

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, March 9, 2015  
City Hall, Council Chambers  
Meeting No. 05-15

**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 23, 2015 City Council Workshop Minutes
2. Approval of February 23, 2015 City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

1. Recognition of Don Regan, Recipient of Northwestern Financial Review Business Award
2. Approval of the 2014 Sustainability Annual Report
3. Approval of the 2014 Environmental and Natural Resources Commission Annual Report
4. Approval of the 2014 Community Design Review Board Annual Report
5. Approval of the 2014 Code Enforcement Annual Report
6. Gateway Corridor Project Update, Project 14-05

**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 Agreement for Use of Harvest Park for the 2015 Susan G. Komen Twin Cities 3-Day Event
3. Approval of a Temporary Lawful Gambling Permit for Carver Elementary PTO
4. Approval of a Temporary Lawful Gambling Permit for Minnesota Waterfowl-East Metro Chapter
5. Approval of Contract Partnership Agreement between the City of Maplewood and Cherrywood Pointe
6. Approval of the Spring Clean Up
7. Approval of Waterfest Sponsorship
8. Approval of Resolution Supporting Dedicated State Funding for City Streets
9. Disposal of Fire Department Vehicles and Miscellaneous Equipment
10. Update on Removal/Sale of Unneeded Office Furniture

**H. PUBLIC HEARINGS**

None

**I. UNFINISHED BUSINESS**

1. Approval of Contract Partnership Agreement between the City of Maplewood and the YMCA

**J. NEW BUSINESS**

1. Approval of Liquor License Manager for Rainbow Foods, Paula A. Thoreson
2. Tennis Sanitation's Annual Recycling Performance Review
  - a) Approval of the 2014 Recycling Report
  - b) Approval of the 2015 Recycling Work Plan
3. 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
4. Union Negotiations Discussion – Police Sergeants (No Report)
  - a) Intent to Close Meeting (§ 13D.03)

**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.*

**Maplewood Selected as a Finalist in the Running to Receive Up to \$1 Million from Bloomberg Philanthropies for Public Art that Addresses Civic Topics**

*237 U.S. Cities Applied from 45 States, the District of Columbia, and Puerto Rico*

**Maplewood, MN – March 10, 2015** – Bloomberg Philanthropies announced Thursday that Maplewood has been selected as a finalist in the running to receive up to \$1 million as part of the Bloomberg Philanthropies Public Art Challenge, a new program aimed at supporting temporary public art projects that engage communities, enhance creativity, and enrich the vibrancy of cities. Maplewood, along with eleven other cities, has been invited to submit a full proposal.

In late 2014, Bloomberg Philanthropies invited mayors of U.S. cities with 30,000 residents or more to submit proposals for innovative temporary public art projects that address a civic concern, and demonstrate close collaboration between artists or arts organizations and city government. More than 230 cities submitted proposals for consideration in the Public Art Challenge, representing 68 million residents across the United States.

Proposals cover a range of areas, including revitalization of decayed downtown areas, underutilized waterfronts, and vacant neighborhoods. They also address other social themes including civil rights, neighborhood safety, environmental sustainability, and promoting city identity. Submissions were evaluated on their potential viability as dynamic public art projects, capacity to establish or strengthen public-private partnerships, inclusion of strong audience engagement strategies, and commitment to evaluating outcomes and impact on the host city.

"It is incredibly exciting for Maplewood to be considered among the 12 finalists for this Public Art Challenge," said Maplewood Mayor Nora Slawik. "As a suburban community focused on strengthening connectedness across diverse cultures and generations, we believe that engaging the creative power of youth is the key to shaping the best possible Maplewood. Together with our artist team, Maplewood will tap into the energy and innovation of our young people to engage and revitalize the whole community through *Kid City*."

Maplewood's proposed project concept is called "Kid City – Empowering the Youth Community." The City of Maplewood will team with participatory artists Z Puppets Rosenschnoz for a series of interactive installations and improvisational theater events researched, designed, built and presented by youth. The multi-disciplinary initiative will engage elementary, middle school and high school students in creatively re-imagining their city, exploring current civic issues, sparking dialog about potential solutions and building connections across the diverse cultural communities of Maplewood. The Mayor, City Council, City Parks and Police Departments will work directly with Z Puppets' multicultural artist team (representing the community's cultural makeup) to activate kid citizens in Maplewood.

Maplewood is at the intersection of challenge and opportunity, due to years of economic growth, and steady increase of residents from Latino/a, Somali, Karen and Hmong backgrounds. These new residents are a huge factor in growth, bringing new businesses, art and culture. A new Parks and Recreation Master Plan, adopted in January 2015 and developed out of 36 community meetings, directs the city to engage in outreach and arts events to foster community across the diverse Maplewood populations. A new Integrated Youth Development program (IYD) brings community leaders, parents, law enforcement, the Mental Health Department, school district, teachers, and school administrators together to increase in-school success, provide additional supports for Maplewood's youth and reduce their risk behaviors. Kid City will draw on resources from Parks and Rec and the IYD, and is the first of many city-led programs to use the arts to meet community needs.

Cities of all sizes applied: nearly 50% of the 237 submissions were from cities with populations between 30,000 and 100,000, 38% had populations between 100,000 and 500,000, and 13% of the applicant cities

had over 500,000 residents. A variety of artistic disciplines were represented amongst the applications: 61% of the proposed public art projects involved visual art, 19% combined multiple disciplines, 17% featured digital media, and 3% were performing art projects.

The Public Art Challenge grant will cover development, execution and project related expenditures but will not fund 100% of project costs. The grant is intended to provide catalytic funds as part of a strong, committed consortium of supporters. At least three winning cities will be selected in May to execute their projects over a maximum of 24 months. More information about the Public Art Challenge can be found on <http://www.bloomberg.org/program/arts/public-art-challenge/>.

### **About Bloomberg Philanthropies**

Bloomberg Philanthropies' mission is to ensure better, longer lives for the greatest number of people. The organization focuses on five key areas for creating lasting change: Public Health, Environment, Education, Government Innovation and the Arts. Bloomberg Philanthropies encompasses all of Michael R. Bloomberg's charitable activities, including his foundation and his personal giving. In 2014, Bloomberg Philanthropies distributed \$462 million. For more information on the philanthropy, please visit [bloomberg.org](http://bloomberg.org) or follow us on [Facebook](#), [Instagram](#) and [Twitter @BloombergDotOrg](#).

### **Contact:**

#### City of Maplewood

Mayor Nora Slawik, 612.790.4331, [nora.slawik@ci.maplewood.mn.us](mailto:nora.slawik@ci.maplewood.mn.us);  
Parks & Recreation Director, DuWayne Konewko, 651.249.2330,  
[duwayne.konewko@ci.maplewood.mn.us](mailto:duwayne.konewko@ci.maplewood.mn.us)

#### Z Puppets Rosenschnoz

Shari Aronson, Co-Creative Director 612.724.1435, [shari@zpuppets.org](mailto:shari@zpuppets.org)  
Chris Griffith, Co-Creative Director 612.724.1435, [chris@zpuppets.org](mailto:chris@zpuppets.org)  
Kathleen Conroy, Managing Director, 612.724.1435, [kathleen@zpuppets.org](mailto:kathleen@zpuppets.org)

**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
**MANAGER WORKSHOP**  
5:00 P.M. Monday, February 23, 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 5:05 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	Absent

**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. Katie Engman, Ramsey County Tobacco Coalition**

City Clerk/Citizen Services Director Haag gave the staff report and introduced Katie Engman with the Ramsey County Tobacco Coalition. Ms. Engman introduced her colleague Alicia Leisenger then gave the presentation on Youth Access, State Electronic Cigarette Retail Requirements, Local Level Regulation on Electronic Cigarettes and Flavored Cheap Tobacco.

**2. MCC/YMCA Partnership Discussion**

Parks & Recreation Director Konewko introduced Shane Hoefler, Executive Director of the White Bear Area YMCA and White Bear Lake Area Schools YMCA Aquatic Center; he then gave the staff presentation and answered questions of the council. Mr. Hoefler addressed the council to give additional information and answer questions of the council.

### **3. Presentation of Policing Plan**

Police Chief Schnell introduced the presentation and introduced members of the police department; Sergeant Michael Nye, Sergeant Kevin Johnson, Detective Alesia Mety, Officer Bill Sypniewski, and Officer Todd Langner.

Sergeant Nye gave presentations on Reduce and Solve Crime, Increase Public Safety, Increase Public Confidence in Policing, Provide the Best Service & Value for the Money, and Theft from Auto. Sergeant Kevin Johnson gave a presentation on Traffic Safety. Detective Mety gave a presentation on Domestic Violence. Officer Sypniewski and Office Langner gave the presentation on Quality of Life.

### **F. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 7:00 p.m.

DRAFT



Minutes as submitted.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

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

Councilmember Abrams moved to approve the February 9, 2015 City Council Meeting Minutes as submitted.

Seconded by Councilmember Cardinal

Ayes – All

The motion passed.

**F. APPOINTMENTS AND PRESENTATIONS**

**1. Approval of Resolution Awarding 2014 Maplewood Heritage Award**

Mayor Slawik read and presented Carolyn Peterson with the 2014 Maplewood Heritage Award Resolution.

Councilmember Juenemann moved to approve the Resolution for the 2014 Maplewood Heritage Award to Carolyn Peterson.

Resolution 15-2-1170  
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



Seconded by Councilmember Abrams

Ayes – All

The motion passed.

**3. Approval of Resolution of Appreciation for Connie Kelsey, Payroll Coordinator for 33 Years of Service with the City of Maplewood**

Finance Director Bauman read and presented a resolution of appreciation for Connie Kelsey.

Councilmember Juenemann moved to approve the Resolution of Appreciation for Connie Kelsey for her 33 years of service with the City of Maplewood.

Resolution 15-2-1172  
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.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

**4. Approval of Resolution of Appreciation for Beth Ulrich**

Mayor Slawik read the resolution of appreciation for Beth Ulrich.

Councilmember Juenemann moved to approve the Resolution of Appreciation for Commissioner Beth Ulrich for her years of service on the Housing & Redevelopment Authority Commission, the Business & Economic Development Commission and the Housing & Economic Development Commission.

Resolution 15-2-1173  
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.

Seconded by Councilmember Abrams                      Ayes – All

The motion passed.

#### **5. Approval of Resolution of Appreciation for Gary Kloncz**

Mayor Slawik read the resolution of appreciation for Gary Kloncz.

Councilmember Juenemann moved to approve the Resolution of Appreciation for Commissioner Gary Kloncz for his years of service on the Housing and Economic Development Commission.

#### Resolution 15-2-1174 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



\$ 528,204.84 Total Payroll

\$ 8,691,823.20 GRAND TOTAL

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

**2. Approval of Resolution Approving Final Payment and Acceptance of Project, 2012 Mill and Overlay Improvements, City Project 11-15**

Councilmember Cardinal moved to approve the Resolution Approving Final Payment and Acceptance of Project for the 2012 Mill and Overlay Improvements, City Project 11-15.

Resolution 15-2-1174  
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.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

**3. Approval of Resolution Authorizing Expenditures for Beebe-Sterling Street Improvements, City Project 13-10**

City Engineer/Public Works Director Thompson gave the staff report and answered questions of the council.

Councilmember Cardinal moved to approve the Resolution Authorizing Project Expenditures for the Beebe-Sterling Street Improvements, City Project 13-10.

Resolution 15-2-1175  
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.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

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

Councilmember Cardinal moved to approve 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.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**5. Approval to Enter Into Agreement with CivicPlus for a Redesign of the City Website**

IT Director Fowlds gave the staff report and answered questions of the council.

Councilmember Cardinal moved to approve the Agreement with CivicPlus to provide an advanced redesign of the City website, in the amount of \$16,260; this amount includes an increase to the yearly service fees of \$2,500 that permits redesign of the website every 4 years.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**6. Approval of Resolution Supporting Disposal of Old Office Furniture**

IT Director Fowlds gave the staff report and answered questions of the council.

Councilmember Juenemann moved to table the Resolution Supporting Disposal of Old Office Furniture for further information and options.

Seconded by Councilmember Cardinal                      Ayes – All

The motion passed.

**7. Approval of Resolution Accepting State Aid Advancement**

Councilmember Cardinal moved to approve the Municipal State Aid Street Funds Advance Resolution.

Resolution 15-2-1177  
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.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

## H. PUBLIC HEARING

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

City Planner Martin gave the staff report.

Mayor Slawik opened the public hearing. No one spoke.

Mayor Slawik closed the public hearing.

Councilmember Cardinal moved to approve the second reading of the 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.

Ordinance 945  
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.

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.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

## 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**

City Engineer/Public Works Director Thompson gave the staff report and answered questions of the council.

Councilmember Abrams moved to approve the Resolutions for the Gladstone Phase 2 Improvements, City Project 14-01, Approving Plans and Advertisement for Bids.

Resolution 15-2-1178  
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.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

Councilmember Abrams moved to approve the 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.

Seconded by Councilmember Cardinal                      Ayes – All

The motion passed.

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**

City Engineer/Public Works Director Thompson gave the staff report and answered questions of the council.

Councilmember Abrams moved to approve the Resolution for the County Road B Trail and Safety Improvements, City Project 14-02, Approving Plans and Advertisement for Bids.

Resolution 15-2-1179  
APPROVING PLANS

February 23, 2015  
City Council Meeting Minutes

## 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.

Seconded by Councilmember

Ayes – All

The motion passed.

Councilmember Abrams moved to approve the 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.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

Councilmember Abrams moved to approve the Resolution for No Parking Along County Road B.

Resolution 15-2-1180

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.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

Councilmember Cardinal moved to approve the Resolution Approving Project Budget for County Road B Trail and Safety Improvements, City Project 14-02.

Resolution 15-2-1181  
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
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$1,289,506</b>

Seconded by Councilmember Abrams                      Ayes – All

The motion passed.

**J. NEW BUSINESS****1. Approval of Liquor License Manager for Cub Discount Liquor, Christopher K. Bengtson**

City Clerk/Citizen Services Director Haag gave the staff report.

Councilmember Abrams moved to approve Christopher K. Bengtson, Liquor License Manager for Cub Discount Liquor, 100 County Road B West,

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**2. Approval of Liquor License Manager for Rainbow Foods, Paula A. Thoreson**

City Clerk/Citizen Services Director Haag gave the staff report.

Councilmember Juenemann moved to table until the March 9, 2015 City Council Meeting.

Seconded by Councilmember Abrams                      Ayes – All

The motion passed.

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

City Clerk/Citizen Services Director Haag gave the staff report.

Councilmember Cardinal moved to approve the Akberali Punjwani, Liquor License Manager for Maddie's Liquor, 1690 McKnight Road N.

Seconded by Councilmember Abrams                      Ayes – All

The motion passed.

**4. Approval of a Temporary Lawful Gambling Permit for Church of St. Pascal Baylon**

City Clerk/Citizen Services Director Haag gave the staff report.

Councilmember Cardinal moved to approve the Temporary Lawful Gambling Permit for Church of St. Pascal Baylon to be used at 2100 White Bear Avenue on April 11, 2015.

Seconded by Councilmember Abrams                      Ayes – All

The motion passed.



**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**

This item was pull from the agenda and tabled until the March 9, 2015 City Council Meeting

**K. AWARD OF BIDS**

None

**L. VISITOR PRESENTATION**

1. Bob Zick

**M. ADMINISTRATIVE PRESENTATIONS**

**1. Council Calendar Update**

City Manager Coleman gave the update to the council calendar.

**N. COUNCIL PRESENTATIONS**

**1. Ramsey County Dispatch Policy**

Councilmember Juenemann gave an update on the Ramsey County Dispatch CAD system that will be going live on March 24, 2015.

**2. Green Team**

Councilmember Juenemann gave a report on the activities of the Maplewood Green Team.

**3. MCC Multi Cultural Event**

Councilmember Abrams reported that the will be Multi Cultural Event at the Maplewood Community Center on Thursday, February 26, 2015 from 5:30 p.m. to 8:30 p.m.

**4. Cable Commission Update**

Councilmember Abrams gave an update on the Cable Commission By-Law Committee and Franchise Renewal Committee.

**5. TAB Update**

Mayor Slawik reported on the Transportation Advisory Board meeting she attended last week.

**6. Rush Line and Gateway**

Mayor Slawik gave an update to the Rush Line and Gateway projects.

**O. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 9:07 p.m.

DRAFT

**MEMORANDUM**

**TO:** City Council

**FROM:** Melinda Coleman, City Manager

**DATE:** March 3, 2015

**SUBJECT:** Recognition of Don Regan, Recipient of Northwestern Financial Review Business Award

**Introduction**

Don Regan, chairman of Premier Banks, is Northwestern Financial Review's Banker of the Year for 2015.

**Background**

Premier Banks has three charters in Minnesota: Premier Bank Rochester; Premier Bank Minnesota, Farmington, and Premier Bank, Maplewood. –

Mr. Regan has built an impressive franchise since he started the Maplewood State Bank in 1974. He has been through boom and bust times, most recently coming out of the great recession, which hit Premier Banks pretty hard. But by carefully managing their loan portfolios, the banks have returned to impressive performance.

Northwestern Financial Review found 40 years of experience to be most compelling, particularly considering Regan started from scratch. Regan's life is a real rags-to-riches story that has universal appeal.

Don Regan and Premier Banks are also stellar citizens, having donated substantial time and money to various organizations and causes in the communities they serve. He runs a true family enterprise with many members of his extended family holding important management roles.

**Budget Impact**

None.

**Recommendation**

None.

As seen in...

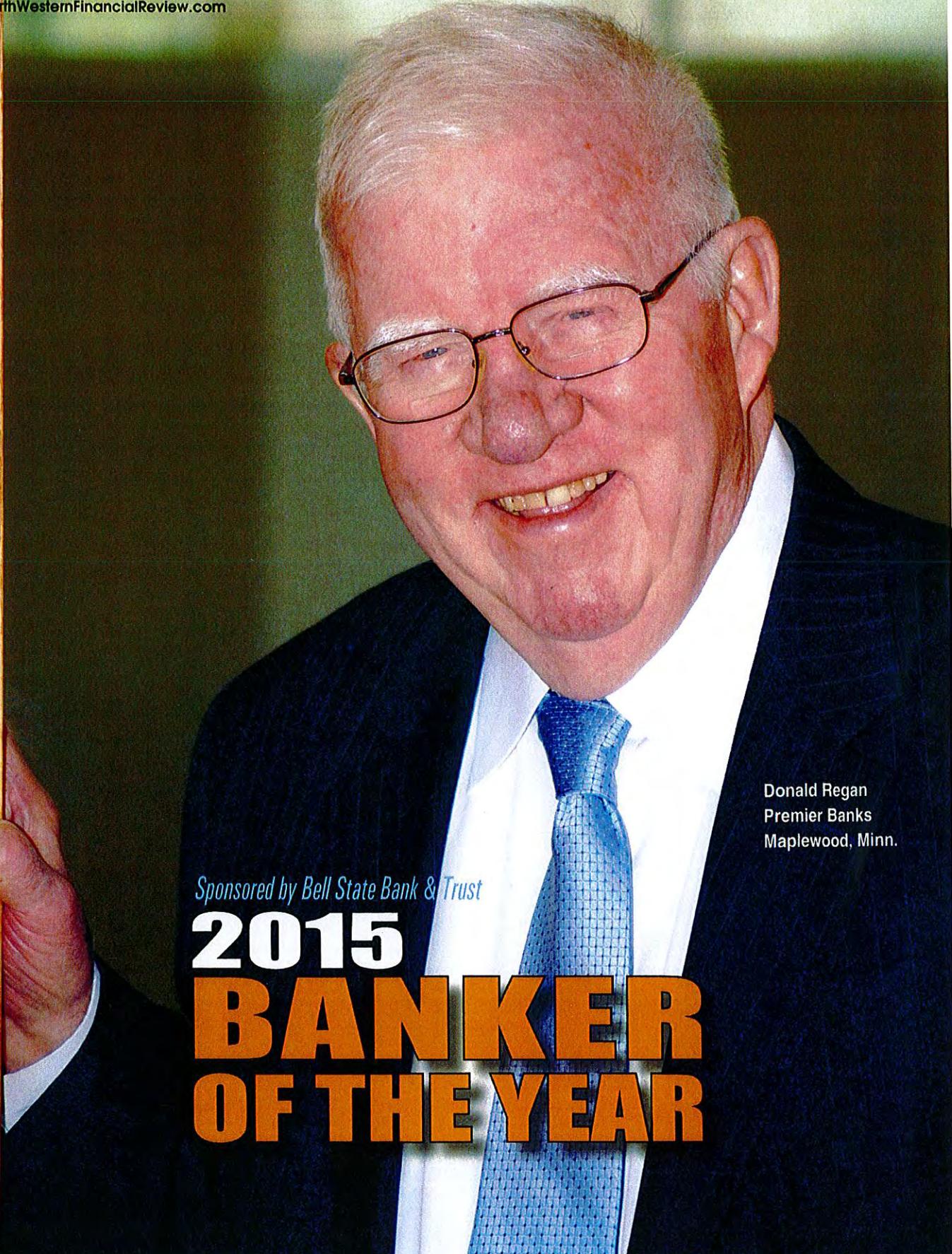
JANUARY 2015

# NW Financial Review

[www.NorthWesternFinancialReview.com](http://www.NorthWesternFinancialReview.com)

Meeting Date: 03-09-2015

Agenda Item#: F1



Donald Regan  
Premier Banks  
Maplewood, Minn.

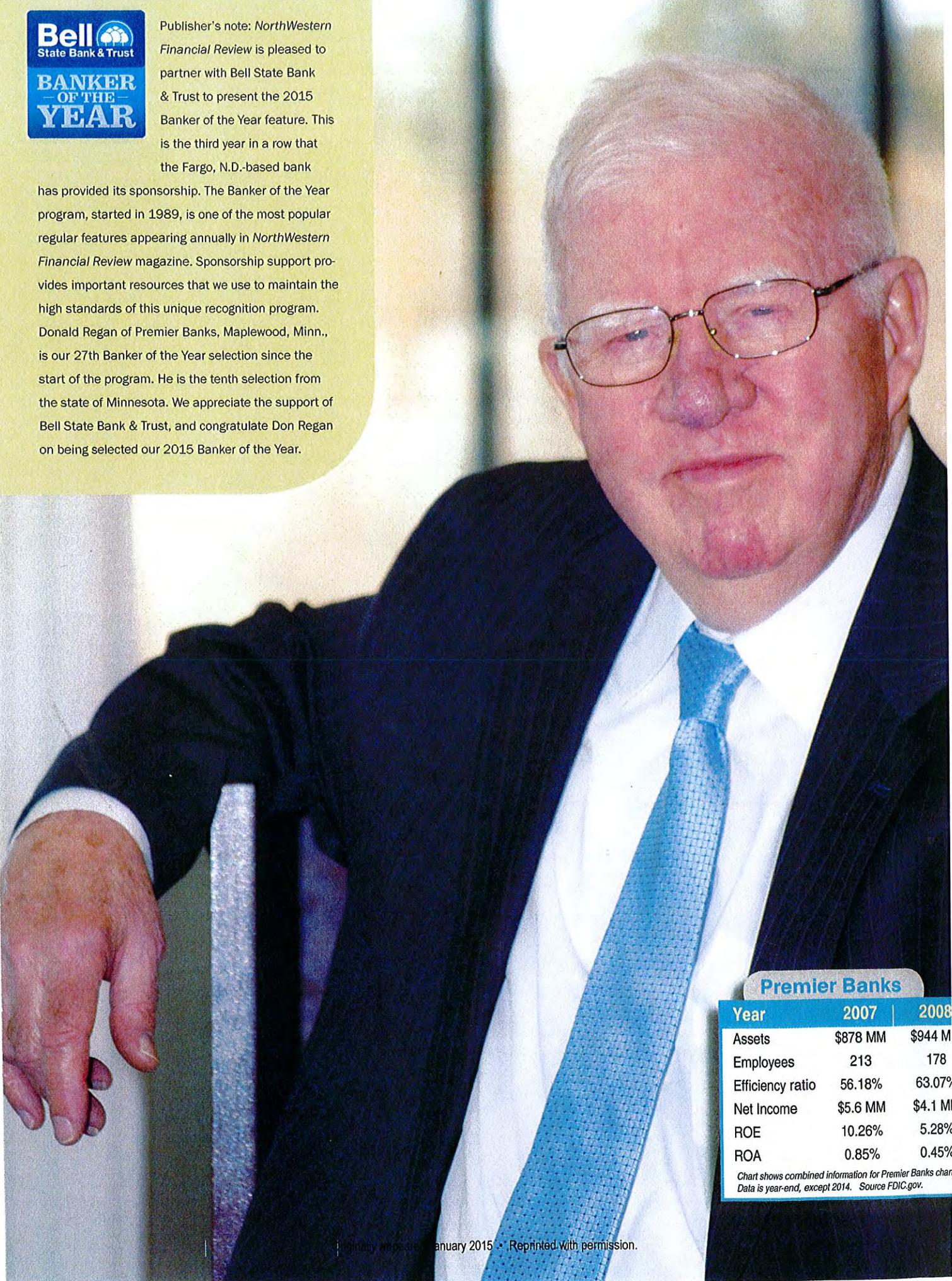
*Sponsored by Bell State Bank & Trust*

**2015**  
**BANKER**  
**OF THE YEAR**



Publisher's note: *NorthWestern Financial Review* is pleased to partner with Bell State Bank & Trust to present the 2015 Banker of the Year feature. This is the third year in a row that the Fargo, N.D.-based bank

has provided its sponsorship. The Banker of the Year program, started in 1989, is one of the most popular regular features appearing annually in *NorthWestern Financial Review* magazine. Sponsorship support provides important resources that we use to maintain the high standards of this unique recognition program. Donald Regan of Premier Banks, Maplewood, Minn., is our 27th Banker of the Year selection since the start of the program. He is the tenth selection from the state of Minnesota. We appreciate the support of Bell State Bank & Trust, and congratulate Don Regan on being selected our 2015 Banker of the Year.



**Premier Banks**

Year	2007	2008
Assets	\$878 MM	\$944 M
Employees	213	178
Efficiency ratio	56.18%	63.07%
Net Income	\$5.6 MM	\$4.1 M
ROE	10.26%	5.28%
ROA	0.85%	0.45%

Chart shows combined information for Premier Banks char Data is year-end, except 2014. Source FDIC.gov.

By Matthew Doffing

# Built to Last

Don Regan infuses Premier Banks with the strength to survive the recession and come back to strong performance

**TRUE CHARACTER IS SHOWN** when times are tough. The same proved true for Premier Banks, headquartered in Maplewood, Minn., a northeastern suburb of St. Paul. The start of a downward spiral in the economy in 2006 showed Premier's exposure to the land development market. Yet, Premier didn't go down in the storm. Instead, its many strengths have brought it back recently to pre-recession performance. For the many virtues that carried it through, Premier Banks has Don Regan, its chairman and founder, to thank.

Regan referred to his bank as a "one lung organization" when he described its lending focus prior to the recession. Like Regan, who has invested in real estate for half a century, Premier Banks has focused on land development for the past 40 years. Land development proved the bank's Achilles heel over the last eight years.

Yet, even if Premier Banks had only one lung, it was still fit to run the marathon of the Great Recession. For building a bank that could weather the greatest storm in banking in the past quarter century and for returning it to performance above the industry

average, Regan is *NorthWestern Financial Review's* Banker of the Year for 2015.

## An honest discourse

Regan saw in 2006 a coming tide of difficulties when one of Premier's largest land development customers began to struggle. "That large client told us they weren't alone in the looming challenge," Regan recounted. "That's when we invited the regulators to meet with us."

Regan organized a meeting attended by the boards of the three bank charters, the banks' senior staff and by every banking regulator that works with the Premier organization. "We took them through our watch list loan by loan," Regan said. "Our message was that something was wrong, seriously wrong, in the economy and that we would need to work together with regulators to salvage as many clients as we could."

The meeting won Regan and Premier Banks the goodwill of its regulators who now knew the organization was aware and ready to work through its issues. "Premier established mutual trust," said Bill Horlitz, who retired from his job as deputy assistant at the Minnesota Department of Commerce in January 2013 and joined Premier Banks' board later that year. "I joined Premier because I have known the Regan family my whole career. They have such integrity; that's what drew me to them. It took courage to invite every one of your banks' regulators in to show them their weak spots."

2009	2010	2011	2012	2013	9/2014
\$963 MM	\$943 MM	\$872 MM	\$878 MM	\$875 MM	\$917 MM
164	152	142	144	146	159
75.18%	79.40%	79.58%	75.77%	65.94%	47.78%
-\$1.1 MM	-\$13.1 MM	-\$3.9 MM	\$5.6 MM	\$9.7 MM	\$12.8 MM
-1.48%	-17.37%	-5.40%	7.92%	12.42%	19.53%
-0.12%	-1.38%	-0.43%	0.65%	1.12%	1.92%

<sup>1</sup> Farmington, Rochester and Maplewood, Minn. Data for ROA, ROE and Efficiency are averages of the three.

*Banker of the Year, Continued on next page*



*Banker of the Year, Continued*

Horlitz said the meeting helped regulators see that Premier Banks was a survivor. The bank's leadership came away with a plan for survival. Part of that plan rested on the fact that while Premier Banks had one lung, its three charters gave it three legs. If not for the tenacity of Regan, the bank's geographic base would not have been so wide during the recent recession.

**A 'Hail Mary'**

Regan made two key acquisitions in 1990. Both came from Midwest Federal Savings and Loan Association, the \$2.4 billion thrift that regulators placed in conservatorship in May 1989. "I remember Don asking me how we could acquire a portion of Midwest Federal," said Jack Hillstrom, the

now semi-retired banker who has helped Regan run the bank since 1974. "I told him the Resolution Trust Corporation was only going to sell Midwest Federal as one unit. Don's reply was, 'they can't do that.' That meant Don was going to find a way to get it done."

Regan and Hillstrom began writing letter after letter to elected officials urging Congress to change the laws governing RTC auctions to allow community banks to bid on parts of Midwest Federal's branch network. By July 30, 1990, Regan and Hillstrom were sitting in front of the House Committee on Banking, Finance and Urban Affairs. They argued that the nation's financial industry would be more competitive if branch sales were a part of the bidding process for the failed thrift. (For more of their testimony see page 14.)

Their argument won Congress over. By October 1990, Regan, who owned a \$70 million bank with one location at the time, purchased \$185 million in deposits and eight

Midwest Federal branches. The acquisition catapulted Premier Banks into the top 10 banks in Minnesota for branch network; it had been 87th.

The Midwest Federal branches were the first locations of Premier Bank Minnesota and Premier Bank Rochester; the second two charters in Regan's three-charter organization. The acquisition gave Premier Banks locations in most of the major markets in the southern half of Minnesota.



Jack Hillstrom

Today, Premier Bank has \$593 million in assets and seven branches throughout the northern suburbs of the Twin Cities. Premier Bank Minnesota, which is based in Farmington, a southern suburb of the Twin Cities, has \$174 million in assets and eight offices spread across the state from Monticello in the north to Owatonna in the south. Premier Bank Rochester has \$149 million in assets with four locations in Rochester.

Regan, who refers to himself as a casual Catholic, called his move for a piece of Midwest Federal a "Hail Mary play." Fellow leaders at Premier Banks say Regan is self-deprecating; they say he is anything but casual about his faith. It plays a role in how he runs his banks. President and CEO Mark Novitzki recalled the Midwest Federal transaction. "I



Don Regan, Chairman  
Premier Banks, Maplewood

**Congratulations  
on being named  
2015 Banker  
of the Year!**



**LANDTITLE**

service beyond the expected

*Banker of the Year, Continued on next page*



# Celebrating Forty Years and Chairman Don Regan • 2015 Banker of the Year

Grateful for Your Leadership and Example,  
The Premier Team



## Changing the rules of the Resolution Trust Corp

**Editor's note:** Premier Banks' Chairman Don Regan and Jack Hillstrom,

then president and CEO of Premier Banks and vice-chairman of the Independent Community Bankers of Minnesota, argued before Congress that the Resolution Trust Corporation should auction branches of failed thrifts both on a branch-by-branch basis and as an entire network. The following are excerpts from their testimony before the House Committee on Banking, Finance and Urban Affairs on July 30, 1990.

I would like to make two main points. First, the nation's financial industry will be more competitive and the RTC may well gain more for the taxpayer if branch sales are an integral part of its bidding process. Second, branch sales are a feasible alternative to sales of entire institutions.

We are concerned that the RTC's reluctance to sell thrift branch networks on a branch by branch basis will increase financial concentration. It also closes the process to community banks, and

denies the taxpayer the opportunity to sell failed thrifts to willing buyers.

This reluctance is apparently based on administrative concerns. We think these concerns are overstated, and are out-weighed by the competitive and financial arguments. In many cases, the failed thrifts are simply too large for all but the largest commercial banks to acquire as a complete branch network.

Local communities and small businesses lose an opportunity to do business with a local bank. The RTC should offer failed thrifts both on a branch basis and as an entire network. This would give all bidders large and small an opportunity to bid.

Local banks like ours bring something to those markets that the statewide banks and out-of-state banks just do not have: Intimate knowledge of local market needs and a personal interest in the economic health of that particular market. We do not simply hope that our community will be healthy; it is essential to us. ■



Don Regan  
Chairman  
Premier Banks, Maplewood, Minn.



A heartfelt congratulations from the Minnesota Bankers Association to **Don Regan** on being recognized as **2015 BANKER OF THE YEAR** by *NorthWestern Financial Review*.

Don, you are truly a bank champion!  
Thank you for your dedication to the industry and support to our organization.

- your friends and fans at the MBA

**Congratulations to Don Regan,  
chairman of Premier Banks,  
for being selected as the  
2015 Banker of the Year!**



This prestigious honor is a testament to your success and excellence in banking. It is also a tribute to the vital role you play in Minnesota's economy and your commitment to customers, employees, and the community.

Your friends at Wipfli LLP salute you for having the vision and tenacity to make a difference.

**WIPFLI**<sup>LLP</sup>  
CPAs and Consultants

**800.486.3454**

**wipfli.com/fi**



*Banker of the Year, Continued*

remember it wasn't coming together the way we wanted. Don delayed the meeting and we all prayed," Novitzki explained. "After that, the pieces came together and we got it done."

**Three legs to stand on**

Call it providence; call it strength created by geographic diversification — a broad branch footprint proved pivotal to the bank's later survival.

While construction, land development, and real estate loans were at the center of all three charters' asset quality issues,

Premier Bank Rochester's and Premier Bank Minnesota's problems with loans weren't as severe or as long-lived as the Maplewood charter, according to the FDIC. Premier Bank Rochester's delinquent loan ratio, at its worst in 2010, peaked at 7.56 percent and dropped to 0 percent by the end of 2013. Premier Bank Minnesota's delinquent loans peaked at 8.62 percent of loans in 2010; they are at 0.31 percent as of Sept. 2014. The Maplewood charter's delinquent loans peaked at 8.68 percent in 2010, and they had dropped to 1.94 percent as of Sept. 30, 2014.

Premier Bank Rochester and Premier Bank Minnesota also have brought new lending opportunities to the bank since 2006. Rochester has been a growing, attractive market for banks,

even through the recession. The strength of the local economy and ag industry allowed Premier Bank Rochester to diversify lending into owner-occupied commercial real estate, hotels and farmland. As of Sept. 2014, Premier Bank Rochester had \$46 million, \$30 million and \$6 million, respectively, in these new asset classes. That compares to zero dollars in the same assets classes in 2007.

The story is similar for Premier Bank Minnesota which had \$43.5 million in owner-occupied commercial real estate, over \$30.5 million in hotel lending, and \$5.5 million in farmland as of September. That's up from zero investment in owner-occupied commercial real estate and hotels in 2007, and up from just \$1.3 million in farmland in 2007.

Lindquist & Vennum  
congratulates  
banking luminary  
and long-time friend  
Don Regan on his  
well-deserved success.

**LINDQUIST**

L I N D Q U I S T + V E N N U M



Don Regan with family members who also work in the bank. From left, in back, are: Elena Espana-Regan, Mike Regan, Erin Regan, Andrew Nath, Jean Regan, Katie Nath, Kelly Regan, Pat Regan and Mike Mattingly. From left, in front, are: Premier Banks President and CEO Mark Novitzki, a non-family member; Sean Regan, Don Regan and Casey Regan.



## The credit goes to his team

Regan said most of the credit for Premier Banks' return to strong performance goes to his staff. Much credit, he said, goes to nonfamily managers like Premier Banks President and CEO Mark Novitzki; Jack Hillstrom, the semi-retired banker who still helps Regan manage his banks and has since 1974; President and CEO of Premier Bank Rochester Corey Heimer; Market President Mike Ruther, White Bear Lake; and Tom Kern, Northeast Area President.

Regan also said he is grateful to his children and other family who help to lead the bank. Much credit, he said, goes to his son-in-law, Andrew Nath, executive vice president and director who plays a major role in the bank's loan growth; President and CEO of Premier Bank Minnesota Casey Regan (grandson); Sean Regan (son), Rosville Market president and the bank's

vice-chairman; Marketing Director Kelly Regan (daughter), and Katie Nath (daughter), the bank's legal counsel. Regan's children Mike, Pat, Dan and Colleen Espana-Regan have contributed as well, he said.

"We founded Maplewood State Bank, now Premier Banks, with \$1.5 million dollars in capital and no clients. Our first location was a doublewide trailer," Regan said. "From 2007 through 2011, we almost lost everything. Today we are generating record profits, the most in 40 years of banking. May the Good Lord, all the saints, and our loyal clients preserve us." ■

The Maplewood charter also diversified into owner-occupied commercial real estate, hotels and farmland. In Sept. 2014, the Maplewood charter had \$171 million, \$88 million and \$21 million, respectively, in these asset classes. It had just \$55 million and \$1.2 million, respectively, in owner-occupied commercial real estate and farmland in 2007. Growth in hotel lending began again in 2012, after a sharp decline to \$59 million in the years leading up to 2011.

### Focused on people

Premier's markets played a big part in its recovery but they are not the only reason the bank made it through, Horlitz said. "They survived the recession because they have good people," he said.

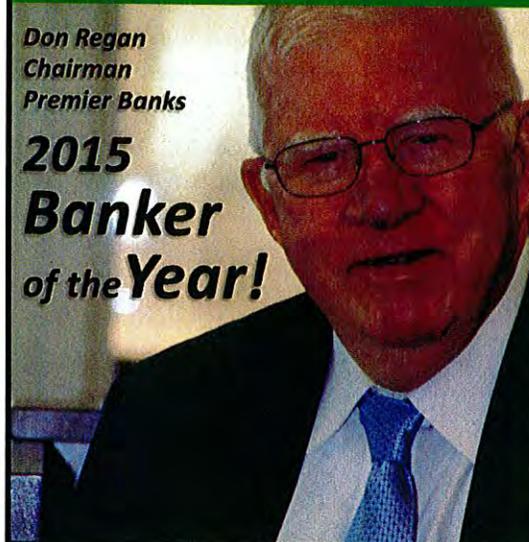
Often when a bank struggles, operational employees can leave the organization, taking with them efficiency and operational knowledge. Regan's emphasis on taking care of the bank's employees, particularly those with lower

*Banker of the Year, Continued on next page*

## TJ Associates congratulates Don Regan for being named 2015 Banker of the Year.

Don Regan  
Chairman  
Premier Banks

2015  
**Banker  
of the Year!**



**Congratulations  
Don Regan  
for this  
well-deserved  
honor!**



**TJ Associates**  
Advanced Graphic Solutions



Above: Don Regan (far right), owner and chairman of Premier Banks, at the groundbreaking for the headquarters of Premier Banks in Maplewood, Minn., in 1978. From left, are: Robert Regan; Jack Hillstrom, then the bank's president; Jane Hillstrom; two representatives of the city; Mary Lou Regan, and Don's wife Jean Regan. Below: The sign for Maplewood State Bank, the bank Regan founded in 1974 which became Premier Banks.

#### *Banker of the Year, Continued*

pay, has played an important role in keeping key people. One example of Regan's dedication to lower paid employees is the bank's unusual bonus structure. "We give a higher percentage of bonuses to those of lesser pay. This year we will pay 6 percent bonuses to higher paid people. Employees earning \$60,000 or less will receive 10 percent bonuses," Regan said. "I think it should be that way.

"I sometimes wonder how those with lower pay make due, the cost of living in this country is so high," he continued. "Maybe those who generate more profits deserve to make the most. My belief is that those who make the least need the largest bonuses."

Regan said he has been "inordinately blessed" by the talented people who continue to work with him. The average efficiency ratio for Regan's three charters was 47 percent in third quarter of 2014. That compares to the 67 percent average efficiency ratio for banks in Minnesota; and the 70 percent ratio for banks under \$1 billion in

assets. (Regan gave credit to his staff and family for rebuilding the bank; see page 17 for more.)

#### **Winning loyalty**

Premier also came through the Great Recession because it worked with its borrowers, Horlitz said. "Even the ones on the fence were saved for the most part," he said, noting that Regan's generous donations and community involvement through his career are too long to list. "The integrity of the organization is part of the culture Don inspires. In spite of all the bank went through, Don always thought about the needs of his employees and the needs of his communities."

Customers have taken notice, Horlitz said. They see their relationship with Regan's bank as more than a commodity. Premier Banks competes in very competitive banking markets in the state. Yet, its net interest margin is at 3.91 percent next to an average for Minnesota banks of 3.81 percent and an average for banks under \$1 billion of 3.69 percent.

In third quarter, the bank had a return on assets and a return on equity not seen since before the recession. The average ROA for the three banks was 1.92 percent as of Sept. 30. That's more than



## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Shann Finwall, AICP, Environmental Planner

**DATE:** March 3, 2015

**SUBJECT:** Approval of the 2014 Sustainability Annual Report

### **Introduction**

Sustainability is described as meeting the needs of the present without compromising the ability of future generations to meet their own needs. Local governments are in a unique position to implement and influence sustainability by the policies they set, by the approaches they use in City operations, and by the promotion of sustainability through City-wide education. For this reason, local governments should lead by example.

Maplewood has made strides toward leadership in sustainability through various programs and educational opportunities that reduce emissions and pollution. Examples of this leadership include the promotion of waste reduction and recycling in our solid waste management programs, stormwater best management practices in developments and street projects, sustainable City operations, and offering environmental programming through the Maplewood Nature Center.

Another important aspect of sustainability is setting and reporting on sustainability goals. The City has a number of methods for setting goals including Comprehensive Planning, Capital Improvement Plans, budgets, City Council Retreats, and Commission goal setting. In addition, the City is required to publicly report on progress made on our sustainability goals through our participation with GreenStep Cities.

### **Discussion**

#### **Environmental and Natural Resources Commission**

The [Environmental and Natural Resources Commission](#) is charged with developing and promoting sustainable practices for City policies and procedures. Following is a list of environmental initiatives and events the Commission undertook in 2014:

#### *Environmental Initiatives*

1. Review of Maplewood Recycling Program
2. Recycling Workshop
3. Review of Maplewood Trash Plan
4. Tree City USA
5. Wakefield Lake Water Quality Study Public Meeting
6. Conducting Open Public Meetings
7. Overview of Gladstone Phase II Improvements

8. Enhancing Ambient Groundwater Quality Monitoring in Minnesota
9. NPDES Phase II and MS4 Permit, 2013 Annual Report
10. Mississippi River Corridor Critical Area Draft Rules
11. Wicklander Pond Dredging
12. 2015-2019 Capital Improvement Plan
13. Maplewood GreenCorps Host Site
14. Wetland Buffer Variance to Construct a Garage at 1703 Jessie Street
15. Partners in Energy – Partnership with Xcel Energy for a Community Driven Energy Action Plan
16. Tree Ordinance – After an extensive review of the City’s tree ordinance in 2013 and 2014 the ENR Commission recommended approval of an amended tree ordinance and tree standards on November 17, 2014. Staff will present the ordinance amendments to the City Council in early 2015.
17. Environmental Ordinance Chapter Reconfiguration
18. Property Assessed Clean Energy (PACE)

#### *Environmental Events*

1. Maplewood Spring Clean Up
2. Waterfest
3. Tennis Sanitation Recycling Facility Tour
4. National Night Out

#### **Minnesota Green Step Cities**

[Minnesota GreenStep Cities](#) is a challenge, assistance, and recognition program to help cities achieve their sustainability and quality-of-life goals. This free continuous improvement program is based upon 28 best practices that are tailored to Minnesota cities, focus on cost savings and energy use reduction, and encourage civic innovation. The Maplewood has been participating in the program since December 2010. As one of 80 participating cities, Maplewood is helping to lead the way in sustainably across the State of Minnesota.

In 2014 Maplewood was recognized for the second year as a Step 3 City, the highest achievement award at this time. Best practices are rated with a one to three star level. Some of Maplewood’s three star rated best practices include:

- Sustainable Building Renovation Policy (Green Building Code)
- Ecological provisions in our Comprehensive Code (Greenways, etc.)
- Complete Streets Policy (Living Streets)
- Green Infrastructure (Stormwater Management)
- Solid Waste Management (Organized Trash and Recycling Programs)

#### **Green Team**

The [Green Team](#) is made up of a group of staff who work together on environmental and sustainability issues at a City operation level. The Green Team acts as the steering committee for the GreenStep Cities program.

In 2014 the Green Team focused on energy with the implementation of technology efforts and City employee engagement to reduce plug loads (energy used by products that are powered by means of an ordinary AC plug) and building energy use. This is a GreenStep City best practice.

To accomplish this goal the Green Team equipped several work stations with remote on/off button power strips that allow all devices to be removed from the City's plug load at the end of the day. Employee engagement was met through energy presentations during the employee picnic and department meetings and education through published energy-related articles in the monthly employee newsletter.

The Green Team also hosted several events including:

- City Hall Campus Clean Up Day (Earth Day) – The Green Team invited City employees to assist in the annual spring clean up of City Hall Campus, picking up trash that accumulates over the winter.
- City Hall Campus Buckthorn Removal – The Green Team assisted with hauling and stacking of buckthorn that had been removed from the City Hall Campus.
- Reuse Center (America Recycles Day) – This yearly event recognizes America Recycles Day (November 15). Employees bring unwanted office supplies to the Reuse Center (City Hall lunchroom) for display and reuse by other employees. All remaining office supplies after the event are donated to a nonprofit organization.
- Junior Green Team – Each year the Green Team joins forces with the Maplewood Community Center Day Camp counselors to deputize the Day Campers as the Junior Green Team. Green Team members assist in several environmental education programs with the Day Camp that are designed to educate the next generation of environmentally responsible citizens.

### **Natural Resources**

Maplewood made progress on several [natural resources](#) projects in 2014. At Fish Creek, partners and contractors completed buckthorn removal, began prairie restoration, graded a small rain basin, and planted oak trees. The prairie at Gladstone Savanna was seeded and plugs were planted in focal areas. A turf overflow parking area was installed at Prairie Farm Preserve, through the financial support of Maplewood Area Historical Society and a grant from Ramsey-Washington Metro Watershed District. An eagle scout planted native plants adjacent to the new lot. The Marshlands Trail was installed, creating an important Natural Area Greenway connection.

Contractors, staff, and volunteers removed buckthorn at three sites: City Hall, Joy Park, and Vista Hills. City crews hauled 120 cubic yards of buckthorn as part of the City's curbside buckthorn pickup.

Deer hunts were carried out on four City-owned sites in conjunction with the County and Metro Bow Hunters Resource Base. In addition, in December the City contracted with United States Department of Agriculture-Wildlife Services to remove deer (sharpshooting) in winter 2014/2015.

The City continues to meet requirements to maintain its status as a Tree City USA. Our citizen monitoring programs continued including the Invasive Plant Patrol, Frog Monitoring, and Neighborhood Preserve Monitoring.

## Energy

In 2014 the City of Maplewood has been chosen to participate in several [energy](#) projects as follows:

- City Leadership Group on Commercial Energy Competitiveness: City staff participated in the commercial energy group facilitated by the Great Plains Institute. Participants in the group explored opportunities for local governments to remove barriers to energy saving in commercial and industrial buildings in their communities. At the conclusion of the project, staff applied for and the City was selected to receive a \$5,000 grant to implement the Commercial/Industrial Energy Efficiency Project (Green Building Code Incentive Program).
- Environmental Assistance Grant: The Environmental Assistance Grant Program is administered by the Minnesota Pollution Control Agency (MPCA). Through the grant the MPCA seeks to encourage environmentally-sustainable practices and approaches to pollution prevention and resource conservation. Maplewood was awarded \$20,000 under the City Sustainability Policy Development focus area in order to implement the Green Building Program.
- Minnesota GreenCorps: Minnesota GreenCorps is coordinated by the MPCA. The goal of Minnesota GreenCorps is to preserve and protect Minnesota's environment while training a new generation of environmental professionals. The program places AmeriCorps members with host organizations around the State to assist communities and local governments in addressing a variety of statewide environmental needs and to train new environmental professionals. Maplewood was chosen to be one of 40 Minnesota GreenCorps host sites for the 2014/2015 service year. Maplewood's Minnesota GreenCorps member, Joe Ballandby, will focus his service on energy conservation outreach and education.
- Partners in Energy: Maplewood was chosen to participate in the Partners in Energy program. This is a two-year community support program sponsored by Xcel Energy. Maplewood will be offered the tools and resources necessary to develop and implement an energy action plan that outlines short and long-term energy goals.

## Green Building Code

Maplewood adopted the Green Building Code in 2013. The Maplewood Fire Department South Station was the first building constructed under the new code. Terra General Contractors, LLC, submitted the project to the Minnesota Construction Association's (MCA) Awards of Excellence committee on behalf of the City and design team. The project won an award in the [Green/Sustainable category](#).

## Education

### *Nature Center*

The [Nature Center](#)'s mission is to enhance awareness and understanding of land, water, and wildlife resources; to empower the community to become stewards of the environment. The naturalists at the Maplewood Nature Center offer environmental education programming throughout the year. Programs are designed for adults and families, as well as school groups, preschools, scouts, and birthday parties.

Service learning, such as planting many of the City's large rain gardens, is an important component of the Nature Center's programs. In 2014 naturalists collaborated with the Ramsey-Washington Metro Watershed District on planting three large church rain gardens and conducted a Nature Field Day for Maplewood Middle School seventh graders.

The Nature Center is also a resource. Visitors can access the nature library to identify a bird, or browse through the interactive exhibits and informational handouts to learn more about local ecology, buckthorn removal, and native landscaping.

The Nature Center participates in sustainability projects for the City including submitting articles for the Seasons environmental newsletter, working with the Rain Garden Program, conducting tree disease education, participating in the Green Team, and administering and coordinating the buckthorn program, tree rebate program, and community gardens.

#### *Environmental Insert - Seasons*

The City publishes a quarterly environmental newsletter called [Seasons](#). Each quarter the Seasons focuses on important environmental topics designed to educate, inspire, and promote sustainability City-wide. The 2014 Seasons focused on the following: Spring – Changing Climate, Changing Perspective (Climate Change); Summer – Marvelous Mini-Beasts (Pollinators); Fall – Solid Waste By the Numbers (Trash and Recycling); Winter – Think Outside the Car (Transportation).

#### *Environmental Webpages*

In 2014 staff restructured and added new content to the [Environment and Natural Resources](#) webpages.

### **Other Noteworthy Environmental Endeavors**

#### *Recycling Association of Minnesota*

Each year the City of Maplewood partners with the Recycling Association of Minnesota to offer the following programs to the City's residents:

- Compost Bin and Rainbarrel Sale – Reduced price, pre-purchase sale for rain barrels and compost bins.
- Recycle Your Holidays – Recycling of unused or unwanted holiday Christmas lights. One hundred percent of the light and chord is recycled.

#### *Living Streets*

The [Arkwright-Sunrise Area Improvements](#) completed in 2014 was the second City street project designed under the [Living Streets Policy](#). The Living Streets Policy is a guide for upgrading streets to better accommodate biking, walking, and transit users while incorporating green infrastructure such as trees and rain gardens on street edges.

#### *Sustainable Operations*

The City continues to review its City operations to look for ways to eliminate waste, lower long-term maintenance and operating costs, and reduce impacts to the environment. These

sustainable City operations also translate into good economic sense. The City's fleet is an example of where improvements were made in sustainable operations this year including an updated fuel management system, downsizing the fleet, purchase of equipment that is EPA Tier 4 emissions compliant, and global positioning systems installed in the police department fleet.

### *Recycling and Trash Work Plan*

The City's contracted [recycling](#) and [trash](#) hauling companies follow a work plan yearly that will assist the City in the reduction of waste and increase in recycling. Following are projects completed this year under these plans:

- Spring Clean Up
- Fall Clean Up Campaign
- Get Caught Recycling Contest
- Maplewood Solid Waste Management Survey
- Recycling Facility Tour
- Recycling Workshop
- City Hall Campus Organics Collection Study
- Small Business and Church Recycling Program

### *Chicken Permits*

As part of the City's goal to promote urban agriculture, the City's [chicken ordinance](#) allows the keeping of up to ten chickens on residentially guided property. The City currently has 14 chicken permits.

### *Stormwater*

The City is required to prepare an annual [storm water pollution prevent plan](#) that details the progress made in the previous year toward satisfying the City's stormwater permit requirements. This plan was presented to the Environmental and Natural Resources Commission in May 2014.

### **Summary**

Maplewood is in a unique position to implement and influence sustainability by the policies we set, by the approaches we use in City operations, and by the promotion of sustainability through City-wide education. The City should continue to strive to be a leader in the area of sustainability.

### **Budget Impact**

Reducing energy use and pollution through sustainable practices helps the City save money in addition to meeting our environmental goals.

### **Recommendation**

Approve the 2014 Annual Sustainability Report. This report is required as part of the City's participation in GreenStep Cities.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Shann Finwall, AICP, Environmental Planner

**DATE:** March 3, 2015

**SUBJECT:** Approval of the 2014 Environmental and Natural Resources Commission Annual Report

**Introduction**

Annually the Environmental and Natural Resources (ENR) Commission submits a report to the City Council. The report outlines actions and activities taken by the Commission during the preceding year, recommendations needed to existing ordinances or policies based on past reviews, and goals envisioned for the upcoming year. The report serves as a means of updating the City Council on the Commission's accomplishments and obtaining feedback on proposed goals.

**Commission Review**

The ENR Commission approved the attached 2014 Environmental and Natural Resources Commission Annual Report on February 25, 2015 (Attachment 1).

**Budget Impact**

None

**Recommendation**

Approve the 2014 Environmental and Natural Resources Commission Annual Report (Attachment 1).

**Attachment**

1. 2014 Environmental and Natural Resources Commission Annual Report

**City of Maplewood  
2014 Environmental and Natural Resources Commission Annual Report**

Preface

The Environmental and Natural Resources (ENR) Commission is charged with protecting, preserving, and enhancing the environment of the City of Maplewood.

Commissioners

The ENR Commission consists of seven Commissioners appointed by the City Council. Commission terms are for three years, with extensions for additional terms approved by the City Council. Following are the Commissioners that served on the ENR Commission in 2014:

<u>Commissioner</u>	<u>Membership Began</u>	<u>Term Expires</u>
Judith Johannessen	07/14/08	09/30/14
Cynthia Schafer	11/15/12	09/30/14
Dale Trippler	02/25/08	09/30/15
Randee Edmundson	02/08/10	09/30/15
Ginny Yingling	11/30/06	09/30/16
Ann Palzer	07/25/11	09/30/16
Deborah Fideldy	11/14/13	09/30/16
Mollie Miller	09/22/14	09/30/17
Tim Sinn	09/22/14	09/30/17

Commissioners Mollie Miller and Tom Sinn were appointed on September 22, 2014. They replaced Commissioners Judith Johannessen and Cynthia Schafer whose terms expired September 30, 2014. Commissioner Johannessen served on the ENR Commission for six years and three months. Commissioner Schafer served on the ENR Commission for one year and nine months.

Chair and Vice Chair

Each year the ENR Commission appoints a Chair and Vice Chair to run the Commission meetings. On February 25, 2015, the Commission appointed Commissioner Trippler to be the Chair and Commissioner Miller to be the Vice Chair. Previously (2014) the Chair was Commissioner Palzer and the Vice Chair was Commissioner Trippler.

Meetings

The ENR Commission meetings are held the third Monday of every month at 7:00 p.m. In 2014, the ENR Commission held 11 of their 12 regularly scheduled monthly meetings; two were rescheduled due to national holidays that fall on a Monday in January and February and one was cancelled due to summer holiday schedules.

2014 Attendance

<b>Commissioner</b>	<b>Attendance</b>
Ann Palzer	10 of 11
Dale Tripler	10 of 11
Ginny Yingling	8 of 11
Randee Edmundson	8 of 11
Judith Johannessen	8 of 11 (Resigned in September)
Deborah Fidely	6 of 11
Cynthia Schafer	4 of 11 (Resigned in September)
Mollie Miller	3 of 11 (Appointed in September)
Tom Sinn	3 of 11 (Appointed in September)

Reviews and Accomplishments

The ENR Commission is an important element to the City's environmental planning efforts. One of the ENR Commission's missions is developing and promoting sustainable practices for City policies and procedures. In 2014 the ENR Commission worked on the following environmental issues:

1. Parks Citizen Advisory Team
2. Review of Maplewood Recycling Program
3. Recycling Workshop
4. Review of Maplewood Trash Plan
5. Tree City USA
6. Wakefield Lake Water Quality Study Public Meeting
7. Conducting Open Public Meetings
8. Overview of Gladstone Phase II Improvements
9. Enhancing Ambient Groundwater Quality Monitoring in Minnesota
10. NPDES Phase II and MS4 Permit, 2013 Annual Report
11. Mississippi River Corridor Critical Area Draft Rules
12. Wicklander Pond Dredging
13. 2015-2019 Capital Improvement Plan
14. Maplewood GreenCorps Host Site
15. Wetland Buffer Variance to Construct a Garage at 1703 Jessie Street
16. Partners in Energy – Partnership with Xcel Energy for a Community Driven Energy Action Plan
17. Tree Ordinance
18. Environmental Ordinance Chapter Reconfiguration
19. Property Assessed Clean Energy (PACE)
20. Annual Sustainability Report

2014 Goal Status

1. Tree Policies – After extensive review of the City's tree ordinance in 2013 and 2014 the ENR Commission recommended approval of an amended tree ordinance and tree standards on November 17, 2014. Staff will present the ordinance amendments to the

City Council in early 2015. Once adopted by the City Council, there is opportunity for education and outreach associated with trees, Living Streets, and the urban forest.

2. Environmental Education (Recycling) – The ENR Commission organized a tour of Tennis Sanitation’s recycling facility. Representatives from the City Council, ENR Commission, and City staff attended the tour, which was also videotaped for the City’s cable television show (Spotlight on Maplewood). Additionally, the ENR Commission held a recycling workshop with Tennis Sanitation to discuss recycling education, recycling markets, and ways for the City to improve its recycling program. City staff coordinated recycling education and outreach to include articles, website announcements, and events.
3. Urban Agriculture – City staff began research and review of this issue, organizing an urban agriculture tour in Duluth for the 2014 American Planning Conference. Staff continues to get requests and questions regarding the implementation of urban agriculture including community gardens, bees, backyard composting, raising of chickens, etc. The City’s ordinance should be reviewed and revised to remove barriers and promote urban agriculture, while ensuring no negative impacts to surrounding properties.

### 2015 Goals

During the February 2015 Commission meeting, the ENR Commissioners chose the following goals for 2015:

1. Urban Agriculture – Continue to review the City’s ordinances and recommend amendments or a new ordinance that will remove barriers and promote urban agriculture, while ensuring no negative impacts to surrounding properties.
2. Environmental Education – Appoint three members of the Commission to an education subcommittee. The subcommittee will organize an outreach plan to identify key environmental messages to be shared during events and public service announcements throughout the year. Examples of environmental education include increased recycling and reduction of plastic bag use.
3. Stormwater Management – Assist businesses and organizations with stormwater management.

### Conclusion

The ENR Commission will continue to carry out their mission as follows:

1. Establish environmental priorities for the City.
2. Make recommendations on policies, procedures and ordinances that control, protect, preserve, and enhance the City’s environmental assets.
3. Participate in the mission and goal of the Maplewood Nature Center and Neighborhood Preserves.
4. Promote greater use and appreciation of the City’s environmental assets.
5. Sponsor environmental projects to enhance, repair, replace, or restore neglected or deteriorating environmental assets of the City.
6. Develop educational programs that foster the mission of the Commission.
7. Develop and promote sustainable practices for City policies and procedures.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Matt Ledvina, Community Design Review Board Chair

**DATE:** February 24, 2015

**SUBJECT:** Approval of the 2014 Community Design Review Board Annual Report

### Introduction

Annually the community design review board (CDRB) reports the board's actions and activities for the city council for the previous year. In 2014, the CDRB reviewed the following 14 items during its 6 meetings:

<u>Type of Proposal</u>	<u># Reviewed</u>
<i>New Development Proposals</i>	3
1. Design Review and Parking Waiver, Mudslingers Coffee Kiosk, 2600 White Bear Avenue (May 27, 2014)	
2. Design Review and Setback Variances, Holiday Station Store, 1285 Cope Avenue East (May 27, 2014)	
3. Design review, Retail Building, 3094 White Bear Avenue (August 26, 2014)	
<i>Expansions/Remodels/Revisions</i>	7
1. Design Review, Parking Lot Setback Variance and Parking Waiver, Hobby Lobby, 3000 White Bear Avenue (January 28, 2014 and April 22, 2014)	
2. Design Review, Verizon Wireless Ground Equipment, Hillwood Drive and Sterling Street (April 22, 2014)	
3. Design Review, Beaver Lake Elementary School, 1060 Sterling Street (April 22, 2014)	
4. Design Review, Remodel of Former Hostess Store, 2146 White Bear Avenue (May 27, 2014)	
5. Design Review, Maple Hill Senior Living, 3030 Southlawn Drive (June 24, 2014)	
6. Design review, The Bureau, 2354 English Street (October 28, 2014)	
7. Comprehensive Sign Plan, Shared Sign, 1990 County Road D East (October 28, 2014)	

*Special Projects and Presentations*

4

1. 2013 Annual Report (January 28, 2014)
2. Election of Officers (April 22, 2014)
3. Overview of Gladstone Phase 2 Improvements (April 22, 2014)
4. Draft Capital Improvement Plan (August 26, 2014)

**Total****14**Comparative Information

<u>Year</u>	<u>Number of Items Reviewed</u>
2005	27
2006	33
2007	27
2008	15
2009	18
2010	20
2011	25
2012	28
2013	21
2014	14

Membership

The CDRB consists of five members appointed by the city council. Membership terms are for two years, with extensions for additional terms approved by the city council. The current membership is as follows:

<i>Board Member</i>	<i>Membership Began</i>	<i>Term Expires</i>	<i>Attendance</i>
Jason Lamers	5/26/09	4/30/15	5 of 6
Bill Kempe	2/11/13	4/30/15	4 of 6
Ananth Shankar	8/8/94	4/30/16	5 of 6
Leo Burger	2/11/13	4/30/16	3 of 6
Matt Ledvina	3/10/97	4/30/17	5 of 6

Members Lamers and Kempe terms are up for reappointment in 2015. This process will start later this spring.

## **Discussion**

### *2014 Actions/Activities*

In 2014, the CDRB reviewed 14 items, a slight decrease from the previous year. In 2014, the CDRB actually reviewed a similar number of new development and expansion projects than in 2012 and 2013 but saw a decrease in the number of special projects and presentations, which tend to be staff generated. In 2015, the CDRB expects to review a similar number of projects. It also expects that many of the projects will be redevelopment in nature or a current development needing a revision of some kind. Projects like the Hobby Lobby at Plaza 3000 or the new retail building at 3094 White Bear Avenue will be the types of commercial redevelopment projects the city can expect to continue into 2015.

In 2014, the CDRB reviewed mainly commercial projects – most notably the new Holiday store at English Street and Highway 36. This project is notable as it is the first redevelopment project to occur after the significant Highway 36 reconstruction project. The CDRB reviewed many parking waiver requests as businesses and shopping centers revise their parking policies to ensure their vitality into the future. The CDRB has consistently demonstrated keen interest and skill in their reviews of these development projects to ensure they are of the quality of design and materials that complement the surrounding areas and improves a site's aesthetics.

The reason for the rise in redevelopment and remodel is that the city has seen the amount of vacant land available for new developments diminish. In addition, several other projects that occurred in 2014 were smaller in nature allowing city staff to process many of the city's remodels and additions as 15-day reviews, as allowed by code, rather than the more formal review by the CDRB. Approximately 10 projects were processed as 15-day reviews. Because of the developed nature of the city, many of the new commercial and residential developments reviewed by the CDRB are either redevelopment of existing buildings or in-fill development.

### *2015 Activities*

In addition to its design review duties, the CDRB lists these potential activities for 2014:

1. The CDRB has a strong desire to work on broader design-related policy issues for the city; the CDRB does not have to be just a reactive group.
2. Continue having in-service training sessions for the CDRB. Specifically, the CDRB would like to explore developing an approved materials list to help guide development better from an architecture point of view. Perhaps different areas of the city would have different approved list to match existing and desired exteriors.
3. Continue developing policy guidelines for vegetation use along public rights-of-way.
4. Focus on educating the CDRB on sustainable building practices.
5. Explore renewing the annual city bus tour, which has traditionally been led by the planning commission.

Conclusion

In 2015, the CDRB will continue its dedication to the quality design of buildings and developments, ensuring a high quality of life for the citizens of Maplewood.

**Budget Impact**

None.

**Recommendation**

Approve the CDRB's 2014 annual report.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Martin, AICP, Planner  
**DATE:** March 3, 2015  
**SUBJECT:** 2014 Code Enforcement Annual Report

**Introduction**

Attached to this memo is Chris Swanson's 2014 Code Enforcement report.

**Discussion**

Mr. Swanson, the city's environment and code specialist, provided the attached data and information for the city council's review. Mr. Swanson will be at the March 9, 2015 council meeting to discuss the city's efforts with code enforcement and to answer any questions the council may have.

**Budget Impact**

None.

**Recommendation**

No action required.

**Attachments**

1. 2014 Code Enforcement Report

## 2014 CODE ENFORCEMENT YEAR END REPORT

### January 1 to December 31, 2014

<u>Type of Complaint</u>	<u>Number of Complaints Received</u>	<u>Pending</u>
• Exterior Storage	86	2
• Unapproved Parking	49	0
• Lawn Maintenance	41	0
• House / Property Maintenance	37	2
• Junk Vehicles	37	1
• Trash / Garbage	18	0
• Trash Container Storage	10	0
• Commercial Vehicle / Equipment	3	0
• Home Occupation	10	1
• Miscellaneous Concerns	<u>40</u>	<u>0</u>
Total Number of Complaints Received	331	6

#### **Enforcement Matters Resolved**

• Number of Complaints Resolved	325
• Enforcement Action in Progress	7 (6 rollovers and 1 new complaint for 2015)
Total Number of Code Violations Received	470

#### **Correction letters/Citations/Abatements**

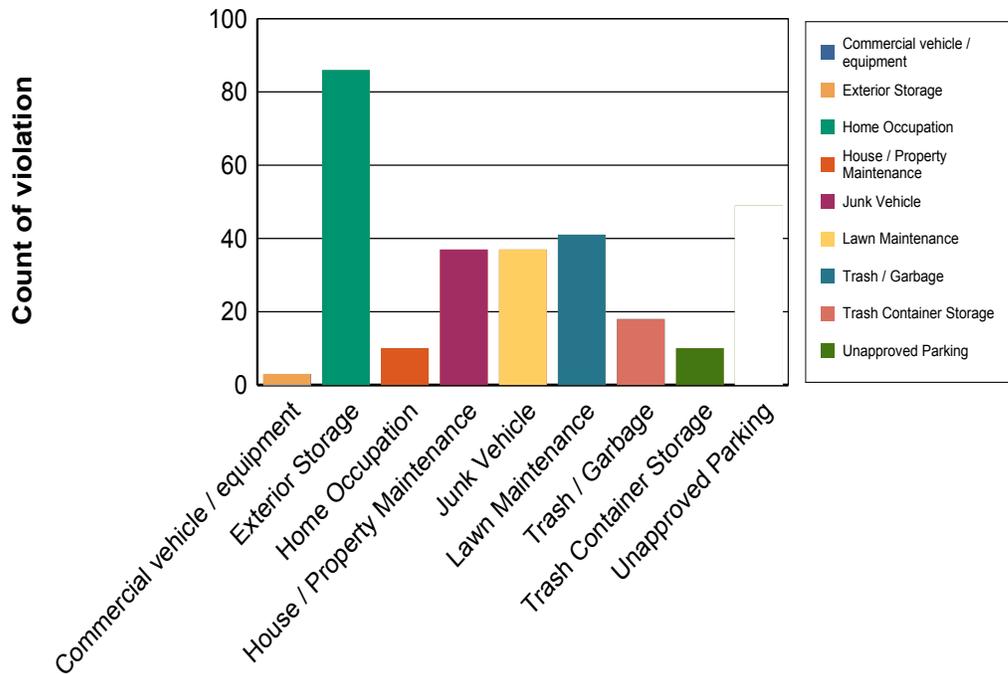
Number of Correction Letters mailed	196
Number of Citations Issued	6
Number of Abatements	10

#### **Comments**

A combination of a very late Minnesota spring and the substantially decreased number of formerly foreclosed properties has significantly impacted the number of violations. Because of these factors code enforcement complaints and abatements have declined over the past few years. New code enforcement measures may have also decreased the number of complaints.

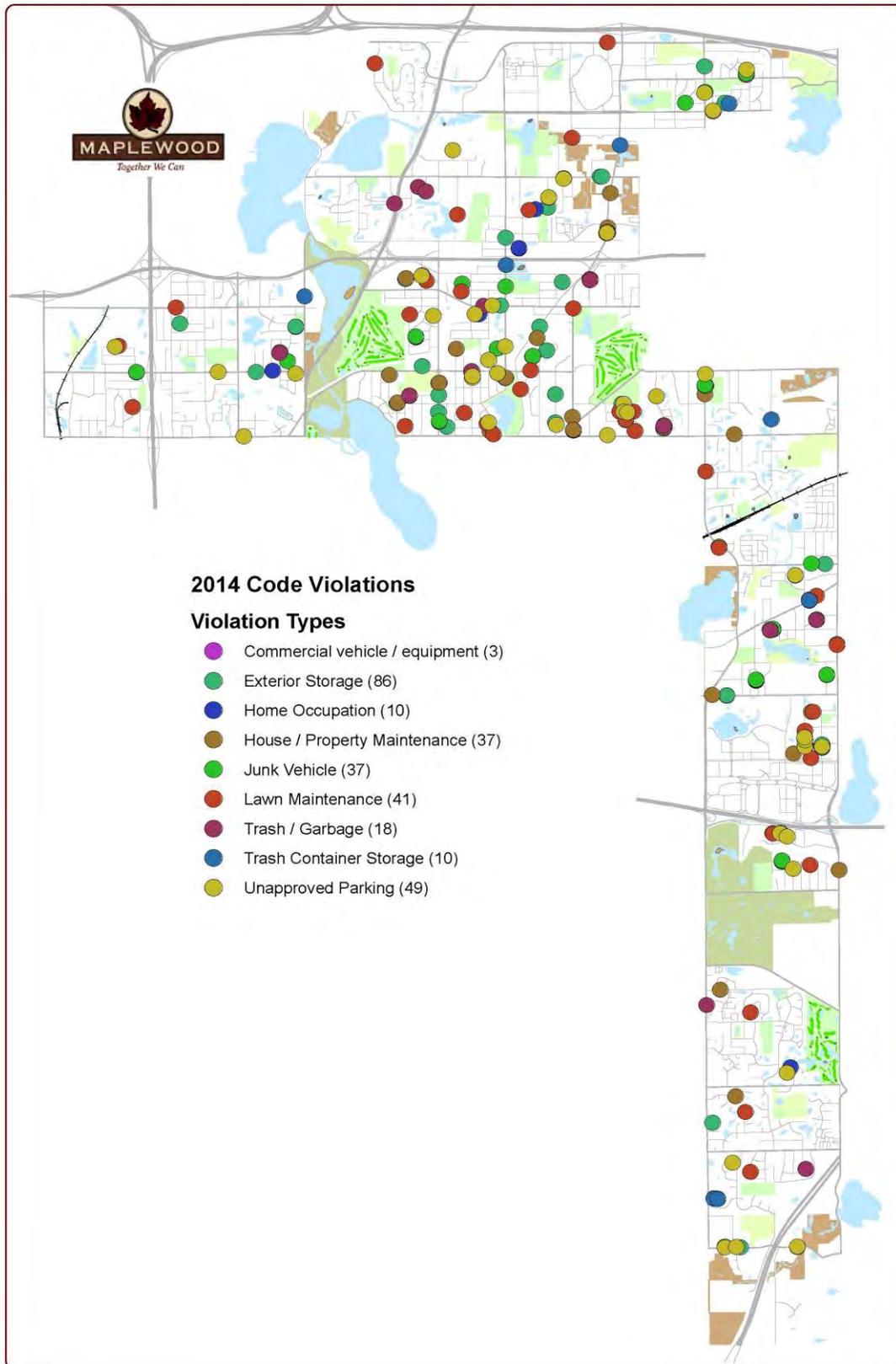
In the last year Code Enforcement has also expanded from its previously reactionary role to a more community focused model. The new approach focuses on educating violators and works to include stakeholders like landlords, residents, renters, and commercial property owners in the conversation. This approach helps the community better understand what is expected for property upkeep and why standards exist.

## Code Enforcement



**Type of Violation**  
**Code Enforcement Violations by Year**

<u>Issue</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>Total</u>
Commercial vehicle / equipment	25	15	18	14	1	3	76
Exterior Storage	79	102	103	97	95	86	483
Home Occupation	3	15	23	17	10	10	78
House / Property Maintenance	34	54	38	55	39	37	257
Junk Vehicle	62	111	80	67	35	37	392
Lawn Maintenance	141	235	196	134	128	41	875
Trash / Garbage	57	35	50	35	27	18	222
Trash Container Storage	12	15	23	21	16	10	97
Unapproved Parking	85	124	123	123	60	50	565
Misc. Complaints	No Info	82	82	82	91	40	377
<b>Total</b>	<b>498</b>	<b>788</b>	<b>736</b>	<b>645</b>	<b>502</b>	<b>332</b>	<b>3501</b>



**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Thompson, City Engineer/Director of Public Works  
**DATE:** February 25, 2015  
**SUBJECT:** Gateway Corridor Project Update, City Project 14-05

**Introduction**

City staff will provide an update on the Gateway Corridor Project. No action is needed.

**Discussion**

The Gateway Corridor transitway project has an identified alignment and mode, (Bus Rapid Transit) as a result of the recent Locally Preferred Alternative (LPA) selection by the project stakeholders.

The draft environmental impact statement is currently underway along with the high level station area planning. For example, City staff continues to work closely with 3M Company representatives regarding station location and traffic movements.

Attached is information regarding the project needs, timelines, and answers to frequently asked questions. The focus of the presentation will be on the three conceptual drawings of the Bus Rapid Transit (BRT) stop that would be located adjacent to the 3M Campus (refer to the three attachments) and the draft alignment through Maplewood (extending from McKnight Road to Century Avenue, located generally between I-94 and 3M Campus).

**Budget Impact**

No budget impacts to the City.

**Recommendation**

This is an update item only.

**Attachment**

1. Maplewood Station Renderings near 3M Campus
2. Draft Alignment
3. Connecting the East Metro
4. Frequently Asked Questions



**Proposed 3M BRT Station Concept - View 1** February 4, 2015



# Proposed 3M BRT Station Concept - View 2

February 4, 2015



**Proposed 3M BRT Station Concept - View 2** February 4, 2015

# Gateway Corridor Project Draft Alignment



McKnight Road

3M Campus

Draft Alignment

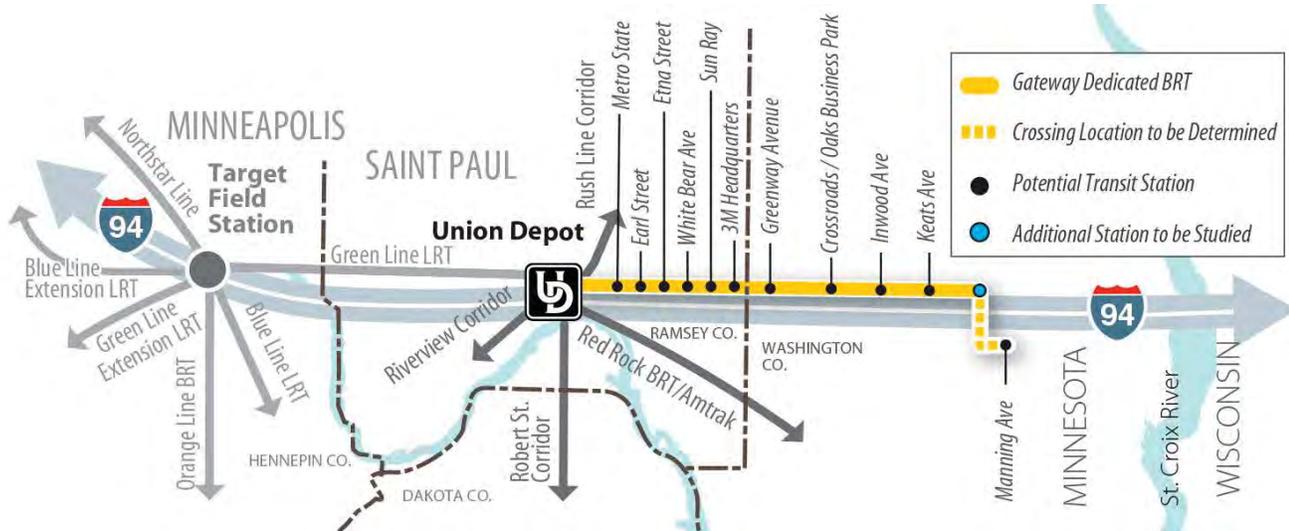
Interstate Highway 94

Century Avenue

# CONNECTING THE EAST METRO



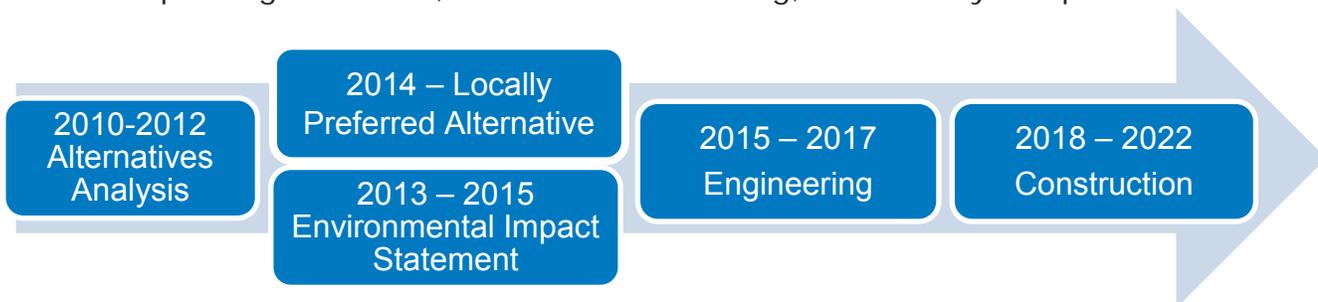
**The Gateway Corridor is a vital link connecting eastern Twin Cities' communities to the heart of Saint Paul-Minneapolis.**



- Gateway is a bus rapid transit (BRT) line that would run 12 miles in its own lane between the Union Depot in downtown Saint Paul and Woodbury
- The line connects to a growing regional transit system
- Stations in a dedicated transitway foster new connections and increased economic development
- New, consistent, all-day service in both directions will compliment existing express commuter service

## PROJECT TIMELINE

The proposal is following the Federal Transit Administration process. In 2013, the Alternative Analysis study selected the Hudson Road alignment alongside I-94 as the preferred alternative. Community members selected BRT as the locally preferred alternative for transit mode in 2014. The Draft Environmental Impact Statement (EIS) is now underway. It will assess effects of BRT on air and water quality among other potential impacts and determine mitigation measures as needed. Depending on federal, state and local funding, service may be operational in 2022.



## GATEWAY CORRIDOR COMMISSION

Work on the rapid transit proposal is led by the Gateway Corridor Commission, which was formed in 2009 to study and plan alternative transportation options along Interstate 94.

### Commission members represent:

- Ramsey County Regional Railroad Authority (RRA)
- Washington County RRA
- City of Afton
- City of Lake Elmo
- City of Lakeland
- City of Maplewood
- City of Oakdale
- City of St. Paul
- West Lakeland Township
- City of Woodbury

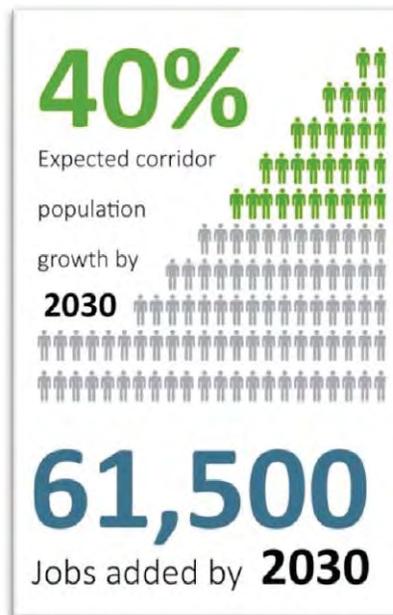
Ex-officio members include:

- 3M
- Baytown Township
- Lakeland Shores
- Landfall Village
- Oakdale Business and Professional Association
- St. Paul Area Chamber of Commerce
- Wisconsin Gateway Corridor Coalition
- Woodbury Chamber of Commerce.

Policy makers are advised by a committee structure that includes technical experts, residents and business representation.

## COMMUNITY LEADERS SUPPORT GATEWAY

- Reliable, efficient, cost-effective transit services attract employees and improve productivity
- Transit investments, balanced across the Twin Cities, help the region compete with other metro areas
- Transit helps manage congestion growth, making it easier to move products, employees and customers
- It provides convenient, stress-free travel in the east metro and to the downtowns, the airport, Mall of America, and numerous destinations in between on a growing transit system



**Population and traffic levels are growing on I-94 and MnDOT has no plans for major expansion.**

**Gateway Corridor rapid transit offers a proactive, cost-effective solution.**

### GET CONNECTED

Your continued support is crucial to taking rapid transit in the Gateway Corridor from a dream to reality.

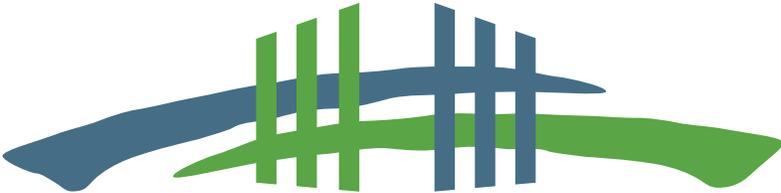
Visit [www.TheGatewayCorridor.com](http://www.TheGatewayCorridor.com) to sign up for occasional e-newsletters. Watch for news of public meetings and other opportunities to get involved in the project.

### FOR MORE INFORMATION

Project Manager – Andy Gitzlaff, Senior Planner  
 Washington County Public Works Department  
 11660 Myeron Road North, Stillwater, MN 55082  
 Phone: (651) 430-4300  
[gatewaycorridor@co.washington.mn.us](mailto:gatewaycorridor@co.washington.mn.us)

[www.TheGatewayCorridor.com](http://www.TheGatewayCorridor.com)



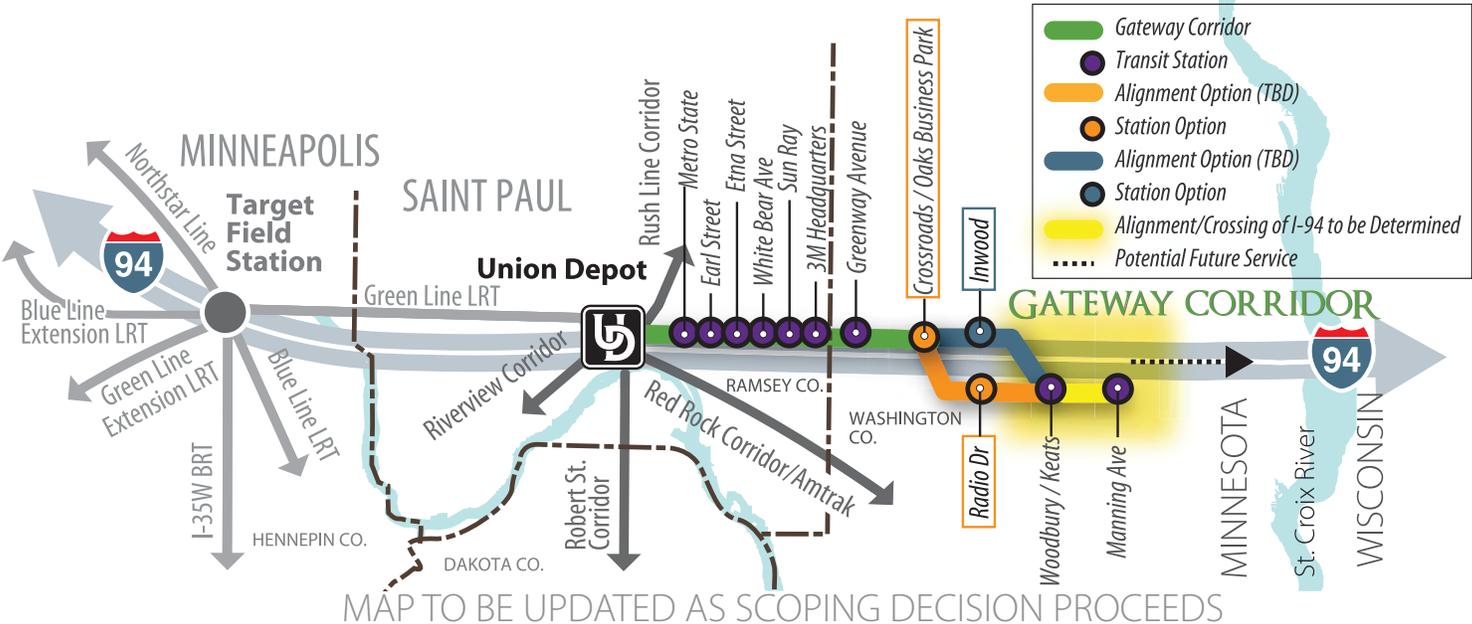


# GATEWAY CORRIDOR

## Frequently Asked Questions

### Where is the Gateway Corridor and what is the Gateway Corridor Project?

The Gateway Corridor is a planned approximately 12-mile transitway located in Ramsey and Washington Counties in Minnesota. The corridor runs generally parallel to I-94, connecting downtown Saint Paul with its East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, Lake Elmo, and Woodbury. The transitway will be either Bus Rapid Transit or Light Rail Transit and will connect the east Twin Cities metro to the greater regional transit network via bus and rail connections at the Union Depot multimodal hub in downtown Saint Paul.



## Why is the Gateway Corridor project needed?

Approximately 32,000 people living in the corridor cities do not own a car. The existing transit system provides few options for people who depend on or choose to travel using transit. There is limited service throughout the day and a need for more frequent service over a longer time period. The Gateway Corridor will improve access to jobs and housing in the corridor and improve residents' mobility around the region as a whole.

The Twin Cities Metropolitan Area is committed to growing in a way that uses our existing infrastructure effectively, creates economic growth, preserves our natural spaces, and perpetuates the high quality of life that residents enjoy. Implementation of the Gateway Corridor will provide an efficient mode of travel, allow people to access jobs, services, and housing that were previously unreachable without a car, and bring an amenity to the east metro that will attract economic growth and residents.

## What studies have been done on the Gateway Corridor?

The Gateway Alternatives Analysis completed in 2013 compared the benefits, costs, and impacts of a range of light rail transit (LRT), commuter rail, bus rapid transit (BRT), and express bus alternatives in the Gateway Corridor. The Alternatives Analysis identified two transitway alternatives to be carried forward for study in the Draft EIS: Alternative 3 – BRT on I-94 and Hudson Road, and Alternative 5 – LRT on I-94 and Hudson Road.

## What is happening on the Gateway project right now?

The Draft EIS was initiated in 2013. Preparation of a Draft EIS begins with Scoping, which is when the project solicits comments from partner agencies, corridor cities and counties, and members of the community regarding alternatives and topics to be studied in the Draft EIS. The Scoping review period ended in mid-April and all of the comments received, as well as technical information about the alternatives, are currently being assembled into a Scoping Decision Document. Similar to other project decisions, the TAC and CAC will provide recommendations to the PAC regarding alternatives to be studied in the Draft EIS. After the Scoping Decision is made this summer, preparation of the Draft EIS will begin.

## Gateway Corridor Project Goals

### Tier 1 Goals: Directly Addressing Primary Project Needs

**Goal 1:** Improve Mobility

**Goal 2:** Provide a Cost-Effective, Economically Viable Transit Option

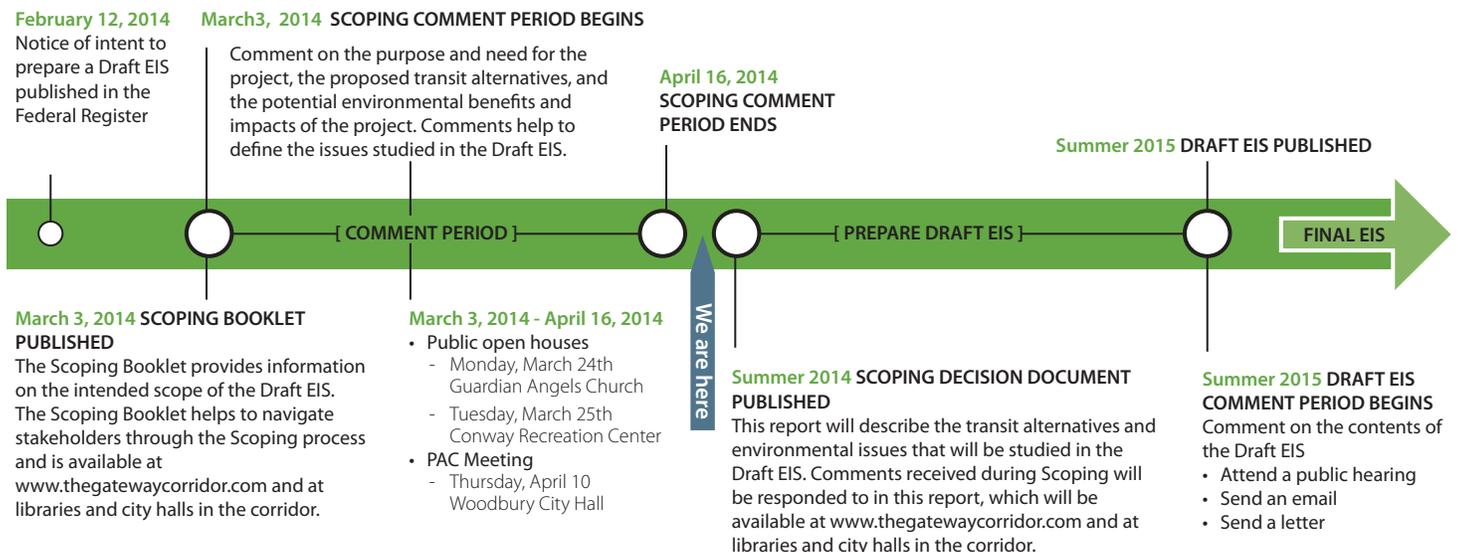
### Tier 2 Goals: Reflecting Broader Community Goals

**Goal 3:** Support Economic Development

**Goal 4:** Protect the Natural Environmental Features of the Corridor

**Goal 5:** Preserve and Protect Individual and Community Quality of Life

## Study Process



# What additional work is needed before the Gateway Corridor can be built?

Large capital-intensive projects with a likelihood of significant environmental impacts, like the Gateway Corridor project, must complete a **Draft EIS**. The Gateway Corridor Draft EIS (currently underway) will disclose the impacts and benefits of various alternatives considered for the transitway. Throughout the planning and design of the project, **environmental justice** (impacts to low-income and minority residents) will be central to the assessment of project impacts and benefits.

In tandem with preparation of the Draft EIS, the project will progress with **conceptual engineering and design**, and gather enough information about the various alternatives to facilitate a **locally preferred alternative decision** where the cities, counties, and Metropolitan Council officially identify the route and mode of transit for Gateway.

When the Draft EIS is complete, preparation of a Final EIS will begin. The **Final EIS** and the subsequent **Record of Decision** will commit the project to a range of actions and physical elements that mitigate its negative impacts.

**Project Development** will proceed along with preparation of the Final EIS, furthering engineering, making design decisions, and defining the physical elements of the project more and more specifically. When Project Development is complete, engineers will further design the transitway to create construction documents that a contractor can use to build it. The **design** and **construction** of the transitway will incorporate all of the mitigation measures specified in the Final EIS and Record of Decision.

## What is the project timeline?

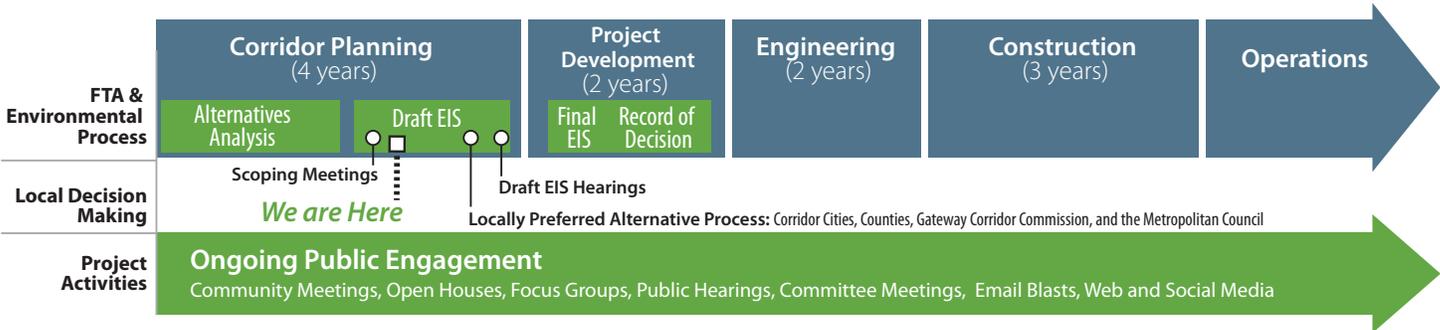
Because local residents, cities, counties, the Metropolitan Council, the State of Minnesota, the Federal Transit Administration, and Gateway Corridor Cooperating Agencies have a say in project design, each of these steps takes time. Though the process is lengthy, its intent is to create a financially feasible project that delivers mobility, accessibility, environmental, economic development, and quality of life benefits while imposing few negative impacts to the people and land around it.

### What issues will be studied in the Draft EIS?

- Neighborhood and community resources
- Environmental justice
- Noise and vibration
- Historic and cultural resources
- Parks and public land
- Water resources, wetlands, and habitat
- Air quality and climate change
- Right-of-way
- Transportation
- Land use
- Economic development
- Visual and aesthetics
- Safety and security
- Hazardous materials and contamination
- Solis
- Utilities
- Energy
- Secondary and cumulative effects

*During the Draft EIS process, refined capital cost estimates will be prepared along with operating and maintenance cost estimates and ridership forecasts.*

## Transitway Development Process



## Who is leading the Gateway Corridor project?

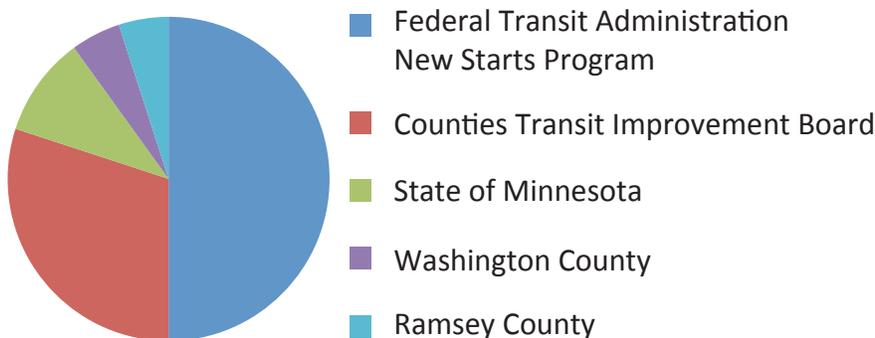
The Washington County Regional Railroad Authority is leading the Draft EIS in partnership with the Ramsey County Regional Railroad Authority and the Metropolitan Council. Project decisions will be made by local policy-makers from the corridor cities and counties, as well as the Metropolitan Council, with input from community members living and working in the corridor.

## Who is paying for the Draft EIS? Who is paying for construction of the transitway?

As the local project sponsors, Ramsey County Regional Railroad Authority and Washington County Regional Railroad Authority are paying for the Draft EIS through a grant from the Counties Transit Improvement Board.

The Gateway Corridor intends to apply for federal funding. If the Corridor is a recipient of federal funds, the Federal Transit Administration would fund 50%, the Counties Transit Improvement Board (CTIB) would fund 30%, the State of Minnesota would fund 10%, and Washington and Ramsey County Regional Railroad Authorities would together fund 10% of the capital cost of the project. After its construction, Metro Transit will operate and maintain the Gateway Corridor. Operating costs not offset by farebox and other revenue would be split: 50% would be funded by CTIB; 50% would be funded by Metro Transit.

### Proposed Gateway Funding Partners



## How has the public been engaged in the decision-making process?

During the project’s Alternatives Analysis in 2012-2013, comments and input from residents and business owners helped project planners and local elected officials identify the most important characteristics of the project. Most recently, nearly 100 people commented on various aspects of the project during the Gateway Draft EIS Scoping review period. These comments will be used to decide what topics and which transit routes and modes will be studied in the Gateway Draft EIS this year.

## How can I provide input or obtain additional project information?

Residents, business owners, and anyone else interested in the project are encouraged to submit comments or questions about the project any time. Staff are also available to attend community, business, civic, or other organizations’ meetings to present information and discuss the project.

Please email [gatewaycorridor@co.washington.mn.us](mailto:gatewaycorridor@co.washington.mn.us) or call the Washington County Public Works Department at 651-430-4300. A Community Advisory Committee comprised of residents and business owners in the corridor, and a Policy Advisory Committee comprised of elected officials and policy-makers in the corridor, meet regularly. Public hearings, open houses, focus groups, and other informational meetings will be held as the project proceeds, as well. All of these meetings are public and interested people are encouraged to attend. Please sign up for the Gateway Corridor email list or visit the project website [www.thegatewaycorridor.com](http://www.thegatewaycorridor.com) for meeting times, dates, and locations.



**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** March 3, 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:

\$ 551,582.19	Checks # 94525 thru # 94582 dated 02/24/15
\$ 552,649.68	Disbursements via debits to checking account dated 01/20/15 thru 01/23/15
\$ 503,228.81	Checks #94584 thru #94624 dated 03/03/15
\$ 354,214.03	Disbursements via debits to checking account dated 02/23/15 thru 02/27/15
\$ 1,961,674.71	Total Accounts Payable

PAYROLL

\$ 527,997.22	Payroll Checks and Direct Deposits dated 02/27/15
\$ 1,015.70	Payroll Deduction check #9994450 thru #9994452 dated 02/27/15
\$ 529,012.92	Total Payroll
\$ 2,490,687.63	<b>GRAND TOTAL</b>

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**

02/19/2015

Check	Date	Vendor	Description	Amount	
94525	02/24/2015	00283	CENTURY COLLEGE	TRAINING	440.00
94526	02/24/2015	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES AT FREEDOM - JAN	56.00
94527	02/24/2015	04206	H A KANTRUD	ATTORNEY SERVICES - MARCH	8,000.00
94528	02/24/2015	03597	MARY JO HOFMEISTER	REIMB FOR MILEAGE 1/15 - 2/12	14.09
94529	02/24/2015	03759	HOTSYMINNESOTA.COM	REPAIRS TO PRESSURE WASHER 1902	457.90
	02/24/2015	03759	HOTSYMINNESOTA.COM	REPAIRS TO PRESSURE WASHER 1902	374.90
	02/24/2015	03759	HOTSYMINNESOTA.COM	REPAIRS TO PRESSURE WASHER 1902	142.71
	02/24/2015	03759	HOTSYMINNESOTA.COM	REPAIRS TO PRESSURE WASHER 1902	83.90
94530	02/24/2015	00687	HUGO'S TREE CARE INC	REMOVAL OF COTTONWOOD 1881 IDE	899.00
94531	02/24/2015	04984	TIM LINDER	REIMB FOR WORKOUT SHOES/SOCKS	232.49
94532	02/24/2015	00985	METROPOLITAN COUNCIL	WASTEWATER - MARCH	245,317.42
94533	02/24/2015	01202	NYSTROM PUBLISHING CO INC	REC BROCHURE FEB-APRIL	13,978.62
	02/24/2015	01202	NYSTROM PUBLISHING CO INC	YOUTH SCHOLARSHIP BROCHURE	383.16
	02/24/2015	01202	NYSTROM PUBLISHING CO INC	DAY CAMP BROCHURE	371.12
94534	02/24/2015	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - JAN	30,453.91
	02/24/2015	01337	RAMSEY COUNTY-PROP REC & REV	CAD SERVICES - JAN	5,824.07
	02/24/2015	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - JAN	458.64
	02/24/2015	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - JAN	418.08
94535	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0371999	812.95
	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0371083	636.38
	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0282620	384.10
	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0294743	351.69
	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0380041	254.86
	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0328559	253.93
	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0395052	167.77
	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0395065	99.20
	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0349366	71.34
	02/24/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0373496	64.15
94536	02/24/2015	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	419.90
94537	02/24/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	6,530.41
	02/24/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	3,562.68
	02/24/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	548.14
	02/24/2015	01190	XCEL ENERGY	FIRE SIRENS	51.99
94538	02/24/2015	00024	ABLE HOSE & RUBBER INC	HOSE FOR PRESSURE WASHER REPAIR	225.55
94539	02/24/2015	04987	ADVANTAGE SIGNS & GRAPHICS INC	TRAFFIC CONES,CHANNEL POST,SIGNS	2,149.45
94540	02/24/2015	02411	ALEX AIR APPARATUS INC	SCBA COMPRESSOR SRVS	1,370.00
94541	02/24/2015	04419	LOUISE A. BEAMAN	VOLLEYBALL REFEREE 12/29/14-2/13/15	225.00
94542	02/24/2015	01869	DALE BOETTCHER	VOLLEYBALL REFEREE 12/29/14-2/13/15	150.00
94543	02/24/2015	01865	DON BOWMAN	ASSIGNMENTS 1ST HALF WINTER VB	330.00
94544	02/24/2015	04886	KAREN MARIE BOWMAN	ASSIGNMENTS 1ST HALF WINTER VB	550.00
94545	02/24/2015	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	90.80
94546	02/24/2015	01871	KENNETH COOPER	VOLLEYBALL REFEREE 12/29/14-2/13/15	525.00
94547	02/24/2015	00382	DAVIS LOCK & SAFE	RE-KEYING SRVS	190.00
	02/24/2015	00382	DAVIS LOCK & SAFE	RE-KEYING SRVS	60.00
94548	02/24/2015	05207	EQUIFAX INFORMATION SERVICES	CREDIT CHECK SRVS MONTHLY FEE	91.53
	02/24/2015	05207	EQUIFAX INFORMATION SERVICES	CREDIT CHECK SRVS MONTHLY FEE	60.00
	02/24/2015	05207	EQUIFAX INFORMATION SERVICES	CREDIT CHECK SRVS MONTHLY FEE	60.00
	02/24/2015	05207	EQUIFAX INFORMATION SERVICES	CREDIT CHECK SRVS MONTHLY FEE	60.00
94549	02/24/2015	02263	HILLCREST ANIMAL HOSPITAL PA	BOARDING & DESTRUCTION FEES-JAN	665.98
94550	02/24/2015	03538	PATRICK JAMES HUBBARD	VOLLEYBALL REFEREE 12/29/14-2/13/15	500.00
94551	02/24/2015	05497	TERESA WALL JOHNSON	VOLLEYBALL REFEREE 12/29/14-2/13/15	50.00
94552	02/24/2015	00827	L M C I T	CLAIM DEDUCTIBLE C0024251 (13/14)	1,755.13
	02/24/2015	00827	L M C I T	CLAIM DEDUCTIBLE C0020780 (12/13)	1,755.13
94553	02/24/2015	00846	LANGUAGE LINE SERVICES	PD PHONE-BASED INTERPRETIVE SRVS	162.04
94554	02/24/2015	00942	MARSDEN BLDG MAINTENANCE CO	JANITORIAL SERVICES - FEBRUARY	2,776.00

G1, Attachments

94555	02/24/2015	00986	METROPOLITAN COUNCIL	MONTHLY SAC - JANUARY	2,460.15
94556	02/24/2015	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - JANUARY	1,000.00
94557	02/24/2015	04807	NUSS TRUCK & EQUIPMENT	2015 MACK GU813 CHASSIS~	95,989.73
94558	02/24/2015	05345	PARKER OLDING	REIMB FOR MEALS/CAR/MISC	427.05
94559	02/24/2015	05496	KAREN OLSON	LEADERSHIP TRAINING CONSULTANT	412.50
94560	02/24/2015	00001	ONE TIME VENDOR	KLINE VOLVO - REJECT CVR	4,444.00
94561	02/24/2015	05391	PUBLIC SECTOR PROFESSIONALS	CONSULTANT FEE-LABOR NEGOTIATIONS	5,388.00
94562	02/24/2015	03897	RAMSEY C0 LEAGUE OF LOCAL GOV	MEMBERSHIP DUES	1,000.00
94563	02/24/2015	01345	RAMSEY COUNTY	RECORDING OF EASEMENTS	830.00
94564	02/24/2015	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - JAN	82.03
94565	02/24/2015	04432	EUGENE E. RICHARDSON	VOLLEYBALL REFEREE 12/29/14-2/13/15	300.00
94566	02/24/2015	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - FEB	100.00
94567	02/24/2015	02663	CARL SAARION	VOLLEYBALL REFEREE 12/29/14-2/13/15	300.00
94568	02/24/2015	05120	RICH SCHELL	VOLLEYBALL REFEREE 12/29/14-2/13/15	1,075.00
94569	02/24/2015	05498	RIC SCHMIDT	VOLLEYBALL REFEREE 12/29/14-2/13/15	150.00
94570	02/24/2015	04262	GREG SCHULZE	GOLF INSTRUCTION SESSION 1 & 2	700.00
94571	02/24/2015	02664	HEIDI SCHWICTENBERG	VOLLEYBALL REFEREE 12/29/14-2/13/15	375.00
94572	02/24/2015	05188	JENNA SOBERG	VOLLEYBALL REFEREE 12/29/14-2/13/15	375.00
94573	02/24/2015	05495	SUSA	MEMBERSHIP FEE	125.00
94574	02/24/2015	01578	T R F SUPPLY CO.	ICE MELT FOR PARKS DEPTS	1,164.06
	02/24/2015	01578	T R F SUPPLY CO.	GLASS CLEANER FOR PARKS DEPT	188.00
94575	02/24/2015	05471	US FOODS	MDSE FOR RESALE	977.97
	02/24/2015	05471	US FOODS	MDSE FOR RESALE	648.44
	02/24/2015	05471	US FOODS	MDSE FOR RESALE	523.43
	02/24/2015	05471	US FOODS	SUPPLIES FOR MCC SNACK BAR	59.28
	02/24/2015	05471	US FOODS	SUPPLIES FOR MCC SNACK BAR	11.38
	02/24/2015	05471	US FOODS	SUPPLIES FOR MCC SNACK BAR	4.98
94576	02/24/2015	01691	USPCA REGION 12	MEMBERSHIP FEE - SGT BIERDEMAN	50.00
	02/24/2015	01691	USPCA REGION 12	MEMBERSHIP FEE - OFFICER DEMULLING	50.00
	02/24/2015	01691	USPCA REGION 12	MEMBERSHIP FEE - OFFICER GABRIEL	50.00
94577	02/24/2015	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - JAN	325.00
94578	02/24/2015	01872	MARK WEBER	VOLLEYBALL REFEREE 12/29/14-2/13/15	375.00
94579	02/24/2015	05169	WESTMOR FLUID SOLUTIONS, LLC	LINE LEAK TEST - GAS & DIESEL SYS	605.63
94580	02/24/2015	01789	CITY OF WOODBURY	ANNUAL SEWER MAINT BILL DIST 51W	273.09
94581	02/24/2015	05013	YALE MECHANICAL LLC	CONDENSING BOILERS/WATER HEATERS	92,500.00
	02/24/2015	05013	YALE MECHANICAL LLC	REPAIR BOILER #1 - CITY HALL	652.25
94582	02/24/2015	05327	ZAYO GROUP LLC	FIBER OPTIC LOCATE SRVS	1,673.11

58 Checks in this report.

551,582.19

**CITY OF MAPLEWOOD**  
**Disbursements via Debits to Checking account**

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/17/2015	MN State Treasurer	Drivers License/Deputy Registrar	65,636.62
2/17/2015	VANCO	Billing fee	191.80
2/17/2015	U.S. Treasurer	Federal Payroll Tax	98,958.00
2/17/2015	P.E.R.A.	P.E.R.A.	100,413.52
2/17/2015	Voya - State Plan	Deferred Compensation	31,680.40
2/17/2015	MidAmerica - ING	HRA Flex plan	16,091.73
2/17/2015	MN State Treasurer	State Payroll Tax	20,690.01
2/17/2015	Labor Unions	Union Dues	2,095.56
2/18/2015	MN State Treasurer	Drivers License/Deputy Registrar	25,752.77
2/19/2015	MN State Treasurer	Drivers License/Deputy Registrar	45,801.98
2/20/2015	MN State Treasurer	Drivers License/Deputy Registrar	86,027.74
2/20/2015	MN Dept of Revenue	Sales Tax	8,601.00
2/20/2015	Optum Health	DCRP & Flex plan payments	4,147.79
			506,088.92

**Check Register**  
**City of Maplewood**

02/26/2015

<b>Check</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	
94584	03/03/2015	00120	AQUA LOGIC INC	POOL CHEMICALS	1,190.00
94585	03/03/2015	05234	BOLER EXPRESS CAR WASH	CAR WASHES - FEBRUARY	57.61
94586	03/03/2015	02149	HEIDI CAREY	MARKETING & ADVERTISING - FEB	4,000.00
94587	03/03/2015	00353	CURTIS 1000, INC. - MINNESOTA	CITATION ENVELOPES	615.20
94588	03/03/2015	04311	JOSEPH DEMULLING	K-9 BOARDING AT CAMP K-9 2/6-2/15	295.32
94589	03/03/2015	03516	ANTHONY GABRIEL	SECURITY OFFICER MCC JAN 31	262.50
94590	03/03/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 14-01 PROF SRVS THRU 01/31	31,239.53
	03/03/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 12-14 PROF SRVS THRU 01/31	13,061.42
	03/03/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 01/31	1,448.75
	03/03/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 01/31	585.66
94591	03/03/2015	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 2/14 & 2/15	1,528.00
94592	03/03/2015	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYSTEM - JANUARY	734.40
94593	03/03/2015	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD LIVING - JAN/FEB	7,611.31
94594	03/03/2015	01409	S E H	PROJ 14-12 BLDG ASSET MGMT	2,160.00
	03/03/2015	01409	S E H	MISC WATER RESOURCES SERVICE	771.15
94595	03/03/2015	03378	MATT WOEHRLE	REIMB FOR MEAL & MILEAGE 2/24	39.08
94596	03/03/2015	04047	ASHLAND PRODUCTIONS	SOUND TECH FOR MCC 9/6 - 10/16/14	150.00
94597	03/03/2015	05500	E S A B A	ANNUAL MEMBERSHIP	195.00
94598	03/03/2015	04947	HARDRIVES, INC.	PROJ 11-15 MILLS/OVERLAYS PMT#7	129,373.61
94599	03/03/2015	05499	IDC AUTOMATIC	SALLYPORT GARAGE DOOR REPAIR	369.50
94600	03/03/2015	05395	KIDCREATE STUDIO	INSTRUCTION OF KIDCREATE CLASS	130.00
94601	03/03/2015	03130	CAMPBELL KNUTSON PA	SRVS FOR TRANSITION 1/22 - 1/31	3,000.00
94602	03/03/2015	04900	LASTING IMPRESSIONS BY AMY LLC	CEILING DRAPES FOR MCC FEB 21	600.00
94603	03/03/2015	00857	LEAGUE OF MINNESOTA CITIES	MCSC MEMBERSHIP SEPT 14 - SEPT 15	1,240.00
94604	03/03/2015	03818	MEDICA	MONTHLY PREMIUM - MARCH	175,471.36
94605	03/03/2015	03989	MN STATE FIRE MARSHAL DIVISION	CONFERENCE FEES	130.00
94606	03/03/2015	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - JANUARY	3,096.13
	03/03/2015	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - FEBRUARY	1,000.00
94607	03/03/2015	00001	ONE TIME VENDOR	REFUND B DJ BOOTH BRIDAL EXPO	500.00
94608	03/03/2015	00001	ONE TIME VENDOR	REFUND M VELLIEUX TRANS MEDIC	466.57
94609	03/03/2015	00001	ONE TIME VENDOR	REFUND MINDFUL BEAUTY BOOTH FEE	200.00
94610	03/03/2015	00001	ONE TIME VENDOR	REFUND BUTTERED TOAST PROD BOOTH	185.00
94611	03/03/2015	00001	ONE TIME VENDOR	REFUND INSPIRED REALITIES BOOTH FEE	175.00
94612	03/03/2015	00001	ONE TIME VENDOR	REFUND B MARTIN BOOTH FEE	175.00
94613	03/03/2015	00001	ONE TIME VENDOR	REFUND J PETSCH BOOTH FEE	175.00
94614	03/03/2015	00001	ONE TIME VENDOR	REFUND M ANDERSON HP CREDITS	140.00
94615	03/03/2015	00001	ONE TIME VENDOR	REFUND L WHITING TRANS MEDIC	97.74
94616	03/03/2015	00001	ONE TIME VENDOR	REFUND E EAVES TRANS MEDIC	96.89
94617	03/03/2015	00001	ONE TIME VENDOR	REFUND J SCHMITT TRANS MEDIC	77.37
94618	03/03/2015	03151	PETTY CASH	PETTY CASH - EEDD	25.00
94619	03/03/2015	01489	SPARTAN PROMOTIONAL GROUP INC.	PLAQUE FOR HERITAGE AWARD	78.25
94620	03/03/2015	04240	SPORTSIGN	SIGN LANGUAGE INTERPRETER-12/5/14	60.00
94621	03/03/2015	01578	T R F SUPPLY CO.	SHOP TOWELS & SHOP GLOVES	227.00
94622	03/03/2015	05342	TERRA GENERAL CONTRACTORS	PROJ 09-09 EAST METRO BID5B PMT#5	118,599.46
94623	03/03/2015	05382	TURNING POINT CONSULTING GROUP	SALES REPRESENTATION 2/2 - 2/13	1,000.00
94624	03/03/2015	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING/STORAGE	355.00
	03/03/2015	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	100.00
	03/03/2015	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	70.00
	03/03/2015	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	70.00

41 Checks in this report.

<b>503,228.81</b>
-------------------

**CITY OF MAPLEWOOD**  
**Disbursements via Debits to Checking account**

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/23/2015	MN State Treasurer	Drivers License/Deputy Registrar	34,195.90
2/23/2015	MN Dept of Natural Resources	DNR electronic licenses	965.00
2/24/2015	MN State Treasurer	Drivers License/Deputy Registrar	74,533.64
2/24/2015	MN Dept of Revenue	Fuel Tax	572.28
2/25/2015	MN State Treasurer	Drivers License/Deputy Registrar	34,539.50
2/26/2015	MN State Treasurer	Drivers License/Deputy Registrar	86,065.69
2/27/2015	MN State Treasurer	Drivers License/Deputy Registrar	46,288.46
2/27/2015	MN Dept of Natural Resources	DNR electronic licenses	606.00
2/27/2015	ICMA (Vantagepointe)	Deferred Compensation	3,988.00
2/27/2015	Voya - State Plan	Deferred Compensation	29,904.67
2/27/2015	US Bank VISA One Card*	Purchasing card items	42,554.89
			354,214.03

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
02/09/2015	02/10/2015	UNIFORMS UNLIMITED INC.	\$372.65	MARK ALDRIDGE
02/17/2015	02/19/2015	MINNESOTA GOVERNMENT F	\$60.00	GAYLE BAUMAN
02/05/2015	02/09/2015	OFFICE DEPOT #1090	\$58.51	CHAD BERGO
02/06/2015	02/09/2015	DELTA AIR 0062300146823	\$413.20	CHAD BERGO
02/07/2015	02/09/2015	GOGOAIR.COM	\$16.00	CHAD BERGO
02/07/2015	02/09/2015	GOGOAIR.COM	\$16.00	CHAD BERGO
02/07/2015	02/09/2015	HOTELS.COM120771299511	\$1,693.26	CHAD BERGO
02/10/2015	02/11/2015	HOTELS.COM120771299511	(\$1,693.26)	CHAD BERGO
02/06/2015	02/09/2015	OLD LOG THEATRE	\$225.19	NEIL BRENEMAN
02/10/2015	02/12/2015	THE HOME DEPOT 2801	\$12.64	NEIL BRENEMAN
02/13/2015	02/16/2015	THE HOME DEPOT 2801	(\$4.20)	NEIL BRENEMAN
02/13/2015	02/16/2015	TARGET 00011858	\$7.58	NEIL BRENEMAN
02/13/2015	02/16/2015	THE HOME DEPOT 2801	\$8.44	NEIL BRENEMAN
02/09/2015	02/11/2015	TRI-STATE BOBCAT	\$1,062.00	TROY BRINK
02/12/2015	02/13/2015	VIKING INDUSTRIAL CENTER	\$188.16	TROY BRINK
02/11/2015	02/13/2015	NATIONAL WELLNESS INSTITU	\$125.00	SARAH BURLINGAME
02/11/2015	02/13/2015	NATIONAL WELLNESS INSTITU	\$497.25	SARAH BURLINGAME
02/10/2015	02/11/2015	ACT*10KLAKES BUILD MEM	\$160.00	NICHOLAS CARVER
02/13/2015	02/13/2015	INT'L CODE COUNCIL INC	\$521.44	NICHOLAS CARVER
02/06/2015	02/09/2015	VIKING ELECTRIC-CREDIT DE	\$312.30	SCOTT CHRISTENSON
02/07/2015	02/09/2015	OAKDALE CUB FOODS SSS	(\$24.71)	SCOTT CHRISTENSON
02/07/2015	02/09/2015	OAKDALE CUB FOODS	\$24.71	SCOTT CHRISTENSON
02/07/2015	02/09/2015	SUPER SMOKEDALE TOBACCO	\$29.92	SCOTT CHRISTENSON
02/08/2015	02/10/2015	SUPER SMOKEDALE TOBACCO	(\$29.92)	SCOTT CHRISTENSON
02/12/2015	02/13/2015	VIKING ELECTRIC-CREDIT DE	\$10.75	SCOTT CHRISTENSON
02/13/2015	02/16/2015	VIKING ELECTRIC-CREDIT DE	(\$43.77)	SCOTT CHRISTENSON
02/18/2015	02/19/2015	HENRIKSEN ACE HARDWARE	\$10.99	SCOTT CHRISTENSON
02/19/2015	02/20/2015	VIKING ELECTRIC-CREDIT DE	\$99.93	SCOTT CHRISTENSON
02/17/2015	02/18/2015	AMAZON.COM	\$243.90	MELINDA COLEMAN
02/18/2015	02/19/2015	UNIFORMS UNLIMITED INC.	\$37.70	KERRY CROTTY
02/09/2015	02/10/2015	DALCO ENTERPRISES, INC	\$30.61	CHARLES DEAVER
02/11/2015	02/12/2015	FRATTALLONES WOODBURY AC	\$11.51	CHARLES DEAVER
02/06/2015	02/09/2015	G&K SERVICES AR	\$580.82	TOM DOUGLASS
02/06/2015	02/09/2015	MENARDS MAPLEWOOD	\$9.00	TOM DOUGLASS
02/10/2015	02/11/2015	MOBILE RADIO ENGINEERIN	\$63.30	TOM DOUGLASS
02/11/2015	02/13/2015	CUSTOM REFRIGERATION	\$652.48	TOM DOUGLASS
02/12/2015	02/13/2015	THECORNERGUARDSTOR	\$888.64	TOM DOUGLASS
02/12/2015	02/13/2015	CINTAS 470	\$137.76	TOM DOUGLASS
02/13/2015	02/16/2015	SHERWIN WILLIAMS #3127	\$38.05	TOM DOUGLASS
02/17/2015	02/19/2015	OFFICE MAX	\$68.54	TOM DOUGLASS
02/17/2015	02/19/2015	AVAC CORPORATION	\$106.94	TOM DOUGLASS
02/17/2015	02/19/2015	YES DISTRIBUTING INC.	\$129.91	TOM DOUGLASS
02/19/2015	02/20/2015	MENARDS MAPLEWOOD	\$39.99	DOUG EDGE
02/16/2015	02/18/2015	OFFICE DEPOT #1090	(\$214.99)	CHRISTINE EVANS
02/07/2015	02/09/2015	SPRINT *WIRELESS	\$65.69	MYCHAL FOWLDS
02/08/2015	02/10/2015	THE HOME DEPOT #2844	\$10.66	MYCHAL FOWLDS
02/09/2015	02/10/2015	BESTBUYCOM709565001673	\$85.68	MYCHAL FOWLDS
02/09/2015	02/10/2015	THE UPS STORE 2171	\$21.44	MYCHAL FOWLDS
02/10/2015	02/11/2015	AT&T*BILL PAYMENT	\$37.00	MYCHAL FOWLDS
02/19/2015	02/20/2015	AT SCENE LLC	\$675.00	MYCHAL FOWLDS
02/11/2015	02/12/2015	AIRWATCH LLC	\$50.00	NICK FRANZEN
02/13/2015	02/13/2015	AMAZON MKTPLACE PMTS	\$66.01	NICK FRANZEN
02/13/2015	02/16/2015	AMAZON.COM	\$171.39	NICK FRANZEN
02/13/2015	02/16/2015	AMAZON.COM	\$16.06	NICK FRANZEN
02/13/2015	02/16/2015	VSN*DOTGOVREGISTRATION	\$125.00	NICK FRANZEN

02/14/2015	02/16/2015	IDU*INSIGHT PUBLIC SEC	\$231.39	NICK FRANZEN
02/14/2015	02/16/2015	IDU*INSIGHT PUBLIC SEC	\$2,246.22	NICK FRANZEN
02/17/2015	02/18/2015	SYM*SECURE SITE SSL	\$873.00	NICK FRANZEN
02/09/2015	02/10/2015	UNIFORMS UNLIMITED INC.	\$88.00	ANTHONY GABRIEL
02/17/2015	02/18/2015	U OF M CCE NONCREDIT	\$185.00	VIRGINIA GAYNOR
02/06/2015	02/09/2015	IAAI	\$100.00	CLARENCE GERVAIS
02/16/2015	02/18/2015	ASPEN MILLS INC.	\$105.90	CLARENCE GERVAIS
02/07/2015	02/09/2015	VZWRLSS*APOCC VISN	\$97.45	KAREN GUILFOILE
02/19/2015	02/20/2015	CHKMATE*INSTANTCHECKMATE	\$1.99	KAREN GUILFOILE
02/19/2015	02/20/2015	CHKMATE*INSTANTCHECKMATE	\$22.86	KAREN GUILFOILE
02/18/2015	02/19/2015	MILLS FLEET FARM #2,700	\$50.54	MARK HAAG
02/10/2015	02/11/2015	HENRIKSEN ACE HARDWARE	\$21.38	TAMARA HAYS
02/19/2015	02/20/2015	HENRIKSEN ACE HARDWARE	\$11.93	TAMARA HAYS
02/06/2015	02/09/2015	NORTHERN TOOL EQUIP-MN	\$17.69	GARY HINNENKAMP
02/11/2015	02/12/2015	FIRST SHRED	\$13.00	RON HORWATH
02/20/2015	02/20/2015	COMCAST CABLE COMM	\$83.88	RON HORWATH
02/11/2015	02/12/2015	DALCO ENTERPRISES, INC	(\$77.76)	DAVID JAHN
02/18/2015	02/19/2015	DALCO ENTERPRISES, INC	\$90.00	DAVID JAHN
02/09/2015	02/10/2015	UNIFORMS UNLIMITED INC.	\$31.96	KEVIN JOHNSON
02/09/2015	02/10/2015	UNIFORMS UNLIMITED INC.	\$28.80	KEVIN JOHNSON
02/18/2015	02/19/2015	WINNICK SUPPLY	\$914.46	DON JONES
02/09/2015	02/10/2015	CVS/PHARMACY #01751	\$16.07	LOIS KNUTSON
02/12/2015	02/13/2015	FIRST SHRED	\$80.30	LOIS KNUTSON
02/09/2015	02/10/2015	WHITE BEAR AREA CHAMBE	\$28.00	DUWAYNE KONEWKO
02/09/2015	02/11/2015	MAGNUM ELECTRONICS	\$224.85	JASON KREGER
02/11/2015	02/12/2015	CDW GOVERNMENT	\$80.84	JASON KREGER
02/12/2015	02/12/2015	AMAZON.COM	\$310.97	JASON KREGER
02/12/2015	02/12/2015	WWW.NEWEGG.COM	\$47.40	JASON KREGER
02/12/2015	02/13/2015	CDW GOVERNMENT	\$40.42	JASON KREGER
02/13/2015	02/16/2015	WWW.NEWEGG.COM	\$11.96	JASON KREGER
02/16/2015	02/18/2015	THE GPS STORE	\$69.90	JASON KREGER
02/18/2015	02/19/2015	THE UPS STORE 2171	\$55.89	JASON KREGER
02/19/2015	02/20/2015	WWW.NEWEGG.COM	\$31.03	JASON KREGER
02/13/2015	02/13/2015	COMCAST CABLE COMM	\$62.82	DAVID KVAM
02/13/2015	02/16/2015	PAYPAL *MINNESOTACH	\$375.00	DAVID KVAM
02/18/2015	02/19/2015	UNIFORMS UNLIMITED INC.	\$6.50	DAVID KVAM
02/06/2015	02/09/2015	OVERHEAD DOOR COMP	\$1,631.15	STEVE LUKIN
02/09/2015	02/11/2015	ASPEN MILLS INC.	\$168.50	STEVE LUKIN
02/12/2015	02/13/2015	EMERGENCY APPARATUS MAINT	\$1,368.95	STEVE LUKIN
02/12/2015	02/13/2015	EMERGENCY APPARATUS MAINT	\$1,394.64	STEVE LUKIN
02/12/2015	02/13/2015	EMERGENCY APPARATUS MAINT	\$1,843.39	STEVE LUKIN
02/16/2015	02/17/2015	AIRGASS NORTH	\$184.89	STEVE LUKIN
02/16/2015	02/17/2015	AIRGASS NORTH	\$132.01	STEVE LUKIN
02/10/2015	02/11/2015	BATTERIES PLUS #31	\$8.56	JASON MARINO
02/10/2015	02/11/2015	BOTACH	\$21.95	JASON MARINO
02/12/2015	02/16/2015	NIKE EAGAN FS 234	\$47.99	ALESIA METRY
02/16/2015	02/18/2015	THE SALVATION ARMY 11	\$59.33	ALESIA METRY
02/05/2015	02/09/2015	STOKKE'S MEAT MARKET	\$37.91	MICHAEL MONDOR
02/06/2015	02/09/2015	BOUND TREE MEDICAL LLC	\$21.00	MICHAEL MONDOR
02/11/2015	02/12/2015	NATIONAL REGISTRY EMT	\$20.00	MICHAEL MONDOR
02/11/2015	02/13/2015	BOUND TREE MEDICAL LLC	\$43.59	MICHAEL MONDOR
02/11/2015	02/13/2015	BOUND TREE MEDICAL LLC	\$145.08	MICHAEL MONDOR
02/11/2015	02/13/2015	BOUND TREE MEDICAL LLC	\$1,583.39	MICHAEL MONDOR
02/12/2015	02/13/2015	NATIONAL REGISTRY EMT	\$220.00	MICHAEL MONDOR
02/12/2015	02/13/2015	CHANNING BETE CO AHA	\$240.00	MICHAEL MONDOR
02/18/2015	02/19/2015	ANCOM TECHNICAL CENTER IN	\$47.00	MICHAEL MONDOR

02/18/2015	02/19/2015	CENTURY COLLEGE-CE	\$490.00	MICHAEL MONDOR
02/18/2015	02/19/2015	CENTURY COLLEGE-CE	\$490.00	MICHAEL MONDOR
02/16/2015	02/18/2015	CERTIFIED LABORATORIES	\$199.69	BRYAN NAGEL
02/18/2015	02/19/2015	HENRIKSEN ACE HARDWARE	\$38.43	RICHARD NORDQUIST
02/11/2015	02/12/2015	UNIFORMS UNLIMITED INC.	\$14.85	MICHAEL NYE
02/09/2015	02/10/2015	TAT B GONE	\$144.94	PARKER OLDING
02/09/2015	02/10/2015	LYCAMOBILE	\$34.93	PARKER OLDING
02/17/2015	02/19/2015	DISTRICT - 3066 BLAINE	\$175.00	ERICK OSWALD
02/18/2015	02/20/2015	TRI-STATE BOBCAT	\$5.45	ERICK OSWALD
02/18/2015	02/19/2015	MENARDS MAPLEWOOD	\$29.94	ROBERT PETERSON
02/06/2015	02/09/2015	AUTO PLUS LITTLE CANADA	\$86.87	STEVEN PRIEM
02/06/2015	02/09/2015	AUTO PLUS LITTLE CANADA	\$79.97	STEVEN PRIEM
02/09/2015	02/10/2015	FACTORY MTR PTS #1	\$55.23	STEVEN PRIEM
02/09/2015	02/10/2015	METRO PRODUCTS INC	\$200.23	STEVEN PRIEM
02/09/2015	02/11/2015	TRI-STATE BOBCAT	\$82.50	STEVEN PRIEM
02/10/2015	02/11/2015	AUTO PLUS LITTLE CANADA	\$27.48	STEVEN PRIEM
02/10/2015	02/12/2015	TRI-STATE BOBCAT	\$40.68	STEVEN PRIEM
02/11/2015	02/12/2015	ZEP SALES AND SERVICE	\$163.90	STEVEN PRIEM
02/11/2015	02/12/2015	AUTO PLUS LITTLE CANADA	\$88.24	STEVEN PRIEM
02/12/2015	02/13/2015	AUTO PLUS LITTLE CANADA	(\$27.45)	STEVEN PRIEM
02/13/2015	02/17/2015	CRYSTEEL TRUCK EQUIP INC	\$71.67	STEVEN PRIEM
02/17/2015	02/19/2015	ZIEGLER INC COLUMBUS	\$208.18	STEVEN PRIEM
02/18/2015	02/19/2015	AUTO PLUS LITTLE CANADA	(\$114.95)	STEVEN PRIEM
02/18/2015	02/19/2015	POMP'S TIRE #021	\$514.00	STEVEN PRIEM
02/18/2015	02/19/2015	HENRIKSEN ACE HARDWARE	\$3.05	STEVEN PRIEM
02/18/2015	02/19/2015	AUTO PLUS LITTLE CANADA	\$133.38	STEVEN PRIEM
02/19/2015	02/20/2015	AUTO PLUS LITTLE CANADA	\$158.60	STEVEN PRIEM
02/19/2015	02/20/2015	VCN**MNSTATEPATROL	\$64.50	STEVEN PRIEM
02/19/2015	02/20/2015	ZIEGLER INC CREDIT DEPT	\$208.18	STEVEN PRIEM
02/11/2015	02/13/2015	THE HOME DEPOT 2801	\$17.67	KELLY PRINS
02/13/2015	02/16/2015	VIKING ELECTRIC-CREDIT DE	\$214.08	KELLY PRINS
02/13/2015	02/16/2015	VIKING ELECTRIC-CREDIT DE	\$342.50	KELLY PRINS
02/13/2015	02/16/2015	THE HOME DEPOT 2801	\$136.92	KELLY PRINS
02/06/2015	02/09/2015	PIONEER PRESS ADVERTISING	\$832.25	TERRIE RAMEAUX
02/10/2015	02/12/2015	MINNESOTA OCCUPATIONAL HE	\$381.00	TERRIE RAMEAUX
02/06/2015	02/09/2015	HILLYARD INC MINNEAPOLIS	\$57.15	MICHAEL REILLY
02/10/2015	02/11/2015	DALCO ENTERPRISES, INC	\$331.28	MICHAEL REILLY
02/13/2015	02/16/2015	DALCO ENTERPRISES, INC	\$81.06	MICHAEL REILLY
02/13/2015	02/16/2015	DALCO ENTERPRISES, INC	\$119.16	MICHAEL REILLY
02/16/2015	02/17/2015	HILLYARD INC MINNEAPOLIS	\$817.82	MICHAEL REILLY
02/11/2015	02/12/2015	G&K SERVICES AR	\$128.76	LORI RESENDIZ
02/11/2015	02/12/2015	LES MILLS WEST COAST INC	\$270.00	LORI RESENDIZ
02/11/2015	02/12/2015	ELIVATE	\$184.87	LORI RESENDIZ
02/12/2015	02/16/2015	POWDER BLUE PRODUCTIONS	\$26.70	LORI RESENDIZ
02/16/2015	02/17/2015	UNIFORMS UNLIMITED INC.	\$195.99	BRADLEY REZNY
02/06/2015	02/09/2015	BCS*ISD 622 COMMUNITY ED	\$1,316.00	AUDRA ROBBINS
02/06/2015	02/09/2015	BCS*ISD 622 COMMUNITY ED	\$1,705.00	AUDRA ROBBINS
02/06/2015	02/09/2015	OFFICE DEPOT #1090	\$4.88	AUDRA ROBBINS
02/10/2015	02/12/2015	PIONEER PRESS ADVERTISING	\$70.60	AUDRA ROBBINS
02/12/2015	02/16/2015	OFFICE DEPOT #1090	\$5.46	AUDRA ROBBINS
02/14/2015	02/16/2015	CTC*CONSTANTCONTACT.COM	\$60.00	AUDRA ROBBINS
02/17/2015	02/19/2015	VERIZON WRLS N7845-01	\$53.55	ROBERT RUNNING
02/13/2015	02/16/2015	OFFICE DEPOT #1090	(\$41.99)	DEB SCHMIDT
02/14/2015	02/16/2015	AT&T*BILL PAYMENT	\$53.11	DEB SCHMIDT
02/16/2015	02/18/2015	OFFICE DEPOT #1090	\$65.92	DEB SCHMIDT
02/17/2015	02/18/2015	THESTAMPMAKER	\$32.70	DEB SCHMIDT

02/18/2015	02/18/2015	PITNEY BOWES PI	\$129.28	DEB SCHMIDT
02/18/2015	02/19/2015	DRIVERS LICENSE GUIDE	\$43.90	DEB SCHMIDT
02/19/2015	02/20/2015	LILLIE SUBURBAN NEWSPAPER	\$159.03	DEB SCHMIDT
02/10/2015	02/11/2015	UNIFORMS UNLIMITED INC.	\$175.09	PAUL SCHNELL
02/18/2015	02/19/2015	IN *ENCOMPASS TELEMATICS,	\$598.00	PAUL SCHNELL
02/07/2015	02/09/2015	CINTAS 60A SAP	\$151.60	SCOTT SCHULTZ
02/07/2015	02/09/2015	CINTAS 60A SAP	\$111.71	SCOTT SCHULTZ
02/14/2015	02/16/2015	REPUBLIC SERVICES TRASH	\$210.48	SCOTT SCHULTZ
02/18/2015	02/19/2015	FLEXIBLE PIPE TOOL COMPAN	\$164.00	SCOTT SCHULTZ
02/11/2015	02/12/2015	TARGET 00011858	\$7.50	CAITLIN SHERRILL
02/11/2015	02/13/2015	A-1 LAUNDRY	\$26.25	CAITLIN SHERRILL
02/13/2015	02/16/2015	OFFICE DEPOT #1079	\$26.77	CAITLIN SHERRILL
02/13/2015	02/16/2015	OFFICE DEPOT #1090	\$123.05	CAITLIN SHERRILL
02/18/2015	02/20/2015	OFFICE DEPOT #1090	\$62.60	CAITLIN SHERRILL
02/19/2015	02/20/2015	GOODWILL	\$7.49	CAITLIN SHERRILL
02/19/2015	02/20/2015	HEJNY RENTAL INC	\$209.00	CAITLIN SHERRILL
02/11/2015	02/12/2015	KATANA FORENSICS LLC	\$835.00	MICHAEL SHORTREED
02/13/2015	02/16/2015	MENARDS MAPLEWOOD	\$9.33	MICHAEL SHORTREED
02/06/2015	02/09/2015	ZAP*ZAPPOS.COM	\$159.00	BENJAMIN SLATER
02/13/2015	02/16/2015	UNIFORMS UNLIMITED INC.	\$418.93	WILLIAM SYPNIEWSKI
02/13/2015	02/16/2015	MENARDS MAPLEWOOD	\$21.99	BRIAN TAUZELL
02/18/2015	02/19/2015	UNIFORMS UNLIMITED INC.	\$187.99	BRIAN TAUZELL
02/11/2015	02/12/2015	RAINBOW #7300	\$23.03	JAMES TAYLOR
02/11/2015	02/13/2015	JIMMY JOHN'S # 574 - E	\$94.24	JAMES TAYLOR
02/19/2015	02/20/2015	BCS*ISD 622 COMMUNITY ED	\$3,142.75	JAMES TAYLOR
02/07/2015	02/09/2015	KOHL'S #0052	\$63.99	PAUL THIENES
02/08/2015	02/09/2015	TARGET 00021352	\$13.49	PAUL THIENES
02/09/2015	02/11/2015	LIFELINE TRAINING - CA	(\$109.00)	TAMMY WYLIE
02/12/2015	02/13/2015	PAYPAL *MEDTECH FOR	\$114.00	TAMMY WYLIE
02/10/2015	02/12/2015	OFFICE DEPOT #1090	\$64.02	TAMMY YOUNG
02/09/2015	02/11/2015	SEARS ROEBUCK 1122	\$47.11	SUSAN ZWIEG
02/09/2015	02/11/2015	OFFICE MAX	\$56.22	SUSAN ZWIEG
			\$42,554.89	

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>
	02/27/15	ABRAMS, MARYLEE	430.99
	02/27/15	CARDINAL, ROBERT	430.99
	02/27/15	JUENEMANN, KATHLEEN	430.99
	02/27/15	KOPPEN, MARVIN	430.99
	02/27/15	SLAWIK, NORA	489.68
	02/27/15	COLEMAN, MELINDA	5,510.04
	02/27/15	KNUTSON, LOIS	2,397.07
	02/27/15	CHRISTENSON, SCOTT	2,177.61
	02/27/15	JAHN, DAVID	1,987.64
	02/27/15	BURLINGAME, SARAH	2,334.10
	02/27/15	RAMEAUX, THERESE	3,192.51
	02/27/15	BAUMAN, GAYLE	4,852.92
	02/27/15	OSWALD, BRENDA	1,905.06
	02/27/15	ANDERSON, CAROLE	2,856.65
	02/27/15	DEBILZAN, JUDY	2,214.77
	02/27/15	JACKSON, MARY	2,216.99
	02/27/15	KELSEY, CONNIE	2,705.98
	02/27/15	RUEB, JOSEPH	2,999.41
	02/27/15	ARNOLD, AJLA	1,831.10
	02/27/15	BEGGS, REGAN	935.64
	02/27/15	HAAG, KAREN	4,542.41
	02/27/15	SCHMIDT, DEBORAH	3,158.62
	02/27/15	SPANGLER, EDNA	1,092.74
	02/27/15	CRAWFORD, LEIGH	1,852.37
	02/27/15	LARSON, MICHELLE	1,981.98
	02/27/15	MECHELKE, SHERRIE	1,189.18
	02/27/15	MOY, PAMELA	1,585.58
	02/27/15	OSTER, ANDREA	1,988.62
	02/27/15	RICHTER, CHARLENE	1,220.38
	02/27/15	VITT, SANDRA	947.54
	02/27/15	WEAVER, KRISTINE	2,457.17
	02/27/15	CORCORAN, THERESA	1,984.19
	02/27/15	KVAM, DAVID	4,390.73
	02/27/15	PALANK, MARY	1,988.62
	02/27/15	SCHNELL, PAUL	5,094.58
	02/27/15	SHORTREED, MICHAEL	4,266.70
	02/27/15	THOMFORDE, FAITH	1,717.97
	02/27/15	WYLIE, TAMMY	853.97
	02/27/15	ZAPPA, ANDREW	1,026.03
	02/27/15	ABEL, CLINT	3,064.41
	02/27/15	ALDRIDGE, MARK	3,206.69
	02/27/15	BAKKE, LONN	3,698.09
	02/27/15	BARTZ, PAUL	3,287.93

02/27/15	BELDE, STANLEY	3,148.56
02/27/15	BENJAMIN, MARKESE	3,185.94
02/27/15	BIERDEMAN, BRIAN	4,306.06
02/27/15	BUSACK, DANIEL	4,241.33
02/27/15	CARNES, JOHN	2,811.11
02/27/15	CROTTY, KERRY	3,908.02
02/27/15	DEMULLING, JOSEPH	3,611.18
02/27/15	DUGAS, MICHAEL	3,868.63
02/27/15	ERICKSON, VIRGINIA	3,714.58
02/27/15	FISHER, CASSANDRA	1,612.21
02/27/15	FORSYTHE, MARCUS	3,394.22
02/27/15	FRITZE, DEREK	3,109.27
02/27/15	GABRIEL, ANTHONY	4,127.62
02/27/15	HAWKINSON JR, TIMOTHY	2,941.86
02/27/15	HER, PHENG	3,529.46
02/27/15	HIEBERT, STEVEN	3,163.90
02/27/15	HOEMKE, MICHAEL	2,902.02
02/27/15	HOFMEISTER, TIMOTHY	496.00
02/27/15	JASKOWIAK, AMANDA	360.00
02/27/15	JOHNSON, KEVIN	4,501.67
02/27/15	KONG, TOMMY	3,064.41
02/27/15	KREKELER, NICHOLAS	1,055.31
02/27/15	KROLL, BRETT	3,234.06
02/27/15	LANGNER, SCOTT	3,003.03
02/27/15	LANGNER, TODD	3,224.61
02/27/15	LYNCH, KATHERINE	3,109.27
02/27/15	MARINO, JASON	3,064.41
02/27/15	MARTIN, JERROLD	3,481.95
02/27/15	MCCARTY, GLEN	3,231.82
02/27/15	METRY, ALESIA	3,679.46
02/27/15	MICHELETTI, BRIAN	2,619.40
02/27/15	MULVIHILL, MARIA	2,280.97
02/27/15	NYE, MICHAEL	4,357.25
02/27/15	OLDING, PARKER	3,135.91
02/27/15	OLSON, JULIE	3,479.11
02/27/15	PARKER, JAMES	2,941.86
02/27/15	REZNY, BRADLEY	3,224.05
02/27/15	SCHOEN, ZACHARY	2,420.47
02/27/15	SLATER, BENJAMIN	2,838.97
02/27/15	STEINER, JOSEPH	3,367.90
02/27/15	SYPNIEWSKI, WILLIAM	3,409.26
02/27/15	TAUZELL, BRIAN	3,475.58
02/27/15	THEISEN, PAUL	3,360.87
02/27/15	THIENES, PAUL	3,602.11
02/27/15	VANG, PAM	540.00
02/27/15	WENZEL, JAY	3,064.41
02/27/15	XIONG, KAO	3,323.79
02/27/15	ANDERSON, BRIAN	189.15
02/27/15	BAHL, DAVID	926.75
02/27/15	BASSETT, BRENT	435.04
02/27/15	BAUMAN, ANDREW	5,914.02
02/27/15	BEITLER, NATHAN	378.31
02/27/15	BOURQUIN, RON	1,302.78

02/27/15	CAPISTRANT, JACOB	435.04
02/27/15	CAPISTRANT, JOHN	831.15
02/27/15	COREY, ROBERT	611.61
02/27/15	CRAWFORD - JR, RAYMOND	3,476.94
02/27/15	CRUMMY, CHARLES	428.76
02/27/15	DABRUZZI, THOMAS	2,492.60
02/27/15	DAWSON, RICHARD	3,173.90
02/27/15	EVERSON, PAUL	3,916.28
02/27/15	HAGEN, MICHAEL	605.30
02/27/15	HALE, JOSEPH	441.31
02/27/15	HALWEG, JODI	3,760.22
02/27/15	HAWTHORNE, ROCHELLE	3,711.46
02/27/15	HUTCHINSON, JAMES	706.08
02/27/15	IMM, TRACY	636.84
02/27/15	JANSEN, CHAD	233.29
02/27/15	JUREK, GREGORY	807.05
02/27/15	KANE, ROBERT	926.73
02/27/15	KARRAS, JAMIE	226.99
02/27/15	KERSKA, JOSEPH	832.29
02/27/15	KONDER, RONALD	378.31
02/27/15	KUBAT, ERIC	4,111.49
02/27/15	LINDER, TIMOTHY	4,184.93
02/27/15	LOCHEN, MICHAEL	664.01
02/27/15	MERKATORIS, BRETT	731.39
02/27/15	MILLER, LADD	1,110.63
02/27/15	MILLER, NICHOLAS	334.19
02/27/15	MONDOR, MICHAEL	3,731.87
02/27/15	MONSON, PETER	378.31
02/27/15	MORGAN, JEFFERY	450.79
02/27/15	NEILY, STEVEN	491.79
02/27/15	NIELSEN, KENNETH	500.16
02/27/15	NOVAK, JEROME	3,587.39
02/27/15	NOWICKI, PAUL	387.77
02/27/15	OLSON, JAMES	4,141.11
02/27/15	OPHEIM, JOHN	264.79
02/27/15	PACHECO, ALPHONSE	504.42
02/27/15	PARROW, JOSHUA	264.82
02/27/15	PETERSON, MARK	441.31
02/27/15	PETERSON, ROBERT	3,679.24
02/27/15	POWERS, KENNETH	435.05
02/27/15	RAINEY, JAMES	901.65
02/27/15	RANGEL, DERRICK	643.12
02/27/15	RANK, PAUL	800.78
02/27/15	RICE, CHRISTOPHER	889.02
02/27/15	RODDY, BRETT	302.64
02/27/15	RODRIGUEZ, ROBERTO	252.20
02/27/15	SEDLACEK, JEFFREY	3,843.78
02/27/15	STREFF, MICHAEL	3,620.86
02/27/15	SVENDSEN, RONALD	4,537.46
02/27/15	TROXEL, REID	970.99
02/27/15	GERVAIS-JR, CLARENCE	4,157.26
02/27/15	LUKIN, STEVEN	4,815.66
02/27/15	ZWIEG, SUSAN	1,186.96

02/27/15	CORTESI, LUANNE	1,981.97
02/27/15	SINDT, ANDREA	2,480.20
02/27/15	BRINK, TROY	2,552.82
02/27/15	BUCKLEY, BRENT	2,306.33
02/27/15	DEBILZAN, THOMAS	2,305.55
02/27/15	EDGE, DOUGLAS	2,387.44
02/27/15	JONES, DONALD	2,308.55
02/27/15	MEISSNER, BRENT	2,262.19
02/27/15	NAGEL, BRYAN	3,702.80
02/27/15	OSWALD, ERICK	2,439.03
02/27/15	RUIZ, RICARDO	1,908.23
02/27/15	RUNNING, ROBERT	2,529.53
02/27/15	TEVLIN, TODD	2,298.33
02/27/15	BURLINGAME, NATHAN	2,415.20
02/27/15	DUCHARME, JOHN	2,859.02
02/27/15	ENGSTROM, ANDREW	2,852.38
02/27/15	JAROSCH, JONATHAN	3,132.37
02/27/15	LINDBLOM, RANDAL	3,173.97
02/27/15	LOVE, STEVEN	3,852.46
02/27/15	THOMPSON, MICHAEL	4,783.37
02/27/15	ZIEMAN, SCOTT	128.00
02/27/15	JANASZAK, MEGHAN	1,801.17
02/27/15	KONEWKO, DUWAYNE	4,603.18
02/27/15	HAMRE, MILES	1,816.00
02/27/15	HAYS, TAMARA	1,849.17
02/27/15	HINNENKAMP, GARY	2,461.60
02/27/15	NAUGHTON, JOHN	2,247.41
02/27/15	NORDQUIST, RICHARD	2,243.20
02/27/15	ORE, JORDAN	1,849.17
02/27/15	BIESANZ, OAKLEY	1,556.47
02/27/15	DEAVER, CHARLES	614.88
02/27/15	HAYMAN, JANET	1,300.23
02/27/15	HUTCHINSON, ANN	2,762.97
02/27/15	SOUTTER, CHRISTINE	255.00
02/27/15	WACHAL, KAREN	1,052.43
02/27/15	GAYNOR, VIRGINIA	3,383.30
02/27/15	KROLL, LISA	2,013.97
02/27/15	YOUNG, TAMELA	2,142.77
02/27/15	FINWALL, SHANN	3,369.17
02/27/15	MARTIN, MICHAEL	2,937.17
02/27/15	BRASH, JASON	2,773.98
02/27/15	CARVER, NICHOLAS	3,810.34
02/27/15	SWAN, DAVID	2,882.77
02/27/15	SWANSON, CHRIS	1,825.17
02/27/15	WEIDNER, JAMES	1,440.00
02/27/15	WELLENS, MOLLY	1,817.43
02/27/15	ABRAHAMSON, AMANDA	239.50
02/27/15	AYD, GWEN	200.00
02/27/15	BJORK, BRANDON	165.00
02/27/15	BRENEMAN, NEIL	2,483.78
02/27/15	CHUHEL, KAYLA	25.50
02/27/15	CLINE, ABBY	378.00
02/27/15	DIAZ, JACQUEZ	36.00

02/27/15	FISHER, CHANCE	50.00
02/27/15	FRANK, PETER	420.00
02/27/15	GORACKI, GERALD	254.13
02/27/15	KONG, KATELYNE	181.50
02/27/15	KUSTERMAN, KEVIN	230.50
02/27/15	LAMB, JIM	85.75
02/27/15	MCKANE, COLLIN	24.75
02/27/15	MURRAY, LYNDSAY	96.00
02/27/15	PIEPER, THEODORE	117.00
02/27/15	RASMUSSEN, BRADLEY	96.00
02/27/15	ROBBINS, AUDRA	3,473.33
02/27/15	ROBBINS, CAMDEN	530.00
02/27/15	ROSEEN, TAYLOR	36.00
02/27/15	RUSS, KAYLA	191.25
02/27/15	SALINAS, DANIEL	72.00
02/27/15	SCHALLER, SAM	144.00
02/27/15	TAYLOR, JAMES	3,307.30
02/27/15	THIELMAN, RICHARD	81.25
02/27/15	VUKICH, CANDACE	630.50
02/27/15	WISTL, MARK	76.50
02/27/15	XIONG, BLONG	36.00
02/27/15	ADAMS, DAVID	2,263.92
02/27/15	HAAG, MARK	2,534.35
02/27/15	SCHULTZ, SCOTT	3,626.97
02/27/15	WILBER, JEFFREY	1,771.59
02/27/15	EVANS, CHRISTINE	2,009.66
02/27/15	HOFMEISTER, MARY	1,153.12
02/27/15	KELLEY, CAITLIN	1,426.60
02/27/15	KULHANEK-DIONNE, ANN	645.52
02/27/15	MILLER, KAREN	327.50
02/27/15	PELOQUIN, PENNYE	672.54
02/27/15	RUZICHKA, JANICE	200.00
02/27/15	SKRYPEK, JOSHUA	561.50
02/27/15	SMITH, CORTNEY	244.63
02/27/15	ST SAUVER, CRAIG	427.52
02/27/15	WISTL, MOLLY	455.78
02/27/15	AKEY, SHELLEY	54.76
02/27/15	ANDERSON, JOSHUA	810.65
02/27/15	BAETZOLD, CLAIRE	25.65
02/27/15	BAUDE, JANE	73.80
02/27/15	BAUDE, SARAH	79.68
02/27/15	BEAR, AMANDA	195.75
02/27/15	BERGLUND, ERIK	28.70
02/27/15	BESTER, MICHAEL	151.14
02/27/15	BLOEMENDAL, AMY	15.75
02/27/15	BUCKLEY, BRITTANY	538.01
02/27/15	BUTLER, ANGELA	73.00
02/27/15	CLARK, PAMELA	14.85
02/27/15	CRANDALL, ALYSSA	171.68
02/27/15	CRANDALL, KRISTA	44.81
02/27/15	DEMPSEY, BETH	279.75
02/27/15	DRECHSEL, HEIDI	15.23
02/27/15	DUCHARME, DANIELLE	206.50

02/27/15	EKSTRAND, DANIEL	118.92
02/27/15	EKSTRAND, TAMERA	11.00
02/27/15	EPLAND, PETER	118.50
02/27/15	ERICKSON-CLARK, CAROL	49.50
02/27/15	FARRELL, DANIEL	212.48
02/27/15	FONTAINE, KIM	837.01
02/27/15	FREDRICKS, MARTHA	36.00
02/27/15	GRAY, MEGAN	478.65
02/27/15	GRAY, SOPHIE	34.80
02/27/15	GRUENHAGEN, LINDA	358.29
02/27/15	GUSTAFSON, BRENDA	366.00
02/27/15	HAASCH, ANGELA	52.25
02/27/15	HAGSTROM, EMILY	165.50
02/27/15	HANSEN, HANNAH	91.60
02/27/15	HODGE, AMY	58.00
02/27/15	HOLMBERG, LADONNA	237.50
02/27/15	HORWATH, RONALD	3,149.54
02/27/15	HUNTLEY, NATALIE	25.05
02/27/15	IACARELLA-FUDALI, BARBARA	138.50
02/27/15	JOHNSON, BARBARA	522.45
02/27/15	JOHNSON, MICHELLE	61.81
02/27/15	KEMP, MAYA	39.38
02/27/15	KOHLER, ROCHELLE	28.12
02/27/15	KOLLER, NINA	213.00
02/27/15	LAMEYER, BRENT	75.60
02/27/15	LAMSON, ELIANA	45.63
02/27/15	LORENTZEN, CHRISTINE	168.00
02/27/15	LY, RASSACIN	86.00
02/27/15	MASON, AMY	125.55
02/27/15	MCCOMAS, LEAH	129.50
02/27/15	MCKILLOP, AMANDA	181.52
02/27/15	MILLER, MELISSA	207.25
02/27/15	MONGE, NOAH	56.00
02/27/15	MUSKAT, JULIE	104.26
02/27/15	NITZ, CARA	532.16
02/27/15	OHS, CYNTHIA	186.00
02/27/15	RANEY, COURTNEY	798.89
02/27/15	RAU, COLE	28.35
02/27/15	REHLING-ANDERSON, LORIE	431.75
02/27/15	RENSTROM, KEVIN	90.00
02/27/15	RESENDIZ, LORI	2,597.77
02/27/15	RICHTER, DANIEL	114.90
02/27/15	ROETTGER, MOLLY	38.88
02/27/15	ROLLERSON, TERRANCE	45.57
02/27/15	ROMERO, JENNIFER	70.50
02/27/15	SCHERER, KATHLENE	63.13
02/27/15	SCHMIDT, VICTORIA	80.00
02/27/15	SCHREIER, ROSEMARIE	270.95
02/27/15	SMITH, ANN	176.80
02/27/15	SMITH, JEROME	153.25
02/27/15	SMITLEY, SHARON	351.94
02/27/15	SYME, LAUREN	75.83
02/27/15	TREPANIER, TODD	232.51

	02/27/15	TRUONG, CHAU	14.00
	02/27/15	TUPY, HEIDE	46.30
	02/27/15	TUPY, MARCUS	96.00
	02/27/15	YANG, JUDY	66.00
	02/27/15	BILJAN, MERANDA	29.75
	02/27/15	BOSLEY, CAROL	148.50
	02/27/15	BUTLER-MILLER, JADE	138.51
	02/27/15	FRANZMEIER, EILEEN	223.13
	02/27/15	LANGER, CHELSEA	121.25
	02/27/15	LANGER, KAYLYN	156.77
	02/27/15	MOSLOSKI, JESSICA	61.63
	02/27/15	AUSTIN, CATHERINE	112.00
	02/27/15	BOWMAN, CHRIS	144.00
	02/27/15	CRAWFORD, SHAWN	187.50
	02/27/15	DOUGLASS, TOM	2,336.54
	02/27/15	INDA, ANTHONY	32.00
	02/27/15	KRECH, ELAINE	667.00
	02/27/15	LOONEY, RAYJEANIA	192.00
	02/27/15	MAIDMENT, COLIN	824.25
	02/27/15	MALONEY, SHAUNA	259.26
	02/27/15	NESVACIL, BRENNAN	104.00
	02/27/15	PRINS, KELLY	1,886.77
	02/27/15	REILLY, MICHAEL	2,093.87
	02/27/15	STEFFEN, MICHAEL	102.00
	02/27/15	PRIEM, STEVEN	2,564.78
	02/27/15	WOEHRLE, MATTHEW	2,458.69
	02/27/15	XIONG, BOON	1,616.37
	02/27/15	BERGO, CHAD	2,824.09
	02/27/15	FOWLDS, MYCHAL	3,989.58
	02/27/15	FRANZEN, NICHOLAS	2,988.47
	02/27/15	KREGER, JASON	2,353.80
9994437	02/27/15	ABRAHAMSON, TYLER	98.00
9994438	02/27/15	BONKO, NICHOLAS	126.00
9994439	02/27/15	BRADY, MADYSON	74.25
9994440	02/27/15	GREENER, DOUGLAS	103.50
9994441	02/27/15	HANGGE, NOAH	36.75
9994442	02/27/15	HOLMES, AURORA	36.00
9994443	02/27/15	MERRITT, MICHAEL	76.50
9994444	02/27/15	RYAN, NICOLE	49.50
9994445	02/27/15	TARR-JR, GUS	75.00
9994446	02/27/15	KRECH, TRAVIS	637.50
9994447	02/27/15	EKSTRAND, RYAN	66.63
9994448	02/27/15	FLEMING, KENNETH	35.00
9994449	02/27/15	O'BRIEN, ELIZABETH	42.75
			527,997.22

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Karen Haag, Director Citizen Services  
**DATE:** March 3, 2015  
**SUBJECT:** Approval of Agreement for Use of Harvest Park for the 2015 Susan G. Komen Twin Cities 3-Day Event

**Introduction**

Nancy G. Brinker promised her dying sister, Susan G. Komen, she would do everything in her power to end breast cancer forever. In 1982, that promise became the Susan G. Komen for the Cure and launched the global breast cancer movement. Today, Susan G. Komen for the Cure is the world's largest grassroots network of breast cancer survivors and activists fighting to save lives, empower people, ensure quality care for all and energize science to find the cures.

**Background**

For the last eight years, the Susan G. Komen for the Cure coordinators have worked with the City for the use of Harvest Park as their home base for over 3,000 participants for the Susan G. Komen Twin Cities 3-Day Event held in the Metro area. It has been a successful partnership and the event organizers have requested the use of Harvest Park again this year.

The 2015 Susan G. Komen Twin Cities 3-Day Event is scheduled for August 21-23. Staff will have correspondence with the coordinators for the event to ensure that health and safety, public safety and other concerns are met. Staff has experienced a very professional and responsible working relationship the last seven years with the event coordinators and look forward to working with them again.

Attached is the copy of the proposed agreement that requires council approval.

**Budget Impact**

None

**Recommendation**

It is recommended that the City Council approve the Agreement for Use of Harvest Park for the 2015 Susan G. Komen Twin Cities 3-Day Event.

**Attachment**

1. Use Agreement

USE AGREEMENT  
City of Maplewood  
Citizen Services Department

The Use Agreement (hereafter "Agreement") is made and entered in to this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Maplewood, a Minnesota municipal corporation (hereafter the "City"), and The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen (hereafter "Komen"), as producer of the 2015 Susan G. Komen Twin Cities 3-Day event benefiting Komen, a non-profit organization.

**WHEREAS**, Komen has requested to use the Harvest Park property for a scheduled non-profit event benefiting Susan G. Komen a non-profit organization; and

**WHEREAS**, the City believes that the non-profit event planned by Komen would benefit the citizens of the City of Maplewood and the surrounding areas and desires to allow use of the Harvest Park property for the requested uses;

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and benefits contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and Komen agree as follows:

1. **Komen** shall have the right to use the Harvest Park property in connection with a non-profit cancer awareness program and matters related to the Susan G. Komen Twin Cities 3-Day. Komen shall have the right to use the property to construct an overnight campground. NO campfires will be allowed, and all camp design and construction plans, including areas in which vehicular access to the property will be allowed, shall be subject to the specific approval of the City, which approval shall not be unreasonably withheld.
2. **Komen** will be permitted to use the Harvest Park property on the following days:
  - a. August 19 and 20, 2015, for set up
  - b. August 21-23, 2015, for event day
  - c. August 24, 2015 for clean up
3. **Komen** accepts full responsibility and liability for any and all damages resulting to the park property as a result of its use for the Susan G. Komen Twin Cities 3-Day, reasonable wear and tear excluded. Komen agrees to restore the property to its previous condition, which is reasonably acceptable to the City of Maplewood. The Director of Citizen Services and Maplewood Staff will meet on Monday, August 24, 2015 with the Event Production Manager, Event 360, Inc., to evaluate the condition of the property and to determine what work, if any, will be necessary to restore the property to its previous condition. A security deposit of \$5,000.00, made payable to the "City of Maplewood" must be received by July 31, 2015. The deposit will be refundable after inspection of the property and completion of all items of reasonable concern are addressed.
4. **Komen** shall maintain general liability insurance in an amount of at least amounts not less than those set forth on the attached Certificate of Insurance at all times during the Terms of this Agreement to protect the City from any and all liability to persons or property which may result from use of the Harvest Park property. Komen shall provide the City to be named as "additional insured" on its binder.
5. The **City** shall be responsible for having the property mowed and clear of litter and trash and in good and useable condition prior to August 19, 2015.
6. **Komen** will coordinate security and traffic issues with the City of Maplewood Police Department. The event area will be secured and closed to the public no later than 9:00 p.m. on the days that the property is being used by Komen for the Susan G. Komen Twin Cities 3-Day.
7. **Komen** shall notify the City by August 3, 2015, of the emergency contingency plan for the scheduled event in case of inclement weather.

8. Komen shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees from any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and reasonable attorney’s fees resulting from any claim arising as a result of Komen’s use of the Harvest Park property under this Agreement. Nothing herein contained shall be deemed to in any way constitute a waiver by the City of any privileges and immunities it may have under the laws of the State of Minnesota or the Constitution of the State of Minnesota.

Likewise, the City of Maplewood agrees to indemnify and hold Komen harmless from and against any and all costs, losses or expenses, including reasonable attorney’s fees, that Komen may incur by reason of (a) the City of Maplewood’s negligence or intentional misconduct or (b) any third-party claim(s) or law suit(s) arising out of, or in connection with the City of Maplewood’s performance or failure to perform pursuant to this agreement.

9. This Agreement shall become effective on the date signed by the last party hereto, and shall be governed by the laws of the State of Minnesota. Agreed to by the undersigned as evidenced by the signature set forth below.

10. Dispute Resolution. In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days’ prior written notice to the other party.

11. As to notice or communication regarding this agreement:

Event 360, Inc.  
 Susan G. Komen 3-Day®  
 Kendra O’Donnell  
 Event Planning Manager  
 Phone: 612.486.2423  
 Fax: 888.453.1731  
 kodonnell@event360.com

City of Maplewood  
 Citizen Services Department  
 Karen Guilfoile, City Clerk  
 Director Citizen Services  
 Phone: 651.249.2002  
 Fax: 651.249.2009  
 karen.guilfoile@ci.maplewood.mn.us

12. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

**City of Maplewood**

By: \_\_\_\_\_  
 Mayor, Nora Slawik

By: \_\_\_\_\_  
 City Manager, Melinda Coleman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
 City Clerk, Karen Haag

**The Susan G. Komen Breast Cancer Foundation, Inc.  
 d/b/a Susan G. Komen**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Karen Haag, Director Citizen Services  
**DATE:** March 3, 2015  
**SUBJECT:** Approval of a Temporary Lawful Gambling Permit for Carver Elementary PTO

**Introduction**

An application has been submitted for a temporary lawful gambling permit by Colleen Monahan on behalf of the Carver Elementary PTO, 2680 Upper Afton Rd.

**Background**

The lawful gambling permit application is for a raffle at the Spring Carnival that the school hosts annually. The event will be held on Friday, May 8, 2015 from 5:30pm to 8:30pm and proceeds will go towards enhancing the educational experience of Carver Elementary students.

In addition, the applicant has submitted an Application for Exempt Permit, required by MN Statute §349.166 and processed by the Minnesota Gambling Control Board upon acknowledgment of the City. MN Statute §349.166 also requires that the applying organization notify the local government unit 30 days before the lawful gambling occasion.

**Budget Impact**

None

**Recommendation**

Staff recommends the Council approve the Temporary Lawful Gambling Permit for Carver Elementary PTO to be used on May 8, 2015 at 2680 Upper Afton Road.

In addition, staff recommends that Council acknowledge the Application for Exempt Permit and waive any objection to the timeliness of said permit, as governed by MN Statute §349.166.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Karen Haag, Citizen Services Director  
**DATE:** March 3, 2015  
**SUBJECT:** Approval of a Temporary Lawful Gambling Permit for the Minnesota Waterfowl Association East Metro Chapter

**Introduction**

An application for a temporary Lawful Gambling permit has been submitted by John Molkenbur on behalf of the Minnesota Waterfowl Association East Metro Chapter.

**Background**

This permit will be used for the organization's annual East Metro Chapter Banquet, which will be held at the Maplewood Moose Lodge on Thursday, April 16, 2015 from 5:00pm to 10:00pm. Proceeds from the event will go towards Habitat Resotration and Outdoor Education.

In addition, the applicant has also submitted an Application for Exempt Permit, which is required by MN Statute §349.166 and processed by the Minnesota Gambling Control Board upon acknowledgment of the City. MN Statute §349.166 also requires that the applying organization notify the local government unit 30 days before the lawful gambling occasion.

**Budget Impact**

None

**Recommendation**

Staff recommends that Council approve the Temporary Lawful Gambling Permit for the Minnesota Waterfowl Association, East Metro Chapter's Banquet to be used on April 16, 2015 at 1946 English Street, Maplewood.

In addition, staff recommends that Council acknowledge the Application for Exempt Permit and waive any objection to the timeliness of said permit, as governed by MN Statute §349.166.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** DuWayne Konewko, Parks and Recreation Director  
Lori Resendiz, Fitness Supervisor

**DATE:** March 9, 2015

**SUBJECT:** Approval of Contract Partnership Agreement between the City of Maplewood and Cherrywood Pointe

### Introduction

The council will consider a “partnership” contract between Cherrywood Pointe and the City of Maplewood (MCC). The annual contract amount is \$9,900 with the option of purchasing additional MCC classes.

### Background/Discussion

The Maplewood Community Center and Cherrywood Pointe, located in Roseville, have identified an opportunity to forge an alliance or “partnership” in order to better serve the respective members of their communities. This is the second such contract in 2015 where MCC staff is **providing quality on-site customized health and wellness programs** which serve to empower residents/ individuals in the community to live richer and fuller lives.

Through this partnership, the MCC will provide the following services to Cherrywood Pointe:

- Two introductory classes;
- 4/45 minute fitness classes delivered on-site per week by certified instructors;
- Option to expand the number of classes and services provided to the residents;
- Option to deliver customized on-site fitness classes to Memory Care residents;
- Option to deliver customized on-site fitness classes to staff members;
- Preparation and printing of communication handouts describing the MCC fitness program;
- Attendance tracking and program feedback to management.

### Budget Impact

There is no impact on the MCC budget.

### Timeline

The partnership contract between the City of Maplewood and Cherrywood Pointe is estimated to launch on April 1, 2015 and extend for a period of 12 months thereafter. Attached is a copy of the Cherrywood Pointe Corporate Services Proposal and the Independent Consultant Services

Agreement for your review. City Attorney, Mr. Alan Kantrud has reviewed and approved the agreement.

**Recommendation**

Staff recommends that the City Council approve the contract partnership agreement between the City of Maplewood (MCC) and Cherrywood Pointe and further authorize the City Manager to enter into said contract.

**Attachments**

1. Cherrywood Pointe Corporate Services Proposal
2. Independent Consultant Services Agreement

# Cherrywood Pointe Corporate Services Proposal

*Enhance the Quality of Life for Cherrywood Pointe Residents*



## BACKGROUND

Cherrywood Pointe holds the distinction of providing inspired choices for senior living. Their residents enjoy a family atmosphere, retaining as much control as possible over every aspect of their lives. Care is taken to protect and support the physical, social, intellectual and emotional wellbeing of residents. Highly trained and dedicated staff strive to meet the needs of residents by offering a variety of dining, social and physical fitness options.

Because Cherrywood Pointe is also committed to maximizing value for their residents they seek out the most cost effective resources. To this end, they have requested a proposal from the Maplewood Community Center (MCC) to provide quality on-site fitness training that is customized to the needs of residents.

### **Challenge:**

Cherrywood Pointe wants to improve the quality, consistency, participation and positive results from the on-site fitness training provided to residents while maximizing value.

### **Challenge:**

Cherrywood Pointe also wants the ability to offer staff members an opportunity to participate in quality on-site fitness classes.

### **Solution:**

MCC, which has consistently been voted the Best in Fitness Centers, is proposing an on-site fitness program that includes four 45 minute fitness classes per week to be delivered to residents for an annual fee.

MCC is also proposing options to increase the number of classes to be delivered to residents, as well as staff for an additional fee.

A partial list of clients MCC serves include such well known organizations as 3M, Health Partners, MERSC, HealthEast, Ramsey County, MN DOT, School District 622 and Ecumen Seasons of Maplewood.

*\*Cherrywood Pointe chose MCC because of their reputation for providing quality fitness programs, delivered by certified instructors that can be adapted to fit the physical limitations of participants without adding excessive cost.*

## Services Included in Proposal...

- Two introductory classes
- 4/45 minute fitness classes delivered on-site per week by certified instructors
- Option to expand the number of classes and services provided to residents
- Option to deliver customized on-site fitness classes to Memory Care residents
- Option to deliver customized on-site fitness classes to staff members
- Preparation and printing of communication handouts describing the MCC fitness program
- Attendance tracking and program feedback to management

**\$9,900 Annual Contract**  
**\$47.50 for each additional class**

### Additional MCC Fitness Services A La Carte...

- Personal Fitness Training for Staff or Residents                      \$     35.00/30-minutes – 60.00/60 minute

### A La Carte Services (call for quote)

- Advertising in Maplewood Magazine
- Vendor Table at MCC Senior EXPO
- Sponsorship of MCC Events
- Banquets and Meeting Room Rentals
- Special Classes – “Managing Chronic Pain”
- On-site Fitness Assessments
- Monthly/Quarterly Wellness Challenges
- Chair Massage

## INDEPENDENT CONSULTANT SERVICES AGREEMENT

The agreement ("Agreement") is made by and between The City of Maplewood, a Minnesota Public Entity ("CITY OF MAPLEWOOD"), and Cherrywood Pointe, an individual business entity ("Consultant") and is effective as of April 1, 2015 ("Effective Date").

1. **ENGAGEMENT OF SERVICES.** Herein is a description of the services to be provided by Consultant pursuant to the terms of the Agreement ("Consulting Services"). Consultant hereby agrees to utilize best efforts in performing the following Consulting Services:

Consultant will be organizing and administering its Executive Health and Wellness Program pursuant to the program outlined on Exhibit A attached hereto and incorporated herein.

2. **COMPENSATION.**

City shall be compensated pursuant to Exhibit A as well.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Consultant's relationship with the City of Maplewood is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant will not be entitled to any of the benefits that CITY OF MAPLEWOOD may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits. Consultant is not authorized to make any representation, contract or commitment on behalf of CITY OF MAPLEWOOD unless specifically requested or authorized in writing to do so by a CITY OF MAPLEWOOD manager. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under the Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under the Agreement. No part of Consultant's compensation will be subject to payroll taxes. CITY OF MAPLEWOOD will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service.

4. **CONFIDENTIAL INFORMATION.**

4.1. **Definition of Confidential Information.** "Confidential Information" as used in the Agreement shall mean any and all technical and non-technical information and proprietary information, including without limitation, techniques, sketches, drawings, models, Intellectual Property, apparatus, equipment, algorithms, software programs and software source code documents, related to the current, future and proposed products and services of CITY OF MAPLEWOOD, its suppliers and customers, CITY OF MAPLEWOOD's information concerning research, experimental work, development, design details and specifications, engineering information, financial information, procurement requirements, purchasing and manufacturing information,

customer lists, business forecasts, sales and merchandising and marketing plans and information.

4.1.b. **Nondisclosure and Nonuse Obligations.** Consultant will use the Confidential Information solely to perform Consulting Services for the benefit of CITY OF MAPLEWOOD. Consultant agrees that it shall treat all Confidential Information of CITY OF MAPLEWOOD with the same degree of care as it accords to its own Confidential Information, and Consultant represents that it exercises reasonable care to protect its own Confidential Information, and Consultant represents that it exercises reasonable care to protect its own Confidential Information. If Consultant is not an individual, Consultant agrees that it shall disclose Confidential Information only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment, or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of the Agreement. Consultant agrees not to communicate any information to CITY OF MAPLEWOOD in violation of the Proprietary rights of any third party. Consultant will immediately give notice to CITY OF MAPLEWOOD of any unauthorized use or disclosure of the Confidential Information. Consultant agrees to assist CITY OF MAPLEWOOD in remedying any such unauthorized use or disclosure of the Confidential Information.

4.1.c. **Exclusions from Nondisclosure Obligations.** Consultant's obligations under Paragraph 4.2(b)("Nondisclosure") with respect to Confidential Information shall terminate when Consultant can document that: (a) the information was in the public domain at or subsequent to the time it was communicated to Consultant by the disclosing party through no fault of Consultant; (b) the information was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time it was communicated to Consultant by the disclosing party; or (c) the information was developed by employees or agents of Consultant independently of and without reference to any information communicated to Consultant by the disclosing party. If Consultant is required to disclose the Confidential Information in response to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under the Agreement, Consultant agrees to provide CITY OF MAPLEWOOD with prompt written notice so as to provide CITY OF MAPLEWOOD with a reasonable opportunity to protect such Confidential Information.

4.1.d. **Disclosure of Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

4.2. **RETURN OF CITY OF MAPLEWOOD'S PROPERTY.** All materials (including, without limitation, content articles, documents, drawings, models, apparatus, sketches, and lists) furnished to Consultant by CITY OF MAPLEWOOD, whether delivered to Consultant by CITY OF MAPLEWOOD or made by Consultant in the performance of services under the Agreement (collectively referred to as the "CITY OF MAPLEWOOD Property") are the sole and exclusive property of CITY OF MAPLEWOOD and/or its suppliers or customers. Consultant agrees to

keep all CITY OF MAPLEWOOD property at CITY OF MAPLEWOOD'S premises unless otherwise permitted in writing by CITY OF MAPLEWOOD. Consultant agrees to promptly deliver the original and any copies of the CITY OF MAPLEWOOD Property to CITY OF MAPLEWOOD at any time upon CITY OF MAPLEWOOD's request. Upon termination of the Agreement by either party for any reason, Consultant agrees to promptly deliver to CITY OF MAPLEWOOD or destroy, at CITY OF MAPLEWOOD's option, the original and any copies of the CITY OF MAPLEWOOD Property. Within five (5) days after the termination of the Agreement, Consultant agrees to certify in writing that Consultant has so returned or destroyed all such CITY OF MAPLEWOOD Property.

4.3 **OBSERVANCE OF CITY OF MAPLEWOOD RULES.** At all times while on CITY OF MAPLEWOOD premises, Consultant will observe CITY OF MAPLEWOOD'S rules and regulations with respect to conduct, health and safety and protection of persons and property.

4.4. **NO CONFLICT OF INTEREST.** During the term of the Agreement, Consultant will not accept work, enter into a contract, or accept any obligation, inconsistent or incompatible with Consultant's obligations, or the scope of services rendered for CITY OF MAPLEWOOD, under the Agreement. Consultant warrants that, to the best of its knowledge, there is no other contract or duty on Consultant's part, which conflicts with or is inconsistent with the Agreement. Consultant agrees to indemnify CITY OF MAPLEWOOD from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

5. **TERM AND TERMINATION.**

5.1. **TERM.** The Agreement is effective as of the Effective Date set forth below.

5.2. **TERMINATION.** Either party may terminate the Agreement, with or without cause, at any time upon fifteen (30) days' prior written notice to the other party.

6. **SUCCESSOR AND ASSIGNS.** Consultant may not assign the Agreement or subcontract or otherwise delegate its obligations under the Agreement without CITY OF MAPLEWOOD'S prior written consent. Subject to the foregoing, the Agreement will be for the benefit of CITY OF MAPLEWOOD'S successors and assigns, and will be binding on Consultant's assignees.

7. **CONSEQUENTIAL DAMAGES.** Neither party will be liable to the other for any consequential, special or incidental.

8. **NOTICES.** Any notice required or permitted by the Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification

of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

- 9. **GOVERNING LAW.** The Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Minnesota, excluding Minnesota's conflict of law provisions.
- 10. **SEVERABILITY.** Should any provisions at the Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby.
- 11. **WAIVER.** The waiver by **CITY OF MAPLEWOOD** of a breach of any provision of the Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.
- 12. **INJUNCTIVE RELIEF FOR BREACH.** Consultant's obligations under the Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to **CITY OF MAPLEWOOD** or which there will be no adequate remedy at law; and, in the event of such breach, **CITY OF MAPLEWOOD** will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).
- 13. **ENTIRE AGREEMENT.** The Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of the Agreement will govern all Project Assignments and services undertaken by Consultant for **CITY OF MAPLEWOOD**. The Agreement will govern all aspects of the Program as laid out in Exhibit A and services offered by Consultant through the **CITY OF MAPLEWOOD**. The Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above.

\_\_\_\_\_  
 City of Maplewood/Date  
 Melinda Coleman  
 City Manager

\_\_\_\_\_  
 Cherrywood Pointe/Date  
 Barbara MeKenye  
 Executive Director

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

Cherrywood Pointe  
 2996 Cleveland Ave. North  
 Roseville, MN. 55113

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Chris Swanson, Environmental Specialist  
Shann Finwall, AICP, Environmental Planner

**DATE:** March 3, 2015

**SUBJECT:** Approval of the 2015 Spring Clean Up (April 18)

**Introduction**

The 2015 Spring Clean Up is scheduled for Saturday, April 18, 2015, from 8 a.m. to 1 p.m. at Aldrich Arena (1850 White Bear Avenue). The event allows residents to dispose of bulky items and household hazardous waste. It also offers an opportunity for the City to recycle or reuse items that might end up in the waste stream.

**Background****Items Accepted**

Items accepted at the Spring Clean Up include miscellaneous junk, construction debris, bulky metals, tires, appliances, electronics, furniture (including mattresses), carpet, bicycles, household hazardous waste, and unused or unwanted prescription medicine.

Reuse and recycling of materials is a big component of the City's clean up events. During the Spring Clean Up several nonprofit and recycling companies will be accepting materials at no or minimal cost to the City including Goodwill (gently used furniture and household items for reuse), The Small Engine Doctors (small engines to be refurbished), Re-Cycle (bicycles to be refurbished), Bro-Tex (carpet to be recycled), Momentum - formally Project for Pride in Living (mattresses to be recycled).

For the third year the Maplewood Police Department will be collecting unwanted or unused medicine from residents for disposal at the Ramsey County Sheriff's Office. Items accepted include pills, capsules, gel packs, IVs, inhalers, creams, and other items.

Ramsey County's Household Hazardous Waste collection program will take place during the event. Ramsey County will accept oil, paint, antifreeze, fluorescent bulbs, and other hazardous household chemicals free of charge.

As part of the event, Maplewood will sponsor a food drive. Residents can drop off nonperishable food and cash donations at the event's entry gate. All donations will go to Second Harvest Heartland Food Bank.

New this year, the City will offer paper shredding and car seat collection. Residents can bring confidential papers to the event for shredding and recycling by First Shred free of charge. The City is partnering with Regions Hospital Car Seat Program. During the event a representative

from Regions will accept used car seats from resident. The car seats will be inspected for safety and redistributed to needy parents or caregivers in our community. Car seats that don't pass the safety inspection will be recycled or disposed of as part of the event.

### **Fall Clean Up Campaign**

The third annual Fall Clean Up Campaign is tentatively scheduled for the first full two weeks in October 2015. The event will allow residents to schedule curbside pickup of bulky items from the City's trash hauling contractor at a reduced rate.

### **Budget Impact**

The attached 2015 Spring Clean Up flyer includes pricing for the event. Residents will pay approximately 40 percent of the cost to dispose of the items, with the City subsidizing 60 percent (an average of \$9,000 per event). Costs associated with the Spring Clean Up are funded by the City's Recycling Program budget.

### **Recommendation**

Approve the 2015 Spring Clean Up scheduled for Saturday, April 18, 2015, from 8 a.m. to 1 p.m. at Aldrich Arena (1850 White Bear Avenue).

### **Attachment**

1. 2015 Spring Clean Up Flyer

**Maplewood Spring Clean Up**  
**Saturday, April 18, 2015**  
**8 a.m. to 1 p.m.**  
**Aldrich Arena, 1850 White Bear Avenue**

**Items Accepted:** Miscellaneous junk, construction debris, bulky metals, tires, appliances, electronics, furniture (including mattresses), carpet, bicycles, car seats, and other assorted items for free or a small fee (see fee schedule below). Payment can be made via cash or check.

- **Household Hazardous Waste:** Ramsey County will be collecting household hazardous waste (HHW) like paint, chemicals, oil, and other household items free of charge at the event. For more information on items collected and additional HHW hours and drop off sites visit [RamseyAtoZ.com](http://RamseyAtoZ.com).
- **Unwanted Medicine:** Residents can dispose of medicine for free at the event. The Maplewood Police Department will be in attendance to collect items such as pills, capsules, gel packs, IVs, inhalers, creams, and other items. Used needles, syringes, or lancets will not be accepted at the event but can be disposed of at the Ramsey County Sheriff's year-round drop off site. For a complete list of medicine accepted and information on the drop off sites visit [RamseyAtoZ.com](http://RamseyAtoZ.com).
- **Paper Shredding:** Protect your identity and credit by shredding private documents. Residents can bring sensitive documents (old bank accounts, credit card statements, old medical records, etc.) and have the documents shredded for free.
- **Car Seats:** Children's car seats will be collected for free during the Spring Clean Up by a representative from Regions Hospital. The car seats will be inspected for safety and redistributed to needy parents/caregivers. The donor of the car seat must verify that the car seat has never been in a crash.
- **Second Harvest Heartland Food Drive:** Residents are encouraged to make a nonperishable food or cash donation at the entry gate to the event. These donations support Second Harvest Heartland, a local food shelf ([www.2harvest.org](http://www.2harvest.org)).

**Items Not Accepted:** Leaves, branches, and other yard waste will not be accepted at the event. Please contact Republic Services, the City's contracted trash and yard waste hauler, at 651.455.8634 to set up yard waste service or dispose yard waste at one of Ramsey County's yard waste sites ([RamseyAtoZ.com](http://RamseyAtoZ.com)).

**Type of Load and Fee**

- Vehicle Loads
  - Pick-Up Truck \$15.00
  - 4' x 8' Trailer \$20.00
  - Car \$10.00
  - Mini Van \$15.00
- Bulky Items\*
  - Appliances\*\* \$15.00
  - Electronics (w/screen) \$10.00
  - Car Tires \$5.00
  - Furniture Which Cannot Be Reused \$10.00

\* Cannot Be Reused (couches, mattresses, chairs)

\* Bulky item charge in addition to load charge.

\*\* Appliances with ammonia subject to increased charge.

**Additional Materials Collected at No Charge**

- Furniture Which Can Be Reused (lightly used) Goodwill – ([www.goodwill.org](http://www.goodwill.org))
- Bicycles (any condition) - Re-Cycle ([www.re-cycle.com](http://www.re-cycle.com))
- Carpet (dry carpet and foam padding, maximum 6-foot wide roll) – Bro-Tex ([www.brotex.com/carpetrecycling](http://www.brotex.com/carpetrecycling))
- Small Engines (lawn mower, snow blower, etc., any condition) – Small Engine Doctors
- Household Hazardous Waste – Ramsey County ([RamseyAtoZ.com](http://RamseyAtoZ.com))

**Information:**

- Chris Swanson, Environmental Technician , at 651.249.2305 or [chris.swanson@ci.maplewood.mn.us](mailto:chris.swanson@ci.maplewood.mn.us)
- Maplewood Spring Clean Up Webpage, [www.ci.maplewood.mn.us/cleanups](http://www.ci.maplewood.mn.us/cleanups)



**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Shann Finwall, AICP, Environmental Planner  
**DATE:** March 3, 2015  
**SUBJECT:** Approval of Waterfest Sponsorship

**Introduction**

[Waterfest](#) is a celebration of our clean lakes and offers outdoor fun and opportunities for hands-on learning about water quality, wildlife, and special ecological features of our watershed. This year Waterfest is scheduled for Saturday, May 30, 2015, from 11 a.m. to 4 p.m. at Lake Phalen in St. Paul. The [Ramsey-Washington Metro Watershed District](#) (RWMWD) has hosted the event since 2000. The theme for this year's event is *A Water Wonderland*. The City of Maplewood sponsors the event each year, and hosts educational booths and displays that highlight Maplewood's sustainability initiatives.

RWMWD is requesting Maplewood's sponsorship again this year, increasing our donation from \$850 to \$1,000 as a Platinum Level Sponsor (refer to RWMWD letter attached). This sponsorship helps support the community celebration and zero waste event, and assists the City in achieving its educational requirements for our Municipal Separate Storm Sewer Systems (MS4) permit.

**Budget Impact**

The \$1,000 Waterfest sponsorship will come from the Environmental Utility Fee (EUF) fund and will assist the City in achieving its educational requirements for our Municipal Separate Storm Sewer Systems (MS4) permit.

**Recommendation**

Approve the Waterfest Sponsorship in the amount of \$1,000. This sponsorship will help support the Ramsey-Washington Metro Watershed District's Waterfest event scheduled for May 30, 2015, at Lake Phalen in St. Paul.

**Attachments**

1. Ramsey-Washington Metro Watershed District's January 5, 2015, Correspondence



**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Thompson, City Engineer/Director of Public Works  
**DATE:** March 3, 2015  
**SUBJECT:** Approval of Resolution Supporting State Funding for City Streets

**Introduction**

The City Council will consider approving a resolution supporting state funding to help fund city streets.

**Background / Discussion**

The League of Minnesota Cities Board of Directors on February 19, 2015 adopted a resolution demonstrating support for new dedicated state funding for city streets. The resolution, which is aimed at formalizing a directive enacted by the Board in January, supports “an omnibus transportation funding bill that provides additional dedicated state funding for city streets including funding that can be used for non-MSA (Municipal State Aid) city street maintenance, construction and reconstruction.”

The resolution will be presented to legislators, Governor Mark Dayton and other stakeholders. Cities are asked to adopt a similar resolution if they support such an approach thus the resolution is being presented for consideration.

State funding towards local roads is of interest to many communities as increasing demands on local roadways require increasing investment typically from local tax levies or special assessments. 108 of the City’s 135 miles of local roads do not qualify for state funding. This leaves a large percentage of Maplewood’s local roads ineligible to receive dedicated Highway User Tax Distribution Fund dollars. The City must take a balanced approach and this resolution expresses that sentiment.

**Budget Impact**

No budget impacts to the City.

**Recommendation**

It is recommended that the City Council adopt the attached Resolution Supporting State Funding for City Streets.

**Attachment**

1. Resolution

## **RESOLUTION SUPPORTING DEDICATED STATE FUNDING FOR CITY STREETS**

**WHEREAS**, Minnesota contains over 141,000 miles of roadway, and over 22,500 miles—or 16 percent—are owned and maintained by Minnesota’s 852 cities; and

**WHEREAS**, almost 85 percent of municipal streets are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

**WHEREAS**, the more than 700 Minnesota cities with populations below 5,000 are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

**WHEREAS**, city streets are a separate but integral piece of the network of roads supporting movement of people and goods; and

**WHEREAS**, existing funding mechanisms, such as Municipal State Aid (MSA), property taxes and special assessments, have limited applications, leaving cities under-equipped to address growing needs; and

**WHEREAS**, city cost participation in state and county highway projects diverts resources from city-owned streets; and

**WHEREAS**, maintenance costs increase as road systems age, and no city—large or small—is spending enough on roadway capital improvements to maintain a 50-year lifecycle; and

**WHEREAS**, for every one dollar spent on maintenance, a road authority—and therefore taxpayers—save seven dollars in repairs; and

**WHEREAS**, cities need greater resources, including an additional dedicated state funding source for transportation, and flexible policies in order to meet growing demands for street improvements and maintenance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MAPLEWOOD** that the City of Maplewood supports an omnibus transportation funding bill that provides additional dedicated state funding for city streets including funding that can be used for non-MSA city street maintenance, construction and reconstruction.

**ADOPTED** by the City of Maplewood this 9<sup>th</sup> day of March, 2015.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**C:** Gayle Bauman, Finance Director  
**FROM:** Steve Lukin, Fire Chief  
**DATE:** March 2, 2015  
**SUBJECT:** Approval to Dispose of Fire Department Vehicles and Miscellaneous Equipment

**Introduction**

With the closing of three of our fire stations, the following fire department vehicles will no longer be needed: 1994 ambulance, 1990 Ford fire truck, 1984 Ford fire truck, 1989 Ford fire truck, 2003 Dodge Durango, 1998 Ford ambulance and miscellaneous equipment that has little or no value.

All of these items will be disposed of per city policy and if junked they will be recycled in the appropriate manner. All vehicles and miscellaneous equipment will be offered to other fire departments first and if not sold, they will go to auction.

**Recommendation**

I recommend that the city council approve the disposal of the fire department vehicles and miscellaneous equipment.

**Attachments**

None

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Mychal Fowlds, IT Director  
**DATE:** March 3, 2015  
**SUBJECT:** **Update on Removal/Sale of Unneeded Office Furniture**

**Introduction**

This is an update on the item previously taken to Council on February 23, 2015 as "Approval of Resolution Supporting Disposal of Old Office Furniture" that was tabled.

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 originally requested removal through disposal/recycling. Staff has reviewed our options and will now be selling the items via public auction.

**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 many other options, staff requested to move forward with recycling any materials that could be recycled and dispose of any items that would be left. Staff heard the concerns of the City Council at the February 23, 2015 City Council meeting regarding the lack of cataloging of items and the hope that we could repurpose at least some of the pieces. Staff discussed this and feel that auctioning off the contents of the trailers at the Spring City auction will be the best option. Any items sold will then be repurposed/reused and anything unsold will then be recycled. Staff spoke with Tennis Sanitation and they will be more than able to help us remove any items that go unsold.

**Budget Impact**

There will be a cost for renting the trailers until the Spring auction but it will be offset by the proceeds from any sales at the auction.

**Recommendation**

No action is needed. The proposed plan spelled out above meets the City's requirements for disposal of City assets.

**Attachments**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** DuWayne Konewko, Parks and Recreation Director

**SUBJECT:** Approval of Contract Partnership Agreement between the City of Maplewood and the YMCA

**DATE:** March 9, 2015

### Introduction

Staff discussed the details of the proposed City of Maplewood and YMCA partnership agreement with the City Council at the February 23, 2015 Council Workshop (the information presented and discussed with council is included in this staff report). Mr. Shane Hoefer, Executive Director of the White Bear Area YMCA and the White Bear Lake Area Schools YMCA Aquatic Center, was also present and responded to questions from the council. As discussed at the council workshop, this agreement speaks to a long-term vision in which the City and the YMCA will work **collaboratively** to develop a strategic vision moving forward for the Maplewood Community Center (MCC).

Staff is requesting approval of the Contract Partnership Agreement (Agreement) between the City of Maplewood and the YMCA. The Agreement requires the YMCA to manage the Aquatic Center and related programming. It also includes a provision whereby the YMCA, through a YMCA Branch Manager, will work directly with staff in the day-to-day operations of the MCC. The YMCA will also be working with staff to develop a marketing campaign including fitness, membership, banquet area, and other programming activities at the MCC. Attached is a copy of the proposed Agreement for council's review. City Attorney, Mr. Alan Kantrud, has reviewed the agreement. The YMCA's Board of Directors has also approved the Agreement pending Council approval.

### Background

Staff feels that this partnership represents an exciting opportunity for the City of Maplewood on many levels, including:

1. The YMCA shares Maplewood Parks and Recreation's mission of creating strong families and communities through youth development, programming, and recreational opportunities;
2. The YMCA partnership will help support the City's initiatives regarding Integrated Youth Development;
3. The YMCA has an impressive track record of creating powerful collaborative partnerships with cities, schools, and other community organizations. By working with the YMCA, Maplewood Parks and Recreation will be able to leverage the Y's extensive community connection experience and their decades of expertise in recreational facility management and resources;

4. The City of Maplewood is working to better connect with the growing diversity of the community including area businesses. Active collaboration with the YMCA will help the City more effectively reach out to diverse community members and businesses.
5. A collaborative partnership with the YMCA is the most effective way to continue to offer and expand upon our recreational opportunities and continue to be mindful of the tax burden on Maplewood residents and businesses.

In addition, staff is working to create a sustainable business model for the MCC that will allow the facility to remain open and operational in the coming years. We recognize that, in order to accomplish this, operational changes must be made. Each and every MCC program area will be thoroughly evaluated for purpose and effectiveness. Resulting changes will impact existing MCC jobs. Staff presented and discussed the proposed partnership agreement with the YMCA at the January Parks and Recreation Commission meeting.

The framework for the partnership agreement between the City and the YMCA is as follows:

- YMCA will manage the MCC Aquatic Center;
- YMCA will manage the two City Beach contracts;
- YMCA will conduct swimming lessons;
- YMCA will support staff with the overall management of the MCC;
- YMCA will support staff with development of marketing strategies for the MCC.

The Agreement is for a three year period beginning on April 1, 2015 and concluding on March 31, 2018. The City and the YMCA may terminate the Agreement with or without cause by providing written notice by February 28, 2016 and February 28, 2017 for the upcoming year.

Current MCC lifeguard staff will be given first priority to continue working at the MCC and beaches as YMCA employees. MCC staff will be required to interview, pass a criminal background test, demonstrate competencies of YMCA lifeguards, and possess valid certifications in order to be hired as a YMCA employee. This hiring process is very similar to the City's with regard to hiring lifeguards.

### **Budget Impact**

The proposed fees and revenue sharing components (per year) of the Agreement are as follows:

- YMCA base fee for managing and operating the MCC Aquatic Center is \$157,500 (first year fee is \$150,000) due to the aquatic center operating only eleven months;
- YMCA fee for managing the City of Maplewood's Beach Contracts is \$30,000;
- YMCA fee for marketing and management services is \$70,150 (first year fee is \$75,996 due to start date of April 1, 2015);
- YMCA fees are subject to a 2% increase for an inflation adjustment for years 2 and 3 of the contract;
- City retains all revenue from beach contracts and pool rentals, approximately \$46,000 and \$9,500 respectively;

- City shall be paid 25% of participant fee revenue collected from swimming lessons with a minimum guarantee of \$25,000 for each year of contract – first year goal is \$39,000;
- YMCA shall pay an annual maintenance fee of \$5,000 for first year of contract, \$6,000 for second year and \$7,000 for the third year.

The proposed agreement with the YMCA will hopefully be revenue neutral (-\$15k to +\$15k). However, it is anticipated that the City will benefit from this partnership in the coming years as the two entities work together to develop a strategic vision to continue to “move” the MCC forward.

### **Recommendation**

Staff recommends that the City Council approve the Contract Partnership Agreement between the City of Maplewood and the YMCA. The YMCA agrees to manage the Aquatic Center and related programming, work directly with staff on marketing the MCC, and support staff with the overall management of the MCC.

### **Attachments**

1. Contract Partnership Agreement between the City of Maplewood and the YMCA – Agreement.

## AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Young Men's Christian Association of the Greater Twin Cities, a non-profit corporation, and the City of Maplewood. Young Men's Christian Association of the Greater Twin Cities, with its headquarters at 2125 E. Hennepin Ave., Minneapolis, Minnesota, 55413, will hereinafter be referred to as the "YMCA". The City of Maplewood, with its headquarters at City Hall, 1830 County Road B E, Maplewood, Minnesota, 55109, will hereinafter be referred to as the "City".

**WHEREAS**, the City owns and operates the Maplewood Community Center located at 2100 White Bear Avenue in Maplewood, Minnesota 55109, which will hereinafter be referred to as "MCC" and the YMCA owns and operates White Bear Area branch YMCA, located at 2100 Orchard Lane, White Bear Lake, Minnesota, 55110;

**WHEREAS**, the City desires to work with the YMCA to create a vision for future operations and support of the mission of the MCC;

**WHEREAS**, the City desires to support the YMCA through its vision to serve relentlessly with the community until all can thrive in each stage of life; and

**WHEREAS**, the City and the YMCA have negotiated an agreement for the direct operation of the Aquatic Center, which consists of the room housing the swimming pools at the MCC, and related programming and to support City staff in the overall management of the MCC.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, it is agreed by the parties hereto as follows:

1. **THE SCOPE** of this Agreement shall include:
  - A. **ON SITE AQUATICS AT MCC.** The YMCA will assume direct operational leadership and supervision of the MCC Aquatic Center, swimming lessons held there, and all related aquatic operations conducted at the MCC, excluding group-rentals of the pool/aquatics area.
  - B. **OFF SITE AQUATICS OPERATED BY MCC.** YMCA will fulfill MCC's contractual obligations to provide lifeguarding services at Silver Lake Beach, 2601 19<sup>th</sup> Ave. E., North St. Paul, Minnesota, 55109, and at Mahtomedi Beach, 600 Stillwater Road, Mahtomedi, Minnesota, 55115. The City agrees not to amend these contracts without the YMCA's consent. Additionally, the City currently has an aquatics-specific Joint Powers Agreement with Independent School District No. 622 which is not included in the scope of this Agreement.
  - C. **MANAGEMENT SERVICES AT MCC.** The YMCA will support staff with the responsibility for overall management of the MCC as described in Exhibit A, working in coordination with the City's Parks and Recreation Director.
  - D. **MARKETING SUPPORT FOR MCC.** Through the management position provided by the YMCA as described in Section 1C and Exhibit A, the YMCA will provide

MCC-specific marketing recommendations to the City's Parks and Recreation Director. The City agrees to assign 20% of a FTE administrative position to create marketing deliverables and to provide for a \$35,000 annual budget. This arrangement is further described in Exhibit B.

2. **YMCA OPERATIONS** will include the direct employment of aquatics staff, the ability to set standards relating to aquatics operations, and control over the branding and pricing of swimming lessons in consultation with the City's Parks and Recreation Director.
  - A. **GENERAL AQUATICS.** Through this Agreement, the YMCA shall be responsible for the direct employment of a full time exempt aquatics supervisor and all aquatics staff, such as lifeguards and swimming lesson instructors at the MCC and the beaches referenced in Sections 1A and 1B. All aquatic employees will be identified as YMCA staff.
  - B. **BRANDING.** The MCC Aquatic Center will be branded with YMCA signage and logos identified and supplied by the YMCA. Swimming lessons conducted at the MCC will also be branded by the YMCA and known as "YMCA Swim Academy." Branded elements will be removed by the YMCA at the termination of this agreement.
  - C. **SUPPLIES & EQUIPMENT.** The YMCA will be responsible for purchasing: supplies and equipment used by pool users, lifeguards and swimming instructors including staff uniforms, rescue tubes, kick boards, recreational noodles, and similar items. The City will be responsible for purchasing: first aid supplies, chemicals necessary for pool operation or maintenance, engineering supplies, mechanical parts, custodial supplies, deck equipment such as lifeguard chairs, lounges, or member/user amenities, or equipment required for the general maintenance, operations, and engineering systems of the aquatic center.
  - D. **AQUATIC STANDARDS & CERTIFICATIONS.** The YMCA will identify and describe its standard operating procedures for aquatics operations and maintains the right to identify and select these criteria as they relate to aquatics operations, including certifications for lifeguards, swimming instructors, and any other staff directly supervised by the YMCA. The YMCA will assume all costs associated with training and certification of all lifeguards.
  - E. **AQUATIC SWIM LESSON PRICING, REGISTRATIONS, AND RENTALS.** YMCA will identify pricing for swim lessons in consultation with City's Parks and Recreation Director. Initial prices will be \$64 for MCC members and \$79 for non-members, using a pro-rated daily rate to determine fees for non-standard session lengths. All registrations will be processed by MCC staff and made available to the YMCA for auditing purposes. MCC staff will work with YMCA Aquatic staff regarding scheduling of pool rentals.
  - F. **HIRING OF AQUATIC STAFF.** As it hires staff for the MCC Aquatic Center and beaches, YMCA will provide first priority to currently employed MCC lifeguards who wish to continue working at the MCC as YMCA employees. MCC lifeguards will be given first priority in an interview process and may be hired at YMCA wages provided they satisfy YMCA hiring standards, such as passing a YMCA criminal background check, demonstrating competencies required of

lifeguards by the YMCA, and possessing valid certifications identified by the YMCA. YMCA retains the right to not hire current MCC lifeguards if they fail to satisfy YMCA hiring standards.

3. **MCC RULES AND REGULATIONS.** The YMCA, in conjunction with the MCC, shall have the responsibility for drafting rules and regulations for the use in the MCC aquatic center. These rules and regulations shall be posted in appropriate places throughout the MCC. The YMCA shall have the power to enforce these rules and regulations, and in the event of an emergency, YMCA personnel reserve the right to unilaterally direct all people within the MCC aquatic center according to YMCA protocol. However, if the MCC aquatic center is being used for City or MCC purposes not described within this Agreement, the City shall have the primary responsibility for enforcing and agrees to enforce the rules and regulations for the MCC and agrees to educate those participating in or observing the programs of the importance and necessity of complying with the rules and regulations.
4. **SCHEDULING OF AQUATIC CENTER.** The YMCA and the City shall meet not less than quarterly, and upon request of either party, to establish pool schedules for use of the MCC aquatics center.
5. **TERM.** Both the City and the YMCA may terminate the Agreement with or without cause effective April 30, 2016 by providing written notice by Feb. 28, 2016 to terminate the Agreement. Both the City and the YMCA may terminate the Agreement with or without cause effective April 30, 2017 by providing written notice by Feb. 28, 2017 to terminate the Agreement.
6. **REVENUE SHARING AND FEES.** Operational fees paid to the YMCA by the City for the purposes of this Agreement, and revenue shared between the organizations, shall be as follows:

**See Exhibit C**

7. **Operations and Maintenance.** The City shall operate and maintain the MCC in a safe and proper manner and in conformance with all Minnesota laws and rules related to public pools. The City shall be responsible for providing safe, clean and sanitary conditions in and about the MCC. The City shall be responsible for all maintenance of the exterior and interior of the MCC, including, but not limited to, landscaping, parking lots, sidewalks, the roof, the pool, the mechanical and electrical components of the MCC, the HVAC system, signs, lighting, water filtration, heating and cooling, and plumbing. The City shall be responsible for any contracts for furnishing electricity, gas, fuel, water, telephones, computer service, window cleaning, snow and ice removal, lawn maintenance, trash or rubbish hauling or any other services the City deems necessary or required to operate and maintain the MCC. The City shall pay or cause to be paid all MCC financing indebtedness, real estate and property taxes, and other ownership and operational expenses for the MCC. The City shall obtain insurance that may be necessary to insure the interests of the City and the YMCA in the operation and use of the MCC and shall maintain property insurance for the full replacement value of the MCC. The City and the YMCA shall require criminal history background checks for all employees employed by the City or the YMCA to perform operations services at the MCC.

## 8. Indemnity and Insurance.

- a. **YMCA to City:** To the extent permitted by law, the YMCA shall indemnify and defend the City and its employees, agents and contractors, and save them harmless from and against all claims, losses or liabilities arising out of damage to property of, or injury to, any third parties or the City, including the City's employees, agents and contractors, occasioned by or caused in connection with the acts or omissions of the YMCA or the YMCA's employees, agents and contractors, and all costs, fees and reasonable attorneys' fees, including in-house or staff attorneys' fees, incurred in connection therewith. The YMCA shall include the City as an additional insured on any policies of liability insurance carried by the YMCA relating to the MCC. Furthermore, all policies of liability insurance maintained by the YMCA shall contain a waiver of subrogation as to the City and shall be at limits no less than the liability limits of the City's liability insurance. The YMCA shall provide certificates of insurance to the City evidencing all insurance coverages required pursuant to this Agreement on an annual basis.
  - b. **City to YMCA:** To the extent permitted by law, the City shall indemnify and defend the YMCA and its employees, agents and contractors and save them harmless from and against all claims, losses or liabilities arising out of damage to property of, or injury to, any third parties or the YMCA, including YMCA employees, agents and contractors, occasioned by or caused in connection with the acts or omissions of the City or the City's employees, agents, and contractors, and all costs, fees and reasonable attorneys' fees, including in-house or staff attorneys' fees, incurred in connection with the City's use of the MCC. The City shall include the YMCA as an additional insured on any policies of liability insurance carried by the City relating to the MCC. All policies of liability insurance maintained by the City shall contain a waiver of subrogation as to the YMCA. The City shall provide certificates of insurance to the YMCA evidencing all insurance coverages required pursuant to this Agreement on an annual basis.
9. **Dispute Resolution Procedure:** All disputes arising between the parties involving the interpretation or application of the terms and conditions of this Agreement, including, but not limited to, any alleged breach and the rights and obligations of the parties, both monetary and non-monetary, shall be subject to the dispute resolution procedure set forth herein.
- a. **Informal Meeting:** The first stage of dispute resolution shall be an informal meeting between the Director of the White Bear Area Branch YMCA, or his or her designee, and the City's Parks and Recreation Director, or his or her designee.
  - b. **Conference:** The second stage of dispute resolution shall be a conference. When a dispute has arisen between the parties and is not settled promptly in the normal course of business, the complaining party shall notify the other party of its complaint by means of a brief written statement. The statement shall describe with specificity the alleged wrong and shall set forth the complaining party's position. Within ten (10) calendar days of receipt of the complaining party's written statement, the parties shall meet. Each party may designate those person(s) who will meet as representatives on that party's behalf. The complaining party will present its position, claims,

defenses, and other relevant information. Following the complaining party's presentation, the other party will present its position, claims, defenses, and other relevant information. Each party shall have up to one (1) hour to make its presentation. Immediately following the parties' presentations, the parties shall meet for the purpose of resolving the dispute.

- c. **Mediation:** The Third stage of dispute resolution shall be mediation. If the parties have not resolved the dispute within thirty (30) days of receipt of the written complaint, each party may require the dispute be submitted for mediation. If the parties are unable to agree on a mediator within ten (10) days following a request for mediation, the parties shall request that the Mediation Center for Dispute Resolution, 1536 Hewitt Avenue, St. Paul, Minnesota, appoint a mediator. The parties agree to share equally all fees incurred in the mediation. The parties shall submit to mediation for a minimum of eight (8) hours. The parties agree that the mediation proceedings are private and confidential. If, at the end of eight (8) hours of mediation, the parties have not resolved the dispute, the parties may agree to extend the hours of mediation.
- d. **Arbitration:** The fourth stage of dispute resolution shall be final and binding arbitration. If the parties are unable to resolve the dispute by means of mediation and the requisite minimum eight (8) hours of mediation have been fulfilled, either party may submit the dispute to binding arbitration. Arbitration proceedings shall be governed by the then-existing commercial arbitration rules of the American Arbitration Association (AAA) and shall be heard and decided by a single arbitrator.

The parties agree to bear equal responsibility for the fees of AAA, including the fees of the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event that arbitration services are not available from AAA, either party may request that an arbitrator be appointed by the Chief Judge of the Second Judicial District Court.

- e. **Compliance:** The parties deem the dispute resolution procedure as set forth herein to be an integral and essential part of this Agreement. A party's failure to comply in all respects with the procedure shall be a substantial breach of the Agreement. The arbitrator shall be authorized to assess costs and attorney's fees against a party that has failed to comply with the procedure in all respects, and, may as a condition precedent to arbitration, require the parties to comply with the conference and mediation stages.

- 10. **Amendments, Changes, Modification.** This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of the City and the YMCA.
- 11. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the City and the YMCA and their respective successors and assigns.
- 12. **Notices.** Any notice, request, consent or approval, required or permitted to be given hereunder, shall be in writing and shall be deemed effective (a) on the date delivered, if hand delivered, (b) on the date mailed by registered or certified U.S. Mail, return receipt requested, with adequate postage affixed, or (c) on the date

when sent, charges pre-paid, if delivered by commercial overnight delivery service or U.S. Express Mail, as evidenced by service receipt or Express Mail postmark. Notice shall be addressed to the addresses stated below or to such other address or addressee as may from time to time be designated by either party by notice similarly given

Address of the YMCA: Young Men's Christian Association  
of the Greater Twin Cities  
2125 East Hennepin Avenue  
Minneapolis, MN 55413  
Attn: Chief Operating Officer

Address of City: City of Maplewood  
1830 County Road B East  
Maplewood, MN 55109  
Attn: Parks & Recreation Director

13. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
14. **Breach.** If the City does not maintain the MCC, its aquatic center or the equipment, the YMCA shall, upon providing 60 days' written notice to the City except in the event of an emergency, have the right to incur such costs and to take such actions as are reasonable to rectify the City's failure, and the YMCA should be entitled to immediate reimbursement from the City, with interest and costs of collection. Additionally, minor delays in the execution of various articles of this Agreement, such as the failure by either party to pay monthly charges, will not trigger the serial dispute resolution procedures in Section 9, unless such delays exceed 60 days.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.
16. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define or describe the scope or intent of any provisions or sections of this Agreement.
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
18. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all Agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to subject matter hereof. No party will be bound by or charged with any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.
19. **Laws.** The City, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and any other governmental entity having jurisdiction over the MCC relating to use of the MCC.

20. **Data Practices Compliance.** YMCA will have access to data collected or maintained by the City to the extent necessary to perform YMCA's obligations under this Agreement. YMCA agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13 (the "Act"). YMCA will not release or disclose the contents of data classified as not public to any person except at the written direction of the City or as otherwise required by law. YMCA agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of YMCA's failure to comply with the requirements of the Act.
21. **Nondisclosure and Nonuse Obligations.** YMCA will use any Confidential Data, as explicitly identified by the City as Confidential Data, solely to perform Services contemplated herein for the benefit of City. YMCA agrees that it shall treat all Confidential Data of City with the same degree of care as it accords to its own Confidential Data, and YMCA represents that it exercises reasonable care to protect its own Confidential Data. If YMCA is not an individual, YMCA agrees that it shall disclose Confidential Information only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment, or in order to obtain the Confidential Data, to be bound by terms and conditions substantially similar to those of the Agreement. YMCA agrees not to communicate any information to City in violation of the Proprietary rights of any third party. YMCA will immediately give notice to City of any unauthorized use or disclosure of the Confidential Data. YMCA agrees to assist City in remedying any such unauthorized use or disclosure of the Confidential Data.
22. **Exclusions from Nondisclosure Obligations.** YMCA's obligations under the Nondisclosure and Nonuse Obligations section with respect to Confidential Data shall terminate when YMCA can document that: (a) the information was in the public domain at or subsequent to the time it was communicated to YMCA by the disclosing party through no fault of YMCA; (b) the information was rightfully in YMCA's possession free of any obligation of confidence at or subsequent to the time it was communicated to YMCA by the disclosing party; or (c) the information was developed by employees or agents of YMCA independently of and without reference to any information communicated to YMCA by the disclosing party. If YMCA is required to disclose the Confidential Data in response to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under the Agreement, YMCA agrees to provide City with prompt written notice so as to provide City with a reasonable opportunity to protect such Confidential Data.
23. **Disclosure of Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
24. **Return of City Property.** All materials (including, without limitation, content articles, documents, drawings, models, apparatus, sketches, and lists but excluding items purchased and supplied by the YMCA such as YMCA branded signs, materials, and equipment) furnished to YMCA by City, whether delivered to YMCA by City or made by YMCA in the performance of services under the Agreement (collectively referred to as the "City Property") are the sole and exclusive property of City and/or its suppliers or customers. YMCA agrees to promptly deliver the original and any copies of the City Property to City at any time upon City's request. Upon termination of the Agreement by either party for any reason, YMCA agrees to promptly deliver to City or destroy, at City's option, the original and any copies of the City Property.

Within five (5) days after the termination of the Agreement, YMCA agrees to certify in writing that YMCA has so returned or destroyed all such City Property.

**WHEREFORE**, the parties hereto have executed this Agreement on the respective dates set forth below.

CITY OF MAPLEWOOD

YMCA OF GREATER TWIN CITIES

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: Chief Operating Officer

By: \_\_\_\_\_  
Its: City Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit A**

MANAGEMENT SERVICES AT MCC. The YMCA shall hire and supervise a full time manager to support staff at the MCC. Through this position, the YMCA will directly supervise aquatic operations. This position will interface with the other major departments, including Fitness, Banquet, Child Care, Concessions, Admissions, Engineering, Custodial, and Membership. The City's Parks and Recreation Director will directly supervise all other employees at the MCC.

Through this position, the YMCA will leverage its management expertise in assisting staff with the overall management of the MCC, in coordination with the City's Parks and Recreation Director and which will be supported by a YMCA committee led by the Director of the White Bear Area YMCA and the related YMCA operational vice president, among others.

**Exhibit B**

MARKETING LEADERSHIP FOR MCC. Through the full time manager described in Exhibit A, the YMCA, in consultation with the Parks and Recreation Director and other MCC staff, shall provide an annual MCC-specific marketing plan funded by a separate budget independent of all other fees associated with this Agreement and designated by the City as the MCC's annual marketing budget. This amount is to be at least \$35,000 per annum. The City further agrees to designate 20% of a FTE administrative employee to support the creation of this plan and to design and create marketing deliverables in fulfillment of the plan.

The scope of marketing deliverables to be included in this plan will not include television or radio advertising, and will consist primarily of direct mail postcards, flyers, posters, and brochures designed and created by the City's 20% FTE administrative employee working with the YMCA's full time manager.

**Exhibit C****Fees and Revenue Sharing.**

- a. ON-SITE AQUATICS. The fee for Aquatic Services as identified in Section 1A shall be \$150,000 to operate the aquatic center and run swimming lessons for Year 1, the period of May 1, 2015 through April 30, 2016, which is an adjusted amount for the Year 1 base fee of \$157,500 in recognition that the pool will be open for use by swimmers for only 11 months during Year 1.
- b. OFF SITE AQUATICS. The Year 1 base fee for Aquatic Services (lifeguarding) as identified in Section 1B shall be \$30,000. Supervision of these beaches may be assigned to YMCA staff housed at MCC or to White Bear Area YMCA staff.
- c. MANAGEMENT & MARKETING SERVICES. The fee for Management and Marketing Services as identified in Sections 1C and 1D is \$75,996 for the 13-month period of March 30, 2015 to April 30, 2016, based on an annualized Year 1 base fee of \$70,150.
- d. EXPENSE INFLATION ADJUSTMENT. The YMCA shall have the right to increase Year 1 base fees as identified in Exhibit C.A, C.B, and C.C. by up to 2% for each of years 2 and 3 of this Agreement to adjust for expense inflation. These increases shall be made in a compounding fashion. YMCA shall inform the City of its decision by October 31 of the preceding year.

- e. REVENUE and REVENUE SHARING. The City retains all revenue derived from its contracts to operate the beaches identified in Sections 1B and from any group pool rentals in the MCC Aquatic Center. The YMCA shall retain 100% of revenue collected from any other aquatic programming, excluding space rentals, held at the MCC or the beaches identified in Section 1B.

The YMCA will collect all revenue for swimming lessons from the MCC following the point of sale and direct such revenue through its own financial accounting systems. The City shall be paid 25% of participant fee revenue collected for the YMCA Swim Academy swim lesson program, which the YMCA shall pay to the City on a quarterly basis. The YMCA shall keep the remaining 75% of the revenue. With respect to the YMCA Swim Academy revenue sharing, in Year 1, the YMCA guarantees a minimum payment of \$25,000 to the City, and the City and the YMCA will mutually establish a guaranteed minimum for Years 2 and 3 based on a projection of Year 1 enrollment.

- f. The YMCA will invoice the City and the City shall pay on a monthly basis for the fees described in Sections 6A, 6B, and 6C.
- g. The YMCA shall pay a Maintenance Fee quarterly to the City of Maplewood, to be used solely for the upkeep, maintenance, and improvement of the MCC aquatic center. In Year 1, this amount shall be \$5,000. In Year 2, \$6,000. In Year 3, \$7,000.

#### Fee Schedule Summary

Fees and revenue sharing components (per year) of contract agreement are as follows:

- YMCA base fee for managing and operating the MCC Aquatic Center is \$157,500 (first year fee is \$150,000) due to the aquatic center operating only eleven months;
- YMCA fee for managing the City of Maplewood's Beach Contracts is \$30,000;
- YMCA fee for marketing and management services is \$70,150 (first year fee is \$75,996 due to start date of April 1, 2015);
- YMCA fees are subject to a 2% increase for an inflation adjustment for years 2 and 3 of the contract;
- City retains all revenue from beach contracts and pool rentals, approximately \$46,000 and \$9,500 respectively;
- City shall be paid 25% of participant fee revenue collected from swimming lessons with a minimum guarantee of \$25,000 for each year of contract – first year goal is \$39,000;
- YMCA shall pay an annual maintenance fee of \$5,000 for first year of contract, \$6,000 for second year and \$7,000 for the third year.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Karen Haag, City Clerk  
**DATE:** March 3, 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:** Shann Finwall, AICP, Environmental Planner

**DATE:** March 3, 2015

**SUBJECT:** Tennis Sanitation's Annual Recycling Performance Review  
 1) Approval of the 2014 Recycling Report  
 2) Approval of the 2015 Recycling Work Plan

### Introduction

Maplewood's contract with Tennis Sanitation, LLC, for city-wide residential recycling service requires them to have an annual recycling performance review with the Environmental and Natural Resources Commission and the City Council. A requirement of the review is the submittal of a recycling report and work plan. The report includes data on last year's recycling program including quantity of recyclable materials collected, marketed, and stored; quantity of process residual disposed; log of all education tags left because of non-targeted materials set out for recycling; and log of all complaints/compliments. The work plan includes proposals for recycling system improvements.

### Background

#### **2014 Recycling Report**

The 2014 Recycling Report summarizes the City's single and multiple family recycling programs (Attachment 1). Following is a comparison of the 2013 and 2014 average pounds per household per month and annual net tons of materials collected from single family and multiple family households:

	<u>2013</u>	<u>2014</u>
• Average pounds per single family household per month	43.78 lbs	53.48 lbs
• Annual net total tons collected for single family households	2,414.62 tons	2,949.92 tons
• Average pounds per multiple family household per month	13.24 lbs	12.95 lbs
• Annual net tons collected for multiple family households	319.56 tons	312.64 tons

Additional observations regarding the City's recycling program in 2014:

- Average pounds per single family households have increased 22% over the last year.
- Total tons for single family households increased by 535.30 tons over the last year.
- The average participation rate for 2014 for single family households is 91%. Participation is counted if a household places recyclables out at least once a month.
- Average pounds per multiple family households have decreased by .29 tons, but remain somewhat consistent over the last four years.

- At the end of 2014 there were 15 small businesses and churches that opted into the City's recycling program. A total of 30,157 pounds of recyclables were collected at these facilities.
- There were 11,180 pounds of recyclables collected in City Parks in 2014.
- The December 2014 Composition Study reflects that a majority of Maplewood's recyclables are made up of paper (46.48%) and cardboard (21.36%).
- Maplewood's 2014 recycling residuals (items in the recycling that cannot be recycled) totaled 29.36 tons, or .9% of recyclables.

### **Review of 2014 Recycling Work Plan**

Following is an update of items accomplished from the 2014 Recycling Work Plan:

1. **Recycling Carts:** In March 2014 Tennis rolled out 65 gallon recycling carts to all single family homes and 35 gallon recycling carts to townhomes and manufactured homes with curbside recycling. The year-end report reflects that the carts have had a positive impact on the curbside recycling rates and participation.
2. **Small Business and Church Recycling:** In 2014 the recycling contract was amended to allow small businesses and churches to opt into the City's curbside recycling program. At the end of 2014 there were 15 small businesses and churches that opted into the City's recycling program. This was possible through outreach efforts by City staff, Tennis, and Waste Wise, a nonprofit affiliate of the Minnesota Chamber of Commerce.
3. **Education to Low and Non-Participating Residents:** The [fall edition of Seasons \(Solid Waste by the Numbers\)](#) featured a Solid Waste Survey and Get Caught Recycling contest. Both of these efforts targeted education to low and non-participating residents. The results of the Solid Waste Survey are attached (Attachment 2).
4. **Recycling Education:** Tennis hosted a tour of their recycling facility in St. Paul Park in the summer of 2014. The [recycling facility tour](#) was videotaped and edited for the City's Spotlight on Maplewood cable show. Tennis representatives attended a workshop with the Environmental and Natural Resources Commission to discuss recycling education, recycling markets, and ways the City could improve its recycling program. Tennis assisted the City with the creation of a combined recycling and trash guide ([Maplewood Solid Waste Management Guide](#)). This guide was mailed to residents in January 2015.

### **2015 Ramsey County Recycling Performance Work Plan**

As part of the City's SCORE recycling grant, the County requires the City to enter into a Recycling Performance Work Plan. The City's 2015 Recycling Performance Work Plan (Attachment 3) is used to help guide Tennis' yearly Recycling Work Plan.

### **2015 Recycling Work Plan**

Tennis' 2015 Work Plan (Attachment 4) includes a recycling cart and household audit, promoting small business and church recycling, targeting education to low and non-participating residents, bilingual recycling education, an end-market tour, recycling education for multiple family homes, and promoting the "name the skunk" activity by painting the names on the new trucks.

### Commission Review

The Environmental and Natural Resources Commission reviewed Tennis Sanitation's 2014 Annual Recycling Report and 2015 Recycling Work Plan on February 25, 2015. During the review the Commission made recommendations and comments regarding the City's recycling program. Changes were made to the reports based on their recommendations.

### Budget Impact

None

### Recommendation

Approve Tennis Sanitation's Annual Recycling Performance Review including:

1. Approval of the 2014 Recycling Report
2. Approval of the 2015 Recycling Work Plan

### Attachments

1. 2014 Recycling Report
2. 2014 Maplewood Solid Waste Management Survey Results
3. 2015 Ramsey County Recycling Performance Work Plan
4. 2015 Recycling Work Plan

2014

# Maplewood Recycling Report



Greg & Willie Tennis

Tennis Sanitation

1/30/2015



## Index of Recycling Report

Letter of Purpose.....	Page 1
Recycling Data Summary.....	Page 2
Recycling Data (Single Family).....	Page 3
Recycling Data (Multi-family).....	Page 4
Multi-family individual summary letter.....	Page 5
Inquiries, Linens, Cardboard, & Parks Summary.....	Page 6
Composite Studies.....	Page 7
Environmental Impact Analysis.....	Page 8
Fun Facts to be proud of.....	Page 9, 10 and 11
Glass Recycling Processors.....	Page 12
Market Report - the end markets.....	Page 13
Additional Items.....	Page 14
Summary of Year-end Recycling Report.....	Page 15

## Appendix of Recycling Report

Recycling Report Summary (ALL).....	Appendix A
Recycling Report (Multi-family).....	Appendix B (large)
Monthly Recycling Report Letter (Example).....	Appendix C
Monthly Multi-family Report Data (Example).....	Appendix D
Monthly Single Family Report Data (Example).....	Appendix E (large)
Recycling Data Summary.....	Appendix F

## Educational Tags and

## Complaints/Compliments Log Report

Educational Tags.....	Appendix G
Compliments/Complaints.....	Appendix H



January 30, 2015

City of Maplewood  
Maplewood, MN 55109  
1830 County Road B E

RE: LETTER OF PURPOSE

Dear City of Maplewood,

This Year-end recycling report has been prepared for the City of Maplewood.

The report contains summaries of recycling data for both single family and multi-family, inquiries, composite study information, environmental impact report, fun facts and a market report, along with a report summary.

This year's report we have also added three years of comparison data to help measure the success of the recycling program.

The data in this report has been utilized over the years to assist us in understanding past, present and future progress of the recycling program as well as helping us develop future strategies to enhance the recycling programs already in place.

Sincerely,

*Greg & Willie Tennis*

Greg and Willie Tennis  
Tennis Sanitation

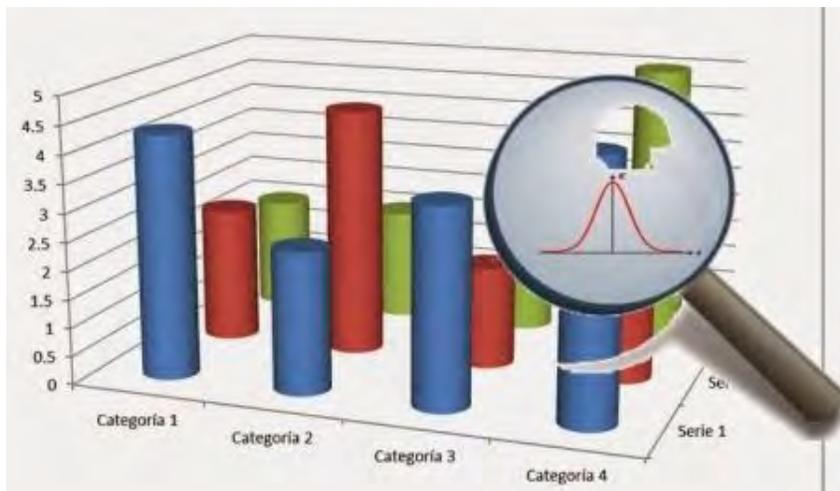


## RECYCLING DATA SUMMARY

In this report we have compiled annual data from both single family and multi-family dwellings (SEE APPENDIX A). This data includes:

- Net tonnage of all residential and multi-family dwellings combined (tan)
- Break-out of single family tonnage and set-out rates (yellow)
- Break-out of multi-family tonnage (blue)
- Separate measurement of weights for cardboard and linens (bottom of APPENDIX A)
- Break-out of single family recycling materials by type and weight (yellow)
- Break-out of multi-family recycling materials by type and weight (blue)
- Break-out of combined tonnages (green)
- Inquiries tracked per month (bottom of APPENDIX A)
- Also business volume, parks and cardboard are included

The data is compiled from recyclable materials collected from our drivers on designated Maplewood routes. Loads are weighed; weights are then compiled over a month's period of time. Weights are broken out based on a composite ratio of the entire load.



RECYCLING DATA (SINGLE FAMILY)

The Single Family Data in APPENDIX A (yellow) was compiled from the single family homes after taking out the multi-family weights. From this data – we are able to illustrate the weight per home (in lbs.) per month. We also have tracked the number of residents (“Not-outs”) that do not place their recycling out on a weekly basis.

In analyzing the single family data, we are able to provide the following observations:

- 2014 Average lbs. per household per month = 53.48 lbs. per month  
Single Family comparison data average lbs. per household per month:  
Year 2011 = 38.91 lbs. per month, Year 2012 = 41.95 lbs. per month, Year 2013 = 43.78 lbs. per month
- Average lbs. per household have increased 22% from last year!!
- 2014 Annual Net total tons collected for single family were 2,949.92  
SF comparison data Annual Net Total Tons:  
Year 2011 = 2,146.06 tons, Year 2012 = 2,313.61 tons, Year 2013 = 2,414.62 tons.
- Total tons increased by 535.30 tons from last year!!

Other New Data Collected: Participation Percentage of Residents

TOTAL PARTICIPATON % FOR 2014

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVRG
2013	83%	80%	81%	83%	84%	84%	84%	87%	85%	84%	83%	88%	84%
2014	87%	84%	91%	93%	93%	97%	92%	92%	92%	92%	91%	92%	91%

Participation is defined as a resident who places their recycling out curbside at least one time per month.

Additional Trends: The 2014 Maplewood Solid Waste Survey reflects that 91% of the respondents like the new recycling cart. This has resulted in increased participation and an increase in Single Family recycling volumes.



## RECYCLING DATA (MULTI-FAMILY)

The Data in APPENDIX A (Blue) is the actual data compiled from net total weight family homes after factoring-out the multi-family weights. From this data\* – we are able to illustrate the weight per unit (in lbs.) per month. To assist us in providing accurate data, we compile weights on a quarterly basis. This weight is then used to provide us with a fair average of weight generated by each multi-family unit. Our drivers then documented the number of carts dumped at each location on a weekly basis (see APPENDIX D). These weights are then added at the end of each month to provide us with a net total. From the report we are able to calculate the weight per unit per month.

In analyzing the multi-family data, we are able to provide the following observations:

- 2014 Average lbs. per unit per month = 12.95 lbs. per month  
**2011 comparison data: Average lbs. per unit per month = 12.96 lbs. per month**  
**2012 comparison data: Average lbs. per unit per month = 11.47 lbs. per month**  
**2013 comparison data: Average lbs. per unit per month = 13.24 lbs. per month**
- Overall tonnage volumes were very consistent over the last four years.
- 2014 Annual Net total tons collected for multi-family (ANTMF) was 312.64 tons  
**2011 comparison data: ANTMF was 312.73 tons**  
**2012 comparison data: ANTMF was 276.88 tons**  
**2013 comparison data: ANTMF was 319.56 tons**

\*This data is achieved by collecting all single family and multi-family carts in one route, then deducting the multi-family cart weights from the total. Multi-family weights are taken on a quarterly basis – we use one truck to collect all multi-family dwellings. The total weight is then divided by the number of carts emptied to get an average weight per cart. This data is then entered into multi-family spreadsheet. See APPENDIX D for an example of this report.

This data is significant because we are able to easily separate this data from the total tons collected on each day of collection. The remaining tonnage is then the actual tonnage which comes from the single family homes.



MULTI-FAMILY INDIVIDUAL SUMMARY LETTER

From the data compiled over the twelve months we are able to provide each multi-housing property with an accurate summary report of their recycling volumes (APPENDIX B). We also provide them with some information on how their efforts help with the environment along with additional information to assist them in enhancing their recycling efforts.

<b>ENVIRONMENTAL IMPACT ANALYSIS</b>	<b>TENNIS SANITATION</b>
Property: Maplewood Apartments	<b>ESTIMATED TOTAL TONS RECYCLED: 17.38</b>

Dear Property Manager,  
Below is a recap of your recycling efforts from last year. Please notice the amount of recycling materials your tenants recycled and the estimated resources you saved from each category.

Also, please contact us if you would like further information on ways to enhance your recycling. You can contact us at 651-459-1887. Awesome job on recycling!!

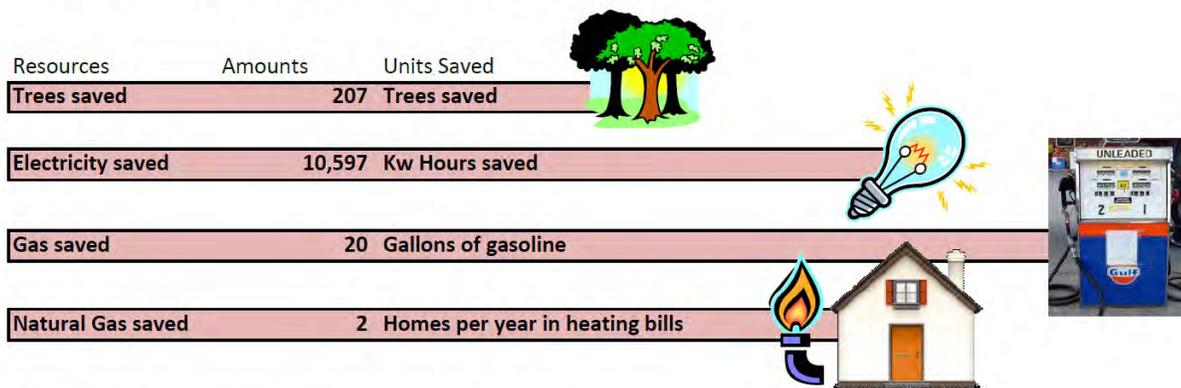
Thank you for recycling,

*Greg & Willie Tennis*

Sincerely, Greg and Willie Tennis

Recycling Type	MW total Tons	Units	Resource Saved	Calc/Resource	Total Resources Saved	Type
Paper	12.15	tons	Trees	1 ton = 17 Trees	206.6	trees
Paper	12.15	tons	Electricity	1 ton = 601 Kw Hours	7,303	Kw hours of electricity
Paper	12.15	tons	Oil	1 ton = 1.7 barrels of oil	20.66	barrels of oil
Aluminum	0.21	tons	Ore	1 ton = 4 tons of ore	0.83	tons of ore
Aluminum	0.21	tons	Electricity	1 ton = 14,000 Kw Hours	2,921	Kw hours of electricity
Aluminum	0.21	tons	Oil	1 ton = 40 barrels of oil	8.34	barrels of oil
Tin/bi-metal	0.40	tons	Ore	1 ton = 1.49 tons of ore	0.60	tons of ore
Tin/bi-metal	0.40	tons	Electricity	1 ton = 642 Kw Hours	257	Kw hours of electricity
Tin/bi-metal	0.40	tons	Oil	1 ton = 1.8 barrels of oil	0.72	barrels of oil
Plastics	1.65	tons	Oil	1 ton = 6.3 barrels of oil	10.40	barrels of oil
Plastics	1.65	tons	Electricity	1 ton = 5,774 Kw Hours	7	Kw hours of electricity
Plastics	1.65	tons	Natural Gas	1 ton = 98,000,000 btu's	161,851,557	BTU's of fuel
Glass	2.61	tons	Sand	1 ton = 1,330 tons of sand	3,468	tons of sand
Glass	2.61	tons	Electricity	1 ton = 42 Kw Hours	110	Kw hours of electricity
Glass	2.61	tons	Oil	1 ton = .12 gallons of oil	0.31	barrels of oil
Glass	2.61	tons	Natural Gas	1 ton = 714,000 btu's	1,861,901	BTU's of fuel

**Environmental Impact Summary**



\*\*Disclaimer: The above numbers represent conversions from industrial and recycling markets. These numbers are ESTIMATED resources saved. All calculations are taken from annual total tons from Maplewood Final Recycling Report.

<http://www.quora.com/How-many-gallons-of-crude-oil-does-it-take-to-make-a-gallon-of-gasoline>

<http://www.eia.gov/todayinenergy/detail.cfm?id=6570>

**INQUIRIES SUMMARY**

Below are twelve months of data documenting the number of residents that called into our office. This year with the new cart transition we had a larger than normal amount of calls - The most common calls were comprised of what additional items they could recycle and what can I place in my cart.

We are confident that our Customer Service Staff (CSRs) resolved all inquiries to the resident's satisfaction.

The Maplewood 2014 solid waste survey reflects that 57% of the respondents rate Tennis Sanitation's customer service excellent, and 32% rate it to be good.

**TOTAL INQUIRIES FOR 2014**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
76	76	852	150	58	78	51	51	59	47	23	31	1,552

*\*\*Please note- March was heavier due to the transition of the recycling cart.*

**2011 TOTAL INQUIRIES (Comparison Data)**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
87	64	70	38	16	16	11	15	5	5	5	12	344

**2012 TOTAL INQUIRIES (Comparison Data)**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
39	16	24	13	22	14	19	21	30	29	23	10	260

**2013 TOTAL INQUIRIES (Comparison Data)**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
35	14	7	14	8	10	14	11	19	44	35	22	233

**LINENS AND SHOES SUMMARY**

Linens and shoes for the year 2014 totaled 6,270 pounds

**Year 2011 = 6,217 lbs., Year 2012 = 3,692 lbs., Year 2013 = 8,641 lbs.**



**CARDBOARD SUMMARY**

Cardboard collected for 2014 from city facilities and buildings totaled 131,346 pounds.

**Year 2011 = 105,615 lbs., Year 2012 = 92,850 lbs., Year 2013 = 140,650 lbs.**



**BUSINESS and PARKS WEIGHTS**

We also collect data from some businesses who started recycling

**TOTAL POUNDS FOR 2014**

**BUSINESSES: 30,157 lbs**

**CITY PARKS: 11,180 lbs**

**TOTAL POUNDS FOR 2013**

**BUSINESSES: 2,855 lbs**

**CITY PARKS: 9,140 lbs**

RECYCLING COMPOSITE STUDY

For the composite study we kept all loads from the entire week's worth of material and processed only Maplewood's material through our MRF on Saturday. The sorting floor was cleared and the recycling was sorted into the categories (as listed below). All of the categories were then weighed and documented. The results of the composite study were then entered back into the monthly report.

**Why do a composite study?**

Having a good understanding of the recycling composition provides us with data that may assist us in adjusting it to fit the needs of the Residents of Maplewood. With on-going changes in the economy, cultural and even changes in the home we can develop more available markets, increase processing technologies to handle more items and enhance educational materials to instruct residents on proper recycling procedures.

**Tennis Sanitation, L.L.C.**

651-459-1887

*"Recycling is Everyone's Future"*

December 15th, 2014

RE: COMPOSITE BREAK-OUT PERCENTAGE

Dear Recycling Coordinator,

Tennis Sanitation is pleased to provide the following composite sample break-out detailing percentage ratios of each type of recycling category.

<b>Totals wgt of each type</b>	<b>% Ratio</b>
Cardboard	21.36%
Paper	46.48%
Household Scrap Metal	0.39%
Big Plastic	0.48%
Plastic Bags	0.68%
Z-Bale Plastic	3.10%
PET Plastic	4.72%
Tin	2.84%
Colored Glass	2.45%
Clear Glass	1.60%
Chipped Glass	12.37%
Aluminum	2.26%
Linens	0.00%
Milk Cartons	0.27%
Residuals (Trash)	0.98%
<b>Totals</b>	<b>100%</b>

The above percentage break-out of recycling material was based on the following sample study done in the last week in December. Our processing team had taken loads of recycling and had weighed the entire load then items were broken out into specific types as listed above and re-weighed to get the percentage data.

Please note that we have added some new categories when analyzing our composite.

The above composite numbers will be reflected in the City's updated reports.

Thank you for recycling.

Sincerely,

Willie Tennis  
Tennis Sanitation

ENVIRONMENTAL IMPACT ANALYSIS

From the detailed recycling data from this report, we are able to provide the City of Maplewood with some unique ways that the residents recycling efforts have made a difference. Over the years, recycling markets have been able to recycle more and more items out of the waste stream. They have also been able to determine what resources are saved by recycling various materials.

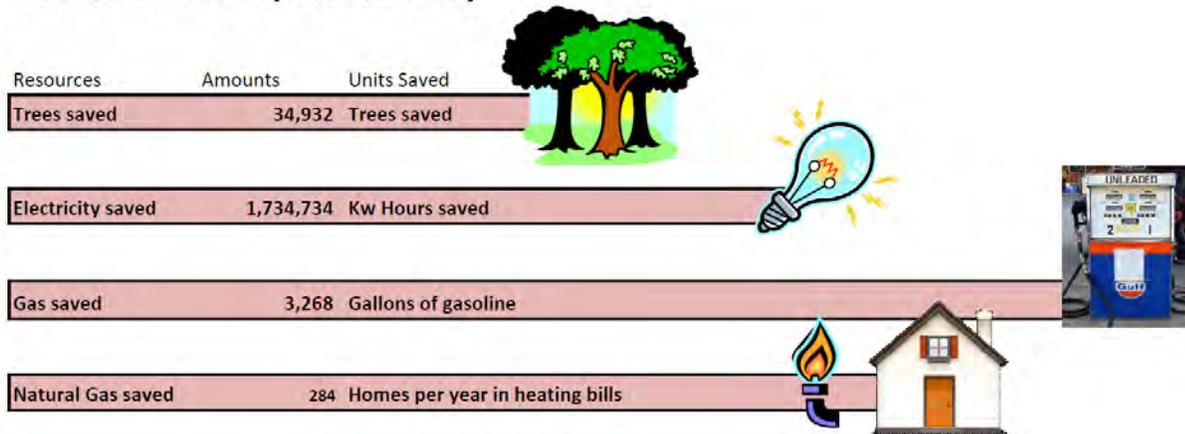
In this report we were able to convert the break-out of types of recycling materials into resources saved.

ENVIRONMENTAL IMPACT ANALYSIS

CITY OF MAPLEWOOD RECYCLING 2014

Recycling Type	MW total Tons	Units	Resource Saved	Calc/ Resource	Convert unit	Total Resources Saved	Type
Paper	2,055	tons	Trees	1 ton = 17 Trees	17	34,932	trees
Paper	2,055	tons	Electricity	1 ton = 601 Kw Hours	601	1,234,935	Kw hours of electricity
Paper	2,055	tons	Oil	1 ton = 1.7 barrels of oil	1.7	3,493	barrels of oil
Aluminum	30	tons	Ore	1 ton = 4 tons of ore	4	120	tons of ore
Aluminum	30	tons	Electricity	1 ton = 14,000 Kw Hours	14,000	421,116	Kw hours of electricity
Aluminum	30	tons	Oil	1 ton = 40 barrels of oil	40	1,203	barrels of oil
Tin/bi-metal	87	tons	Ore	1 ton = 1.49 tons of ore	1	129	tons of ore
Tin/bi-metal	87	tons	Electricity	1 ton = 642 Kw Hours	642	55,773	Kw hours of electricity
Tin/bi-metal	87	tons	Oil	1 ton = 1.8 barrels of oil	1.8	156	barrels of oil
Plastics	257	tons	Oil	1 ton = 6.3 barrels of oil	6.3	1,620	barrels of oil
Plastics	257	tons	Electricity	1 ton = 5,774 Kw Hours	4	1,029	Kw hours of electricity
Plastics	257	tons	Natural Gas	1 ton = 98,000,000 btu's	98,000,000	25,202,640,051	BTU's of fuel
Glass	521	tons	Sand	1 ton = 1,330 tons of sand	1,330	692,924	tons of sand
Glass	521	tons	Electricity	1 ton = 42 Kw Hours	42	21,882	Kw hours of electricity
Glass	521	tons	Oil	1 ton = .12 gallons of oil	0.12	63	barrels of oil
Glass	521	tons	Natural Gas	1 ton = 714,000 btu's	714,000	371,990,861	BTU's of fuel

Environmental Impact Summary



\*\*Disclaimer: The above numbers represent conversions from industrial and recycling markets. These numbers are ESTIMATED resources saved. All calculations are taken from annual total tons from Maplewood Final Recycling Report.

<http://www.quora.com/How-many-gallons-of-crude-oil-does-it-take-to-make-a-gallon-of-gasoline>

<http://www.eia.gov/todayinenergy/detail.cfm?id=6570>

## FUN RECYCLING FACTS

Recycling 75 percent of the nation's waste will create nearly 1.5 million jobs by 2030 while significantly reducing pollution, saving water and energy, and building economically strong and healthy communities, according to a new study released today by leading labor and environmental groups. The national report *More Jobs, Less Pollution* was released as part of a series of nationwide events celebrating National Recycling Day, November 15, 2011, with events also taking place in Los Angeles, San Francisco, Cleveland, Austin, Houston, and Washington, D.C.

*More Jobs, Less Pollution* also shows that while the vast majority of municipal solid waste nationwide can be readily recycled, reused, or composted, only 33 percent is currently diverted from disposal, and only 30 percent of the 178 million tons of construction and demolition debris is recycled. Most of our waste is still sent to landfills and incinerators. By implementing a bold national recycling and composting strategy of 75 percent waste diversion rate by 2030, the report shows that we can create much needed local jobs, save resources like water, and reduce pollution and other environmental pollutants that harm human health.



[http://docs.nrdc.org/globalwarming/files/glo\\_11111401a.pdf](http://docs.nrdc.org/globalwarming/files/glo_11111401a.pdf)

## Why Recycle-

- Preserves natural resources.
- Recycling the print run of a single Sunday issue from the New York Times would save 75,000 trees.
- Recycling one ton of aluminum saves four tons of bauxite.
- If paper is recycled – it saves 60% of the water normally used to make paper from trees.
- If steel is recycled – it save 40% of the water normally used to make steel from iron ore.
- Saves energy – making new steel from old scrap saves up to 75% energy, recycling aluminum save up to 95% energy and paper recycling saves up to 70% energy.

Note: Less energy consumption = less air pollution, less greenhouse gases and less mercury.

- Recycling one aluminum can saves enough electricity to run a TV for 3 hours
- Recycling one glass bottle or jar saves enough electricity to light a 100-watt bulb for four hours
- Recycling one ton of plastic saves the equivalent of 1,000–2,000 gallons of gasoline
- More than 30 million trees are cut down to produce a year's supply of newspapers
- A ton of paper made from recycled paper saves:
  - 7,000 gallons of water
  - Between 17 and 31 trees
  - 60 pounds of air pollutants
- Recycling a pound of steel saves enough energy to light a 60-watt light bulb for 26 hours.
- Americans recycle only 5% of all the plastics produced in this country.
- Americans use 100 million steel cans and 200 million aluminum beverage cans every day.
- One drip per second from a faucet wastes 540 gallons of water a year.
- It takes between 400 and 500 years for a Styrofoam cup to decompose. It takes an orange peel six months to decompose.
- Using recycled glass uses 40% less energy than making products from all new materials.
- Today, almost 22% of the glass produced in the United States is recycled.



<http://www.factmonster.com/science/environment/recycling-facts.html>

- The average person generates over 4 pounds of trash every day and about 1.5 tons of solid waste per year.
- Americans make more than 200 million tons of garbage each year, enough to fill Busch Stadium from top to bottom twice a day. Next time you're at a sporting event or tailgate, host a trash-free tailgate using only recyclable materials Sign up for **Trash-Free Tailgate**.
- Over 75% of waste is recyclable, but we only recycle about 30% of it.



- We generate 21.5 million tons of food waste each year. If we composted that food, it would reduce the same amount of greenhouse gas as taking 2 million cars off the road.
- Recycling one aluminum can saves enough energy to listen to a full album on your iPod. Recycling 100 cans could light your bedroom for two whole weeks.
- Recycling aluminum cans saves 95% of the energy used to make alum cans from new material.
- Americans throw away 25,000,000 plastic bottles every hour.
- Over 87% of Americans have access to curbside or drop-off paper recycling programs.
- In 2009, Americans threw away almost 9 million tons of glass. That could fill enough tractor trailers to stretch from NYC to LA (and back!).
- If every American recycled just one-tenth of their newspapers, we could save about 25 million trees each year.

<https://www.dosomething.org/facts/11-facts-about-recycling>



## What is plastic made into?

Plastics are everywhere in our lives - our kitchens, our vehicles, our purses, and even inside our own bodies. Check out the many ways plastics can be found all around you:

- **Polyethylene terephthalate (PET) plastic #1:** Beverage bottles, food film, microwaveable packages
- **High-density polyethylene (HDPE) plastic #2:** Beverage containers, cleaning product containers, shopping bags, cabling, pipes, wood composites
- **Polyvinyl chloride (PVC) plastic #3:** Toys, pipes, shower curtains, flooring, windows, food films
- **Low-density polyethylene (LDPE) plastic #4:** Produce bags, flexible food containers, shrink wrap, lining for cardboard, wire coverings, toys
- **Polypropylene (PP) plastic #5:** Large and small appliances, food containers, auto parts, pipes
- **Polystyrene (PS) plastic #6 :** Food and beverage containers, CD and DVD cases, plates and cups
- **Polycarbonate (PC) plastic #7:** Beverage bottles, DVDs and CDs, eyeglasses, traffic lights, lenses

<http://www.ecolife.com>



GLASS RECYCLING PROCESSORS

Tennis Sanitation has managed mixed broken glass utilizing Strategic Materials as our glass processor. This is in response to the City's request to create a glass contingency plan that achieves the overall goal of recycling 100% of the material into the original raw material.

We are excited to announce that Strategic Materials has developed a technology that optically sorts broken glass mechanically without manual sorting. This results in minimizing the amount of glass being used for aggregate material. *See Strategic Materials endorsement letter below.*



January 21, 2015

Tennis Sanitation LLC  
720 4<sup>th</sup> Street  
Saint Paul Park, MN  
David Domack

Dear David,

Strategic Materials, Inc. (SMI) in St Paul processes the glass supplied by your company, Tennis Sanitation. To process your material, we use an integrated series of high technology equipment to remove all non-glass items and fines. When possible, these non-glass items and fines are recycled or used in a beneficial use application. The end product of our process is high quality glass cullet. The glass cullet is available for the container industry to process into new glass containers and also for the fiberglass industry for the production of new fiberglass materials.

SMI sends most of this glass cullet to these high-value end customers to help promote and sustain the best possible recycling usage. To meet the rigid specification requirements these customers demand, we use advanced optical sortation equipment. This equipment allows us to produce some of the highest quality sorted glass in the industry. By using our recycled cullet, container/fiberglass manufacturers reduce their energy usage and also their emissions as compared with using virgin raw materials.

SMI places a high value on producing top quality glass cullet to the recycling industry. All material received from Tennis Sanitation undergoes our stringent processes and inspections to allow us to continue supplying this glass cullet to our end customers.

Please feel free to contact us if you have any additional questions.

Respectfully,

A handwritten signature in black ink that reads "Daniel McClenahan".

Daniel McClenahan

SMI Area Manager

## MARKET REPORT

2014 was a stable year for most of the commodities. Fiber markets took their annual drop. Plastics markets remain strong.

Aluminum and tin markets took a steady drop but show signs of coming back.

Glass market is somewhat limited because there is only processor available to sort glass. Their newest technology sorts broken glass using computerized optical sorters and a complex but innovative blower system. 90% of the broken glass is now being processed into post-consumer food and beverage containers.

The outlook for 2015

Future markets are looking like they will remain strong. The markets project the values to be lower than 2014.



**ADDITIONAL ITEMS****RESIDUALS:**

2014 Residuals (in tons) from recycling was as follows:

<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
.9 %	.9 %	.9 %	.9 %	.9 %	.9 %	.9 %	.9 %	.9 %	.9 %	.9 %	.9 %	
2.00 tons	1.65 tons	2.06 tons	2.57 tons	2.76 tons	2.54 tons	2.63 tons	2.39 tons	2.50 tons	2.59 tons	2.76 tons	2.92 tons	<b>29.36 tons</b>

Residuals consisted of items such as styro foam, foam, shoes, diapers and general garbage.

*In comparison to 2011: Residuals are down 26.88 tons from last year*

*In comparison to 2012: Residuals are down 55.55 tons from last year*

*In comparison to 2013: Residuals are down 49.30 tons from last year*

\*The contract with Maplewood requires quantities of processed residuals must not exceed 6%. Tennis Sanitation estimates processed residuals from Maplewood's recyclables at .9% or 29.36 tons.

**TRUCK WEIGHTS:**

During the 2014 Calendar - none of our vehicles exceeded the maximum loaded weight allowed by Minnesota Statute and local ordinance when hauling the recyclables collected from the residents of Maplewood. Weight tickets are available upon request.

**RECYCLING SERVICE FEE:**

Beginning April of 2014 – once all the recycling carts were delivered, Tennis Sanitation began charging the City of Maplewood \$2.50 per unit per month.

**STORAGE OF EXTRA RECYCLABLE MATERIALS:**

During the 2014 calendar year our recycling facility had sorted all recyclable materials within 45 days of processing to recycling markets. The only exception are the milk cartons - which are baled and stored until there is enough volume to meet the vendor's minimum shipping requirements and "rare-type" plastics which are stored until a larger enough quantity is available to make a mill size bale.

## SUMMARY OF YEAR-END RECYCLING REPORT

The 2014 Maplewood Year-end Recycling Report provides up-to-date information from the City's recycling activities over the past year. Each section of this report reflects the various ways data was collected, entered and calculated to contribute to meeting our combined goals.

In the report we have illustrated the composition of recyclables, itemized volumes of recyclables from both single family and multi-family dwellings as they relate to each break-out of each separate commodity. We also provide information on how the City's recycling efforts will impact our environment. This year's report also reflects "participation" which is calculated from every route sheet which will help us to identify strengths and weaknesses of the recycling program.

As we evaluate the three years of data history, we are seeing a consistent pattern of increased participation and tonnage. All of these results point towards success through education and expansion of recycling materials.

In March of 2014, the residents of Maplewood were introduced to a curbside recycling cart. Through the data from our cart pilot program - we were able to determine increased success in volume and participation with the usage of the cart. We are excited to have measured and monitored the success of the new cart program and are confident the results will be sustained through future years.



# APPENDIX A - 2014 RECYCLING DATA SUMMARY

J2, Attachment 1

## APPENDIX A - RECYCLING DATA SUMMARY

2014 MAPLEWOOD RECYCLE TONNAGE DATA		2014 Totals		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
MONTHLY DATA/RTE	UNITS	TYPE	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS
TOTAL TONS (MON)	746.63	TotalTons	42.64	46.08	67.26	63.08	64.00	77.03	58.17	56.98	72.81	58.03	60.24	80.31	
TOTAL TONS (TUES)	473.85	Total Tons	29.12	26.58	29.65	46.32	42.50	39.21	48.30	37.20	46.57	37.85	37.76	52.79	
TOTAL TONS (WED)	773.8	Total Tons	58.04	43.95	51.51	74.95	67.29	61.15	76.40	60.24	61.56	72.69	62.07	83.95	
TOTAL TONS (THUR)	543.41	Total Tons	41.35	29.02	34.22	44.66	58.84	48.83	54.12	43.49	44.30	53.73	44.24	46.61	
TOTAL TONS (FRI)	710.23	Total Tons	52.61	39.78	47.93	59.09	76.97	58.59	58.06	69.69	55.18	68.28	60.43	63.62	
<b>Single Family RECYCLED MATERIALS</b>			Percentage Break-out												
	TONS	Description	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons
Cardboard:	535.75	TONS	34.77	28.82	35.98	45.79	49.75	45.78	47.20	42.89	44.88	46.28	50.30	63.30	
Paper:	1515.59	TONS	101.19	83.87	104.71	133.26	144.79	133.23	137.37	124.82	130.61	134.67	146.38	140.71	
Scrap Metal:	12.11	TONS	0.81	0.67	0.83	1.06	1.15	1.06	1.09	0.99	1.04	1.07	1.17	1.16	
Large Plastic:	11.37	TONS	0.73	0.61	0.76	0.96	1.05	0.96	0.99	0.90	0.95	0.97	1.06	1.42	
Plastic Bags:	17.94	TONS	1.17	0.97	1.21	1.54	1.68	1.54	1.59	1.45	1.51	1.56	1.70	2.02	
Z-Bale Plastic:	91.78	TONS	6.08	5.04	6.29	8.00	8.70	8.00	8.25	7.50	7.85	8.09	8.79	9.19	
PET Plastic:	136.09	TONS	8.99	7.45	9.30	11.83	12.86	11.83	12.20	11.08	11.60	11.96	13.00	13.99	
Tin:	74.77	TONS	4.88	4.05	5.05	6.43	6.99	6.43	6.63	6.02	6.30	6.50	7.06	8.42	
Colored Glass:	73.61	TONS	4.88	4.05	5.05	6.43	6.99	6.43	6.63	6.02	6.30	6.50	7.06	7.26	
Clear Glass:	52.52	TONS	3.52	2.91	3.64	4.63	5.03	4.63	4.77	4.34	4.54	4.68	5.09	4.74	
Chipped Glass:	394.86	TONS	26.36	21.85	27.28	34.72	37.72	34.71	35.79	32.52	34.03	35.09	38.14	36.66	
Aluminum:	30.08	TONS	1.72	1.43	1.78	2.27	2.46	2.27	2.34	2.12	2.22	2.29	2.49	6.70	
Milk Cartons:	3.46	TONS	0.20	0.16	0.20	0.26	0.28	0.26	0.27	0.24	0.25	0.26	0.28	0.80	
<b>TOTAL TONS</b>	<b>2949.92 TONS</b>		<b>195.30</b>	<b>161.86</b>	<b>202.09</b>	<b>257.19</b>	<b>279.45</b>	<b>257.13</b>	<b>265.12</b>	<b>240.90</b>	<b>252.08</b>	<b>259.91</b>	<b>282.51</b>	<b>296.36</b>	
<b># of HOMES ON ROUTE</b>			9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	
<b>AVERAGE LBS / HOME /</b>	<b>53.48 Avg. Lbs. /Unit</b>		42.49	35.21	43.97	55.95	60.80	55.94	57.68	52.41	54.84	56.55	61.46	64.48	
<b>Multi- Family RECYCLED MATERIALS</b>			Percentage Break-out												
	TONS	Description	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons
Cardboard:	56.66	TONS	4.70	3.89	4.69	5.03	4.86	4.46	4.84	4.31	4.58	4.98	4.34	5.97	
Paper:	160.78	TONS	13.67	11.31	13.65	14.63	14.14	12.98	14.09	12.55	13.34	14.50	12.63	13.28	
Scrap Metal:	1.28	TONS	0.11	0.09	0.11	0.12	0.11	0.10	0.11	0.10	0.11	0.12	0.10	0.11	
Large Plastic:	1.20	TONS	0.10	0.08	0.10	0.11	0.10	0.09	0.10	0.09	0.10	0.10	0.09	0.13	
Plastic Bags:	1.90	TONS	0.16	0.13	0.16	0.17	0.16	0.15	0.16	0.15	0.15	0.17	0.15	0.19	
Z-Bale Plastic:	9.73	TONS	0.82	0.68	0.82	0.88	0.85	0.78	0.85	0.75	0.80	0.87	0.76	0.87	
PET Plastic:	14.42	TONS	1.21	1.00	1.21	1.30	1.26	1.15	1.25	1.11	1.18	1.29	1.12	1.32	
Tin:	7.91	TONS	0.66	0.55	0.66	0.71	0.68	0.63	0.68	0.61	0.64	0.70	0.61	0.79	
Colored Glass:	7.80	TONS	0.66	0.55	0.66	0.71	0.68	0.63	0.68	0.61	0.64	0.70	0.61	0.69	
Clear Glass:	5.57	TONS	0.48	0.39	0.47	0.51	0.49	0.45	0.49	0.44	0.46	0.50	0.44	0.45	
Chipped Glass:	41.89	TONS	3.56	2.95	3.56	3.81	3.68	3.38	3.67	3.27	3.48	3.78	3.29	3.46	
Aluminum:	3.14	TONS	0.23	0.19	0.23	0.25	0.24	0.22	0.24	0.21	0.23	0.25	0.21	0.63	
Milk Cartons:	0.36	TONS	0.03	0.02	0.03	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.02	0.08	
<b>TOTAL TONS</b>	<b>312.64 TONS</b>		<b>26.38</b>	<b>21.83</b>	<b>26.35</b>	<b>28.24</b>	<b>27.29</b>	<b>25.04</b>	<b>27.20</b>	<b>24.23</b>	<b>25.75</b>	<b>27.98</b>	<b>24.37</b>	<b>27.97</b>	
<b># of MF UNITS ON ROUTE</b>			4,023	4,023	4,023	4,023	4,023	4,023	4,023	4,023	4,023	4,023	4,023	4,023	
<b>AVERAGE LBS / HOME /</b>	<b>12.95 Avg. Lbs. /Unit</b>		13.12	10.85	13.10	14.04	13.57	12.45	13.52	12.05	12.80	13.91	12.11	13.91	
<b>COMBINED BREAK-OUT RECYCLED MATERIALS</b>			Percentage Break-out												
	TONS	Description	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons
Cardboard:	592.41	TONS	39.47	32.71	40.67	50.82	54.61	50.24	52.05	47.20	49.47	51.26	54.64	69.28	
Paper:	1676.37	TONS	114.86	95.18	118.36	147.89	158.93	146.20	151.46	137.37	143.95	149.17	159.00	153.99	
Scrap Metal:	13.39	TONS	0.92	0.76	0.94	1.18	1.27	1.16	1.21	1.09	1.15	1.19	1.27	1.26	
Large Plastic:	12.57	TONS	0.83	0.69	0.86	1.07	1.15	1.06	1.10	0.99	1.04	1.08	1.15	1.56	
Plastic Bags:	19.84	TONS	1.33	1.10	1.37	1.71	1.84	1.69	1.75	1.59	1.67	1.73	1.84	2.21	
Z-Bale Plastic:	101.50	TONS	6.90	5.72	7.11	8.88	9.55	8.78	9.10	8.25	8.65	8.96	9.55	10.05	
PET Plastic:	150.50	TONS	10.20	8.45	10.51	13.13	14.11	12.98	13.45	12.20	12.78	13.25	14.12	15.31	
Tin:	82.68	TONS	5.54	4.59	5.71	7.14	7.67	7.06	7.31	6.63	6.95	7.20	7.67	9.21	
Colored Glass:	81.42	TONS	5.54	4.59	5.71	7.14	7.67	7.06	7.31	6.63	6.95	7.20	7.67	7.95	
Clear Glass:	58.09	TONS	4.00	3.31	4.11	5.14	5.52	5.08	5.26	4.77	5.00	5.18	5.53	5.19	
Chipped Glass:	436.75	TONS	29.92	24.80	30.84	38.53	41.41	38.09	39.46	35.79	37.50	38.86	41.43	40.12	
Aluminum:	33.22	TONS	1.95	1.62	2.01	2.52	2.70	2.49	2.58	2.34	2.45	2.54	2.70	7.33	
Milk Cartons:	3.82	TONS	0.23	0.18	0.23	0.29	0.31	0.28	0.29	0.27	0.28	0.29	0.31	0.88	
<b>TOTAL TONS</b>	<b>3262.56 TONS</b>		<b>221.68</b>	<b>183.70</b>	<b>228.44</b>	<b>285.44</b>	<b>306.74</b>	<b>282.18</b>	<b>292.32</b>	<b>265.13</b>	<b>277.83</b>	<b>287.89</b>	<b>306.88</b>	<b>324.33</b>	
<b>CARDBOARD &amp; LINENS</b>															
Cardboard	131346	LBS	10,430	6,250	9,810	9,440	11,500	10,770	13,140	12,360	11,450	15,320	10,280	10,596	
Linens	6270	LBS	678	190	270	1,205	895	1,055	467	212	416	405	-	477	
<b>TOTAL INQUIRIES</b>	<b>1552</b>		<b>76</b>	<b>76</b>	<b>852</b>	<b>150</b>	<b>58</b>	<b>78</b>	<b>51</b>	<b>51</b>	<b>59</b>	<b>47</b>	<b>23</b>	<b>31</b>	
Business Volume lbs	30157		538	1,378	1,870	1,764	2,996	2,264	2,975	2,081	3,583	4,803	3,069	2,836	
Parks Volume lbs	11180		0	0	0	0	1,010	2,830	3,950	1,380	660	1,290	60	0	
% of contamination			0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	
Residuals (Tons)	29.36	Tons	2.00	1.65	2.06	2.57	2.76	2.54	2.63	2.39	2.50	2.59	2.76	2.92	

# APPENDIX B - MONTHLY RECYCLING REPORT MULTI-FAMILY

J2, Attachment 1

APPENDIX B RECYCLING DATA SUMMARY (MULTI-FAMILY)

2014 Annual Weight RECAP REPORT Multi-Family	2014 TOTALS	2014 Monthly Data																							
		Jan	Feb	Mar	Apr	May	June	July	August	September	October	November	December												
ADU Name	Units	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt	Total Wt								
1426 Frost Avenue	7	2461	29	150	21	157	22	164	23	242	35	167	24	195	28	223	32	173	25	252	36	283	40		
Maplewood Comforts of Home	42	7642	15	568	14	598	14	713	17	606	14	606	14	446	11	670	16	629	15	629	15	629	15	881	21
Emmas Place	13	156	1	0	0	15	1	15	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
English Manor Apartments	37	8217	19	538	15	463	13	1839	50	515	14	530	14	488	13	698	19	629	17	629	17	629	17	728	20
Homestead at Maplewood	62	6370	9	508	8	508	8	598	10	576	9	515	8	474	8	614	10	535	9	535	9	535	9	598	10
Maplewood Mobile Homes	17	2472	12	179	11	135	8	179	11	197	12	152	9	242	14	273	16	223	13	279	16	204	12	220	13
Park Edge Apartments	51	5935	10	359	7	269	5	523	10	455	9	606	12	576	11	515	10	502	10	558	11	535	10	409	8
Parkview Court Apartments	72	9040	10	658	9	628	9	897	12	727	10	651	9	833	12	727	10	656	9	809	11	755	10	755	10
Phoenix Treatment Center	1	2850	238	299	299	150	150	164	164	152	152	303	303	394	394	242	242	195	195	307	307	267	267	252	252
Sherwood Glen	96	24940	22	1555	16	1734	18	2392	25	1939	20	1939	20	1939	20	2424	25	1730	18	2399	25	2107	22	2076	22
Greengate Apartments	108	13374	10	1047	10	987	9	1435	13	970	9	1273	12	1364	13	1000	9	893	8	1088	10	1054	10	1038	10
Maple Pond Homes	168	15570	8	1196	7	1256	7	1435	9	1242	7	1212	7	1545	9	1242	7	1032	6	1367	8	1116	7	1195	7
Maplewood Apartments	240	34769	12	2631	11	2631	11	3289	14	2636	11	2727	11	3394	14	2818	12	2818	12	3209	13	2768	12	2139	9
Maplewood Manor	18	6164	29	478	27	478	27	598	33	485	27	485	27	606	34	485	27	391	22	586	33	440	24	503	28
Saint Paul's Monastery	70	2781	3	239	3	239	3	299	4	242	3	242	3	303	4	223	3	279	4	252	4	252	4	0	0
Maplewood Community Center	1	3870	323	329	329	239	239	389	389	303	303	273	273	303	303	242	242	251	251	315	315	315	315	377	377
Maplewood City Hall	1	6697	558	568	568	538	538	688	688	636	636	333	333	333	333	545	545	391	391	502	502	660	660	598	598
Maplewood Public Works	1	5709	476	329	329	359	359	493	493	576	576	485	485	485	485	485	485	446	446	558	558	598	598	613	613
Fire Station 2	1	2829	236	209	209	150	150	299	299	242	242	182	182	212	212	167	167	167	167	251	251	204	204	157	157
Cobblestone Court Apartments	74	7343	8	444	6	451	6	476	6	636	9	550	7	344	5	654	9	466	6	582	8	459	6	430	6
Silver Ridge Apartments	186	22666	10	1528	8	1542	8	1746	6	1746	6	2305	12	2064	11	2408	13	1685	9	2325	12	1720	9	1662	9
Summer Hills Of Maplewood	45	9846	18	698	16	698	16	698	16	1032	23	826	18	826	18	1032	23	698	16	873	19	659	15	688	15
Beaver Creek Condos	60	13717	19	1019	17	1019	17	1048	17	1600	27	1342	22	1170	19	1582	26	1135	19	1339	22	1060	18	1089	18
Century Trails Apartments	40	3439	7	320	8	407	10	233	6	344	9	275	7	275	7	344	9	262	7	291	7	172	4	227	7
Lakeview Commons	98	5126	4	204	2	233	2	204	2	344	4	275	3	275	3	344	4	175	2	378	4	258	3	229	2
Pondview Apartments	180	20997	10	1804	10	1601	9	1746	10	2546	14	1789	10	1617	12	2614	15	1688	9	1804	10	1720	10	1433	8
Nature Center	1	853	71	29	29	58	58	58	58	77	77	69	69	103	103	69	69	87	87	116	116	100	100	0	0
Fire Station 1	1	2008	167	36	36	44	44	65	65	120	120	189	189	155	155	69	69	131	131	262	262	86	86	86	86
Birch Glen	60	8123	11	735	12	560	9	560	9	763	13	610	10	610	10	763	13	576	10	612	10	765	13	612	10
Cardinal Pointe	108	15227	12	875	8	700	6	665	6	955	9	764	7	664	7	955	9	720	7	720	7	956	9	765	7
Carefree Cottages	254	55138	18	5075	20	3885	15	4060	16	5768	23	4813	19	4584	18	5539	22	4176	16	4500	18	5546	22	4743	19
Concordia Arms	125	25213	17	2450	20	1785	14	1960	16	2674	21	2139	17	2139	17	2598	21	1980	16	1980	16	2601	21	1989	16
Heritage Square Condos (7100)	18	7502	35	700	39	543	30	560	31	726	40	611	34	611	34	764	42	576	32	576	32	765	43	727	40
Heritage Square Condos (1244 Co)	12	3899	27	331	28	280	23	280	23	374	31	306	25	306	25	374	31	288	24	288	24	383	32	306	26
Heritage Square Condos (1256 Co)	12	4341	30	349	29	280	23	280	23	374	31	306	25	306	25	374	31	288	24	288	24	383	32	306	26
Maple Knoll Townhomes	57	9131	13	700	12	455	8	1593	28	783	14	458	8	497	9	745	13	612	11	648	11	765	13	689	12
Maple Ridge Apartments	100	10592	9	1050	11	840	8	840	8	1146	11	917	9	917	9	1146	11	864	9	864	9	995	10	880	9
Maplewood Townhomes	31	1630	4	35	1	0	0	0	0	57	2	0	0	48	2	191	6	342	11	144	5	77	2	163	5
Norgard Apartments	60	6702	9	630	11	543	9	420	7	573	10	535	9	344	6	688	11	468	8	360	6	650	11	497	8
Seasons at Maplewood	150	12631	7	980	7	770	5	2520	17	1108	7	917	6	917	6	1184	8	684	5	720	5	995	7	842	6
Sibley Cove Apartments	80	12585	13	1120	14	770	10	875	11	1299	16	955	12	955	12	1299	16	972	12	936	12	880	11	995	12
Town and Country Mobile Home	120	15614	11	1400	12	1120	9	1528	13	1222	10	1222	10	1566	13	1152	10	1152	10	1152	10	1530	13	1224	10
Village on Woodlynn	60	15325	21	1330	22	980	16	1050	18	1528	25	1337	22	1337	22	1528	25	1260	21	1188	20	1568	26	1186	20
Walker at Hazel Ridge	75	10156	11	980	13	840	11	735	10	1146	15	917	12	726	10	1012	13	828	11	792	11	1186	16	956	13
Fire Station # 3	1	2195	183	35	35	18	18	0	0	19	19	10	10	67	67	342	342	72	72	45	45	86	86	48	48
Wyngate Apartments	50	13234	22	1383	28	910	18	1120	22	1184	24	1222	24	1146	23	1222	24	1116	22	1044	21	1301	26	1186	24
1860 McMenamy Street	12	5012	35	547	46	340	28	453	38	392	33	424	35	359	30	359	30	253	21	358	30	545	45	400	33
Arcade Apartments	27	6691	21	717	27	378	14	604	22	522	19	619	23	522	19	522	19	477	18	477	18	691	26	582	22
Edgerton Highlands	25	18243	7	2001	9	1661	7	1623	7	1434	6	1793	8	1174	5	1434	6	1311	6	1267	6	2000	9	1563	7
Rosoto Villa on Roselawn	70	11246	13	1246	18	717	10	1019	15	880	13	1271	18	913	13	913	13	834	12	834	12	1273	18	1018	15
Western Hills	54	3360	5	378	7	264	5	189	4	277	5	326	6	196	4	228	4	209	4	238	4	364	7	400	7
2048 Mississippi Street	40	5531	12	566	14	415	10	415	10	473	12	522	13	447	11	447	11	447	11	447	11	618	15	400	10
Golden Star Apartments	109	5830	4	604	6	415	4	453	4	456	4	619	6	391	4	424	4	417	4	477	4	582	5	364	3
Century Ridge	75	6125	7	829	11	670	9	510	7	230	3	653	9	269	4	115	2	0	0	370	5	663	9	593	8
Conemara I	96	21457	19	2137	22	1786	19	1786	19	2150	22	2688	28	1613	17	1152	12	1813	19	1480	15	1815	19	1480	15
Conemara II	96	18686	16	1467	15	1276	13	1244	13	1536	16	1882	20	960	10	1613	17	2553	27	2022	22	2129	22	1780	19
Maplewood Gardens	32	5203	14	128	4	64	2	96	3	115	4	192	6	192	6	77	2	296	9	222	7	122	4	349	11
McKnight Townhomes	190	50897	22	4562	24	3222	17	3541	19	4454	23	5645	30	3418	18	3341	18	5476	29	4292	23	4746	25	3944	21
<b>ANNUAL NET TOTALS (lbs)</b>		<b>635,357</b>	<b>Pounds</b>	<b>44,072</b>	<b>53,185</b>	<b>57,016</b>	<b>55,084</b>	<b>50,556</b>	<b>54,907</b>	<b>48,910</b>	<b>51,978</b>	<b>56,482</b>													

# Tennis Sanitation, L.L.C.

**651-459-1887**

*"Recycling is Everyone's Future"*

January 14th, 2014

RE: DECEMBER 2014 - RECYCLING REPORT

Dear City of Maplewood Recycling Coordinator,

Tennis Sanitation is pleased to provide the following monthly recycling report detailing the materials that were collected, processed and delivered to recycling markets from both single family and multi-family dwellings.

**The Community of Maplewood Recycled:**

TYPE	Single Family Weight (tons)	Multi-Family Weight (tons)	NET Total Wgt	UNIT	DESCRIPTION
Cardboard: 21.36%	63.30	5.97	69.28	tons	Includes all cardboard boxes.
Paper: 47.48%	140.71	13.28	153.99	tons	Includes cardboard, paper, newspaper, junk mail
Scrap Metal: 0.39%	1.16	0.11	1.26	tons	
Large Plastic: 0.48%	1.42	0.13	1.56	tons	Toys and parts
Plastic Bags: 0.68%	2.02	0.19	2.21	tons	Includes retail plastic bags
Z-Bale Plastic: 3.10%	9.19	0.87	10.05	tons	
PET Plastic: 4.72%	13.99	1.32	15.31	tons	
Tin: 2.84%	8.42	0.79	9.21	tons	Includes all bi-metal and tin cans
Colored Glass: 2.45%	7.26	0.69	7.95	tons	Includes green, clear and brown colors
Clear Glass: 1.60%	4.74	0.45	5.19	tons	
Chipped Glass: 12.37%	36.66	3.46	40.12	tons	
Aluminum: 2.26%	6.70	0.63	7.33	tons	Includes all aluminum cans
Milk Cartons: 0.27%	0.80	0.08	0.88	tons	Beverage cartons
<b>Total Tons:</b>	<b>296.36</b>	<b>27.97</b>	<b>324.33</b>	<b>Tons</b>	<b>Net total recycling for the month</b>

**Other fun facts:**

TYPE	Single Family Weight (lbs)	Multi-Family Weight (lbs)	NET Calcs.	
Units:	9193	4020	<b>13213</b>	Units collected per week
Wgt/home:	64.48	13.92	<b>39.20</b>	lbs Average pounds per unit collected per month
Linens:	Combined	Combined	<b>477.00</b>	lbs Includes all clothing, garments and other linens
Cardboard:	Combined	Combined	<b>10596.00</b>	lbs Includes all accounts that have dumpster service

Average % of serviced accounts (SF)	73%	Average % of participation (SF)	92%
-------------------------------------	-----	---------------------------------	-----

*This month's homes that did not participate in weekly recycling collection were 720 residents*

Total inquiries for this month were:	31	Business volume of recycling (in lbs)	2,836
--------------------------------------	----	---------------------------------------	-------

PARK WEIGHTS	Name	lbs per month
	Harvest Park	0 lbs
	Wakefield Park	0 lbs
	Comm. Garden	0 lbs
	Goodrich Park	0 lbs
	Hazelwood Pk	0 lbs

Parks closed for the season

Summary of report: This month illustrates resident's recycling efforts for both SF and MF Dwellings and Businesses. Contamination was minimal with only .98 % that could not be recycled.

The above recycling break-out reflects the new composite study done in December 2014.

Great job on your recycling efforts.

Sincerely,

*Willie Tennis*

Willie Tennis  
 Tennis Sanitation



# APPENDIX E - MONTHLY SINGLE FAMILY REPORT DATA

## Maplewood 2014 DECEMBER

MON RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5		
Tons - Load 1	6.52	5.70	5.63	5.16	0.82		
Tons - Load 2	0.00	0.00	0.00	0.00	5.80		
<b>TOTAL Tons</b>	<b>6.52</b>	<b>5.70</b>	<b>5.63</b>	<b>5.16</b>	<b>6.62</b>	<b>Net Total</b>	<b>29.63</b>
# of Stops	933	933	933	933	933	<b>Averages</b>	
Not outs	297	307	286	307	307		299
% of Participation	68%	67%	69%	67%	67%		68%
<b>Lbs per Stop Recycled</b>	<b>20.50</b>	<b>18.21</b>	<b>17.40</b>	<b>16.49</b>	<b>21.15</b>		<b>18</b>

MONDAY	Week 1	Week 2	Week 3	Week 4	Week 5		
TOTAL Tons	17.74	16.18	16.16	10.26	19.97	<b>Net Total</b>	<b>80.31</b>
# of Stops	2510	2510	2510	2510	2510	<b>Averages</b>	
Not outs	798	786	737	814	440.62		784
% of Set-outs	68%	69%	71%	68%	82%		69%
<b>Lbs per Stop Recycled</b>	<b>20.72</b>	<b>18.77</b>	<b>18.23</b>	<b>12.10</b>	<b>19.30</b>		<b>17</b>

MON RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5		
Tons - Load 1	5.40	5.16	5.12	4.51	3.01		
Tons - Load 2	0.00	0.00	0.00	0.00	4.09	<b>Net Total</b>	<b>22.78</b>
<b>TOTAL Tons</b>	<b>5.40</b>	<b>5.16</b>	<b>5.12</b>	<b>4.51</b>	<b>7.10</b>	<b>Averages</b>	
# of Stops	553	553	553	553	553		
Not outs	170	163	149	167	131		162
% of Participation	69%	71%	73%	70%	76%		71%
<b>Lbs per Stop Recycled</b>	<b>28.20</b>	<b>26.46</b>	<b>25.35</b>	<b>0.00</b>	<b>33.65</b>		<b>20</b>

MONDAY	Week 1	Week 2	Week 3	Week 4	Week 5		
TOTAL Tons	11.81	10.44	9.68	9.39	11.47	<b>Net Total</b>	<b>52.79</b>
# of Stops	1205	1205	1205	1205	1205	<b>Averages</b>	
Not outs	360	361	346	346	319		353
% of Set-outs	70%	70%	71%	71%	74%		71%
<b>Lbs per Stop Recycled</b>	<b>27.95</b>	<b>24.74</b>	<b>22.54</b>	<b>21.86</b>	<b>25.89</b>		<b>24</b>

MON RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5		
Tons - Load 1	5.82	5.32	5.41	5.10	4.65		
Tons - Load 2	0.00	0.00	0.00	0.00	1.60	<b>Net Total</b>	<b>27.90</b>
<b>TOTAL Tons</b>	<b>5.82</b>	<b>5.32</b>	<b>5.41</b>	<b>5.10</b>	<b>6.25</b>	<b>Averages</b>	
# of Stops	1024	1024	1024	1024	1024		
Not outs	331	316	302	340	2.62		322
% of Participation	68%	69%	71%	67%	100%		69%
<b>Lbs per Stop Recycled</b>	<b>16.80</b>	<b>15.03</b>	<b>14.99</b>	<b>14.91</b>	<b>12.24</b>		<b>15</b>

TUE RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5		
Tons - Load 1	5.48	5.00	4.77	4.38	3.92		
Tons - Load 2	0.00	0.00	0.00	0.00	1.31	<b>Net Total</b>	<b>24.86</b>
<b>TOTAL Tons</b>	<b>5.48</b>	<b>5.00</b>	<b>4.77</b>	<b>4.38</b>	<b>5.23</b>	<b>Averages</b>	
# of Stops	736	736	736	736	736		
Not outs	243	248	237	238	220		242
% of Participation	67%	66%	68%	68%	70%		67%
<b>Lbs per Stop Recycled</b>	<b>22.23</b>	<b>20.49</b>	<b>19.12</b>	<b>17.59</b>	<b>20.27</b>		<b>20</b>

TUE RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5		
Tons - Load 1	1.04	5.44	4.91	5.01	1.73		
Tons - Load 2	5.29	0.00	0.00	0.00	4.51	<b>Net Total</b>	<b>27.93</b>
<b>TOTAL Tons</b>	<b>6.33</b>	<b>5.44</b>	<b>4.91</b>	<b>5.01</b>	<b>6.24</b>	<b>Averages</b>	
# of Stops	469	469	469	469	469		
Not outs	117	113	109	108	99		112
% of Participation	75%	76%	77%	77%	79%		76%
<b>Lbs per Stop Recycled</b>	<b>35.97</b>	<b>30.56</b>	<b>27.28</b>	<b>27.76</b>	<b>33.73</b>		<b>30</b>

TUESDAY	Week 1	Week 2	Week 3	Week 4	Week 5		
TOTAL Tons	18.86	15.88	15.28	15.13	18.80	<b>Net Total</b>	<b>83.95</b>
# of Stops	1989	1989	1989	1989	1989	<b>Averages</b>	
Not outs	512	519	487	309	265		418
% of Set-outs	74%	74%	76%	84%	87%		79%
<b>Lbs per Stop Recycled</b>	<b>25.54</b>	<b>21.61</b>	<b>20.35</b>	<b>18.01</b>	<b>21.81</b>		<b>21</b>

WED RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5		
Tons - Load 1	4.77	4.82	4.43	4.30	5.06		
Tons - Load 2	1.54	1.10	0.99	1.16	2.15	<b>Net Total</b>	<b>30.32</b>
<b>TOTAL Tons</b>	<b>6.31</b>	<b>5.92</b>	<b>5.42</b>	<b>5.46</b>	<b>7.21</b>	<b>Averages</b>	
# of Stops	516	516	516	516	516		
Not outs	115	106	111	116	125		115
% of Participation	78%	79%	78%	78%	76%		78%
<b>Lbs per Stop Recycled</b>	<b>31.47</b>	<b>28.88</b>	<b>26.77</b>	<b>27.30</b>	<b>36.88</b>		<b>30</b>

WEDNESDAY	Week 1	Week 2	Week 3	Week 4	Week 5		
TOTAL Tons	18.06	15.88	15.28	15.13	18.80	<b>Net Total</b>	<b>83.95</b>
# of Stops	1989	1989	1989	1989	1989	<b>Averages</b>	
Not outs	512	519	487	309	265		418
% of Set-outs	74%	74%	76%	84%	87%		79%
<b>Lbs per Stop Recycled</b>	<b>25.54</b>	<b>21.61</b>	<b>20.35</b>	<b>18.01</b>	<b>21.81</b>		<b>21</b>

WED RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5		
Tons - Load 1	0.88	4.95	5.02	4.96	1.09		
Tons - Load 2	5.42	0.00	0.00	0.00	4.77	<b>Net Total</b>	<b>27.09</b>
<b>TOTAL Tons</b>	<b>6.30</b>	<b>4.95</b>	<b>5.02</b>	<b>4.96</b>	<b>5.86</b>	<b>Averages</b>	
# of Stops	707	707	707	707	707		
Not outs	169	182	173	193	140		171
% of Participation	76%	74%	76%	73%	80%		76%
<b>Lbs per Stop Recycled</b>	<b>23.42</b>	<b>18.86</b>	<b>18.80</b>	<b>19.30</b>	<b>20.67</b>		<b>20</b>

WED RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5		
Tons - Load 1	6.25	5.01	4.84	4.71	5.04		
Tons - Load 2	0.00	0.00	0.00	0.00	0.69	<b>Net Total</b>	<b>26.54</b>
<b>TOTAL Tons</b>	<b>6.25</b>	<b>5.01</b>	<b>4.84</b>	<b>4.71</b>	<b>5.73</b>	<b>Averages</b>	
# of Stops	766	766	766	766	766		
Not outs	228	231	203	0	0		132
% of Participation	70%	70%	73%	100%	100%		83%
<b>Lbs per Stop Recycled</b>	<b>23.23</b>	<b>18.73</b>	<b>17.19</b>	<b>12.30</b>	<b>14.96</b>		<b>17</b>

# APPENDIX E - MONTHLY SINGLE FAMILY REPORT DATA (CONTINUED)

THUR RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	3.26	3.14	2.98	3.82	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
<b>TOTAL Tons</b>	<b>3.26</b>	<b>3.14</b>	<b>2.98</b>	<b>3.82</b>	<b>0.00</b>	<b>Net Total</b>
# of Stops	333	333	333	333	333	<b>13.20</b>
Not outs	109	112	106	128	0	<b>Averages</b>
% of Participation	67%	66%	68%	62%	100%	<b>91</b>
<b>Lbs per Stop Recycled</b>	<b>29.11</b>	<b>28.42</b>	<b>26.26</b>	<b>37.27</b>	<b>0.00</b>	<b>73%</b>
<b>Lbs per Stop Recycled</b>	<b>29.11</b>	<b>28.42</b>	<b>26.26</b>	<b>37.27</b>	<b>0.00</b>	<b>24</b>

THUR RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.67	4.24	3.97	4.94	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
<b>TOTAL Tons</b>	<b>4.67</b>	<b>4.24</b>	<b>3.97</b>	<b>4.94</b>	<b>0.00</b>	<b>Net Total</b>
# of Stops	780	780	780	780	780	<b>17.82</b>
Not outs	244	255	248	272	0	<b>Averages</b>
% of Participation	69%	67%	68%	65%	100%	<b>204</b>
<b>Lbs per Stop Recycled</b>	<b>17.43</b>	<b>16.15</b>	<b>14.92</b>	<b>19.45</b>	<b>0.00</b>	<b>74%</b>
<b>Lbs per Stop Recycled</b>	<b>17.43</b>	<b>16.15</b>	<b>14.92</b>	<b>19.45</b>	<b>0.00</b>	<b>14</b>

THUR RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.41	3.86	3.21	4.11	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
<b>TOTAL Tons</b>	<b>4.41</b>	<b>3.86</b>	<b>3.21</b>	<b>4.11</b>	<b>0.00</b>	<b>Net Total</b>
# of Stops	482	482	482	482	482	<b>15.59</b>
Not outs	137	128	140	149	0	<b>Averages</b>
% of Participation	72%	73%	71%	69%	100%	<b>111</b>
<b>Lbs per Stop Recycled</b>	<b>25.57</b>	<b>21.81</b>	<b>18.77</b>	<b>24.68</b>	<b>0.00</b>	<b>77%</b>
<b>Lbs per Stop Recycled</b>	<b>25.57</b>	<b>21.81</b>	<b>18.77</b>	<b>24.68</b>	<b>0.00</b>	<b>18</b>

FRI RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	3.00	2.49	3.13	5.74	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
<b>TOTAL Tons</b>	<b>3.00</b>	<b>2.49</b>	<b>3.13</b>	<b>5.74</b>	<b>0.00</b>	<b>Net Total</b>
# of Stops	348	348	348	348	348	<b>14.36</b>
Not outs	112	94	110	88	0	<b>Averages</b>
% of Participation	68%	73%	68%	75%	100%	<b>81</b>
<b>Lbs per Stop Recycled</b>	<b>25.42</b>	<b>19.61</b>	<b>26.30</b>	<b>44.15</b>	<b>0.00</b>	<b>77%</b>
<b>Lbs per Stop Recycled</b>	<b>25.42</b>	<b>19.61</b>	<b>26.30</b>	<b>44.15</b>	<b>0.00</b>	<b>23</b>

FRI RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	5.92	5.97	1.32	6.35	0.00	
Tons - Load 2	0.00	0.00	3.01	0.00	0.00	
<b>TOTAL Tons</b>	<b>5.92</b>	<b>5.97</b>	<b>4.33</b>	<b>6.35</b>	<b>0.00</b>	<b>Net Total</b>
# of Stops	511	511	511	511	511	<b>22.57</b>
Not outs	111	115	95	99	0	<b>Averages</b>
% of Participation	78%	77%	81%	81%	100%	<b>84</b>
<b>Lbs per Stop Recycled</b>	<b>29.60</b>	<b>30.15</b>	<b>20.82</b>	<b>30.83</b>	<b>0.00</b>	<b>84%</b>
<b>Lbs per Stop Recycled</b>	<b>29.60</b>	<b>30.15</b>	<b>20.82</b>	<b>30.83</b>	<b>0.00</b>	<b>22</b>

FRI RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	2.81	3.41	3.16	6.25	0.00	
Tons - Load 2	3.53	2.52	3.55	1.46	0.00	
<b>TOTAL Tons</b>	<b>6.34</b>	<b>5.93</b>	<b>6.71</b>	<b>7.71</b>	<b>0.00</b>	<b>Net Total</b>
# of Stops	1035	1035	1035	1035	1035	<b>26.69</b>
Not outs	243	230	215	219	0	<b>Averages</b>
% of Participation	77%	78%	79%	79%	100%	<b>181</b>
<b>Lbs per Stop Recycled</b>	<b>16.01</b>	<b>14.73</b>	<b>16.37</b>	<b>18.90</b>	<b>0.00</b>	<b>82%</b>
<b>Lbs per Stop Recycled</b>	<b>16.01</b>	<b>14.73</b>	<b>16.37</b>	<b>18.90</b>	<b>0.00</b>	<b>13</b>

THURSDAY ROUTE SUMMARY FOR DECEMBER 2014						
THURSDAY	Week 1	Week 2	Week 3	Week 4	Week 5	
TOTAL Tons	12.34	11.24	10.16	12.87	0.00	<b>Net Total</b>
# of Stops	1595	1595	1595	1595	1595	<b>46.61</b>
Not outs	490	495	494	549	0	<b>Averages</b>
% of Set-outs	69%	69%	69%	66%	100%	<b>406</b>
<b>Lbs per Stop Recycled</b>	<b>22.33</b>	<b>20.44</b>	<b>18.46</b>	<b>24.61</b>	<b>0.00</b>	<b>75%</b>
<b>Lbs per Stop Recycled</b>	<b>22.33</b>	<b>20.44</b>	<b>18.46</b>	<b>24.61</b>	<b>0.00</b>	<b>17</b>

FRIDAY ROUTE SUMMARY FOR DECEMBER 2014						
FRIDAY	Week 1	Week 2	Week 3	Week 4	Week 5	
TOTAL Tons	15.26	14.39	14.17	19.80	0.00	<b>Net Total</b>
# of Stops	1894	1894	1894	1894	1894	<b>63.62</b>
Not outs	466	439	420	406	0	<b>Averages</b>
% of Set-outs	75%	77%	78%	79%	100%	<b>346</b>
<b>Lbs per Stop Recycled</b>	<b>21.37</b>	<b>19.78</b>	<b>19.23</b>	<b>26.61</b>	<b>0.00</b>	<b>82%</b>
<b>Lbs per Stop Recycled</b>	<b>21.37</b>	<b>19.78</b>	<b>19.23</b>	<b>26.61</b>	<b>0.00</b>	<b>17</b>

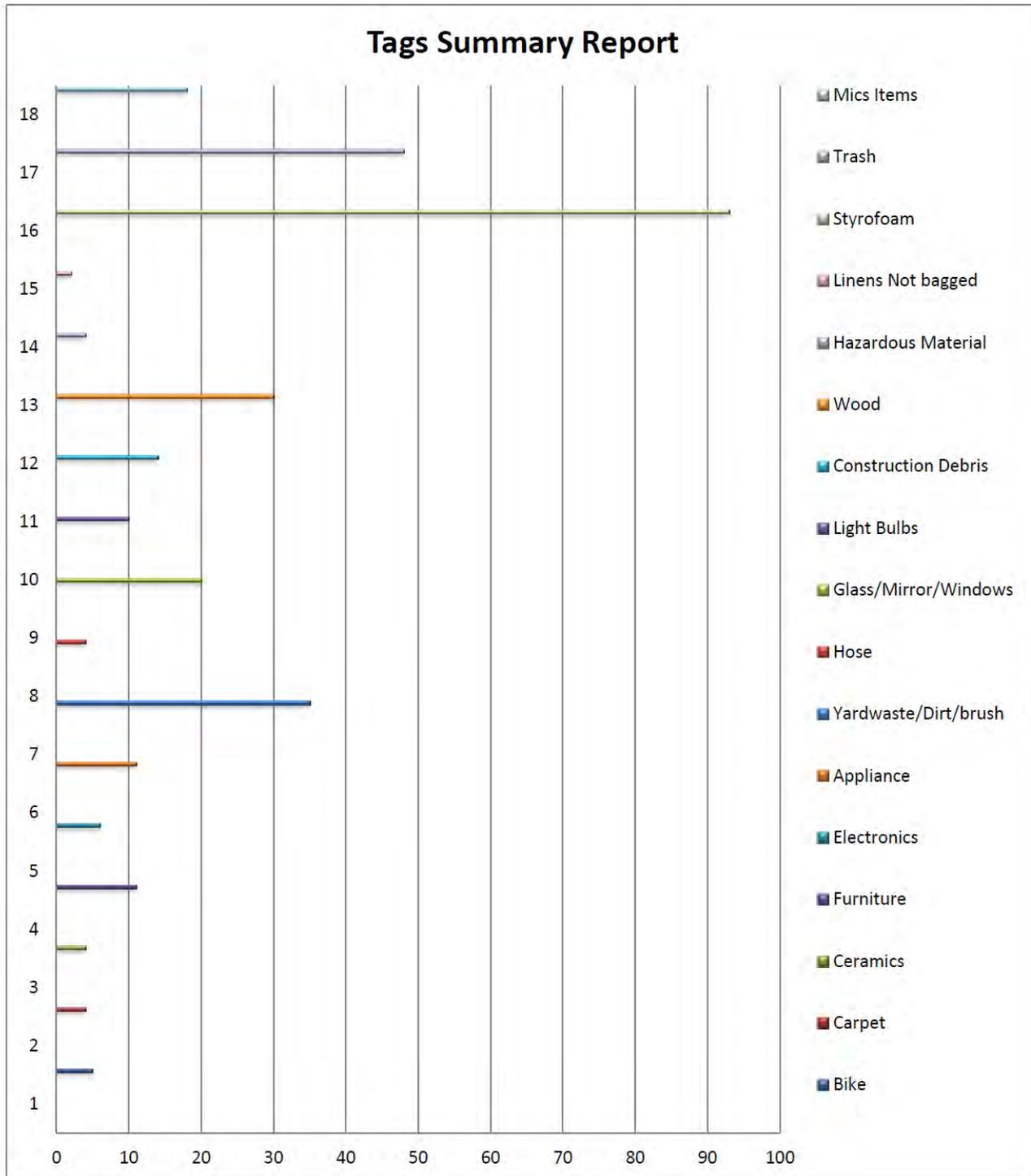
Other Recycling Materials:						
	Week 1	Week 2	Week 3	Week 4	Week 5	
Total Cardboard (lbs)	2888	2260	2668	2780	0	<b>Net Total</b>
Total Linens (lbs)	100	175	40	150	12	<b>10596</b>
						<b>477</b>

APPENDIX F - RECYCLING DATA SUMMARY

**APPENDIX F - RECYCLING DATA SUMMARY**

2014 NOT-OUTS (SINGLE FAMILY) Participation & Park Wgts		2013 TOTALS AVERAGE											
ROUTES	MONTHLY DATA	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
		HOMES	HOMES	HOMES	HOMES	HOMES	HOMES	HOMES	HOMES	HOMES	HOMES	HOMES	HOMES
MON	Single Family	2510	2510	2510	2510	2510	2510	2510	2510	2510	2510	2510	2510
MON	SINGLE FAMILY UNITS ON NOT-OUT ACCOUNTS	1011	987	900	647	643	672	686	694	707	706	756	715
TUES	SINGLE FAMILY UNITS ON NOT-OUT ACCOUNTS	1205	1205	1205	1205	1205	1205	1205	1205	1205	1205	1205	1205
TUES	SINGLE FAMILY UNITS ON NOT-OUT ACCOUNTS	458	471	401	317	329	323	330	323	328	327	360	346
WEDS	SINGLE FAMILY UNITS ON NOT-OUT ACCOUNTS	1989	1989	1989	1989	1989	1989	1989	1989	1989	1989	1989	1989
WEDS	SINGLE FAMILY UNITS ON NOT-OUT ACCOUNTS	623	526	606	484	447	448	455	462	465	463	528	418
THUR	SINGLE FAMILY UNITS ON NOT-OUT ACCOUNTS	1595	1595	1595	1595	1595	1595	1595	1595	1595	1595	1595	1595
THUR	SINGLE FAMILY UNITS ON NOT-OUT ACCOUNTS	626	502	564	463	427	407	418	441	438	433	520	507
FRI	SINGLE FAMILY UNITS ON NOT-OUT ACCOUNTS	1894	1894	1894	1894	1894	1894	1894	1894	1894	1894	1894	1894
FRI	SINGLE FAMILY UNITS ON NOT-OUT ACCOUNTS	611	540	562	441	405	397	474	412	415	420	478	433
	# of Homes did not recycle	1237	1365	867	569	646	297	718	690	730	773	806	720
	Total Participation %	87%	84%	91%	93%	93%	97%	92%	92%	92%	92%	91%	92%
	Park Name & Wgts	Total Lbs.											
	Harvest Park	LBS	LBS	LBS	LBS	LBS	LBS	LBS	LBS	LBS	LBS	LBS	LBS
	Wakefield Park	0	0	0	0	570	780	1280	540	420	570	0	0
	Goodrich Park	0	0	0	0	40	930	1320	270	0	270	0	0
	Hazelwood Park	0	0	0	0	400	1120	1350	570	240	450	60	0
	Business Recycling Wgts	0	0	0	0	0	0	0	0	0	0	0	0
		538	1378	1870	1764	2996	2264	2975	2081	3583	4803	3069	2836

## APPENDIX G – TAGS SUMMARY REPORT



# APPENDIX H - Complaints/compliments

## Tennis Sanitation - Complaint & Compliments for 2014

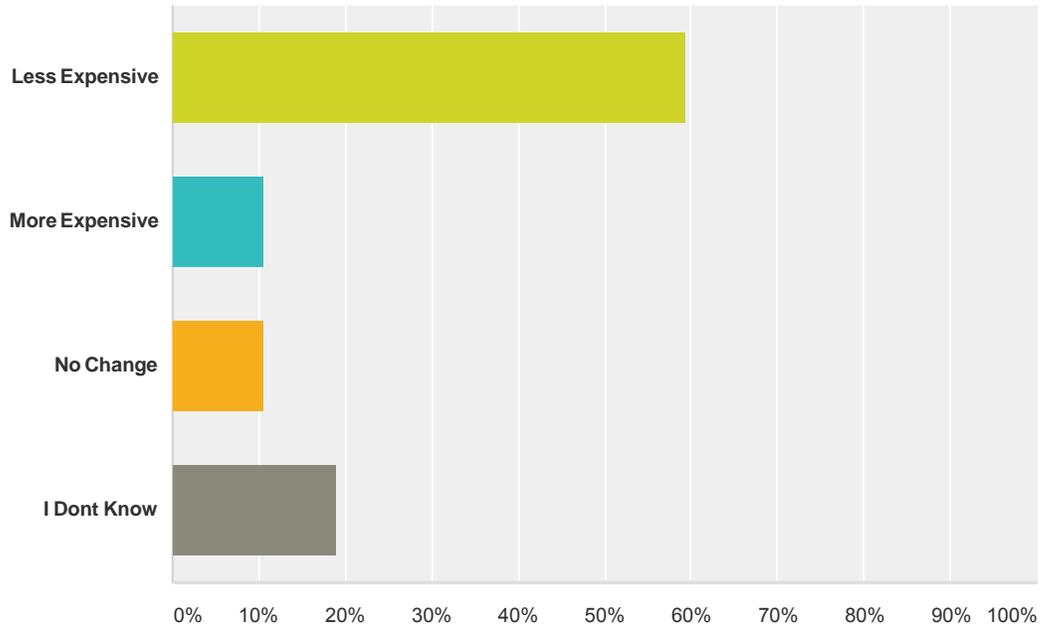
Address	Phone Number	Complaint/Compliments	Date	Time	Response	Date	Time
XXXX English		Mad that a recycling container was delivered when she never wanted one in the first place	3/3/2014	2:19	Explained that all residents were getting them and that in 90days she could change to a 35gal recycling cart- Customer wanted city phone #	3/3/2014	2:19
Customer Hung Up		Mad that a recycle container was Del. Did not want it	3/4/2014	3:30	Explained that all residents were getting them and that in 90days she could change to a 35gal recycling cart	3/4/2014	3:30
XXXX W Tenwood Drive		Mad that a recycle container was Del. Did not want it	3/6/2014		Explained that all residents were getting them and that in 90day he could switch out size	3/6/2014	
Customer would not say		Mad that we delivered a 65gal recycle cart-Should of asked size -Poor customer service	3/7/2014	7:25	Explained that we are hoping residents recycle more and the 65gal cart will work for most	3/7/2014	7:25
XXXX Mayor Lane East		Mad that a recycle container was Del. Did not want it	3/7/2014	8:30	Explained that all residents were getting them and that he could switch to a small size after 90 days	3/7/2014	8:30
County Rd C & Keller Parkway		Mad that driver left cart in middle of her drive	3/19/2014	1:10	Apologized that this happened and told her we would speak to the driver	3/19/2014	1:12
XXXX Clarence St		Recycling was missed	4/21/2014	6:00pm	Called customer back and sent driver back to pick up on 4/22/14	4/22/2014	
XXXX McKnight Ln		Carts are left in middle of drive	4/29/2014	5:30pm	Tried to call customer back but Voice mail is full-Will have notice on drivers route sheet	4/29/2014	8:10am
XXXX English		Resident Called in to say how happy he was with the driver - Item dropped and he got out to pick it up	9/2/2014	11:30AM	Thanked resident for calling and gave Complement to Driver	9/2/2014	11:35AM
XXXX Pine Tree Dr (Rolling Hills Mobile Home Park)		Resident e-mailed letting us know how pleased he was with his driver for picking up more than normal at his residence.	9/24/2014	9:50AM	Thanked the resident for taking his time to express his satisfaction with our driver	9/24/2014	10:00AM
XXXX McKnight Rd		Mad that driver leaves cart in middle of driveway	10/13/14	9am	Apologized and told him I would speak to the driver and leave note on route sheet	10/13/14	9AM

# 2014 Maplewood Solid Waste Survey



### Is your trash bill less or more expensive since the conversion to a one-hauler trash system in October 2012?

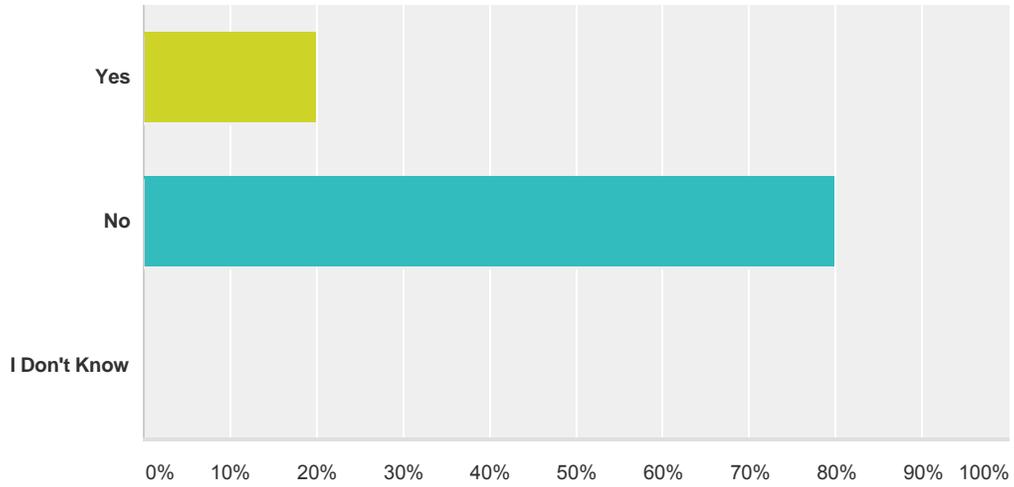
Answered: 84 Skipped: 2



Answer Choices	Responses	
Less Expensive	59.52%	50
More Expensive	10.71%	9
No Change	10.71%	9
I Dont Know	19.05%	16
<b>Total</b>		<b>84</b>

### Have you ever scheduled a bulky item pick up (appliances, mattresses, etc.) with Republic Services?

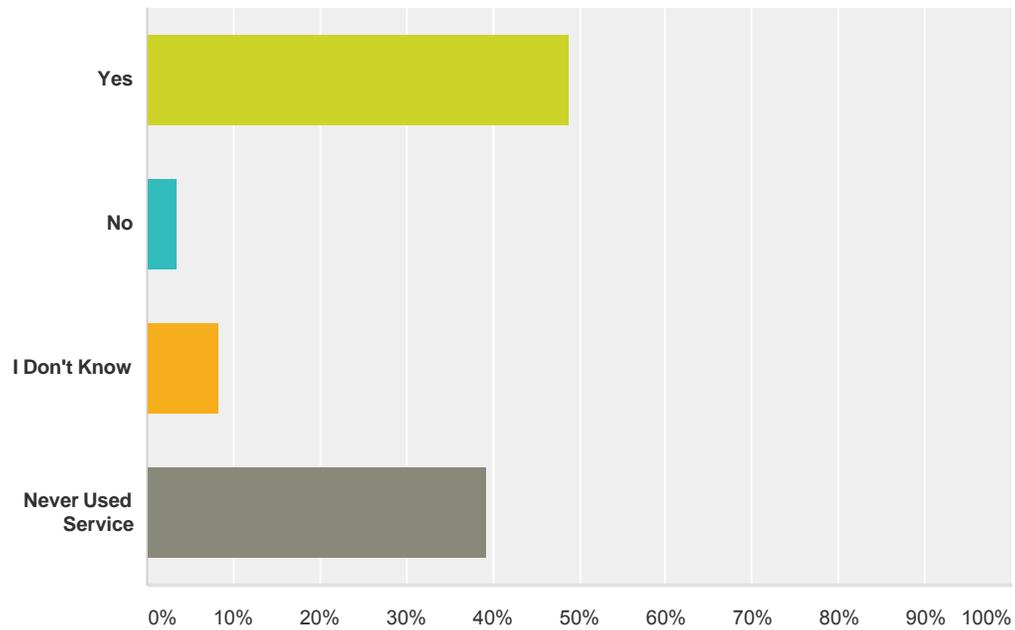
Answered: 85 Skipped: 1



Answer Choices	Responses	
Yes	20.00%	17
No	80.00%	68
I Don't Know	0.00%	0
<b>Total</b>		<b>85</b>

### Do you think the range of materials accepted by Republic Services' curbside collection program adequate?

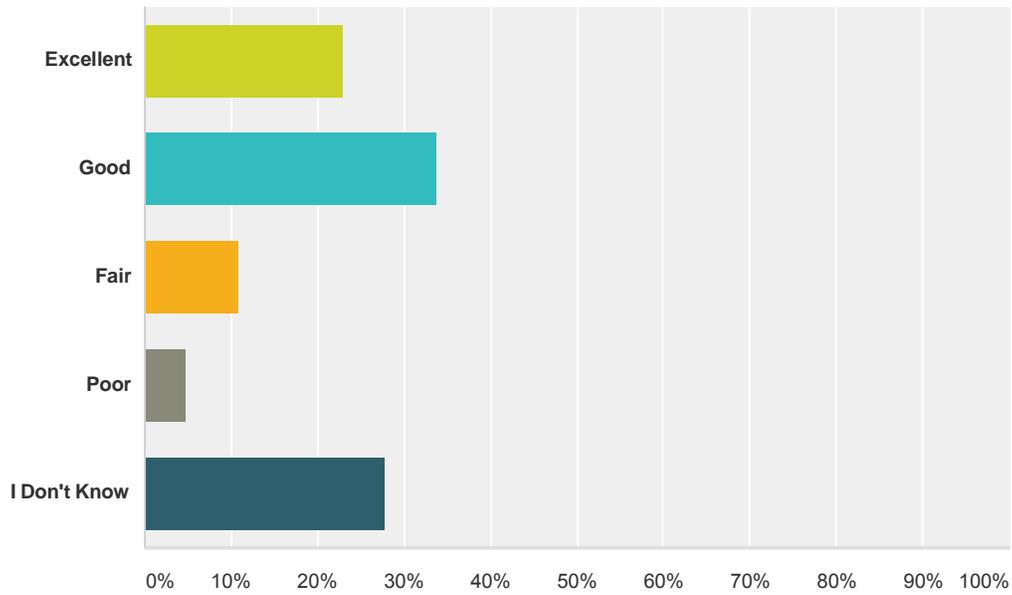
Answered: 84 Skipped: 2



Answer Choices	Responses	
Yes	48.81%	41
No	3.57%	3
I Don't Know	8.33%	7
Never Used Service	39.29%	33
<b>Total</b>		<b>84</b>

### How would you rate Republic Services' customer service?

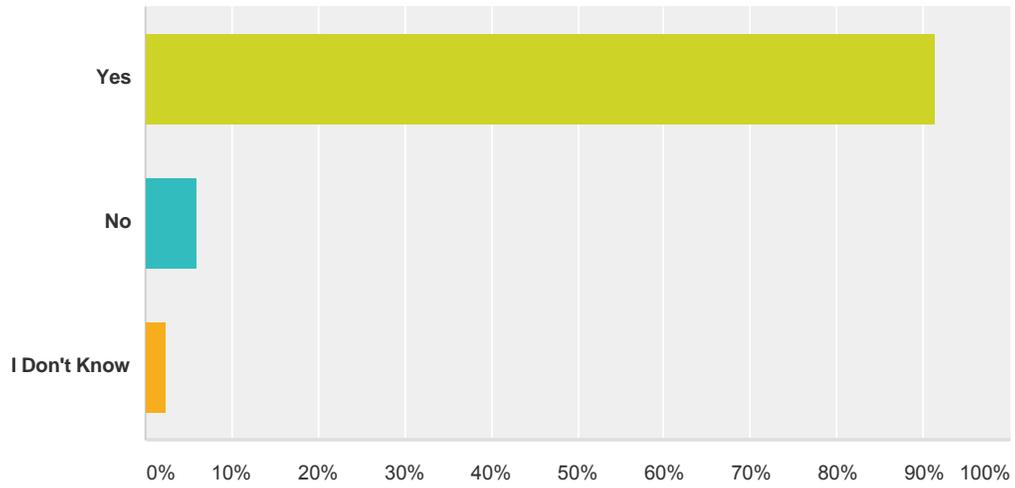
Answered: 83 Skipped: 3



Answer Choices	Responses	
Excellent	22.89%	19
Good	33.73%	28
Fair	10.84%	9
Poor	4.82%	4
I Don't Know	27.71%	23
<b>Total</b>		<b>83</b>

### Do you like the new recycling carts provided by Tennis Sanitation?

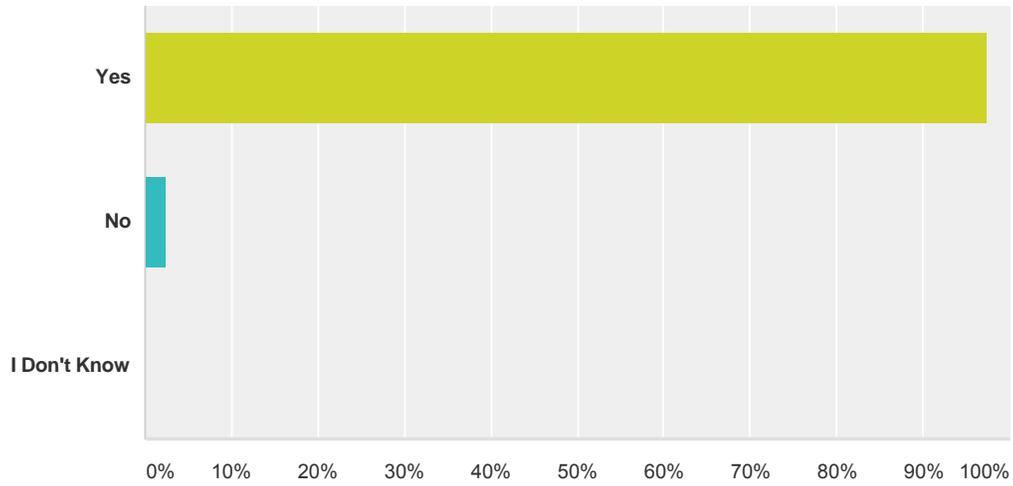
Answered: 82 Skipped: 4



Answer Choices	Responses
Yes	91.46% 75
No	6.10% 5
I Don't Know	2.44% 2
<b>Total</b>	<b>82</b>

### Are you familiar with the types of materials that can be recycled in the City's single sort recycling program?

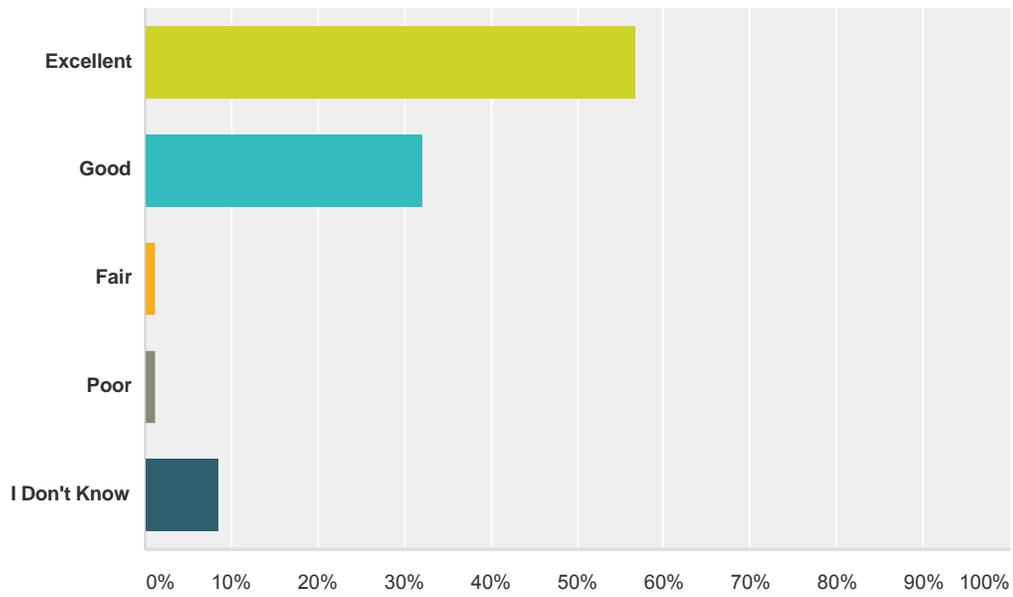
Answered: 83 Skipped: 3



Answer Choices	Responses	
Yes	97.59%	81
No	2.41%	2
I Don't Know	0.00%	0
<b>Total</b>		<b>83</b>

## How would you rate Tennis Sanitation's customer service?

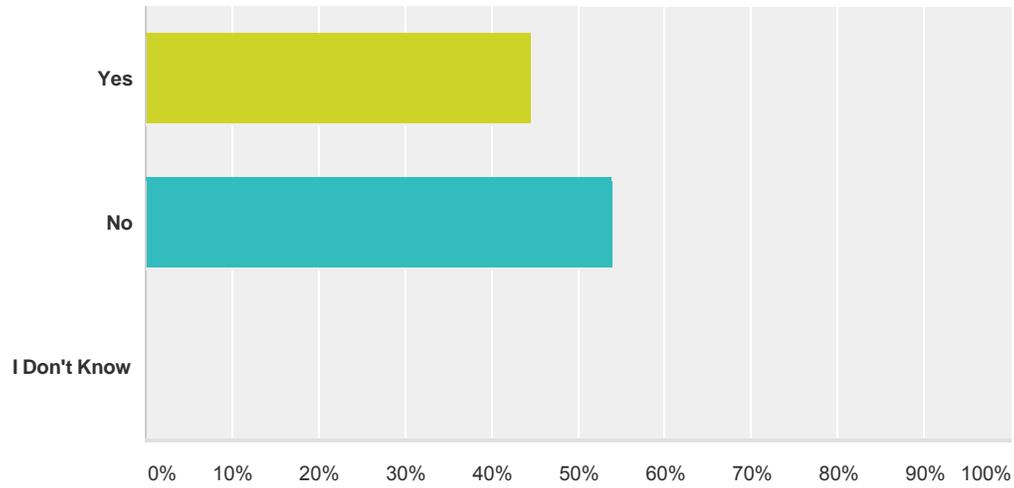
Answered: 81 Skipped: 5



Answer Choices	Responses	
Excellent	56.79%	46
Good	32.10%	26
Fair	1.23%	1
Poor	1.23%	1
I Don't Know	8.64%	7
<b>Total</b>		<b>81</b>

### Have you ever brought items to the City’s Spring Clean Up Event hosted at Aldrich Arena?

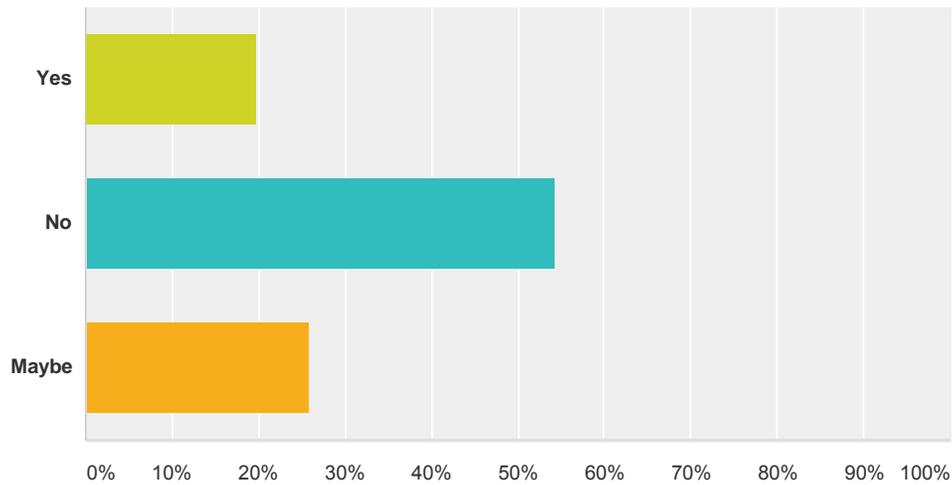
Answered: 85 Skipped: 1



Answer Choices	Responses	
Yes	44.71%	38
No	54.12%	46
I Don't Know	1.18%	1
<b>Total</b>		<b>85</b>

**Would you be interested in a curbside organics collection program for a small monthly fee (organics include food scraps, meat, dairy, and paper that can't be recycled such as paper plates and napkins)?**

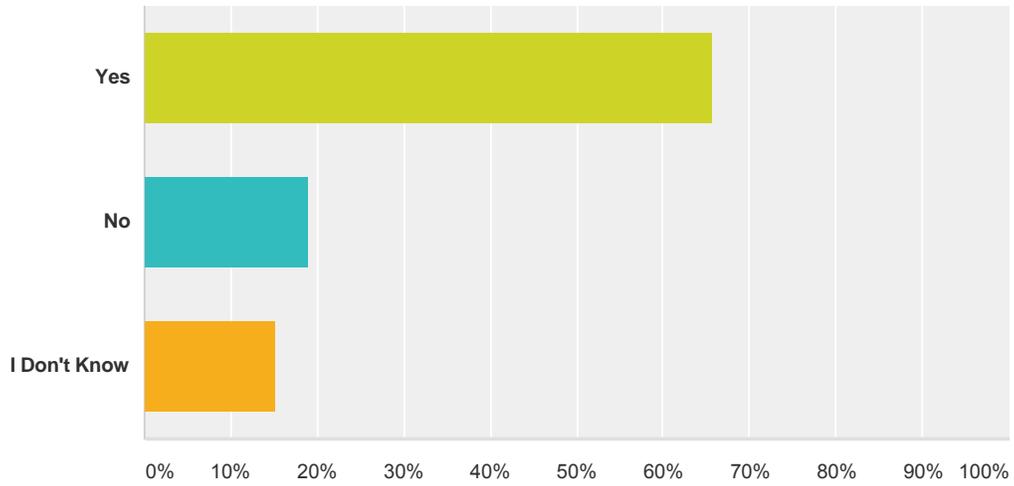
Answered: 81 Skipped: 5



Answer Choices	Responses	
Yes	19.75%	16
No	54.32%	44
Maybe	25.93%	21
<b>Total</b>		<b>81</b>

### Do you think the City does enough to educate residents on our trash and recycling programs?

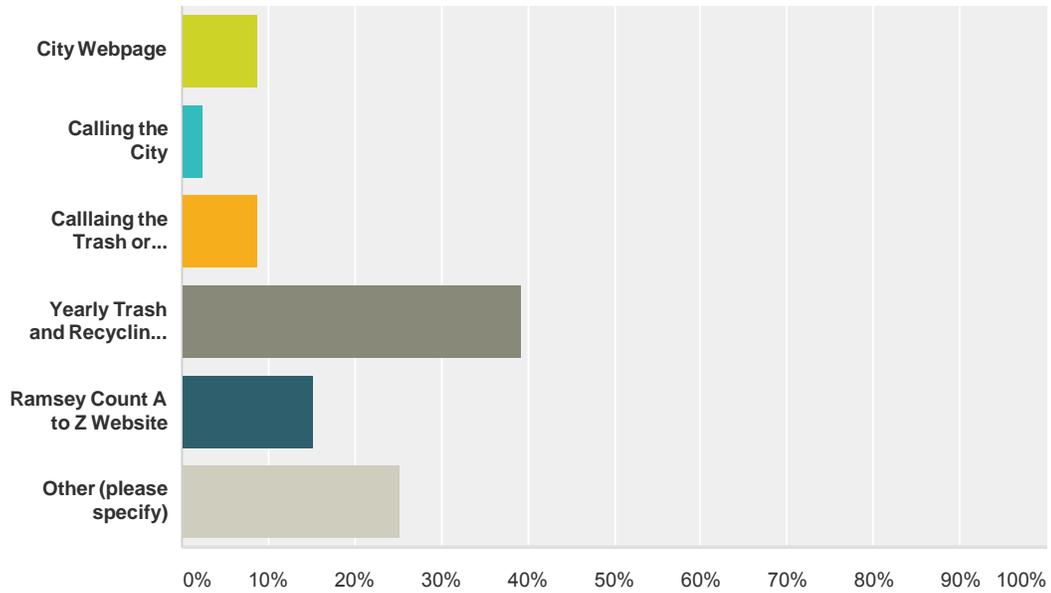
Answered: 79 Skipped: 7



Answer Choices	Responses	
Yes	65.82%	52
No	18.99%	15
I Don't Know	15.19%	12
<b>Total</b>		<b>79</b>

### How do you learn about, or get answers to trash and recycling questions? Check all that apply

Answered: 79 Skipped: 7



Answer Choices	Responses
City Webpage	8.86% 7
Calling the City	2.53% 2
Calllaing the Trash or Recycling Contractor	8.86% 7
Yearly Trash and Recycling Brochure	39.24% 31
Ramsey County A to Z Website	15.19% 12
Other (please specify)	25.32% 20
<b>Total</b>	<b>79</b>

The **City of Maplewood** and **Ramsey County**  
agree to the following work plan to increase recycling performance in 2015.

### CITY OF MAPLEWOOD RECYCLING PERFORMANCE WORK PLAN

**City Lead on projects is Shann Finwall and Chris Swanson.**

Project	Project Status
Complete all 2015 SCORE requirements, including reporting on time and providing examples of all educational materials distributed.	
Work with businesses to look at recycling efforts, in addition to energy and storm water, efforts through Green Bldg. Code Incentive Program.	
Through hauler monitor participation of non- and low performing residents.	
Hauler audit number of 95/65/35 carts in use in Maplewood.	
Use County materials when and where appropriate, including website, to promote increased recycling, HHW, yard waste and organics participation.	
Send all outreach materials to the County for review prior to distribution.	
Regularly review website to update.	
Create "Scorecard" of best management practices for multi unit properties to use in 2015. Work with County to provide a "move in and out" piece for property owners.	
Outreach to all property owners of multi unit buildings. County to provide Karen translated materials.	
Using PEIG, pilot an organics program at city facilities.	
Promote the Clear Stream lending program and general green event planning tips.	
Work with County on Bedford warranty issues and maintain recycling containers.	

# City of Maplewood Recycling 2015 Work Plan



Prepared by Tennis Sanitation, L.L.C.



## 2015 Maplewood Recycling Work Plan

### A. **Recycling Cart and Household Audit:**

In March 2014 Tennis distributed contractor-supplied recycling carts to all single family homes and townhomes and manufactured homes with curbside recycling collection. In the summer of 2015 – Tennis will perform a recycling cart audit to determine the number of different sizes of carts from 35 gal, 65 gal & 95 gal. The audit will reflect the percentage of each size cart residents are utilizing and it will also determine any changes in household numbers from 2014 to 2015.

### B. **Promote Small Business and Church Recycling:**

The Maplewood recycling contract allows small businesses and churches to opt into the City's recycling program. Once opted in, Tennis supplies the business or church with one or more 95 gallon recycling cart. In 2015 Tennis' goal is to increase the number of small businesses and churches opted into the City's recycling program by at least ten. This will be accomplished through various education and outreach opportunities including:

1. Submitting articles for the City's newsletter and website on the small business and church recycling program.
2. Targeted mailings and visits to small businesses and churches promoting the program.

### C. **Targeting Education to Low and Non-Participating Residents through Outreach Programs:**

Tennis will record participation from residents and will provide the route sheets to the City with the monthly report. Based on the information, Tennis will work with the City to contact low and non-participating residents to determine barriers to recycling. With this information a competitive incentive program will be created to increase recycling by low and non-participating residents.

### D. **Expanded Recycling Education Materials in Bilingual Languages and Magnets:**

Tennis will work with the City to develop recycling information in Spanish and Hmong and make them available upon request. Tennis will also develop a recycling magnet to promote recycling education and City information.

E. **Arrange End-Market Tours:**

Set-up a tour for the Environmental and Natural Resources Commission and City Council at local mills and/or processing facilities to see how recycling materials from Maplewood are made back into reusable items.

F. **Recycling Education for Multi-Family Homes:**

Tennis will communicate the following information to multi-family homes:

1. Mail year-end results of the recycling volumes for each location.
2. Include updated recycling poster in the mailing.
3. Follow-up with each property and go over the results of 2014 volumes – discuss issues/concerns they might have with the program, and develop opportunities for future enhancement of the program.

G. **Promote the Name the Skunk Activity:**

Install the skunk names on the new automated trucks used by Tennis to collect recycling carts in Maplewood. Winning names from previous name the skunk activity include: Smunky the Recycling Skunky, Rosie, and Flower.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Mychal Fowlds, IT Director

**DATE:** March 3, 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 has provided the attached memo with additional information and 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 being 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. Memo from Tim Finnerty, Executive Director of RWSCC
2. Transfer Agreement & Resolution as Provided by RWSCC
3. Midwest Cable, Inc. signature page
4. Comcast of Minnesota, Inc. signature page

**CABLE COMMISSION RECOMMENDATION REGARDING PENDING  
APPLICATION FOR TRANSFER OF CONTROL  
OF FRANCHISE TO MIDWEST CABLE**

**Summary.**

The City has before it a recommendation from the Cable Commission for Council approval of a transaction which will result in the franchise being transferred from the current holder, a subsidiary of Comcast, to a recently-created company, Midwest Cable LLC. If the transaction is approved, Midwest Cable is expected to change its name to GreatLand Connections, Inc. We will refer to the transferee as GreatLand Connections or GreatLand.

The transaction has been approved by many surrounding jurisdictions as part of renewals of franchises, or as part of a settlement of outstanding issues.

The Cable Commission examined the transaction on its own merits. Based on that examination, a number of concerns were identified including that the companies involved in the transaction failed to reasonably cooperate; the companies failed to show that GreatLand is financially qualified; the companies failed to show that GreatLand is technically qualified to perform as promised; it was not clear that GreatLand would be able or prepared to step into the shoes of Comcast and provide service on a long-term basis, as well that the documents provided assume that it would, despite the expiration of the franchise looming, continue to have a long-term cash flow from the franchise area – an assumption that cannot be made unless the existing franchise would be renewed or extended; certain franchise non-compliance issues were pending and not resolved.

Although these concerns presented a reasonable basis for denial of the transfer, the Cable Commission felt that it was possible that the communities could agree to conditions that would help address the concerns and allow the transfer to move forward as had been accomplished in other Twin Cities area jurisdictions.

As a result, the parties engaged in negotiations that yielded a transfer approval agreement with conditions that the Cable Commission determined to recommend to its member municipalities for approval.

Those conditions included:

*An extension of the current franchise and settlement agreement terms.* One of our concerns was that we would not have time to evaluate the performance of GreatLand before we were required to address renewal of the existing franchise. Under the settlement, the franchise term is extended to July 1, 2018 so that we will have time to evaluate GreatLand's performance, and existing PEG funding and the I-Net are preserved for that additional period as well.

*An additional HD channel.* We already have rights to have two HD channels for local use. We will be able to activate a third before the franchise extension ends. We will be able to move forward with our own technological advances while working with GreatLand.

*The company will extend service to some underserved areas.* One of the concerns with the transfer was that GreatLand would not have the capital resources available to extend the existing system to underserved areas. We received commitments to build out to two areas, and of course,

***TRANSFER RECOMMENDATION – PAGE TWO***

we will be free to impose additional requirements as part of any renewal.

*Resolution of certain issues with respect to safety code compliance.* The companies also agreed to general conditions that are designed to ensure that there will be full compliance with the existing franchise, and to provide certain protections against rate increases resulting from the cost of the transaction.

**Recommendation**

The Cable Commission recommends that the Council approve the following items contained within the Council's agenda materials:

- A Resolution Conditionally Granting the Consent to the Transfer of Control of the Cable Television Franchise and Cable Television System from Comcast Corporation to GreatLand Connections, Inc.
- The Transfer Agreement Between and Among the Members of the Ramsey/Washington Suburban Cable Commission, Comcast of Minnesota, Inc., and Midwest Cable, Inc.

**Description of the transaction.**

The transaction before the Commission is part of a larger deal that involves the merger of the nation's two largest cable companies, Comcast and Time Warner (the "Acquisition"). When Comcast announced the Acquisition, it also explained that it would divest systems and subscribers to reduce its footprint to 30% or less of multichannel video programming subscribers. Comcast proposed to accomplish this through the sale of certain systems to Charter and the spin-off of systems to a new company, initially identified as SpinCo in SEC documents. (SpinCo has since become Midwest Cable, and if all elements of the transaction are ultimately approved,

Midwest will become GreatLand Connections, Inc. For convenience, we refer to the entity that will control the franchises for communities that make up the commission as "GreatLand"). In addition, Comcast is "swapping" systems with Charter to consolidate its holding in certain areas of the country.

Comcast will have no direct ownership of GreatLand. Instead, existing Comcast shareholders will receive GreatLand stock, initially owning 100%. Charter Communications will swap 13% of its ownership shares with GreatLand shareholders resulting in existing Comcast subscribers owning shares of Charter, and Charter Communications owning 33% of GreatLand.

As part of the transaction, GreatLand entered into a service agreement with Charter (the Charter Service Agreement, or "CSA") which appears to allow Charter to provide much of the engineering, technical, accounting, billing, and support, including customer service functions for GreatLand. Additionally, GreatLand will also have a Transition Service Agreement ("TSA") with Comcast to provide specified transitional services to GreatLand for periods of up to eighteen (18) months. GreatLand will also have a Separation Agreement with Comcast that will address legal matters regarding the spin-off and tax and debt issues. GreatLand will be assuming a significant amount of Comcast debt – the exact amount has not been established – and will also be assuming certain deferred tax liabilities. As a result, after the transaction is completed, and the TSA expires, the franchises for the communities will be controlled by GreatLand, and

***TRANSFER RECOMMENDATION – PAGE THREE***

Charter, which will own a significant share of GreatLand, will be directly involved in the operations of the system and providing strategic management services that will directly affect subscribers.

**Municipal authority.**

Comcast holds a franchise with each of the members of the Commission that provides in relevant part:

Section 10.5. Sale or Transfer of Franchise.

a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee...shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted...

b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 10.5...

c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following:

i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof.

ii. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MnDOT. Upon request, Grantee shall provide City with a complete copy of any such document; and

iii. Any other documents or information related to the transaction as may be specifically requested by the City.

d. City shall have such time as is permitted by federal law in which to review a transfer request....

f. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments provided by the transferor....

i. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City....

In addition, Section 8.2 provides that each member of the Commission “may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegatee of City. Section 9.2 provides for liquidated damages if the Franchisee fails “to provide data, documents, reports or information or to cooperate with City or Commission during an application process or system review...”

The Commission thus had clear authority to review the transaction on behalf of the communities, and to require Comcast to provide information that would allow the Commission to analyze the transaction. The Commission agreed to contribute to preparation of a financial report on the

**TRANSFER RECOMMENDATION – PAGE FOUR**

transaction that was commissioned by MACTA. A true copy of that report (approximately 300 pages), which was prepared jointly by Ashpaugh & Sculco and Front Range Consulting (the “Consultants”) is available at the Cable Commission office. In addition, The Cable Commission has worked with its outside counsel, Joe Van Eaton of Best Best & Krieger, to review the transaction from non-financial perspectives, as well to assist the Cable Commission in negotiations.

The timing of the review has been driven by the Section 617 of the federal Cable Communications Act of 1984, as amended (“Cable Act” 47 U.S.C. § 537), which provides that localities must either act on a complete application for a transfer within 120 days of its submission, or approval is deemed granted. The time can be extended by mutual agreement. Comcast and GreatLand agreed to extend the time for review of the transaction through and including at least March 13, 2015. It is Staff’s position that the 120-day deadline was never triggered because the Company never submitted a complete application. However, as a matter of caution, the Cable Commission must assume that it and the affected communities must act by the deadline to which Comcast and GreatLand agreed, or else lose rights.

**CONCLUSION**

With appropriate conditions having been negotiated among the parties and reflected in the Transfer Resolution and Transfer Agreement, the Cable Commission recommends that the transfer may be approved.

---

---

Prepared by:  
Tim Finnerty  
Executive Director  
Ramsey/Washington Cable Commission  
651-747-3802  
timfinnerty@rwcable.com

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: 105<sup>th</sup> Street between Jamaica Av N and Inwood Av N; and Inwood Av N between 105<sup>th</sup> St and 110<sup>th</sup> 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: \_\_\_\_\_

**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: \_\_\_\_\_

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Mike Funk, Assistant City Manager/Director of Human Resources

**DATE:** March 9, 2015

**SUBJECT:** Approval of 2015-2016 Collective Bargaining Agreement for Law Enforcement Labor Services, Inc. (Local 173) – Police Sergeants

**Introduction/Background**

The existing contract with Law Enforcement Labor Services (LELS), Local 173, Police Sergeants, expired on December 31, 2014; and it is recommended to approve a new two (2) year contract.

The current two year contract was approved for the period January 1<sup>st</sup>, 2013- December 31<sup>st</sup>, 2014. Although the existing contract expired on December 31<sup>st</sup>, 2014 it remains a legally binding document until a new agreement is reached.

The City began discussions with Law Enforcement Labor Services in November, 2014. Since that time there have been several meetings with union representatives and the city's management team to reach compromise and agreement for a new contract.

**Discussion**

The City Council shall discuss the impacts of the contract and whether the contract meets the goals of the City. The framework for discussion involved the following criteria:

- Compensation and benefits do not compromise the fiscal health of the city and fit within the parameters of the revenue generated from the city's tax levy.
- Valuing City employees. That Compensation and benefits are competitive in the market so the city is in a position to retain and recruit employees
- Bring a level of parity among the contracts. There are differences in base benefit offerings that should be more consistent between the groups.
- Strengthen the relationship between management and labor
- Look for operational efficiencies in the contract to reduce city cost.

The following summarizes changes in a new two (2) year agreement:

- **Compensation/Wages.** Staff recommends increasing the Cost of Living Adjustment (COLA) for a two-year contract as follows:
  - 2015: 2% on January 1<sup>st</sup>
  - 2016: 1% on January 9<sup>th</sup>, 1% on June 11<sup>th</sup>, 1% on September 3<sup>rd</sup>
  - Differential Pay, increase from 2% to 6% [more reflective of other contracts]
- **Insurance.** The city currently offers two levels of insurance- a high deductible plan and an open access plan. For 2015, or year one of the contract, it is proposed to maintain the current cost participation splits between the city and the employee.

For 2016, or year two of the contract, the city proposes a contract re-opener. Given the uncertainty of premiums and changes to the Affordable Care Act, there are too many variables and risk to insurance terms. The city has an established "Insurance Committee"; with representation from both management and union employees.

- Paramedic Program. The city previously notified the Police Officer's and Police Sergeant's union of our intent to eliminate the paramedic program during this negotiation process.
- Holiday/Personal Holiday Time Off. This provision has been converted from days off to hours. In order to achieve parity among the contracts the city will allow 20 hours per year for 2080 employees.
- Operational Article Changes. There were a number of language modifications to clarify operational type provisions; such as shift bidding, notification of shift changes, bereavement, notification of position openings, and other miscellaneous edits.

#### **Budget Impact**

- Wages

2 Year Union Request	\$ 770,445
Estimated increase in wages	\$ 539,707 (3.9%).
- Health Insurance. Premiums for these two plans increased by 9.5% and 10.6%.

2014 Health Insurance Cost	\$2,558,368 (city wide)
2015 Health Insurance Cost	<u>\$2,736,501 (city wide)</u>
Increase	\$ 178,133 (6.9%)
*2016 Contract Re-opener	
- Elimination of Paramedic Program

Estimated 1 <sup>st</sup> year Annual Savings	\$70,000
Cost of Buyout (1 time)	<u>\$ 5,000</u>
2015 Net Savings	\$65,000

#### **Recommendation**

It is recommended the City Council approve the following motion: "A motion to approve the 2015 and 2016 Law Enforcement Labor Services, Inc. (Local 173) – Police Sergeants Labor Agreement; and authorize the Mayor and City Manager to execute said contracts on behalf of the City".

#### **Attachments**

1. Proposed Draft Contract for Law Enforcement Labor Services, Inc. (Local 173) – Police Sergeants [to be provided during closed session]

**LABOR AGREEMENT**

**BETWEEN**

**CITY OF MAPLEWOOD**

**AND**

**LAW ENFORCEMENT LABOR SERVICES INC., (LOCAL 173)**

**SERGEANTS**

January 1, 2015 - December 31, 2016

**Table of Contents**

ARTICLE 1: PURPOSE OF AGREEMENT ..... 1

ARTICLE 2: RECOGNITION..... 1

ARTICLE 3: DEFINITIONS ..... 1

ARTICLE 4: EMPLOYER SECURITY..... 2

ARTICLE 5: EMPLOYER AUTHORITY ..... 2

ARTICLE 6: UNION SECURITY ..... 2

ARTICLE 7: EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE ..... 2

ARTICLE 8: SAVINGS CLAUSE ..... 4

ARTICLE 9: SENIORITY..... 5

ARTICLE 10: DISCIPLINE..... 5

ARTICLE 11: CONSTITUTIONAL PROTECTION..... 6

ARTICLE 12: WORK SCHEDULES..... 6

ARTICLE 13: OVERTIME ..... 7

ARTICLE 14: COURT TIME..... 7

ARTICLE 15: CALLBACK TIME ..... 7

ARTICLE 16: VACATIONS/ANNUAL LEAVE ..... 7

ARTICLE 17: HOLIDAYS..... 8

ARTICLE 18: SICK LEAVE..... 9

ARTICLE 19: SEVERANCE PAY ..... 10

ARTICLE 20: FUNERAL LEAVE ..... 10

ARTICLE 21: INJURY ON DUTY..... 10

ARTICLE 22: INSURANCE..... 10

ARTICLE 23: STANDBY PAY..... 13

ARTICLE 24: UNIFORMS..... 13

ARTICLE 25: LONGEVITY AND EDUCATIONAL INCENTIVE..... 13

ARTICLE 26: FALSE ARREST..... 14

ARTICLE 27: WAIVER..... 14

ARTICLE 28: DURATION ..... 15

APPENDIX A..... 16

**ARTICLE 1: PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Maplewood, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2: RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under state law for all police personnel in the following job classifications:

Police Sergeant

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3: DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services Inc. (Local 173).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Maplewood Police Department.
- 3.5 EMPLOYER: The City of Maplewood.
- 3.6 CHIEF: The Chief of the Maplewood Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services Inc., (Local 173).
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of

inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

**ARTICLE 4: EMPLOYER SECURITY**

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

**ARTICLE 5: EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate except for those terms that are mandatory subjects of bargaining.

**ARTICLE 6: UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees not to enter into any additional agreements with Employees, individually or collectively concerning any terms or conditions of employment as defined by M.S. 179A.03, Subd. 19.

**ARTICLE 7: EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 Definition of a Grievance - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives - The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union representatives and/or their successors when so designated as provided by 6.2 of this Agreement shall be the sole representative of the Union.

7.3 Processing of a Grievance - It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure - Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure.

Step 1. An Employee claiming a violation concerning the interpretation of application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer.

The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed in Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 4 of the grievance procedure. Any grievance not appealed in writing to step 4 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Medication Services.

**7.5 Arbitrator's Authority**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decisions shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

**7.6 Waiver** - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not responded to within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the Employer and the Union in each step.

**7.7 Choice of Remedy** - If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article 7 or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

**ARTICLE 8: SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Maplewood. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been

taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

#### **ARTICLE 9: SENIORITY**

- 9.1 Seniority shall be determined by the employee's length of continuous employment as a Sergeant with the Police Department and posted in an appropriate location.
- 9.2 During the probationary period a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned Employee may be returned to their previous position at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. Employees on layoff shall have an opportunity to return to work within two years of the time of their layoff before any new employee is hired or promoted.
- 9.4 Patrol Shift selection shall be based upon seniority. The bid will be done annually going into effect on January 1<sup>st</sup>. The bid will be completed by September 15 for the following year. In the event there is a reassignment or a change in patrol seniority a bid must be posted immediately and be completed in 96 hours. The bid will then go into effect 28 days after the bid has been completed. The bid must specify sets days or rotation and specify specific set hours of the shifts.
- 9.5 Employees may select two (2) continuous vacation periods by seniority in the fall for the following calendar year. The first choice shall be selected from a posting posted by October 1st. Such selection shall be completed by October 30th. The second choice shall be selected from a posting posted by October 31st. Such selection shall be completed by November 30th. There shall be no second choice bids until first choice bids have been completed. Employees shall bid in a timely manner. A timely manner is defined as a maximum of two of the employee's working days after becoming eligible to bid. After November 30th, vacations shall be bid on a first-come, first-served basis.

#### **ARTICLE 10: DISCIPLINE**

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms
  - a) oral reprimand;
  - b) written reprimand;
  - c) suspension;
  - d) demotion; or
  - e) discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 10.6 Grievances relating to suspensions, demotions or terminations shall be initiated by the union in Step 3 of the grievance procedure under Article 7.
- 10.7 The Employer will remove old disciplinary letters after five (5) years if no further discipline, above that of a verbal reprimand, has occurred within that five-year period.

**ARTICLE 11: CONSTITUTIONAL PROTECTION**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

**ARTICLE 12: WORK SCHEDULES**

- 12.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each Employee through:
  - a) hours worked on assigned shifts;
  - b) holidays;
  - c) assigned training;
  - d) authorized leave time.
- 12.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 12.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.
- 12.4 Employees may voluntarily switch shifts with their Supervisor's approval. Voluntary switching of shifts shall not obligate the Employer for overtime pay.
- 12.5 No employee shall have their schedule changed without the employee's consent within 14 days. Schedule changes within 14 days will be considered mandatory and paid at an overtime rate for all hours worked.
- 12.6 If the schedule selected by the employer would normally cause the work week to extend past 80 hours the employer may choose to pay regular time up to 84 hours or bank hours over 80 (to 84) for use as paid time off. If the schedule requires time to be made up, the employer and union will develop a mutual understanding as how the employer will manage the shortage.. Once agreed upon agreement will be placed in a memorandum of understanding.
- 12.7 If a shift is modified or rescheduled in lieu of some other event, i.e. training, all the hours must be used on the day actually being worked.
- 12.8 Open shifts within this bargaining group must be offered within the bargaining group prior to being filled by another bargaining group, unless the open shift is four (4) hours or less in length and the open shift became available less than 48 hours to the start of the shift.

**ARTICLE 13: OVERTIME**

- 13.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by Employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.

**ARTICLE 14: COURT TIME**

An Employee who is required to appear in Court during his scheduled off-duty time shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the Employee for the four (4) hour minimum. If employees have received notice from EMPLOYER of a specific date and time to appear in court on behalf of EMPLOYER during their scheduled off duty time, and EMPLOYER (specifically a prosecuting body) cancels said appearance with less than 36 hours notice from the time and date of such requested appearance, then employee shall receive reimbursement equivalent to the Court Time pay as provided herein, for such cancellation, upon notation on the timesheet of the employee requesting such reimbursement. Such reimbursement shall not apply to cancellation if employee has been called for multiple hearings on the same day, unless all such hearings were cancelled. In such event that multiple hearings were noticed for the same day and all were cancelled less than thirty six (36) hours prior to such hearings, then employee is still only eligible for one 4 hour reimbursement as provided above.

**ARTICLE 15: CALLBACK TIME**

An Employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two (2) hour minimum.

**ARTICLE 16: VACATIONS/ANNUAL LEAVE**

- 16.1 Full-time employees who are who are not accruing annual leave shall earn vacation leave as per the following schedule:

1-4 years of service	10 working days per year
5-11 years of service	15 working days per year

12-20 years of service	20 working days per year
21 years and thereafter	25 working days per year

- 16.2 Employees shall be allowed to carry over a maximum of one and one-half (1-1/2) times their annual earning rate into any succeeding year.
- 16.3 On December 1<sup>st</sup> of each year, employees who are at the 15 day vacation accrual rate or higher, with a minimum balance of 80 hours, shall be eligible to convert up to 40 hours of unused vacation time to deferred compensation. Conversion will be at the Employers current hourly rate as of 12-01 and will be on the basis of one hour of vacation for one hour of deferred compensation pay. Actual conversion will take place in the second payroll of the following year.
- 16.4 The Employer and Union agree to incorporate the Annual Leave Program as adopted by the City on May 5, 2001, and as amended on September 23, 2002. Articles 16.1 through 16.3 do not apply to employees who select the Annual Leave Program.

Full-time employees who are on the annual leave benefit plan shall earn annual leave as per the following schedule:

Annual Leave Accrual Rates for FT employees -

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
1 - 4 Years	19 days (152 hours per year)
5 - 11 Years	24 days (192 hours per year)
12 - 20 Years	29 days (232 hours per year)
After 20 Years	34 days (272 hours per year)

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

**ARTICLE 17: HOLIDAYS**

- 17.1 All full-time employees shall be entitled to observe the following ten (10) statutory holidays and shall be compensated at their regular pay rate for these days. Holiday hours will be made available January 1<sup>st</sup> of each year. If employment is separated the balance will be withheld by the employer based on the actual holidays earned.

New Year's Day	Martin Luther King's B-Day
President's Day	Veteran's Day
Memorial Day	Independence Day

Labor Day  
Day After Thanksgiving

Thanksgiving Day  
Christmas Day

These holidays shall be credited toward the normal work year as per 12.1 of the Labor Agreement.

- 17.2 If employees are required to work on an observed holiday (listed in 17.1), they shall be compensated at time and one half for actual hours worked on the holiday. Employees who work at least half of their assigned shift on the holiday will receive time and one half for the entire shift. Compensation shall be credited in either pay or compensatory time off.
- 17.3 If an employee is called to duty on their scheduled off-duty time on a statutory holiday, as defined in Article 17.1, shall receive a minimum of two (2) hours' pay at two times the employee's base pay rate.
- 17.4 In addition to the holidays listed in 17.1, all full-time employees shall receive twenty (20) hours of Personal holiday time per year. The time shall be requested off by the employee and approved by the employer. The hours must be used during the year and will not carry over to the next year. Any unused hours as of December 31<sup>st</sup> will be converted to the employee's Retiree Health Savings Plan.

#### **ARTICLE 18: SICK LEAVE**

- 18.1 A full-time employee who is not accruing annual leave shall accumulate sick leave at a rate of one and one-quarter (1-1/4) days per month. Accumulated sick leave shall never total more than three hundred (300) days. Actual sick leave cannot be made up by additional work shifts.
- 18.2 Full-time employees can convert sick leave to vacation or deferred compensation (at the Employee's current pay rate) on December 31st of any year assuming the Employee elected the conversion option at the beginning of the year and had at least 800 hours at that time. The rate of conversion will be two (2) hours of sick leave for one (1) hour of vacation or deferred compensation. Such conversion shall not exceed a total of forty-eight (48) hours of vacation or deferred compensation.

The sick leave balance will be capped (frozen) on January 1 of the year the option is first elected. That balance or cap (which can be anything between 800 and 2400 hours) will remain as the cap for that Employee into the future. Employees will, however, accrue additional sick leave hours (above the cap) during the succeeding twelve months at the regular accrual rate only for purposes of conversion or use during that year.

The conversion will take place on December 31st and will be limited to the 48 hours as stated above. Only hours earned in excess of the cap (January 1 through December 31) are eligible for conversion. Any additional hours accrued but unused during that year will be lost.

An Employee who does not elect the conversion option will never accrue above 2400 hours. Employees who are close to, or at, 2400 hours who elect the conversion option at the beginning of a given year can accrue additional sick leave above the 2400 hours during the year only for purposes of conversion, or use, during that year. Hours accrued but unused between January 1 and December 31 of that year will then be converted to a maximum of

48 hours of vacation or deferred compensation. Any remaining balance above the cap will be lost. The employee will start the following year with no more than 2400 hours.

Employees who have a sick leave cap and who retire or resign under satisfactory conditions prior to December 31 of a given year, will be eligible to convert up to 80% of sick leave accrued and unused during that year.

- 18.3 Article 18 does not apply to employees who accrue annual leave except as provided in the Annual Leave Program (Current Sick Leave Balance—Deferred Sick Leave and Severance Pay sections).

#### **ARTICLE 19: SEVERANCE PAY**

Upon retirement or termination under satisfactory conditions, after at least ten (10) years of service, the Employee shall receive one-half (1/2) of his/her accumulated sick leave upon the basis of the Employee's outgoing salary. In case of death which cannot be contributed to his/her duty, payment of one-half (1/2) of Employee's sick leave shall be paid to the Employee's beneficiary. In case of death in the line of duty, payment of the Employee's full-accumulated sick leave shall be made to the Employee's beneficiary.

#### **ARTICLE 20: FUNERAL/BEREAVEMENT LEAVE**

A maximum of up to three (3) days of funeral/bereavement leave with pay shall be extended to a regular full-time Sergeant upon the death of a member of the immediate family of said Sergeant or his/her spouse (i.e., spouse, children, sons-in-law, daughters-in-law, grandchildren, parents, grandparents, brothers, sisters, legal guardian, or individuals who are under the Employee's legal guardianship) for the attendance at the funeral or other demonstrated need in relation thereto. Any leave beyond one (1) day to be upon approval of the immediate supervisor. The actual time off, and funeral leave approved, will be determined by the department head depending on individual circumstances (such as closeness of the relative, arrangements to be made, distance to the funeral, etc.) Eligibility for time off in accordance with this policy will be pro-rated for part-time employees.

#### **ARTICLE 21: INJURY ON DUTY**

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid no more than the difference between the Employee's regular take-home pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the Employee's vacation, sick leave, or other accumulated paid benefits.

#### **ARTICLE 22: INSURANCE**

##### **2015 Health Care Costs/Contributions**

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

- a. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
  - i. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
- b. \$1,900 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage in either the Medica Elect/Essential Plan or Medica Choice plan.
- c. \$3,200 annually into a HRA for those employees who elect family coverage in either the Medica Elect/Essential Plan or Medica Choice Plan.
- d. The City shall make such deposits for single or family HRA contributions by way of pro-rata contributions. The City will also provide a funding option which shall be available to any employee who requires earlier funding of the City's contribution due to medical event(s). In such case, the Employee shall make a request for funding to the Human Resources Coordinator and shall provide documentation supporting such request. The City shall also make a resource person available on a regular basis to the Employees to assist them with paperwork and billing issues related to the HDHP.
- e. As an incentive to participate in the Wellness Program, the City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave or 12 hours of vacation pay (for those employees still on the vacation sick plan) in lieu of receiving the contribution into the Employee's HRA.

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

- a. The employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for the Medica Elect/Essential plan. For any employee who chooses to participate in any other plan offered by the City, if any, the City will contribute an amount equal to the actual dollar amounts paid for single HDHP coverage towards the monthly premiums for other such plans for single coverage, and an amount equal to the actual dollar amounts paid for family HDHP coverage for families toward the monthly premiums for such plans for family coverage and the employee shall be responsible to pay any difference over and above such contributions. The Employer shall contribute towards the cost for insurance as follows:
  - i. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
    - 1. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
  - ii. \$1,700 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage. For newly hired employees who have successfully completed one year of employment, the contribution shall be \$1800.00.

- iii. \$2,700 annually into a HRA for those employees who elect family coverage. For newly hired employees who have successfully completed one year of employment, the contribution for family coverage shall be \$2800.00.
- b. The City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave in lieu of receiving the contribution into the Employee's HRA.

**2016 Health Care Costs/Contributions**

The Employer and the Employee mutually agree to re-open this contract in 2016 to negotiate health insurance costs/contributions. The re-opener is exclusive to health care. The Employer and the Employee further agrees to actively engage in labor-management discussions and planning with regard to future citywide health insurance offerings. It is the city's expectation that a global agreement will be reached by the city's insurance committee.

In the event health insurance provision of this agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to negotiate alternative provisions; especially as it relates to "Cadillac Plan" penalty provisions.

Any changes that are presented at renewal will be discussed (and agreed to) through the Labor-Management Committee process. These benefits apply to FT employees only.

- 22.5 Dental, Life and Long-Term Disability Insurance – The Employer shall pay 100% of the cost of employee (single) dental insurance coverage, a \$35,000 group term life insurance policy, and long-term disability insurance for regular full-time employees
- 22.6 The Employer will provide an IRS-125 plan for the Employee's contribution in order to permit the Employee to pay with pre-tax dollars.
- 22.7 Short-Term Disability Insurance – The City agrees to offer or go out for bid for short-term disability insurance coverage. Employees may elect this optional coverage at the employee's cost.
- 22.8 Retiree Health Savings Plan—The City agrees to provide a retiree health savings plan with the following plan specification:
  - 1. **Participant and benefit eligibility criteria:** Must be full-time employee, no minimum or maximum age and no years of service requirement, except as stipulated for eligible severance pay in current labor agreement.
  - 2. **Benefits will be limited to insurance premiums** (health, dental, vision and long-term care premiums, Medicare Part B, Medicare Part D, Medicare supplements, other prescription drug insurance premiums) and out-of-pocket expenses described as eligible by the IRS.
  - 3. **The RHS plan will be funded by severance pay as follows:**  
One-hundred percent (100%) of eligible severance pay for sick leave and deferred sick leave would be deposited into the RHS plan if the employee is age 31 or above at the time of separation from service.

**ARTICLE 23: STANDBY PAY**

An employee placed on standby for court will be paid one-quarter (1/4) hour for each hour on standby under the following circumstances. A Lieutenant, or higher-ranking officer in the department, will set a defined period with a start and automatic ending time, but can call and cancel it earlier. The Lieutenant will decide when and if they will put an employee on standby.

**ARTICLE 24: UNIFORMS**

The Employer shall provide a contribution for required uniform and equipment items, but the contribution is not to exceed \$900 per year for 2015 and 2016. Uniform balances may be carried over from year to year, not to exceed a one year amount. The Employer will reimburse Employees one-hundred percent (100%) of the cost of peace officer license renewal.

**ARTICLE 25: LONGEVITY AND EDUCATIONAL INCENTIVE**

25.1 Effective January 1, 2011, the following terms and conditions are effective:

25.1.1 After four years of continuous employment as a Sergeant, each Employee shall be paid an additional step in pay of three and one half percent (3.5%) of that Employees base pay.

25.1.2 After six years of continuous employment as a Sergeant, each Employee shall be paid an additional step in pay of five and one half percent (5.5%) of that Employees base pay. This step in pay increase shall not be cumulative and does not include the three and ½ percent (3.5%) four (4) year step set forth above. Specifically, the five and ½ percent (5.5%) is calculated on the base pay which shall not include the aforementioned three and ½ percent (3.5%) increase.

25.1.3 After eight (8) years of continuous employment as a Sergeant, each Employee shall be paid an additional step in pay of seven and one half percent (7.5%) of that Employees base pay. This step in pay increase shall not be cumulative and does not include the two steps set forth above. Specifically, the seven and ½ percent (7.5%) is calculated on the base pay which shall not include the aforementioned increases.

25.1.3 After twelve (12) years of continuous employment as a Sergeant, each Employee shall be paid an additional step in pay of nine and one half percent (9.5%) of that Employees base pay. This step in pay increase shall not be cumulative and does not include the three steps set forth above. Specifically, the nine and one half percent (9.5%) is calculated on the base pay which shall not include the aforementioned increases.

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

school provided they pay the difference in cost. Employees must reimburse the City on a pro-rata basis if they voluntarily leave employment or are terminated for cause within thirty six (36) months of reimbursement.

**ARTICLE 26: FALSE ARREST**

The Employer shall provide and pay all premiums due on False Arrest Insurance to cover all Employees covered by this Agreement.

**ARTICLE 27: WAIVER**

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

The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement or with respect to any term or condition of employment not specifically referred to or covered by the Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

- 31.3 The Union and the City agree to meet and confer to discuss possible accommodations for "qualified" disabled employees as the need arises, consistent with the intent of the Americans with Disabilities Act.

**ARTICLE 28: DURATION**

Except as herein provided, this Agreement shall be effective as of January 1, 2015, except as herein noted, and shall continue in full force and effect until December 31, 2016 and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by October 31<sup>st</sup> of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

In witness whereof, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 .

FOR THE CITY OF MAPLEWOOD:

FOR L.E.L.S.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Agent

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

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Assistant City Manager/ Director of Human Resources

**APPENDIX A**

1. **WAGE RATES**

**Effective January 1, 2015 (2% increase)**

Start.....	\$6,934.07
After 1 Year .....	\$7,151.48
After 2 Years .....	\$7,370.01
After 3 Years Top Sergeant Pay .....	\$7,587.39

**Effective January 9th, 2016 (1% increase)**

Start.....	\$7,003.41
After 1 Year .....	\$7,222.99
After 2 Years .....	\$7,443.71
After 3 Years Top Sergeant Pay .....	\$7,663.27

**Effective June 11<sup>th</sup>, 2016 (1% increase)**

Start.....	\$7,073.45
After 1 Year .....	\$7,295.22
After 2 Years .....	\$7,518.15
After 3 Years Top Sergeant Pay .....	\$7,739.90

**Effective September 3<sup>rd</sup>, 2016 (1% increase)**

Start.....	\$7,144.18
After 1 Year .....	\$7,368.17
After 2 Years .....	\$7,593.33
After 3 Years Top Sergeant Pay .....	\$7,817.30

2. **DEFERRED COMPENSATION**

In addition to the hourly rates provided in Appendix A: Section 1, the city will contribute up to \$120 per month in deferred compensation, provided the Employee agrees to match the EMPLOYER'S contribution of one hundred twenty (\$120) dollars per month. The EMPLOYER agrees that if the Employee desires to contribute a lesser amount then the EMPLOYER shall match that lesser amount as well. The Employee agrees to match such contribution and have the funds deposited in a city approved deferred compensation plan.

3. **PARAMEDIC DIFFERENTIAL**

In previous labor agreements the Police Sergeants participated in a 'paramedic program'. For the purposes of this agreement and any future agreement, it is agreed the 'paramedic program' is eliminated. Each Sergeant Paramedic, which has been identified as 3 employees, will receive a one-time lump sum payment in the amount of \$1,333. The employee has the option of taking the payment as cash (payroll check) or to deposit in a city approved deferred compensation plan. The city agrees to make such payment within 14 days after the execution of this contract. Any language referenced to the 'paramedic program' is currently null and void and will be removed from future labor agreements.

4. INVESTIGATIVE SERGEANT/ NON-PATROL POSITIONS DIFFERENTIAL

The Sergeant assigned by the Police Chief to Investigations or any non-patrol position shall receive a pay differential of six percent (6%). The differential will be based on the top sergeant pay rate.

**MEMORANDUM**

**TO:** City Council  
**FROM:** Melinda Coleman, City Manager  
**DATE:** March 3, 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 16<sup>th</sup>
  - a. Council / Staff Retreat 8:00 am – 4:30 pm
2. March 23<sup>rd</sup>
  - a. Workshop –No items currently scheduled.
3. April 13<sup>th</sup>
  - a. Workshop - Update on New Police CAD System; Fire/EMS Needs and Options; Communication Plan Update
4. April 27<sup>th</sup>
  - a. Workshop – Regional Council of Mayors Presentation given by Myles Shaver from the University of Minnesota and Peter Frosch from Greater MSP; MCC Asset Management Plan

**Budget Impact**

None.

**Recommendation**

No action required.

**Attachments**

None.