time and place herein noted, and to tabulate the bids received. The council will consider the bids, and the award of a contract, at the regular city council meeting of April 13, 2015.

Approved this 23rd day of February 2015



1700 East County Road E
White Bear Lake, MN 55110

February 13, 2015

Kimley-Horn
Attn. Mark Jaster
2550 University Ave West, Suite 238N
St. Paul, MN 55114

Dear Mr. Jaster

Thank you for the opportunity to respond to your request for Detailed Engineering & Design Analysis cost information regarding the overhead electrical power lines along Frost Ave. Your request is for Xcel Energy to relocate existing electrical overhead facilities owned by Xcel Energy from overhead to underground along Frost Ave.

The cost to the city of Maplewood for this project would be \$278,085. This cost is based on the assumption that the city will approve the permit application. The City of Maplewood is required to provide any easements on private property in order to replace existing overhead equipment with pad-mounted equipment. This project will eliminate any existing Xcel Energy street lights that are hung on the poles.

The primary cost elements included in the cost are as follows:

- A. Removal of overhead poles, wires and associated equipment from Phalen PI to the eastside English St, including 1 pole north and 1 pole south of the roundabout at Frost Ave and English St.
- B. Switchgear, transformers, other pad mounted equipment, poles and anchors to be placed on customer property or in the city right of way along Frost Ave.
- C. Feeder and distribution cables to replace the existing overhead conductors along Frost Ave.
- D. A credit of \$53,431 for the depreciation of the existing overhead facilities set to be removed from Frost Ave has been applied to the project.

Please note that these costs are excluded from the estimate:

- 1.) Removal of cable television, telephone, or telecommunications equipment attached to poles. It is the requestor's responsibility to contact these companies regarding any possible charges.
- 2.) Possible Winter Construction costs of doing the work when winter conditions exist at requestor's request.
- 3.) Restoration per City of Maplewood.

Should the city of Maplewood choose to proceed with the relocation, please notify me and I will then send out a Statement of Work Request as a bill for this work requiring 80% of the estimated cost. After this project is complete, Xcel Energy will request the remaining money based on the actual cost of the project. This cost estimate is valid for 90 days from the date of this letter. Any agreement reached after this date will be subject to a review of the estimate, which could include a change to the above stated cost and an engineering retainer of \$5,000. Should the decision to proceed be made, Xcel Energy would start the work in the spring of 2015.

If you have any questions, please contact me at 651-779-3169

Sincerely,

Zachery Hughes
Electric Designer
Xcel Energy

CC:
Jeffrey Blom
Design Manager
Xcel Energy

Debra Fedor
Electrical Engineer
Xcel Energy



STATEMENT OF WORK REQUESTED

DATE: February 13th 2015
 WORK REQUESTED BY: City Of Maplewood
 WORK LOCATION: Frost Ave
 ADDRESS: 1902 County Road B East
Maplewood, Mn 55109

CONSISTING OF:

See attached letter for specific terms of this estimate/statement of work. Xcel Energy's Statement of Work Requested form which will serve as a bill for this work requesting 80% of the estimated cost (\$278,085.13), please pay \$222,468.10. After the project is complete, Xcel Energy will request the remaining money based on actual cost of the project. This cost estimate is valid for 90 days from the date of this letter. Any agreement reached after this date will be subject to a review of the estimate, which could include a change to the above stated cost and an engineering retainer of \$5,000.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 222468.10)

in accordance with the following terms:
 Payment is required prior to start of construction

Receipt of the above amount hereby acknowledged on behalf of the Company by Zachery Hughes

Northern States Power Company, Customer
 a Minnesota corporation ("Xcel Energy")

City Of Maplewood
 Print Full Name and Title Print Full Name and Title (if applicable)

Signature _____ Signature _____

FOR XCEL ENERGY USE
 Xcel Energy Representative Zachery Hughes Xcel Energy Work Order # Ds479369

Construction \$ 222468.10 Removal \$ _____ Total \$ 222468.10

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, City Engineer/Public Works Director
DuWayne Konewko, Parks and Recreation Director
James Taylor, Parks Manager
Steven Love, Assistant City Engineer

DATE: February 13, 2015

SUBJECT: County Road B Trail and Safety Improvements, City Project 14-02

- a. Approval of Resolution Approving Plans and Specifications and Advertising for Bids
- b. Approval of Cooperative Agreement (PW 2015-01) with Ramsey County
- c. Approval of Resolution for No Parking Along County Road B
- d. Approval of Resolution to Approve Project Budget

Introduction

Final plans and specifications for the above referenced project have been completed and are ready to be advertised for bids. The bid opening for this project is tentatively proposed for 10:00 a.m., Monday, April 6, 2015. The next steps after approving the advertisement for bids is approval of Cooperative Agreement (PW2015-01) with Ramsey County and approval of a resolution for no parking along County Road B. Lastly, the council will also consider approving the resolution to approve the project budget.

Background

On January 27, 2014 the City Council passed a resolution supporting the 2014 Safe Routes to School Infrastructure Grant Application. The Public Works Department, the Parks and Recreation Department; along with the City's consultant Bolton & Menk, Inc. worked together to prepare and submit a Safe Routes to School (SRTS) Infrastructure Grant application to MnDOT. The SRTS Infrastructure Grant included the construction of safety and trail improvements along County Road B from the existing trail at Birmingham Street to the existing trail at Van Dyke Street. Additionally, the proposal included extending a sidewalk from the proposed trail at the southeast corner of White Bear Avenue and County Road B to the existing sidewalk along the east side of White Bear Avenue south of County Road B.

On April 4, 2014, the City received notification that the City was selected for the SRTS Infrastructure Grant. On May 12, 2014, the City Council authorized the County Road B Trail and Safety Improvements, City Project 14-02 to proceed and utilize the services of Bolton and Menk, Inc. as project engineer.

It is anticipated an award of bid will be considered by the City Council on April 13, 2015.

A plan review open house was held at the Maplewood Community Center on February 4, 2015 between 5:00 p.m. and 7:00 p.m. The open house provided an opportunity for residents to view the design plans and make suggestions for staff to use in final adjustments.

Discussion

Design

The proposed SRTS Infrastructure project, as illustrated on the attached project location map, will complete an important link of the County Road B corridor trail. This segment will connect the existing trail that leads to the Maplewood Community Center (MCC) at Van Dyke Street to the existing trail at Birmingham Street that was constructed as part of the 36 and English interchange project.

The project also includes the construction of a missing segment of sidewalk on the east side of White Bear Avenue south of County Road B and the use of rectangular rapid flashing beacons (RRFBs) to improve pedestrian crossings at uncontrolled intersections near the two schools. Additionally, the signal at the intersection of White Bear Avenue and County Road B will be replaced and upgraded.

These improvements will help provide a safe route for students walking or biking to John Glenn Middle School and Weaver Elementary School. Additionally, residents will be provided a safe route to walk or bike to the MCC, Keller Lake Regional Park, and the new boardwalk recently constructed along Keller Lake.

No Parking on County Road B

Ramsey County Department of Public Works is a partner with the City of Maplewood on this SRTS Infrastructure project. The section of County Road B associated with the proposed project is a County State Aid Highway (C.S.A.H.) and is therefore required to be built to C.S.A.H. standards.

According to C.S.A.H. standards, the majority of County Road B does not have the adequate width to accommodate on-street parking. Field observations show the following:

- There is very little to no parking currently being used
- Generally the existing road consists of:
 - Two 12 foot lanes
 - Two 5 foot shoulders
 - Does not meet C.S.A.H. standards for on-street parking

Due to Ramsey County's partnership including the use of C.S.A.H. funds and use of SRTS grant funds, the project is required to be built to State Aid Standards. Ramsey County is requesting written concurrence from the City of Maplewood to restrict parking on County Road B, C.S.A.H. 25, as follows:

- No Parking anytime between Birmingham Street and Van Dyke Street

The installation of the "No-Parking" signs will be paid for through Ramsey County's proposed project and maintained as part of their ongoing maintenance operations. The No Parking Resolution reflects how this segment of road is utilized currently.

Public Outreach

City staff provided information to the public and has received feedback from residents through a number of means:

- An informational neighborhood meeting at the Maplewood Community Center held on November 17, 2014.
- Individual meetings with all property owners for properties that required either temporary easements or permanent easements.
- A plan review open house at the Maplewood Community Center on February 4, 2015.
- City staff has been available to residents to answer questions regarding the project by phone, email, and individual meetings.
- Mailings, which included the initial informational packet.

Staff brought the proposed project to the Parks and Recreation Commission on four different occasions at different stages of the project to keep the commission informed, solicit feedback, and request support for the project. This included:

- January 15, 2014 - Update on the initial grant application and to request commission support
- May 21, 2014 - Update on detailed design concept including:
 - Design
 - How the project meets the goals of the 2030 Comprehensive Plan
 - How the project meets the residents' needs based on the results of the Park System Master Plan's statistically valid survey
- July 16, 2014 - Update on design progress
- August 20, 2014 - Preliminary financing plan

Cooperative Agreement with Ramsey County

Ramsey County Department of Public Works is a partner with the City of Maplewood on this SRTS Infrastructure project. The attached agreement (PW2015-01) outlines the responsibilities of each party and how the costs for the SRTS safety improvements and the replacement/upgrades to the White Bear Avenue and County Road B traffic signals are to be split between the City of Maplewood and Ramsey County.

The cost share amounts between the City of Maplewood and Ramsey County, as outlined in the attached cooperative agreement, are reflected in the proposed budget outlined in the following section.

Budget Impact

The engineer's estimate for the proposed project total cost, which includes construction costs and indirects costs, is \$1,289,506.00. This includes costs associated with trail, sidewalk, traffic signal, and pedestrian safety improvements.

The following is a summary of the engineer's estimate for the proposed project:

ENGINEER'S ESTIMATE	
PROJECT ITEM	PROJECT AMOUNT
TRAIL, SIDEWALK, PEDESTRIAN SAFETY IMPROVEMENTS	\$747,601
STORM WATER IMPROVEMENTS	\$152,577
WATER IMPROVEMENTS	\$9,669
SIGNAL IMPROVEMENTS	\$379,659
TOTAL ESTIMATED PROJECT COST	\$1,289,506

The following is a summary of the proposed project funding sources:

ESTIMATED PROJECT COST RECOVERY	
FUNDING SOURCE	TOTAL AMOUNT
FEDERAL FUNDS (SRTS GRANT)	\$392,800
PARK DEVELOPMENT FUND	\$165,000
ENVIRONMENTAL UTILITY FUND	\$152,220
W.A.C. FUND	\$9,669
RAMSEY COUNTY (TRAIL IMPROVEMENTS)	\$95,158
RAMSEY COUNTY (SIGNAL IMPROVEMENTS)	\$342,603
STREET LIGHT UTILITY FUND	\$37,056
RIGHT OF WAY FUND	\$95,000
TOTAL REVENUES	\$1,289,506

Prior to the awarding of bid, staff will review the results of the bid and make recommendations if a project budget adjustment is required.

Recommendation

It is recommended that the council approve the attached resolution for the County Road B Trail and Safety Improvements, City Project 14-02, Approving Plans and Advertisement for Bids.

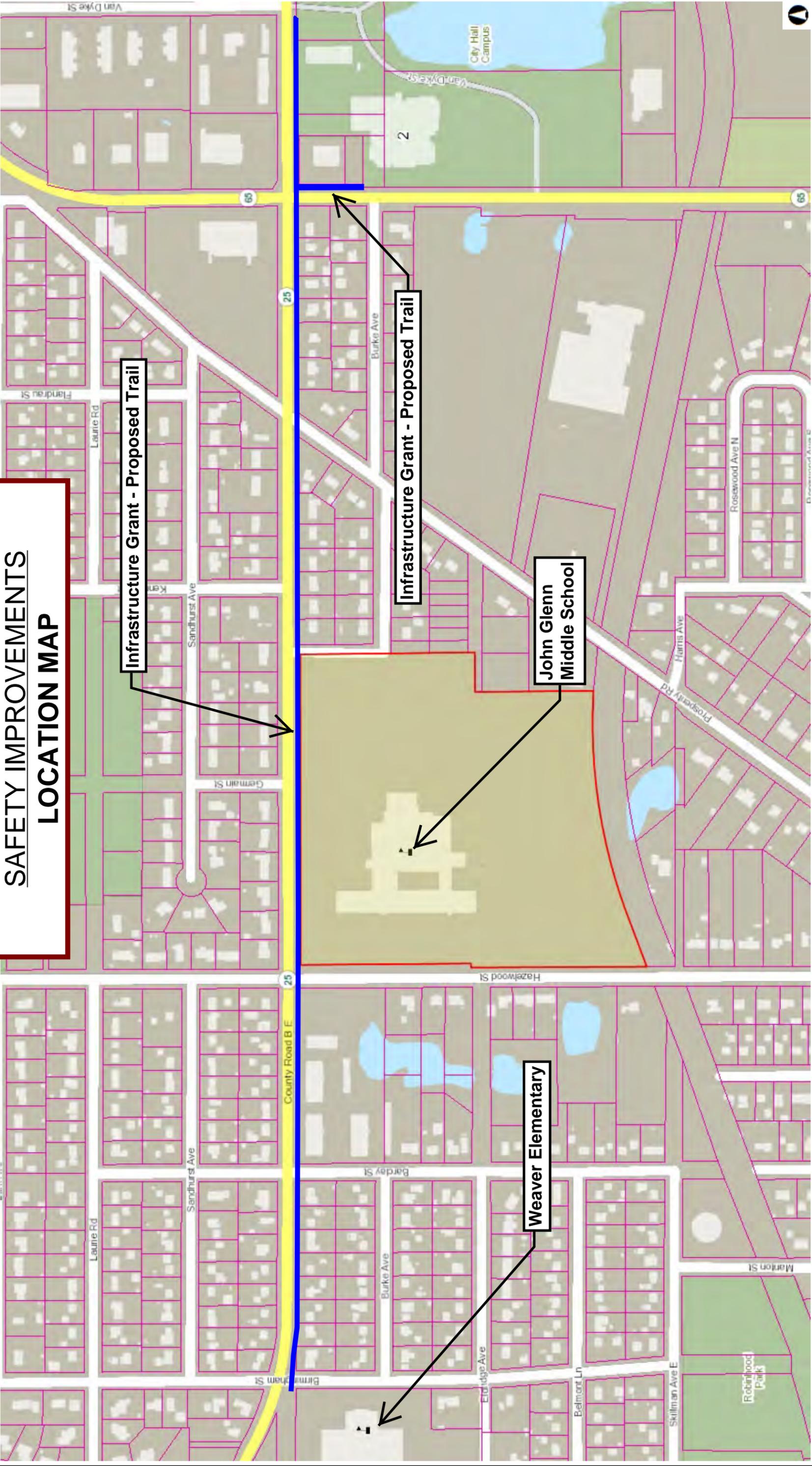
It is further recommended that the City Council approve the attached Cooperative Agreement with Ramsey County (PW2015-01) related to the reconstruction and maintenance of County Road B (CSAH 25) as part of City Project 14-02, and authorize the Mayor and City Manager to sign the agreement signifying the City Council approval. Minor revisions as approved by the City Attorney are authorized as needed.

It is also recommended that the City Council approve the attached resolutions, Approving No Parking along County Road B and Approving the Project Budget.

Attachments

1. Project Location Map
2. Resolution Approving Plans and Advertising for Bid
3. Ramsey County Cooperative Agreement (PW2015-01)
4. Resolution for No Parking Along County Road B
5. Resolution to Approve Project Budget

COUNTY ROAD B TRAIL AND SAFETY IMPROVEMENTS LOCATION MAP



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes
Enter Map Description

RESOLUTION
APPROVING PLANS
ADVERTISING FOR BIDS

WHEREAS, pursuant to authorization to proceed with the County Road B Trail and Safety Improvements, City Project 14-02 by the City Council on May 12, 2014 plans and specifications for the County Road B Trail and Safety Improvements, City Project 14-02, have been prepared by (or under the direction of) the City Engineer, who has presented such plans and specifications to the council for approval,

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

1. Such plans and specifications, a copy of which is available in the office of the city engineer, are hereby approved and ordered placed on file in the office of the City Engineer.

2. The City Clerk or office of the City Engineer shall prepare and cause to be inserted in the official paper and in the Construction Bulletin (or similar) an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published twice, at least twenty-one days before the date set for bid opening, shall specify the work to be done, shall state that bids will be publicly opened and considered by the council at 10:00 a.m. on the 6th day of April, 2015, at city hall and that no bids shall be considered unless sealed and filed with the clerk and accompanied by a certified check or bid bond, payable to the City of Maplewood, Minnesota for five percent of the amount of such bid.

3. The City Clerk and City Engineer are hereby authorized and instructed to receive, open, and read aloud bids received at the time and place herein noted, and to tabulate the bids received. The council will consider the bids, and the award of a contract, at the regular city council meeting of April 13, 2015.

Adopted by the council on this 23rd day of February 2015.

Agreement PW2015-01

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF MAPLEWOOD

Ramsey County Maintenance Project
S.A.P. 062-625-037

Attachments:
Engineers Estimate-Exhibit A
Location Map

THIS AGREEMENT is between the City of Maplewood, Minnesota ("City") or ("City of Maplewood"), and Ramsey County, Minnesota ("County") or ("Ramsey County");

WITNESSETH:

WHEREAS, the City of Maplewood and Ramsey County desire to perform a Sidewalk Project ("Project") consisting of: installation of traffic signal system, restriping, bituminous trail, pedestrian ramps, and bituminous curb and gutter on County Road B from Birmingham Street to Van Dyke Street; and

WHEREAS, County Road B (CSAH 25) is designated as Ramsey County State Aid Highway; and

WHEREAS, portions of this Project have been designated as eligible for County State Aid Highway funds (CSAH), reimbursement as S.A.P. 062-625-037; and

WHEREAS, preliminary study reports indicate it is feasible, practical and technically proper to provide for the Project which includes installation of a traffic signal system, restriping, bituminous trail, pedestrian ramps, and bituminous curb and gutter; and the construction plans have been approved by the City and the County; and

WHEREAS, estimated project costs based have been tabulated and attached to this Agreement as Exhibit A, "Engineer's Estimate";

NOW, THEREFORE, IT IS AGREED:

1. The City shall prepare the necessary plans, specifications, estimates and proposals in accordance with funding requirements to take bids for this Project. Costs of project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions. Revisions must be consistent with State Aid requirements and are subject to approval by the County.
2. All Ramsey County owned rights of way and easements within the limits of the Project for roads, utilities and storm water are hereby extended and granted to the City of Maplewood for the duration of the Project.

3. Upon award of a construction contract the City shall perform or contract for the performance of construction inspection.
4. The County and City shall participate in, and are responsible for, the construction costs and shares identified in Exhibit A. Actual costs will be adjusted to reflect final construction elements as submitted to the County for approval at the time of final Project completion.
5. The estimated construction cost of the Project is \$827,284.00, as set forth in Exhibit A.
6. Any utilities or facilities modified or added to those identified in the plans and specifications may be incorporated in the construction contract by supplemental agreement and shall be paid for as specified in the supplemental agreement. Design and construction engineering fees shall be negotiated at the time of supplemental agreement preparation.
7. The County shall pay to the City fifty (50) percent of the cost of the trail after the application of federal funds, according to the Ramsey County Cost Participation policy. The estimated cost is \$29,286.39, as set forth in Exhibit A. The County's contribution will be paid entirely from the CSAH account and in accordance with MnDOT CSAH requirements.
8. The County shall pay to the City one hundred (100) percent of the cost of the traffic signal system according to the Ramsey County Cost Participation policy. The estimated cost is \$342,603.00, as set forth in Exhibit A. The County's contribution will be paid entirely from the CSAH account and in accordance with MnDOT CSAH requirements.
9. The County shall reimburse the City for trail engineering and administration costs incurred, as set forth in Exhibit A, as an engineering fee. Said fee shall be twelve (12) percent of item costs for which the County is responsible, prior to the application of Federal funds, as determined at the time of contract award. The estimated cost is \$32,935.80, as set forth in Exhibit A.
10. The County shall reimburse the City for one hundred (100) percent of the traffic signal system engineering and administration costs incurred, as shown in Exhibit A, estimated at \$17,000.
11. The County shall reimburse the City for one hundred (100) percent of the right of way administration and acquisition cost, for parcel X, as shown in Exhibit B, estimated at \$7,900.00.
12. The County shall reimburse the City for trail construction inspection costs incurred, as set forth in Exhibit A, as a construction inspection fee. Said fee shall be twelve (12) percent of item costs for which the County is responsible, prior to the application of Federal funds, as determined at the time of contract award. The estimated cost is \$32,935.80, as set forth in Exhibit A.
13. The County shall reimburse the City for traffic signal construction inspection costs incurred, as set forth in Exhibit A, as a construction inspection fee. The estimated cost is \$12,500, as set forth in Exhibit A. The final cost will be based on actual time and expenses.

14. All material testing for this Project shall comply with MnDOT CSAH standards and the schedule of material control.
15. Quantity distributions identified above shown in Exhibit A are estimates. Actual Cost shall be based on the contractor's unit prices and the quantities constructed.
16. All liquidated damages assessed to the contractor in connection with the work performed on the Project shall result in a credit shared by the City and the County in the same proportion as their responsibility for the cost of the element of the Project for which the liquidated damages were assessed.
17. The City shall not specially assess or otherwise recover any portion of its cost for this project through levy or special assessments on property owned by the County.
18. Throughout project design and construction, the City shall prepare partial cost and payment estimates for preliminary engineering fees, construction costs, and construction engineering fees and, at appropriate intervals, notify the County of its share of the costs for its items of work.
19. Upon final completion of the work, the City shall prepare a revised estimate of cost participation breakdown based upon the unit prices and the actual units of work estimated to have been performed and submit a copy to the County.
20. All payments by the County shall be made to the City of Maplewood, Minnesota.
21. The City of Maplewood and Ramsey County shall indemnify, defend and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by Ramsey County or the City of Maplewood of any statutory or common law immunities, limits, or exceptions on liability.

22. This Agreement shall remain in full force and effect until terminated by mutual agreement of the City and the County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

WHEREFORE, this Agreement is duly executed on the last date written below.

**CITY OF MAPLEWOOD,
MINNESOTA**

By: _____

Its Mayor

By: _____

Its City Manager

Date: _____

**RAMSEY COUNTY,
MINNESOTA**

Julie Kleinschmidt, County Manager

Date: _____

Approval recommended:

James E. Tolaas, Director
Public Works Department

Approved as to form and insurance:

Assistant County Attorney

RESOLUTION
REQUESTING RAMSEY COUNTY TO RESTRICT PARKING ON COUNTY ROAD B EAST
(C.S.A.H. 25) BETWEEN BIRMINGHAM STREET AND VAN DYKE STREET

WHEREAS, County Road B East is a Ramsey County State Aid Route, and

WHEREAS, the County of Ramsey is expending County State Aid Funds on the County Road B Trail and Safety Improvements, and

WHEREAS, this improvement does not provide adequate width for parking on the street; and approval of the proposed construction as a County State Aid Street must therefore be conditioned upon certain parking restrictions.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Maplewood hereby requests Ramsey County to ban parking at all times on County Road B East between Birmingham Street and Van Dyke Street.

Adopted by the council on this 23rd day of February 2015.

RESOLUTION APPROVING PROJECT BUDGET
COUNTY ROAD B TRAIL AND SAFETY IMPROVEMENTS, CITY PROJECT 14-02

WHEREAS, the City Council of Maplewood, Minnesota authorized Improvement Project 14-02 to proceed on May 12, 2014 for the County Road B Trail and Safety Improvements, and

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

1. The project budget reflects the cost share amounts with Ramsey County and Federal Funding through the Safe Routes to School program.

2. The Finance Director is hereby authorized to make the financial transfers necessary to implement the financing plan for the County Road B Trail and Safety Improvements, City Project 14-02. A project budget of \$1,289,506 was established. The approved financing plan is as follows and shall be implemented:

FUNDING SOURCE	TOTAL AMOUNT
FEDERAL FUNDS (SRTS GRANT)	\$392,800
PARK DEVELOPMENT FUND	\$165,000
ENVIRONMENTAL UTILITY FUND	\$152,220
W.A.C. FUND	\$9,669
RAMSEY COUNTY (TRAIL IMPROVEMENTS)	\$95,158
RAMSEY COUNTY (SIGNAL IMPROVEMENTS)	\$342,603
STREET LIGHT UTILITY FUND	\$37,056
RIGHT OF WAY FUND	\$95,000
TOTAL ESTIMATED PROJECT COST	\$1,289,506

Adopted by the council on this 23rd day of February 2015.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, City Clerk
DATE: February 18, 2015
SUBJECT: Approve Liquor License Manager for Cub Discount Liquor, Christopher K. Bengtson

Introduction

Christopher K. Bengtson has submitted an application to assume the off-sale liquor license manager responsibilities for Cub Discount Liquor, 100 County Road B West.

Background

For the purposes of this license application, a background investigation was conducted on Mr. Bengtson. Nothing has been identified that would prohibit him from assuming the manager responsibilities for Cub Discount Liquor.

City staff will be making periodic onsite visits to ensure compliance to eliminate the sale of alcoholic beverages to underage persons, and compliance with the City's code of ordinances. In addition, the applicant has received a copy of the City Code and has familiarized himself with the provisions contained within it.

Budget Impact

None

Recommendation

It is recommended that the Council approve Christopher K. Bengtson as the liquor license manager for Cub Discount Liquor, 100 County Road B West.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, City Clerk
DATE: February 18, 2015
SUBJECT: Approve Liquor License Manager for Rainbow Foods, Paula A. Thoreson

Introduction

Paula A. Thoreson has submitted an application to assume the off-sale liquor license manager responsibilities for Rainbow Foods, 2501 White Bear Avenue.

Background

For the purposes of this license application, a background investigation was conducted on Ms. Thoreson. Nothing has been identified that would prohibit her from assuming the manager responsibilities for Rainbow Foods.

City staff will be making periodic onsite visits to ensure compliance to eliminate the sale of alcoholic beverages to underage persons, and compliance with the City's code of ordinances. In addition, the applicant has received a copy of the City Code and has familiarized herself with the provisions contained within it.

Budget Impact

None

Recommendation

It is recommended that the Council approve Paula A. Thoreson as the liquor license manager for Rainbow Foods, 2501 White Bear Avenue.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, City Clerk
DATE: February 18, 2015
SUBJECT: Approve Liquor License Manager for Maddie's Liquor, Akberali Punjwani

Introduction

Akberali Punjwani has submitted an application to assume the off-sale intoxicating liquor license manager responsibilities for Maddie's Liquor, 1690 McKnight Road N.

Background

For the purposes of this license application, a background investigation was conducted on Mr. Punjwani. Nothing has been identified that would prohibit him from assuming the manager responsibilities for Maddie's Liquor.

City staff will be making periodic onsite visits to ensure compliance to eliminate the sale of alcoholic beverages to underage persons, and compliance with the City's code of ordinances. In addition, the applicant has received a copy of the City Code and has familiarized himself with the provisions contained within it.

Budget Impact

None

Recommendation

It is recommended that the Council approve Akberali Punjwani as the liquor license manager for Maddie's Liquor, 1690 McKnight Road N.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, City Clerk
DATE: February 18, 2015
SUBJECT: Approval of a Temporary Lawful Gambling Permit for St. Pascal Baylon Church, 2100 White Bear Avenue

Introduction

An application for a temporary Lawful Gambling permit has been submitted by Michael Lentz for St. Pascal Baylon Catholic Church, to be used at 2100 White Bear Avenue, Maplewood.

Background

This permit will be used for the church's annual Friends and Family Gala, held at the Maplewood Community Center on Saturday, April 11, 2015 from 6:00pm to 10:30 p.m. Proceeds from the event will benefit their outreach and educational programs at the school and church.

Budget Impact

None

Recommendation

Staff recommends that Council approve the Temporary Lawful Gambling Permit for St. Pascal Baylon Catholic Church, to be used at 2100 White Bear Avenue on April 11, 2015.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director

DATE: February 23, 2015

RE: Approval to Enter into Contracts with Muska Electric, Aqua Logic, and Swanson & Youngdale for MCC Improvements

Introduction

SEH Architects completed an Asset Management Study in March of 2014. In this report a number of items are identified as “Potentially Critical” or “Currently Critical” and have an action date of January 2015.

The air handling unit for the Aquatic Center at Maplewood Community Center (MCC) will be replaced during the month of May 2015. The Aquatic Center will be closed during this time which will also allow staff to complete a number of other projects related to cleaning, repair, and replacement. A number of “Currently Critical” items from SEH Architects’ Asset Management Plan are identified below:

- **Pool Lighting** – The current lighting in the MCC Aquatic Center consists of 20-1000 watt metal halide bulb fixtures. Muska Electric (state contractor) has provided a quote of \$61,775 to replace the fixtures and Xcel Energy has pre-approved a rebate of \$7,287. The net project cost is \$54,488. The Asset Management Plan calls for lighting fixtures to be replaced throughout MCC in January 2017 at a total cost of \$463,234. Due to the Aquatic Center closure and the energy-saving payback time for using high-efficiency LED lighting, we are intending to replace the lighting in May 2015. This project has an estimated payback period of 68 months. Xcel Energy has stated that the 68 month payback is very good!
- **Pool Filters and VFD’s** – Aqua Logic (state contractor) has provided a quote of \$114,940 for removal and replacement of the sand media filters for the lap and leisure pools. The filters currently in use at MCC are original equipment and are listed as “Currently Critical” in the Asset Management Plan. Aqua Logic has also provided a quote of \$26,090 for adding an Ultra Violet light (UV) treatment system to the spa, adding a Variable Frequency Drive (VFD) to the spa mechanical system and necessary electrical work. The addition of these items will reduce the amount of chemicals that are required to treat the spa and will also save energy and time with the addition of the VFD.
- **Slide Platform Railings** – The waterslide tower finish is listed in the Asset Management Plan as “Currently Critical”. Swanson Youngdale (State Contractor) has provided a quote of \$18,940 to sandblast, prime, and repaint the waterslide tower.

- Locker Room Paint – Paint is peeling and/or damaged in a number of areas in the men’s, women’s, and family locker rooms. Swanson Youngdale provided a quote of \$4,260 to repair or repaint these areas.

Budget Impact

The net total for these MCC improvements is \$218,718. All of these items were identified in the MCC Asset Management Study as “Potentially or Currently Critical”. Staff, working directly with Gayle Bauman, Finance Director, will pay for these improvements as follows: if, upon completion of the audit, it is determined that funds are available in the General Fund to fund a portion or all of this cost, a transfer will be done to cover the cost, otherwise the City will need to bond for these costs by issuing Equipment Certificates. The cost for these improvements all came in below the cost estimates in the MCC Asset Management Study.

Recommendation

Staff recommends that the City Council authorize the City Manager to enter into contracts with Aqua Logic (\$141,030), Muska Electric (\$61,775), and Swanson & Youngdale (\$23,200) for the project work identified in this staff report. The City will realize a rebate from Xcel Energy in the amount of \$7,287. The total net cost for these projects are \$218,718.

Attachments

None

MEMORANDUM

To: Melinda Coleman, City Manager

From: Karen Haag, Citizen Services Director

Date: February 13, 2015

Re: Approval of Pyrotechnic Display Contract and Resolution of Support
for July 4th Event

Introduction

To celebrate the 50th year anniversary of the city the city had its first Taste of Maplewood event. The event has changed over the years and in 2012, at the request of citizens, the council directed staff to reinstitute the annual July 4th celebration including a fireworks display.

Background

Pyrotechnic Display has worked with the city for numerous years and has done a wonderful job with their fireworks display. Staff and the community alike have been very impressed with the pyrotechnics that have been displayed. Attached you will find the 2015 Pyrotechnic Display contract for our July 4th event in the amount of \$15,000.

Staff is in the initial planning stages for the July 2015 event securing vendors, entertainment, and pyrotechnics. Since moving the event to Hazelwood Park and having the event on July 4th, staff has limited the number of food vendors with each vendor designating food items as exclusive so that each vendor has the opportunity to have good sales for the day. The same has been for the adult beverage vendor. Our vendors have been very pleased with this change.

Advertisement for the event for the past three years has indicated that there are to be no coolers allowed in the park during the event. With council approval of a Resolution of Support for the event and with the assistance of the Police Department, this was more strictly enforced last year with good results. Police Department and City staff were stationed at the trail entrance to the park off of Hazelwood and at the trail entrance off of Beam Avenue enforcing the restriction.

During the 2015 budget the July 4th Light it Up Event was approved by council. Staff is requesting that the attached Resolution of Support for the 2015 event be approved by council to further show their support.

Budget Impact

Funds for July 4th event are included in the 2015 budget.

Recommendation

Staff recommends council approval of the 2015 Pyrotechnic Display Contract and authorizes the City Clerk to sign and manage the same and approve the Resolution of Support for the 2015 event.

Staff anticipates a net expenditure of \$19,500 which is included in the 2015 approved budget.

Attachments

1. Pyrotechnic Display Contract
2. Resolution of Support

PYROTECHNIC DISPLAY, INC. Display Contract



This contract entered into this 4th Day of February AD 2015 by and between PYROTECHNIC DISPLAY, INC. of Clear Lake, MN and City of Maplewood (Customer) of City Maplewood State Minnesota.

WITNESSETH: PYROTECHNIC DISPLAY, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 4, 2015. Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within twelve (12) months of the original display date. Customer shall remit to the first party an additional 18% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of PYROTECHNIC DISPLAY, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, PYROTECHNIC DISPLAY, INC. shall be entitled to 25% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to PYROTECHNIC DISPLAY, INC. 15% of the contract price.

PYROTECHNIC DISPLAY, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. PYROTECHNIC DISPLAY, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay PYROTECHNIC DISPLAY, INC. the sum of \$15,000.00 (Fifteen thousand and 00/100 dollars) includes all taxes. A service fee of 1 1/2 % per month shall be added, if account is not paid within 30 days of the show date.

PYROTECHNIC DISPLAY, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 420 feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorneys fees and court costs incurred by PYROTECHNIC DISPLAY, INC. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

PYROTECHNIC DISPLAY, INC.

By Dale M. Nowak

Date Signed: February 4, 2015

Name Dale M. Nowak

9405 River Road SE
Clear Lake, MN 55319
(800) 507-9074 Ext. 1

CUSTOMER

By _____
Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____

Name _____

(PLEASE TYPE OR PRINT)

Address _____

Phone _____

Email _____

Resolution of Support for the 2015 July 4th Light It Up Event

Whereas the City of Maplewood has established July 4th Light It Up as an annual event that is an outreach to the surrounding community;

Whereas the July 4th Light it Up Event brings the community together and gives local food and entertainment businesses the opportunity to showcase their offerings while providing families an opportunity to experience a family friendly environment;

Whereas the July 4th Light It Up Event is an annual city-wide event and each department within the city plays a part in its success;

Whereas city staff will work diligently soliciting sponsors including local businesses for the event to offset incurred costs;

Therefore Let it Be Resolved that the city council supports the 2015 July 4th Light It Up Event at Hazelwood Park.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Mychal Fowlds, IT Director

DATE: February 18, 2015

SUBJECT: Approval of a Transfer Agreement with Comcast and Midwest Cable/Greatland Connections and Approval of a Resolution Conditionally Granting the Consent to the Transfer of Control of the Cable Television Franchisee and Cable Television System from Comcast to Greatland Connections

Introduction

This item is being presented to keep you informed on the happenings at the Cable Commission as it relates to the renewal of the Cable Franchise Agreement.

Background

The City of Maplewood is a member of the Ramsey/Washington Suburban Cable Commission. The City currently has a Cable Franchise Agreement with Comcast that lasted initially until November of 2014. The Cable Commission has been involved in the Cable Franchise Agreement and has extended our existing agreement until 2016 so that the details of any merger involving Comcast could be finalized.

Currently, Comcast as a parent company is requesting approval of a transfer agreement that would transfer Comcast infrastructure and subscribers in Maplewood and neighboring communities to Midwest Cable / Greatland Connections. The franchise requires each member City's consent be given prior to any sale or transfer of said system and your approval of this transfer agreement and subsequent signing of the attached document would constitute that consent. That is the first portion of this item.

Secondly, not only does each City need to approve the sale/transfer of ownership, they also need to approve then the Franchisee designation to the new owner. Comcast is currently our Franchisee. Assuming that your approval is given and they transfer ownership to Midwest Cable / Greatland Connections they would then be our new Franchisee. That is the second portion of this item.

Comcast is requesting that the approvals listed above be granted prior to March 13, 2015. RWSCC Executive Director Tim Finnerty will be available to answer any questions or concerns you may have regarding this item.

Budget Impact

At this point there is no budget impact associated with this item. The financial details of our existing Franchise Agreement would stay consistent through the new renewal date of July 1, 2018.

Recommendation

Council is be asked to approve the following:

1. A transfer agreement with Comcast and Midwest Cable/Greatland Connections
2. A resolution conditionally granting the consent to the transfer of control of the Cable Television Franchisee and Cable Television System from Comcast to Greatland Connections

Attachments

1. Transfer Agreement & Resolution as Provided by RWSCC
2. Midwest Cable, Inc. signature page
3. Comcast of Minnesota, Inc. signature page

TRANSFER AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION, COMCAST OF MINNESOTA, INC. AND MIDWEST CABLE, INC.

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of Maplewood, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement (the “Franchise Documents”); and

WHEREAS, the existing franchise agreement dated November 29, 1999, expired on November 28, 2014; and

WHEREAS, the Franchise requires the Franchisor’s prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

WHEREAS, Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation (“Comcast”); and

WHEREAS, Comcast, as the ultimate parent corporation of Franchisee, has agreed to divest and transfer the Franchisee, following its conversion to a limited liability company, and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the “Proposed Transaction”); and

WHEREAS, immediately following the closing of the Proposed Transaction, Midwest Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as “GreatLand” throughout; and

WHEREAS, Comcast filed a Federal Communications Commission Form 394 with the RWSCC on June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the “Transfer Application”); and

WHEREAS, under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Franchisor; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Franchisor or by the RWSCC, including directing the representatives of the Franchisor to publicly filed and available information, and information posted to Comcast Corporation and other websites (the “Data Request Responses”); and

WHEREAS, the Franchisee has agreed it will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal, and Franchisee agrees that it will continue to be so responsible.

WHEREAS, the parties have reached agreement on other terms and conditions under which the Application may be approved, subject to and in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc, Comcast, and GreatLand to the Franchisor, RWSCC and their representatives.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. This Agreement shall only be effective as to those communities which grant the Transfer Application in a form substantially similar to the attached to this Agreement. This Agreement shall be dated February 15, 2015 for purposes of identification.

Section 2. The parties agree:

- a) The Franchise is extended through and including July 1, 2018.
- b) Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to January 1, 2016 is changed to July 1, 2018.
- c) Paragraph 2 of the “Settlement Agreement Regarding PEG Capacity” is amended to read as follows: “Comcast will make available a second HD PEG channel conditioned upon the Commission affirming in writing that it has ready and available a minimum of 100 hours of locally produced HD content that has not been carried on the existing HD channel. On or after January 1, 2017, the Commission may request the launch of a third HD PEG channel in exchange for the discontinuance of one (1) standard definition PEG channels of the Commission’s choosing. The Commission shall affirm in writing that it has ready and available sufficient locally produced HD PEG programming not already carried on the other two HD PEG channels so as to be able to program at least 6 hours per day with non-character generated HD PEG programming.
- d) Franchisee will correct any safety code issues identified to it by the Commission as of January 31, 2015 and identify the results of its work to the Commission. Comcast will complete this review and the corrective actions by March 31, 2015.
- e) Franchisee has been in discussions with Lake Elmo and will promptly reach agreement on the timing and details of a Comcast line extension of its system without charge to the customers or Franchisor, without regard to whether density requirements in the Franchise are satisfied, as to The Sanctuary Development in Lake Elmo. Further, Comcast will promptly commence discussions with Grant regarding the timing of line extensions along the following routes which extension shall also be made without charge to customers or Franchisor, without regard to whether density requirements in the Franchise are satisfied: 105th Street between Jamaica Av N and Inwood Av N; and Inwood Av N between 105th St and 110th Street. Absent a finding of unusual costs, construction shall commence in a reasonable time period. Franchisee may continue to charge for drop costs for drops

whose length from the nearest right of way to the customer premises exceed standard installations, as provided in the Franchise.

- f) Franchisee will pay Commission \$15,000 in connection with issues surrounding the transfer application. This amount is not and may not be treated as a franchise fee.
- g) Franchisee shall pay the Commission \$47,610.16 in past-due franchise fees and penalties arising out of a review it conducted of its allocation of revenues from its HD Service Bundles and the omission of the HD Technology Fee from the revenue allocations in certain of those packages from 2012 through 2014. This payment will be made within 30 days of the approval of effective date of this agreement.
- h) GreatLand warrants that nothing about the Transition Services Agreement with Comcast or the Charter Services Agreement, including the 4.25% fee thereunder, or the relationships created by those agreements, shall be used to reduce the franchise fees otherwise due under the Franchise Documents for cable services provided in any RWSCC community, such that franchise fees cannot be evaded by virtue of those agreements. Within 30 days after closing the Proposed Transaction, GreatLand shall provide a copy of the Charter Services Agreement and Comcast Transition Agreement, subject to reasonable confidentiality protections as necessary.
- i) GreatLand and Franchisee warrant that for so long as (1) Franchisee is under the ultimate control of GreatLand and (2) the current franchise agreement remains in effect, Franchisee will continue the same franchise fee offset practices as have been followed by the Franchisee during the fourth quarter of 2014. Should a Franchisor grant a competing cable service or video service franchise that is not subject to franchise fee offset limitations as specified herein, this Section 1.9 shall terminate on the date of such franchise grant as to such Franchisor.
- j) GreatLand assures that it will cause to be made available adequate financial resources to allow Franchisee to meet its obligations under the Franchise, including without limitation, customer service standards in the franchise and under federal law, build out obligation, PEG funding, and all other financial obligations in the Franchise.
- k) Each Franchisor is only approving the transfer of control to Midwest Cable, Inc. No other transaction is approved, and any other transaction that is subject to approval under the franchise or cable ordinance, whether or not contemplated in the application, shall require Franchisor approval.
- l) Each Franchisor's approval of the Transfer Application is made without prejudice to, or waiver of, its and/or the Franchisor's right to fully investigate and consider during any future franchise renewal process: (i) Franchisee's financial, technical, and legal qualifications; (ii) Franchisee's and Franchisee's compliance with the Franchise; and (iii) any other lawful, relevant considerations.
- m) Each Franchisor's approval of the Transfer Application is made without prejudice to, or waiver of, any right of the Franchisor to consider or raise claims based on Franchisee's or Franchisee's defaults, any failure to provide reasonable service in light of the community's needs, or any failure to comply with the terms and conditions of the Franchise Documents, or with applicable law.

- n) Each Franchisor waives none of its rights with respect to the Franchisee's compliance with the terms, conditions, requirements and obligations set forth in the Franchise and in applicable law. A Franchisor's approval of the Transfer Application shall in no way be deemed a representation by the Franchisor that the Franchisee is in compliance with all of its obligations under the Franchise and applicable law. GreatLand warrants that Franchisee will be able to comply with all the terms and conditions of those agreements, including provisions requiring production of documents, maintenance of records and system monitoring.
- o) After the Proposed Transaction, GreatLand and Franchisee will be bound by all the commitments, duties, and obligations, present and continuing, embodied in the Franchise Documents and applicable law. The Proposed Transaction will have no effect on these obligations. Likewise, the Proposed Transaction will have no effect on any other agreement with any Franchisor or RWSCC now in force or which must be accepted as a condition of the approval hereunder.
- p) GreatLand shall provide an executed written certification in the form attached hereto within thirty (30) days after consummation of the Proposed Transaction, guarantying the full performance of the Franchisee. GreatLand shall provide the Commission with written notification that the Proposed Transaction closed within ten (10) days after the closing;
- q) GreatLand will comply with any and all conditions or requirements applicable to GreatLand set forth in all approvals granted by federal agencies with respect to the Proposed Transaction and Transfer Application, however nothing in this paragraph is intended to create or grant any Franchisor or the Commission authority to enforce the conditions that it would not otherwise have.
- r) GreatLand shall provide a written guarantee in the form attached hereto within thirty (30) days of consummation of the Proposed Transaction specifying that subscriber rates and charges in the Franchise area will not increase or services be reduced as a result of the costs of the Proposed Transaction. GreatLand's current projections do not require it to increase cable rates, or decrease cable services, in order to perform its obligations under the Franchise Documents, other than those changes made in the ordinary course of business. It will not contend that Franchisee is entitled to any relief from obligations (under the Cable Act's commercially impracticable standard or otherwise) based on the failure of any financial assumption related to the Proposed Transaction to materialize.
- s) After the Proposed Transaction is consummated, GreatLand and Franchisee will continue to be responsible for all past acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) Franchise renewal to the same extent and in the same manner as before the Proposed Transaction.
- t) Except as specifically provided herein, nothing in this Agreement amends or alters the Franchise Documents or any requirements therein or in any agreement between Franchisor and Franchisee in any way, and all provisions of the same remain in full force and effect and are enforceable in accordance with their terms.

- u) The Proposed Transaction shall not permit GreatLand and Franchisee to take any position or exercise any right with respect to the Franchise and the relationship thereby established with a Franchisor or the Commission that could not have been exercised prior to the Proposed Transaction.
- v) Approval is conditioned upon receipt of any and all state and federal approvals and authorizations required for the Proposed Transaction.
- w) The terms and conditions on which the Proposed Transaction closes may not be materially different from the terms and conditions presented to Franchisor as part of the Form 394 application, as amended by subsequent information and representations provided to or made available to the Franchisor directly or by identified public links to such information.
- x) Approval of the transfer does not constitute an endorsement of any of the terms of the Charter Service Agreement or Transition Services Agreement, and the same do not excuse performance under the Franchise Documents.
- y) In the event GreatLand were to file for Bankruptcy, GreatLand acknowledges that PEG fees and franchise fees are administrative priority claims, and each Franchisor shall have all of the protections available to the maximum extent allowed under federal bankruptcy law to the continued performance by Franchisee under the Franchise, including the payment of franchise fees and the right to review and approve any transfer or change in control over the Franchisee.

Section 3. If any of the conditions or requirements specified in this Agreement are not satisfied, such failure shall be deemed a material breach of the Franchise Documents and applicable law, and subject to revocation and other remedies contained in the Franchise Documents and applicable law.

Section 4. If any of the written representations made to the Franchisor or its representatives in the Transfer Application proceeding by (i) Franchisee, (ii) Comcast or (iii) GreatLand, (iv) any subsidiary or representative of the foregoing prove to be materially incomplete, untrue or inaccurate in any material respect, it shall be deemed a material breach of the Franchise Documents and applicable law, and subject to revocation and to other remedies contained in the Franchise Documents and applicable law.

Section 5. This agreement shall be governed by the laws of Minnesota.

Section 6. This agreement is binding on each party's successors and assigns.

Section 7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Midwest Cable, Inc.

By: _____
Name: _____
Title: _____
Date: _____

City of Mahtomedi

By: _____
Name: _____
Title: _____
Date: _____

Comcast of Minnesota, Inc.

By: _____
Name: _____
Title: _____
Date: _____

City of Maplewood

By: _____
Name: _____
Title: _____
Date: _____

City of Birchwood Village

By: _____
Name: _____
Title: _____
Date: _____

City of North St. Paul

By: _____
Name: _____
Title: _____
Date: _____

City of Dellwood

By: _____
Name: _____
Title: _____
Date: _____

City of Oakdale

By: _____
Name: _____
Title: _____
Date: _____

City of Grant

By: _____
Name: _____
Title: _____
Date: _____

City of Vadnais Heights

By: _____
Name: _____
Title: _____
Date: _____

City of Lake Elmo

By: _____
Name: _____
Title: _____
Date: _____

City of White Bear Lake

By: _____
Name: _____
Title: _____
Date: _____

White Bear Township

By: _____
Name: _____
Title: _____
Date: _____

City of Willernie

By: _____
Name: _____
Title: _____
Date: _____

Transfer Agreement

Attachment 1
Form of Guaranty of Performance

GUARANTY OF PERFORMANCE

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, LLC, the Franchisee, upon closing of the proposed transaction (as defined in Resolution No. _____) certifies that it has sufficient financial resources and will at all times make available all necessary financial resources to ensure that the Franchisee has the capability to operate and maintain the System in accordance with the Franchise and applicable laws, regulations codes and standards, and to fully comply at all times with the Franchise, and applicable laws, regulations, codes and standards and guarantees such performance. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of _____.

GreatLand Connections, Inc.

By: _____

Name: _____

Title: _____

Address:

Attachment 2
Form of Guaranty Regarding Rates

GUARANTY REGARDING RATES

GreatLand Connections, Inc., upon closing of the proposed transaction (as defined in Resolution No. _____), guarantees that rates and charges for cable service offered by Comcast of Minnesota, LLC, the Franchisee in the Franchisor, will not increase as a result of the cost of the proposed transaction. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee, Comcast of Minnesota, LLC.

EXECUTED as of _____.

GreatLand Connections, Inc.,

By: _____

Name: _____

Title: _____

Address:

RESOLUTION NO. _____

**A RESOLUTION CONDITIONALLY GRANTING THE CONSENT
TO THE TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISEE
AND CABLE TELEVISION SYSTEM FROM
COMCAST CORPORATION TO GREATLAND CONNECTIONS, INC.**

WHEREAS, [REDACTED], Minnesota, (“Franchisor”) is a Municipal Corporation; and

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in [COMMUNITY NAME] pursuant to a franchise agreement, a March 9, 1995 Memorandum of Understanding, and the April 10, 2014 Settlement Agreement (the “Franchise Documents”); and

WHEREAS, the existing franchise agreement dated November 29, 1999, expired on November 28, 2014; and

WHEREAS, Section [REDACTED] of the Franchise requires the Franchisor’s prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

WHEREAS, Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation (“Comcast”); and

WHEREAS, Comcast, as the ultimate parent corporation of Franchisee, has agreed to divest and transfer the Franchisee, following its conversion to a limited liability company, and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the “Proposed Transaction”); and

WHEREAS, immediately following the closing of the Proposed Transaction, Midwest Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as “GreatLand” throughout; and

WHEREAS, Comcast filed a Federal Communications Commission Form 394 with the Franchisor on June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the “Transfer Application”); and

WHEREAS, under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Franchisor; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Franchisor or by the Ramsey Washington Suburban Cable Commission, including directing the representatives of the Franchisor to publicly filed and

available information, and information posted to Comcast Corporation and other websites (the “Data Request Responses”); and

WHEREAS, Franchisee and GreatLand have signed a Transfer Agreement, dated for purposes of identification February 15, 2015, (the “Transfer Agreement”) binding on each of them, which sets forth certain agreements, guaranties, warrantied and conditions;

WHEREAS, based on that agreement, and in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc, Comcast, and GreatLand, to the Franchisor, RWSCC recommended, and Franchisor is willing to grant consent to the Proposed Transaction, so long as those representations are complete and accurate and the agreement becomes fully enforceable; and

WHEREAS, subject to the foregoing, the Franchisor’s approval of the Proposed Transaction is therefore appropriate if the Franchisee will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal, and Franchisee has agreed that it will continue to be so responsible.

NOW, THEREFORE, BE IT RESOLVED BY THE _____ AS FOLLOWS:

Section 1. _____ is authorized to sign that certain Transfer Agreement on behalf of Franchisor

Section 2. The Franchisor’s consent to and approval of the Transfer Application is hereby GRANTED in accordance with the Franchise, subject to the terms and conditions of the Transfer Agreement.

Section 3. This Resolution shall not be construed to grant or imply the Franchisor’s consent to any other transfer or assignment of the Franchise or any other transaction that may require the Franchisor’s consent under the Franchise Ordinances or applicable law. The Franchisor reserves all its rights with regard to any such transactions.

Section 4. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 5. The transfer of control of the Franchisee and Franchisee from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

[SIGNATURES AND STANDARD FORMS FOR RESOLUTION]

Midwest Cable, Inc.

By: _____
Name: _____
Title: _____
Date: _____

City of Mahtomedi

By: _____
Name: _____
Title: _____
Date: _____

Comcast of Minnesota, Inc.

By: Kevin Bethke
Name: Kevin Bethke
Title: VP. Finance
Date: 2/17/15

City of Maplewood

By: _____
Name: _____
Title: _____
Date: _____

City of Birchwood Village

By: _____
Name: _____
Title: _____
Date: _____

City of North St. Paul

By: _____
Name: _____
Title: _____
Date: _____

City of Dellwood

By: _____
Name: _____
Title: _____
Date: _____

City of Oakdale

By: _____
Name: _____
Title: _____
Date: _____

City of Grant

By: _____
Name: _____
Title: _____
Date: _____

City of Vadnais Heights

By: _____
Name: _____
Title: _____
Date: _____

City of Lake Elmo

By: _____
Name: _____
Title: _____
Date: _____

City of White Bear Lake

By: _____
Name: _____
Title: _____
Date: _____

White Bear Township

By: _____
Name: _____
Title: _____
Date: _____

City of Willernie

By: _____
Name: _____
Title: _____
Date: _____

City of Maplewood
City Council Meeting Sign-Up Sheet
For Agenda Items and Visitor Presentations

*By putting your name and address on this sheet, you are
indicating which agenda item you would like to discuss with
the City Council*

Date: February 23, 2015

	<u>Name - First & Last</u> <i>(please print clearly)</i>	<u>Address</u>	<u>Agenda Item</u>
1.	<i>Bob Zick</i>	<i>NSP</i>	<i>Public Comment</i>
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

MEMORANDUM

TO: City Council
FROM: Melinda Coleman, City Manager
DATE: February 17, 2015
SUBJECT: Council Calendar Update

Introduction/Background

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

Upcoming Agenda Items & Work Session Schedule

1. March 9th
 - a. Workshop Commissioner Interviews, MCC Changes and Partnership Implementation Plan, Parks Project Partnership Update
2. March 16th
 - a. Council/Staff Annual Retreat – 8:30 am to 4:30 pm
3. March 23rd
 - a. Workshop MCC Asset Management Plan Schedule, Code Enforcement Annual Report
4. April 13th
 - a. Workshop Fire/EMS Needs and Options, Communications Plan Update, Update on New Police CAD System
5. April 27th
 - a. Workshop Regional Council of Mayors Presentation given by Myles Shaver from the University of Minnesota and Peter Frosch from Greater MSP

Budget Impact

None.

Recommendation

No action required.

Attachments

None.