

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, August 24, 2015
City Hall, Council Chambers
Meeting No. 16-15

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 August 10, 2015 City Council Workshop Minutes
2. Approval of August 10, 2015 City Council Meeting Minutes
3. Approval of August 14, 2015 Special City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Resolution Approving Commission & Board Appointments
2. Presentation of Tuj Lub Partnership at Keller Park

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 to Enter into Agreements with Enterprise Fleet Management for Leasing of City Vehicles
3. Approval of a Public Easement, Fire Station 1 Improvements, City Project 12-14
4. Approval of Cooperative Agreement (PW 2014-32) with Ramsey County, Arkwright-Sunrise Area Improvements, City Project 12-09
5. Approval of Funding for the Tuj Lub Project at Keller Park
6. Approval of Resolution Accepting a Donation to Maplewood Nature Center

H. PUBLIC HEARINGS

1. Consideration of an Ordinance Amendment to Allow Temporary Exterior Sales in Business Commercial Districts – Second Reading

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Consideration to Proceed with Design Work, Fish Creek Improvements, City Project 15-19
2. Consideration of Century Link Franchise
3. Consideration of Purchase Agreement with Scooters Coffee, 2228 Maplewood Drive N
 - a. Intent to Close Meeting (§13D.05 subd. 3c)

K. AWARD OF BIDS

None

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

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update

N. COUNCIL PRESENTATIONS

O. ADJOURNMENT

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
6:00 P.M. Monday, August 10, 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 6:07 p.m. by Mayor Slawik.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

Councilmember Abrams moved to approve the agenda as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS**1. MCC Theatre Lease Discussion – Ashland Productions**

Parks & Recreation Director Konewko introduced the staff report. Rob Sutherland, Artistic Director with Ashland Productions addressed the council to give the presentation and answer questions of the council. Parks & Recreation Director Konewko reviewed the specifics of the lease agreement and answered questions of the council.

2. Commission & Board Interviews

The following individuals were interviewed for the commissions indicated:

1. Ryan Ries, Environmental Natural Resources Commission
2. Russell Susag, Environmental Natural Resources Commission and Parks & Recreation Commission

F. ADJOURNMENT

Mayor Slawik adjourned the meeting at 7:05p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
 7:00 p.m., Monday, August 10, 2015
 Council Chambers, City Hall
 Meeting No. 15-15

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:18 p.m. by Mayor Slawik.

Mayor Slawik reported on the police ride along she went on last Saturday evening. Police Chief Schnell gave additional information.

B. PLEDGE OF ALLEGIANCE

Nathan Orts from Boy Scout Troop 90 in St. Paul was in attendance at the council meeting to work on his communication merit badge. He then led the council in the pledge of allegiance.

C. ROLL CALL

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

D. APPROVAL OF AGENDA

The following items were added to the agenda:

N1	Gun Range
N2	Maplewood Community Center
N3	Hunger Action Month
N4	National Night Out
N5	Green Corp
N6	National Night Out
N7	Cable Commission
N8	Bingo Bash at Maplewood Community Center
N9	Prairie Care Ground Breaking
N10	Empowerment Picnic

The following item was pulled from the agenda:

J1	Consider Approval of On-Sale Intoxicating Liquor License for Central Florida Restaurants, Inc – TGI Fridays, 3087 White Bear Avenue N
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Councilmember Abrams moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

3. Acceptance of donation to Maplewood Police Reserve Unit from the Ramsey County Fair

Councilmember Juenemann moved to approve the resolution accepting the donation made by the Ramsey County Fair Board to the Maplewood Police Reserve Unit.

Resolution 15-8-1241
Expressing Acceptance of and Appreciation of a
Donation to the Maplewood Police Department

WHEREAS, the Ramsey County Agricultural Society/Fair Board has presented to the Maplewood Police Department a donation in the amount of \$425; and

WHEREAS, this donation is intended for the purpose of Maplewood Police Reserve Unit equipment and/or needs; and

WHEREAS, the Maplewood City Council is appreciative of the donation and commends the Ramsey County Agricultural Society/Fair Board for their civic efforts,

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

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

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

4. Acceptance of Grant and Approval of Contract with Great River Greening for Fish Creek Pollinator Program

Councilmember Juenemann moved to approve the grant to conduct activities at the Fish Creek site including pollinator education, monitoring, and habitat enhancement, and study of techniques to improve resilience of bur oak communities; the contract with Great River Greening for pollinator education and direct the Finance Director to increase the Nature Center budget by the amount of the grant, over the three year grant period.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

5. Approval to Submit Grant Applications to the Saint Paul Foundation and the Metropolitan Regional Arts Council (MRAC)

Councilmember Juenemann moved to approve the City Manager and staff to make grant applications to The Saint Paul Foundation, F.R. Bigelow Foundation, Mardag Foundation, and the Metropolitan Regional Arts Council.

Seconded by Councilmember Abrams Ayes – All

The motion passed.

H. PUBLIC HEARING

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

- 1. Consider Approval of On-Sale Intoxicating Liquor License for Central Florida Restaurants, Inc – TGI Fridays, 3087 White Bear Avenue N**

This item was pulled from the agenda.

- 2. Consider Approval of a Resolution to Increase the Fireworks Sales Permit Fee for Exclusive Fireworks Retailers**

Citizen Services Director/City Clerk Haag gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the resolution increasing the permit fee for retailers engaging in exclusive fireworks sales to the maximum allowed amount by MN §624.20 subd.1(d) of \$350.00.

Resolution 15-8-1242

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the permit fee for Retail Fireworks Sales permit, for exclusive fireworks sales be \$350.00.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

- 3. Consideration of a Planned Unit Development Revision and Design Review for an Overflow Parking Lot, The Shores at Lake Phalen, 1870 East Shore Drive**

Building Official Carver gave the staff report and answered questions of the council.

Commissioner Fred Dahm gave the report from the planning commission. City Engineer/Public Works Director Thompson answered additional questions of the council. Greg Johnson of Maplewood Senior Living, LLC addressed the council to give additional information and answer questions of the council.

Councilmember Koppen moved to approve:

1. Approve the revised conditional use permit for a planned unit development resolution to allow an additional 16 parking spaces be added to the property located at 1870 East Shore Drive. Approval is based on the findings required by ordinance and subject to the following conditions:
 - a. The engineering department shall review and determine approval of all final construction and engineering plans. These plans shall comply with all requirements as specified in the city engineering department's June 7, 2010 review and the city engineering department's July 10, 2015 review regarding the overflow parking lot.
 - b. All construction shall follow the plans date-stamped May 24, 2010, and with revisions as noted in this approval and the overflow parking lot shall follow the plans date-stamped July 2, 2015. The city council may approve major changes to the plans. City staff may approve minor changes to the plans.
 - c. The project is approved with 28 underground and 40 surface parking spaces. This is a parking reduction of 142 parking spaces (210 parking spaces are required per city code).
 - d. The project is approved with a 147 square foot floor area reduction in the required unit floor area for the memory care and assisted living studio units (580 square foot units are required per city code; 433 to 578 square foot units are proposed).
 - e. The project is approved with a 20-foot front yard setback along Frost Avenue for the one-story dining room and kitchen portion of the building (30-foot front yard setback required per city code).
 - f. The project is approved with a 5-foot side yard setback along the south property line for the overflow parking lot (20-foot side yard setback is required per city code).
 - g. The project is approved with storage space of not less than 30 cubic feet for the memory care and transitional care units (120 cubic feet of storage area per unit required per city code).
 - h. All signs on the property must be approved by the community design review board.
 - i. Approval is conditioned on the owner constructing or funding a Gladstone neighborhood entry monument sign at the intersection of Frost Avenue and East Shore Drive.

- j. Approval is conditioned on the applicant implementing interior or exterior signage which reflects the previous use of the property as the St. Paul Tourist Cabin site.
 - k. The approved landscape plan and tree preservation requirements shall be subject to monitoring by city staff to assure compliance. Minor modifications to these plans shall be subject to review by staff while major modifications shall require city council approval.
 - l. The proposed construction must be substantially started within one year of city council approval or the permit shall end. The city council may extend this deadline for one year.
 - m. The city council shall review this permit in one year.
 - n. Approval is conditioned on the owner submitting a revised site plan for the overflow parking lot showing location, size, and species of trees that will be removed due to the construction of the parking lot. Applicant must follow the city's tree preservation and replacement requirements.
 - o. A sign shall be installed indicating the overflow parking lot is for employee parking only.
2. Approve the plans date-stamped July 10, 2015 for the proposed parking lot at the Shores at Lake Phalen, 1870 East Shore Drive. Approval is subject to the applicant doing the following:
- a. Repeat this review in two years if the city has not issued permits for this project.
 - b. Submit a revised site plan for the overflow parking lot showing location, size, and species of trees that will be removed due to the construction of the parking lot. Applicant must follow the city's tree preservation and replacement requirements.
 - c. If lighting is added to this parking lot, a photometric plan must be submittal to staff for approval to ensure compliance with ordinance.
 - a. All sod and required native plantings must be restored to existing conditions.

Resolution 15-8-1243
Conditional Use Permit

WHEREAS, Greg Johnson of Maplewood Senior living, LLC, applied for a revised conditional use permit for a planned unit development to create 16 additional parking spaces at 1870 East Shore Drive.

WHEREAS, this permit applies to the property at 1870 East Shore Drive. The legal description is:

LOT 1, BLOCK 1, THE SHORE OF LAKE PHALEN, RAMSEY COUNTY, MINNESOTA THAT LIES NORTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTH

27 DEGREES 23 MINUTES 03 SECONDS WEST, ALONG THE SOUTHWESTERLY LOT LINE OF SAID LOT 1, A DISTANCE OF 509.1 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE NORTH 64 DEGREES 53 MINUTES 46 SECONDS EAST A DISTANCE OF 105.83 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 41 SECONDS EAST, A DISTANCE OF 74.90 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1 AND THERE TERMINATING. (PIN 16-29-22-31-0029)

WHEREAS, on July 21, 2015, the planning commission held a public hearing. The city staff published notice in the Maplewood Review and sent a notice to the abutting property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered reports and recommendations from the city staff. The planning commission recommended that the city council approve this request.

WHEREAS, on July 21, 2015, the city council reviewed this request after considering the recommendations of staff and the planning commission.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional cost for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

- a. The engineering department shall review and determine approval of all final construction and engineering plans. These plans shall comply with all requirements as specified in the city engineering department's June 7, 2010 review and the city engineering department's July 10, 2015 review regarding the overflow parking lot.
- b. All construction shall follow the plans date-stamped May 24, 2010, and with revisions as noted in this approval and the overflow parking lot shall follow the plans date-stamped July 2, 2015. The city council may approve major changes to the plans. City staff may approve minor changes to the plans.
- c. The project is approved with 28 underground and 40 surface parking spaces. This is a parking reduction of 142 parking spaces (210 parking spaces are required per city code).
- d. The project is approved with a 147 square foot floor area reduction in the required unit floor area for the memory care and assisted living studio units (580 square foot units are required per city code; 433 to 578 square foot units are proposed).
- e. The project is approved with a 20-foot front yard setback along Frost Avenue for the one-story dining room and kitchen portion of the building (30-foot front yard setback required per city code).
- f. The project is approved with a 5-foot side yard setback along the south property line for the overflow parking lot (20-foot side yard setback is required per city code).
- g. The project is approved with storage space of not less than 30 cubic feet for the memory care and transitional care units (120 cubic feet of storage area per unit required per city code).
- h. All signs on the property must be approved by the community design review board.
- i. Approval is conditioned on the owner constructing or funding a Gladstone neighborhood entry monument sign at the intersection of Frost Avenue and East Shore Drive.
- j. Approval is conditioned on the applicant implementing interior or exterior signage which reflects the previous use of the property as the St. Paul Tourist Cabin site.
- k. The approved landscape plan and tree preservation requirements shall be subject to monitoring by city staff to assure compliance. Minor modifications to these plans shall be subject to review by staff while major modifications shall require city council approval.
- l. The proposed construction must be substantially started within one year of city council approval or the permit shall end. The city council may extend this deadline for one year.

- m. The city council shall review this permit in one year.
- n. Approval is conditioned on the owner submitting a revised site plan for the overflow parking lot showing location, size, and species of trees that will be removed due to the construction of the parking lot. Applicant must follow the city's tree preservation and replacement requirements.
- o. A sign shall be installed indicating the overflow parking lot is for employee parking only.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

4. Consideration of a Resolution Ordering Preparation of Feasibility Study, Bellaire Avenue Improvements (Beam to Lydia), City Project 15-16

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

Councilmember Juenemann moved to approve the Resolution Ordering the Preparation of a Feasibility Study for City Project 15-16, Bellaire Avenue Improvements.

Resolution 15-8-1244
Ordering Preparation of a Feasibility Study

WHEREAS, it is proposed to make improvements to Bellaire Avenue from Beam Avenue to Lydia Avenue in a joint project with North Saint Paul of which the project area is depicted in the attached map, hereby called City Project 15-16 and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to the city engineer or his designee 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, funds in the amount of \$8,000 are appropriated to conduct preliminary engineering and prepare a feasibility report.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

5. Consideration to Approve Amendments to Cable Franchising Policies &

3. Hunger Action Month

Councilmember Juenemann reminded citizens that September is Hunger Action Month sponsored by Second Harvest and donations can be dropped off at City Hall, Community Center, Public Works Building and the Nature Center.

4. National Night Out

Councilmember Juenemann reported that National Night Out was a huge success and residents were very thankful for the participation of the Police and Fire Departments.

5. Green Corp

Councilmember Juenemann thanked Joe Ballandby, Green Corp member and reported that he will be leaving Maplewood by the end of August.

6. National Night Out

Councilmember Abrams commented that National Night out was a great success.

7. Cable Commission

Councilmember Abrams gave an update on the Cable Commission Bi-Law Committee meeting she attended.

8. Bingo Bash at Maplewood Community Center

Councilmember Abrams reported that there will be a Bingo Bash & Movie Night Event at the Maplewood Community Center on August 13, 2015 at 5:00 p.m. Mayor Slawik reported that Z-Puppets will also be there to do a preview.

9. Prairie Care Ground Breaking

City Manager Coleman reported that the Prairie Care Medical Group will be holding their ground breaking ceremony at their site on Beam Avenue at 10:00 a.m. on Friday, August 14, 2015.

10. Empowerment Picnic

Mayor Slawik reported on the Empowerment Picnic she and Police Chief Schnell attended.

Mayor Slawik reported that last Saturday the Philippine Center in Maplewood had the Consulate General here from Chicago to hold a Consular Outreach day.

ADJOURNMENT

Mayor Slawik adjourned the meeting at 9:10 p.m.

AGENDA
MAPLEWOOD CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
4:00 P.M. Friday, August 14, 2015
City Hall, Council Chambers

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 4:04 p.m. by Mayor Slawik.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

Councilmember Abrams moved to approve the agenda as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Approval of the Resolution Canvassing the Results of the August 11, 2015 Municipal Primary Election

Citizen Services Director Haag gave the staff report and answered questions of the City Council.

Councilmember Juenemann moved to approve the Resolution Canvassing the Results of the August 11, 2015 Municipal Primary Election.

Seconded by Councilmember Koppen Ayes – All

F. ADJOURNMENT

Mayor Slawik adjourned the meeting at 4:11 p.m.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Lois Knutson, Senior Administrative Assistant
DATE: August 18, 2015
SUBJECT: Resolution Approving Commission & Board Appointments

Introduction

Currently there is one opening on the Heritage Preservation Commission and there are two openings on the Parks & Recreation Commission. The openings are due to resignations and term expirations. The City has advertised and accepted applications from interested individuals. The City Council then interviewed the candidate for the commissions and filled out ballots during the Workshop prior to this meeting. Staff has tallied the ballots.

Recommendation

Staff recommends the City Council approve the attached resolution to appoint the candidate, Dorothy Molstad, to one of the commissions indicated.

Heritage Preservation Commission (one opening) term expires April 30, 2018

Parks & Recreation Commission (two openings) term expires April 30, 2018

**Note: Recommendation will be modified to reflect the Council votes.*

Attachment:

1. Resolution for Appointment

RESOLUTION

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

Hereby appoints Dorothy Molstad, who has interviewed with the Maplewood City Council, to serve on the following commission:

Heritage Preservation Commission (one opening) term expires April 30, 2018

Or

Parks & Recreation Commission (two openings) term expires April 30, 2018

**Note: Recommendation will be modified to reflect the Council votes.*

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director
Jim Taylor, Parks Manager

DATE: August 24, 2015

SUBJECT: Presentation on Tuj Lub Partnership

Introduction

One of the recommendations of the Maplewood Parks System Master Plan includes the development of the culturally significant Tuj Lub court within the City. This recommendation also speaks directly to City Council's goal of seeking partners to leverage resources. Over the past year Staff has been working on a partnership with Ramsey County, The Minnesota Tuj Lub Association, and our legislative team to bring state of the art Tuj Lub courts to Maplewood. Members of each of these groups will be present to speak about the partnership.

Background

Through this partnership staff has secured funding to construct four courts in Keller Park. The following members of the partnership will be present to speak about the partnership.

State Senator, Fong Hawj
State Representative, Leon Lillie
County Commissioner, Victoria Reinhardt
MN Tuj Lub Member, Chia Chue Yang
Ramsey County Parks and Recreation Director, Jon Oyanagi

There will be a groundbreaking ceremony for this project on Wednesday, September 16 at 5:00PM at the site. More information about this event will be available soon.

Recommendation

There is no recommendation

Attachments

None

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MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: August 18, 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:

\$ 170,449.21	Checks # 95554 thru # 95581 dated 8/11/2014
\$ 3,598,765.25	Disbursements via debits to checking account dated 08/03/15 thru 08/07/15
\$ 555,255.42	Checks #95582 thru #95633 dated 08/11/15 thru 08/18/15
\$ 8,784,474.56	Disbursements via debits to checking account dated 08/10/15 thru 08/14/15
<u>\$ 13,108,944.44</u>	Total Accounts Payable

PAYROLL

\$ 531,704.12	Payroll Checks and Direct Deposits dated 08/14/15
\$ 1,151.53	Payroll Deduction check # 9995505 thru #9995506 dated 07/31/15
<u>\$ 532,855.65</u>	Total Payroll
<u><u>\$ 13,641,800.09</u></u>	GRAND TOTAL

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

Attachments

Check Register
City of Maplewood

08/10/2015

Check	Date	Vendor	Description	Amount	
95554	08/11/2015	05339	CHRIS MASTELL TRAILER RENTALS	STORAGE RENTAL 5-22 - 6/22	125.00
95555	08/11/2015	01337	RAMSEY COUNTY-PROP REC & REV	MULCH FOR PARKS AND PW	900.00
95556	08/11/2015	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEES - JULY	458.64
	08/11/2015	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT - JULY	427.44
95557	08/11/2015	01409	S E H	SVCS FOR PROJ 15-14 & 11-25	381.05
95558	08/11/2015	05026	ADVANTAGE SPORTS LLC	2015 - SUMMER SESSION I - JUNE	808.50
	08/11/2015	05026	ADVANTAGE SPORTS LLC	2015 - SUMMER SESSION II - JULY	693.00
95559	08/11/2015	01811	BERNATELLO'S PIZZA	PIZZA FOR SNACK BAR	102.00
95560	08/11/2015	05369	CINTAS CORPORATION #470	CH - ULTRACLEANING SRVCS	366.31
	08/11/2015	05369	CINTAS CORPORATION #470	CH - CLEANING SUPPLIES	39.28
95561	08/11/2015	03645	CUMMINS NPOWER LLC	RENTAL BACKUP GENERATOR 06/10-07/08/	1,037.50
95562	08/11/2015	00003	ESCROW REFUND	ESCROW REL THOMAS ENGLISH RETAIL	1,274.31
95563	08/11/2015	00003	ESCROW REFUND	ESCROW REL LINN INVEST-BZ DAYCARE	830.26
95564	08/11/2015	00509	FIRE MARSHAL ASSN OF MN	MEMBERSHIP RENEWAL 2015	40.00
95565	08/11/2015	00531	FRA-DOR INC.	BLACK DIRT - STRM SEWER RESTORATION	70.00
95566	08/11/2015	05558	WILL HALE	CONCERT FOR PARK DEPT EVENT	200.00
95567	08/11/2015	02263	HILLCREST ANIMAL HOSPITAL PA	BOARDING/DESTR FEES JUNE 2015	332.70
95568	08/11/2015	05476	JESSICA HUANG	KID CITY GRANT SERVICES 2015	981.50
95569	08/11/2015	00827	L M C I T	WORK COMP RETRO ADJ 14/15	130,235.00
95570	08/11/2015	04404	MASIMO AMERICAS, INC.	EQUIPMENT REPAIRS	559.00
95571	08/11/2015	05503	NET TRANSCRIPTS, INC.	TRANSCRIPTION SVCS - CN15003882	46.80
95572	08/11/2015	00001	ONE TIME VENDOR	REFUND HORSE CAMP ENROLLMENT	155.00
95573	08/11/2015	00001	ONE TIME VENDOR	REFUND T WALLACE TRANS MEDIC	94.46
95574	08/11/2015	00001	ONE TIME VENDOR	REFUND R NEDEAU TRANS MEDIC	72.07
95575	08/11/2015	04225	RAMSEY COUNTY AGRICULTURAL SOC	TICKETS FOR RAMSEY FAIR - DAY CAMP	300.00
95576	08/11/2015	00198	ST PAUL REGIONAL WATER SRVS	KENNARD IRRIGATION SYSTEMS	21.70
95577	08/11/2015	01550	SUMMIT INSPECTIONS	JULY ELECTRICAL INSPECTIONS	6,050.30
95578	08/11/2015	01578	T R F SUPPLY CO.	SAFETY GLOVES-FLEET	237.00
	08/11/2015	01578	T R F SUPPLY CO.	SAFETY GLOVES-PARKS	237.00
95579	08/11/2015	02464	US BANK	PAYING AGENT FEES	800.00
	08/11/2015	02464	US BANK	PAYING AGENT FEES	800.00
95580	08/11/2015	05525	USDA, APHIS, GENERAL	DEER CONTROL SERVICES	1,800.89
95581	08/11/2015	02159	WHITE BEAR AREA YMCA	AQUATIC REV SHARING - Y 75%/MCC 25%	19,972.50
				28 Checks in this report.	170,449.21

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8/3/2015	MN State Treasurer	Drivers License/Deputy Registrar	59,121.16
8/4/2015	MN State Treasurer	Drivers License/Deputy Registrar	85,057.65
8/5/2015	MN State Treasurer	Drivers License/Deputy Registrar	105,253.49
8/6/2015	MN State Treasurer	Drivers License/Deputy Registrar	24,963.93
8/7/2015	MN State Treasurer	Drivers License/Deputy Registrar	48,681.97
8/7/2015	MN Dept of Natural Resources	DNR electronic licenses	751.50
8/6/2015	Pitney Bowes	Postage	2,985.00
8/3/2015	US Bank Merchant Services	Credit Card Billing fee	79.94
8/3/2015	US Bank	Debt Service payments	2,988,775.47
8/6/2015	Delta Dental	Dental Premium	2,950.10
8/3/2015	U.S. Treasurer	Federal Payroll Tax	113,673.82
8/3/2015	P.E.R.A.	P.E.R.A.	110,786.28
8/3/2015	Empower - State Plan	Deferred Compensation	30,777.00
8/4/2015	MidAmerica	HRA Flex plan	879.21
8/4/2015	MN State Treasurer	State Payroll Tax	24,028.73
			3,598,765.25

Check Register
City of Maplewood

08/13/2015

Check	Date	Vendor	Description	Amount	
95582	08/11/2015	02464	US BANK	FUNDS FOR CITY HALL ATM	10,000.00
95583	08/18/2015	00211	BRAUN INTERTEC CORP.	PROJ 15-11 PROF SRVS THRU 7/17	11,117.50
	08/18/2015	00211	BRAUN INTERTEC CORP.	PROJ 12-09 PROF SRVS THRU 7/10	971.00
95584	08/18/2015	05028	ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-AUG	397.00
	08/18/2015	05028	ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - AUGUST	369.00
95585	08/18/2015	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES AT FREEDOM - JULY	11.20
95586	08/18/2015	00687	HUGO'S TREE CARE INC	TREE REMOVAL - 2559 GERMAIN	850.00
	08/18/2015	00687	HUGO'S TREE CARE INC	TREE REMOVAL - 2620 BENLANA CT	650.00
	08/18/2015	00687	HUGO'S TREE CARE INC	TREE TRIMMING - 1889 FLANDRAU	350.00
95587	08/18/2015	05353	MANSFIELD OIL CO	CONTRACT GASOLINE - AUGUST	10,951.92
	08/18/2015	05353	MANSFIELD OIL CO	CONTRACT DIESEL - AUGUST	7,849.74
95588	08/18/2015	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD LIVING & POSTAGE-AUG	7,820.23
95589	08/18/2015	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS NC YARD/COMMUNITY GARDEN	99.00
95590	08/18/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	345.58
	08/18/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	-272.97
95591	08/18/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0264726	414.32
	08/18/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0264717	129.79
	08/18/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0264705	5.63
95592	08/18/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	1,210.96
95593	08/18/2015	05559	APPRIZE TECHNOLOGY SOLUTIONS	INITIAL SETUP ONLINE ENROLLMENT	1,000.00
95594	08/18/2015	01811	BERNATELLO'S PIZZA	MDSE FOR RESALE	102.00
95595	08/18/2015	03486	BUBERL BLACK DIRT INC	BLACK DIRT HAZELWOOD SOCCER #6	840.00
95596	08/18/2015	03130	CAMPBELL KNUTSON P.A.	CRIMINAL PROSECUTION - JULY	9,392.92
	08/18/2015	03130	CAMPBELL KNUTSON P.A.	DATA PRACTICES/BODY CAMERA-JULY	2,198.00
	08/18/2015	03130	CAMPBELL KNUTSON P.A.	CODE/ORDINANCE ENFORCEMENT-JULY	1,887.86
95597	08/18/2015	00279	CEMSTONE PRODUCTS CO.	SIDEWALK REPAIR - CITY HALL	1,123.00
	08/18/2015	00279	CEMSTONE PRODUCTS CO.	SIDEWALK REPAIR - CITY HALL	1,059.00
	08/18/2015	00279	CEMSTONE PRODUCTS CO.	SIDEWALK REPAIR - CITY HALL	963.00
	08/18/2015	00279	CEMSTONE PRODUCTS CO.	SIDEWALK REPAIR - CITY HALL	931.00
95598	08/18/2015	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	106.71
95599	08/18/2015	05507	COCA-COLA REFRESHMENTS	MDSE FOR RESALE	852.48
95600	08/18/2015	00382	DAVIS LOCK & SAFE	LOCKSMITH SRVS FOR PD	211.50
95601	08/18/2015	00403	DISPUTE RESOLUTION CENTER	CHARITALBE GAMBLING	1,280.00
95602	08/18/2015	00420	DOWNTOWNER DETAIL CENTER	SQUAD DETAILING SRVS SQUAD #944	194.20
95603	08/18/2015	02263	HILLCREST ANIMAL HOSPITAL PA	BOARDING & DESTRUCTION FEES-JULY	394.00
95604	08/18/2015	00713	I T L PATCH COMPANY INC	MAPLEWOOD POLICE PATCHES	334.95
95605	08/18/2015	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#37	4,344.07
95606	08/18/2015	00827	L M C I T	INSURANCE PREMIUM JULY-SEPT 2015	57,168.75
95607	08/18/2015	05463	ALAN P LEIRNESS	COMMISSIONER'S HEARING	781.25
95608	08/18/2015	00875	LOFFLER BUSINESS SYSTEMS	PRINTING SERVICES 04/01 - 06/30	5,396.16
95609	08/18/2015	00896	M C M A	MEMBERSHIP FOR ALEC KNUTSON	30.00
95610	08/18/2015	00942	MARSDEN BLDG MAINTENANCE CO	JANITORIAL SERVICES - AUGUST	2,776.00
95611	08/18/2015	03818	MEDICA	REFUND TRANS MEDIC PD WORK COMP	1,777.01
95612	08/18/2015	00001	ONE TIME VENDOR	REIMB C REMACKEL FIXING CONCRETE	3,500.00
95613	08/18/2015	00001	ONE TIME VENDOR	REFUND C HUOT PORTION LIQUOR LIC	1,750.00
	08/18/2015	00001	ONE TIME VENDOR	REFUND C HUOT PORTION FOOD EST LIC	336.50
95614	08/18/2015	00001	ONE TIME VENDOR	REFUND CONSUMER CHOICE SRVS SWIM	364.00
95615	08/18/2015	00001	ONE TIME VENDOR	REFUND E SKOK TRANS MEDIC	96.18
95616	08/18/2015	00001	ONE TIME VENDOR	REFUND W REILEY TRANS MEDIC	50.67
95617	08/18/2015	02903	PARK CONSTRUCTION CO	PROJ 14-01 PHASE 2 PMT#1	350,448.67
95618	08/18/2015	02008	RAMSEY COUNTY PUBLIC WORKS	LAMPING SRVS 61&ROSELAWN JAN-JUNE	364.19
	08/18/2015	02008	RAMSEY COUNTY PUBLIC WORKS	LAMPING SRVS 120/CONWAY JAN-JUNE	148.46
	08/18/2015	02008	RAMSEY COUNTY PUBLIC WORKS	EMERGENCY VEH PRE-EMPTION SRVS	120.86
95619	08/18/2015	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - JULY	68.16
95620	08/18/2015	04130	SCHINDLER ELEVATOR CORP	QUARTERLY MAINT - 1902 PW 8/1-10/31	675.96

G1, Attachments

95621	08/18/2015	05515	LEAH SPIELMAN	COMMUNICATION CONSULTANT-JUNE	330.00
95622	08/18/2015	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	2,363.25
95623	08/18/2015	01836	ST PAUL, CITY OF	A/C ASPHALT	976.35
	08/18/2015	01836	ST PAUL, CITY OF	TUITION FEE PDI TRAINING S HIEBERT	149.00
	08/18/2015	01836	ST PAUL, CITY OF	RADIO MAINT & SRVS - JUNE	137.35
95624	08/18/2015	01545	SUBURBAN RATE AUTHORITY	SRA ASSESSMENTS 2ND HALF 2015	1,600.00
95625	08/18/2015	05320	SUN BADGE CO	SUNTONE CHALLENGE COINS	1,072.50
95626	08/18/2015	02686	TASER INTL	EVIDENCE.COM STORAGE & LICENSE	2,136.96
95627	08/18/2015	05458	TITAN MACHINERY INC	DUP TITLE FOR TOWMASTER TRAILER	50.00
95628	08/18/2015	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-003	426.60
	08/18/2015	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-001	319.54
	08/18/2015	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-002	245.02
95629	08/18/2015	01653	TRUCK UTILITIES & MANUF CO	PART MADE FOR L1	383.96
95630	08/18/2015	02464	US BANK	PAYING AGENT FEES	450.00
	08/18/2015	02464	US BANK	PAYING AGENT FEES	450.00
95631	08/18/2015	00063	VERIZON WIRELESS	MONTHLY PMT 06/17 - 07/16	8,302.48
95632	08/18/2015	03186	WELLS FARGO SERVICES CO	PROD OF DOCS - CN 15010988	43.00
95633	08/18/2015	02159	WHITE BEAR AREA YMCA	MGMT & MARKETING SRVS MCC	29,482.00
					555,255.42

52 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8/10/2015	MN State Treasurer	Drivers License/Deputy Registrar	64,998.73
8/11/2015	MN State Treasurer	Drivers License/Deputy Registrar	41,521.91
8/12/2015	MN State Treasurer	Drivers License/Deputy Registrar	70,926.12
8/12/2015	Delta Dental	Dental Premium	2,238.79
8/13/2015	MN State Treasurer	Drivers License/Deputy Registrar	69,205.08
8/13/2015	US Bank	Debt Service payments	8,447,780.35
8/14/2015	MN State Treasurer	Drivers License/Deputy Registrar	28,255.14
8/14/2015	US Bank VISA One Card*	Purchasing card items	48,828.74
8/14/2015	Optum Health	DCRP & Flex plan payments	6,098.70
8/14/2015	ICMA (Vantagepointe)	Deferred Compensation	3,875.00
8/14/2015	MN Dept of Natural Resources	DNR electronic licenses	746.00

8,784,474.56

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
07/28/2015	07/31/2015	PAKOR, INC.	\$446.76	REGAN BEGGS
07/30/2015	08/03/2015	OFFICE DEPOT #1090	\$187.03	REGAN BEGGS
07/30/2015	08/03/2015	OFFICE DEPOT #1079	\$115.37	REGAN BEGGS
08/04/2015	08/06/2015	ST PAUL STAMP WORKS INC	\$90.98	REGAN BEGGS
07/23/2015	07/27/2015	EL CAMINO LITTLE ITALY	\$30.92	CHAD BERGO
07/23/2015	07/27/2015	ADOBE *IL CREATIVE CLD	\$21.41	CHAD BERGO
07/23/2015	07/27/2015	DELTA AIR 0068273351697	\$25.00	CHAD BERGO
07/24/2015	07/27/2015	TENDER GREENS DOWNTOWN	\$18.93	CHAD BERGO
07/24/2015	07/27/2015	SAFFRON THAI	\$17.68	CHAD BERGO
07/24/2015	07/27/2015	WESTIN SAN DIEGO	\$1,419.25	CHAD BERGO
07/28/2015	07/29/2015	STONE MOUNTAIN PET LODG	\$208.20	BRIAN BIERDEMAN
08/04/2015	08/06/2015	OFFICEMAX/OFFICE DEPOT616	\$63.17	BRIAN BIERDEMAN
07/23/2015	07/27/2015	MISSISSIPPI MARKET - S	\$22.75	OAKLEY BIESANZ
08/06/2015	08/07/2015	U OF M ARBORETUM ADLT ED	\$80.00	OAKLEY BIESANZ
08/06/2015	08/07/2015	THE WEBSTAUANT STORE	\$77.41	OAKLEY BIESANZ
07/29/2015	07/31/2015	RED WING SHOE #727	\$200.00	JASON BRASH
07/27/2015	07/28/2015	CUB FOODS-SUN RAY	\$38.51	NEIL BRENEMAN
07/29/2015	07/30/2015	WILD MOUNTAIN	\$243.99	NEIL BRENEMAN
07/30/2015	07/31/2015	ROAD ID SAFETY GEAR	\$6.96	NEIL BRENEMAN
08/05/2015	08/06/2015	MICHAELS STORES 2744	\$35.92	NEIL BRENEMAN
08/06/2015	08/06/2015	SWANK MOTION PICTURES IN	\$376.01	NEIL BRENEMAN
07/24/2015	07/27/2015	ESCH CONSTRUCTION SUPPLY	\$199.00	TROY BRINK
07/29/2015	07/31/2015	DIAMOND VOGEL PAINT #807	\$413.50	TROY BRINK
08/05/2015	08/07/2015	DIAMOND VOGEL PAINT #807	\$561.00	TROY BRINK
08/06/2015	08/07/2015	DAVIS LOCK & SAFE	\$90.00	TROY BRINK
07/29/2015	07/31/2015	NAPA STORE 3279016	\$71.88	BRENT BUCKLEY
08/04/2015	08/05/2015	JOHN DEERE LANDSCAPES530	\$122.66	BRENT BUCKLEY
08/02/2015	08/03/2015	AMAZON.COM	\$25.25	SARAH BURLINGAME
08/02/2015	08/03/2015	AMAZON.COM	\$35.34	SARAH BURLINGAME
08/04/2015	08/06/2015	ZCOVER INC.	\$53.64	SARAH BURLINGAME
07/28/2015	07/29/2015	UNIFORMS UNLIMITED INC.	\$39.50	JOHN CARNES
07/28/2015	07/29/2015	UNIFORMS UNLIMITED INC.	\$79.98	JOHN CARNES
07/27/2015	07/29/2015	RED WING SHOE #727	\$91.00	NICHOLAS CARVER
08/06/2015	08/07/2015	EB EXTERIOR ENVELOPE	\$100.00	NICHOLAS CARVER
07/23/2015	07/27/2015	THE HOME DEPOT 2801	\$118.97	SCOTT CHRISTENSON
07/24/2015	07/27/2015	THE HOME DEPOT 2801	\$10.48	SCOTT CHRISTENSON
07/29/2015	07/30/2015	MENARDS OAKDALE	\$29.44	SCOTT CHRISTENSON
07/29/2015	07/30/2015	MENARDS OAKDALE	\$22.08	SCOTT CHRISTENSON
08/03/2015	08/04/2015	G&K SERVICES AR	\$236.24	SCOTT CHRISTENSON
07/25/2015	07/27/2015	MENARDS OAKDALE	\$12.34	CHARLES DEAVER
07/28/2015	07/29/2015	SUNRAY TRUE VALUE	\$4.08	CHARLES DEAVER
08/01/2015	08/03/2015	ADAMS PEST CONTROL	\$68.90	CHARLES DEAVER
08/04/2015	08/05/2015	G&K SERVICES AR	\$27.16	CHARLES DEAVER
07/30/2015	07/31/2015	AMAZON MKTPLACE PMTS	\$25.47	JOSEPH DEMULLING
07/24/2015	07/27/2015	THE HOME DEPOT 2801	\$16.17	TOM DOUGLASS
07/27/2015	07/28/2015	COMMERCIAL POOL & SPA SUP	\$374.75	TOM DOUGLASS
07/27/2015	07/29/2015	THE HOME DEPOT 2801	\$25.83	TOM DOUGLASS
07/30/2015	07/31/2015	COMMERCIAL POOL & SPA SUP	\$68.78	TOM DOUGLASS
08/03/2015	08/04/2015	G&K SERVICES AR	\$397.92	TOM DOUGLASS
08/03/2015	08/04/2015	HENRIKSEN ACE HARDWARE	\$1.55	TOM DOUGLASS
08/04/2015	08/04/2015	ADAMS PEST CONTROL	\$148.88	TOM DOUGLASS
08/04/2015	08/06/2015	BREDEMUS HARDWARE CO INC	\$1,038.00	TOM DOUGLASS
08/05/2015	08/06/2015	HENRIKSEN ACE HARDWARE	\$8.98	TOM DOUGLASS
08/06/2015	08/07/2015	NUCO2 LLC	\$215.04	TOM DOUGLASS
08/06/2015	08/07/2015	NUCO2 LLC	\$148.81	TOM DOUGLASS

08/06/2015	08/07/2015	NUCO2 LLC	\$146.72	TOM DOUGLASS
08/06/2015	08/07/2015	NUCO2 LLC	\$159.51	TOM DOUGLASS
07/25/2015	07/27/2015	CMI INC	\$80.56	MICHAEL DUGAS
08/03/2015	08/04/2015	ALLEN PRECISION	\$206.01	ANDREW ENGSTROM
07/29/2015	07/31/2015	FIRST SHRED	\$13.00	CHRISTINE EVANS
07/30/2015	07/31/2015	US FOODS 3F	\$518.82	CHRISTINE EVANS
07/31/2015	08/03/2015	OFFICEMAX/OFFICE DEPOT616	\$26.77	PAUL E EVERSON
07/25/2015	07/27/2015	IDU*INSIGHT PUBLIC SEC	\$3,944.95	NICK FRANZEN
07/29/2015	07/30/2015	IDU*INSIGHT PUBLIC SEC	\$1,101.96	NICK FRANZEN
07/30/2015	07/31/2015	BEST BUY MHT 00000109	\$26.77	NICK FRANZEN
07/31/2015	08/03/2015	SOLARWINDS	\$109.00	NICK FRANZEN
08/05/2015	08/05/2015	DRI*NUANCE	\$214.24	NICK FRANZEN
08/05/2015	08/06/2015	SYM*SECURE SITE SSL	\$873.00	NICK FRANZEN
08/05/2015	08/07/2015	MONOPRICE INC	\$57.33	NICK FRANZEN
07/29/2015	07/31/2015	THE HOME DEPOT 2801	\$39.00	VIRGINIA GAYNOR
07/30/2015	07/31/2015	USPS 26833800033400730	\$21.02	CAROLE GERNES
07/27/2015	07/28/2015	TUNDRA SPECIALTIES INC	\$27.59	CHRISTINE GIBSON
07/27/2015	07/29/2015	ACE OF SALES	\$20.00	CHRISTINE GIBSON
07/30/2015	08/03/2015	BROADWAY RENTAL	\$209.69	CHRISTINE GIBSON
07/31/2015	08/03/2015	TUNDRA SPECIALTIES INC	\$89.60	CHRISTINE GIBSON
08/01/2015	08/03/2015	WEDDINGPAGES INC	\$335.84	CHRISTINE GIBSON
08/03/2015	08/04/2015	TUNDRA SPECIALTIES INC	\$18.36	CHRISTINE GIBSON
08/05/2015	08/06/2015	TUNDRA SPECIALTIES INC	\$72.06	CHRISTINE GIBSON
07/24/2015	07/27/2015	IN OUT AND STORES, INC	\$5.00	JAN GREW HAYMAN
07/24/2015	07/27/2015	OAKDALE CUB FOODS	\$2.98	JAN GREW HAYMAN
07/30/2015	07/31/2015	FASTENAL COMPANY01	\$86.05	MARK HAAG
08/04/2015	08/05/2015	HENRIKSEN ACE HARDWARE	\$4.38	TAMARA HAYS
07/24/2015	07/27/2015	HENRIKSEN ACE HARDWARE	\$25.98	GARY HINNENKAMP
07/31/2015	08/03/2015	LTG POWER EQUIPMENT	\$59.25	GARY HINNENKAMP
08/04/2015	08/05/2015	LTG POWER EQUIPMENT	\$113.02	GARY HINNENKAMP
08/04/2015	08/05/2015	JOHN DEERE LANDSCAPES530	\$741.20	GARY HINNENKAMP
08/06/2015	08/07/2015	HENRIKSEN ACE HARDWARE	\$17.10	GARY HINNENKAMP
07/31/2015	08/03/2015	FEDEX 781069228195	\$11.38	TIMOTHY HOFMEISTER
07/29/2015	07/30/2015	KNOWLAN'S MARKET #2	\$36.99	ANN HUTCHINSON
07/30/2015	07/31/2015	KNOWLAN'S MARKET #2	\$3.99	ANN HUTCHINSON
07/23/2015	07/27/2015	GARY CARLSON EQUIPMENT	\$196.00	DON JONES
07/28/2015	07/30/2015	THE HOME DEPOT 2801	\$31.20	DON JONES
07/24/2015	07/27/2015	SUNCTRYAIR 3372108678310	\$376.20	LOIS KNUTSON
07/29/2015	07/31/2015	FIRST SHRED	\$80.30	LOIS KNUTSON
07/29/2015	07/31/2015	HONEYBAKED HAM 2527	\$145.10	LOIS KNUTSON
07/30/2015	07/31/2015	CURTIS 1000 INC.	\$104.53	LOIS KNUTSON
08/03/2015	08/04/2015	PARTY CITY #768	\$183.98	NICHOLAS KREKELER
08/05/2015	08/06/2015	THOMSON WEST*TCD	\$337.49	DAVID KVAM
07/27/2015	07/29/2015	ASPEN MILLS INC.	\$56.95	STEVE LUKIN
07/29/2015	07/30/2015	FEDEXOFFICE 00006171	\$60.55	STEVE LUKIN
07/30/2015	08/03/2015	ESCH CONSTRUCTION SUPPLY	\$675.00	STEVE LUKIN
08/02/2015	08/03/2015	COMCAST CABLE COMM	\$2.25	STEVE LUKIN
08/04/2015	08/05/2015	EMERGENCY APPARATUS MAINT	\$2,800.65	STEVE LUKIN
08/04/2015	08/05/2015	EMERGENCY APPARATUS MAINT	\$3,391.36	STEVE LUKIN
08/04/2015	08/06/2015	BOLER EXPRESS CAR WASH	\$10.00	STEVE LUKIN
08/05/2015	08/05/2015	AIRGASS NORTH	\$28.47	STEVE LUKIN
08/06/2015	08/07/2015	AIRGASS NORTH	\$154.02	STEVE LUKIN
08/06/2015	08/07/2015	AIRGASS NORTH	\$103.69	STEVE LUKIN
08/04/2015	08/04/2015	TEAMINTEL LLC	\$30.00	GLEN MCCARTY
07/28/2015	07/30/2015	OFFICEMAX/OFFICE DEPOT616	\$14.65	BRIAN MICHELETTI
07/28/2015	07/30/2015	HEALTH CARE LOGISTICS	\$250.15	MICHAEL MONDOR

07/29/2015	07/30/2015	ARROW INTERNATIONAL	\$1,109.05	MICHAEL MONDOR
07/29/2015	07/31/2015	BOUND TREE MEDICAL LLC	\$36.95	MICHAEL MONDOR
07/29/2015	07/31/2015	BOUND TREE MEDICAL LLC	\$839.99	MICHAEL MONDOR
07/29/2015	07/31/2015	BOUND TREE MEDICAL LLC	\$970.67	MICHAEL MONDOR
07/29/2015	07/31/2015	PRIMARY PRODUCTS COMPA	\$104.92	MICHAEL MONDOR
07/30/2015	07/31/2015	CHANNING BETE CO AHA	\$622.61	MICHAEL MONDOR
07/31/2015	08/03/2015	CHANNING BETE CO AHA	\$1,089.78	MICHAEL MONDOR
08/04/2015	08/05/2015	N AMERICA RESCUE PRODUCT	\$304.75	MICHAEL MONDOR
08/04/2015	08/06/2015	PRIMARY PRODUCTS COMPA	\$130.17	MICHAEL MONDOR
08/05/2015	08/07/2015	BOUND TREE MEDICAL LLC	\$616.26	MICHAEL MONDOR
07/23/2015	07/27/2015	GRUBERS POWER EQUIPMENT	\$68.32	JOHN NAUGHTON
08/05/2015	08/06/2015	JOHN DEERE LANDSCAPES530	\$741.20	JOHN NAUGHTON
07/30/2015	07/31/2015	HENRIKSEN ACE HARDWARE	\$19.15	RICHARD NORDQUIST
08/05/2015	08/06/2015	HENRIKSEN ACE HARDWARE	\$39.99	RICHARD NORDQUIST
08/05/2015	08/07/2015	THE HOME DEPOT 2801	\$63.77	RICHARD NORDQUIST
08/06/2015	08/07/2015	HENRIKSEN ACE HARDWARE	\$31.22	RICHARD NORDQUIST
07/28/2015	07/29/2015	UNIFORMS UNLIMITED INC.	\$156.00	MICHAEL NYE
07/30/2015	07/31/2015	UNIFORMS UNLIMITED INC.	\$32.40	MICHAEL NYE
07/30/2015	07/31/2015	CHANNING BETE CO AHA	\$80.29	MICHAEL NYE
08/04/2015	08/05/2015	UNIFORMS UNLIMITED INC.	\$59.98	MICHAEL NYE
08/05/2015	08/07/2015	THE HOME DEPOT 2801	\$300.55	JORDAN ORE
07/30/2015	08/03/2015	DIAMOND VOGEL PAINT #807	\$177.00	ERICK OSWALD
07/24/2015	07/27/2015	TURFWERKS SIOUX FALLS	\$210.41	STEVEN PRIEM
07/27/2015	07/28/2015	POLAR CHEVROLET MAZDA	\$276.19	STEVEN PRIEM
07/28/2015	07/29/2015	AUTO PLUS LITTLE CANADA	\$94.68	STEVEN PRIEM
07/28/2015	07/30/2015	ZARNOTH BRUSH WORKS INC	\$79.20	STEVEN PRIEM
07/29/2015	07/30/2015	AN FORD WHITE BEAR LAK	\$157.34	STEVEN PRIEM
07/30/2015	07/31/2015	FACTORY MOTOR PARTS #19	\$31.76	STEVEN PRIEM
07/30/2015	08/03/2015	CERTIFIED LABORATORIES	\$255.70	STEVEN PRIEM
07/30/2015	08/03/2015	METRO PRODUCTS INC	\$43.25	STEVEN PRIEM
07/30/2015	08/03/2015	PIONEER RIM AND WHEEL-MN	\$245.61	STEVEN PRIEM
07/30/2015	08/03/2015	TERMINAL SUPPLY-MINN 7	\$41.55	STEVEN PRIEM
07/31/2015	08/03/2015	TURFWERKS EAGAN	\$132.33	STEVEN PRIEM
07/31/2015	08/03/2015	AUTO PLUS LITTLE CANADA	\$59.40	STEVEN PRIEM
07/31/2015	08/03/2015	BAUER BUILT TIRE 18	\$859.18	STEVEN PRIEM
07/31/2015	08/03/2015	FORCE AMERICA DISTRIBUTIN	\$532.72	STEVEN PRIEM
07/31/2015	08/03/2015	TRUCK UTILITIES INC ST PA	\$72.95	STEVEN PRIEM
08/03/2015	08/04/2015	FASTENAL COMPANY01	\$9.29	STEVEN PRIEM
08/03/2015	08/04/2015	AN FORD WHITE BEAR LAK	\$87.72	STEVEN PRIEM
08/03/2015	08/05/2015	WHEELCO BRAKE &SUPPLY	\$43.65	STEVEN PRIEM
08/04/2015	08/05/2015	AN FORD WHITE BEAR LAK	\$111.80	STEVEN PRIEM
08/04/2015	08/05/2015	ZIEGLER INC CREDIT DEPT	\$186.36	STEVEN PRIEM
08/04/2015	08/05/2015	BAUER BUILT TIRE 18	\$515.18	STEVEN PRIEM
08/05/2015	08/06/2015	POMP'S TIRE #021	\$514.00	STEVEN PRIEM
08/05/2015	08/06/2015	ABLE HOSE	\$70.19	STEVEN PRIEM
08/06/2015	08/07/2015	FORCE AMERICA DISTRIBUTIN	\$48.12	STEVEN PRIEM
07/24/2015	07/27/2015	OFFICEMAX/OFFICE DEPOT616	\$45.98	KELLY PRINS
07/24/2015	07/27/2015	WWW.NEWEGG.COM	\$28.87	KELLY PRINS
07/24/2015	07/27/2015	DALCO ENTERPRISES, INC	\$35.67	MICHAEL REILLY
07/27/2015	07/28/2015	DALCO ENTERPRISES, INC	\$319.66	MICHAEL REILLY
07/30/2015	07/31/2015	HILLYARD INC MINNEAPOLIS	\$1,130.05	MICHAEL REILLY
07/29/2015	07/31/2015	APPOINTMENT-PLUS/STORMSOU	\$39.00	LORI RESENDIZ
08/03/2015	08/03/2015	PPL*INSANITY	\$64.47	LORI RESENDIZ
08/04/2015	08/05/2015	ELIVATE	\$74.07	LORI RESENDIZ
08/05/2015	08/05/2015	AMAZON MKTPLACE PMTS	\$87.95	LORI RESENDIZ
08/05/2015	08/06/2015	LES MILLS WEST COAST INC	\$270.00	LORI RESENDIZ

08/05/2015	08/06/2015	AMAZON MKTPLACE PMTS	\$63.98	LORI RESENDIZ
08/06/2015	08/07/2015	POLAR ELECTRO	\$392.32	LORI RESENDIZ
08/06/2015	08/07/2015	POLAR ELECTRO	\$12.03	LORI RESENDIZ
07/27/2015	07/28/2015	MICHAELS STORES 2744	\$33.74	AUDRA ROBBINS
07/28/2015	07/30/2015	COST PLUS WLD #361	\$103.75	AUDRA ROBBINS
07/29/2015	07/30/2015	TARGET 00011858	\$121.33	AUDRA ROBBINS
07/29/2015	07/30/2015	TOYS R US #6046	\$56.48	AUDRA ROBBINS
07/29/2015	07/30/2015	CUB FOODS #1599	\$19.26	AUDRA ROBBINS
08/03/2015	08/04/2015	CTY OF EAGAN-FIN/PKS/REC	\$225.00	AUDRA ROBBINS
08/06/2015	08/07/2015	SP * 3RD LAIR	\$952.00	AUDRA ROBBINS
07/28/2015	07/29/2015	SIMPLEX SUPPLIES	\$190.60	ROBERT RUNNING
07/28/2015	07/30/2015	ADVANCE SHORING COMPANY	\$155.90	ROBERT RUNNING
07/29/2015	07/31/2015	GARY CARLSON EQUIPMENT	\$219.92	ROBERT RUNNING
07/30/2015	08/03/2015	THE HOME DEPOT 2801	\$40.26	ROBERT RUNNING
07/29/2015	07/30/2015	LILLIE SUBURBAN NEWSPAPER	\$270.00	DEB SCHMIDT
07/25/2015	07/29/2015	CINTAS 60A SAP	\$108.54	SCOTT SCHULTZ
07/25/2015	07/29/2015	CINTAS 60A SAP	\$31.02	SCOTT SCHULTZ
07/28/2015	07/30/2015	ON SITE SANITATION INC	(\$40.71)	SCOTT SCHULTZ
07/28/2015	07/30/2015	USA MOBILITY WIRELE	\$16.11	SCOTT SCHULTZ
08/04/2015	08/05/2015	G&K SERVICES AR	\$747.31	SCOTT SCHULTZ
08/05/2015	08/07/2015	OFFICE DEPOT #1090	\$53.26	FAITH SHEPPERD
07/28/2015	07/29/2015	TIFFIN METAL PRODUCTS CO	\$48.00	MICHAEL SHORTREED
07/30/2015	07/31/2015	UNIFORMS UNLIMITED INC.	\$70.00	MICHAEL SHORTREED
07/31/2015	08/03/2015	HE MEDICAL TRANSPORT	\$982.35	MICHAEL SHORTREED
08/02/2015	08/03/2015	COMCAST CABLE COMM	\$73.82	MICHAEL SHORTREED
07/24/2015	07/27/2015	OFFICE DEPOT #1090	\$86.94	ANDREA SINDT
07/27/2015	07/29/2015	OFFICE DEPOT #5910	\$2.79	ANDREA SINDT
07/31/2015	08/03/2015	WILLOW CREEK ASSOCIATI	\$119.00	ANDREA SINDT
07/30/2015	08/03/2015	MONARCH WATCH	\$20.00	CHRISTINE SOUTTER
07/30/2015	07/31/2015	UNIFORMS UNLIMITED INC.	\$189.90	JOSEPH STEINER
07/30/2015	07/31/2015	MENARDS MAPLEWOOD	\$12.83	CHRIS SWANSON
07/28/2015	07/29/2015	UNIVERSAL ATHLETIC	\$229.99	JAMES TAYLOR
07/28/2015	07/29/2015	UNIVERSAL ATHLETIC	\$230.89	JAMES TAYLOR
07/29/2015	07/30/2015	RAINBOW #7300	\$11.97	JAMES TAYLOR
07/28/2015	07/29/2015	CUB FOODS #1599	\$500.00	PAUL THIENES
08/01/2015	08/03/2015	CUB FOODS #1599	\$200.00	PAUL THIENES
08/03/2015	08/04/2015	CUB FOODS #1599	\$200.00	PAUL THIENES
08/04/2015	08/05/2015	CUB FOODS #1599	\$400.00	PAUL THIENES
08/05/2015	08/07/2015	CUB FOODS #1599	(\$220.42)	PAUL THIENES
07/31/2015	08/03/2015	OFFICE DEPOT #1090	\$63.24	KAREN WACHAL
08/04/2015	08/05/2015	221B RESOURCES LLC	\$85.49	JAY WENZEL
08/04/2015	08/05/2015	MENARDS MAPLEWOOD	\$45.12	JEFF WILBER
07/25/2015	07/27/2015	FEDEX 781036347835	\$14.01	TAMMY WYLIE
07/25/2015	07/27/2015	FEDEX 860135583696	\$6.42	TAMMY WYLIE
07/27/2015	07/29/2015	EVIDENT INC	\$108.00	TAMMY WYLIE
08/05/2015	08/06/2015	MEDICBATTERIES COM	\$146.45	SUSAN ZWIEG

\$48,828.74

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	08/14/15	ABRAMS, MARYLEE	430.99	
	08/14/15	CARDINAL, ROBERT	430.99	
	08/14/15	JUENEMANN, KATHLEEN	430.99	
	08/14/15	KOPPEN, MARVIN	430.99	
	08/14/15	SLAWIK, NORA	489.68	
	08/14/15	COLEMAN, MELINDA	5,925.56	
	08/14/15	FUNK, MICHAEL	5,079.30	
	08/14/15	KNUTSON, LOIS	2,503.61	
	08/14/15	CHRISTENSON, SCOTT	2,193.67	
	08/14/15	JAHN, DAVID	1,978.22	
	08/14/15	BURLINGAME, SARAH	2,333.12	-47.38
	08/14/15	KNUTSON, ALEC	492.00	
	08/14/15	RAMEAUX, THERESE	3,283.59	
	08/14/15	BAUMAN, GAYLE	5,177.29	
	08/14/15	OSWALD, BRENDA	1,967.62	
	08/14/15	ANDERSON, CAROLE	1,250.94	
	08/14/15	DEBILZAN, JUDY	2,257.97	
	08/14/15	RUEB, JOSEPH	3,180.20	
	08/14/15	ARNOLD, AJLA	1,867.10	
	08/14/15	BEGGS, REGAN	1,803.20	
	08/14/15	HAAG, KAREN	4,860.99	
	08/14/15	LO, CHING	936.04	
	08/14/15	SCHMIDT, DEBORAH	3,248.90	
	08/14/15	SPANGLER, EDNA	1,230.66	
	08/14/15	CRAWFORD, LEIGH	1,888.37	
	08/14/15	LARSON, MICHELLE	2,056.62	36.23
	08/14/15	MECHELKE, SHERRIE	1,236.81	
	08/14/15	MOY, PAMELA	1,751.54	
	08/14/15	OSTER, ANDREA	2,027.03	
	08/14/15	RICHTER, CHARLENE	1,133.02	
	08/14/15	VITT, SANDRA	1,213.27	
	08/14/15	WEAVER, KRISTINE	2,507.39	
	08/14/15	CARLE, JEANETTE	105.00	
	08/14/15	JAGOE, CAROL	126.00	
	08/14/15	MAHRE, GERALDINE	102.00	
	08/14/15	THOMALLA, CAROL	81.00	
	08/14/15	CORCORAN, THERESA	2,022.59	
	08/14/15	KVAM, DAVID	4,506.18	
	08/14/15	PALANK, MARY	2,027.02	
	08/14/15	SCHNEL, PAUL	5,161.92	
	08/14/15	SHEPPERD, FAITH	2,003.88	
	08/14/15	SHORTREED, MICHAEL	4,379.47	
	08/14/15	WYLIE, TAMMY	1,512.70	
	08/14/15	ABEL, CLINT	3,227.42	
	08/14/15	ALDRIDGE, MARK	3,850.96	
	08/14/15	BAKKE, LONN	3,426.57	
	08/14/15	BARTZ, PAUL	4,015.10	
	08/14/15	BELDE, STANLEY	3,521.54	
	08/14/15	BENJAMIN, MARKESE	3,033.16	
	08/14/15	BIERDEMAN, BRIAN	4,090.60	
	08/14/15	BUSACK, DANIEL	4,147.19	
	08/14/15	CARNES, JOHN	2,968.69	

08/14/15	CROTTY, KERRY	3,986.41
08/14/15	DEMULLING, JOSEPH	3,862.29
08/14/15	DUGAS, MICHAEL	4,491.24
08/14/15	ERICKSON, VIRGINIA	3,455.19
08/14/15	FISHER, CASSANDRA	1,727.72
08/14/15	FORSYTHE, MARCUS	3,073.58
08/14/15	FRITZE, DEREK	3,396.29
08/14/15	GABRIEL, ANTHONY	3,531.52
08/14/15	HAWKINSON JR, TIMOTHY	3,150.30
08/14/15	HER, PHENG	3,294.92
08/14/15	HIEBERT, STEVEN	3,455.19
08/14/15	HOEMKE, MICHAEL	2,399.47
08/14/15	HOFMEISTER, TIMOTHY	527.00
08/14/15	JAMES JR, JUSTIN	580.00
08/14/15	JASKOWIAK, AMANDA	480.00
08/14/15	JOHNSON, KEVIN	4,239.15
08/14/15	KONG, TOMMY	3,198.58
08/14/15	KREKELER, NICHOLAS	1,340.95
08/14/15	KROLL, BRETT	3,198.58
08/14/15	LANGNER, SCOTT	3,135.98
08/14/15	LANGNER, TODD	3,277.24
08/14/15	LYNCH, KATHERINE	3,133.71
08/14/15	MARINO, JASON	3,213.19
08/14/15	MCCARTY, GLEN	3,648.53
08/14/15	METRY, ALESIA	3,612.82
08/14/15	MICHELETTI, BRIAN	3,136.02
08/14/15	MULVIHILL, MARIA	2,399.47
08/14/15	NYE, MICHAEL	3,867.04
08/14/15	OLDING, PARKER	2,591.58
08/14/15	OLSON, JULIE	3,187.01
08/14/15	PARKER, JAMES	3,073.58
08/14/15	PATRAW, AMY	659.75
08/14/15	PETERSON, JARED	2,082.49
08/14/15	REZNY, BRADLEY	3,595.52
08/14/15	SCHOEN, ZACHARY	2,623.74
08/14/15	SLATER, BENJAMIN	2,399.47
08/14/15	SOE, EHDOH	464.00
08/14/15	STEINER, JOSEPH	3,472.94
08/14/15	SYPNIEWSKI, WILLIAM	3,135.98
08/14/15	TAUZELL, BRIAN	3,322.59
08/14/15	THEISEN, PAUL	3,369.34
08/14/15	THIENES, PAUL	4,172.88
08/14/15	VANG, PAM	2,232.36
08/14/15	WENZEL, JAY	3,198.58
08/14/15	XIONG, KAO	3,198.58
08/14/15	ZAPPA, ANDREW	2,311.21
08/14/15	ANDERSON, BRIAN	360.09
08/14/15	BAHL, DAVID	180.00
08/14/15	BASSETT, BRENT	405.13
08/14/15	BAUMAN, ANDREW	4,306.93
08/14/15	BEITLER, NATHAN	308.64
08/14/15	BOURQUIN, RON	1,256.24
08/14/15	CAPISTRANT, JACOB	295.79
08/14/15	CAPISTRANT, JOHN	292.50
08/14/15	CRAWFORD - JR, RAYMOND	3,148.85
08/14/15	CRUMMY, CHARLES	524.05
08/14/15	DABRUZZI, THOMAS	2,659.67
08/14/15	DAWSON, RICHARD	3,712.69
08/14/15	EVERSON, PAUL	4,165.58
08/14/15	HAGEN, MICHAEL	659.08
08/14/15	HALE, JOSEPH	168.75
08/14/15	HALWEG, JODI	3,843.87
08/14/15	HAWTHORNE, ROCHELLE	2,838.46

08/14/15	HUTCHINSON, JAMES	630.00
08/14/15	IMM, TRACY	527.28
08/14/15	JANSEN, CHAD	160.75
08/14/15	JUREK, GREGORY	154.33
08/14/15	KANE, ROBERT	907.50
08/14/15	KARRAS, JAMIE	688.05
08/14/15	KERSKA, JOSEPH	842.38
08/14/15	KONDER, RONALD	662.33
08/14/15	KUBAT, ERIC	3,762.65
08/14/15	LINDER, TIMOTHY	3,909.53
08/14/15	LOCHEN, MICHAEL	780.35
08/14/15	MERKATORIS, BRETT	459.77
08/14/15	MONDOR, MICHAEL	3,958.19
08/14/15	MONSON, PETER	308.66
08/14/15	MORGAN, JEFFERY	327.36
08/14/15	NEILY, STEVEN	758.77
08/14/15	NIELSEN, KENNETH	446.25
08/14/15	NOVAK, JEROME	3,098.72
08/14/15	NOWICKI, PAUL	250.78
08/14/15	OLSON, JAMES	2,840.55
08/14/15	PACHECO, ALPHONSE	456.56
08/14/15	PARROW, JOSHUA	360.09
08/14/15	PETERSON, MARK	360.00
08/14/15	PETERSON, ROBERT	3,237.37
08/14/15	POWERS, KENNETH	546.56
08/14/15	RICE, CHRISTOPHER	45.01
08/14/15	RODDY, BRETT	231.49
08/14/15	RODRIGUEZ, ROBERTO	154.33
08/14/15	SEDLACEK, JEFFREY	3,784.59
08/14/15	STREFF, MICHAEL	3,019.29
08/14/15	SVENDSEN, RONALD	4,163.24
08/14/15	TROXEL, REID	591.59
08/14/15	GERVAIS-JR, CLARENCE	4,239.86
08/14/15	LUKIN, STEVEN	4,939.44
08/14/15	ZWIEG, SUSAN	1,238.03
08/14/15	CORTESI, LUANNE	2,020.45
08/14/15	SINDT, ANDREA	2,654.60
08/14/15	BRINK, TROY	2,811.37
08/14/15	BUCKLEY, BRENT	2,411.75
08/14/15	DEBILZAN, THOMAS	2,302.49
08/14/15	EDGE, DOUGLAS	2,272.10
08/14/15	JONES, DONALD	2,302.50
08/14/15	MEISSNER, BRENT	2,300.27
08/14/15	NAGEL, BRYAN	3,803.10
08/14/15	OSWALD, ERICK	2,364.52
08/14/15	RUIZ, RICARDO	1,902.67
08/14/15	RUNNING, ROBERT	2,699.89
08/14/15	TEVLIN, TODD	2,300.27
08/14/15	BURLINGAME, NATHAN	2,463.20
08/14/15	DUCHARME, JOHN	2,915.02
08/14/15	ENGSTROM, ANDREW	2,989.42
08/14/15	JAROSCH, JONATHAN	3,287.57
08/14/15	LINDBLOM, RANDAL	3,102.42
08/14/15	LOVE, STEVEN	3,929.35
08/14/15	THOMPSON, MICHAEL	5,152.44
08/14/15	ZIEMAN, SCOTT	848.00
08/14/15	JANASZAK, MEGHAN	1,985.97
08/14/15	KONEWKO, DUWAYNE	4,922.81
08/14/15	DELISLE JR, JACQUES	792.00
08/14/15	HAMRE, MILES	1,955.05
08/14/15	HAYS, TAMARA	1,919.85
08/14/15	HINNENKAMP, GARY	2,509.60
08/14/15	NAUGHTON, JOHN	2,328.48

08/14/15	NORDQUIST, RICHARD	2,412.63	
08/14/15	ORE, JORDAN	2,005.72	
08/14/15	RANWEILER, GABRIEL	792.00	
08/14/15	SALCHOW, CONNOR	880.00	
08/14/15	BIESANZ, OAKLEY	1,526.68	
08/14/15	DEAVER, CHARLES	550.55	
08/14/15	GERNES, CAROLE	682.52	
08/14/15	HAYMAN, JANET	1,240.83	
08/14/15	HUTCHINSON, ANN	2,845.81	
08/14/15	SOUTTER, CHRISTINE	183.75	
08/14/15	WACHAL, KAREN	1,022.49	
08/14/15	GAYNOR, VIRGINIA	3,478.53	
08/14/15	HOIER, KARA	794.46	
08/14/15	JOHNSON, ELIZABETH	1,580.11	
08/14/15	KROLL, LISA	2,100.37	
08/14/15	FINWALL, SHANN	3,713.97	195.90
08/14/15	LORENZ, DANIELA	1,113.75	
08/14/15	MARTIN, MICHAEL	3,338.93	
08/14/15	BRASH, JASON	2,855.87	
08/14/15	CARVER, NICHOLAS	4,473.03	
08/14/15	SWAN, DAVID	2,939.57	
08/14/15	SWANSON, CHRIS	1,951.57	
08/14/15	WEIDNER, JAMES	1,760.00	
08/14/15	WELLENS, MOLLY	2,026.08	
08/14/15	BALLESTRAZZE, THAD	320.00	
08/14/15	BJORK, BRANDON	1,036.00	
08/14/15	BRENEMAN, NEIL	2,533.34	
08/14/15	ETTER, LAURA	98.00	
08/14/15	GORACKI, GERALD	26.13	
08/14/15	GUENTHER, THOMAS	1,440.00	
08/14/15	JACOBS, ROCHELLE	180.00	
08/14/15	KONEWKO, QUINN	378.00	
08/14/15	KONG, KATELYNE	25.88	
08/14/15	LARSON, KATELYN	448.63	
08/14/15	LARSON, MARIAH	256.50	
08/14/15	MOUA, CHEE	22.50	
08/14/15	ROBBINS, AUDRA	3,570.21	
08/14/15	ROBBINS, CAMDEN	246.75	
08/14/15	RYCHLICKI, NICHOLE	760.00	
08/14/15	SIEVERT, ALEXIS	288.00	
08/14/15	SLAWIK, VICTORIA	648.00	
08/14/15	TAYLOR, JAMES	3,400.88	
08/14/15	VUKICH, CANDACE	770.50	
08/14/15	ZILLEY, MATTHEW	33.00	
08/14/15	ADAMS, DAVID	2,185.60	
08/14/15	HAAG, MARK	2,532.69	
08/14/15	JENSEN, JOSEPH	1,815.47	
08/14/15	SCHULTZ, SCOTT	3,727.15	
08/14/15	WILBER, JEFFREY	1,797.99	
08/14/15	BARAHONA, FREYA	371.25	
08/14/15	CRANDALL, KRISTA	151.21	
08/14/15	DIONNE, ANN	711.38	
08/14/15	EVANS, CHRISTINE	2,049.31	
08/14/15	GIBSON, CHRISTINE	2,065.43	
08/14/15	HOFMEISTER, MARY	1,165.93	
08/14/15	KRECH, TRAVIS	414.38	
08/14/15	KUHN, MATTHEW	225.00	
08/14/15	MILLER, KAREN	130.00	
08/14/15	RUZICHKA, JANICE	317.50	
08/14/15	SKRYPEK, JOSHUA	532.88	
08/14/15	SMITH, CORTNEY	230.00	
08/14/15	ST SAUVER, CRAIG	514.51	
08/14/15	THOMASSON, NANCY	45.00	

08/14/15	WISTL, MOLLY	372.76	
08/14/15	BAUDE, JANE	6.83	
08/14/15	BAUDE, SARAH	14.06	
08/14/15	BEAR, AMANDA	241.50	
08/14/15	DEMPSEY, BETH	388.90	
08/14/15	ERICKSON-CLARK, CAROL	18.75	
08/14/15	GRUENHAGEN, LINDA	339.54	
08/14/15	GUSTAFSON, BRENDA	239.00	
08/14/15	HAASCH, ANGELA	33.25	
08/14/15	HOLMBERG, LADONNA	174.26	
08/14/15	JOHNSON, BARBARA	416.26	
08/14/15	LAMSON, ELIANA	45.63	
08/14/15	MCKILLOP, AMANDA	175.52	
08/14/15	MUSKAT, JULIE	136.52	
08/14/15	NITZ, CARA	576.17	
08/14/15	OHS, CYNTHIA	177.75	
08/14/15	RANEY, COURTNEY	801.39	
08/14/15	REHLING-ANDERSON, LORIE	140.00	
08/14/15	RESENDIZ, LORI	2,911.25	101.78
08/14/15	RICHTER, DANIEL	114.90	
08/14/15	ROLLERSON, TERRANCE	75.95	
08/14/15	ROMERO, JENNIFER	75.50	
08/14/15	SCHERER, KATHLENE	101.01	
08/14/15	SCHREIER, ROSEMARIE	271.02	
08/14/15	SMITH, ANN	83.20	
08/14/15	SMITH, JEROME	190.00	
08/14/15	SMITLEY, SHARON	248.42	
08/14/15	SYME, LAUREN	29.58	
08/14/15	TREPANIER, TODD	267.39	
08/14/15	TRUONG, CHAU	98.00	
08/14/15	TUPY, HEIDE	23.15	
08/14/15	TUPY, MARCUS	48.00	
08/14/15	WAGNER, JODY	224.00	
08/14/15	WAKEM, CAITLYN	18.00	
08/14/15	YANG, JUDY	66.00	
08/14/15	BILJAN, MERANDA	119.00	
08/14/15	BOSLEY, CAROL	101.25	
08/14/15	BUTLER-MILLER, JADE	136.01	
08/14/15	CHRISTAL, JENNIFER	285.00	
08/14/15	ELLISON, LELIA	164.25	
08/14/15	FRANZMEIER, EILEEN	164.13	
08/14/15	LANGER, CHELSEA	147.25	
08/14/15	AUSTIN, CATHERINE	207.00	
08/14/15	CRAWFORD, SHAWN	500.00	
08/14/15	CRAYNE, WILLIAM	173.25	
08/14/15	DOUGLASS, TOM	2,618.72	
08/14/15	DUNKEL, TYLER	193.50	
08/14/15	HEINTZ, JOSHUA	63.00	
08/14/15	KRECH, ELAINE	751.52	
08/14/15	LOONEY, RAYJEANIA	171.00	
08/14/15	MAIDMENT, COLIN	733.40	
08/14/15	MALONEY, SHAUNA	47.81	
08/14/15	PRINS, KELLY	2,003.88	
08/14/15	REILLY, MICHAEL	2,059.39	
08/14/15	STEFFEN, MICHAEL	102.00	
08/14/15	COUNTRYMAN, BRENDA	1,360.00	
08/14/15	PRIEM, STEVEN	2,585.69	
08/14/15	WOEHRLE, MATTHEW	2,379.85	
08/14/15	XIONG, BOON	1,665.07	
08/14/15	BERGO, CHAD	2,907.76	
08/14/15	FOWLDS, MYCHAL	4,296.38	
08/14/15	FRANZEN, NICHOLAS	3,212.56	
08/14/15	CHRISTOPHER, KYLE	576.00	

9995502

9995503	08/14/15	MADSEN, JEFFREY	30.00
9995504	08/14/15	AUBUCHON, IMAGINARA	46.00
			531,704.12

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: August 11, 2015
SUBJECT: Approval to Enter into Agreements with Enterprise Fleet Management for Leasing of City Vehicles

Introduction

City staff is looking into the option of leasing a few of our city vehicles as opposed to purchasing them outright. For 2016, 10 vehicles are being considered for the lease option within the Fire and Police Departments. Enterprise Lease Management is a vendor with The Interlocal Purchasing System (TIPS), a Cooperative Purchasing Solution which is listed as an approved source within the City's Purchasing Policies.

Background

In recent years, we have either purchased new or used vehicles for the Fire Department Chief, Assistant Chiefs and Captains and have purchased new vehicles or taken possession of forfeited vehicles for the Police Department Chief, Commanders, Lieutenant and Investigators. The vehicle purchasing and disposal process can be a little cumbersome and does not take advantage of maximum resale values, fuel efficiencies and maintaining a healthy fleet. By utilizing the vehicle leasing process, City staff hopes to realize increased employee efficiency and productivity, reduced fuel and maintenance costs, easier budgeting and increased support of local businesses (routine maintenance will be taken care of by local businesses).

Budget Impact

The City expects to realize some staff efficiencies and reduced fuel and maintenance costs through the leasing program.

Recommendation

It is recommended that the Council authorize staff to enter into agreements with Enterprise Fleet Management for the purpose of leasing City vehicles.

Attachments

1. Master Equity Lease Agreement
2. Amendment to Master Equity Lease Agreement
3. Maintenance Management and Fleet Rental Agreement
4. Maintenance Agreement

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this thirtieth day of June, 2015, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any servicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to a title and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Minnesota (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Maplewood, Minnesota

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Gayle Bauman
Title: Finance Director

By: Jason Lipinsky
Title: Vice President of Fleet Management

Address: 1830 E County Rd B
Maplewood, MN 55109

Address: 2775 Blue Water Rd
Eagan, MN 55121

Date Signed: _____, _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2015 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of August, 2015 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Maplewood, Minnesota ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a), second paragraph, of the Master Equity Lease Agreement is amended to read as follows:

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the Lessee has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation or material change, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of August, 2015.

City of Maplewood, Minnesota (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the thirtieth day of June, 2015, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Maplewood, Minnesota (the "Company").

WITNESSETH:

- 1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

- 2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

- 4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

- 5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

- 6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet

Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

- 7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
- 8. **FEES:** EFM will charge the Company for the service under this Agreement \$5.00 per month per Card, plus a one time set-up fee of \$0.00.
- 9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Minnesota (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Maplewood, Minnesota

EFM: Enterprise Fleet Management, Inc.

By: Gayle Bauman
Title: Finance Director

By: Jason Lipinsky
Title: Vice President of Fleet Management

Address: 1830 E County Rd B
Maplewood, MN 55109

Address: 2775 Blue Water Rd
Eagan, MN 55121

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this thirtieth day of June, 2015, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Maplewood, Minnesota ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the thirtieth day of June, 2015, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Maplewood, Minnesota

EFM: Enterprise Fleet Management, Inc.

By: Gayle Bauman
Title: Finance Director

By: Jason Lipinsky
Title: Vice President of Fleet Management

Address: 1830 E County Rd B
Maplewood, MN 55109

Address: 2775 Blue Water Rd
Eagan, MN 55121

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed _____, _____

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, City Engineer/Public Works Director
Steven Love, Assistant City Engineer

DATE: August 17, 2015

SUBJECT: Approval of a Public Easement, Fire Station 1 Improvements, City Project 12-14

Introduction

The City Council will consider approving a public easement for roadway, sidewalk, drainage, and utility purposes over a portion of the new Fire Station property along McKnight Road.

Background / Discussion

On May 26, 2015 the City Council accepted the completion of the Fire Station 1 Improvements, City Project 12-14. Sidewalk along McKnight Road and other improvements were installed as part of the Fire Station 1 project. During the design process it was identified that a public easement for roadway, sidewalk, drainage, and utility purposes would be required to cover the new improvements. It was decided that the location of the new easement would be determined after the improvements were completed.

A survey of the new improvements installed as part of the Fire Station 1 project has been completed. A proposed public easement has been drafted and is attached to this memorandum. The new easement covers the area of McKnight Road and the adjacent sidewalk that currently lies outside of the existing right-of-way and preserves the use by the public for vehicular traffic, pedestrian traffic, and utility and drainage infrastructure.

Budget Impact

There are no budget impacts associated with this agenda item.

Recommendation

It is recommended the City Council approve the attached public easement for roadway, sidewalk, drainage and utility purposes over a portion of the Fire Station 1 property and authorize the Mayor to sign the easement. Minor changes to the easement can be made if reviewed and approved by the City Attorney. It is further recommended that the City Council authorize the City Engineer to record the above listed document.

Attachments

1. Public Easement for Roadway, Sidewalk, Drainage, and Utility Purposes

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required.
 Certificate of Real Estate Value No. _____
 _____, 2015

 County Auditor

By _____
 Deputy

(Reserved for recording data)

ROADWAY, SIDEWALK, DRAINAGE, AND UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, 2015, by **City of Maplewood**, Minnesota, Ramsey County, a Minnesota Municipal Corporation, Declarant.

WHEREAS, Declarant is the owner of the certain real property situated in the County of Ramsey, State of Minnesota, including property to which it hereby declares and reserves the following perpetual public easement for roadway, sidewalk, drainage, and utility purposes described as follows:

Permanent Public Roadway, Sidewalk, Drainage, and Utility Easement:

A permanent public easement for public roadway, sidewalk, drainage, and utility purposes over, under and across that part of Tract C, Registered Land Survey No. 616, Ramsey County, Minnesota, according to the recorded survey thereof, lying easterly of the westerly 76.50 feet of said Tract C and westerly of the following described line:

Beginning at the intersection of the south line of said Tract C and the easterly line of the westerly 80.00 feet of said Tract C; thence on an assumed bearing of North 00 degrees, 23 minutes, 48 seconds West, along the easterly line of the westerly 80.00 feet of said Tract C, a distance of 108.84 feet; thence North 05 degrees, 15 minutes, 15 seconds East, a distance of 86.37 feet; thence North 00 degrees 49 minutes 40 seconds East, a distance of 54.77 feet; thence North 05 degrees, 15 minutes, 43 seconds East, a distance of 29.63 feet; thence northeasterly along a tangential curve, concave to the southeast, with a radius of 66.10 feet and a central angle of 76 degrees, 15 minutes, 43 seconds, a distance of 87.99 feet; thence North 00 degrees, 23 minutes, 48 seconds West along a non-tangential line a distance of 30.00 feet to the northerly line of said Tract C and said line there terminating.

PIN 36-29-22-22-0009

WHEREAS, the Declarant intends to preserve said roadway, sidewalk, utility and drainage easements for the existing McKnight Road; and

WHEREAS, Which easement shall include the perpetual right of the Declarant to freely enter upon, over, across, through and under the real estate designated as the Permanent Public Roadway, Sidewalk, Drainage, and Utility Easement as described above and depicted by drawing on Easement Acquisition Exhibit "A" and at any time the Declarant may see fit, for the purpose of constructing, reconstructing, operating, maintaining, and/or repairing said Street, Sidewalk, and Utility appurtenances; including but not limited to sidewalk, boulevards, pipes, signage, utility structures, excavations, embankments, equipment, and any other items related to street, sidewalk, drainage, and utility functions.

WHEREAS, in order to provide for the free flow of vehicular traffic, pedestrian traffic, and utility and drainage infrastructure through said property, the Declarant desires to create easements and provide for ingress and egress of vehicular traffic, pedestrian traffic, and utility and drainage infrastructure;

NOW, THEREFORE, the Declarant hereby declares and preserves the nonexclusive permanent easement for ingress and egress for both vehicular and pedestrian traffic over and across said property and legally described in above and illustrated in Exhibit A, each attached hereto.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances there unto belonging, or in anyway appertaining, to the Declarant, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

CITY OF MAPLEWOOD

By: _____

Its: _____

Exempt from Deed Tax per MSA 287.22F

STATE OF MINNESOTA)
)ss
COUNTY OF RAMSEY)

This instrument was acknowledged before me on this ____ day of _____, 2015, by _____ the _____ of the City of Maplewood, a municipal corporation and political subdivision of the State of Minnesota.

Notarial Stamp or Seal

Signature of person taking acknowledgment

RETURN TO:
Public Works Department
1902 County Road B East
Maplewood Minnesota 55109

Document prepared by:

Steven W. Love
Maplewood Public Works
1902 County Road B East
Maplewood, Minnesota 55109

Tax statements for the real property described in this instrument should be sent to:

City of Maplewood
1830 County Rd B East
Maplewood, MN 55109-2702

WESTERLY LINE OF TRACT C,
R.L.S. 616

N 00°23'48" W
368.51

McKnight Road

EASTERLY LINE OF THE
WESTERLY 76.50 FEET OF
TRACT C, R.L.S. 616

EASTERLY LINE HIGHWAY EASEMENT,
PER DOC. NO. 859032

N 00°23'48" W
108.84

76.50
3.50

76.50
76.50

EASTERLY LINE OF THE
WESTERLY 80.00 FEET OF
TRACT C, R.L.S. 616

S 89°11'41" W
270.00

N 05°15'15" E
86.37

N 00°49'40" E
54.77

R=66.10
Δ=76°15'43"
L=87.99

N 05°15'43" E
29.63

PUBLIC ROADWAY, SIDEWALK,
DRAINAGE AND UTILITY EASEMENT

N 89°35'26" E
378.92

SOUTHERLY LINE OF
TRACT C, R.L.S. 616

N 00°23'48" W
30.00

PUBLIC ROADWAY, SIDEWALK,
DRAINAGE AND UTILITY EASEMENT
PER. DOC. NO. 2525948

30.00

TRACT C
R.L.S. 616

SOUTHERLY LINE OF
TRACT C, R.L.S. 616

S 34°33'40" W
292.96

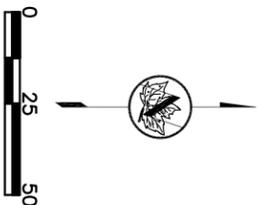
TRACT B
R.L.S. 616

N 00°23'48" W
129.01

R=716.00
Δ=04°43'16"
L=59.00

TRACT D
R.L.S. 616

EXHIBIT A



MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer
Steven Love, Assistant City Engineer

DATE: August 13, 2015

SUBJECT: Approval of Cooperative Agreement (PW 2014-32) with Ramsey County, Arkwright-Sunrise Area Improvements, City Project 12-09

Introduction

The City Council will consider approving a Cooperative Agreement (PW 2014-32) with Ramsey County for the Arkwright-Sunrise Area Improvements, City Project 12-09.

Background / Discussion

On March 24, 2014, the City Council awarded Palda & Sons, Inc. a construction contract for roadway, utility, sidewalk, and trail improvements for the Arkwright-Sunrise Area Improvements, City Project 12-09.

Ramsey County Department of Public Works is a partner with the City of Maplewood for the sidewalk and trail improvements along County Road B and Edgerton Street constructed as part of the Arkwright-Sunrise Area Improvements project. The attached agreement (PW 2014-32) outlines the responsibilities of each party and how the costs for the construction of the sidewalk and trail improvements along County Road B and Edgerton Street are to be split between the City of Maplewood and Ramsey County.

Budget Impact

Ramsey County's estimated cost share per the approved budget is \$176,000. The cost share amount for Ramsey County, as outlined in the attached cooperative agreement, is \$186,119.48. Ramsey County's final contribution will be based on construction quantities. No adjustments to the contract or approved project budget are needed at this time.

Recommendation

It is recommended that the City Council approve the attached Cooperative Agreement with Ramsey County (PW 2014-32) related to the sidewalk and trail improvements along County Road B and Edgerton Street as part of the Arkwright-Sunrise Area Improvements, City Project 12-09, 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.

Attachments

1. Ramsey County Cooperative Agreement (PW 2014-32)

Agreement PW2014-32

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF MAPLEWOOD

Ramsey County Maintenance Project
S.A.P. 062-030-018

Attachments:
Engineers Estimate-Exhibit A
Location Map

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

WITNESSETH:

WHEREAS, the City of Maplewood and Ramsey County desire to perform a Sidewalk Project ("Project") consisting of: installation of concrete sidewalk, bituminous walk, pedestrian ramps, and bituminous curb and gutter on County Road B from Mississippi Avenue to Edgerton Street, on Edgerton Street from County Road B to 600 feet north and on McKnight Road from Londin Lane to 400 feet north; and

WHEREAS, County Road B (CSAH 25), Edgerton Street (CSAH 58) and McKnight Road (CSAH 68) are designated as Ramsey County State Aid Highway; and

WHEREAS, portions of this Project have been designated as eligible for County State Aid Highway funds (CSAH), reimbursement as S.A.P. 062-030-018; and

WHEREAS, preliminary study reports indicate it is feasible, practical and technically proper to provide for the Project which includes installation of concrete sidewalk, bituminous walk, pedestrian ramps, and bituminous curb and gutter; and the Plans have been approved by the City and the County; and

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

NOW, THEREFORE, IT IS AGREED:

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

3. Upon award of a construction contract the City shall perform or contract for the performance of construction inspection.
4. The County and City shall participate in, and are responsible for, the construction costs and shares identified in Exhibit A. Actual costs will be adjusted to reflect final construction elements as submitted to the County for approval at the time of final Project completion.
5. The estimated construction cost of the Project is \$300,192.71, as set forth in Exhibit A.
6. Any utilities or facilities modified or added to those identified in the plans and specifications may be incorporated in the construction contract by supplemental agreement and shall be paid for as specified in the supplemental agreement. Design and construction engineering fees shall be negotiated at the time of supplemental agreement preparation.
7. The County shall pay to the City fifty (50) percent of the cost of the Project according to the Ramsey County Cost Participation policy. The estimated cost is \$150,096.36, as set forth in Exhibit A. The County's contribution will be paid entirely from the CSAH account and in accordance with MnDOT CSAH requirements.
8. The County shall reimburse the City for engineering costs incurred on its share of project design and administration. The estimated cost is \$18,011.56, as set forth in Exhibit A, as an engineering fee. Said fee shall be **12%** of item costs for which the County is responsible, as determined at the time of contract award.
9. The County shall reimburse the City for construction inspection costs incurred on its share of project design and administration. The estimated cost is \$18,011.56, as set forth in Exhibit A, as a construction inspection fee. Said fee shall be **12%** of item costs for which the County is responsible, as determined at the time of contract award.
10. All material testing for this Project shall comply with MnDOT CSAH standards and the schedule of material control.
11. Quantity distributions identified above shown in Exhibit A are estimates. Actual Cost shall be based on the contractor's unit prices and the quantities constructed.
12. All liquidated damages assessed to the contractor in connection with the work performed on the Project shall result in a credit shared by the City and the County in the same proportion as their responsibility for the cost of the element of the Project for which the liquidated damages were assessed.
13. The City shall not specially assess or otherwise recover any portion of its cost for this project through levy or special assessments on property owned by the County.
14. Throughout project design and construction, the City shall prepare partial cost and payment estimates for preliminary engineering fees, construction costs, and construction engineering

fees and, at appropriate intervals, notify the County of its share of the costs for its items of work.

15. Upon final completion of the work, the City shall prepare a revised estimate of cost participation breakdown based upon the unit prices and the actual units of work estimated to have been performed and submit a copy to the County.
16. All payments by the County shall be made to the City of Maplewood, Minnesota.
17. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and County. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend the County against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
18. This Agreement shall remain in full force and effect until terminated by mutual agreement of the City and the County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the last date written below.

(SIGNATURE PAGE TO FOLLOW)

**CITY OF MAPLEWOOD,
MINNESOTA**

By: _____

Its Mayor

By: _____

Its City Manager

Date: _____

RAMSEY COUNTY

Julie Kleinschmidt, County Manager

Date: _____

Approval recommended:

James E. Tolaas, Director
Public Works Department

Approved as to form:

Assistant County Attorney

ITEM #	SPECIFICATION NUMBER	DESCRIPTION	UNIT	UNIT PRICE					ESTIMATED TOTAL QUANTITY	ESTIMATED TOTAL COST
					COUNTY ROAD B SIDEWALK AND TRAIL	EDGERTON STREET SIDEWALK	McKNIGHT SIDEWALK			
					MISSISSIPPI	COUNTY B	LONDIN LN			
STREET IMPROVEMENTS										
1	2021.501	MOBILIZATION	LS	\$200,500.00	0.025	0.025	0.025		0.074	\$14,837.00
2	2101.506	CLEARING AND GRUBBING	EACH	\$162.00						
3	2101.507	CLEARING AND GRUBBING	ACRE	\$7,000.00						
4	2102.502	PAVEMENT MARKING REMOVAL	LF	\$0.60						
5	2102.602	PAVEMENT MARKING REMOVAL	EACH	\$75.00						
6	2104.501	REMOVE WOOD FENCE (SPLIT RAIL OR PLANK)	LF	\$8.00						
7	2104.501	REMOVE CHAIN LINK FENCE (ALL TYPES)	LF	\$3.00						
8	2104.501	REMOVE CONCRETE CURB AND GUTTER (ALL TYPES)	LF	\$3.51	80	15	41		136	\$477.36
9	2104.505	REMOVE BITUMINOUS DRIVEWAY OR TRAIL PAVEMENT	SY	\$4.19	1,128	251	141		1,520	\$6,368.80
10	2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT (INCLUDES ANY BITUMINOUS CURB)	SY	\$0.01	513	3	6		522	\$5.22
11	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT/APRON	SY	\$10.21	334				334	\$3,410.14
12	2104.505	REMOVE CONCRETE WALK / STEPS	SF	\$1.50	50		50		100	\$150.00
13	2104.506	BITUMINOUS ROADWAY RECLAMATION	SY	\$5.00	513	3	6		522	\$2,610.00
14	2104.513	SAW ROADWAY BITUMINOUS PAVEMENT (FULL-DEPTH)	LF	\$1.82	844	114	55		1,013	\$1,843.66
15	2104.521	SALVAGE RETAINING WALL (ALL TYPES)	SF	\$12.00						
16	2104.521	SALVAGE LANDSCAPE EDGER OR SHORT WALL (ALL TYPES)	LF	\$5.00						
17	2104.521	SALVAGE WOOD FENCE (SPLIT RAIL, PLANK, CHAIN, ETC.)	LF	\$4.00						
18	2104.602	SALVAGE MAILBOX ASSEMBLY (ANY NUMBER OF BOXES AND POSTS)	EACH	\$20.00						
19	2105.501	COMMON EXCAVATION, CY (EV) (P)	CY	\$18.35	1,333	90	75		1,498	\$27,488.30
20	2105.507	SUBGRADE EXCAVATION, CY (EV)	CY	\$0.01						
21	2105.507	ADDITIONAL SUBGRADE EXCAVATION, CY (EV)	CY	\$11.08						
22	2105.522	SELECT GRANULAR BORROW, CY (CV)	CY	\$0.01						
23	2105.526	SELECT TOPSOIL BORROW, CY	CY	\$16.00						
24	2105.543	TEMPORARY STABILIZING AGGREGATE, CLASS 6	TON	\$11.00						
25	2105.543	TEMPORARY STABILIZING AGGREGATE, 1.5-INCH MINUS	TON	\$30.00						
26	2105.604	GEOTEXTILE FABRIC TYPE V (SUBCUT)	SY	\$0.63						
27	2123.601	EQUIPMENT RENTAL (REMOVE/SALVAGE MISC. LANDSCAPE ITEMS)	LS	\$20,000.00						
28	2123.610	STREET SWEEPER WITH PICKUP BROOM	hour	\$100.00	12	2	2		16	\$1,600.00
29	2130.501	WATER FOR DUST CONTROL	M GAL	\$35.00						
30	2211.501	AGGREGATE BASE CLASS 6 FOR BITUMINOUS DRIVEWAYS AND TRAILS, 6-INCH THICKNESS	SY	\$3.96	2,793	105	63		2,961	\$11,725.56
31	2211.501	AGGREGATE BASE CLASS 6 FOR CONCRETE DRIVEWAYS, 4-INCH THICKNESS	SY	\$2.65	1,381	108	90		1,579	\$4,184.35
32	2211.501	AGGREGATE BASE CLASS 6 FOR WALKS, 4-INCH THICKNESS	SY	\$2.65	1,554	313	284		2,151	\$5,700.15
33	2211.501	AGGREGATE BASE CLASS 6 FOR STREETS	TON	\$7.71						
34	2211.501	ADDITIONAL AGGREGATE BASE CLASS 6 FOR STREETS FOR SUBGRADE SUPPORT	TON	\$7.71						
35	2211.501	AGG. SURFACING, CL. 5 (100% CR. LIMESTONE) FOR GRAVEL DWYS, 6" THICKNESS	SY	\$5.40	7				7	\$37.80
36	2232.501	MILL BITUMINOUS SURFACE 2" DEPTH	SY	\$2.50						
37	2232.603	MILL BITUMINOUS PAVEMENT, 1.5" DEPTH @ MINIMUM 18" WIDE	LF	\$3.00	754	22			776	\$2,328.00
38	2331.603	BITUMINOUS ROAD PAVEMENT CONTROL JOINT SAW AND SEAL	LF	\$3.53						
39	2355.502	BITUMINOUS FOG SEAL (TYPE CSS-1h)	GAL	\$4.00						
40	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.85	78	2	2		82	\$233.70
41	2360.501	TYPE SPWEB240B WEARING COURSE MIXTURE - NEIGHBORHOOD STREETS	TON	\$53.65						
42	2360.501	TYPE SPWEB340B WEARING COURSE MIXTURE - COUNTY INTERSECTIONS AND PATCHING	TON	\$102.00	118	1	2		121	\$12,342.00
43	2360.502	TYPE SPNWB230B NON-WEARING COURSE MIXTURE - NEIGHBORHOOD STREETS	TON	\$59.40						
44	2360.502	TYPE SPNWB330B NON-WEARING COURSE MIXTURE - COUNTY INTERSECTIONS AND PATCHING	TON	\$97.00	236	1	3		240	\$23,280.00
45	2360.503	TYPE SPWEA230L WEARING COURSE MIXTURE - 3" THICK DRIVEWAY	SY	\$18.10	503	105	63		671	\$12,145.10
46	2360.503	TYPE SPWEA230B WEARING COURSE MIXTURE - 3" THICK TRAIL	SY	\$13.10	2,036				2,036	\$26,671.60
47	2411.618	ENGINEERED MODULAR BLOCK RETAINING WALL	SF	\$19.50						
48	2451.503	GRANULAR BACKFILL (WATER, SANITARY, STORM)	CY	\$0.01						
49	2451.603	AGGREGATE PIPE FOUNDATION PER STANDARD PLATE NO. 440	LF	\$9.47						
50	2502.541	4" PERFORATED DRAIN TUBING WITH SOCK (STREET SUBCUT)	LF	\$14.04						
51	2521.501	4" CONCRETE CARRIAGE WALK	SF	\$5.15						
52	2521.501	4" CONCRETE SIDEWALK	SF	\$2.65	10,291	2,259	1,774		14,324	\$37,958.60
53	2521.501	4" CONCRETE WALK RISER-STEPS	EACH	\$250.00						
54	2531.501	CONCRETE C&G, DESIGN B612, B618, D412 RIBBON OR TRANSITION	LF	\$8.60	565	15	41		621	\$5,340.60
55	2531.507	6" CONCRETE DRIVEWAY PAVEMENT, RESIDENTIAL	SY	\$39.05	597	22	39		658	\$25,694.90
56	2531.618	PEDESTRIAN CURB RAMP	SF	\$7.59	1,630	103	60		1,793	\$13,608.87
57	2531.618	TRUNCATED DOMES	SF	\$35.00	515	23	17		555	\$19,425.00
58	2535.501	BITUMINOUS CURB	LF	\$7.75						
59	2540.602	INSTALL SALVAGED POST WITH SINGLE MAIL AND/OR NEWS BOX	EACH	\$35.00						
60	2540.602	INSTALL SALVAGED POST WITH MULTIPLE MAIL AND/OR NEWS BOXES	EACH	\$35.00						
61	2540.602	FURNISH AND INSTALL POST WITH SINGLE MAIL AND/OR NEWS BOX	EACH	\$75.00						
62	2540.602	FURNISH AND INSTALL POST WITH MULTIPLE MAIL AND/OR NEWS BOX	EACH	\$125.00						
63	2540.602	INSTALL SALVAGED NEWSPAPER BOX SUPPORT POST AND BOX(ES)	EACH	\$35.00						
64	2540.602	SALVAGE & REINSTALL LARGE LANDSCAPE ROCK (BOULDER)	EACH	\$60.00						
65	2540.603	INSTALL SALVAGED LANDSCAPE EDGER OR SHORT WALL (ALL TYPES)	LF	\$7.00						
66	2540.604	INSTALL LANDSCAPE ROCK, ALL TYPES, 3-INCH THICKNESS W/WEED BARRIER	SY	\$7.00						
67	2540.618	INSTALL SALVAGED RETAINING WALL (ALL TYPES)	SF	\$23.00						
68	2557.603	INSTALL SALVAGED WOOD FENCE (SPLIT RAIL, PLANK, CHAIN, ETC.)	LF	\$16.00						
69	2557.603	INSTALL CHAIN LINK FENCE	LF	\$16.00						
70	2557.603	FURNISH AND INSTALL SPLIT RAIL FENCE	LF	\$19.00						
71	2563.602	TEMPORARY STREET NAME SIGNAGE	EACH	\$150.00						
72	2563.610	TRAFFIC CONTROL - NEIGHBORHOOD	LS	\$16,000.00						
73	2563.610	TRAFFIC CONTROL - BURR-ELDRIDGE MILL AND OVERLAY	LS	\$1,000.00						
74	2563.610	TRAFFIC CONTROL - COUNTY ROAD B AND EDGERTON SIDEWALKS/TRAILS	LS	\$10,000.00	1	0			1	\$10,000.00
75	2563.610	TRAFFIC CONTROL - MCKNIGHT SIDEWALK	LS	\$2,500.00			1		1	\$2,500.00
76	2563.610	TRAFFIC CONTROL - BITUMINOUS FOG SEAL	LS	\$1,500.00						
77	2571.502	DECIDUOUS TREE 2.5-INCH BALLED & BURLAPPED	EACH	\$375.00						
78	2573.502	SILT FENCE, TYPE HEAVY DUTY	LF	\$1.80	280				280	\$504.00
79	2573.530	INLET PROTECTION, ALL TYPES	EACH	\$120.00	12	7	3		22	\$2,640.00
80	2573.540	FILTER LOG, TYPE COMPOST LOG	LF	\$3.50	4,240	340	440		5,020	\$17,570.00
81	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN - NEIGHBORHOOD	LS	\$32,000.00						
82	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN - COUNTY ROAD B AND EDGERTON	LS	\$4,000.00	1				1	\$4,000.00

ITEM #	SPECIFICATION NUMBER	DESCRIPTION	UNIT	UNIT PRICE	COUNTY ROAD B SIDEWALK AND TRAIL	EDGERTON STREET SIDEWALK	McKNIGHT SIDEWALK	ESTIMATED TOTAL QUANTITY	ESTIMATED TOTAL COST
					MISSISSIPPI EDGERTON	COUNTY B HWY 36	LONDIN LN END		
83	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN - BURR-ELDRIDGE MILL AND OVERLAY	LS	\$2,000.00					
84	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN - MCKNIGHT SIDEWALK	LS	\$2,000.00				1	\$2,000.00
85	2573.602	FURNISH AND MAINTAIN ROCK ENTRANCE PAD AS PER PLATE 350	EACH	\$500.00					
86	2575.523	EROSION CONTROL BLANKET, CATEGORY 3, WOOD FIBER, 25 NATURAL NETTING	SY	\$1.50					
87	2575.532	COMMERCIAL FERTILIZER, ANALYSIS 10-10-10 FOR SODDED/SEEDED AREAS (300 LBS/ACRE)	LB	\$0.70					
88	2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	\$1.50					
89	2575.603	WATER FOR TURF ESTABLISHMENT (ADDITIONAL)	M GAL	\$20.00					
90	2575.604	TURF ESTABLISHMENT w/SEED MIXTURE 25-131 (MNDOT 260) (220 LBS/ACRE)	SY	\$0.25					
91	2575.604	TURF ESTABLISHMENT w/SEED MIXTURE 35-221 (MNDOT 330) (36.5 LBS/ACRE)	SY	\$1.00					
92	2575.604	MINERAL SOD	SY	\$2.65					
93	2582.502	4" SOLID LINE WHITE - EPOXY	LF	\$0.30					
94	2582.502	24" SOLID LINE WHITE - EPOXY	LF	\$7.00					
95	2582.502	4" SOLID LINE YELLOW - EPOXY	LF	\$0.31					
96	2582.502	4" BROKEN LINE YELLOW 10-30 - EPOXY	LF	\$0.31					
97	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	\$0.62					
98	2582.503	CROSSWALK MARKING WHITE - EPOXY	SF	\$4.20	234	126		360	\$1,512.00

STORM SEWER IMPROVEMENTS

\$300,192.71

99	2104.501	REMOVE STORM SEWER PIPE (ANY SIZE & TYPE)	LF	\$8.50					
100	2104.509	REMOVE DRAINAGE STRUCTURE (CB, MH, CB-MH, OR FES) (ANY SIZE)	EACH	\$350.00					
101	2104.523	SALVAGE STORM SEWER CASTING	EACH	\$30.00					
102	2104.602	SALVAGE FLARED END SECTION	EACH	\$100.00					
103	2105.515	UNCLASSIFIED EXCAVATION FOR UNDERGROUND INFILTRATION SYSTEMS (P)	CY	\$9.45					
104	2105.603	MINOR GRADING	LF	\$25.00					
105	2105.604	GEOTEXTILE FABRIC TYPE V - NON-WOVEN (INFILTRATION SYSTEMS)	SY	\$1.50					
106	2411.604	DRY-STACK IRREGULAR STONE RETAINING WALLS	SF	\$28.15					
107	2451.511	3-INCH TO 1.5-INCH WASHED ROCK	CY	\$49.92					
108	2501.525	12-INCH HDPE PIPE APRON	EACH	\$466.00					
109	2501.525	15-INCH HDPE PIPE APRON	EACH	\$466.00					
110	2501.525	24-INCH HDPE PIPE APRON	EACH	\$622.00					
111	2501.525	24-INCH HDPE PIPE APRON	EACH	\$622.00					
112	2503.511	12-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	\$24.91					
113	2503.511	15-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	\$27.90					
114	2503.511	18-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	\$33.52					
115	2503.511	21-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	\$37.95					
116	2503.511	24-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	\$53.57					
117	2503.511	48-INCH CORRUGATED SMOOTH WALL HDPE PIPE - PERFORATED	LF	\$79.63					
118	2503.511	60-INCH CORRUGATED SMOOTH WALL HDPE PIPE - PERFORATED	LF	\$114.42					
119	2503.602	CONNECT TO EXISTING STORM SEWER PIPE	EACH	\$356.00					
120	2503.602	CONNECT TO EXISTING STORM SEWER / CORE DRILL	EACH	\$600.00					
121	2503.603	PIPE BEDDING FOR HDPE STORM SEWER, PER STD PLT 440	LF	\$0.01					
122	2506.502	CONSTRUCT 12" NYLOPLAST DRAIN & BASIN	EACH	\$827.00					
123	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 2x3 BOX	EACH	\$1,011.00					
124	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 48-INCH CB/MH	EACH	\$1,608.00					
125	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 60-INCH CB/MH	EACH	\$2,415.00					
126	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 72-INCH CB/MH	EACH	\$3,518.00					
127	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 84-INCH CB/MH	EACH	\$6,596.00					
128	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 96-INCH CB/MH	EACH	\$8,630.00					
129	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 120-INCH CB/MH	EACH	\$12,225.00					
130	2506.521	FURNISH & INSTALL R-1678-A FRAME & SOLID LID OR EQUIV FOR STORM SEWER	EACH	\$870.00					
131	2506.521	FURNISH & INSTALL R-3067-V FRAME & GRATE OR EQUIV	EACH	\$788.00					
132	2506.521	FURNISH & INSTALL NYLOPLAST 1299CGS GRATE OR EQUIV	EACH	\$100.00					
133	2506.602	REINSTALL SALVAGED STORM SEWER CASTING	EACH	\$410.00					
134	2511.502	RANDOM RIPRAP, CLASS IV	CY	\$150.00					
135	2511.515	GEOTEXTILE FABRIC, TYPE IV FOR RIP RAP	SY	\$5.00					
136	2531.602	SPLASH BLOCK ASSEMBLY - COMPLETE	EACH	\$455.00					
137	2571.504	DECIDUOUS SHRUB, # 2 CONTAINER	EACH	\$39.00					
138	2571.504	PERENNIAL, #1 CONTAINER	EACH	\$14.00					
139	2571.602	RESIDENTIAL RAINWATER GARDEN PREPARATION	SF	\$5.61					

SANITARY SEWER IMPROVEMENTS

140	2104.523	SALVAGE SANITARY SEWER CASTING	EACH	\$30.00					
141	2104.603	ABANDON IN PLACE - 20-INCH SANITARY SEWER PIPE	LF	\$11.41					
142	2503.602	8" x 6" SCHEDULE 40 SERVICE WYE	EACH	\$908.00					
143	2503.603	8" SANITARY SEWER LINING	LF	\$17.00					
144	2503.603	12" SANITARY SEWER LINING	LF	\$315.00					
145	2503.603	PIPE BEDDING FOR PVC SANITARY SEWER PIPE OR WATERMAIN PER STD PLATE 440	LF	\$0.01					
146	2503.603	4" OR 6" PVC, SCH. 40 SANITARY SEWER SERVICE PER PLATE 410 OR 410A	LF	\$56.96					
147	2506.521	FURNISH & INSTALL R-1678-A FRAME & R-1422-0015 LID FOR SANITARY SEWER	EACH	\$870.00					
148	2506.603	RECONSTRUCT SANITARY SEWER MANHOLE	VF	\$276.00					

WATERMAIN IMPROVEMENTS

149	2504.602	ADJUST CURB STOP HOUSING	EACH	\$75.00					
150	2504.602	ADJUST GATE VALVE BOX	EACH	\$150.00					
151	2504.602	WATER UTILITY HOLE (EXCAVATE & BACKFILL)	EACH	\$764.00					
152	2504.602	WATER UTILITY OFFSET/REPLACEMENT TRENCH (EXCAVATE & BACKFILL)	EACH	\$1,500.00					
153	2504.603	REPAIR CURB STOP HOUSING / GATE VALVE BOX	EACH	\$400.00					
154	2504.603	WATER MAIN TRENCH	LF	\$26.01					
155	2504.603	WATER SERVICE TRENCH	LF	\$40.74					
156	2504.604	2" INSULATION	SY	\$15.00					
157	2506.521	FURNISH & INSTALL CASTING ASSEMBLY, TYPE FORD COVER A-1	EACH	\$181.00					

PRIVATE DRIVEWAY IMPROVEMENTS

158	2104.503	REMOVE CONCRETE SIDEWALK PAVEMENT (PRIVATE)	SF	\$1.50					
159	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT (PRIVATE)	SY	\$4.88					
160	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT (PRIVATE)	SY	\$11.96					
161	2105.507	CONCAVE EXCAVATION CY (EV) FOR EXPANSION OF DRIVES AND WALKS (PRIVATE)	CY	\$25.00					

EXHIBIT A

G4. Attachment 1

ITEM #	SPECIFICATION NUMBER	DESCRIPTION	UNIT	UNIT PRICE	COUNTY ROAD B SIDEWALK AND TRAIL	EDGERTON STREET SIDEWALK	McKNIGHT SIDEWALK	ESTIMATED TOTAL QUANTITY	ESTIMATED TOTAL COST
					MISSISSIPPI	COUNTY B	LONDIN LN		
					EDGERTON	HWY 36	END		
162	2105.507	SUBGRADE EXCAVATION, CY (EV) FOR DRIVEWAYS (PRIVATE)	CY	\$25.00					
163	2105.526	SELECT TOPSOIL BORROW, CY (CV) FOR TURF ESTABLISHMENT (PRIVATE)	CY	\$22.00					
164	2211.501	AGGREGATE BASE CLASS 6 FOR DRIVEWAYS (PRIVATE)	SY	\$4.88					
165	2360.503	TYPE SPWEA230LWEARING COURSE MIXTURE - 3" THICK DRIVEWAY (PRIVATE)	SY	\$22.15					
166	2521.501	4" CONCRETE WALK (PRIVATE)	SF	\$6.25					
167	2531.507	6" CONCRETE DRIVEWAY PAVEMENT, RESIDENTIAL (PRIVATE)	SY	\$62.70					
168	2575.505	SODDING, TYPE LAWN (PRIVATE)	SY	\$10.00					

TOTAL SIDEWALK/TRAIL ESTIMATE: \$300,192.71

RAMSEY COUNTY SHARE 50%: \$150,096.36

12% Engineering & Administration : \$18,011.56

12% Project Inspection : \$18,011.56

RAMSEY COUNTY TOTAL: \$186,119.48

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director
Jim Taylor, Parks Manager

DATE: August 24, 2015

SUBJECT: Approval of Funding for the Tuj Lub Project at Keller Park

Introduction

Over the past year staff has been working on an exciting partnership with Ramsey County, The Minnesota Tuj Lub Association, and our legislative team to bring state of the art Tuj Lub courts into the community. This project is a direct result of recommendations made in the adopted Maplewood Parks System Plan.

Background

Tuj Lub (pronounced “too-loo”) is a traditional Hmong sport involving spinning tops. Teams of six compete to earn points by launching tops towards various targets at distances ranging from ten feet all the way up to seventy feet. This aspect of the culture is an important way to preserve their heritage and introduce new players to the sport.

The project will consist of four courts located at the Keller Park Golfview site. Included in this project is an accessible paved trail, irrigated turf, fencing, reinforced turf for high impact areas, concrete launch pad and throwing lanes, PVC coat belting for throwing lane, landscaping, signage, and seating.

Discussion

The only other known Tuj Lub court constructed in the United States is in Westminster, CO. With over 77,000 Minnesotans of Hmong heritage, this is a much needed amenity that we can bring to the community.

Funding

The total cost of this project is \$300,000. This total includes all of the improvements mentioned earlier in this report. Some additional amenities may be added later, if the MN Tuj Lub Association is able to secure additional funding. Also, staff is in the early stages of working with Sepak Takraw of the United States about the possibility of adding Takraw Courts as well. If these discussions progress there may be an additional funding request that will come back to Council at a later date.

During the 2015 Legislative Session, staff along with our partners testified to the House and the Senate on this project. This bill was sponsored by Senator Hawj in the Senate and Representative Lillie in the House. Through this testimony and working with our legislative team

we were able to secure \$150,000 of bonding money through the Arts, Culture, and Heritage portion of the Legacy Fund. This money is allocated to the Minnesota Humanities Center and then available to the project upon application. This application is currently being completed by the County.

The remainder of the project will be split between the City and Ramsey County. The City's portion is \$75,000 that will be paid for out of the Park Development Fund. The County will serve as the fiscal agent for this project and all payments will be made to them. Approval will be needed for the Finance Director to establish a budget for this project in the Park Development Fund.

Recommendation

Staff recommends approval of the Tuj Lub Project at Keller Park and authorizes payment of \$75,000 from the Park Development Fund to Ramsey County to cover the City's cost share. The Finance Director is also authorized to establish a budget of \$75,000 in the Park Development Fund for this project.

Attachments

1. Site Plan

CONTACT INFORMATION:
 B. Gus Blumel, Landscape Architect
 10000 Grand Ave., Suite 100
 Maplewood, MN 55109
 brett.blumel@co.ramsey.mn.us
 651.748.2500

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Registration: Landscape Architect
 State: Minnesota
 License No.: 10000
 Signature: B. Gus Blumel

NO.	DATE	DESCRIPTION
1	X/1/22	X DOCUMENTS

DESIGN PHASE:
REVIEW
DOCUMENTS

TU LUB COURTS
SCHEMATIC DESIGN
 RAMSEY COUNTY PARKS AND RECREATION DEPARTMENT
 KELLER REGIONAL PARK

DATE: JANUARY 2015
 DESIGNED BY: BGB
 DRAWN BY: BGB
 CHECKED BY: SAT



TITLE
 CONCEPT B

SD 3.0
 SHEET 1 OF X



MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
Ann Hutchinson, Lead Naturalist
DATE: August 24, 2015
SUBJECT: Approval of a Resolution Accepting a Donation to Maplewood Nature Center

Introduction

A donation of \$25.00 was sent to the Maplewood Nature Center from Lynnette Olson.

Minnesota State Statute 465.03 states that gifts to municipalities shall be accepted by the governing body in the form of a resolution by a two-thirds vote.

Budget Impact

This is a donation and no matching funds are required.

Recommendation

Approve the Resolution accepting the donation of \$25.00 to the Maplewood Nature Center from the Olson family.

Attachments

1. Resolution Acceptance of Donation to the Maplewood Nature Center

**RESOLUTION
ACCEPTANCE OF DONATION**

WHEREAS the City of Maplewood and the Parks and Recreation Department has received a donation of \$25;

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council authorizes the City of Maplewood, Parks and Recreation Department to accept this donation.

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MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Daniela Lorenz, Planning Intern
Michael Martin, AICP, Economic Development Coordinator

DATE: August 19, 2015

SUBJECT: Consideration of an Ordinance Amendment to Allow Temporary Exterior Sales in Business Commercial Districts – Second Reading

Introduction

At the July 27, 2015 meeting, the city council approved the first reading of a proposed ordinance amendment to allow temporary exterior sales in business commercial districts. The city council did request staff bring back options for the council to consider regarding the approved length of time for temporary exterior sales and requested the planning commission review this proposal one more time regarding the approved length of time.

Background

Section 44-511 (permitted uses), in the BC district regulations, does not permit any exterior sales of goods. Section 44-512 (conditional uses), allows the sale of exterior goods with a conditional use permit in a BC district.

Currently, there is no mention of temporary exterior sales in Maplewood's city code.

Discussion

Code Amendment to Allow Temporary Exterior Sales

The BC ordinance already allows "exterior sales" with a CUP as follows: "the exterior storage, display, sale, or distribution of goods or materials, but not including a junkyard, salvage automobile, or other wrecking yard. The city may require screening of such uses pursuant to the screening requirements of subsection (6.a.) of this section."

There have been businesses such as temporary greenhouses, fireworks stands, fruit and vegetable stands and food vendors that have operated in the city for many years, securing the appropriate licenses through the clerk's office but their zoning status was never questioned. This proposed amendment is an attempt to rectify a current gap in the city's zoning ordinance.

Length of Time Considered for Temporary Sales

In this ordinance amendment, staff had originally recommended 180 days for temporary sales. Currently, licenses issued from the city clerk's office have the potential to be valid for a full year. Staff's rationale was the state building code considers a temporary building to be in place for up to 180 days. Staff was recommending that anything above 180 days be required to receive approval for a conditional use permit. Staff's intent was to keep the zoning requirements straight forward since all the rules currently in place regulating the issuance of licenses and permits for temporary sales will continue to be enforced.

Staff looked at other cities for guidance on an appropriate length of time. The key point staff discovered in its research is that there is no common standard among cities. Stillwater allows garden centers to be in operation for up to 90 days per year and fireworks sales for up to three weeks. Woodbury limits outdoor sales to 10 days per year and the operation must either own the land or have a year lease. St. Louis Park has a limit of 180 days. Richfield allows for up to six months.

During the planning commission's review of the appropriate length of time it reaffirmed that it was comfortable with 180 days and actually recommended the ordinance language be six months for ease of tracking. Staff is also comfortable with the recommendation of 180 days or six months. If desired, staff is also comfortable with 120 days as an option. Staff does feel 90 days would be too short of a time. The intention is to start the "zoning clock" on the day of issuance of a license or permit. Most operations do not start selling on the day of permit or license issuance as they need approval from the city in order to commence setting up.

Commission Actions

The planning commission recommended approval of the proposed amendment at its meeting on July 7, 2015.

The planning commission reviewed this proposal again at its meeting on August 18, 2015, considered other ranges of time for temporary uses, and stated it was still comfortable with the 180-day range. The commission recommended the language be changed to 6 months instead of using days for ease of tracking.

Budget Impact

None

Recommendation

Adopt the resolution amending Section 44-511 adding an additional permitted use allowing temporary exterior sales in BC (business commercial) districts.

Attachments

1. Ordinance Amendment to Section 44-511

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT TO ALLOW
TEMPORARY EXTERIOR SALES IN BC (BUSINESS COMMERCIAL) ZONING DISTRICTS**

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

Section 1. Section 44-511 of the Maplewood Code of Ordinances is hereby amended as follows:

Sec. 44-511. Permitted Uses.

The city shall only permit the following uses by right in a BC business commercial district:

- (18) Temporary exterior sale of goods, up to 6 months per year, pursuant to licensing and permitting requirements in chapter 14, article VI, chapter 20, article IV and chapter 28, article II.

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

The Maplewood City Council _____ this ordinance revision on _____.

Mayor

Attest:

City Clerk

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MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Virginia Gaynor, Natural Resource Coordinator
James Taylor, Park Manager
Steven Love, Assistant City Engineer

DATE: August 17, 2015

SUBJECT: Consideration to Proceed with Design Work, Fish Creek Improvements, City Project 15-19

Introduction

The City Council will consider authorizing city staff to proceed with design work for the Fish Creek Improvements, City Project 15-19.

Background / Discussion

On October 22, 2012 the City Council approved the Fish Creek Master Plan. This plan includes a paved bituminous trail over a portion of the Fish Creek property and additional areas for parking as shown on the attached concept map.

The City of Maplewood was awarded a \$318,000 grant from the Metropolitan Council in 2014 for improvements at the 70-acre Fish Creek site. The improvements to the Fish Creek site must be completed by July 31, 2018 to receive the grant money. The goal of the Fish Creek Improvements project is to design and install an accessible paved bituminous trail, parking lot and trail head.

This is a joint project between the City of Maplewood's Parks and Recreation Department and the Public Works Department. During the design process this item will be brought before the Parks and Recreation Commission, Environmental and Natural Resources Commission, and Heritage Preservation Commission. Additionally, staff will be hosting an open house meeting to gather input from the public. After the design is completed this item along with the proposed funding plan will be brought before the City Council for approval prior to advertizing for bid.

Budget Impact

There are no budget impacts to the project at this time. The cost of construction will be funded by the Metropolitan Council grant. This grant cannot be utilized to pay for engineering design costs. Therefore, the Public Works Department will be assisting the Parks Department by preparing plans and specifications necessary for bidding and constructing the project. City staff will continue to look for opportunities to partner with other agencies to maximize the scope of the proposed project.

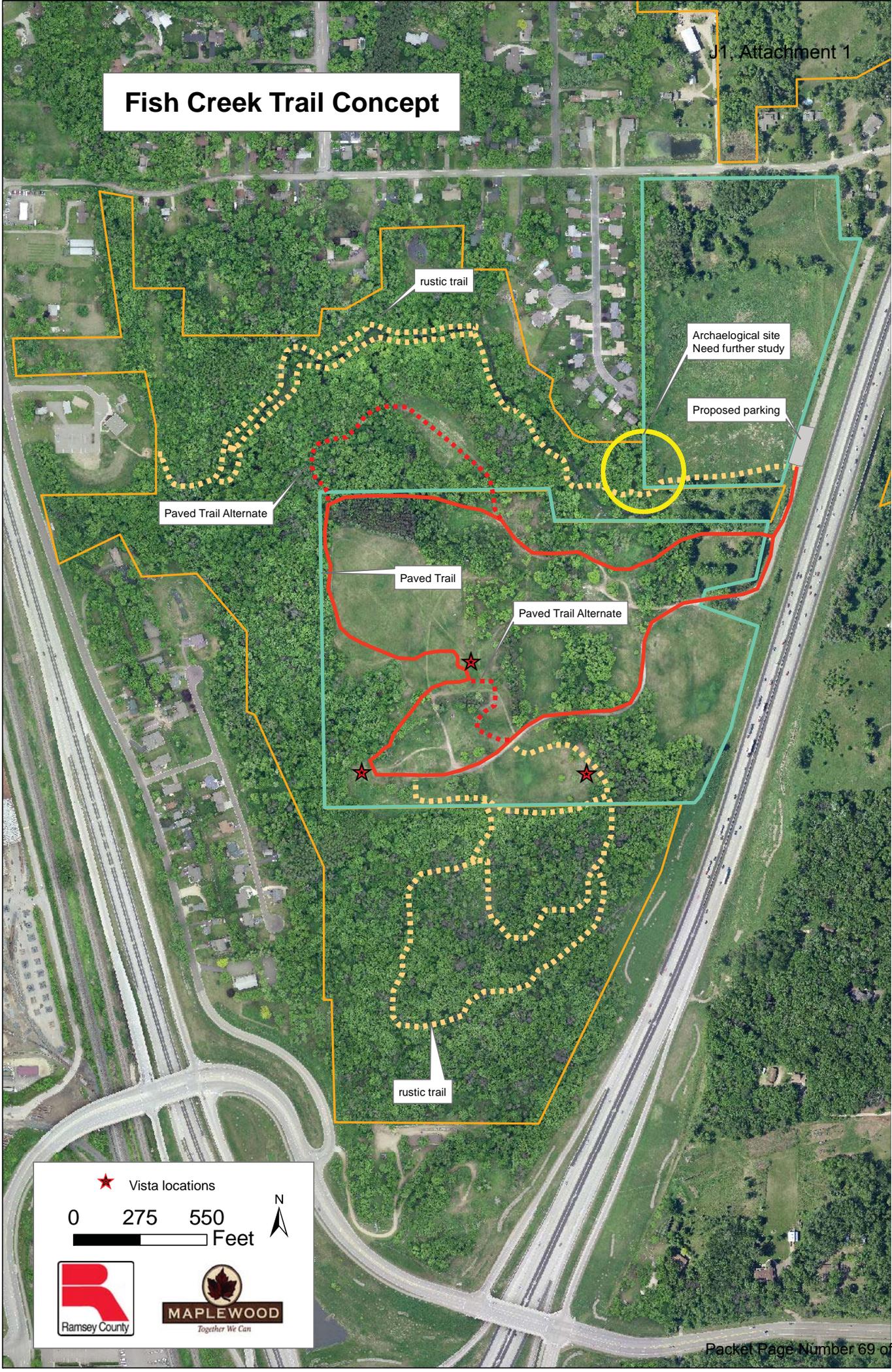
Recommendation

It is recommended the City Council authorize city staff to proceed with the Fish Creek Improvements, City Project 15-19 design work.

Attachments

1. Fish Creek Concept Design Map

Fish Creek Trail Concept



★ Vista locations

0 275 550 Feet

North Arrow

Ramsey County

MAPLEWOOD
Together We Can

MEMORANDUM

TO: City Council

FROM: Melinda Coleman, City Manager and H. Alan Kantrud, City Attorney

DATE: August 13, 2015

SUBJECT: CenturyLink Franchising Discussion

Introduction/Background

The City of Maplewood is a member-city in the Ramsey-Washington Suburban Cable Commission, which includes a group of a dozen cities in the immediate area. The group is governed by a JPA entered into in 1995. While the Commission is responsible for managing the member cities' existing franchise with Comcast, there is no current franchise between CenturyLink and the City of Maplewood. City staff is considering its options in this regard and brings this issue before you for consideration.

Discussion

- **Status Quo**

When the City joined the Cable Commission in the early-mid 90's the range of options for franchises/cable providers was very low. In fact, the only cable-operator for 20 years has been Comcast or their predecessor. While Comcast is still the primary driver of 'cable-based' residential programming, another operator, CenturyLink, has been developing its own product.

CenturyLink has labeled its product, "Prism," and touts it as a more navigable and user-friendly environment with a more on-demand focus than that offered by Comcast. A description of the service and its highlights is attached to this report.

- **Franchise Required**

In order to provide access to this product for the citizens of Maplewood, CenturyLink will have to seek and be granted a "franchise," from the City in much the same manner as Comcast and Xcel have currently. This franchise would authorize CenturyLink to utilize the City's right-of-ways to gain access to the customers/residents that choose to contract with them.

The franchising process is one that the City is very familiar with. Over the last 8 years staff has re-stated its electric franchise twice and established its gas franchise just this past spring. While the City remains a member of the RWSCC, nothing in that JPA membership precludes entertaining a franchise directly with CenturyLink. The franchise is granted by the City, not by the Commission. The Commission represents its member-cities more as a collective-bargaining

entity ensuring that all the members get the “same deal.”

- **Benefits of a Franchise Grant to CenturyLink by the City**

Competition within the cable industry in Maplewood, as in most areas, has historically been almost non-existent with the only competition for the incumbent coming from dish solutions. The addition of another franchisee will provide an additional choice for our residents in a market where they’ve traditionally had few. Competition will likely also ensure better service and lower costs for residents from all franchisees.

Assuming that CenturyLink will indeed submit a franchise request, entertaining that request directly with the requestor will allow the City to craft the agreement to the needs of Maplewood residents and be much more agile when it comes to negotiating the terms of the agreement. One such item spelled out in the terms will be the PEG and franchise fees subscribers pay. As a member of the RWSCC the City has access to the resources they provide with funds from those fees. That being said, as stated above in regards to negotiations, having those funds come completely to the City will allow us to have full creative control on how they are used. Entertaining and ultimately entering into a franchise agreement with CenturyLink on the City’s own means that the City will then have access to 100% of those fees. While there are specified uses for some of those funds, staff feels that those uses align nicely with the City Council’s goal to increase communication and citizen engagement with Maplewood residents.

- **Timeline for Process**

The franchising of a cable operator/company in Minnesota is a statutory procedure, governed by Minn. Stat. § 238 there are three essential timelines that must be respected:

- 1) An intent to accept ‘proposals’ must be published once a week for two consecutive weeks in a local paper and notices given to interested parties;
- 2) A 20-day period of time must be open within which applications/proposals may be submitted and;
- 3) Seven days must elapse following the closing of the aforementioned 20 days before a franchise can be awarded.

Depending on how long the City would like the process to stay open, the process could take 41 days or as little as 27 days.

- **Process for Moving Forward**

If the Council decides to move forward with the franchising of CenturyLink, staff will work both internally and with the assistance of an experienced cable-franchising attorney to assist the City in completing the process.

CenturyLink has entered the Twin Cities market and the market has responded favorably. Whether it is the product or just the notion of competition within the cable industry, CenturyLink has negotiated with 60+ cities to enter their municipal markets and franchised with them. To

that end, the negotiation process will not be difficult. There many contracts to compare to, and the base will be the existing franchise with Comcast.

Staff is confident that it can have a franchise before the City Council by November for approval and potentially a franchise in place and CenturyLink available to the City's residents before Christmas. The timing is particularly good for this process as CenturyLink is in the process of planning its build-out schedule for 2016 at this time and if the City were to grant a franchise in the near future it may be in a position to be part of that schedule.

This request is just to initiate the application process. An opportunity for a public hearing and public comment will be part of any consideration of the actual 'grant' of a franchise to CenturyLink.

Recommendation

Staff asks that the Council consider approval to proceed with the opportunity to enfranchise CenturyLink in the City through the statutory application process.

Attachments:

1. Prism Literature



 CenturyLink® prism™

What is Prism™ TV?

CenturyLink® Prism™ TV runs off an Internet Protocol (IP) network that serves as a video backbone for higher-quality picture, interactive features and other IP-based applications.

So how does it work? Video content travels CenturyLink's managed 2-way IP network and arrives at the customer's home usually via a fiber/copper network or, in some cases, fiber-to-the-home technology. Providing a more interactive TV experience. Prism™ TV always has the newest technology and features because the system updates automatically.

Experience Prism through the Prism Test Drive:

<http://www.centurylink.com/prismtv/#prism-tv-virtual-test-drive.html>



This is Prism™ TV. There is no comparison.



Wireless Set-Top Box

- + Put your TV virtually anywhere
- + No longer tied to a cable outlet
- + Cable can't give you this



Whole Home DVR

- + Watch and record multiple shows at once with a single DVR
- + Start a show in one room – pause it – pick it up in another
- + Pause live TV from any room



Prism on the Go

- + Watch TV anywhere and on any device
- + Set the DVR remotely
- + Access Video On Demand and To-Go Channels



HD Leader

- + Leader in HD channels
- + More HD channels than cable or satellite
- + Over 210 and growing



App Center

- + Access apps from your TV
- + Check local weather, gas prices and more
- + Play games, read horoscope, get recipes



Find-It-Fast Navigation®

- + Find exactly what you want
- + Find shows by actor, title and director

This is Prism™ TV. There is no comparison.



Warp-Speed Channel Change

+ Fly through channels with virtually no lag time



Last 5

+ Flip to the last 5 channels in one click



Multi-View

+ Watch four different shows at the same time



Advanced Parental Controls

+ Control what the kids watch by locking programs by ratings



Sports Channels

+ More sports channels in the basic package without having to upgrade



Hispanic Channels

+ Hispanic channels are included with every package



30 DAY SATISFACTION GUARANTEE

+ 30 days to try Prism™ TV risk free



FREE PROFESSIONAL INSTALLATION

Professional Installation

+ To ensure Prism™ TV is installed correctly, we set it up



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

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

Date: August 24, 2015

	<u>Name - First & Last</u> <i>(please print clearly)</i>	<u>Address</u>	<u>Agenda Item</u>
1.	SUZANNE MADISON	2086 BURR ST MAPLEWOOD	VISITOR PRESENTATIONS
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

MEMORANDUM

TO: City Council
FROM: Melinda Coleman, City Manager
DATE: August 24, 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. September 14th
 - a. Workshop – 2016 Budget Discussion, Management of Stray and Wild Cats
 - b. City Council Meeting – City Attorney Quarterly Reports, Green Step City Award
2. September 28th
 - a. City Council Meeting – Set 2016 Preliminary Levy Increase
3. October 12th
 - a. Workshop – Kid City Program, Preview Election Equipment

Budget Impact

None.

Recommendation

No action required.

Attachments

None.