

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, December 14, 2015  
City Hall, Council Chambers  
Meeting No. 23-15

**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. Sign in with the City Clerk before addressing the council. At the podium please state your name and address clearly for the record. All comments/questions shall be posed to the Mayor and Council. The Mayor will then direct staff, as appropriate, to answer questions or respond to comments.”***

**D. APPROVAL OF AGENDA**

**E. APPROVAL OF MINUTES**

1. Approval of November 23, 2015 City Council Workshop Minutes
2. Approval of November 23, 2015 City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

None

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

1. Approval of Claims
2. Approval of Resolution Adopting Ambulance Rates for 2016
3. Approval of 2015 Budget Adjustments and Transfers
4. Approval of 2016 Residential Trash Hauling Rate Price Adjustments
5. Approval of Resolution Entering Into a Master Partnership Contract Between the Minnesota Department of Transportation and the City of Maplewood
6. Approval of Fuel Contracts for 2016
7. Approval of a Resolution Accepting Donation of Laptops to Maplewood Police Department
8. Approval to Purchase Additional Security System Components
9. Approval to Purchase Council Chambers Audio/Visual Equipment
10. Approval to Replace Communication Cabling at City Hall
11. Approve Changing December 28, 2015 City Council Meeting Date
12. Approval of Agreement with the YMCA to Partner for a Promise Fellow to Serve At-Risk Maplewood Youth

13. Approval of Resolution Accepting a \$1,000 Donation from the Ramsey County Sheriff's Foundation to the Maplewood Police Department and Reserve Unit Traffic Control Assistance During the October Fright Farm Events

**H. PUBLIC HEARINGS**

1. Public Hearing on 2016 Tax Levy and Budget
  - a. Approval of Resolution Certifying Taxes Payable in 2016
  - b. Approval of Resolution Adopting a Budget for 2016
2. Meeting of Economic Development Authority (EDA) - The City Council Serves as the EDA

**I. UNFINISHED BUSINESS**

None

**J. NEW BUSINESS**

1. Consider Amendments to the Tree Ordinance and Environmental Chapters – First Reading
  - a. Approval of Ordinance Regulating Trees in the City of Maplewood
  - b. Approval of Tree Standards
  - c. Approval of Ordinance Reconfiguring the City's Environmental Chapters

**K. AWARD OF BIDS**

None

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

**M. ADMINISTRATIVE PRESENTATIONS**

1. Council Calendar Update
2. Community Racial Equity Initiative (No Report)

**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 THE CITY COUNCIL, BOARDS, COMMISSIONS AND OUR COMMUNITY**

Following are rules of civility the City of Maplewood expects of everyone appearing at Council Meetings - elected officials, staff and citizens. It is hoped that by following these simple rules, everyone's opinions can be heard and understood in a reasonable manner. We appreciate the fact that when appearing at Council meetings, it is understood that everyone will follow these principles:

Speak only for yourself, not for other council members or citizens - unless specifically tasked by your colleagues to speak for the group or for citizens in the form of a petition.

Show respect during comments and/or discussions, listen actively and do not interrupt or talk amongst each other.

Be respectful of the process, keeping order and decorum. Do not be critical of council members, staff or others in public.

Be respectful of each other's time keeping remarks brief, to the point and non-repetitive.

**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
**MANAGER WORKSHOP**  
 5:30 P.M. Monday, November 23, 2015  
 Council Chambers, City Hall

**A. CALL TO ORDER**

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:33 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 Cardinal moved to approve the agenda as submitted.

Seconded by Councilmember Koppen                      Ayes – All

The motion passed.

**D. UNFINISHED BUSINESS**

None

**E. NEW BUSINESS**

1. **2016 Proposed Budget Presentations**
  - a. **Finance Department**
  - b. **Executive/Legislative Department**
  - c. **2016 Budget Summary**

City Manager introduced the report, Finance Director Bauman gave the Finance Department proposed budget presentation and answered questions of the council. Assistant City Manager/Human Resource Director Funk gave the Executive/Legislative Department proposed budget presentation and answered questions of the council. City Manager Coleman and Finance Director Bauman gave the 2016 Budget Summary and answered questions of the council.

**F. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 6:49p.m.



Councilmember Juenemann moved to approve the November 9, 2015 City Council Workshop Minutes as amended/submitted.

Seconded by Councilmember Koppen

Ayes – Mayor Slawik, Council Members Cardinal, Juenemann and Koppen  
Abstain – Councilmember Abrams

The motion passed.

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

Councilmember Juenemann noted the motion for E2 should read City Council Meeting Minutes as amended.

Councilmember Juenemann moved to approve the November 9, 2015 City Council Meeting Minutes as amended.

Seconded by Councilmember Koppen

Ayes – Mayor Slawik, Council Members Cardinal, Juenemann and Koppen  
Abstain – Councilmember Abrams

The motion passed.

**F. APPOINTMENTS AND PRESENTATIONS**

**1. Retirement Plaque Presentation for Retirees Walter R. Fasulo and Nick J. Miller**

Fire Chief Lukin read and then presented the retirement plaques to retirees Fasulo and Miller.

**G. CONSENT AGENDA**

Councilmember Juenemann moved to approve consent agenda items G1-G10.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**1. Approval of Claims**

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE

\$ 1,035,074.66 Checks # 96055 thru # 96240 (Includes Election Judge Checks) dated 11/10/15





The motion passed.

**6. Approval of Stop Sign Adjustments at Fenton Avenue/Phalen Place and Fenton Avenue/Walter Street Intersections**

Councilmember Juenemann moved to approve to remove the north/south stop signs on Phalen Place at the intersection with Fenton Avenue and to install a new stop sign for the west bound traffic on Fenton Avenue at the intersection with Walter Street.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

**7. Approval of Resolution Accepting Insurance Labor-Management Committee’s (LMC) Recommendation for Employee Insurance Benefits for 2016**

Councilmember Juenemann moved to approve the Insurance Labor-Management Committee’s recommendations to be effective January 1, 2016.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

**8. Approval of Resolution Adopting Ambulance Rates for 2016**

Councilmember Juenemann moved to approve Resolution Adopting Ambulance Rates for 2016.

Resolution 15-11-1278  
Adoption of the 2016 Ambulance Rates

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

WHEREAS, city staff has reviewed the ambulance rates.

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

1. The updated ambulance rates with a 3% increase and an added 15% surcharge on non-resident runs shall become effective beginning January 1, 2016, with rates set as follows:

|                         | Residents  | Non-Residents |
|-------------------------|------------|---------------|
| Non-transport           | \$676.00   | \$777.00      |
| Basic life support      | \$1,785.00 | \$2,053.00    |
| Advanced life support 1 | \$2,346.00 | \$2,698.00    |
| Advanced life support 2 | \$2,588.00 | \$2,976.00    |
| Charge per mile         | \$23.20    | \$23.20       |



**b. Consider Approval of Resolution Ordering Improvement after Public Hearing (4 votes)**

Assistant City Engineer Love gave the staff report and answered questions of the council.

Mayor Slawik opened the public hearing. The following people spoke:

1. Daniel Brinkman, 2117 Southwind Drive
2. Tim Kinley, 1987 Mesabi Avenue
3. Mark Bradley, 2164 Woodlynn Avenue
4. Bob Zick, Inside Insight News Hour
5. India D'Arcio, 1854 Beebe Road
6. Elizabeth Donley, 1854 Beebe Road

Mayor Slawik closed the public hearing.

Councilmember Juenemann moved to approve the Resolution Ordering the Improvement for the Beebe Road Street Improvements, City Project 13-10.

Resolution  
Ordering Improvement

WHEREAS, a resolution of the City Council adopted the 9th day of November 2015, fixed a date for a council hearing on the proposed street improvements for the Beebe Road Street Improvements, City Project 13-10.

AND WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was duly held on November 23, 2015, and the council has heard all persons desiring to be heard on the matter and has fully considered the same;

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

1. That it is necessary, cost-effective and feasible, as detailed in the feasibility report, that the City of Maplewood make improvements to the Beebe Road Street Improvements, City Project 13-10.
2. Such improvement is hereby ordered as proposed in the council resolution adopted the 23rd day of November, 2015.
3. The City Engineer, or his designee, is the designated engineer for this improvement and is hereby directed to prepare final plans and specifications as previously directed by the City Council at the November 9, 2015 council meeting.
3. The finance director was authorized to make the financial transfers necessary to implement the financing plan for the project by the City Council at the November 9, 2015 council meeting. A project budget of \$1,522,296 was established. The approved financing plan is as follows and shall be implemented:



1. That it is necessary, cost-effective and feasible, as detailed in the feasibility report, that the City of Maplewood make improvements to the Lakewood-Sterling Area Street Improvements, City Project 15-11.

2. Such improvement is hereby ordered as proposed in the council resolution adopted the 23rd day of November, 2015.

3. The City Engineer, or his designee, is the designated engineer for this improvement and is hereby directed to prepare final plans and specifications as previously directed by the City Council at the November 9, 2015 council meeting.

4. The finance director was authorized to make the financial transfers necessary to implement the financing plan for the project by the City Council at the November 9, 2015 council meeting. A project budget of \$1,890,364 was established. The approved financing plan is as follows and shall be implemented:

| <b>ESTIMATED PROJECT COST RECOVERY</b> |                     |                           |
|--|---------------------|---------------------------|
| <b>AREA #1</b>                         |                     |                           |
| <b>(LAKEWOOD AREA)</b>                 |                     |                           |
| <b>FUNDING SOURCE</b>                  | <b>TOTAL AMOUNT</b> | <b>% OF TOTAL PROJECT</b> |
| GAS FRANCHISE FEE FUND                 | \$520,000           | 46%                       |
| SPECIAL BENEFIT ASSESSMENT             | \$529,575           | 47%                       |
| ENVIRONMENTAL UTILITY FUND             | \$26,189            | 2%                        |
| SANITARY SEWER FUND                    | \$47,535            | 4%                        |
| ST PAUL W.A.C. FUND                    | \$14,117            | 1%                        |
| <b>AREA #1 FUNDING</b>                 | <b>\$1,137,417</b>  | <b>100%</b>               |
| <b>AREA #2</b>                         |                     |                           |
| <b>(STERLING AREA)</b>                 |                     |                           |
| <b>FUNDING SOURCE</b>                  | <b>TOTAL AMOUNT</b> | <b>% OF TOTAL PROJECT</b> |
| G.O. IMPROVEMENT BONDS                 | \$368,760           | 49%                       |
| SPECIAL BENEFIT ASSESSMENT             | \$312,475           | 42%                       |
| ST. PAUL WATER                         | \$4,757             | 1%                        |
| ST. PAUL W.A.C. FUND                   | \$4,757             | 1%                        |
| ENVIRONMENTAL UTILITY FUND             | \$43,648            | 6%                        |
| SANITARY SEWER FUND                    | \$18,550            | 2%                        |
| <b>AREA #2 FUNDING</b>                 | <b>\$752,947</b>    | <b>100%</b>               |
| <b>TOAL PROJECT FUNDING</b>            | <b>\$1,890,364</b>  |                           |

Approved this 23rd day of November 2015.

Seconded by Councilmember

Ayes – All

The motion passed.

**3. Public Hearing Regarding Cable Television Franchise for Qwest Broadband Services d/b/a CenturyLink to Provide Cable Communications Services**

Civil Attorney Kantrud gave the staff report and answered questions of the council. Mayor Slawik opened the public hearing. The following people spoke:

1. Bob Zick, Inside Insight News Hour
2. Tim Kinley, 1987 Mesabi Avenue
3. Mark Bradley, 2164 Woodlynn Avenue

Mayor Slawik closed the public hearing.

Patrick Hagerty with Century Link addressed the council to give additional information and answer questions.

## I. UNFINISHED BUSINESS

### 1. Consider Approval of City Prosecutor Contract with Kelly and Lemmons

City Manager Coleman gave the staff report and answered questions of the council. Joseph Kelly, Kevin Beck, and Martin Norder with Kelly and Lemmons addressed the council to answer questions of the council.

Councilmember Cardinal moved to approve the Agreement for Legal Services between the City of Maplewood and Kelly & Lemmons, P.A for City Prosecution Services.

Seconded by Councilmember Koppen

Ayes – Mayor Slawik, Council  
Members Cardinal,  
Juenemann and Koppen  
Nays – Councilmember Abrams

The motion passed.

### 2. Consider Approval of Resolution with the BCA on Behalf of City Attorney-Prosecution

Police Chief Schnell gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve to enter into a Joint Powers Agreement with the Bureau of Criminal Apprehension on behalf of the City Attorney – Prosecution Services.

Resolution 15-11-1283

Resolution Approving State of Minnesota Joint Powers Agreements with the  
City of Maplewood on Behalf of its City Attorney

WHEREAS, the City of Maplewood on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreement further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Maplewood on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made part of it.

2. That the Maplewood City Prosecutor, Joseph A. Kelly (of Kelly and Lemmons, P.A.), or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to-the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Kevin M. Beck is appointed as the Authorized Representative's designee.

3. That Nora Slawik, the Mayor for the City of Maplewood and Melinda Coleman, the City Manager, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 23rd day November, 2015.

Seconded by Councilmember Koppen

Ayes – Mayor Slawik, Council  
Members Cardinal,  
Juenemann and Koppen  
Nays – Councilmember Abrams

The motion passed.

The council recessed for 5 minutes.

## J. NEW BUSINESS

### 1. Consider Approval of Resolution for 2016 Annual Liquor License Renewals for Club, Off-Sale, On-Sale, and Wine

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

Councilmember Juenemann moved to approve the Resolution for 2016 Annual Liquor License Renewals for Club, Off-Sale, On-Sale, and Wine.

Resolution 15-11-1282

2016 Annual Liquor License Renewals for Club, Off-Sale, On-Sale and Wine

RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA, that the following On-Sale, Off-Sale, Club and Wine Liquor licenses, having been previously duly issued by this Council, are hereby approved for renewal for one year, effective January 1, 2016, with approvals granted herein subject to satisfactory results of required Police, Fire, health inspections, and required documentation submitted:

#### **Off-Sale 3.2 Beer Licenses**

Cub Foods #30244  
100 County Road B West

Cub Foods #31264  
2390 White Bear Avenue

Maplewood Kwik Mart  
2150 McMenemy Street N

SuperAmerica #4022  
1750 White Bear Avenue

Rainbow Foods #7300  
2501 White Bear Avenue

SuperAmerica #4089  
11 Century Avenue South

**Off-Sale Intoxicating Liquor Licenses**

61 Liquors  
700 Maplewood Dr North

Maplewood Wine Cellar  
1281 Frost Avenue

A-1 Liquor  
19 Century Avenue North

Merwin Liquors  
1700-D Rice Street

Big Discount Liquor  
2515 White Bear Avenue

MGM Liquor Warehouse  
2950 White Bear Avenue

Costco Wholesale #1021  
1431 Beam Avenue East

Party Time Liquor  
1835 East Larpenteur Avenue

Cub Discount Liquor  
100 West County Road B

Princess Liquor 'n Tobacco  
2728 Stillwater Road

Heritage Liquor LLC  
1347 Frost Avenue

Sarrack's Int'l. Wine & Spirits  
2305 Stillwater Road

Maddie's Liquor  
1690 McKnight Road North

White Bear Liquor & Wine  
2223 White Bear Avenue

**On-Sale 3.2 Beer Licenses**

Chipotle Mexican Grill #1438  
3095 White Bear Ave North

**On-Sale Club License**

Maplewood Moose Lodge #963  
1946 English Street

**On-Sale Intoxicating Liquor Licenses**

5-8 Tavern & Grill  
2289 Minnehaha Avenue

Chili's Grill & Bar #224  
1800 Beam Avenue

Acapulco Mexican Restaurant  
3069 White Bear Avenue

Chipotle Mexican Grill #224  
2303 White Bear Avenue

Aramark  
2350 Minnehaha Avenue East

Tiki Hut  
1820 Rice Street North

Bleachers Bar & Grill  
2220 White Bear Avenue

Goodrich Golf Course  
1820 North Van Dyke

Buffalo Wild Wings #118  
3085 White Bear Avenue

Guldens Roadhouse  
2999 North Highway 61

Jake's City Grille  
1745 Beam Avenue East

Outback Steakhouse #2412  
1770 Beam Avenue

Jammin' Wings  
1900 County Road D East

Red Lobster #0283  
2925 White Bear Avenue

Lancer Catering at Keller Golf Course  
2166 Maplewood Drive North

Stargate Dance Club  
1700 Rice Street, Suite J

McCarron's Pub and Grill  
1986 Rice Street N

T.G.I. Friday's #0472  
3087 White Bear Avenue

Myth  
3090 Southlawn Drive North

The Dog House Bar & Grill  
2029 Woodlynn Avenue East

Olive Garden #1200  
1749 Beam Avenue

The Ponds at Battle Creek  
601 Century Avenue South

Osaka Sushi & Hibachi  
1900 County Road D E

#### **On-Sale Wine/Strong Beer Licenses**

Bambu Asian Cuisine  
1715-A Beam Avenue

Taste of India  
1745 Co

Noodles & Company  
2865 White Bear Avenue

Seconded by Councilmember Cardinal

Ayes – All

The motion passed.

### **2. Consider Approval of User Service Charges for Fire and EMS Services**

Finance Director Bauman and Fire Chief Lukin gave the staff report and answered questions of the council.

Mayor Slawik moved to approve the User Service Charges for Fire and EMS Services, all of the items except the \$200 for an EMS Non-Transport and \$50 for an EMS Life Assist; further study will be conducted on these two items and compare with other cities and brought back to the council for further discussion during the first quarter of 2016. The charges would be effective January 1, 2016.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

### **3. Consideration of Amendments to the Tree Ordinance and Environmental Chapters – First Reading**

- a. **Approval of Ordinance Regulating Trees in the City of Maplewood**
- b. **Approval of Tree Standards**
- c. **Approval of Ordinance Reconfiguring the City's Environmental Chapters**

This item was pulled from the agenda.

The council took a 5 minute recess.

**4. City Manager Performance Evaluation**  
**a. Intent to Close Meeting (§13D.05 subd. 3a)**

City Attorney Kantrud stated the meeting is allowed to be closed per MN State Statute 13D.05 subd. 3a.

Mayor Slawik stated that the council will close the meeting for the purposed of discussing the performance evaluation of City Manager Melinda Coleman. Mayor Slawik closed the meeting at 9:33 p.m.

Mayor Slawik reopened the council meeting at 9:57 p.m.

Mayor Slawik gave a summary of the closed session.

**K. AWARD OF BIDS**

None

**L. VISITOR PRESENTATION**

1. Mark Bradley, 2164 Woodlynn Avenue
2. Tim Kinley, 1987 Mesabi Avenue
3. Bob Zick, Inside Insight News Hour
4. John Wykoff, 2345 Maryland Avenue
5. Peter Fischer, 2443 Standridge

**M. ADMINISTRATIVE PRESENTATIONS**

**1. Council Calendar Update**

City Manager Coleman gave the update to the council calendar.

**N. COUNCIL PRESENTATIONS**

**1. Ramsey Washington Metro Watershed District Awards**

Councilmember Juenemann reported Ramsey-Washington County Watershed District Annual Awards Presentation Banquet she attended on Thursday, November 12, 2015.

**2. League of Women Voters Police Panel**

Councilmember Juenemann reported that the League of Women Voters hosted a panel that consisted of area Police Chiefs who discussed local service delivery and officer training for mental health and domestic violence crises and avoiding racial profiling.

### **3. Remembrance of Audrey Duellman**

Councilmember Juenemann requested the council take a couple of moments to remember Audrey Duellman a long time volunteer with the City of Maplewood who recently passed away.

### **4. Cable Survey**

Councilmember Cardinal reported on a cable survey that was conducted by a consultant that was preparing the cable commission to negotiate with Comcast.

### **5. Ramsey County League of Local Government**

Councilmember Cardinal reported that the Ramsey County League of Local Government will be holding their annual meeting on Thursday, December 3, 2015 starting at 5:30 p.m. at the Keller Clubhouse with a special presentation on How Orientism within the Media Enables Endless War by Mnar Muhawesh, Editor, Mint Press News.

### **6. Hart Safe Video**

Councilmember Abrams reported on a public announcement video she participated in with Fire Chief Lukin and Assistant Fire Chief Mondor on AED's to work toward making Maplewood a Heart Safe City. Fire Chief Lukin provided additional information on the backpacks that are available for individuals to check out to take home to train their entire family on how to do CPR and use an AED.

### **7. Rush Line Corridor Meeting**

Mayor Slawik reported that the Rush Line and Gateway Corridor Meetings are public meeting and the schedules are posted online; she then reported on the last Rush Line Corridor Meeting she attended.

## **O. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 10:41 p.m.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** December 9, 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:

|                        |  |
|------------------------|--|
| \$ 437,313.51          | Checks #96287 thru #96324<br>dated 11/19/15 thru 11/24/15                    |
| \$ 286,462.39          | Disbursements via debits to checking account<br>dated 11/16/15 thru 11/20/15 |
| \$ 112,131.21          | Checks # 96325 thru # 96361<br>dated 11/23/15 thru 12/01/15                  |
| \$ 421,375.10          | Disbursements via debits to checking account<br>dated 11/23/15 thru 11/27/15 |
| \$ 124,201.72          | Checks #96363 thru # 96411<br>dated 12/02/15 thru 12/08/15                   |
| \$ 259,664.24          | Disbursements via debits to checking account<br>dated 11/30/15 thru 12/04/15 |
| <u>\$ 1,641,148.17</u> | Total Accounts Payable   |

PAYROLL

|                        |  |
|------------------------|--|
| \$ 530,931.33          | Payroll Checks and Direct Deposits dated 11/20/15                    |
| \$ 1,495.33            | Payroll Deduction check # 99101925 thru # 99101927<br>dated 11/20/15 |
| \$ 532,995.76          | Payroll Checks and Direct Deposits dated 12/04/15                    |
| \$ 1,151.53            | Payroll Deduction check # 99101947 thru # 99101948<br>dated 12/04/15 |
| <u>\$ 1,066,573.95</u> | Total Payroll  |

\$ 2,707,722.12 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**

11/19/2015

| Check | Date       | Vendor | Description                    | Amount                              |            |
|-------|------------|--------|--------------------------------|-------------------------------------|------------|
| 96287 | 11/19/2015 | 01920  | THE LITTLE OVEN                | FOOD FOR TRAINING LUNCHEON          | 224.43     |
| 96288 | 11/24/2015 | 00283  | CENTURY COLLEGE                | COMMUNITY PARAMEDIC TRAINING        | 2,515.94   |
| 96289 | 11/24/2015 | 00585  | GOPHER STATE ONE-CALL          | NET BILLABLE TICKETS - OCTOBER      | 942.50     |
| 96290 | 11/24/2015 | 04206  | H A KANTRUD                    | ATTORNEY SERVICES - DECEMBER        | 8,000.00   |
| 96291 | 11/24/2015 | 00687  | HUGO'S TREE CARE INC           | TREE REMOVAL - ROLLING HILLS EASE   | 2,200.00   |
|       | 11/24/2015 | 00687  | HUGO'S TREE CARE INC           | TREE/STUMP REMOVAL 2165 KENWOOD     | 1,305.00   |
|       | 11/24/2015 | 00687  | HUGO'S TREE CARE INC           | TREE/STUMP REMOVAL 1180 FERNDALE    | 1,131.00   |
|       | 11/24/2015 | 00687  | HUGO'S TREE CARE INC           | TREE/STUMP REMOVAL 1225 SKILLMAN    | 1,044.00   |
|       | 11/24/2015 | 00687  | HUGO'S TREE CARE INC           | TREE/STUMP REMOVAL 2365 MAPLE LN    | 517.00     |
|       | 11/24/2015 | 00687  | HUGO'S TREE CARE INC           | TREE TRIMMING 1216 SHRYER           | 350.00     |
|       | 11/24/2015 | 00687  | HUGO'S TREE CARE INC           | TREE TRIMMING 1091 FERNDALE         | 250.00     |
| 96292 | 11/24/2015 | 00393  | MN DEPT OF LABOR & INDUSTRY    | MONTHLY SURTAX - OCT 23655123035    | 1,421.31   |
| 96293 | 11/24/2015 | 00985  | METROPOLITAN COUNCIL           | WASTEWATER - DECEMBER               | 245,317.42 |
| 96294 | 11/24/2015 | 05513  | MARIA MULVIHILL                | REIMB FOR TUITION 9/7 - 10/23       | 1,615.00   |
| 96295 | 11/24/2015 | 01202  | NYSTROM PUBLISHING CO INC      | RECREATION BROCHURE - WINTER        | 1,496.41   |
| 96296 | 11/24/2015 | 01337  | RAMSEY COUNTY-PROP REC & REV   | 911 DISPATCH SERVICES - OCTOBER     | 30,453.91  |
|       | 11/24/2015 | 01337  | RAMSEY COUNTY-PROP REC & REV   | CAD SERVICES - OCTOBER              | 5,824.07   |
|       | 11/24/2015 | 01337  | RAMSEY COUNTY-PROP REC & REV   | FLEET SUPPORT FEES - OCTOBER        | 458.64     |
|       | 11/24/2015 | 01337  | RAMSEY COUNTY-PROP REC & REV   | FLEET SUPPORT FEES - OCTOBER        | 427.44     |
| 96297 | 11/24/2015 | 01337  | RAMSEY COUNTY-PROP REC & REV   | MULCH FOR PARKS & RAIN GARDENS      | 780.00     |
| 96298 | 11/24/2015 | 04133  | JEFF SEDLACEK                  | REIMB FOR TUITION 5/4 - 6/27        | 2,176.00   |
| 96299 | 11/24/2015 | 05488  | SUN LIFE FINANCIAL             | PREMIUM - LIFE,LTD,STD - NOVEMBER   | 7,646.83   |
| 96300 | 11/24/2015 | 01190  | XCEL ENERGY                    | ELECTRIC & GAS UTILITY              | 2,342.08   |
|       | 11/24/2015 | 01190  | XCEL ENERGY                    | ELECTRIC & GAS UTILITY              | 1,779.12   |
|       | 11/24/2015 | 01190  | XCEL ENERGY                    | ELECTRIC & GAS UTILITY              | 240.99     |
|       | 11/24/2015 | 01190  | XCEL ENERGY                    | FIRE SIRENS                         | 50.19      |
| 96301 | 11/24/2015 | 05026  | ADVANTAGE SPORTS LLC           | 2015 - SUMMER SESSION III - AUGUST  | 577.50     |
| 96302 | 11/24/2015 | 05593  | BALD EAGLE BUILDERS INC        | TREE ESCROW REL 1171 LELAND RD E    | 300.00     |
| 96303 | 11/24/2015 | 00307  | COLLINS ELECTRICAL CONST. CO.  | REFUND PERMIT 2873 MAPLEWOOD DR N   | 36.00      |
| 96304 | 11/24/2015 | 00309  | COMMISSIONER OF TRANSPORTATION | PROJ 14-02 MATERIALS TESTS & INSP   | 1,162.25   |
| 96305 | 11/24/2015 | 00382  | DAVIS LOCK & SAFE              | REPAIR LOCK GETHSEMANE W-HOUSE      | 142.50     |
| 96306 | 11/24/2015 | 00003  | ESCROW REFUND                  | ESCROW REL CLASSY 1766 HOWARD ST    | 4,032.96   |
| 96307 | 11/24/2015 | 00003  | ESCROW REFUND                  | ESCROW REL BUCK PRO 1481 STERLING   | 2,006.11   |
| 96308 | 11/24/2015 | 04461  | HAGSTROM BUILDER INC.          | REFUND 80% PROJ 1766 HWY 36         | 332.53     |
| 96309 | 11/24/2015 | 02506  | HUNT ELECTRIC CORP             | INSPECTION OF CRANES-MECHANICS      | 384.00     |
| 96310 | 11/24/2015 | 00532  | MADDEN GALANTER HANSEN, LLP    | HR ATTORNEY FEE LABOR REL-OCT       | 533.00     |
| 96311 | 11/24/2015 | 01175  | CITY OF NORTH ST PAUL          | MONTHLY UTILITIES - OCTOBER         | 3,305.97   |
|       | 11/24/2015 | 01175  | CITY OF NORTH ST PAUL          | FIBER OPTIC ACCESS CHG - NOVEMBER   | 1,000.00   |
| 96312 | 11/24/2015 | 00001  | ONE TIME VENDOR                | R LARSON BLDG 974 MCCLELLAND ST S   | 117.00     |
| 96313 | 11/24/2015 | 00001  | ONE TIME VENDOR                | REIMB A STEDT MID DAY FEE MCC       | 101.77     |
| 96314 | 11/24/2015 | 01359  | REGAL AUTO WASH BILLING        | VEHICLE WASHES - OCTOBER            | 89.68      |
| 96315 | 11/24/2015 | 03446  | RICK JOHNSON DEER & BEAVER INC | DEER PICK UP - OCTOBER              | 230.00     |
| 96316 | 11/24/2015 | 02001  | CITY OF ROSEVILLE              | PHONE SERVICE - NOVEMBER            | 2,757.70   |
| 96317 | 11/24/2015 | 04578  | S & S TREE SPECIALISTS, INC    | TREE INSPECTION SERVICES            | 330.00     |
| 96318 | 11/24/2015 | 02653  | SIMPLEX GRINNELL LP            | FIRE ALARM GOLD PANEL AGREEMENT     | 6,948.79   |
| 96319 | 11/24/2015 | 05595  | ST PAUL PRINTING               | BUSINESS CARD PRINTING              | 28.81      |
| 96320 | 11/24/2015 | 01836  | ST PAUL, CITY OF               | PROJ 14-02 CO RD B TRAIL - HYDRANTS | 13,759.35  |
|       | 11/24/2015 | 01836  | ST PAUL, CITY OF               | PRINTING FEES FOR MARKETING         | 522.87     |
|       | 11/24/2015 | 01836  | ST PAUL, CITY OF               | PRINTING FEES FOR MARKETING         | 70.00      |
|       | 11/24/2015 | 01836  | ST PAUL, CITY OF               | PRINTING FEES FOR MARKETING         | 46.06      |
|       | 11/24/2015 | 01836  | ST PAUL, CITY OF               | PRINTING FEES FOR MARKETING         | 44.00      |
|       | 11/24/2015 | 01836  | ST PAUL, CITY OF               | PRINTING FEES FOR MARKETING         | 36.00      |
| 96321 | 11/24/2015 | 05342  | TERRA GENERAL CONTRACTORS      | PROJ 09-09 EAST METRO PSTC PMT#1    | 58,900.00  |
| 96322 | 11/24/2015 | 05528  | TOSHIBA FINANCIAL SERVICES (2) | CONTRACT 7950665-003                | 440.28     |
|       | 11/24/2015 | 05528  | TOSHIBA FINANCIAL SERVICES (2) | CONTRACT 7950665-002                | 278.29     |
|       | 11/24/2015 | 05528  | TOSHIBA FINANCIAL SERVICES (2) | CONTRACT 7950665-004                | 269.25     |
|       | 11/24/2015 | 05528  | TOSHIBA FINANCIAL SERVICES (2) | CONTRACT 7950665-001                | 236.45     |
| 96323 | 11/24/2015 | 04104  | TRANE U.S. INC.                | HVAC UPGRADES-VAVS CITY HALL        | 16,604.94  |
| 96324 | 11/24/2015 | 05541  | WENCK ASSOCIATES, INC.         | HWY 61 & CO RD B STATION MPCA WORK  | 1,180.17   |

38 Checks in this report.

437,313.51

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

| Settlement  |                              |                                  |               |
|-------------|------------------------------|----------------------------------|---------------|
| <u>Date</u> | <u>Payee</u>                 | <u>Description</u>               | <u>Amount</u> |
| 11/16/2015  | MN State Treasurer           | Drivers License/Deputy Registrar | 45,408.85     |
| 11/16/2015  | MN Dept of Natural Resources | DNR electronic licenses          | 684.50        |
| 11/16/2015  | US Bank Merchant Services    | Credit Card Billing fee          | 95.00         |
| 11/17/2015  | MN State Treasurer           | Drivers License/Deputy Registrar | 56,300.46     |
| 11/18/2015  | MN State Treasurer           | Drivers License/Deputy Registrar | 14,761.69     |
| 11/18/2015  | Delta Dental                 | Dental Premium                   | 2,132.92      |
| 11/19/2015  | MN State Treasurer           | Drivers License/Deputy Registrar | 30,425.97     |
| 11/19/2015  | MN Dept of Revenue           | Sales Tax                        | 5,785.00      |
| 11/20/2015  | MN State Treasurer           | Drivers License/Deputy Registrar | 90,292.12     |
| 11/20/2015  | MN Dept of Natural Resources | DNR electronic licenses          | 142.50        |
| 11/20/2015  | US Bank VISA One Card*       | Purchasing card items            | 32,385.54     |
| 11/20/2015  | MN Dept of Revenue           | Fuel Tax                         | 390.17        |
| 11/20/2015  | Optum Health                 | DCRP & Flex plan payments        | 3,772.67      |
| 11/20/2015  | ICMA (Vantagepointe)         | Deferred Compensation            | 3,885.00      |
|             |                              |                                  | 286,462.39    |

\*Detailed listing of VISA purchases is attached.

| Transaction<br>Date | Posting Date | Merchant Name             | Transaction<br>Amount | Name              |
|---------------------|--------------|---------------------------|-----------------------|-------------------|
| 11/02/2015          | 11/03/2015   | UNIFORMS UNLIMITED INC.   | \$296.96              | LONN BAKKE        |
| 11/02/2015          | 11/04/2015   | OFFICE DEPOT #1090        | \$60.64               | REGAN BEGGS       |
| 11/03/2015          | 11/05/2015   | OFFICE DEPOT #1090        | (\$6.78)              | REGAN BEGGS       |
| 11/04/2015          | 11/06/2015   | ST PAUL STAMP WORKS INC   | \$24.40               | REGAN BEGGS       |
| 11/09/2015          | 11/11/2015   | OFFICE DEPOT #1090        | \$44.26               | REGAN BEGGS       |
| 11/10/2015          | 11/12/2015   | PAKOR, INC.               | \$446.40              | REGAN BEGGS       |
| 11/07/2015          | 11/09/2015   | GANDER MOUNTAIN           | \$21.41               | MARKESE BENJAMIN  |
| 11/08/2015          | 11/09/2015   | GANDER MOUNTAIN           | \$21.43               | MARKESE BENJAMIN  |
| 11/04/2015          | 11/05/2015   | BESTBUYCOM761685000678    | \$168.16              | CHAD BERGO        |
| 11/02/2015          | 11/03/2015   | MILLS FLEET FARM 3100     | \$71.89               | BRIAN BIERDEMAN   |
| 11/03/2015          | 11/04/2015   | U OF M PARKING            | \$9.00                | OAKLEY BIESANZ    |
| 11/05/2015          | 11/06/2015   | PETCO 1652 63516520       | \$16.05               | OAKLEY BIESANZ    |
| 11/07/2015          | 11/09/2015   | TANDY LEATHER 158         | \$72.48               | OAKLEY BIESANZ    |
| 11/02/2015          | 11/03/2015   | TARGET 00011858           | \$28.92               | NEIL BRENEMAN     |
| 11/06/2015          | 11/12/2015   | S&S WORLDWIDE-ONLINE      | \$59.94               | NEIL BRENEMAN     |
| 10/30/2015          | 11/02/2015   | MOGREN LANDSCAPING        | \$29.25               | TROY BRINK        |
| 11/05/2015          | 11/06/2015   | U OF M CONTLEARNING       | \$150.00              | TROY BRINK        |
| 11/12/2015          | 11/13/2015   | FASTENAL COMPANY01        | \$11.62               | TROY BRINK        |
| 11/03/2015          | 11/05/2015   | IMPARK 00200149           | \$10.00               | SARAH BURLINGAME  |
| 11/05/2015          | 11/06/2015   | CUB FOODS #1599           | \$41.83               | SARAH BURLINGAME  |
| 10/30/2015          | 11/02/2015   | THE HOME DEPOT 2801       | \$1.54                | SCOTT CHRISTENSON |
| 11/04/2015          | 11/05/2015   | G&K SERVICES AR           | \$195.26              | SCOTT CHRISTENSON |
| 11/10/2015          | 11/11/2015   | VIKING ELECTRIC-CREDIT DE | \$74.71               | SCOTT CHRISTENSON |
| 11/02/2015          | 11/03/2015   | PEAVEY CORP.              | \$130.95              | KERRY CROTTY      |
| 11/03/2015          | 11/04/2015   | UNIFORMS UNLIMITED INC.   | \$27.97               | KERRY CROTTY      |
| 11/05/2015          | 11/06/2015   | G&K SERVICES AR           | \$27.16               | CHARLES DEAVER    |
| 11/06/2015          | 11/09/2015   | DALCO ENTERPRISES, INC    | \$77.83               | CHARLES DEAVER    |
| 11/04/2015          | 11/05/2015   | U OF M CCE NONCREDIT      | \$65.00               | THOMAS DEBILZAN   |
| 10/30/2015          | 11/02/2015   | ADAMS PEST CONTROL        | \$148.88              | TOM DOUGLASS      |
| 10/30/2015          | 11/02/2015   | COMMERCIAL POOL & SPA SUP | \$57.98               | TOM DOUGLASS      |
| 11/04/2015          | 11/05/2015   | G&K SERVICES AR           | \$364.42              | TOM DOUGLASS      |
| 11/04/2015          | 11/05/2015   | NUCO2 LLC                 | \$148.81              | TOM DOUGLASS      |
| 11/04/2015          | 11/05/2015   | NUCO2 LLC                 | \$174.63              | TOM DOUGLASS      |
| 11/04/2015          | 11/05/2015   | NUCO2 LLC                 | \$142.94              | TOM DOUGLASS      |
| 11/04/2015          | 11/05/2015   | NUCO2 LLC                 | \$190.62              | TOM DOUGLASS      |
| 11/04/2015          | 11/05/2015   | NUCO2 LLC                 | \$239.16              | TOM DOUGLASS      |
| 11/04/2015          | 11/06/2015   | THE HOME DEPOT 2801       | \$24.35               | TOM DOUGLASS      |
| 11/05/2015          | 11/06/2015   | WW GRAINGER               | \$242.96              | TOM DOUGLASS      |
| 11/05/2015          | 11/09/2015   | THE HOME DEPOT 2801       | \$25.96               | TOM DOUGLASS      |
| 11/10/2015          | 11/11/2015   | WERNER ELECTRIC SPLY NPC  | (\$16.55)             | TOM DOUGLASS      |
| 11/11/2015          | 11/12/2015   | ECOLAB CENTER             | \$331.71              | TOM DOUGLASS      |
| 11/11/2015          | 11/12/2015   | COMMERCIAL POOL & SPA SUP | \$365.00              | TOM DOUGLASS      |
| 11/05/2015          | 11/06/2015   | VIKING INDUSTRIAL CENTER  | \$59.00               | DOUG EDGE         |
| 11/03/2015          | 11/04/2015   | DAKTRONICS                | \$321.38              | CHRISTINE EVANS   |
| 11/04/2015          | 11/05/2015   | DAKTRONICS                | (\$21.38)             | CHRISTINE EVANS   |
| 10/30/2015          | 11/02/2015   | THE HOME DEPOT 2801       | \$124.58              | PAUL E EVERSON    |
| 11/03/2015          | 11/04/2015   | BEST BUY MHT 00000109     | \$37.49               | MYCHAL FOWLDS     |
| 11/03/2015          | 11/04/2015   | IDU*INSIGHT PUBLIC SEC    | \$659.84              | MYCHAL FOWLDS     |
| 11/10/2015          | 11/11/2015   | AT&T*BILL PAYMENT         | \$37.10               | MYCHAL FOWLDS     |

|            |            |                           |            |                   |
|------------|------------|---------------------------|------------|-------------------|
| 10/31/2015 | 11/02/2015 | IDU*INSIGHT PUBLIC SEC    | \$179.80   | NICK FRANZEN      |
| 11/12/2015 | 11/13/2015 | IDU*INSIGHT PUBLIC SEC    | \$842.66   | NICK FRANZEN      |
| 11/01/2015 | 11/02/2015 | WEDDINGPAGES INC          | \$335.84   | CHRISTINE GIBSON  |
| 11/04/2015 | 11/05/2015 | FRESH AND NATURAL         | \$23.21    | CHRISTINE GIBSON  |
| 11/05/2015 | 11/09/2015 | GRAND CLEANERS            | \$44.34    | CHRISTINE GIBSON  |
| 11/12/2015 | 11/13/2015 | CUB FOODS #01954          | \$5.12     | JAN GREW HAYMAN   |
| 10/29/2015 | 11/02/2015 | T AND T TOOLS             | \$84.00    | MARK HAAG         |
| 11/10/2015 | 11/11/2015 | HENRIKSEN ACE HARDWARE    | \$11.96    | MARK HAAG         |
| 11/10/2015 | 11/12/2015 | T AND T TOOLS             | \$147.00   | MARK HAAG         |
| 11/03/2015 | 11/04/2015 | HENRIKSEN ACE HARDWARE    | \$4.27     | MILES HAMRE       |
| 11/09/2015 | 11/10/2015 | HENRIKSEN ACE HARDWARE    | \$14.47    | TAMARA HAYS       |
| 11/10/2015 | 11/11/2015 | HENRIKSEN ACE HARDWARE    | \$104.29   | GARY HINNENKAMP   |
| 11/02/2015 | 11/04/2015 | OFFICEMAX/OFFICE DEPOT616 | \$26.37    | DAVID JAHN        |
| 11/09/2015 | 11/11/2015 | THE HOME DEPOT 2801       | \$9.80     | DAVID JAHN        |
| 11/05/2015 | 11/06/2015 | HEJNY RENTAL INC          | \$203.92   | DON JONES         |
| 11/06/2015 | 11/10/2015 | HEJNY RENTAL INC          | (\$12.10)  | DON JONES         |
| 11/02/2015 | 11/03/2015 | CUB FOODS #1599           | \$27.74    | LOIS KNUTSON      |
| 11/04/2015 | 11/06/2015 | FIRST SHRED               | \$94.60    | LOIS KNUTSON      |
| 11/04/2015 | 11/06/2015 | OFFICE DEPOT #1079        | \$50.97    | LOIS KNUTSON      |
| 11/09/2015 | 11/11/2015 | SECRETARY OF STATE        | \$120.00   | LOIS KNUTSON      |
| 11/10/2015 | 11/10/2015 | PANERA BREAD #601305      | \$10.80    | LOIS KNUTSON      |
| 11/10/2015 | 11/10/2015 | PANERA BREAD #601305      | \$87.81    | LOIS KNUTSON      |
| 11/10/2015 | 11/12/2015 | OFFICE DEPOT #1090        | \$230.01   | LOIS KNUTSON      |
| 11/12/2015 | 11/13/2015 | UNIFORMS UNLIMITED INC.   | \$406.89   | BRETT KROLL       |
| 11/02/2015 | 11/03/2015 | COMCAST CABLE COMM        | \$73.82    | DAVID KVAM        |
| 11/05/2015 | 11/06/2015 | THOMSON WEST*TCD          | \$337.49   | DAVID KVAM        |
| 11/06/2015 | 11/09/2015 | STAMART #5                | \$23.63    | DAVID KVAM        |
| 11/06/2015 | 11/09/2015 | U OF M CONTLEARNING       | \$365.00   | STEVE LOVE        |
| 11/06/2015 | 11/09/2015 | U OF M CONTLEARNING       | \$245.00   | STEVE LOVE        |
| 11/02/2015 | 11/03/2015 | COMCAST CABLE COMM        | \$2.25     | STEVE LUKIN       |
| 11/02/2015 | 11/04/2015 | MENARDS OAKDALE MN        | \$9.97     | STEVE LUKIN       |
| 11/04/2015 | 11/04/2015 | AIRGASS NORTH             | \$28.47    | STEVE LUKIN       |
| 11/05/2015 | 11/06/2015 | AIRGASS NORTH             | \$213.48   | STEVE LUKIN       |
| 11/05/2015 | 11/06/2015 | AIRGASS NORTH             | \$127.85   | STEVE LUKIN       |
| 11/09/2015 | 11/11/2015 | OFFICEMAX/OFFICE DEPOT616 | \$41.75    | STEVE LUKIN       |
| 11/13/2015 | 11/13/2015 | COMCAST CABLE COMM        | \$173.72   | STEVE LUKIN       |
| 11/06/2015 | 11/06/2015 | AMAZON.COM                | \$17.99    | JASON MARINO      |
| 11/05/2015 | 11/06/2015 | NDC TRAINING              | \$1,125.00 | MIKE MARTIN       |
| 11/05/2015 | 11/09/2015 | SUNCTRYAIR 3372108969595  | \$666.20   | MIKE MARTIN       |
| 11/03/2015 | 11/05/2015 | OFFICEMAX/OFFICE DEPOT616 | \$51.37    | MICHAEL MONDOR    |
| 11/06/2015 | 11/09/2015 | HEALTH CARE LOGISTICS     | \$353.49   | MICHAEL MONDOR    |
| 11/09/2015 | 11/11/2015 | BOUND TREE MEDICAL LLC    | \$459.97   | MICHAEL MONDOR    |
| 11/05/2015 | 11/09/2015 | RED WING SHOE #727        | \$200.00   | BRYAN NAGEL       |
| 10/29/2015 | 11/02/2015 | THE HOME DEPOT 2801       | \$14.72    | JOHN NAUGHTON     |
| 11/09/2015 | 11/11/2015 | THE HOME DEPOT 2801       | \$58.21    | JOHN NAUGHTON     |
| 10/30/2015 | 11/02/2015 | HENRIKSEN ACE HARDWARE    | \$25.47    | RICHARD NORDQUIST |
| 11/03/2015 | 11/04/2015 | UNIFORMS UNLIMITED INC.   | \$29.85    | MICHAEL NYE       |
| 11/06/2015 | 11/09/2015 | UNIFORMS UNLIMITED INC.   | \$224.96   | MICHAEL NYE       |
| 10/29/2015 | 11/02/2015 | METRO PRODUCTS INC        | \$5.97     | STEVEN PRIEM      |
| 10/30/2015 | 11/02/2015 | AUTO PLUS LITTLE CANADA   | \$170.98   | STEVEN PRIEM      |
| 11/02/2015 | 11/03/2015 | DELEGARD TOOL COMPANY     | \$271.18   | STEVEN PRIEM      |
| 11/02/2015 | 11/03/2015 | DELEGARD TOOL COMPANY     | \$38.66    | STEVEN PRIEM      |

|            |            |                           |            |                   |
|------------|------------|---------------------------|------------|-------------------|
| 11/02/2015 | 11/04/2015 | MENARDS MAPLEWOOD MN      | \$16.94    | STEVEN PRIEM      |
| 11/02/2015 | 11/04/2015 | ZIEGLER INC COLUMBUS      | \$248.88   | STEVEN PRIEM      |
| 11/03/2015 | 11/04/2015 | AUTO PLUS LITTLE CANADA   | \$466.70   | STEVEN PRIEM      |
| 11/03/2015 | 11/04/2015 | AUTO PLUS LITTLE CANADA   | \$154.90   | STEVEN PRIEM      |
| 11/03/2015 | 11/04/2015 | POLAR CHEVROLET MAZDA     | \$148.53   | STEVEN PRIEM      |
| 11/03/2015 | 11/05/2015 | TRI-STATE BOBCAT          | \$276.92   | STEVEN PRIEM      |
| 11/04/2015 | 11/05/2015 | AUTO PLUS LITTLE CANADA   | \$61.95    | STEVEN PRIEM      |
| 11/05/2015 | 11/06/2015 | MTI                       | \$97.54    | STEVEN PRIEM      |
| 11/06/2015 | 11/09/2015 | POLAR CHEVROLET MAZDA     | \$123.05   | STEVEN PRIEM      |
| 11/09/2015 | 11/10/2015 | POMP'S TIRE #021          | \$1,076.00 | STEVEN PRIEM      |
| 11/09/2015 | 11/10/2015 | FACTORY MTR PTS #1        | \$208.07   | STEVEN PRIEM      |
| 11/09/2015 | 11/10/2015 | SOL*SNAP-ON INDUSTRIAL    | \$7.18     | STEVEN PRIEM      |
| 11/09/2015 | 11/10/2015 | MTI                       | \$30.26    | STEVEN PRIEM      |
| 11/10/2015 | 11/11/2015 | AN FORD WHITE BEAR LAK    | \$1,991.89 | STEVEN PRIEM      |
| 11/12/2015 | 11/13/2015 | POMP'S TIRE #021          | \$519.48   | STEVEN PRIEM      |
| 11/12/2015 | 11/13/2015 | ZARNOTH BRUSH WORKS INC   | \$1,219.20 | STEVEN PRIEM      |
| 11/12/2015 | 11/13/2015 | DELEGARD TOOL COMPANY     | \$69.73    | STEVEN PRIEM      |
| 11/12/2015 | 11/13/2015 | METRO PRODUCTS INC        | \$26.49    | STEVEN PRIEM      |
| 11/12/2015 | 11/13/2015 | METRO PRODUCTS INC        | \$32.52    | STEVEN PRIEM      |
| 11/04/2015 | 11/06/2015 | PARK SUPPLY OF AMERICA IN | \$244.59   | KELLY PRINS       |
| 11/04/2015 | 11/06/2015 | MENARDS OAKDALE MN        | \$38.33    | KELLY PRINS       |
| 11/04/2015 | 11/06/2015 | MENARDS MAPLEWOOD MN      | \$454.10   | KELLY PRINS       |
| 11/10/2015 | 11/11/2015 | WW GRAINGER               | \$51.32    | KELLY PRINS       |
| 11/06/2015 | 11/09/2015 | DALCO ENTERPRISES, INC    | \$137.13   | MICHAEL REILLY    |
| 10/29/2015 | 11/02/2015 | APPOINTMENT-PLUS/STORMSO  | \$39.00    | LORI RESENDIZ     |
| 10/31/2015 | 11/02/2015 | ARC*SERVICES/TRAINING     | \$190.00   | LORI RESENDIZ     |
| 11/02/2015 | 11/02/2015 | PPL*INSANITY              | \$32.23    | LORI RESENDIZ     |
| 11/05/2015 | 11/06/2015 | AMAZON.COM                | \$29.97    | LORI RESENDIZ     |
| 11/07/2015 | 11/09/2015 | LES MILLS WEST COAST      | \$270.00   | LORI RESENDIZ     |
| 11/10/2015 | 11/11/2015 | G&K SERVICES AR           | \$117.68   | LORI RESENDIZ     |
| 11/11/2015 | 11/12/2015 | BATTERIES PLUS #31        | \$17.99    | LORI RESENDIZ     |
| 10/29/2015 | 11/02/2015 | SEARS ROEBUCK 1122        | \$169.99   | ROBERT RUNNING    |
| 10/29/2015 | 11/02/2015 | NORTHERN TOOL EQUIP-MN    | \$249.99   | ROBERT RUNNING    |
| 11/04/2015 | 11/05/2015 | U OF M CONTLEARNING       | \$150.00   | ROBERT RUNNING    |
| 11/05/2015 | 11/09/2015 | MNSCU                     | \$703.52   | ROBERT RUNNING    |
| 11/02/2015 | 11/03/2015 | LILLIE SUBURBAN NEWSPAPER | \$1,225.28 | DEB SCHMIDT       |
| 11/02/2015 | 11/03/2015 | CUB FOODS #1599           | \$72.83    | DEB SCHMIDT       |
| 11/03/2015 | 11/04/2015 | NOODLES & CO WEB 313      | \$105.05   | DEB SCHMIDT       |
| 11/03/2015 | 11/05/2015 | ACAPULCO MEXICAN RESTAURA | \$96.31    | DEB SCHMIDT       |
| 11/12/2015 | 11/13/2015 | CVS/PHARMACY #01751       | \$4.81     | DEB SCHMIDT       |
| 11/04/2015 | 11/05/2015 | IN *ENCOMPASS TELEMATICS, | \$598.00   | PAUL SCHNELL      |
| 10/29/2015 | 11/02/2015 | METRO PRODUCTS INC        | \$39.01    | SCOTT SCHULTZ     |
| 11/05/2015 | 11/06/2015 | G&K SERVICES AR           | \$741.71   | SCOTT SCHULTZ     |
| 11/05/2015 | 11/06/2015 | FLEXIBLE PIPE TOOL COMPAN | \$1,115.75 | SCOTT SCHULTZ     |
| 11/09/2015 | 11/11/2015 | ON SITE SANITATION INC    | \$308.50   | SCOTT SCHULTZ     |
| 10/30/2015 | 11/02/2015 | USPS.COM CLICK66100611    | \$23.18    | FAITH SHEPPERD    |
| 11/09/2015 | 11/11/2015 | OFFICE DEPOT #1090        | \$89.42    | FAITH SHEPPERD    |
| 11/09/2015 | 11/11/2015 | OFFICE DEPOT #1105        | \$14.99    | FAITH SHEPPERD    |
| 11/05/2015 | 11/06/2015 | UNIFORMS UNLIMITED INC.   | \$373.96   | MICHAEL SHORTREED |
| 11/06/2015 | 11/09/2015 | UNIFORMS UNLIMITED INC.   | \$160.47   | MICHAEL SHORTREED |
| 11/07/2015 | 11/09/2015 | CUB FOODS #1599           | \$25.17    | MICHAEL SHORTREED |
| 11/12/2015 | 11/13/2015 | GRAFIX SHOPPE             | \$803.00   | MICHAEL SHORTREED |

|            |            |                           |             |                   |
|------------|------------|---------------------------|-------------|-------------------|
| 11/02/2015 | 11/04/2015 | OFFICE DEPOT #1090        | \$84.50     | ANDREA SINDT      |
| 11/03/2015 | 11/05/2015 | OFFICE DEPOT #1214        | \$28.39     | ANDREA SINDT      |
| 10/30/2015 | 11/02/2015 | NATIONAL CAMERA EXCHANGE  | \$44.60     | CHRISTINE SOUTTER |
| 10/31/2015 | 11/02/2015 | CUB FOODS #1599           | \$32.31     | RONALD SVENDSEN   |
| 11/05/2015 | 11/06/2015 | IN *HUGO'S TREE CARE      | \$1,500.00  | CHRIS SWANSON     |
| 10/30/2015 | 11/02/2015 | AMAZON MKTPLACE PMTS      | \$65.19     | BRIAN TAUZELL     |
| 11/05/2015 | 11/06/2015 | HENRIKSEN ACE HARDWARE    | \$2.06      | TODD TEVLIN       |
| 11/03/2015 | 11/03/2015 | LANDS END                 | \$52.25     | PAUL THEISEN      |
| 11/05/2015 | 11/09/2015 | LOWER TOWN PARKING        | \$8.00      | MICHAEL THOMPSON  |
| 11/12/2015 | 11/13/2015 | U OF M CONTLEARNING       | \$245.00    | MICHAEL THOMPSON  |
| 10/30/2015 | 11/02/2015 | COURTYARD BY MARRIOTT STC | \$321.42    | TAMMY WYLIE       |
| 11/06/2015 | 11/06/2015 | ULINE *SHIP SUPPLIES      | \$141.56    | TAMMY WYLIE       |
| 11/06/2015 | 11/09/2015 | B&H PHOTO, 800-606-6969   | \$56.72     | TAMMY WYLIE       |
| 11/10/2015 | 11/12/2015 | HARBOR FREIGHT TOOLS 612  | \$4.24      | TAMMY WYLIE       |
| 11/10/2015 | 11/12/2015 | THE HOME DEPOT 2801       | \$21.09     | TAMMY WYLIE       |
| 11/12/2015 | 11/13/2015 | LYNN CARD COMPANY         | \$61.32     | SUSAN ZWIEG       |
|            |            |                           | \$32,385.54 |                   |

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

11/30/2015

| <b>Check</b> | <b>Date</b> | <b>Vendor</b> | <b>Description</b>              | <b>Amount</b>                      |           |
|--------------|-------------|---------------|---------------------------------|------------------------------------|-----------|
| 96325        | 11/23/2015  | 00986         | METROPOLITAN COUNCIL            | MONTHLY SAC - OCTOBER              | 2,460.15  |
| 96326        | 11/25/2015  | 00986         | METROPOLITAN COUNCIL            | MONTHLY SAC - ADD'L SEPTEMBER      | 14,760.90 |
| 96327        | 12/01/2015  | 02149         | HEIDI CAREY                     | MARKETING & ADVERTISING - NOV      | 4,000.00  |
| 96328        | 12/01/2015  | 04572         | ETTEL & FRANZ ROOFING CO.       | REPAIRS TO THEATER ROOF            | 3,362.00  |
|              | 12/01/2015  | 04572         | ETTEL & FRANZ ROOFING CO.       | REPAIRS TO THEATER ROOF            | 900.00    |
| 96329        | 12/01/2015  | 04316         | CITY OF MINNEAPOLIS RECEIVABLES | AUTO PAWN SYSTEM - OCTOBER         | 668.70    |
| 96330        | 12/01/2015  | 01819         | PAETEC                          | LOCAL PHONE SERVICE 10/15 - 11/14  | 706.58    |
| 96331        | 12/01/2015  | 01574         | T A SCHIFSKY & SONS, INC        | BITUMINOUS MATERIALS FOR PAVING    | 7,005.47  |
|              | 12/01/2015  | 01574         | T A SCHIFSKY & SONS, INC        | BITUMINOUS MATERIALS FOR PAVING    | 399.00    |
|              | 12/01/2015  | 01574         | T A SCHIFSKY & SONS, INC        | BITUMINOUS MATERIALS FOR PAVING    | 250.58    |
| 96332        | 12/01/2015  | 05305         | TOSHIBA FINANCIAL SERVICES (1)  | CONTRACT 500-0371999               | 824.08    |
|              | 12/01/2015  | 05305         | TOSHIBA FINANCIAL SERVICES (1)  | CONTRACT 500-0371083               | 815.05    |
|              | 12/01/2015  | 05305         | TOSHIBA FINANCIAL SERVICES (1)  | CONTRACT 500-0328559               | 280.75    |
|              | 12/01/2015  | 05305         | TOSHIBA FINANCIAL SERVICES (1)  | CONTRACT 500-0395052               | 237.74    |
|              | 12/01/2015  | 05305         | TOSHIBA FINANCIAL SERVICES (1)  | CONTRACT 500-0380041               | 104.83    |
|              | 12/01/2015  | 05305         | TOSHIBA FINANCIAL SERVICES (1)  | CONTRACT 500-0373496               | 99.63     |
|              | 12/01/2015  | 05305         | TOSHIBA FINANCIAL SERVICES (1)  | CONTRACT 500-0395065               | 95.29     |
|              | 12/01/2015  | 05305         | TOSHIBA FINANCIAL SERVICES (1)  | CONTRACT 500-0349366               | 78.93     |
| 96333        | 12/01/2015  | 01750         | THE WATSON CO INC               | MDSE FOR RESALE                    | 651.72    |
|              | 12/01/2015  | 01750         | THE WATSON CO INC               | MDSE FOR RESALE                    | 30.48     |
| 96334        | 12/01/2015  | 01190         | XCEL ENERGY                     | ELECTRIC & GAS UTILITY             | 17,131.04 |
|              | 12/01/2015  | 01190         | XCEL ENERGY                     | ELECTRIC & GAS UTILITY             | 7,766.90  |
| 96335        | 12/01/2015  | 01811         | BERNATELLO'S PIZZA              | MDSE FOR RESALE                    | 51.00     |
| 96336        | 12/01/2015  | 03310         | CDW GOVERNMENT INC              | ADOBE CREATIVE CLOUD SUB (3)       | 1,693.71  |
| 96337        | 12/01/2015  | 05369         | CINTAS CORPORATION #470         | ULTRA CLEAN SERVICE - CITY HALL    | 462.53    |
|              | 12/01/2015  | 05369         | CINTAS CORPORATION #470         | CLEANING SUPPLIES - CITY HALL      | 124.98    |
| 96338        | 12/01/2015  | 05507         | COCA-COLA REFRESHMENTS          | MDSE FOR RESALE                    | 614.35    |
| 96339        | 12/01/2015  | 05206         | DAVID GRUPA PORTRAIT            | INDIVIDUALS PHOTO ON-LOCATION      | 150.00    |
|              | 12/01/2015  | 05206         | DAVID GRUPA PORTRAIT            | INDIVIDUALS PHOTO ON-LOCATION      | 75.00     |
| 96340        | 12/01/2015  | 00003         | ESCROW REFUND                   | ESCROW SBA NETWORK VERIZON CELL T  | 1,002.97  |
| 96341        | 12/01/2015  | 00003         | ESCROW REFUND                   | ESCROW COMMON BOND-CONCORIDA AR    | 763.40    |
| 96342        | 12/01/2015  | 00003         | ESCROW REFUND                   | ESCROW FAULK & FOSTER-VERIZON HILL | 502.63    |
| 96343        | 12/01/2015  | 00003         | ESCROW REFUND                   | ESCROW RSI REC - 1255 COPE AVE E   | 500.82    |
| 96344        | 12/01/2015  | 05275         | FIRST STATE TIRE RECYCLING      | TIRE REMOVAL FROM THE PW YARD      | 613.70    |
| 96345        | 12/01/2015  | 00531         | FRA-DOR INC.                    | BLACK DIRT STERLING/HILLWOOD       | 140.00    |
| 96346        | 12/01/2015  | 05368         | HEALTH EAST VEHICLE SERVICES    | NEW MARKED SQUAD #941 BUILD UP     | 9,809.11  |
| 96347        | 12/01/2015  | 00857         | LEAGUE OF MINNESOTA CITIES      | LEADERSHIP CONF - XIONG & SMITH    | 630.00    |
| 96348        | 12/01/2015  | 01069         | MN WI PLAYGROUND                | SWING HANGERS - PARK PLAYGROUNDS   | 707.90    |
| 96349        | 12/01/2015  | 05356         | NORTH SUBURBAN ACCESS CORP      | VIDEOGRAPHER SRVS - OCTOBER        | 961.40    |
| 96350        | 12/01/2015  | 00001         | ONE TIME VENDOR                 | REFUND D LARSON FOR TRANS MEDIC    | 123.76    |
| 96351        | 12/01/2015  | 00001         | ONE TIME VENDOR                 | REFUND S JONES FOR TRANS MEDIC     | 87.01     |
| 96352        | 12/01/2015  | 00001         | ONE TIME VENDOR                 | REFUND J SCHADT FOR TRANS MEDIC    | 47.91     |
| 96353        | 12/01/2015  | 05103         | PERFORMANCE PLUS LLC            | MEDICAL EVALUATION                 | 2,550.00  |
| 96354        | 12/01/2015  | 01344         | RAMSEY COUNTY PARKS & REC.      | ESCROW REL KELLER GOLF COURSE      | 2,892.59  |
| 96355        | 12/01/2015  | 05338         | REPUBLIC SERVICES #923          | WASTE & RECYCLING SRVS - NOVEMBER  | 1,642.60  |
| 96356        | 12/01/2015  | 04246         | ST STEPHEN'S HUMAN SERVICES     | HANDBOOKS OF THE STREETS           | 35.50     |
| 96357        | 12/01/2015  | 01578         | T R F SUPPLY CO.                | MISC SUPPLIES                      | 615.80    |
|              | 12/01/2015  | 01578         | T R F SUPPLY CO.                | RAGS, VESTS, GLASSES, FLASHLIGHTS  | 482.20    |
|              | 12/01/2015  | 01578         | T R F SUPPLY CO.                | SHOP TOWELS/WINTER GLOVES/LIGHT    | 194.70    |
| 96358        | 12/01/2015  | 05528         | TOSHIBA FINANCIAL SERVICES (2)  | CONTRACT 7950665-011               | 190.95    |
|              | 12/01/2015  | 05528         | TOSHIBA FINANCIAL SERVICES (2)  | CONTRACT 7950665-005               | 183.91    |
|              | 12/01/2015  | 05528         | TOSHIBA FINANCIAL SERVICES (2)  | CONTRACT 7950665-010               | 86.40     |
| 96359        | 12/01/2015  | 04104         | TRANE U.S. INC.                 | AHU 1 & VAV UPGRADES - CITY HALL   | 18,872.06 |
| 96360        | 12/01/2015  | 01669         | TWIN CITIES TRANSPORT &         | FORFEITED VEHICLE TOWING           | 70.00     |
| 96361        | 12/01/2015  | 05013         | YALE MECHANICAL LLC             | FALL HVAC MAINT - MCC              | 1,915.75  |

12/01/2015 05013 YALE MECHANICAL LLC

FALL HVAC MAINT - PARK MAINT

706.75

**37 Checks in this report.**

112,131.21

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

| Settlement  |                      |                                  |               |
|-------------|----------------------|----------------------------------|---------------|
| <u>Date</u> | <u>Payee</u>         | <u>Description</u>               | <u>Amount</u> |
| 11/23/2015  | MN State Treasurer   | Drivers License/Deputy Registrar | 13,157.33     |
| 11/23/2015  | U.S. Treasurer       | Federal Payroll Tax              | 99,834.55     |
| 11/23/2015  | P.E.R.A.             | P.E.R.A.                         | 103,633.95    |
| 11/23/2015  | Empower - State Plan | Deferred Compensation            | 29,165.00     |
| 11/24/2015  | MN State Treasurer   | Drivers License/Deputy Registrar | 19,155.32     |
| 11/24/2015  | MidAmerica           | HRA Flex plan                    | 13,766.77     |
| 11/24/2015  | Labor Unions         | Union Dues                       | 3,746.28      |
| 11/24/2015  | MN State Treasurer   | State Payroll Tax                | 20,814.04     |
| 11/25/2015  | MN State Treasurer   | Drivers License/Deputy Registrar | 63,049.14     |
| 11/25/2015  | Delta Dental         | Dental Premium                   | 1,131.45      |
| 11/27/2015  | MN State Treasurer   | Drivers License/Deputy Registrar | 53,921.27     |
|             |                      |                                  | 421,375.10    |

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

12/01/2015

| <u>Check</u>                     | <u>Date</u> | <u>Vendor</u> | <u>Description</u> | <u>Amount</u>                   |        |
|----------------------------------|-------------|---------------|--------------------|---------------------------------|--------|
| 96363                            | #####       | 02950         | CHAD HERMANSON     | C HERMANSON - POLICE RESERVE    | 664.75 |
| 96364                            | #####       | 00020         | POLICE RESERVE     | L LILLY - POLICE RESERVE        | 488.75 |
| 96365                            | #####       | 00020         | POLICE RESERVE     | S HEFFERNAN - POLICE RESERVE    | 472.00 |
| 96366                            | #####       | 00020         | POLICE RESERVE     | M KUNZE - POLICE RESERVE        | 453.00 |
| 96367                            | #####       | 00020         | POLICE RESERVE     | T TOUSIGNANT - POLICE RESERVE   | 442.00 |
| 96368                            | #####       | 00020         | POLICE RESERVE     | N GRUNDHAUSER - POLICE RESERVE  | 417.75 |
| 96369                            | #####       | 00020         | POLICE RESERVE     | G NAUMANN - POLICE RESERVE      | 372.75 |
| 96370                            | #####       | 00020         | POLICE RESERVE     | A PATRAW - POLICE RESERVE       | 346.75 |
| 96371                            | #####       | 00020         | POLICE RESERVE     | K MAUSTON - POLICE RESERVE      | 313.50 |
| 96372                            | #####       | 00020         | POLICE RESERVE     | N KREKELER - POLICE RESERVE     | 309.75 |
| 96373                            | #####       | 00020         | POLICE RESERVE     | T OLSON - POLICE RESERVE        | 281.75 |
| 96374                            | #####       | 00020         | POLICE RESERVE     | J SORENSEN - POLICE RESERVE     | 277.75 |
| 96375                            | #####       | 00020         | POLICE RESERVE     | T HOFMEISTER - POLICE RESERVE   | 216.50 |
| 96376                            | #####       | 00020         | POLICE RESERVE     | J JAMES - POLICE RESERVE        | 184.75 |
| 96377                            | #####       | 00020         | POLICE RESERVE     | J MCKENZIE - POLICE RESERVE     | 179.00 |
| 96378                            | #####       | 00020         | POLICE RESERVE     | C FISHER - POLICE RESERVE       | 171.25 |
| 96379                            | #####       | 00020         | POLICE RESERVE     | T VANG - POLICE RESERVE         | 158.25 |
| 96380                            | #####       | 00020         | POLICE RESERVE     | T SEIDL - POLICE RESERVE        | 145.25 |
| 96381                            | #####       | 00020         | POLICE RESERVE     | L ALDANA - POLICE RESERVE       | 134.25 |
| 96382                            | #####       | 00020         | POLICE RESERVE     | T MARTINEZ - POLICE RESERVE     | 124.75 |
| 96383                            | #####       | 00020         | POLICE RESERVE     | L LONDROCHE - POLICE RESERVE    | 111.00 |
| 96384                            | #####       | 00020         | POLICE RESERVE     | M TESFAGIORGIS - POLICE RESERVE | 95.75  |
| 96385                            | #####       | 00020         | POLICE RESERVE     | Y VANG - POLICE RESERVE         | 87.75  |
| 96386                            | #####       | 00020         | POLICE RESERVE     | N NEIS - POLICE RESERVE         | 74.75  |
| 96387                            | #####       | 00020         | POLICE RESERVE     | M HELLER - POLICE RESERVE       | 12.00  |
| 96388                            | #####       | 00020         | POLICE RESERVE     | L XIONG - POLICE RESERVE        | 8.50   |
| 96389                            | #####       | 00020         | POLICE RESERVE     | C YANG - POLICE RESERVE         | 8.50   |
|                                  |             |               |                    | <u>6,552.75</u>                 |        |
| <b>27 Checks in this report.</b> |             |               |                    |                                 |        |

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

12/03/2015

| <b>Check</b> | <b>Date</b> | <b>Vendor</b> | <b>Description</b>             | <b>Amount</b>                       |                          |
|--------------|-------------|---------------|--------------------------------|-------------------------------------|--------------------------|
| 96390        | 12/02/2015  | 00396         | MN DEPT OF PUBLIC SAFETY       | TRANSFER TITLE FORFEITED VEHICLE    | 20.75                    |
| 96391        | 12/02/2015  | 02464         | US BANK                        | FUNDS FOR CITY HALL ATM             | 9,000.00                 |
| 96392        | 12/08/2015  | 00211         | BRAUN INTERTEC CORP.           | PROJ 15-11 PROF SRVS THRU 11/6      | 4,488.90                 |
| 96393        | 12/08/2015  | 02728         | KIMLEY-HORN & ASSOCIATES INC   | PROJ 14-01 PROF SRVS THRU 10/31     | 17,570.68                |
|              | 12/08/2015  | 02728         | KIMLEY-HORN & ASSOCIATES INC   | PROJ 09-08 PROF SRVS THRU 10/31     | 3,531.85                 |
|              | 12/08/2015  | 02728         | KIMLEY-HORN & ASSOCIATES INC   | PROJ 12-14 PROF SRVS THRU 10/31     | 2,913.67                 |
| 96394        | 12/08/2015  | 04272         | PARAGON SOLUTIONS GROUP, INC.  | SECURITY CAMERA-NATURE CENTER       | 6,965.43                 |
|              | 12/08/2015  | 04272         | PARAGON SOLUTIONS GROUP, INC.  | SECURITY CAMERA MCC GYM (REPLACE)   | 1,847.35                 |
| 96395        | 12/08/2015  | 01409         | S E H                          | PROJ 15-24 MISC SERVICES            | 1,251.17                 |
| 96396        | 12/08/2015  | 01750         | THE WATSON CO INC              | MDSE FOR RESALE                     | 181.58                   |
| 96397        | 12/08/2015  | 01190         | XCEL ENERGY                    | ELECTRIC UTILITY                    | 14,762.68                |
|              | 12/08/2015  | 01190         | XCEL ENERGY                    | ELECTRIC & GAS UTILITY              | 1,119.90                 |
|              | 12/08/2015  | 01190         | XCEL ENERGY                    | ELECTRIC UTILITY                    | 681.25                   |
|              | 12/08/2015  | 01190         | XCEL ENERGY                    | GAS UTILITY                         | 298.43                   |
|              | 12/08/2015  | 01190         | XCEL ENERGY                    | ELECTRIC UTILITY                    | 59.90                    |
|              | 12/08/2015  | 01190         | XCEL ENERGY                    | ELECTRIC UTILITY                    | 29.87                    |
|              | 12/08/2015  | 01190         | XCEL ENERGY                    | ELECTRIC UTILITY                    | 15.20                    |
| 96398        | 12/04/2015  | 05538         | FIREFLIES PLAY ENVIRONMENTS    | JOY PARK CONTRACT FINAL             | 14,743.00                |
| 96399        | 12/08/2015  | 01811         | BERNATELLO'S PIZZA             | MDSE FOR RESALE                     | 153.00                   |
| 96400        | 12/08/2015  | 00309         | COMMISSIONER OF TRANSPORTATION | PROJ 14-02 MATERIALS TESTS & INSP   | 163.58                   |
| 96401        | 12/08/2015  | 04345         | DAHLEN, DWYER & FOLEY INC.     | PROJ 15-11 PROPERTY CONSULTING      | 7,150.00                 |
|              | 12/08/2015  | 04345         | DAHLEN, DWYER & FOLEY INC.     | PROJ 13-10 PROPERTY CONSULTING      | 5,500.00                 |
| 96402        | 12/08/2015  | 00003         | ESCROW REFUND                  | ESCROW RELEASE ALOHA 2615 JOY RD    | 300.00                   |
| 96403        | 12/08/2015  | 00827         | L M C I T                      | CLAIM DEDUCTIBLE 11191 (15/16)      | 4,338.52                 |
| 96404        | 12/08/2015  | 02008         | RAMSEY COUNTY PUBLIC WORKS     | PROJ 13-02 PW2013-10 CONCRETE REHAB | 3,278.90                 |
| 96405        | 12/08/2015  | 03446         | RICK JOHNSON DEER & BEAVER INC | DEER PICK UP - NOVEMBER             | 115.00                   |
| 96406        | 12/08/2015  | 01418         | SAM'S CLUB DIRECT              | HALLOWEEN STATION #3/T OVER #2      | 606.21                   |
|              | 12/08/2015  | 01418         | SAM'S CLUB DIRECT              | CONCESSIONS FOR GYMS/SUPPLIES       | 198.20                   |
|              | 12/08/2015  | 01418         | SAM'S CLUB DIRECT              | BAKERY CASE FOR ADMISSIONS          | 85.46                    |
|              | 12/08/2015  | 01418         | SAM'S CLUB DIRECT              | MDSE FOR RESALE                     | 73.46                    |
|              | 12/08/2015  | 01418         | SAM'S CLUB DIRECT              | MDSE FOR RESALE                     | 47.96                    |
| 96407        | 12/08/2015  | 00198         | ST PAUL REGIONAL WATER SRVS    | WATER UTILITY                       | 2,087.29                 |
| 96408        | 12/08/2015  | 01836         | ST PAUL, CITY OF               | STREET LIGHT REPAIR-3056 HAZELWOOD  | 259.16                   |
|              | 12/08/2015  | 01836         | ST PAUL, CITY OF               | STREET LIGHT REPAIR-3056 HAZELWOOD  | 16.71                    |
|              | 12/08/2015  | 01836         | ST PAUL, CITY OF               | RADIO MAINT & SRVS - OCTOBER        | 16.25                    |
| 96409        | 12/08/2015  | 01550         | SUMMIT INSPECTIONS             | ELECTRICAL INSPECTIONS - NOVEMBER   | 8,341.20                 |
| 96410        | 12/08/2015  | 01876         | WHAT WORKS INC                 | CONSULTING MGMT TEAM RETREAT        | 4,920.00                 |
| 96411        | 12/08/2015  | 05013         | YALE MECHANICAL LLC            | FALL HVAC MAINT - FIRE STATION #3   | 516.46                   |
|              |             |               |                                | <b>22 Checks in this report.</b>    | <b><u>117,648.97</u></b> |

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

| Settlement  |                              |                           |               |
|-------------|------------------------------|---------------------------|---------------|
| <u>Date</u> | <u>Payee</u>                 | <u>Description</u>        | <u>Amount</u> |
| 11/30/2015  | MN Dept of Natural Resources | DNR electronic licenses   | 680.69        |
| 12/1/2015   | MN Dept of Natural Resources | DNR electronic licenses   | 41,369.50     |
| 12/1/2015   | US Bank Merchant Services    | Credit Card Billing fee   | 89.99         |
| 12/2/2015   | MN Dept of Natural Resources | DNR electronic licenses   | 42,878.99     |
| 12/3/2015   | MN Dept of Natural Resources | DNR electronic licenses   | 55,640.85     |
| 12/4/2015   | MN Dept of Natural Resources | DNR electronic licenses   | 36,735.35     |
| 12/4/2015   | MN Dept of Natural Resources | DNR electronic licenses   | 398.50        |
| 12/4/2015   | US Bank VISA One Card*       | Purchasing card items     | 70,389.30     |
| 12/4/2015   | Optum Health                 | DCRP & Flex plan payments | 4,815.22      |
| 12/4/2015   | Delta Dental                 | Dental Premium            | 2,780.85      |
| 12/4/2015   | ICMA (Vantagepointe)         | Deferred Compensation     | 3,885.00      |
|             |                              |                           | 259,664.24    |

\*Detailed listing of VISA purchases is attached.

| Transaction Date | Posting Date | Merchant Name             | Transaction Amount | Name              |
|------------------|--------------|---------------------------|--------------------|-------------------|
| 11/16/2015       | 11/17/2015   | MILLS FLEET FARM 2700     | \$187.97           | DAVE ADAMS        |
| 11/18/2015       | 11/19/2015   | PITNEYBOWES ONLINEBILL    | \$325.00           | GAYLE BAUMAN      |
| 11/24/2015       | 11/25/2015   | PITNEYBOWES ONLINEBILL    | \$3,470.00         | GAYLE BAUMAN      |
| 11/13/2015       | 11/16/2015   | WWW.PERFORATEDPAPER.CO    | \$79.58            | REGAN BEGGS       |
| 11/18/2015       | 11/20/2015   | PAPER PLUS                | \$527.02           | REGAN BEGGS       |
| 11/18/2015       | 11/20/2015   | PAPER PLUS                | \$421.62           | REGAN BEGGS       |
| 11/18/2015       | 11/20/2015   | PAPER PLUS                | \$632.42           | REGAN BEGGS       |
| 11/19/2015       | 11/23/2015   | PAPER PLUS                | \$263.51           | REGAN BEGGS       |
| 11/20/2015       | 11/23/2015   | OFFICE DEPOT #1090        | \$109.30           | REGAN BEGGS       |
| 11/23/2015       | 11/25/2015   | OFFICE DEPOT #1214        | \$5.49             | REGAN BEGGS       |
| 11/16/2015       | 11/17/2015   | SQ *STITCH AND CLEAN      | \$74.61            | STANLEY BELDE     |
| 11/17/2015       | 11/18/2015   | WWW.NEWEGG.COM            | \$3,208.93         | CHAD BERGO        |
| 11/24/2015       | 11/25/2015   | PAYPAL *LIUHONGXING       | \$62.99            | CHAD BERGO        |
| 11/12/2015       | 11/16/2015   | COMO PARK ANIMAL HOSPITAL | \$192.56           | BRIAN BIERDEMAN   |
| 11/20/2015       | 11/20/2015   | PET FOOD EXPERTS          | \$1,465.75         | BRIAN BIERDEMAN   |
| 11/16/2015       | 11/17/2015   | OLD LOG THEATRE           | \$453.61           | NEIL BRENEMAN     |
| 11/18/2015       | 11/19/2015   | TARGET 00011858           | \$10.04            | NEIL BRENEMAN     |
| 11/20/2015       | 11/23/2015   | DICK'S CLOTHING&SPORTING  | \$32.08            | NEIL BRENEMAN     |
| 11/19/2015       | 11/23/2015   | TRI-STATE BOBCAT          | \$425.00           | TROY BRINK        |
| 11/17/2015       | 11/18/2015   | BATTERIES PLUS #31        | \$62.40            | BRENT BUCKLEY     |
| 11/25/2015       | 11/27/2015   | LIFELINE TRAINING - CA    | \$139.00           | SARAH BURLINGAME  |
| 11/18/2015       | 11/19/2015   | USPS 26834500133401316    | \$12.00            | DANIEL BUSACK     |
| 11/17/2015       | 11/19/2015   | NAPA STORE 3279016        | \$63.64            | JOHN CAPISTRANT   |
| 11/21/2015       | 11/23/2015   | NAPA STORE 3279016        | \$11.49            | JOHN CAPISTRANT   |
| 11/16/2015       | 11/18/2015   | THE HOME DEPOT 2801       | \$36.57            | SCOTT CHRISTENSON |
| 11/17/2015       | 11/19/2015   | DEPARTMENT OF LABOR AND I | \$60.00            | SCOTT CHRISTENSON |
| 11/17/2015       | 11/19/2015   | DEPARTMENT OF LABOR AND I | \$50.00            | SCOTT CHRISTENSON |
| 11/20/2015       | 11/23/2015   | RYAN PLUMBING AND HEATING | \$540.00           | SCOTT CHRISTENSON |
| 11/20/2015       | 11/23/2015   | TWIN CITY FILTER SERVICE  | \$36.62            | SCOTT CHRISTENSON |
| 11/21/2015       | 11/23/2015   | THE TRANE COMPANY         | \$1,830.00         | SCOTT CHRISTENSON |
| 11/14/2015       | 11/16/2015   | BATTERIES PLUS #32        | \$12.95            | CHARLES DEEVER    |
| 11/12/2015       | 11/16/2015   | THE HOME DEPOT 2801       | \$56.93            | TOM DOUGLASS      |
| 11/17/2015       | 11/18/2015   | BREDEMUS HARDWARE CO INC  | \$1,547.60         | TOM DOUGLASS      |
| 11/17/2015       | 11/19/2015   | OFFICEMAX/OFFICE DEPOT616 | \$139.36           | TOM DOUGLASS      |
| 11/18/2015       | 11/20/2015   | DEPARTMENT OF LABOR AND I | \$30.00            | TOM DOUGLASS      |
| 11/19/2015       | 11/20/2015   | COMMERCIAL POOL & SPA SUP | \$57.98            | TOM DOUGLASS      |
| 11/19/2015       | 11/20/2015   | COMMERCIAL POOL & SPA SUP | \$149.00           | TOM DOUGLASS      |
| 11/20/2015       | 11/23/2015   | COMMERCIAL POOL & SPA SUP | \$326.00           | TOM DOUGLASS      |
| 11/21/2015       | 11/23/2015   | AMERICAN LOCKER SECURITY  | \$3,061.00         | TOM DOUGLASS      |
| 11/23/2015       | 11/24/2015   | HENRIKSEN ACE HARDWARE    | \$9.10             | TOM DOUGLASS      |
| 11/23/2015       | 11/24/2015   | ALBRECHT SIGN COMPANY     | \$2,698.00         | TOM DOUGLASS      |
| 11/24/2015       | 11/27/2015   | THE HOME DEPOT 2801       | \$22.08            | TOM DOUGLASS      |
| 11/25/2015       | 11/27/2015   | HENRIKSEN ACE HARDWARE    | \$8.49             | TOM DOUGLASS      |
| 11/26/2015       | 11/27/2015   | THE TRANE COMPANY         | \$890.00           | TOM DOUGLASS      |
| 11/16/2015       | 11/18/2015   | NAPA STORE 3279016        | \$22.49            | DOUG EDGE         |
| 11/16/2015       | 11/18/2015   | THE HOME DEPOT 2801       | \$70.77            | DOUG EDGE         |
| 11/18/2015       | 11/20/2015   | THE HOME DEPOT 2801       | \$14.86            | DOUG EDGE         |
| 11/12/2015       | 11/16/2015   | THE HOME DEPOT 2801       | \$14.93            | ANDREW ENGSTROM   |
| 11/23/2015       | 11/25/2015   | ARM OF MN                 | \$300.00           | ANDREW ENGSTROM   |
| 11/17/2015       | 11/18/2015   | FIRST SHRED               | \$28.00            | CHRISTINE EVANS   |
| 11/19/2015       | 11/20/2015   | RUBBER STAMP END BUTTON C | \$155.99           | CHRISTINE EVANS   |
| 11/19/2015       | 11/20/2015   | SPRINT AQUATICS           | \$246.00           | CHRISTINE EVANS   |
| 11/20/2015       | 11/20/2015   | COMCAST CABLE COMM        | \$83.88            | CHRISTINE EVANS   |
| 11/20/2015       | 11/23/2015   | OFFICE DEPOT #1090        | \$50.93            | CHRISTINE EVANS   |
| 11/23/2015       | 11/23/2015   | COMCAST CABLE COMM        | \$328.70           | CHRISTINE EVANS   |

|            |            |                          |            |                    |
|------------|------------|--------------------------|------------|--------------------|
| 11/25/2015 | 11/27/2015 | AMAZON MKTPLACE PMTS     | \$15.76    | CHRISTINE EVANS    |
| 11/13/2015 | 11/16/2015 | VIMEO PLUS+              | \$59.95    | MYCHAL FOWLDS      |
| 11/19/2015 | 11/20/2015 | AT SCENE LLC             | \$675.00   | MYCHAL FOWLDS      |
| 11/21/2015 | 11/23/2015 | COMCAST CABLE COMM       | \$68.95    | MYCHAL FOWLDS      |
| 11/23/2015 | 11/24/2015 | WW GRAINGER              | \$52.25    | MYCHAL FOWLDS      |
| 11/25/2015 | 11/27/2015 | HYDROCAD SOFTWARE        | \$240.00   | MYCHAL FOWLDS      |
| 11/25/2015 | 11/27/2015 | IDENTISYS INC.           | \$632.00   | MYCHAL FOWLDS      |
| 11/13/2015 | 11/16/2015 | SHI CORP                 | \$576.00   | NICK FRANZEN       |
| 11/15/2015 | 11/16/2015 | THAWTE                   | \$519.00   | NICK FRANZEN       |
| 11/19/2015 | 11/20/2015 | IDU*INSIGHT PUBLIC SEC   | \$2,935.95 | NICK FRANZEN       |
| 11/21/2015 | 11/23/2015 | BEST BUY MHT 00000158    | \$32.12    | NICK FRANZEN       |
| 11/23/2015 | 11/24/2015 | IDU*INSIGHT PUBLIC SEC   | \$94.00    | NICK FRANZEN       |
| 11/23/2015 | 11/24/2015 | BLS*KEYMETRICSOFTWARE    | \$285.40   | NICK FRANZEN       |
| 11/24/2015 | 11/25/2015 | IDU*INSIGHT PUBLIC SEC   | \$3,302.35 | NICK FRANZEN       |
| 11/24/2015 | 11/25/2015 | IDU*INSIGHT PUBLIC SEC   | \$4,488.99 | NICK FRANZEN       |
| 11/25/2015 | 11/27/2015 | IDU*INSIGHT PUBLIC SEC   | \$309.16   | NICK FRANZEN       |
| 11/25/2015 | 11/27/2015 | IDU*INSIGHT PUBLIC SEC   | \$1,463.36 | NICK FRANZEN       |
| 11/27/2015 | 11/27/2015 | AMAZON.COM               | \$495.98   | CAROLE GERNES      |
| 11/24/2015 | 11/25/2015 | BATTERIES PLUS #31       | \$9.95     | CLARENCE GERVAIS   |
| 11/17/2015 | 11/18/2015 | GRANDMAS BAKERY INC      | \$112.70   | CHRISTINE GIBSON   |
| 11/17/2015 | 11/18/2015 | GRANDMAS BAKERY INC      | \$90.72    | CHRISTINE GIBSON   |
| 11/17/2015 | 11/18/2015 | GRANDMAS BAKERY INC      | \$254.52   | CHRISTINE GIBSON   |
| 11/23/2015 | 11/25/2015 | HOBBY LOBBY #587         | \$23.46    | CHRISTINE GIBSON   |
| 11/24/2015 | 11/25/2015 | GRANDMAS BAKERY INC      | \$726.96   | CHRISTINE GIBSON   |
| 11/25/2015 | 11/27/2015 | GRAND CLEANERS           | \$16.63    | CHRISTINE GIBSON   |
| 11/17/2015 | 11/18/2015 | FRATTALLONES WOODBURY AC | \$92.07    | MARK HAAG          |
| 11/12/2015 | 11/16/2015 | THE HOME DEPOT 2801      | \$38.91    | TAMARA HAYS        |
| 11/18/2015 | 11/20/2015 | GRUBERS POWER EQUIPMENT  | \$9.78     | GARY HINNENKAMP    |
| 11/20/2015 | 11/23/2015 | MENARDS MAPLEWOOD MN     | \$10.00    | GARY HINNENKAMP    |
| 11/24/2015 | 11/25/2015 | JOHN DEERE LANDSCAPES530 | \$49.13    | GARY HINNENKAMP    |
| 11/24/2015 | 11/25/2015 | MILLS FLEET FARM 2700    | \$61.64    | GARY HINNENKAMP    |
| 11/23/2015 | 11/24/2015 | A-1 LAUNDRY              | \$18.27    | TIMOTHY HOFMEISTER |
| 11/25/2015 | 11/27/2015 | USPS 26833800033400730   | \$52.95    | ANN HUTCHINSON     |
| 11/16/2015 | 11/17/2015 | DALCO ENTERPRISES, INC   | \$801.76   | DAVID JAHN         |
| 11/18/2015 | 11/20/2015 | THE HOME DEPOT 2801      | \$59.95    | DAVID JAHN         |
| 11/19/2015 | 11/19/2015 | ADAMS PEST CONTROL       | \$318.00   | DAVID JAHN         |
| 11/19/2015 | 11/19/2015 | ADAMS PEST CONTROL       | \$91.39    | DAVID JAHN         |
| 11/19/2015 | 11/19/2015 | ADAMS PEST CONTROL       | \$170.00   | DAVID JAHN         |
| 11/24/2015 | 11/25/2015 | DALCO ENTERPRISES, INC   | \$203.50   | DAVID JAHN         |
| 11/18/2015 | 11/19/2015 | THE UPS STORE 2171       | \$14.66    | JUSTIN JAMES       |
| 11/19/2015 | 11/20/2015 | TARGET 00011858          | \$21.81    | JUSTIN JAMES       |
| 11/19/2015 | 11/19/2015 | U OF M CONTLEARNING      | \$305.00   | JON JAROSCH        |
| 11/16/2015 | 11/17/2015 | SPORTS AUTHORITY 0711    | \$89.99    | KEVIN JOHNSON      |
| 11/17/2015 | 11/19/2015 | MENARDS MAPLEWOOD MN     | \$80.43    | DON JONES          |
| 11/18/2015 | 11/19/2015 | U OF M CCE NONCREDIT     | \$65.00    | DON JONES          |
| 11/16/2015 | 11/18/2015 | OFFICE DEPOT #1080       | \$14.50    | LOIS KNUTSON       |
| 11/16/2015 | 11/18/2015 | OFFICE DEPOT #1079       | \$39.02    | LOIS KNUTSON       |
| 11/16/2015 | 11/18/2015 | OFFICE DEPOT #1090       | \$63.72    | LOIS KNUTSON       |
| 11/18/2015 | 11/19/2015 | FIRST SHRED              | \$7.15     | LOIS KNUTSON       |
| 11/20/2015 | 11/23/2015 | FIRST SHRED              | \$73.15    | LOIS KNUTSON       |
| 11/23/2015 | 11/25/2015 | BAMBU ASIAN CUISINE      | \$94.19    | LOIS KNUTSON       |
| 11/24/2015 | 11/24/2015 | PANERA BREAD #601305     | \$10.80    | LOIS KNUTSON       |
| 11/24/2015 | 11/25/2015 | WHITE BEAR AREA CHAMBE   | \$79.00    | LOIS KNUTSON       |
| 11/24/2015 | 11/27/2015 | OFFICE DEPOT #1090       | (\$13.18)  | LOIS KNUTSON       |
| 11/20/2015 | 11/23/2015 | UNIFORMS UNLIMITED INC.  | \$238.93   | TOMMY KONG         |
| 11/20/2015 | 11/23/2015 | HOLIDAY STNSTORE 0093    | \$27.16    | DAVID KVAM         |

|            |            |                           |            |                   |
|------------|------------|---------------------------|------------|-------------------|
| 11/25/2015 | 11/27/2015 | NAPA STORE 3279016        | \$70.98    | DAVID KVAM        |
| 11/16/2015 | 11/17/2015 | OVERHEAD DOOR COMPANY OF  | \$197.45   | STEVE LUKIN       |
| 11/16/2015 | 11/17/2015 | OVERHEAD DOOR COMPANY OF  | \$490.90   | STEVE LUKIN       |
| 11/16/2015 | 11/18/2015 | ASPEN MILLS INC.          | \$205.35   | STEVE LUKIN       |
| 11/17/2015 | 11/18/2015 | BEST BUY MHT 00000109     | \$160.67   | STEVE LUKIN       |
| 11/20/2015 | 11/23/2015 | MENARDS OAKDALE MN        | \$5.33     | STEVE LUKIN       |
| 11/25/2015 | 11/27/2015 | EMERGENCY APPARATUS MAINT | \$6,249.69 | STEVE LUKIN       |
| 11/20/2015 | 11/23/2015 | UNIFORMS UNLIMITED INC.   | \$123.36   | JASON MARINO      |
| 11/16/2015 | 11/17/2015 | SIERRA TRADING POST COM   | \$91.91    | ALESIA METRY      |
| 11/25/2015 | 11/27/2015 | UNIFORMS UNLIMITED INC.   | \$25.99    | BRIAN MICHELETTI  |
| 11/13/2015 | 11/16/2015 | BOUND TREE MEDICAL LLC    | \$19.56    | MICHAEL MONDOR    |
| 11/16/2015 | 11/18/2015 | EVEREST EMERGENCY VEHICLE | \$25.22    | MICHAEL MONDOR    |
| 11/18/2015 | 11/19/2015 | IN *PENGUIN COMMUNICATION | \$774.00   | MICHAEL MONDOR    |
| 11/20/2015 | 11/23/2015 | VALLEY TROPHY             | \$200.00   | MICHAEL MONDOR    |
| 11/25/2015 | 11/27/2015 | BOUND TREE MEDICAL LLC    | \$1,399.51 | MICHAEL MONDOR    |
| 11/17/2015 | 11/19/2015 | RED WING SHOE #727        | \$212.49   | RICHARD NORDQUIST |
| 11/18/2015 | 11/20/2015 | UNIFORMS UNLIMITED INC.   | \$122.98   | MICHAEL NYE       |
| 11/18/2015 | 11/20/2015 | UNIFORMS UNLIMITED INC.   | \$8.49     | MICHAEL NYE       |
| 11/20/2015 | 11/23/2015 | THE HOME DEPOT 2801       | \$34.70    | MICHAEL NYE       |
| 11/13/2015 | 11/16/2015 | AUTO PLUS LITTLE CANADA   | \$170.70   | STEVEN PRIEM      |
| 11/16/2015 | 11/17/2015 | AUTO PLUS LITTLE CANADA   | \$14.30    | STEVEN PRIEM      |
| 11/16/2015 | 11/17/2015 | AN FORD WHITE BEAR LAK    | \$90.90    | STEVEN PRIEM      |
| 11/17/2015 | 11/18/2015 | ZARNOTH BRUSH WORKS INC   | \$426.00   | STEVEN PRIEM      |
| 11/17/2015 | 11/18/2015 | AUTO PLUS LITTLE CANADA   | \$350.00   | STEVEN PRIEM      |
| 11/17/2015 | 11/18/2015 | AUTO PLUS LITTLE CANADA   | \$16.68    | STEVEN PRIEM      |
| 11/17/2015 | 11/19/2015 | TRI-STATE BOBCAT          | \$25.55    | STEVEN PRIEM      |
| 11/18/2015 | 11/19/2015 | DELEGARD TOOL COMPANY     | \$246.81   | STEVEN PRIEM      |
| 11/18/2015 | 11/19/2015 | AUTO PLUS LITTLE CANADA   | \$43.19    | STEVEN PRIEM      |
| 11/18/2015 | 11/19/2015 | AUTO PLUS LITTLE CANADA   | \$69.95    | STEVEN PRIEM      |
| 11/18/2015 | 11/19/2015 | AN FORD WHITE BEAR LAK    | \$397.57   | STEVEN PRIEM      |
| 11/18/2015 | 11/20/2015 | TRI-STATE BOBCAT          | \$71.74    | STEVEN PRIEM      |
| 11/18/2015 | 11/20/2015 | ZIEGLER INC - RETAIL      | \$19.49    | STEVEN PRIEM      |
| 11/18/2015 | 11/20/2015 | TERMINAL SUPPLY-MINN 7    | \$106.02   | STEVEN PRIEM      |
| 11/19/2015 | 11/20/2015 | HENRIKSEN ACE HARDWARE    | \$2.79     | STEVEN PRIEM      |
| 11/19/2015 | 11/20/2015 | AUTO PLUS LITTLE CANADA   | \$234.96   | STEVEN PRIEM      |
| 11/19/2015 | 11/20/2015 | TSS AUTOMOTIVE EQUIPMENT  | \$570.41   | STEVEN PRIEM      |
| 11/19/2015 | 11/20/2015 | AN FORD WHITE BEAR LAK    | \$401.69   | STEVEN PRIEM      |
| 11/19/2015 | 11/20/2015 | BAUER BUILT TIRE 18       | \$830.30   | STEVEN PRIEM      |
| 11/20/2015 | 11/23/2015 | KATH FUEL OFFICE          | \$105.96   | STEVEN PRIEM      |
| 11/20/2015 | 11/23/2015 | FASTENAL COMPANY01        | \$344.78   | STEVEN PRIEM      |
| 11/20/2015 | 11/23/2015 | FASTENAL COMPANY01        | \$32.36    | STEVEN PRIEM      |
| 11/20/2015 | 11/23/2015 | FASTENAL COMPANY01        | \$75.00    | STEVEN PRIEM      |
| 11/20/2015 | 11/23/2015 | CERTIFIED LABORATORIES    | \$291.02   | STEVEN PRIEM      |
| 11/20/2015 | 11/23/2015 | AUTO PLUS LITTLE CANADA   | \$112.16   | STEVEN PRIEM      |
| 11/20/2015 | 11/23/2015 | ZIEGLER INC COLUMBUS      | \$375.60   | STEVEN PRIEM      |
| 11/20/2015 | 11/23/2015 | POLAR CHEVROLET MAZDA     | \$61.60    | STEVEN PRIEM      |
| 11/23/2015 | 11/25/2015 | EMERGENCY AUTOMOTIVE      | \$58.52    | STEVEN PRIEM      |
| 11/24/2015 | 11/27/2015 | H AND L MESABI COMPANY    | \$399.29   | STEVEN PRIEM      |
| 11/16/2015 | 11/18/2015 | THE HOME DEPOT 2801       | \$3.97     | KELLY PRINS       |
| 11/19/2015 | 11/23/2015 | THE HOME DEPOT 2801       | \$69.98    | KELLY PRINS       |
| 11/23/2015 | 11/24/2015 | HIRSHFIELDS/MAPLEWOOD     | \$83.22    | KELLY PRINS       |
| 11/17/2015 | 11/19/2015 | MINNESOTA OCCUPATIONAL HE | \$182.20   | TERRIE RAMEAUX    |
| 11/17/2015 | 11/18/2015 | DALCO ENTERPRISES, INC    | \$344.07   | MICHAEL REILLY    |
| 11/17/2015 | 11/18/2015 | HILLYARD INC MINNEAPOLIS  | \$1,070.80 | MICHAEL REILLY    |
| 11/12/2015 | 11/16/2015 | POWDER BLUE PRODUCTIONS   | \$24.95    | LORI RESENDIZ     |
| 11/22/2015 | 11/23/2015 | LES MILLS WEST COAST INC  | \$34.95    | LORI RESENDIZ     |

|            |            |                           |           |                   |
|------------|------------|---------------------------|-----------|-------------------|
| 11/25/2015 | 11/27/2015 | PLASTICPRINTERS.COM       | \$574.99  | LORI RESENDIZ     |
| 11/14/2015 | 11/16/2015 | CTC*CONSTANTCONTACT.COM   | \$60.00   | AUDRA ROBBINS     |
| 11/17/2015 | 11/18/2015 | CUB FOODS #1599           | \$5.74    | AUDRA ROBBINS     |
| 11/17/2015 | 11/18/2015 | MICHAELS STORES 2744      | \$23.46   | AUDRA ROBBINS     |
| 11/13/2015 | 11/16/2015 | JOHN DEERE LANDSCAPES530  | \$42.60   | ROBERT RUNNING    |
| 11/17/2015 | 11/18/2015 | LILLIE SUBURBAN NEWSPAPER | \$81.00   | DEB SCHMIDT       |
| 11/14/2015 | 11/16/2015 | REPUBLIC SERVICES TRASH   | \$596.55  | SCOTT SCHULTZ     |
| 11/14/2015 | 11/18/2015 | CINTAS 60A SAP            | \$63.51   | SCOTT SCHULTZ     |
| 11/14/2015 | 11/18/2015 | CINTAS 60A SAP            | \$94.55   | SCOTT SCHULTZ     |
| 11/24/2015 | 11/25/2015 | MN RECREATION AND PARK A  | \$500.00  | SCOTT SCHULTZ     |
| 11/24/2015 | 11/25/2015 | MN RECREATION AND PARK A  | \$135.00  | SCOTT SCHULTZ     |
| 11/24/2015 | 11/27/2015 | SPOK INC                  | \$16.10   | SCOTT SCHULTZ     |
| 11/25/2015 | 11/27/2015 | FLEXIBLE PIPE TOOL COMPAN | \$178.00  | SCOTT SCHULTZ     |
| 11/20/2015 | 11/23/2015 | OFFICE DEPOT #1090        | \$399.02  | FAITH SHEPPERD    |
| 11/12/2015 | 11/16/2015 | LITTLE VENETIAN           | \$25.00   | MICHAEL SHORTREED |
| 11/13/2015 | 11/16/2015 | SUN BADGE COMPANY         | \$92.75   | MICHAEL SHORTREED |
| 11/17/2015 | 11/18/2015 | UNIFORMS UNLIMITED INC.   | \$502.87  | MICHAEL SHORTREED |
| 11/20/2015 | 11/23/2015 | FBI LEEDA INC             | \$50.00   | MICHAEL SHORTREED |
| 11/23/2015 | 11/24/2015 | GRAFIX SHOPPE             | \$256.20  | MICHAEL SHORTREED |
| 11/25/2015 | 11/27/2015 | HEALTHEAST TRANSPORTATN   | \$170.04  | MICHAEL SHORTREED |
| 11/16/2015 | 11/18/2015 | OFFICE DEPOT #1090        | \$96.22   | ANDREA SINDT      |
| 11/18/2015 | 11/19/2015 | IN *VIRTUE PRINTING       | \$244.35  | ANDREA SINDT      |
| 11/23/2015 | 11/25/2015 | OFFICE DEPOT #1090        | \$50.79   | ANDREA SINDT      |
| 11/25/2015 | 11/27/2015 | OFFICE DEPOT #1090        | \$67.44   | ANDREA SINDT      |
| 11/18/2015 | 11/19/2015 | FEDEXOFFICE 00006171      | \$368.63  | JAMES TAYLOR      |
| 11/14/2015 | 11/17/2015 | LE #869 WOODBURY          | \$83.70   | PAUL THEISEN      |
| 11/16/2015 | 11/17/2015 | LANDS END                 | (\$44.25) | PAUL THEISEN      |
| 11/17/2015 | 11/18/2015 | LANDMARK RAMP             | \$8.00    | MICHAEL THOMPSON  |
| 11/24/2015 | 11/27/2015 | OFFICE DEPOT #1090        | \$48.06   | KAREN WACHAL      |
| 11/12/2015 | 11/16/2015 | THE HOME DEPOT 2801       | (\$10.41) | TAMMY WYLIE       |
| 11/13/2015 | 11/16/2015 | OFFICE DEPOT #1090        | \$80.32   | TAMMY WYLIE       |
| 11/13/2015 | 11/16/2015 | OFFICE DEPOT #1090        | \$146.71  | TAMMY WYLIE       |
| 11/13/2015 | 11/16/2015 | AMAZON MKTPLACE PMTS      | \$49.98   | TAMMY WYLIE       |
| 11/16/2015 | 11/17/2015 | AMAZON MKTPLACE PMTS      | \$57.96   | TAMMY WYLIE       |
| 11/20/2015 | 11/23/2015 | OFFICE DEPOT #1090        | \$35.52   | TAMMY WYLIE       |
| 11/24/2015 | 11/27/2015 | SIRCHIE FINGER PRINT LABO | \$45.84   | TAMMY WYLIE       |
| 11/26/2015 | 11/27/2015 | ULINE *SHIP SUPPLIES      | \$94.12   | TAMMY WYLIE       |
| 11/24/2015 | 11/27/2015 | UNIFORMS UNLIMITED INC.   | \$918.86  | KAO XIONG         |
| 11/18/2015 | 11/19/2015 | DALCO ENTERPRISES, INC    | \$185.64  | SUSAN ZWIEG       |
| 11/23/2015 | 11/24/2015 | DALCO ENTERPRISES, INC    | \$32.30   | SUSAN ZWIEG       |

\$70,389.30

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,<br/>Severance,<br/>Conversion<br/>incl in Amount</u> |
|----------------|-------------------|----------------------|---------------|--|
|                | 11/20/15          | ABRAMS, MARYLEE      | 430.99        |  |
|                | 11/20/15          | CARDINAL, ROBERT     | 430.99        |  |
|                | 11/20/15          | JUENEMANN, KATHLEEN  | 430.99        |  |
|                | 11/20/15          | KOPPEN, MARVIN       | 430.99        |  |
|                | 11/20/15          | SLAWIK, NORA         | 489.68        |  |
|                | 11/20/15          | COLEMAN, MELINDA     | 5,425.56      |  |
|                | 11/20/15          | FUNK, MICHAEL        | 4,679.30      |  |
|                | 11/20/15          | KNUTSON, LOIS        | 2,776.44      |  |
|                | 11/20/15          | CHRISTENSON, SCOTT   | 2,100.37      |  |
|                | 11/20/15          | JAHN, DAVID          | 1,978.23      |  |
|                | 11/20/15          | BURLINGAME, SARAH    | 2,380.50      |  |
|                | 11/20/15          | KNUTSON, ALEC        | 408.00        |  |
|                | 11/20/15          | RAMEAUX, THERESE     | 3,283.59      |  |
|                | 11/20/15          | BAUMAN, GAYLE        | 4,977.28      |  |
|                | 11/20/15          | OSWALD, BRENDA       | 2,079.06      |  |
|                | 11/20/15          | ANDERSON, CAROLE     | 1,100.66      |  |
|                | 11/20/15          | DEBILZAN, JUDY       | 2,257.97      |  |
|                | 11/20/15          | RUEB, JOSEPH         | 3,180.20      |  |
|                | 11/20/15          | ARNOLD, AJLA         | 1,449.10      |  |
|                | 11/20/15          | BEGGS, REGAN         | 1,803.21      |  |
|                | 11/20/15          | HAAG, KAREN          | 4,660.99      |  |
|                | 11/20/15          | LO, CHING            | 1,057.30      |  |
|                | 11/20/15          | SCHMIDT, DEBORAH     | 3,248.90      |  |
|                | 11/20/15          | SPANGLER, EDNA       | 1,310.58      |  |
|                | 11/20/15          | CRAWFORD, LEIGH      | 1,942.77      |  |
|                | 11/20/15          | LARSON, MICHELLE     | 2,020.38      |  |
|                | 11/20/15          | MECHELKE, SHERRIE    | 1,212.22      |  |
|                | 11/20/15          | MOY, PAMELA          | 1,616.30      |  |
|                | 11/20/15          | OSTER, ANDREA        | 2,027.02      |  |
|                | 11/20/15          | RICHTER, CHARLENE    | 1,260.14      |  |
|                | 11/20/15          | VITT, SANDRA         | 1,302.43      |  |
|                | 11/20/15          | WEAVER, KRISTINE     | 2,507.39      |  |
|                | 11/20/15          | CARLE, JEANETTE      | 192.00        |  |
|                | 11/20/15          | JAGOE, CAROL         | 178.35        | 10.35  |
|                | 11/20/15          | MAHRE, GERALDINE     | 174.00        |  |
|                | 11/20/15          | THOMALLA, CAROL      | 206.01        | 2.01   |
|                | 11/20/15          | CORCORAN, THERESA    | 2,022.59      |  |
|                | 11/20/15          | KVAM, DAVID          | 4,506.18      |  |
|                | 11/20/15          | SCHNELL, PAUL        | 5,196.61      |  |
|                | 11/20/15          | SHEA, STEPHANIE      | 1,593.17      |  |
|                | 11/20/15          | SHEPPERD, FAITH      | 2,003.88      |  |
|                | 11/20/15          | SHORTREED, MICHAEL   | 4,379.47      |  |
|                | 11/20/15          | WYLIE, TAMMY         | 1,781.97      |  |
|                | 11/20/15          | ABEL, CLINT          | 3,143.94      |  |
|                | 11/20/15          | ALDRIDGE, MARK       | 3,636.32      |  |
|                | 11/20/15          | BAKKE, LONN          | 3,357.32      |  |
|                | 11/20/15          | BARTZ, PAUL          | 5,386.39      |  |
|                | 11/20/15          | BELDE, STANLEY       | 3,764.85      | 297.54   |
|                | 11/20/15          | BENJAMIN, MARKESE    | 3,405.76      |  |
|                | 11/20/15          | BIERDEMAN, BRIAN     | 4,602.93      |  |
|                | 11/20/15          | BUSACK, DANIEL       | 5,145.78      |  |
|                | 11/20/15          | CARNES, JOHN         | 2,899.44      |  |

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|----------|------------------------|----------|-------|
| 11/20/15 | CROTTY, KERRY          | 3,986.40 |       |
| 11/20/15 | DEMULLING, JOSEPH      | 3,674.35 |       |
| 11/20/15 | DUGAS, MICHAEL         | 3,886.37 |       |
| 11/20/15 | ERICKSON, VIRGINIA     | 3,807.96 |       |
| 11/20/15 | FISHER, CASSANDRA      | 1,540.00 |       |
| 11/20/15 | FORSYTHE, MARCUS       | 3,059.67 |       |
| 11/20/15 | FRITZE, DEREK          | 4,710.49 |       |
| 11/20/15 | GABRIEL, ANTHONY       | 3,791.99 |       |
| 11/20/15 | HAWKINSON JR, TIMOTHY  | 3,628.89 |       |
| 11/20/15 | HER, PHENG             | 3,059.67 |       |
| 11/20/15 | HIEBERT, STEVEN        | 3,540.27 | 28.93 |
| 11/20/15 | HOEMKE, MICHAEL        | 2,500.98 |       |
| 11/20/15 | HOFMEISTER, TIMOTHY    | 496.00   |       |
| 11/20/15 | JAMES JR, JUSTIN       | 543.75   |       |
| 11/20/15 | JASKOWIAK, AMANDA      | 480.00   |       |
| 11/20/15 | JOHNSON, KEVIN         | 3,887.90 |       |
| 11/20/15 | KONG, TOMMY            | 3,403.48 |       |
| 11/20/15 | KREKELER, NICHOLAS     | 1,048.87 |       |
| 11/20/15 | KROLL, BRETT           | 3,360.03 |       |
| 11/20/15 | LANGNER, SCOTT         | 3,129.33 |       |
| 11/20/15 | LANGNER, TODD          | 3,349.26 |       |
| 11/20/15 | LYNCH, KATHERINE       | 3,004.33 |       |
| 11/20/15 | MARINO, JASON          | 3,504.22 |       |
| 11/20/15 | MCCARTY, GLEN          | 3,853.20 |       |
| 11/20/15 | METRY, ALESIA          | 5,217.50 |       |
| 11/20/15 | MICHELETTI, BRIAN      | 2,931.19 |       |
| 11/20/15 | MULVIHILL, MARIA       | 2,629.05 |       |
| 11/20/15 | NYE, MICHAEL           | 4,153.55 |       |
| 11/20/15 | OLDING, PARKER         | 2,654.10 |       |
| 11/20/15 | OLSON, JULIE           | 3,129.33 |       |
| 11/20/15 | PARKER, JAMES          | 3,004.33 |       |
| 11/20/15 | PETERSON, JARED        | 2,297.85 |       |
| 11/20/15 | REZNY, BRADLEY         | 4,140.84 |       |
| 11/20/15 | SCHOEN, ZACHARY        | 2,767.94 |       |
| 11/20/15 | SLATER, BENJAMIN       | 2,330.22 |       |
| 11/20/15 | STARKEY, ROBERT        | 551.00   |       |
| 11/20/15 | STEINER, JOSEPH        | 4,153.69 |       |
| 11/20/15 | SYPNIEWSKI, WILLIAM    | 3,066.73 |       |
| 11/20/15 | TAUZELL, BRIAN         | 3,004.33 |       |
| 11/20/15 | THEISEN, PAUL          | 4,228.54 |       |
| 11/20/15 | THIENES, PAUL          | 4,163.45 |       |
| 11/20/15 | VANG, PAM              | 2,260.50 |       |
| 11/20/15 | WENZEL, JAY            | 3,360.03 |       |
| 11/20/15 | XIONG, KAO             | 3,504.22 |       |
| 11/20/15 | ZAPPA, ANDREW          | 2,356.86 |       |
| 11/20/15 | ANDERSON, BRIAN        | 340.81   |       |
| 11/20/15 | BAHL, DAVID            | 120.00   |       |
| 11/20/15 | BASSETT, BRENT         | 462.97   |       |
| 11/20/15 | BAUMAN, ANDREW         | 3,341.09 |       |
| 11/20/15 | BEITLER, NATHAN        | 154.33   |       |
| 11/20/15 | BOURQUIN, RON          | 1,063.30 |       |
| 11/20/15 | CAPISTRANT, JOHN       | 457.50   |       |
| 11/20/15 | COREY, ROBERT          | 392.25   |       |
| 11/20/15 | CRAWFORD - JR, RAYMOND | 4,304.29 |       |
| 11/20/15 | CRUMMY, CHARLES        | 392.24   |       |
| 11/20/15 | DABRUZZI, THOMAS       | 3,165.76 |       |
| 11/20/15 | DAWSON, RICHARD        | 3,542.76 |       |
| 11/20/15 | EVERSON, PAUL          | 4,236.86 |       |
| 11/20/15 | HAGEN, MICHAEL         | 321.50   |       |
| 11/20/15 | HALE, JOSEPH           | 427.50   |       |
| 11/20/15 | HALWEG, JODI           | 3,199.15 |       |
| 11/20/15 | HAWTHORNE, ROCHELLE    | 4,441.30 |       |
| 11/20/15 | HUTCHINSON, JAMES      | 405.00   |       |

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|----------|----------------------|----------|
| 11/20/15 | JANSEN, CHAD         | 257.22   |
| 11/20/15 | JUREK, GREGORY       | 462.97   |
| 11/20/15 | KANE, ROBERT         | 1,113.75 |
| 11/20/15 | KARRAS, JAMIE        | 154.33   |
| 11/20/15 | KERSKA, JOSEPH       | 1,298.90 |
| 11/20/15 | KONDER, RONALD       | 745.94   |
| 11/20/15 | KUBAT, ERIC          | 3,162.40 |
| 11/20/15 | LINDER, TIMOTHY      | 3,162.40 |
| 11/20/15 | LOCHEN, MICHAEL      | 493.07   |
| 11/20/15 | MERKATORIS, BRETT    | 344.03   |
| 11/20/15 | MONDOR, MICHAEL      | 3,958.19 |
| 11/20/15 | MORGAN, JEFFERY      | 181.09   |
| 11/20/15 | NIELSEN, KENNETH     | 360.00   |
| 11/20/15 | NOVAK, JEROME        | 3,542.76 |
| 11/20/15 | NOWICKI, PAUL        | 167.18   |
| 11/20/15 | OLSON, JAMES         | 3,312.82 |
| 11/20/15 | OPHEIM, JOHN         | 427.50   |
| 11/20/15 | PACHECO, ALPHONSE    | 360.11   |
| 11/20/15 | PARROW, JOSHUA       | 205.76   |
| 11/20/15 | PETERSON, MARK       | 840.00   |
| 11/20/15 | PETERSON, ROBERT     | 3,649.55 |
| 11/20/15 | POWERS, KENNETH      | 739.47   |
| 11/20/15 | RAINEY, JAMES        | 1,298.89 |
| 11/20/15 | RANGEL, DERRICK      | 334.38   |
| 11/20/15 | RICE, CHRISTOPHER    | 128.60   |
| 11/20/15 | RODDY, BRETT         | 308.64   |
| 11/20/15 | RODRIGUEZ, ROBERTO   | 192.92   |
| 11/20/15 | SEDLACEK, JEFFREY    | 3,502.27 |
| 11/20/15 | STREFF, MICHAEL      | 3,710.67 |
| 11/20/15 | SVENDSEN, RONALD     | 3,793.31 |
| 11/20/15 | TROXEL, REID         | 565.88   |
| 11/20/15 | GERVAIS-JR, CLARENCE | 4,239.86 |
| 11/20/15 | LUKIN, STEVEN        | 4,939.44 |
| 11/20/15 | ZWIEG, SUSAN         | 1,238.00 |
| 11/20/15 | CORTESI, LUANNE      | 2,020.37 |
| 11/20/15 | SINDT, ANDREA        | 2,654.60 |
| 11/20/15 | BRINK, TROY          | 2,909.95 |
| 11/20/15 | BUCKLEY, BRENT       | 2,300.27 |
| 11/20/15 | DEBILZAN, THOMAS     | 2,318.50 |
| 11/20/15 | EDGE, DOUGLAS        | 2,280.10 |
| 11/20/15 | JONES, DONALD        | 2,302.50 |
| 11/20/15 | MEISSNER, BRENT      | 2,316.27 |
| 11/20/15 | NAGEL, BRYAN         | 3,814.31 |
| 11/20/15 | OSWALD, ERICK        | 2,368.53 |
| 11/20/15 | RUIZ, RICARDO        | 1,922.67 |
| 11/20/15 | RUNNING, ROBERT      | 2,540.67 |
| 11/20/15 | TEVLIN, TODD         | 2,332.27 |
| 11/20/15 | BURLINGAME, NATHAN   | 2,561.78 |
| 11/20/15 | DUCHARME, JOHN       | 2,915.02 |
| 11/20/15 | ENGSTROM, ANDREW     | 2,935.87 |
| 11/20/15 | JAROSCH, JONATHAN    | 3,419.63 |
| 11/20/15 | LINDBLOM, RANDAL     | 2,915.03 |
| 11/20/15 | LOVE, STEVEN         | 3,929.38 |
| 11/20/15 | THOMPSON, MICHAEL    | 4,952.44 |
| 11/20/15 | ZIEMAN, SCOTT        | 184.00   |
| 11/20/15 | JANASZAK, MEGHAN     | 1,985.97 |
| 11/20/15 | KONEWKO, DUWAYNE     | 4,722.81 |
| 11/20/15 | HAMRE, MILES         | 1,852.00 |
| 11/20/15 | HAYS, TAMARA         | 1,866.87 |
| 11/20/15 | HINNENKAMP, GARY     | 2,877.44 |
| 11/20/15 | NAUGHTON, JOHN       | 2,308.92 |
| 11/20/15 | NORDQUIST, RICHARD   | 2,287.20 |
| 11/20/15 | ORE, JORDAN          | 1,902.67 |

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|----------|-----------------------|----------|--------|
| 11/20/15 | BIESANZ, OAKLEY       | 1,767.40 |        |
| 11/20/15 | DEAVER, CHARLES       | 485.51   |        |
| 11/20/15 | GERNES, CAROLE        | 402.52   |        |
| 11/20/15 | HAYMAN, JANET         | 1,361.18 |        |
| 11/20/15 | HUTCHINSON, ANN       | 2,845.81 |        |
| 11/20/15 | SOUTTER, CHRISTINE    | 113.75   |        |
| 11/20/15 | WACHAL, KAREN         | 1,106.88 | 59.80  |
| 11/20/15 | GAYNOR, VIRGINIA      | 3,478.53 |        |
| 11/20/15 | HOIER, KARA           | 794.47   |        |
| 11/20/15 | JOHNSON, ELIZABETH    | 1,590.05 |        |
| 11/20/15 | KROLL, LISA           | 2,092.37 |        |
| 11/20/15 | FINWALL, SHANN        | 3,518.07 |        |
| 11/20/15 | LORENZ, DANIELA       | 420.00   |        |
| 11/20/15 | MARTIN, MICHAEL       | 3,338.93 |        |
| 11/20/15 | BRASH, JASON          | 2,855.87 |        |
| 11/20/15 | CARVER, NICHOLAS      | 4,473.03 |        |
| 11/20/15 | SWAN, DAVID           | 2,939.57 |        |
| 11/20/15 | SWANSON, CHRIS        | 1,951.57 |        |
| 11/20/15 | WEIDNER, JAMES        | 1,408.00 |        |
| 11/20/15 | WELLENS, MOLLY        | 1,898.61 |        |
| 11/20/15 | BJORK, BRANDON        | 294.25   |        |
| 11/20/15 | BRENEMAN, NEIL        | 2,533.34 |        |
| 11/20/15 | CULVER, BAILEY        | 50.00    |        |
| 11/20/15 | GORACKI, GERALD       | 61.75    |        |
| 11/20/15 | GUENTHER, THOMAS      | 36.00    |        |
| 11/20/15 | JACOBS, ROCHELLE      | 315.00   |        |
| 11/20/15 | LOPEZ, ANGELA         | 70.00    |        |
| 11/20/15 | MARIANI, ISABELLA     | 112.00   |        |
| 11/20/15 | ROBBINS, AUDRA        | 3,480.21 | -90.00 |
| 11/20/15 | ROBBINS, CAMDEN       | 286.00   |        |
| 11/20/15 | RUSS, KAYLA           | 246.88   |        |
| 11/20/15 | RYCHLICKI, NICHOLE    | 190.00   |        |
| 11/20/15 | TAYLOR, JAMES         | 3,570.21 |        |
| 11/20/15 | VUKICH, CANDACE       | 300.00   |        |
| 11/20/15 | ADAMS, DAVID          | 2,185.60 |        |
| 11/20/15 | HAAG, MARK            | 2,784.31 |        |
| 11/20/15 | JENSEN, JOSEPH        | 1,815.47 |        |
| 11/20/15 | SCHULTZ, SCOTT        | 3,856.84 |        |
| 11/20/15 | WILBER, JEFFREY       | 2,108.13 |        |
| 11/20/15 | BARAHONA, FREYA       | 355.50   |        |
| 11/20/15 | CRANDALL, KRISTA      | 148.85   |        |
| 11/20/15 | DIONNE, ANN           | 414.76   |        |
| 11/20/15 | EVANS, CHRISTINE      | 2,152.56 |        |
| 11/20/15 | GIBSON, CHRISTINE     | 2,079.97 |        |
| 11/20/15 | HENDRICKS, JENNIFER   | 538.90   |        |
| 11/20/15 | HOFMEISTER, MARY      | 1,384.42 |        |
| 11/20/15 | KRECH, TRAVIS         | 198.00   |        |
| 11/20/15 | KUHN, MATTHEW         | 222.75   |        |
| 11/20/15 | O'CONNER, TERRINA     | 688.75   |        |
| 11/20/15 | RUZICHKA, JANICE      | 220.00   |        |
| 11/20/15 | SKRYPEK, JOSHUA       | 564.41   |        |
| 11/20/15 | ST SAUVER, CRAIG      | 514.50   |        |
| 11/20/15 | WISTL, MOLLY          | 161.26   |        |
| 11/20/15 | YANG, YOUA            | 291.50   |        |
| 11/20/15 | BEAR, AMANDA          | 178.50   |        |
| 11/20/15 | BUCKLEY, BRITTANY     | 30.15    |        |
| 11/20/15 | BUTLER, ANGELA        | 118.63   |        |
| 11/20/15 | CLARK, PAMELA         | 94.05    |        |
| 11/20/15 | DEMPSEY, BETH         | 395.27   |        |
| 11/20/15 | ERICKSON-CLARK, CAROL | 37.50    |        |
| 11/20/15 | GARTNER, DARYL        | 50.75    |        |
| 11/20/15 | GRUENHAGEN, LINDA     | 551.16   |        |
| 11/20/15 | GUSTAFSON, BRENDA     | 95.00    |        |

|          |          |                           |            |        |
|----------|----------|---------------------------|------------|--------|
|          | 11/20/15 | HAASCH, ANGELA            | 66.50      |        |
|          | 11/20/15 | HOLMBERG, LADONNA         | 153.76     |        |
|          | 11/20/15 | IACARELLA-FUDALI, BARBARA | 114.00     |        |
|          | 11/20/15 | JOHNSON, BARBARA          | 459.91     |        |
|          | 11/20/15 | LAMSON, ELIANA            | 27.38      |        |
|          | 11/20/15 | MCKILLOP, AMANDA          | 199.89     |        |
|          | 11/20/15 | MUSKAT, JULIE             | 121.76     |        |
|          | 11/20/15 | NITZ, CARA                | 349.60     |        |
|          | 11/20/15 | OHS, CYNTHIA              | 151.13     |        |
|          | 11/20/15 | RANEY, COURTNEY           | 803.66     |        |
|          | 11/20/15 | RESENDIZ, LORI            | 2,966.45   | 156.98 |
|          | 11/20/15 | ROLLERSON, TERRANCE       | 30.38      |        |
|          | 11/20/15 | ROMERO, JENNIFER          | 70.50      |        |
|          | 11/20/15 | SCHERER, KATHLENE         | 145.20     |        |
|          | 11/20/15 | SCHREIER, ROSEMARIE       | 122.76     |        |
|          | 11/20/15 | SMITH, ANN                | 124.80     |        |
|          | 11/20/15 | SMITH, JEROME             | 168.63     |        |
|          | 11/20/15 | SMITLEY, SHARON           | 215.73     |        |
|          | 11/20/15 | TREPANIER, TODD           | 244.14     |        |
|          | 11/20/15 | TRUONG, CHAU              | 56.00      |        |
|          | 11/20/15 | TUPY, MARCUS              | 96.00      |        |
|          | 11/20/15 | WAGNER, JODY              | 115.00     |        |
|          | 11/20/15 | WAKEM, CAITLYN            | 36.00      |        |
|          | 11/20/15 | YANG, JUDY                | 176.00     |        |
|          | 11/20/15 | ZIMMERMAN, JANE           | 172.01     |        |
|          | 11/20/15 | BILJAN, MERANDA           | 144.00     |        |
|          | 11/20/15 | BOSLEY, CAROL             | 130.50     |        |
|          | 11/20/15 | BUTLER-MILLER, JADE       | 112.50     |        |
|          | 11/20/15 | CHRISTAL, JENNIFER        | 32.50      |        |
|          | 11/20/15 | ELLISON, LELIA            | 117.00     |        |
|          | 11/20/15 | FRANZMEIER, EILEEN        | 96.75      |        |
|          | 11/20/15 | GRACE, EMILY              | 204.76     |        |
|          | 11/20/15 | MOSLOSKI, JESSICA         | 99.00      |        |
|          | 11/20/15 | AUSTIN, CATHERINE         | 180.00     |        |
|          | 11/20/15 | CRAWFORD, SHAWN           | 562.50     |        |
|          | 11/20/15 | CRAYNE, WILLIAM           | 216.00     |        |
|          | 11/20/15 | DOUGLASS, TOM             | 2,397.74   |        |
|          | 11/20/15 | HEINTZ, JOSHUA            | 231.75     |        |
|          | 11/20/15 | KRECH, ELAINE             | 689.92     |        |
|          | 11/20/15 | MAIDMENT, COLIN           | 714.92     |        |
|          | 11/20/15 | MALONEY, SHAUNA           | 63.00      |        |
|          | 11/20/15 | PRINS, KELLY              | 2,003.89   |        |
|          | 11/20/15 | REILLY, MICHAEL           | 2,247.29   |        |
|          | 11/20/15 | STEFFEN, MICHAEL          | 108.00     |        |
|          | 11/20/15 | OJCZYK, CYNTHIA           | 288.00     |        |
|          | 11/20/15 | PRIEM, STEVEN             | 2,585.69   |        |
|          | 11/20/15 | WOEHRLE, MATTHEW          | 2,385.59   |        |
|          | 11/20/15 | XIONG, BOON               | 1,665.07   |        |
|          | 11/20/15 | BERGO, CHAD               | 2,907.76   |        |
|          | 11/20/15 | FOWLDS, MYCHAL            | 4,096.38   |        |
|          | 11/20/15 | FRANZEN, NICHOLAS         | 3,675.28   |        |
| 99101918 | 11/20/15 | ABBOTT, MCKENZIE          | 84.00      |        |
| 99101919 | 11/20/15 | ERICKSON, MOLLY           | 42.00      |        |
| 99101920 | 11/20/15 | KRENZ, KATELYN            | 28.00      |        |
| 99101921 | 11/20/15 | SWIECH, CAITLYN           | 126.00     |        |
| 99101922 | 11/20/15 | SWIECH, TAYLOR            | 42.00      |        |
| 99101923 | 11/20/15 | AUBUCHON, IMAGINARA       | 138.00     |        |
| 99101924 | 11/20/15 | VANG, VICHAI              | 55.00      |        |
|          |          |                           | 530,931.33 |        |

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,<br/>Severance,<br/>Conversion<br/>incl in Amount</u> |
|----------------|-------------------|----------------------|---------------|--|
|                | 12/04/15          | ABRAMS, MARYLEE      | 430.99        |  |
|                | 12/04/15          | CARDINAL, ROBERT     | 430.99        |  |
|                | 12/04/15          | JUENEMANN, KATHLEEN  | 430.99        |  |
|                | 12/04/15          | KOPPEN, MARVIN       | 430.99        |  |
|                | 12/04/15          | SLAWIK, NORA         | 489.68        |  |
|                | 12/04/15          | COLEMAN, MELINDA     | 5,925.56      |  |
|                | 12/04/15          | FUNK, MICHAEL        | 5,079.30      |  |
|                | 12/04/15          | KNUTSON, LOIS        | 2,503.61      |  |
|                | 12/04/15          | CHRISTENSON, SCOTT   | 2,126.29      |  |
|                | 12/04/15          | JAHN, DAVID          | 2,242.00      |  |
|                | 12/04/15          | BURLINGAME, SARAH    | 2,380.50      |  |
|                | 12/04/15          | RAMEAUX, THERESE     | 3,283.59      |  |
|                | 12/04/15          | BAUMAN, GAYLE        | 5,177.28      |  |
|                | 12/04/15          | OSWALD, BRENDA       | 2,079.08      |  |
|                | 12/04/15          | ANDERSON, CAROLE     | 1,232.15      |  |
|                | 12/04/15          | DEBILZAN, JUDY       | 2,257.97      |  |
|                | 12/04/15          | RUEB, JOSEPH         | 3,180.20      |  |
|                | 12/04/15          | ARNOLD, AJLA         | 1,921.50      |  |
|                | 12/04/15          | BEGGS, REGAN         | 1,803.20      |  |
|                | 12/04/15          | HAAG, KAREN          | 4,860.99      |  |
|                | 12/04/15          | KELSEY, CONNIE       | 352.50        |  |
|                | 12/04/15          | LO, CHING            | 834.99        |  |
|                | 12/04/15          | SCHMIDT, DEBORAH     | 3,248.90      |  |
|                | 12/04/15          | SPANGLER, EDNA       | 1,605.66      |  |
|                | 12/04/15          | CRAWFORD, LEIGH      | 1,942.77      |  |
|                | 12/04/15          | LARSON, MICHELLE     | 2,020.38      |  |
|                | 12/04/15          | MECHELKE, SHERRIE    | 1,212.22      |  |
|                | 12/04/15          | MOY, PAMELA          | 1,714.66      |  |
|                | 12/04/15          | OSTER, ANDREA        | 2,027.02      |  |
|                | 12/04/15          | RICHTER, CHARLENE    | 976.70        |  |
|                | 12/04/15          | VITT, SANDRA         | 923.50        |  |
|                | 12/04/15          | WEAVER, KRISTINE     | 2,507.39      |  |
|                | 12/04/15          | CORCORAN, THERESA    | 2,022.59      |  |
|                | 12/04/15          | KVAM, DAVID          | 4,506.18      |  |
|                | 12/04/15          | SCHNELL, PAUL        | 5,196.61      |  |
|                | 12/04/15          | SHEA, STEPHANIE      | 1,593.18      |  |
|                | 12/04/15          | SHEPPERD, FAITH      | 2,003.88      |  |
|                | 12/04/15          | SHORTREED, MICHAEL   | 4,379.47      |  |
|                | 12/04/15          | WYLIE, TAMMY         | 1,781.97      |  |
|                | 12/04/15          | ABEL, CLINT          | 3,403.48      |  |
|                | 12/04/15          | ALDRIDGE, MARK       | 3,703.81      |  |
|                | 12/04/15          | BAKKE, LONN          | 3,357.32      |  |
|                | 12/04/15          | BARTZ, PAUL          | 3,357.32      |  |
|                | 12/04/15          | BELDE, STANLEY       | 3,477.19      |  |
|                | 12/04/15          | BENJAMIN, MARKESE    | 3,377.51      |  |
|                | 12/04/15          | BIERDEMAN, BRIAN     | 4,411.59      |  |
|                | 12/04/15          | BUSACK, DANIEL       | 4,027.98      |  |
|                | 12/04/15          | CARNES, JOHN         | 3,112.92      |  |
|                | 12/04/15          | CROTTY, KERRY        | 4,125.61      |  |
|                | 12/04/15          | DEMULLING, JOSEPH    | 4,164.06      |  |

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|----------|------------------------|----------|--------|
| 12/04/15 | DUGAS, MICHAEL         | 4,717.61 |        |
| 12/04/15 | ERICKSON, VIRGINIA     | 3,385.94 |        |
| 12/04/15 | FISHER, CASSANDRA      | 1,540.01 |        |
| 12/04/15 | FORSYTHE, MARCUS       | 3,239.69 |        |
| 12/04/15 | FRITZE, DEREK          | 3,237.49 |        |
| 12/04/15 | GABRIEL, ANTHONY       | 4,688.68 | 360.00 |
| 12/04/15 | HAWKINSON JR, TIMOTHY  | 3,677.68 |        |
| 12/04/15 | HER, PHENG             | 3,225.67 |        |
| 12/04/15 | HIEBERT, STEVEN        | 3,479.68 |        |
| 12/04/15 | HOEMKE, MICHAEL        | 2,949.23 |        |
| 12/04/15 | HOFMEISTER, TIMOTHY    | 511.24   | 15.24  |
| 12/04/15 | JAMES JR, JUSTIN       | 464.00   |        |
| 12/04/15 | JASKOWIAK, AMANDA      | 480.00   |        |
| 12/04/15 | JOHNSON, KEVIN         | 4,283.32 |        |
| 12/04/15 | KONG, TOMMY            | 3,244.68 |        |
| 12/04/15 | KREKELER, NICHOLAS     | 1,048.87 |        |
| 12/04/15 | KROLL, BRETT           | 3,417.71 |        |
| 12/04/15 | LANGNER, SCOTT         | 3,129.33 |        |
| 12/04/15 | LANGNER, TODD          | 3,518.77 |        |
| 12/04/15 | LYNCH, KATHERINE       | 3,004.33 |        |
| 12/04/15 | MARINO, JASON          | 3,273.52 |        |
| 12/04/15 | MCCARTY, GLEN          | 3,716.04 |        |
| 12/04/15 | METRY, ALESIA          | 3,360.96 |        |
| 12/04/15 | MICHELETTI, BRIAN      | 2,838.97 |        |
| 12/04/15 | MULVIHILL, MARIA       | 2,842.50 |        |
| 12/04/15 | NYE, MICHAEL           | 4,538.68 |        |
| 12/04/15 | OLDING, PARKER         | 2,920.77 |        |
| 12/04/15 | OLSON, JULIE           | 3,360.03 |        |
| 12/04/15 | PARKER, JAMES          | 3,207.59 |        |
| 12/04/15 | PETERSON, JARED        | 2,232.36 |        |
| 12/04/15 | REZNY, BRADLEY         | 3,526.27 |        |
| 12/04/15 | SCHOEN, ZACHARY        | 2,711.02 |        |
| 12/04/15 | SLATER, BENJAMIN       | 330.22   |        |
| 12/04/15 | STARKEY, ROBERT        | 471.25   |        |
| 12/04/15 | STEINER, JOSEPH        | 3,763.69 |        |
| 12/04/15 | SYPNIEWSKI, WILLIAM    | 3,688.29 |        |
| 12/04/15 | TAUZELL, BRIAN         | 3,488.70 |        |
| 12/04/15 | THEISEN, PAUL          | 3,300.09 |        |
| 12/04/15 | THIENES, PAUL          | 4,301.99 |        |
| 12/04/15 | VANG, PAM              | 2,195.01 |        |
| 12/04/15 | WENZEL, JAY            | 3,321.58 |        |
| 12/04/15 | XIONG, KAO             | 3,172.78 |        |
| 12/04/15 | ZAPPA, ANDREW          | 2,493.81 |        |
| 12/04/15 | ANDERSON, BRIAN        | 411.55   |        |
| 12/04/15 | BAHL, DAVID            | 401.25   |        |
| 12/04/15 | BASSETT, BRENT         | 131.83   |        |
| 12/04/15 | BAUMAN, ANDREW         | 2,933.77 |        |
| 12/04/15 | BEITLER, NATHAN        | 499.92   |        |
| 12/04/15 | BOURQUIN, RON          | 1,029.00 |        |
| 12/04/15 | CAPISTRANT, JACOB      | 389.03   |        |
| 12/04/15 | CAPISTRANT, JOHN       | 491.25   |        |
| 12/04/15 | COREY, ROBERT          | 458.90   |        |
| 12/04/15 | CRAWFORD - JR, RAYMOND | 3,784.70 |        |
| 12/04/15 | CRUMMY, CHARLES        | 205.76   |        |
| 12/04/15 | DABRUZZI, THOMAS       | 3,307.02 | 75.00  |
| 12/04/15 | DAWSON, RICHARD        | 4,232.88 |        |
| 12/04/15 | EVERSON, PAUL          | 5,434.02 |        |
| 12/04/15 | HAGEN, MICHAEL         | 729.81   |        |
| 12/04/15 | HALE, JOSEPH           | 312.00   |        |
| 12/04/15 | HALWEG, JODI           | 3,502.27 |        |
| 12/04/15 | HAWTHORNE, ROCHELLE    | 3,995.33 |        |

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| 12/04/15 | HUTCHINSON, JAMES    | 371.25   |
| 12/04/15 | JANSEN, CHAD         | 446.91   |
| 12/04/15 | KANE, ROBERT         | 937.75   |
| 12/04/15 | KARRAS, JAMIE        | 489.49   |
| 12/04/15 | KERSKA, JOSEPH       | 1,118.77 |
| 12/04/15 | KONDER, RONALD       | 874.54   |
| 12/04/15 | KUBAT, ERIC          | 3,761.68 |
| 12/04/15 | LINDER, TIMOTHY      | 3,911.56 |
| 12/04/15 | LOCHEN, MICHAEL      | 470.78   |
| 12/04/15 | MERKATORIS, BRETT    | 144.68   |
| 12/04/15 | MONDOR, MICHAEL      | 3,958.19 |
| 12/04/15 | MORGAN, JEFFERY      | 262.75   |
| 12/04/15 | NEILY, STEVEN        | 35.37    |
| 12/04/15 | NIELSEN, KENNETH     | 41.25    |
| 12/04/15 | NOVAK, JEROME        | 4,827.15 |
| 12/04/15 | NOWICKI, PAUL        | 395.47   |
| 12/04/15 | OLSON, JAMES         | 3,881.17 |
| 12/04/15 | OPHEIM, JOHN         | 540.00   |
| 12/04/15 | PACHECO, ALPHONSE    | 138.26   |
| 12/04/15 | PARROW, JOSHUA       | 308.66   |
| 12/04/15 | PETERSON, MARK       | 727.75   |
| 12/04/15 | PETERSON, ROBERT     | 4,305.00 |
| 12/04/15 | POWERS, KENNETH      | 685.46   |
| 12/04/15 | RAINEY, JAMES        | 1,330.86 |
| 12/04/15 | RANGEL, DERRICK      | 334.38   |
| 12/04/15 | RODDY, BRETT         | 183.27   |
| 12/04/15 | RODRIGUEZ, ROBERTO   | 356.88   |
| 12/04/15 | SEDLACEK, JEFFREY    | 3,909.59 |
| 12/04/15 | STREFF, MICHAEL      | 4,279.02 |
| 12/04/15 | SVENDSEN, RONALD     | 4,080.06 |
| 12/04/15 | TROXEL, REID         | 617.32   |
| 12/04/15 | GERVAIS-JR, CLARENCE | 4,239.86 |
| 12/04/15 | LUKIN, STEVEN        | 4,939.44 |
| 12/04/15 | ZWIEG, SUSAN         | 1,238.01 |
| 12/04/15 | CORTESI, LUANNE      | 2,020.39 |
| 12/04/15 | SINDT, ANDREA        | 2,654.60 |
| 12/04/15 | BRINK, TROY          | 2,532.67 |
| 12/04/15 | BUCKLEY, BRENT       | 2,411.75 |
| 12/04/15 | DEBILZAN, THOMAS     | 862.85   |
| 12/04/15 | EDGE, DOUGLAS        | 2,272.10 |
| 12/04/15 | JONES, DONALD        | 2,305.49 |
| 12/04/15 | MEISSNER, BRENT      | 2,307.27 |
| 12/04/15 | NAGEL, BRYAN         | 3,814.30 |
| 12/04/15 | OSWALD, ERICK        | 2,555.74 |
| 12/04/15 | RUIZ, RICARDO        | 1,902.67 |
| 12/04/15 | RUNNING, ROBERT      | 2,532.67 |
| 12/04/15 | TEVLIN, TODD         | 2,330.27 |
| 12/04/15 | BURLINGAME, NATHAN   | 2,586.41 |
| 12/04/15 | DUCHARME, JOHN       | 2,915.02 |
| 12/04/15 | ENGSTROM, ANDREW     | 2,935.87 |
| 12/04/15 | JAROSCH, JONATHAN    | 3,444.34 |
| 12/04/15 | LINDBLOM, RANDAL     | 2,915.03 |
| 12/04/15 | LOVE, STEVEN         | 3,929.36 |
| 12/04/15 | THOMPSON, MICHAEL    | 5,152.44 |
| 12/04/15 | ZIEMAN, SCOTT        | 80.00    |
| 12/04/15 | JANASZAK, MEGHAN     | 1,985.97 |
| 12/04/15 | KONEWKO, DUWAYNE     | 4,922.81 |
| 12/04/15 | HAMRE, MILES         | 1,852.00 |
| 12/04/15 | HAYS, TAMARA         | 1,833.97 |
| 12/04/15 | HINNENKAMP, GARY     | 2,693.50 |
| 12/04/15 | NAUGHTON, JOHN       | 2,308.91 |

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| 12/04/15 | NORDQUIST, RICHARD    | 2,287.20 |        |
| 12/04/15 | ORE, JORDAN           | 1,902.67 |        |
| 12/04/15 | BIESANZ, OAKLEY       | 1,842.62 |        |
| 12/04/15 | DEAVER, CHARLES       | 523.68   |        |
| 12/04/15 | GERNES, CAROLE        | 511.45   | 227.07 |
| 12/04/15 | HAYMAN, JANET         | 1,240.82 |        |
| 12/04/15 | HUTCHINSON, ANN       | 2,845.81 |        |
| 12/04/15 | SOUTTER, CHRISTINE    | 26.25    |        |
| 12/04/15 | WACHAL, KAREN         | 961.01   |        |
| 12/04/15 | GAYNOR, VIRGINIA      | 3,478.53 |        |
| 12/04/15 | HOIER, KARA           | 948.47   |        |
| 12/04/15 | JOHNSON, ELIZABETH    | 1,590.05 |        |
| 12/04/15 | KROLL, LISA           | 2,076.37 |        |
| 12/04/15 | FINWALL, SHANN        | 3,518.07 |        |
| 12/04/15 | LORENZ, DANIELA       | 357.00   |        |
| 12/04/15 | MARTIN, MICHAEL       | 3,338.93 |        |
| 12/04/15 | BRASH, JASON          | 2,855.87 |        |
| 12/04/15 | CARVER, NICHOLAS      | 4,473.03 |        |
| 12/04/15 | SWAN, DAVID           | 2,987.87 | 48.30  |
| 12/04/15 | SWANSON, CHRIS        | 1,951.57 |        |
| 12/04/15 | WEIDNER, JAMES        | 1,408.00 |        |
| 12/04/15 | WELLENS, MOLLY        | 1,935.03 |        |
| 12/04/15 | BJORK, BRANDON        | 258.50   |        |
| 12/04/15 | BRENNEMAN, NEIL       | 2,533.34 |        |
| 12/04/15 | ETTER, LAURA          | 105.00   |        |
| 12/04/15 | JACOBS, ROCHELLE      | 262.50   |        |
| 12/04/15 | LOPEZ, ANGELA         | 98.00    |        |
| 12/04/15 | MARIANI, ISABELLA     | 84.00    |        |
| 12/04/15 | ROBBINS, AUDRA        | 3,540.22 | -30.00 |
| 12/04/15 | ROBBINS, CAMDEN       | 341.00   |        |
| 12/04/15 | RUSS, KAYLA           | 106.88   |        |
| 12/04/15 | RYCHLICKI, NICHOLE    | 10.00    |        |
| 12/04/15 | TAYLOR, JAMES         | 3,570.21 |        |
| 12/04/15 | VUKICH, CANDACE       | 255.00   |        |
| 12/04/15 | WILLIAMS, JAMES       | 9.00     |        |
| 12/04/15 | ADAMS, DAVID          | 2,185.60 |        |
| 12/04/15 | HAAG, MARK            | 3,105.20 |        |
| 12/04/15 | JENSEN, JOSEPH        | 1,815.47 |        |
| 12/04/15 | SCHULTZ, SCOTT        | 3,856.84 |        |
| 12/04/15 | WILBER, JEFFREY       | 1,885.17 |        |
| 12/04/15 | BARAHONA, FREYA       | 315.00   |        |
| 12/04/15 | CRANDALL, KRISTA      | 226.81   |        |
| 12/04/15 | DIONNE, ANN           | 347.75   |        |
| 12/04/15 | EVANS, CHRISTINE      | 2,152.56 |        |
| 12/04/15 | GIBSON, CHRISTINE     | 2,079.97 |        |
| 12/04/15 | HENDRICKS, JENNIFER   | 597.10   |        |
| 12/04/15 | HOFMEISTER, MARY      | 1,408.69 |        |
| 12/04/15 | KRECH, TRAVIS         | 175.50   |        |
| 12/04/15 | KUHN, MATTHEW         | 310.50   |        |
| 12/04/15 | O'CONNOR, TERRINA     | 728.63   |        |
| 12/04/15 | RUZICHKA, JANICE      | 345.00   |        |
| 12/04/15 | SKRYPEK, JOSHUA       | 462.02   |        |
| 12/04/15 | ST SAUVER, CRAIG      | 535.50   |        |
| 12/04/15 | WISTL, MOLLY          | 146.26   |        |
| 12/04/15 | YANG, YOUA            | 110.00   |        |
| 12/04/15 | BASSETT, ANDREA       | 67.50    |        |
| 12/04/15 | BEAR, AMANDA          | 190.50   |        |
| 12/04/15 | BUTLER, ANGELA        | 82.13    |        |
| 12/04/15 | CLARK, PAMELA         | 39.60    |        |
| 12/04/15 | DEMPSEY, BETH         | 398.77   |        |
| 12/04/15 | ERICKSON-CLARK, CAROL | 37.50    |        |

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|          | 12/04/15 | GARTNER, DARYL            | 12.75    |        |
|          | 12/04/15 | GREGG, PETER              | 79.00    |        |
|          | 12/04/15 | GRUENHAGEN, LINDA         | 442.14   |        |
|          | 12/04/15 | GUSTAFSON, BRENDA         | 104.50   |        |
|          | 12/04/15 | HAASCH, ANGELA            | 33.25    |        |
|          | 12/04/15 | HOLMBERG, LADONNA         | 177.76   |        |
|          | 12/04/15 | IACARELLA-FUDALI, BARBARA | 158.00   |        |
|          | 12/04/15 | JOHNSON, BARBARA          | 422.80   |        |
|          | 12/04/15 | LAMSON, ELIANA            | 13.69    |        |
|          | 12/04/15 | MCKILLOP, AMANDA          | 185.26   |        |
|          | 12/04/15 | MUSKAT, JULIE             | 142.76   |        |
|          | 12/04/15 | NITZ, CARA                | 458.87   |        |
|          | 12/04/15 | OHS, CYNTHIA              | 63.94    |        |
|          | 12/04/15 | RANEY, COURTNEY           | 706.77   |        |
|          | 12/04/15 | RESENDIZ, LORI            | 2,809.47 |        |
|          | 12/04/15 | ROLLERSON, TERRANCE       | 69.57    |        |
|          | 12/04/15 | ROMERO, JENNIFER          | 47.00    |        |
|          | 12/04/15 | SCHERER, KATHLENE         | 44.19    |        |
|          | 12/04/15 | SCHREIER, ROSEMARIE       | 122.76   |        |
|          | 12/04/15 | SMITH, ANN                | 124.80   |        |
|          | 12/04/15 | SMITH, JEROME             | 106.13   |        |
|          | 12/04/15 | SMITLEY, SHARON           | 235.35   |        |
|          | 12/04/15 | THOMPSON, SARA            | 17.81    |        |
|          | 12/04/15 | TREPANIER, TODD           | 244.14   |        |
|          | 12/04/15 | TRUONG, CHAU              | 56.00    |        |
|          | 12/04/15 | TUPY, MARCUS              | 96.00    |        |
|          | 12/04/15 | WAKEM, CAITLYN            | 62.00    |        |
|          | 12/04/15 | YANG, JUDY                | 165.00   |        |
|          | 12/04/15 | ZIMMERMAN, JANE           | 211.16   |        |
|          | 12/04/15 | BILJAN, MERANDA           | 144.00   |        |
|          | 12/04/15 | BOSLEY, CAROL             | 96.75    |        |
|          | 12/04/15 | BUTLER-MILLER, JADE       | 108.00   |        |
|          | 12/04/15 | CHRISTAL, JENNIFER        | 27.50    |        |
|          | 12/04/15 | ELLISON, LELIA            | 126.00   |        |
|          | 12/04/15 | FRANZMEIER, EILEEN        | 85.00    |        |
|          | 12/04/15 | GRACE, EMILY              | 118.13   |        |
|          | 12/04/15 | MOSLOSKI, JESSICA         | 81.00    |        |
|          | 12/04/15 | AUSTIN, CATHERINE         | 234.00   |        |
|          | 12/04/15 | CRAWFORD, SHAWN           | 500.00   |        |
|          | 12/04/15 | CRAYNE, WILLIAM           | 202.50   |        |
|          | 12/04/15 | DOUGLASS, TOM             | 2,802.87 |        |
|          | 12/04/15 | HEINTZ, JOSHUA            | 171.00   |        |
|          | 12/04/15 | KRECH, ELAINE             | 689.92   |        |
|          | 12/04/15 | MAIDMENT, COLIN           | 714.92   |        |
|          | 12/04/15 | MALONEY, SHAUNA           | 202.50   |        |
|          | 12/04/15 | PRINS, KELLY              | 2,003.88 |        |
|          | 12/04/15 | REILLY, MICHAEL           | 2,059.39 |        |
|          | 12/04/15 | STEFFEN, MICHAEL          | 108.00   |        |
|          | 12/04/15 | OJCZYK, CYNTHIA           | 450.00   |        |
|          | 12/04/15 | PRIEM, STEVEN             | 2,585.69 |        |
|          | 12/04/15 | WOEHRLE, MATTHEW          | 3,063.01 | 700.00 |
|          | 12/04/15 | XIONG, BOON               | 1,729.07 |        |
|          | 12/04/15 | BERGO, CHAD               | 2,907.76 |        |
|          | 12/04/15 | FOWLDS, MYCHAL            | 4,296.38 |        |
|          | 12/04/15 | FRANZEN, NICHOLAS         | 3,212.56 |        |
|          | 12/04/15 | RENNER, MICHAEL           | 1,465.00 |        |
| 99101940 | 12/04/15 | ABBOTT, MCKENZIE          | 98.00    |        |
| 99101941 | 12/04/15 | ERICKSON, MOLLY           | 98.00    |        |
| 99101942 | 12/04/15 | KRENZ, KATELYN            | 70.00    |        |
| 99101943 | 12/04/15 | SWIECH, CAITLYN           | 98.00    |        |
| 99101944 | 12/04/15 | SWIECH, TAYLOR            | 84.00    |        |

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| 99101945 | 12/04/15 | AUBUCHON, IMAGINARA | 608.00     |
| 99101946 | 12/04/15 | VANG, VICHAI        | 115.00     |
|          |          |                     | 532,995.76 |

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Gayle Bauman, Finance Director

**DATE:** December 8, 2015

**SUBJECT:** Approval of Resolution Adopting Ambulance Rates for 2016

### Introduction

Staff is asking the City Council to consider this request to approve a 3% increase in ambulance rates for 2016. This item was also included on the November 23, 2015 agenda but contained inaccurate information regarding rates. The 2015 rates listed on the November report were incorrect and thus the proposed 2016 rates were not computed correctly. The proposed 2016 rates should actually be less than what was previously approved. The report presented at the November meeting is attached for your reference.

### Background

The City's established rates for 2015 and proposed for 2016 are as follows:

|                         | <u>2015</u>      |                      | <u>2016</u>      |                      |
|-------------------------|------------------|----------------------|------------------|----------------------|
|                         | <u>Residents</u> | <u>Non-Residents</u> | <u>Residents</u> | <u>Non-Residents</u> |
| Non-transport           | \$637.00         | \$733.00             | \$656.00         | \$754.00             |
| Basic life support      | \$1,683.00       | \$1,935.00           | \$1,733.00       | \$1,993.00           |
| Advanced life support 1 | \$2,212.00       | \$2,544.00           | \$2,278.00       | \$2,620.00           |
| Advanced life support 2 | \$2,440.00       | \$2,806.00           | \$2,513.00       | \$2,890.00           |
| Charge per mile         | \$21.84          | \$25.12              | \$22.50          | \$25.88              |

### Budget Impact

The additional fees charged to users of the service are needed to support budgeted City expenditures.

### Recommendation

Staff recommends approval of the attached resolution authorizing the above rates for 2016. This will take the place of the resolution that was previously approved at the November 23, 2015 meeting.

### Attachments

Attachment 1: Resolution Adoption of the 2016 Ambulance Rates  
Attachment 2: Agenda report from November 23, 2015 meeting

RESOLUTION  
ADOPTION OF THE 2016 AMBULANCE RATES

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

WHEREAS, city staff has reviewed the ambulance rates.

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

- 1. The updated ambulance rates with a 3% increase and an added 15% surcharge on non-resident runs shall become effective beginning January 1, 2016, with rates set as follows:

|                         | Residents  | Non-Residents |
|-------------------------|------------|---------------|
| Non-transport           | \$656.00   | \$754.00      |
| Basic life support      | \$1,733.00 | \$1,993.00    |
| Advanced life support 1 | \$2,278.00 | \$2,620.00    |
| Advanced life support 2 | \$2,513.00 | \$2,890.00    |
| Charge per mile         | \$22.50    | \$25.88       |

- 2. The updated ambulance rates are approved for all related ambulance runs received on or after January 1, 2016.
- 3. The rates shown will be reviewed by staff on an annual basis with recommendations for revisions brought to the city council for consideration.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** November 17, 2015  
**SUBJECT:** Approval of Resolution Adopting Ambulance Rates for 2016

**Introduction**

Staff is asking the City Council to consider this request to approve a 3% increase in ambulance rates for 2016.

**Background**

Ambulance rates have been increased over the past several years, most notably with a 21% increase for 2008. The Medicare law that became effective in 2002 has resulted in decreasing collection rates from 65.3% to less than 50%. A property tax subsidy was re-established in 2012 to help cover the cost of Medicare runs and alleviate the deficit in this fund. The Medicare law limits reimbursements as follows (an increase of 1.8% from 2014 to 2015):

|                         | <u>2014</u> | <u>2015</u> |
|-------------------------|-------------|-------------|
| Basic life support      | \$360.34    | \$366.76    |
| Advanced life support 1 | 427.90      | 435.53      |
| Advanced life support 2 | 619.33      | 630.38      |
| Charge per mile         | 7.16        | 7.26        |

For 2015, staff recommended that a 15% surcharge be imposed on non-residents to compensate for the fact that non-residents do not pay property taxes in Maplewood. The City discontinued its higher non-resident fee in 2006 when the property tax subsidy for the Ambulance Service Fund was stopped. As stated above, this property tax subsidy was re-established in 2012 to help cover the costs of Medicare runs and alleviate the deficit in this fund. Residents are already paying toward ambulance service with their property tax payments. It only makes sense to charge non-residents at a slightly higher rate to balance out the cost of service between the two groups.

The City's established rates for 2015 and proposed for 2016 are as follows:

|                         | <u>2015</u>      |                      | <u>2016</u>      |                      |
|-------------------------|------------------|----------------------|------------------|----------------------|
|                         | <u>Residents</u> | <u>Non-Residents</u> | <u>Residents</u> | <u>Non-Residents</u> |
| Non-transport           | \$656.00         | \$754.00             | \$676.00         | \$777.00             |
| Basic life support      | \$1,733.00       | \$1,993.00           | \$1,785.00       | \$2,053.00           |
| Advanced life support 1 | \$2,278.00       | \$2,620.00           | \$2,346.00       | \$2,698.00           |
| Advanced life support 2 | \$2,513.00       | \$2,890.00           | \$2,588.00       | \$2,976.00           |
| Charge per mile         | \$22.50          | \$22.50              | \$23.20          | \$23.20              |

**Budget Impact**

The additional fees charged to users of the service are needed to support budgeted City expenditures.

**Recommendation**

Staff recommends approval of the attached resolution authorizing the above rates for 2016.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** December 8, 2015  
**SUBJECT:** Approval of 2015 Budget Adjustments and Transfers

**Transfer to cover costs associated with the July 4<sup>th</sup> celebration**

The 2015 Budget calls for a transfer from the General Fund to the Taste of Maplewood/Light It Up – July 4<sup>th</sup> Event Fund.

The actual net costs for the 2015 annual celebration are \$19,315.95, which is less than the 2015 Budget amount of \$19,500. \$184.05 will be left in fund balance. The following entries are needed to reflect this transaction:

|                   |        |          |             |
|-------------------|--------|----------|-------------|
| Budget Adjustment | -\$185 | Transfer | \$19,315.95 |
|-------------------|--------|----------|-------------|

**Transfers for unassessed improvements/costs**

Transfers are made annually from the Sanitary Sewer Fund, Environmental Utility Fund, Water Availability Charge Fund-St. Paul Water District, and Trash Cart Fund to the Debt Service Funds for the costs of unassessed sanitary sewer, storm water, water improvements, and cart costs. When the tax levy for 2015 was adopted, a reduction was made in the debt service tax levy for the anticipated transfers scheduled for 2015. The transfers needed are as follows:

| Amount   | From |                             | To   |             |
|----------|------|-----------------------------|------|-------------|
|          | Fund |                             | Fund | Series      |
| \$44,800 | 407  | WAC–St. Paul Water District | 373  | 2015C Bonds |
| 27,130   | 601  | Sanitary Sewer              | 357  | 2007B Bonds |
| 107,730  | 601  | Sanitary Sewer              | 358  | 2008A Bonds |
| 114,040  | 601  | Sanitary Sewer              | 363  | 2010B Bonds |
| 47,210   | 604  | Environmental Utility       | 356  | 2007A Bonds |
| 63,110   | 604  | Environmental Utility       | 357  | 2007B Bonds |
| 46,300   | 604  | Environmental Utility       | 358  | 2008A Bonds |
| 143,970  | 604  | Environmental Utility       | 364  | 2011A Bonds |
| 90,090   | 604  | Environmental Utility       | 373  | 2015C Bonds |
| 75,070   | 404  | Trash Carts                 | 365  | 2012A Bonds |

**Increase budgets for new revenues and expenditures**

During 2015, the City incurred some unbudgeted costs related to communications and logo design and also recognized additional Cable Franchise revenues. These unbudgeted costs fit within the scope of what cable franchise revenues should pay for. Staff is proposing to increase the budget for Cable Franchise revenues and the budget for consulting in the Executive budget by \$3,435.

Also, the City received a final payment on a JAG grant for the police department in 2015 to cover some of the overtime costs associated targeted policing work performed during 2015. Staff is proposing to increase the Grant revenue budget and the Police overtime budget by \$3,630 to account for these items.

| <u>Amount</u> | <u>Increase revenue budget</u> | <u>Increase expenditure budget</u> |
|---------------|--------------------------------|------------------------------------|
| \$3,435       | 101-000-000-3031               | 101-102-000-4490                   |
| \$3,630       | 101-000-000-3516               | 101-402-000-4011                   |

**Budget Impact**

Budget adjustments required for the July 4<sup>th</sup> event have been factored into our year end projections for the General Fund. They will not require us to fall below our minimum fund balance threshold of 40%. There is no financial impact to the City when transferring money between funds or increasing budgets for both revenue and expenditure accounts.

**Recommendation**

It is recommended that the Council authorize the transfers noted above and direct the Finance Director to make the budget adjustments necessary to complete the transactions.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

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

**DATE:** December 8, 2015

**SUBJECT:** Approval of 2016 Residential Trash Hauling Rate Price Adjustments

### **Introduction**

On December 14, 2011, the City of Maplewood and Republic Services executed a contract for City-wide residential trash collection. Service under the contract began on October 1, 2012. On December 19, 2013, the City of Maplewood and Republic Services entered into a Memorandum of Understanding (MOU) as an addendum to the contract in order to better define rate price adjustments and timelines.

### **Background**

#### **Date of Rate Price Adjustment**

The contract states that the trash hauling prices can be adjusted annually based on the Consumer Price Index (CPI), Indexed Diesel Prices, and tipping fee. The MOU clarifies that Republic Services will submit requests for price adjustments by December 1. The price adjustments and new trash hauling rates go into effect April 1 of each year.

#### **Rate Price Adjustment Calculation**

The trash hauling rates are based on the base collection fee (BCF) (the fee charged to all residents, regardless of cart size) and the disposal fee (fee charged to residents based on the size of cart). The contract states that the non-fuel portion of the BCF (76%) will be adjusted annually to reflect changes in the CPI and the fuel portion (24%) will be adjusted annually to reflect changes in the Indexed Diesel Prices. The published index for CPI and fuel are as follows:

- [CPI - Federal Reserve Bank of Minneapolis, with June being defined as the benchmark CPI index month.](#) The change in CPI from the second quarter of 2014 to the second quarter of 2015 is 0%.
- [Fuel - Retail, On-Highway Diesel Prices – Average All Types, Midwest Region \(Monthly History\) as determined and published by the Energy Information Administration,](#) with June being defined as the benchmark fuel index each year. The DECREASE in fuel prices from June 2014 to June 2015 is -27.6%.

The trash hauling disposal fee will be adjusted annually to reflect changes in actual disposal (fee charged to process trash at the Resource Recovery Technologies Facility in Newport). The actual disposal fee is defined as the fee charged in 2012, which was \$72 minus a \$14 County rebate to haulers, equaling \$58 per ton to dispose of trash at the RRT facility. Trash haulers are notified of the disposal fee in December. The 2016 disposal fee is \$70 per ton minus a \$12 County rebate to the hauler, equaling \$58. The trash hauling disposal fee from 2012 to 2016 remains the same.

## 2016 Trash Hauling Rates

Based on the CPI, fuel index, and tipping fee changes reflected above, the MONTHLY trash hauling rates will be adjusted beginning April 1, 2016, as follows:

| Service Level            | Base Collection Fee |        |        | Amount of Change<br>(2015 to 2016) |
|--------------------------|---------------------|--------|--------|------------------------------------|
|                          | 2014                | 2015   | 2016   |                                    |
| Every Other Week Pick Up | \$3.22              | \$3.25 | \$3.03 | minus \$.22                        |
| Every Week Pick Up       | \$4.50              | \$4.55 | \$4.25 | minus \$.30                        |

| Cart Size (gal.)      | Disposal Fee |        |        | Amount of Change<br>(2015 to 2016) |
|-----------------------|--------------|--------|--------|------------------------------------|
|                       | 2014         | 2015   | 2016   |                                    |
| 20 (every other week) | \$1.06       | \$1.08 | \$1.08 | no change                          |
| 20 (every week)       | \$1.59       | \$1.63 | \$1.63 | no change                          |
| 32 (every week)       | \$2.53       | \$2.59 | \$2.59 | no change                          |
| 65 (every week)       | \$3.45       | \$3.53 | \$3.53 | no change                          |
| 95 (every week)       | \$4.49       | \$4.60 | \$4.60 | no change                          |

| Cart Size (gal.)      | Trash Hauling Rates<br>(no cart fee or taxes) |        |        | Amount of Change<br>(2015 to 2016) |
|-----------------------|---|--------|--------|------------------------------------|
|                       | 2014  | 2015   | 2016   |                                    |
| 20 (every other week) | \$4.28  | \$4.34 | \$4.11 | minus \$.22                        |
| 20 (every week)       | \$6.09  | \$6.17 | \$5.87 | minus \$.30                        |
| 32 (every week)       | \$7.03  | \$7.13 | \$6.83 | minus \$.30                        |
| 65 (every week)       | \$7.95  | \$8.08 | \$7.77 | minus \$.31                        |
| 95 (every week)       | \$8.99  | \$9.14 | \$8.83 | minus \$.31                        |

| Cart Size (gal.)      | Trash Hauling Rates (\$.75 cart fee &<br>taxes - 9.75% county and 28% state) |         |         | Amount of Change<br>(2015 to 2016) |
|-----------------------|--|---------|---------|------------------------------------|
|                       | 2014   | 2015    | 2016    |                                    |
| 20 (every other week) | \$6.93   | \$7.02  | \$6.70  | minus \$.32                        |
| 20 (every week)       | \$9.42   | \$9.53  | \$9.12  | minus \$.41                        |
| 32 (every week)       | \$10.72  | \$10.85 | \$10.44 | minus \$.41                        |
| 65 (every week)       | \$11.98  | \$12.16 | \$11.73 | minus \$.43                        |
| 95 (every week)       | \$13.42  | \$13.62 | \$13.19 | minus \$.43                        |

### Budget Impact

No City budget impacts. However, Maplewood residents with City-wide residential trash collection through Republic Services will see a DECREASE in their monthly trash bills ranging from \$.32 to \$.43 beginning April 1, 2016.

### Recommendation

Approve the 2016 residential trash hauling rate price adjustments as outlined above. The new monthly rates will go into effect on April 1, 2016.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** December 1, 2015

**SUBJECT:** Approval of Resolution Entering Into a Master Partnership Contract between the Minnesota Department of Transportation and the City of Maplewood.

**Introduction**

The Master Partnership Contract between the Minnesota Department of Transportation (MnDOT) and the City of Maplewood has expired and a standard renewal is required. MnDOT provides lab testing services, materials procurement, and maintenance related activities under the Master Contract. The City Council will consider approving the Resolution for Entering into a Master Partnership Contract between MnDOT and the City of Maplewood.

**Background/Discussion**

The Master Partnership Contract emphasizes MnDOT's continuing effort to partner with cities, counties and other political subdivisions to deliver transportation related services in the most efficient and effective manner possible. This agreement allows for repetitive low-cost services routinely performed by the State for local government without the execution of a work order contract. These services would include items such as pavement striping, sign and signal repair, bridge load ratings, bridge and structure inspection, minor bridge maintenance, minor road maintenance, pavement condition data, and material testing for example.

The Master Partnership Contract requires project specific work order contracts for professional and technical services, roadway maintenance, construction administration, and emergency services. A fully executed work order contract is required prior to any work beginning on a proposed project. These work order contracts are reciprocal, and can be used when MnDOT provides services or cities provide services to MnDOT. Additionally, the work order contracts provide a mechanism for MnDOT to receive payment from cities or for cities to pay MnDOT.

The City of Maplewood last renewed this contract in 2008. If approved, the new contract will expire on June 30, 2017. MnDot has set this expiration date for all cities so that all cities will be required to renew their contracts once every 5 years on a standard date. Therefore a new contract will be brought before the council prior to the June 30, 2017 expiration date and will need to be renewed once every 5 years.

**Budget**

There are no budget impacts.

**Recommendation**

It is recommended that the City Council approve the attached resolution that authorizes the City of Maplewood to enter into a Master Partnership Contract between the Minnesota Department of Transportation and the City of Maplewood. The Mayor and City Manager are authorized to sign said Contract signifying council approval. Minor revisions as approved by the City Attorney are authorized as needed.

**Attachments**

1. Resolution – Master Partnership Contract
2. Master Partnership Contract

**RESOLUTION  
MASTER PARTNERSHIP CONTRACT**

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City of Maplewood enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.
2. That the proper City officers are authorized to execute such contract and any amendments thereto.
3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City of Maplewood without further approval by this City Council.

Approved this 14<sup>th</sup> day of December, 2015.

Attest: \_\_\_\_\_

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

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

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

**STATE OF MINNESOTA  
AND  
CITY OF MAPLEWOOD  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and the City of Maplewood, acting through its City Council, hereinafter referred to as the "Local Government."

**Recitals**

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a "Work Order" contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Contract**

1. **Term of Master Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
  - 1.2. A party must not accept work under this Contract until it is fully executed.
  - 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
  - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Minor Bridge Maintenance, Minor Road Maintenance (such as guard rail repair and sign knockdown repair), Pavement Condition Data, Materials Testing and Carcass Removal.
  - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific

project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

#### 4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the “Requesting Party” and the party performing the work will be referred to as the “Providing Party.” Each work order will set forth particular requirements for that project/engagement.

- 4.1. **Terms Applicable to ALL Work Orders.** The terms in this section 4.1 will apply to ALL work orders.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party’s authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party’s authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
  - 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State’s option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
  - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
  - 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. Unless otherwise agreed in a Work Order, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no

liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

## 5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## 6. Time

In the performance of project work under a work order contract, time is of the essence.

## 7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$100,000.00.

7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment.**

7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1002050 and Invoice Number #####  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

7.4.3. **Payment by the State.**

7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. **Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

**9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts**

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

**10. State's Authorized Representative and Project Manager**

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

**13. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

**14. Government Data Practices and Intellectual Property**

- 14.1. ***Government Data Practices.*** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. ***Intellectual Property Rights***
- 14.2.1. ***Intellectual Property Rights.*** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subd.s of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.
- 14.2.2. ***Obligations with Respect to Intellectual Property.***
- 14.2.2.1. ***Notification.*** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- 14.2.2.2. ***Representation.*** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

## 15. **Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. **Minn. R. Parts 5000.3400-5000.3600.**
  - 15.3.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - 15.3.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
    - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
    - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota

Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

## 17. Publicity

17.1. *Publicity.* Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. *Data Practices Act.* Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

## 18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- 20. Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

- 21.1. ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. ***Termination by the Local Government for Convenience.*** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the

payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

[The balance of this page has intentionally been left blank – signature page follows]

**LOCAL GOVERNMENT**

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)  
Title: Division Director  
Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Michael Thompson, Director of Public Works  
Scott Schultz, Fleet Superintendent

**DATE:** December 9, 2015

**SUBJECT:** Approval of Fuel Contracts for 2016

### Introduction

The City Council will consider approving gas and diesel fuel contracts with Mansfield Oil for 2016 in which Maplewood is part of a larger purchasing group cooperative that must meet a minimum quantity of fuel commitment of 42,000 gallons/month in order to receive the fixed fuel pricing advantage.

### Discussion

With the uncertainties in the oil markets locking in fuel pricing at a known price for 2016 is important in order to both have stability in the budgeting process throughout the year in addition to taking advantage of the recent drop in futures.

The City has secured a price (without taxes) of \$1.68/gallon for gas and \$1.77/gallon for diesel over a 12 month contract period (Feb 2016 -Jan 2017). Mansfield Oil Company will be supplying the city with 56,400 gallons of gas (4,700 gallons/month) and 39,600 gallons of diesel (3,300 gallons/month).

### Budget Impact

Below is a rate comparison of current and recent contract years:

#### Gas

2011: \$2.60/gallon  
 2012: \$2.71/gallon  
 2013: \$2.79/gallon  
 2014: \$2.68/gallon  
 2015: \$2.04/gallon  
**2016: \$1.68/gallon**

#### Diesel

2011: \$2.89/gallon  
 2012: \$3.15/gallon  
 2013: \$3.21/gallon  
 2014: \$3.11/gallon  
 2015: \$2.34/gallon  
**2016: \$1.77/gallon**

During preparation of the 2015 budget it was assumed fuel costs would stay steady, however both gas and diesel prices decreased significantly in recent months. As a result, the 2016 fuel contract will reduce 2016 budgetary needs by approximately \$42,876.00.

The City Attorney has also reviewed the contract documents. The first attachment is the proposed "Fixed Price Fuel Supply Agreement" which outlines the fuel pricing and quantity commitments for gas and diesel for February 2016 to January 2017.

It should be noted that the second attachment called "Terms and Conditions for Fixed Price Fuel Supply Agreement" will continue to remain in effect for the proposed term as no changes are proposed from the most recent 2015 term.

### **Recommendation**

It is recommended that the City Council ratify the attached gas and diesel fuel contracts with Mansfield Oil Company of Gainesville, Inc and authorize the City Manager or her designee to sign said agreement signifying council approval.

### **Attachments**

1. Letter Agreement for 2016 Fuel Contracts
2. Agreement Terms and Conditions (No Changes Proposed)

December 8, 2015

**City of Maplewood**

Attn: Scott Schultz

1902 E Cty Rd B

Maplewood, MN 55109

[scott.schultz@ci.maplewood.mn.us](mailto:scott.schultz@ci.maplewood.mn.us)

Re: Fixed Price Fuel Supply Agreement

Dear Mr. Schultz:

This letter will constitute the Fixed Price Fuel Supply Agreement (the “Fixed Price Fuel Supply Agreement”) and will confirm the agreement made on December 1, 2015 between Scott Schultz of City of Maplewood with an office located at 1902 E Cty Rd B, Maplewood, MN 55109 (“Buyer”) and Barb Lindblad of Mansfield Oil Company of Gainesville, Inc. (“Mansfield/ Seller”) to supply Buyer with Petroleum Products/Fuel pursuant to the terms set forth below:

Fuel Product Type: Optimum #2 ULSD (BIO 5% or BIO 10%)  
Unleaded 87 Octane Gasoline (ETH 10%)

Monthly Guaranteed Quantity: See attached Schedule A

Duration of Agreement: See attached Schedule A

Price per Gallon: See attached Schedule A  
(including freight,  
excluding applicable taxes)

Location: Various Twin Cities

Payment Terms: Net 10 days following delivery

Special Conditions: In the event #1 ULSD is blended into the #2 ULSD,  
Buyer must pay the current market price (or current market differential)  
for each gallon of blended product as determined by Seller.

Product shall be lifted ratably within each week. Applicable taxes and environmental fees will be included as separate line items on the invoices from Seller to Buyer, as applicable. This Agreement is subject to Mansfield’s Terms and Conditions for Fixed Price Fuel Supply Agreement, which is incorporated herein by reference. In the event of conflict between Mansfield’s Terms and Conditions for Fixed Price Fuel Supply Agreement and any other contract or terms previously agreed to by the parties, Mansfield’s terms shall control.

(SIGNATURES CONTAINED ON NEXT PAGE)

Should you have questions concerning this confirmation, please contact Barb Lindblad at (612) 508-0131 [blindblad@mansfieldoil.com](mailto:blindblad@mansfieldoil.com) or the Mansfield Confirmations Group at (678) 450-2264 ([contracts@mansfieldoil.com](mailto:contracts@mansfieldoil.com)).

Sincerely,

Andy Milton  
Senior Vice President-Supply

Agreed to on behalf of Buyer  
this        day of        , 2015.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SCHEDULE A

December 8, 2015

|                       |                          |
|-----------------------|--------------------------|
| <b>Customer:</b>      | <b>City of Maplewood</b> |
| <b>Salesperson:</b>   | <b>Barbara Lindblad</b>  |
| <b>Total Gallons:</b> | <b>96,000</b>            |

| City      | Product          | Month     | Volume per Month | Nymex  | Diff   | Total Price |
|-----------|------------------|-----------|------------------|--------|--------|-------------|
| Maplewood | BIO 5%           | 2/1/2016  | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 3/1/2016  | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 10/1/2016 | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 11/1/2016 | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 12/1/2016 | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 1/1/2017  | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           | BIO 10%          | 4/1/2016  | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 5/1/2016  | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 6/1/2016  | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 7/1/2016  | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 8/1/2016  | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           |                  | 9/1/2016  | 3,300            | 1.5150 | 0.2595 | 1.7745      |
|           | Gasoline ETH 10% | 2/1/2016  | 4,700            | 1.4975 | 0.1818 | 1.6793      |
|           |                  | 3/1/2016  | 4,700            | 1.4975 | 0.1818 | 1.6793      |
|           |                  | 4/1/2016  | 4,700            | 1.4975 | 0.1818 | 1.6793      |
|           |                  | 5/1/2016  | 4,700            | 1.4975 | 0.1818 | 1.6793      |
|           |                  | 6/1/2016  | 4,700            | 1.4975 | 0.1818 | 1.6793      |
|           |                  | 7/1/2016  | 4,700            | 1.4975 | 0.1818 | 1.6793      |
| 8/1/2016  |                  | 4,700     | 1.4975           | 0.1818 | 1.6793 |             |
| 9/1/2016  |                  | 4,700     | 1.4975           | 0.1818 | 1.6793 |             |
| 10/1/2016 |                  | 4,700     | 1.4975           | 0.1818 | 1.6793 |             |
| 11/1/2016 | 4,700            | 1.4975    | 0.1818           | 1.6793 |        |             |
| 12/1/2016 | 4,700            | 1.4975    | 0.1818           | 1.6793 |        |             |
| 1/1/2017  | 4,700            | 1.4975    | 0.1818           | 1.6793 |        |             |

**Disclaimer**

"APPLICABLE TAXES AND ENVIRONMENTAL FEES WILL BE ADDED AS SEPERATE LINE ITEMS ON INVOICES. ANY FIXED PRICE AGREEMENT IS SUBJECT TO MANSFIELD'S GENERAL TERMS AND CONDITIONS FOR FIXED PRICE FUEL SUPPLY."

**TERMS AND CONDITIONS FOR  
FIXED PRICE FUEL SUPPLY AGREEMENT**

From time to time City of Maplewood, with an office located at 1902 E Cty Rd B, Maplewood, MN 55109 ("Buyer") and Mansfield Oil Company of Gainesville, Inc., with offices located at 1025 Airport Parkway, SW, Gainesville, GA 30501 ("Seller") may enter into a Fixed Price Fuel Supply Agreement (the "Agreement"). The parties agree that the following terms and conditions shall apply to any such Agreement.

1. **FUEL** – Certain Refined Petroleum Products/Ethanol/Biodiesel, as applicable, which meet the specifications of the respective jurisdictions where any such Fuel shall be supplied. Buyer shall take control, possession and ownership of all Fuel at the time of delivery into Buyer's fuel storage tank(s).
2. **QUANTITY AND TERM** – Buyer shall purchase from Seller such quantity of Fuel in increments of barrels (42 gallons/barrel) per month (the "Monthly Guaranteed Quantity") as set forth in the applicable Fixed Price Fuel Supply Agreement between the parties which may be entered into from time to time. Buyer is required to take delivery on all quantities ratably during each month of the contract term.
3. **PURCHASE PRICE** – The price for the Fuel shall be set forth on a Fixed Price Fuel Supply Agreement between the parties plus applicable freight, taxes and environmental or other regulatory fees.
4. **LOCATION** – Fuel shall be delivered to Buyer's facility(s) (the "Location(s)") listed on the Fixed Price Fuel Supply Agreement, which may be executed by the parties from time to time.
5. **TERMS OF DELIVERY** – Deliveries shall be made by a Common Carrier Transport Truck. Each delivery shall consist of a full transport trailer truckload of Fuel.
6. **TERMS OF PAYMENT** – Full payment for Fuel shall be paid via electronic funds transfer on or before the tenth day following the date of receipt of Fuel by Buyer, with interest thereafter at the rate of 1.5% per month on any unpaid balance. Buyer is responsible for all costs of collection, including reasonable attorney's fees, if collected through an attorney. All Fuel shall be billed on gross gallons or net gallons (fuel temperature corrected to 60 degrees Fahrenheit) in accordance with the applicable regulations in the jurisdiction where the Fuel is delivered.
7. **FAILURE TO PURCHASE AT LEAST THE MONTHLY GUARANTEED QUANTITY.** In the event that Buyer fails to purchase the Monthly Guaranteed Quantity in any month for any reason whatsoever (except due to the unavailability of Fuel from Seller due to Seller's fault), then Buyer shall be liable to Seller for the Loss or shall receive the Gain (both as defined below). If there is a Loss, then Seller shall submit to Buyer an invoice which shall be paid in accordance with the Terms of Payment section in this Agreement. If a Gain, Seller shall pay the Gain to Buyer within ten (10) days from the date of Seller's receipt of the Gain. Loss is defined as follows: if Seller maintains a back-to-back fuel supply arrangement with another entity, then Loss is the amount of damages assessable to Seller as a result of the shortage of gallons purchased by Seller from its supplier (or in the event of termination, the amount of damages assessed to Seller by its supplier as a result of the termination of the

back-to-back agreement between Seller and its supplier) plus \$0.03 per gallon on the shortage (or in the event of termination, the remaining gallons to be purchased under the Fixed Price Fuel Supply Agreement). If Seller hedges the transaction, then Loss is defined as follows: the difference between the NYMEX futures price on the day the contract(s) are bought and the average NYMEX futures price on the dates during the month when the contract(s) are sold by Seller multiplied by the shortage in gallons (in the event of termination, take the difference between the NYMEX futures price on the day the contract(s) are bought and the date the remaining contract(s) are sold and multiply the difference by the remaining gallons to be purchased under the Fixed Price Fuel Supply Agreement) plus the difference between the Swap (if applicable) on the day the Swap(s) are bought and average price of the Swap(s) on the dates during the month when they are sold multiplied by the shortage in gallons (in the event of termination, take the difference between the NYMEX futures price on the day the Swap(s) are bought and the date the remaining Swap(s) are sold and multiply the difference by the remaining gallons to be purchased under the Fixed Price Fuel Supply Agreement) plus \$0.03 per gallon multiplied by the shortage in gallons (in the event of termination, multiply the above sum by the remaining gallons to be purchased under the Fixed Price Fuel Supply Agreement). If Seller realizes a gain from the sale of the NYMEX and Swap (if applicable), then Seller shall pay to Buyer the gain multiplied by the shortage in gallons, less \$0.03 per gallon (the "Gain").

8. **TERMINATION** – Seller may terminate this Agreement at any time during the term hereof upon giving Buyer five (5) days written notice with right to cure if any one of the following occurs: (a) Buyer by act or omission breaches or defaults in any covenant, condition or other provision hereof; (b) Buyer fails to meet Seller's continuing credit approval (in lieu of termination for failure to meet credit approval, Seller may modify Buyer's payment terms or require security, as Seller deems necessary) or; (c) Change In Law Event that results in the imposition of materially detrimental conditions, requirements, or costs with respect to the transactions entered into under this Agreement as reasonably determined by Seller in good faith.

For the purposes of this provision, a Change in Law Event means the occurrence of any of the following: (a) the adoption or taking effect of any law, rule, regulation, treaty or any other exercise of government authority; or (b) the interpretation or application thereof by any government authority; or (c) making or issuance of any request, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, the California LCFS Regulations, Cap and Trade and other AB 32 regulations and all requests, rules, guidelines or directives thereunder or issued in connection therewith shall be deemed a Change in Law Event, regardless of the date enacted, adopted or issued.

Waiver by Seller of one or more breaches or defaults hereunder by Buyer shall not be deemed to be a waiver of any other or continuing breach or default hereunder. Termination of this Agreement shall not relieve Buyer of responsibility for obligations incurred prior to termination and in the event of termination for causes set forth herein, then Buyer shall be responsible to Seller for the Loss set forth in Paragraph 7 above and Buyer shall be responsible to Seller for any Gain set forth in Paragraph 7. Such sums shall be due and payable within 10 days from the date of Seller's demand.

9. **DAMAGES IN THE EVENT OF SELLER'S FAILURE OF PERFORMANCE.** In the event that Seller can not deliver any specific load of Fuel to Buyer within 72 hours from the

time that Buyer orders such load of Fuel from Seller then Buyer shall have the right to purchase such load of Fuel from another supplier. If Buyer purchases such load of Fuel from another supplier and must pay more per gallon than the price per gallon per this Agreement, then, except in the event of Force Majeure, Seller will reimburse Buyer for the difference in the Fuel price times the number of gallons purchased plus an additional sum of Fifty Dollars (\$50.00), which is Seller's penalty for failure to deliver. Any gallons purchased by Buyer from another supplier pursuant to this paragraph shall count towards Buyer's contractual obligations pursuant to this Agreement.

10. **LIQUIDATION AND CLOSEOUT.** The parties acknowledge that this Agreement is a forward Agreement as defined in the Bankruptcy Code [11U.S.C.A. Sec 101(25)]. If one party (the "defaulting party") shall voluntarily file a petition in bankruptcy, reorganization, or receivership, shall be forced by its creditors into bankruptcy, reorganization, or receivership, shall become insolvent, shall fail to pay its debts as they become due, or shall fail to give adequate assurance or security of its ability to perform its obligations hereunder within forty-eight (48) hours after receipt of a request therefore, the liquidating party shall have the immediate right to liquidate and close out this Agreement and all other forward Agreements (as defined by the Bankruptcy Code) between the parties (regardless of whether the liquidating party is the delivering party or the receiving party thereunder). Upon liquidation, the party not filing or forced into Bankruptcy shall be reimbursed for losses as follows: Seller shall be reimbursed for any Loss incurred as set forth in Paragraph 7 above; Buyer shall be reimbursed for the Margin (if the NYMEX value on the date of termination exceeds the Initial NYMEX Value) times the remaining gallons. The defaulting party shall pay the other party by wire transfer in immediately available funds within twenty-four (24) hours after receiving the results of the calculation. The liquidation and close-out of this Agreement and all other forward Agreements is in addition to any other rights and remedies which the other party may have.
11. **BUYER'S ACKNOWLEDGEMENT OF FUEL PRICE RISK AND WAIVER OF CLAIM AGAINST MANSFIELD** – Buyer acknowledges, and assumes the risk, that fuel market prices may fluctuate during the term of this Agreement, possibly causing Buyer to purchase Fuel pursuant to this Agreement at prices significantly higher than prevailing current fuel market prices. Buyer further acknowledges and accepts that Mansfield is not providing any investment advice or recommendations or projections regarding future Fuel prices; Buyer waives any potential claim against Mansfield pertaining to Buyer's election to enter into this Agreement.
12. **INTENTIONALLY DELETED.**
13. **FORCE MAJEURE** – In the event either party is rendered unable, wholly or in part, to perform its obligations under this Agreement (other than to make payments when due) due to acts of God, floods, fires, explosions, extreme heat or cold, earthquake or storm; transportation difficulties, strikes, lockouts or other industrial disturbances; wars, acts of terrorism or sabotage; accident or breakage of equipment or machinery; or any law, rules, order or action of any court or instrumentality of the federal or any state government; or for any other cause or causes beyond its reasonable control, it is agreed that on such party's giving notice and full particulars of such force majeure to the other party, the obligations of the party giving such notice shall be suspended from the date of receipt of such notice and for the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term force majeure shall

not apply to those events which merely make it more difficult or costly for Seller or Buyer to perform their obligations hereunder. Buyer and Seller further agree that at the conclusion of any force majeure event, neither Buyer nor Seller shall have any obligation to each other with respect to any quantities of Product not delivered as a consequence of such force majeure event; except that Buyer shall remain liable to Seller for any and all Loss, as set forth in Paragraph 7 above, incurred by Seller as a result of such Force Majeure event, or if Seller realizes a gain from such Force Majeure event (ie, one, in a back-to-back fuel supply arrangement, if Fuel prices rise and Buyer can not take delivery and Seller sells the Fuel to a third party at a higher price, the gain is the difference between the contract price per the Fixed Price Supply Agreement and the price at which the Fuel is sold to a third party, multiplied by the gallons sold, or two, in a transaction hedged by Seller, if the price increases, the gain is the difference between the NYMEX futures price on the day the contract is bought and the date the contract is sold by Seller multiplied by the volume for which Buyer claims Force Majeure), then Seller shall pay such gain to the Buyer (less \$0.0300 per gallon). No condition of force majeure shall operate to extend the terms of any supply agreement. Seller shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.

14. INDEMNIFICATION – Buyer agrees to defend and indemnify Seller (and its officers, directors, employees, successors and assigns) against all claims, suits, liabilities, fines, penalties, assessments, losses and expenses (including attorney's fees and expenses of litigation) arising out of Buyer's business operations, including but not limited to any claims for property damages, personal injuries, or death, from leakage or spillage of product, or from any reason whatsoever associated with Buyer's business operations except to the extent caused by the negligence or willful misconduct of Seller. This indemnification provision shall survive any expiration or termination of this contract.

Seller agrees to defend and indemnify Buyer (and its officers, directors, employees, successors and assigns) against all claims, suits, liabilities, fines, penalties, assessments, losses and expenses (including attorney's fees and expenses of litigation) arising out of Seller's business operations, including but not limited to any claims for property damages, personal injuries, or death, from leakage or spillage of product, or from any reason whatsoever associated with Seller's business operations except to the extent caused by the negligence or willful misconduct of Buyer. This indemnification provision shall survive any expiration or termination of this contract.

15. LEAK DETECTION – The parties hereto agree that Buyer is both owner and operator of all of the motor fuel storage tanks, pipes, pumps and other related equipment (the "Fuel Storage Tanks") in which Seller is to place the Petroleum Products acquired by Buyer pursuant to this Agreement. Seller has no ownership interest, right or responsibility whatsoever regarding any of such Fuel Storage Tanks. Buyer hereby represents and warrants to Seller that all of the Fuel Storage Tanks of Buyer which will be utilized in connection with the handling of the Petroleum Products being acquired by Buyer from Seller are in good condition, free of leaks and otherwise in compliance with all applicable rules and regulations applicable to such Fuel Storage Tanks. Buyer acknowledges that the leakage of Petroleum Products from the Fuel Storage Tanks is a matter that is solely the responsibility of Buyer. Buyer agrees that should any leaks be detected, then Buyer will take any and all action required to promptly repair such leak and, at his expense, perform any clean-up that may be required for compliance with requirements of all laws and regulations of the United States

and of the state in which the Fuel Storage Tanks are located. Buyer further agrees that it will promptly notify Seller in the event any such leaks are detected so that no further product will be deposited into such Fuel Storage Tanks until such leaks are properly repaired.

16. **LIMITATION OF LIABILITY.** Except as otherwise specifically set forth in this Agreement, in no event shall either party be liable to the other party for, and each of the parties waives the right to seek, incidental, consequential or punitive damages of any kind. A party's exclusive remedy for any and all losses or damages resulting from the sale of delivered product to which these terms and conditions apply, including, without limitation, any allegation of breach of warranty, breach of contract, negligence or strict liability, is limited to the damages set forth herein. If Seller fails to deliver product, Buyer's exclusive remedy for any and all losses or damages hereunder is set forth in Paragraph 10 above.
17. **TRANSFER OR ASSIGNMENT** – Buyer agrees that this Agreement shall not be transferable or assignable without Seller's express written consent.
18. **GOVERNING LAW** – This Agreement shall be interpreted and governed in all respects by the laws of the State of Minnesota.
19. **SEVERABILITY OF PROVISIONS** – Each provision of this Agreement is severable from all other provisions in the Agreement. If any provision in this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in effect.
20. **NOTICES** – All written notices or other communications under this Agreement shall be deemed duly given when made in writing and delivered in hand, or upon receipt when properly addressed return-receipt-requested and delivered by United States Postal Service or other delivery service to the following addresses:

Buyer:           City of Maplewood  
                  1902 Cty Rd B  
                  Maplewood, MN 55009  
                  Attn: Scott Schultz

Seller:           Mansfield Oil Company of Gainesville, Inc.  
                  1025 Airport Parkway, SW  
                  Gainesville, GA 30501-6833  
                  Attn: Andy Milton, VP Supply

With a copy to: General Counsel, at the same address

21. **ENTIRE AGREEMENT** – This Agreement, together with all referenced attachments shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior oral and written communications, agreements and understandings of the parties with respect to the subject of this Agreement. No modifications hereof shall be effective unless expressly set forth in writing signed by an authorized representative of both parties hereto.

[SIGNATURES CONTAINED ON NEXT PAGE]

The parties intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below:

Seller-Mansfield Oil Company  
of Gainesville, Inc.

Buyer- City of Maplewood

BY: 

BY: Melinda Coleman

NAME: Andy Webb

NAME: Melinda Coleman

TITLE: SVP - Supply

TITLE: City Manager

DATE: 1-22-15

DATE: 1.19.15

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Mychal Fowlds, IT Director  
**DATE:** December 8, 2015  
**SUBJECT: Approval of a Resolution Accepting Donation of Laptops to Maplewood Police Department**

**Introduction**

Dell has donated a tablet and laptop to the Maplewood Police Department, and City Council approval is required to accept this donation.

**Background**

Recently the Maplewood Police Department had been evaluating vendors to provide in-squad laptops. Dell was a vendor that supplied us with four demonstration units that we were able to test out for 30 days. The Department was happy with the units and we ultimately put in an order. As we began the process of sending back our demonstration units, Dell notified us to say that two of the units did not need to be returned as they were part of their "seed" program.

The Maplewood Police Department is grateful for the incredibly generous donation and will put the equipment to good use.

**Budget Impact**

The donation by Dell provides the City with two additional devices that we will be able to use in the Police Department.

**Recommendation**

Approval of a resolution accepting the donation of two computers from Dell.

**Attachments**

1. Donation Acceptance Resolution

**RESOLUTION  
EXPRESSING ACCEPTANCE OF AND APPRECIATION OF  
A DONATION TO THE MAPLEWOOD POLICE DEPARTMENT**

WHEREAS, Dell has presented to the Maplewood Police Department a donation of 2 computers; and

WHEREAS, the Maplewood City Council is appreciative of the donation and commends Dell for their generous donation,

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.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Mychal Fowlds, IT Director  
**DATE:** December 8, 2015  
**SUBJECT:** **Approval to Purchase Additional Security System Comp**

**Introduction**

The City of Maplewood utilizes a card access system for building security. The migration to our new S2 system began during the various building construction projects over the past 3 years. Council previously approved the migration for all City buildings to S2. This item is an addition to that project.

**Background**

As stated above, the City utilizes a card access system for building security. We utilize our card access system to secure not only our exterior doors but also many internal areas. All of City Hall, the Police Department, all Fire Stations, MCC and 1902 have now been setup on the new system.

This item includes adding a support plan for the security system server that manages all of our sites and installing additional panic buttons at City Hall and the MCC.

**Budget Impact**

The purchase of the proposed security system additions in an amount not to exceed \$6,000 has been planned for and will be funded from the IT Fund.

**Recommendation**

Staff recommends that the Council give approval to enter into an agreement with ElectroWatchman to complete the requested additions.

**Attachments**

1. Electrowatchman quotes



# ELECTRO WATCHMAN, INC.

FIRE & SECURITY SYSTEMS • SINCE 1921

QUOTE  
G8, Attachment 1  
SNFNQ1620  
Nov 6, 2015

2219 12TH Street N. Fargo, ND 58102

T. 701.235.9511 F. 701.232.2186

**Prepared For:**

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

Mychal Fowlds  
651-249-2923  
mychal.fowlds@maplewoodmn.gov

**Prepared By:**

Shannon Dawson  
Senior Account Representative  
651-310-1265  
Shannon@electrowatchman.com

**Project Scope:**

**S2 FORWARD SERVER EXCHANGE PROGRAM - VERY IMPORTANT**

| Qty | Description                        | Unit Price | Ext. Price |
|-----|------------------------------------|------------|------------|
| 1   | S2 FORWARD SERVER EXCHANGE PROGRAM | \$1,387.25 | \$1,387.25 |
| 3   | LABOR                              | \$100.00   | \$300.00   |

|                         |                   |
|-------------------------|-------------------|
| <b>Grand Total</b>      | <b>\$1,687.25</b> |
| <b>Deposit Required</b> | <b>\$843.63</b>   |

*Pricing does not include any applicable sales tax or permit fees.  
Customer to supply any required 110 volt power and/or network infrastructure.  
EWI requires a 50% down payment.*



# ELECTRO WATCHMAN, INC.

FIRE & SECURITY SYSTEMS • SINCE 1921

QUOTE  
G8, Attachment 1  
SNFNQ1624  
Nov 9, 2015

1 W Water Street, Suite 110, Saint Paul, MN 55107

T. 651-310-1265 F. 651-310-1297

**Prepared For:**

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

Mychal Fowlds  
651-249-2923  
mychal.fowlds@maplewoodmn.gov

**Prepared By:**

Shannon Dawson  
Senior Account Representative  
651-310-1265  
Shannon@electrowatchman.com

**Project Scope:**

**PROJECT: INSTALL PANIC BUTTONS IN THREE LICENSE STATION AREAS, PLUS INSTALL THREE IN CHAMBERS AREA. RUN WIRES TO POLICE AMP, PROGRAM S2 TO TRIP BOTH CODE BLUE AND AES RADIO FOR DISPATCH.**

| Qty | Description             | Unit Price | Ext. Price |
|-----|-------------------------|------------|------------|
| 6   | HONEYWELL PANIC BUTTONS | \$24.80    | \$148.80   |
| 3   | WIRE                    | \$34.10    | \$102.30   |
| 1   | ELK-24 VOICE MODULE     | \$162.75   | \$162.75   |
| 20  | LABOR                   | \$100.00   | \$2,000.00 |

|                         |                   |
|-------------------------|-------------------|
| <b>Grand Total</b>      | <b>\$2,413.85</b> |
| <b>Deposit Required</b> | <b>\$1,206.93</b> |

*Pricing does not include any applicable sales tax or permit fees.  
Customer to supply any required 110 volt power and/or network infrastructure.  
EWI requires a 50% down payment.*



# ELECTRO WATCHMAN, INC.

FIRE & SECURITY SYSTEMS • SINCE 1921

QUOTE  
G8, Attachment 1  
SNFNQ1625  
Nov 9, 2015

1 W Water Street, Suite 110, Saint Paul, MN 55107

T. 651-310-1265 F. 651-310-1297

**Prepared For:**

City of Maplewood  
2100 White Bear Ave  
Maplewood, MN 55109

Mychal Fowlds  
651-249-2923  
mychal.fowlds@maplewoodmn.gov

**Prepared By:**

Shannon Dawson  
Senior Account Representative  
651-310-1265  
Shannon@electrowatchman.com

**Project Scope:**

**PROJECT: INSTALL PANIC BUTTONS IN TWO RECEPTIONIST CHECK-IN AREAS. ONE ON EACH LEVEL. S2 NODE IS LOCATED ON 2ND FLOOR. CONNECT AND PROGRAM TO TRIP VOICE MODULE OVER AT PD, AND ALSO TO TRIP AES RADIO FOR DISPATCH.**

| Qty | Description             | Unit Price | Ext. Price |
|-----|-------------------------|------------|------------|
| 2   | HONEYWELL PANIC BUTTONS | \$24.80    | \$49.60    |
| 2   | WIRE                    | \$34.10    | \$68.20    |
| 11  | LABOR                   | \$100.00   | \$1,100.00 |

|                         |                   |
|-------------------------|-------------------|
| <b>Grand Total</b>      | <b>\$1,217.80</b> |
| <b>Deposit Required</b> | <b>\$608.90</b>   |

*Pricing does not include any applicable sales tax or permit fees.  
Customer to supply any required 110 volt power and/or network infrastructure.  
EWI requires a 50% down payment.*

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Mychal Fowlds, IT Director  
**DATE:** December 8, 2015  
**SUBJECT:** **Approval to Purchase Council Chambers Audio/Visual Equipment**

**Introduction**

The City utilizes the Council Chambers for numerous commission and board meetings. Those meetings are also to be broadcast live and recorded for playback. A large amount of our current equipment is nearing its end of life. This proposal would replace the majority of our core systems while adding additional functionality to the space.

**Background**

Much of our current equipment was installed in 2005/2006 in the amount of roughly \$45,000 via an equipment replacement grant by the Cable Commission. While that equipment has worked well we are beginning to see intermittent issues. In 2010 we upgraded our audio equipment and most recently, in 2015, we replaced our cameras, both of which were funded via an equipment grant. While most of this equipment is still functioning as expected there are some needed improvements as well. What follows is a summary of improvements that are included in this request.

- Cablecast Recording & Playback – Once we move to HD we will need to replace the equipment used to capture and replay our meetings. This includes a system similar to our existing system but would be able to handle HD while also giving us some new features for our Bulletin Board.
- Audio Upgrade – While the control system is still working fine we're proposing the replacement of the actual microphones at the dais.
- Wireless Microphones – This request includes the replacement of both of our wireless microphones.
- Control – This provides the ability to presenters to control the various inputs (laptop, DVD, iPad, etc.) from within the Council Chambers. This will also greatly reduce the lag time we currently see when switching between sources during a meeting.
- Chamber Displays – Lastly, this request includes 2 additional flat panel TV's for viewing material within the chambers.

If approved, the items listed in this project would not only upgrade and replace our core equipment used for capturing our meetings, they would also provide us with new tools to help improve the meeting itself.

**Budget Impact**

The items listed above are in accordance with the Equipment Reimbursement Plan approved by the Ramsey/Washington Suburban Cable Commission. The purchase, not to exceed \$80,000, will be made from the IT Fund and then be submitted to the RWSCC for reimbursement.

**Recommendation**

It is requested that approval be given to purchase the Council Chambers hardware improvements listed above from Tierney Brothers.

**Attachments**

1. Requisition





Quote

Illinois | Indiana | Iowa | Michigan | Minnesota | Ohio | Wisconsin  
 Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326  
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
 www.tierneybrothers.com

| Quote # | Date      |
|---------|-----------|
| 63948   | 12/4/2015 |

**Bill To**

Mychal Fowlds  
 City of Maplewood  
 1830 County Rd B East  
 Maplewood MN 55109

**Ship To**

Mychal Fowlds  
 City of Maplewood  
 1830 County Rd B East  
 Maplewood MN 55109

\_\_\_ Initial if correct or revise accordingly

\_\_\_ Initial if correct or revise accordingly

| Expires  | Sales Rep        | Contract      | Memo               |
|----------|------------------|---------------|--------------------|
| 3/3/2016 | 209 Heidi Harvey | MNS-CPV 21594 | Audio Video Update |

| Qty | Item              | Description   | Price    | Ext. Price |
|-----|-------------------|---|----------|------------|
|     |                   | Council Chambers Audio Video Update R1 State Contract   |          |            |
|     |                   | -----Video Equipment-----   |          |            |
|     |                   | Owner Furnished Product - Sony PTZ HD Cameras w/ Network Cards and IP10 Controller  |          |            |
| 2   | E705              | E705 - 70" LED LCD Public Display Monitor, 1920 x 1080 (FHD), 450 cd/m2 panel, Full bidirectional LAN/RS-232 Control, HDMI x2, DisplayPort, DVI-D, VGA, OPS Option Slot, Integrated 10W x 2 speakers, 3 year standard warranty, Stand not included. | 2,970.76 | 5,941.52   |
| 2   | TS525TU           | Thin Swing Arm Large  | 350.69   | 701.38     |
| 1   | MPS 602           | Media Presentation Switcher with DTP Extension Variable Preamp Output - No Amplifier, DTP 330   | 1,144.25 | 1,144.25   |
| 1   | DTP HD DA 230     | HDMI to Four Output DTP DA Amplifier  | 1,604.25 | 1,604.25   |
| 3   | DTP HDMI 230 Rx   | HDMI Twisted Pair Extender  | 270.25   | 810.75     |
| 2   | HDMI DA4          | HDMI DA Series<br>HDMI Distribution Amplifiers<br>Four Output HDMI  | 569.25   | 1,138.50   |
| 2   | MBU 123 70-212-01 | Under Desk Mounting Kit (1/4 Rack)  | 28.75    | 57.50      |
| 1   | DTP HDMI 230 Tx   | HDMI Twisted Pair Extender  | 270.25   | 270.25     |
| 1   | DTP HDMI 230 Rx   | HDMI Twisted Pair Extender  | 270.25   | 270.25     |
| 1   | XTP T USW 103     | XTP T USW 103<br>Three Input XTP Switcher with Integrated XTP Transmitter   | 1,029.25 | 1,029.25   |
| 1   | XTP R HDMI        | XTP R HDMI<br>XTP Receiver for HDMI   | 511.75   | 511.75     |
| 1   | Integration Item  | Eye-14<br>Ceiling Visualizer 1920 X 1080  | 3,872.96 | 3,872.96   |
| 1   | Integration Item  | EYEKIT<br>Ceiling Mount Kit   | 218.40   | 218.40     |
|     |                   | Owner Furnished Product -Seven (7) Samsung UN19F4000AF LCD Displays   |          |            |
|     |                   | Broadcast Equipment   |          |            |



Quote

| Quote # | Date      |
|---------|-----------|
| 63948   | 12/4/2015 |

| Qty                       | Item             | Description   | Price    | Ext. Price |
|---------------------------|------------------|---|----------|------------|
| -----Audio Equipment----- |                  |   |          |            |
|                           |                  | Owner Furnished Product - Two (2) Biamp Nexia CS and OFE Council Chamber Amplifier and Speakers   |          |            |
| 14                        | MX418D/S         | Desktop Gooseneck Mic: Supercardioid Attached 10' XLR Cable, Logic Functions, Programmable  | 245.10   | 3,431.40   |
| 1                         | MX890-H5         | Wireless Desktop Base Integrated Wireless Transmitter   | 340.86   | 340.86     |
| 1                         | MX415/C          | 15" Shock-Mounted Gooseneck, Cardioid, includes surface mount preamplifier  | 237.12   | 237.12     |
| 1                         | SLX4L-H5         | Diversity Receiver with TTL Logic Output, PS21 Power Supply, 1/4 Wave Antenna, and Rack Mounting Hardware. For use with MX690 and MX890 | 295.26   | 295.26     |
| 1                         | SLX14/85-H5      | WIRELESS BODYPACK WITH SLX4/WL185 LAV MIC   | 531.24   | 531.24     |
| -----Control System-----  |                  |   |          |            |
| 1                         | AV3              | 3-Series Control System®  | 2,530.00 | 2,530.00   |
| 2                         | Integration Item | TSW-752-B-S<br>7" Touch Screen Controller   | 920.00   | 1,840.00   |
| 1                         | TSW-750-TTK-B-S  | TableTop Kit for TSW-750, Black Smooth  | 115.00   | 115.00     |
| 1                         | TSW-UMB          | Universal Mounting Bracket for Touch Screens & Wall Docks   | 23.00    | 23.00      |
| 1                         | CEN-SWPOE-16     | 16-Port Managed PoE Switch  | 1,523.75 | 1,523.75   |

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

|                             |             |
|-----------------------------|-------------|
| <b>Subtotal</b>             | 28,438.64   |
| <b>Tax (MN_EGEE 7.125%)</b> | 2,026.25    |
| <b>Total</b>                | \$30,464.89 |

The information contained within this proposal is supplied to you on a confidential basis and is not for disclosure to any organization without written consent of Tierney Brothers, Inc.

This document is subject to the terms and conditions found here: [www.tierneybrothers.com/SOTC](http://www.tierneybrothers.com/SOTC)



Quote

Illinois | Indiana | Iowa | Michigan | Minnesota | Ohio | Wisconsin  
 Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326  
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
 www.tierneybrothers.com

| Quote # | Date      |
|---------|-----------|
| 64173   | 12/9/2015 |

**Bill To**

Mychal Fowlds  
 City of Maplewood  
 1830 County Rd B East  
 Maplewood MN 55109

**Ship To**

Mychal Fowlds  
 City of Maplewood  
 1830 County Rd B East  
 Maplewood MN 55109

\_\_\_ Initial if correct or revise accordingly

\_\_\_ Initial if correct or revise accordingly

| Expires  | Sales Rep        | Contract      | Memo                   |
|----------|------------------|---------------|------------------------|
| 3/8/2016 | 209 Heidi Harvey | MNS-CPV 21594 | Tightrope Equipment SC |

| Qty | Item             | Description   | Price     | Ext. Price |
|-----|------------------|---|-----------|------------|
| 1   | Integration Item | Tightrope Equipment State Contract<br>CBL-SX2HD-530<br>Two SD/HD channel decodes, one channel SD/HD encode, multi-format video server with 16 TB useable storage in a 3 rack unit chassis. Selectable SD or HD SDI with embedded audio. Up-converts 480i to 1080i and Downconverts 1080i to 480i. Includes Cablecast Automation and Carousel Server Software. 6 hours of installation support and end user training are included. | 27,628.50 | 27,628.50  |
| 1   | Integration Item | CBL-CG330-SDI<br>Carousel bulletin board configured for broadcast in a 1RU chassis. SDI and Composite outputs, genlock input, hardware accelerated graphics. All Carousel features as well as interface with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins updated dynamically throughout the day. 2 hours of installation support and end user training are included  | 3,604.70  | 3,604.70   |
| 1   | Integration Item | CBL-SVR430-VOD<br>Web centric head end automation system, integrated video bulletin board software and Cablecast VOD in a 3 rack unit chassis. H.264 VOD streaming to mobile devices and desktops. Independent automation control for SX servers or other devices, redundant power, 6TB RAID5 Content and 1 TB RAID1 system storage. Includes 6 hours of end user training and installation support.                              | 8,356.35  | 8,356.35   |
| 1   | Integration Item | CBL-LIVE-330<br>H.264 HLS adaptive bit-rate live streaming server in a 1 rack unit chassis, integrated into Cablecast's user interface and public web interface. Stream is controllable through Cablecast and may be disabled on a per show basis. Single channel input. 2 hours of installation support and end user training are included.  | 3,124.45  | 3,124.45   |
| 1   | Integration Item | Misc Cablecast Part<br>THIS IS NOT A TRMS ITEM AND NOT PURCHASED THROUGH TRMS : required SDI switch for switching between SDI sources. one  | 1,695.00  | 1,695.00   |



Quote

| Quote # | Date      |
|---------|-----------|
| 64173   | 12/9/2015 |

| Qty | Item | Description  | Price | Ext. Price |
|-----|------|--|-------|------------|
|     |      | <p>popular option is the BlackMagic Smart Video Hub 12x12 Clean Switch for MSRP \$1500. We can control other models but this seems to be the one most customers choose for price/features. Of course there are advantages to other models so your integrator/dealer may quote you for other models instead.</p> <p>If tax has not been included on this proposal, pricing does not include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes.</p> <p>If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.</p> <p>* This quotation is for product and services included on the Minnesota State Contract only.<br/>           * Additional components not available on Contract may be needed for the system to function as designed.<br/>           * Installation and non contract items provided on separate quotation. The services on this page must be purchased in conjunction with the Integration services on the Contract Release portion of this proposal.<br/>           * Cabling is a combination of pre-terminated product and bulk cable requiring termination with a specific compression tool.<br/>           * Manufacturer's warranties only apply to product purchased on State Contract portion of this proposal.<br/>           * Tierney Brothers, Inc. will assist in any vendor communications to obtain replacements or return product as specified in the Contract.</p> |       |            |

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

|                             |             |
|-----------------------------|-------------|
| <b>Subtotal</b>             | 44,409.00   |
| <b>Tax (MN_EGEE 7.125%)</b> | 3,164.14    |
| <b>Total</b>                | \$47,573.14 |

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**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Mychal Fowlds, IT Director  
**DATE:** December 8, 2015  
**SUBJECT: Approval to Replace Communication Cabling at City Hall**

**Introduction**

Much of the communication cabling on the City Hall side of 1830 is original to the building/addition and is not currently terminated in the new server room. This item, if approved, will replace all of the aging communication cables and terminate them in the new server room.

**Background**

As stated above, the City utilizes communication cabling for everything from PC connections, wireless infrastructure, security cameras and more. In recent years many of the cables at 1830 have begun to fail resulting in unreliable connections for staff and ultimately increased downtime. This item will remove all old cabling at City Hall and replace with new Cat6 cabling. The installation of this infrastructure will provide a much more reliable connection for all of our employees at City Hall while also future proofing the building for years to come by having the capability to handle speeds far greater than our current need, for a minimal increase in project costs.

**Budget Impact**

The installation of the communication cabling at City Hall, in an amount not to exceed \$22,000 has been planned for and will be funded from the IT Fund.

**Recommendation**

Staff recommends that the Council give approval to enter into an agreement with Line 1 Partners to complete the cabling.

**Attachments**

1. Requisition



# ESTIMATE



LINE 1 PARTNERS, INC.  
 6901 East Fish Lake Road, Suite 104  
 Maple Grove, MN 55369  
 763-463-6370

|            |              |
|------------|--------------|
| DATE       | ESTIMATE NO. |
| 11/20/2015 | 16245        |

|   |
|---|
| <b>BILL TO:</b>   |
| The City Of Maplewood<br>1830 East County Road B<br>Maplewood, Mn 55109 |

|                 |
|-----------------|
| <b>SHIP TO:</b> |
|                 |

|                  |
|------------------|
| <b>SALES REP</b> |
| DL               |

| QTY  | ITEM #            | DESCRIPTION  | UNIT COST    | TOTAL       |
|--|-------------------|--|--------------|-------------|
|  |                   | >>Estimate to Install (146) new Cat 6 cables from new Data Center at City Hall and removal of old cabling.<< |              |             |
| 24,000   | S-UTP-424-6P      | Cat 6 Cable, Plenum  | 0.32         | 7,680.00    |
| 146  | S-KEY-8E6         | Leviton Category 6 Extreme Connector   | 7.75         | 1,131.50    |
| 50   | S-REC-2WAY-LE     | Multiport Keystone Receptacle, Leviton   | 1.70         | 85.00       |
| 22   | S-REC-SMH2        | Leviton 2 Port Surface Mount Housing   | 2.20         | 48.40       |
| 3  | S-PP-48AP-EXT     | Leviton 48-Port Extreme Angled Pre-Configured Patch Panel  | 496.86       | 1,490.58    |
| 1  | S-CPI-LADDER      | Chatsworth Universal Cable Runway, Blk   | 119.22       | 119.22      |
| 1  | S-CPI-DATARACK-BD | Chatsworth Standard Rack, 19Wx7Hx3D, 15D Base, 45 RMU, Glacier White   | 222.65       | 222.65      |
| 1  | S-CPI-LR-JS       | Chatsworth Ladder Rack Junction Splice Kit, 1 1/2x3/8, Blk   | 8.75         | 8.75        |
| 1  | S-MISC            | Miscellaneous, hangers, fasteners  | 175.00       | 175.00      |
| 1  | S-SVC             | Labor  | 9,250.00     | 9,250.00    |
|  |                   | <b>SCOPE OF WORK</b>   |              |             |
|  |                   | --(10) Single Cat 6 locations.   |              |             |
|  |                   | --(50) Dual Cat 6 locations.   |              |             |
|  |                   | --(9) Quad Cat 6 locations.  |              |             |
|  |                   | --Install ladder rack to connect new 2 post rack to existing ladder.   |              |             |
|  |                   | --Move existing cables from server room cabinet to new 2 post rack.  |              |             |
|  |                   | --Remove all old data and analog cabling once new cabling is in place.                                       |              |             |
|  |                   | <b>OPTIONS:</b>  |              |             |
|  |                   | --Glacier White Chatsworth Evolution Horizontal Management.....\$119/each                                    |              |             |
|  |                   | --Glacier White Evolution Double Sided Vertical Management....\$1199/each                                    |              |             |
| Thank you for letting us provide you with this estimate! |                   |  | <b>TOTAL</b> | \$20,211.10 |



**PARALLEL TECHNOLOGIES**

7667 Equitable Dr, Suite 201  
 Eden Prairie, Minnesota 55344  
 Phone: 952-920-7185

**PROPOSAL**



**Quote To:**

**City of Maplewood**  
 Mychal Fowlds  
 1830 County Rd B East  
 Maplewood MN 55109

**Ship To:**

**City of Maplewood**  
 Mychal Fowlds  
 1830 County Rd B East  
 Maplewood MN 55109

**Quote ID:** PTIQ6554  
**Date:** 11/23/15  
**Expires:** 12/23/2015  
**Prepared By:** Josh Klein



**Project Overview**

- Install 142 Cat 5e cables for data ( Unless Customer chooses Cat 6 Option )
  - Install 1 floor mounted 2-post racks in the (mdf) Glacier white - Per Customer specifications
  - Install 10' of ladder rack within the (mdf)
  - Mount and label 3- 48-port copper patch panels
  - Terminate data cabling to Cat 5e jack(Cat6) in the WAO, and to the Cat 5e (Cat6) patch panel in the MDF
  - Parallel Technologies will remove Patch Panel from existing data rack along with newly installed cabling, and Incorporate it into New Data Rack Per Scope of work
  - Parallel Technologies will Install, terminate, test, and get New system working. Then return at a later date to Demolition all existing Cabling not being used. Per Customers instructions
  - All cables will be labeled and terminated base on the clients standards or a mutually agreed upon labeling scheme.
  - All newly installed cables will be tested.
  - As-built drawings will be created after project completion.
- Parallel Technologies will disconnect the Fiber Optic Cable in the IDF, then pull the Fiber Cable back to the MDF, (Where it Originates) and coil and support it. ( Customer may use it in the Future)



**Contract Value 31,981.08**

Pricing expires 30 days from date of quote. If accepted after expiration, project must be revised with updated pricing. Standard payment terms are 100% of materials and 50% of labor will be invoiced on project acceptance, Progress billing thereafter unless otherwise noted. shipping, handling and all applicable taxes are not included and will be charged in addition to the quoted amount. Additional terms apply.



**Acceptance**

**Parallel Technologies, Inc.**

**City of Maplewood**

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

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

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

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

## Detailed Scope of Work

### Assumptions

#### Project Assumptions:

- All new cabling work to be performed during regular business (7:00 AM - 3:30 PM).
- Any delays experienced due to restricted access and areas not being ready for cable vendor (moving items, waiting for people to move etc.) could be subject to added cost.
- Work after 3:30 pm or on weekends will be done on overtime. Unless previously arranged and in that case it would be done at shift pay.
- All after hours work will be coordinated with at least 2 days prior notice.
- Any work done outside the above scope of work will be done per the RFP pricing. If not in the RFP pricing, it will be done on a time and material basis. Unless a bid is requested.
- Parallel Technologies will provide a status report along with issue log for the purpose of tracking the projects as well as issues and who is the owner of said issue.
- The design has been approved before the start of the project.
- All cabling shall be installed into existing and new pathways. If additional pathway installation is required, there will be an additional charge to the owner.
- Quote does not provide for any patch cords or patch cord installation. If client needs patch cords installed at rack/switch or workstation a change order will incur.
- Plywood backboard in server room by others.
- If lift is needed a change order will incur for rental.
- All cables shall be tested with Fluke DTX or equal and will comply with Cat5e or Cat6 standards.
- All work areas are assumed to be in an asbestos free environment.
- All electrical work is excluded.
- All PBX, Data Equipment are excluded (provided by others)
- All programming, active network hardware, data ties, patch cord installation and ties to outside services are excluded.
- All cable pathways are to be existing, clear, furnished with drag, unobstructed, and ready to accommodate new cabling.
- All conduits, back boxes, pull boxes, raceway, power poles, cores holes, penetrations, cutting, painting and patching is excluded.
- Quantities are limited to those as specified by this document only.

| Qty                           | Mfr Model #    | Description  | Unit Price            | Extended Price     |
|-------------------------------|----------------|--|-----------------------|--------------------|
| <b>MATERIALS</b>              |                |  |                       |                    |
| 17                            | 10032227       | HyperPlus Category 5e Plenum - WHITE-  | \$195.03              | \$3,315.51         |
| 3                             | 5G597-U48      | 48-PORT CAT5e PATCH PANEL  | \$268.09              | \$804.27           |
| 142                           | 5G110-RE5      | CAT 5E JACK BLACK  | \$4.54                | \$644.68           |
| 1                             | 55053-E03      | CHATSWORTH GLACIER WHITE 7 ft 2 post data rack                               | \$176.06              | \$176.06           |
| 2                             | 35571-E03      | CHATSWORTH GLACIER WHITE VERTICAL WIRE MANAGMENT                             | \$867.65              | \$1,735.30         |
| 2                             | DCHS1          | HORIZONTAL CABLE MANAGER1RU SINGLE SIDE                                      | \$66.49               | \$132.98           |
| 1                             | LSS12BLK       | 12IN LADDER RACK   | \$78.67               | \$78.67            |
| 1                             | LWASK12BLK     | 12IN WALL ANGLE SUPPORT  | \$23.40               | \$23.40            |
| 1                             | LJSKB          | JUNCTION SPLICE 1 1/2 STG  | \$9.65                | \$9.65             |
| 75                            | TL25           | Single 2.5IN CABLE SUPPORT LOOP  | \$1.04                | \$78.00            |
| 25                            | TL50           | 5 Cable Loop   | \$4.38                | \$109.50           |
| 100                           | CWS6           | 6 foot ceiling wire bare   | \$0.74                | \$74.00            |
| 48                            | 42080-2WS      | 2-PORT WALL PLATE WHITE  | \$1.46                | \$70.08            |
| 8                             | 42080-4WS      | 4-PORT WALL PLATE WHITE  | \$1.46                | \$11.68            |
| 10                            | 41089-1WP      | 1 PORT SURFACE MOUNT BOX   | \$1.67                | \$16.70            |
| 20                            | THHN-6-STR-GRN | Green #6 Grounding wire  | \$0.43                | \$8.60             |
| 1                             | MISC           | Miscellaneous Materials  | \$300.00              | \$300.00           |
|                               |                | <b>SubTotal</b>  |                       | \$7,589.08         |
| <b>OPTIONAL CAT6 PRODUCTS</b> |                |  |                       |                    |
| 17                            | 10136230       | CAT 6 cable White (Optional)   | \$250.99              | \$4,266.83         |
| 3                             | 69587-U48      | eXtreme 6+ Universal Angled Patch Panel, 48-Port, 2RU, Category 6 (Optional) | \$390.86              | \$1,172.58         |
| 5                             | 61110-BE6      | Cat 6 Jack Black 25 pack (Optional)  | \$153.11              | \$765.55           |
| 17                            | 61110-RE6      | CAT6 1568 A/B WIRING JACK (Optional)   | \$6.44                | \$109.48           |
|                               |                | <b>SubTotal</b>  |                       | \$0.00             |
| <b>LABOR SERVICES</b>         |                |  |                       |                    |
|                               | PTI-LBR-CBL    | Labor Services Structured Cabling  |                       | \$21,170.00        |
|                               | PTI-PM-CBL     | PM Services Structured Cabling   |                       | \$2,750.00         |
|                               | PTI-PC-CBL     | PC Services Structured Cabling   |                       | \$472.00           |
|                               |                | <b>SubTotal</b>  |                       | \$24,392.00        |
|                               |                |  | Services              | \$24,392.00        |
|                               |                |  | Products              | \$7,589.08         |
|                               |                |  | <b>Contract Value</b> | <b>\$31,981.08</b> |

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Karen Haag, Director Citizen Services  
**DATE:** December 9, 2015  
**SUBJECT:** Reschedule December 28, 2015 City Council Meeting

**Introduction**

The second regularly scheduled city council meeting for the month of December falls on December 28, 2015. Due to the holiday season it is requested that the council meeting be rescheduled to December 21, 2015.

Section 1 of the Rules of Procedure for City Council and City Council Meetings states the following:

*The City Council shall hold regular meetings on the second and fourth Mondays of each month at 7:00 p.m., provided that when the day fixed for any regular meeting falls on a day designated by law as a legal holiday, such meeting shall be held at the same hour on the next succeeding Tuesday, not a holiday, unless authorized by the City Council.*

**Budget Impact**

None

**Recommendation**

Staff is requesting that the December 28<sup>th</sup> meeting be rescheduled for December 21<sup>st</sup> due to city council and staff traveling over the holiday season. Upon approval, staff will properly post the change of date to notify the public.

## MEMORANDUM

**TO:** City Manager Melinda Coleman

**FROM:** Chief of Police Paul P. Schnell

**DATE:** December 7, 2015

**SUBJECT:** Approval of Agreement with the YMCA to Partner for a Promise Fellow to Serve At-Risk Maplewood Youth

### **Introduction**

In consultation and coordination with Maplewood's Parks Department and ISD 622, the Maplewood Police Department seeks to enter into a Memorandum of Understanding between the White Bear Lake YMCA for an AmeriCorps Promise Fellow to provide youth development services focused on the elimination of school achievement and opportunity gaps and the reduction of school and community-based delinquency issues.

### **Background**

In consultation and coordination with the Parks Department and staff at ISD 622, the Maplewood Police Department seeks to engage the services of an AmeriCorps Promise Fellow to provide youth development services in collaboration with school personnel and the City's School Resource Officer. The White Bear Lake Area YMCA currently engages other Promise Fellows that work in sites and focused projects through agreement with ISD 622. The Promise Fellow position arising out of this agreement will engage in a variety targeted efforts, including, but not limited to:

- Delinquency prevention
- Increased school achievement
- Initial implementation of Integrative Youth Development efforts
- Mentorship
- Support for increased family engagement

City Council approval is requested to enter into a memorandum of understanding (contract for services) with the YMCA of the Greater Twin Cities to provide specified services. The term of agreement is September 1, 2015 through August 31, 2018 with the provision that either party may terminate the agreement with written notice. The agreement provides that the City will pay an annualized fee of \$10,000.00 to the YMCA to off-set Promise Fellow program costs. The police department intends to fund the Promise Fellow initiative using forfeiture monies as preventative efforts are an allowable expenditure.

At the end of the 2015-2016 school year, City staff will provide the City Council with a report summarizing program efforts, outputs, and outcomes.

### **Budget Impact**

Annual program costs (\$10,000.00) to come from the department's forfeiture fund.

**Recommendation**

It is recommended that the City Council approve the agreement between the City of Maplewood and the YMCA for the purpose of initiating the AmeriCorps Promise Fellow and that the Finance Director be authorized to make any necessary budget adjustments.

**Attachments**

Agreement

**CITY OF MAPLEWOOD  
YOUTH DEVELOPMENT SERVICES EXTENSION TO  
YMCA GENERAL SERVICES CONTRACT**

This EXTENSION AGREEMENT hereinafter referred to as, "Agreement," made and entered into by and between the City of Maplewood, Minnesota, hereinafter referred to as, "City," and the White Bear Area YMCA, 2100 Orchard Lane, White Bear Lake, Minnesota 55110, hereinafter referred to as, "Consultant."

**RECITALS**

- a. Consultant is a branch of the YMCA of the Greater Twin Cities, Inc., and is experienced in providing trained staff and personnel for work relative to youth activities and programming as well as the programming itself; and
- b. The City seeks to enter into an agreement for the necessary provisioning of human resources/staff and youth programming services, particularly with respect to populations suffering from achievement gaps due to the lack of sufficient programming/community-engagement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreement contained within this Agreement, the City and Consultant hereby agree as follows:

**1. Scope of Services**

- A. Consultant agrees to provide to the City one Promise Fellow under the supervision of the Consultant, to administer a program of youth-programming and engagement at locations mutually agreed upon by the City, Consultant, and with the approval of the appropriate administrators of the various locations;
- B. Pending the consent of school district and housing administrators, the Promise Fellow described in section A will work during the school day at locations such as but not necessarily including Maplewood Middle School, John Glenn Middle School, Harmony Learning Center, and North High School as well as after school at housing complexes such as but not necessarily including Wyngate Townhomes (Village Trail) and Maple Pond Homes;
- C. The Consultant and City will agree mutually upon measuring impact of this program through surveys or other measurement tools;

**2. Compensation and Terms of Payment**

- A. The annualized rate for the services outlined in Section 1, Scope of Services, paragraph A, B, & C, shall be Ten Thousand and no/100 (\$10,000.00) Dollars.
- B. Consultant shall provide invoices on a monthly basis to the authorized agent of the City for payment of work completed. The authorized agent shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. Payments shall be made within

thirty (30) days after receipt of invoices for services performed and acceptance of such services by the authorized agent of the City.

**3. Condition of Payment**

All services provided by Consultant pursuant to this Agreement shall be performed to the satisfaction of the City, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the City to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations. If Consultant and the City agree, any controversy or claim arising out of or relating to this Agreement shall be settled between the parties by mediation. Each party shall pay its own costs resulting from the utilization of the arbitration process. The fees and costs charged by the American Arbitration Association shall be borne equally by the parties.

**4. Term of Agreement**

This Agreement shall be effective from September 1, 2015 through August 31, 2018. The Agreement is renewable annually for up to three years with annual increase as may be agreed upon between the Consultant and the City in writing.

**5. Authorized Agents**

The City of Maplewood shall appoint an authorized agent for the purpose of administration of this Agreement. Consultant is notified of the authorized agent of the City of Maplewood as follows:

Melinda Coleman City  
Manager  
City of Maplewood  
1830 County Road B East  
Maplewood, MN 55109

The City is notified of the authorized agent for the Consultant as follows:

White Bear Lake YMCA  
2100 Orchard Lane  
White Bear Lake, Minnesota 55110

**6. City and State Audit**

Pursuant to Minn. Stat. § 16C.05, subd. 5 (1998), the books, records, documents, and accounting procedures and practices of Consultant relative to this Agreement shall be subject to examination by the City and State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Consultant for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the City of Maplewood regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the City notifies Consultant in writing

that the records need no longer be kept.

**7. Indemnity**

Provider agrees to defend, indemnify and hold the City, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the Consultant, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance, non-performance or malfeasance in the performance of any of the work or services to be performed or furnished by the Consultant or the subcontractors, partners or independent contractors or any of their agents or employees under this Agreement.

Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in Consultant's final reports and services.

**8. Indemnification and Insurance**

A. Indemnification. The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur or be required to defend or payarising out of the Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

B. Insurance. Consultant agrees to maintain insurance to protect itself and the City under the indemnity provision set forth above and professional liability insurance. Consultant will carry Workers Compensation insurance as required by Minnesota statutes.

**9. Subcontracts**

Consultant shall not subcontract any portion of the work to be performed under this Agreement nor assign this Agreement without prior written approval of the authorized agent of the City. Consultant shall ensure and require that any subcontractor agrees to and complies with all the terms of this Agreement. Any subcontractor of Consultant used to perform any portion of this Agreement shall report to and bill Consultant directly. Consultant shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

**10. Force Majeure**

City and Consultant agree that Consultant shall not be liable for any delay or inability to perform this Agreement, directly or indirectly caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Consultant and the City.

**11. Data Practices**

Consultant, its agents, employees and any subcontractors of Consultant in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Consultant acknowledges that nature of the work will result in the exposure of the Consultant or their designee to confidential information. Reporting data shall be aggregated and not include confidential information whenever possible to preserve its confidential nature. However, the Consultant agrees to hold the City, its officers, department heads and employees harmless from any claims resulting from the Consultant's (or their employees designees or assigns) unlawful disclosure, failure to disclose, or use of data protected under state and federal laws.

**12. Termination**

This Agreement may be terminated by either party, without cause, upon ninety (90) days written notice to Consultant or the Authorized Agent of the City,

**13. Independent Contractor**

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of copartner, joint ventures, or an association with the City and Consultant. Consultant is an independent contractor and neither it, its employees, agents, subcontractors nor representatives shall be considered employees, agents or representatives of the City. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. All qualifications, educational requirements and fitness- for-duty on the part of the Consultant's hires shall be exclusively t From any amounts due Consultant, there shall be no deduction for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

**14. Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed to Consultant at its address stated herein, and to the authorized agent of the City at the address stated herein.

**15. Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the

City of Maplewood, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

**16. Successors and Assigns**

The City and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the City nor Consultant shall assign, sublet, or transfer any interest in this agreement without prior written consent of the other.

**17. Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

**18. Separability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**19. Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the City and Consultant relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**CITY OF MAPLEWOOD**

**WHITE BEAR LAKE YMCA**

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

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Nora B. Slawik, Mayor

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Paul Schnell, Chief of Police  
**DATE:** December 7, 2015  
**SUBJECT:** Approval for Police Department to Accept Donation from Ramsey County Sheriff's Foundation

**Introduction**

The Ramsey County Sheriff's Foundation has submitted a \$1,000 donation to the Maplewood Police Department, and City Council approval is required to accept this donation.

**Background**

Each year the Ramsey County Sheriff's Foundation holds its annual Fright Farm event at the Ramsey County Fairgrounds. Over many years, the Maplewood Police Department through its Reserve Unit has provided support of the event by staffing traffic control personnel to the entrance of the event.

In recognition of the efforts of the department and the Reserve Unit, the Sheriff's Foundation made a donation to the department in the amount of \$1,000.00.

The Maplewood Police Department is grateful for the incredibly generous donation that support of departmental programs and activities.

**Budget Impact**

The donation by the Ramsey County Sheriff's Foundation provides the City and its Reserve Unit to support the department's efforts.

**Recommendation**

Approval of a resolution accepting a \$1,000 donation from the Ramsey County Sheriff's Foundation.

**Attachments**

1. Letter from Ramsey County Sheriff's Foundation
2. Donation Acceptance Resolution



## RAMSEY COUNTY SHERIFF'S FOUNDATION

*Enhancing programs and services for youth, crime prevention, community outreach, and public safety provided by the Ramsey County Sheriff's Office*

December 1, 2015

Maplewood Police Department  
1830 County Road B East  
Maplewood, MN 55109

Dear Maplewood Police Department Staff and Reserves,

Thank you for your competent help with traffic control at Fright Farm this October! It is always comforting to know you are on duty and making sure everyone is safe as well as providing backup to Ramsey County Sheriff Office staff and reserves if need be.

We hope you had some fun and good food as well!

Please find enclosed a donation of \$1,000.00 for your participation in our largest fund raising event.

Sincerely,

Cheryl Hiner

President

**RESOLUTION  
EXPRESSING ACCEPTANCE OF AND APPRECIATION OF  
A DONATION TO THE MAPLEWOOD POLICE DEPARTMENT**

WHEREAS, the Ramsey County Sheriff's Foundation has presented to the Maplewood Police Department a donation in the amount of \$1,000; and

WHEREAS, the Maplewood City Council is appreciative of the donation and commends the Ramsey County Sherriff's Foundation for their generous donation and 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.

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## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Gayle Bauman, Finance Director

**DATE:** December 8, 2015

**SUBJECT:** Public Hearing on 2016 Tax Levy and Budget

- a. Approval of Resolution Certifying Taxes Payable in 2016
- b. Approval of Resolution Adopting a Budget for 2016

### **Introduction**

Staff is requesting City Council approval of two related matters concerning the levy certification of the final taxes payable in 2016 as well as adoption of the proposed 2016 Budget for the City of Maplewood. A public hearing on the proposed taxes and budget for 2016 has been scheduled for December 14<sup>th</sup> at 7:00 p.m. State law requires that the final property tax levy and budget be adopted in December. The tax levy needs to be adopted before the budget is adopted.

At the September 14<sup>th</sup> council meeting, a total proposed tax levy of \$19,751,270 was approved which is 4.0% (\$759,660) more than the 2015 levy. The final resolutions prepared for your consideration tonight include a 4.0% tax levy increase (\$19,751,270).

### **Budget Planning**

Department Heads, along with the City Manager and Finance Director have been focused on the following:

- The need to control and/or reduce costs
- Assessment and consideration of new sources of revenue
- Review of all existing City services for possible service delivery changes
- Analysis of inter-departmental and inter-governmental service and/or resource sharing
- Identification of critical needs in City-owned buildings and facilities

Department Heads are looking at methods of addressing structural budget challenges in a way that is sustainable and makes increases in the City property tax levy based upon need and responsible decision-making.

Governmental units of all sizes and circumstances face challenges, but for largely developed and established communities like Maplewood, the challenges are somewhat unique. Maplewood has very few areas within its boundaries that offer tax generating development opportunities.

### **The City's Budget**

The budget is composed of a number of different funds, the largest of which is the General Fund. The General Fund is the primary operating fund of the City and includes services such as police, fire, public works, parks maintenance, community development, citizen services and administration. There are essentially two sources of revenue that fund the General Fund budget – the property tax levy and revenues from other sources, such as fees, licenses, permits, fines, charges for services, etc.

Department requests for 2016 in the General Fund are \$536,570 more than the 2015 budget. A majority of this increase (\$323,170) is in personnel services. Union contracts are one of the reasons for this increase. Other requests include additional full time staff for the Fire Department, additional overtime for the Police Department to provide some more targeted policing services and to train officers as first responders, and the addition of a communications position. The next highest increase is in contractual services (\$249,040). After taking all the department requests into consideration and calculating projections for 2016 revenues, the General Fund requires a tax levy increase of approximately \$662,000 to maintain its current fund balance level of 40% of operating revenues.

A breakdown of some of the increases to the General Fund budget over 2015 is as follows:

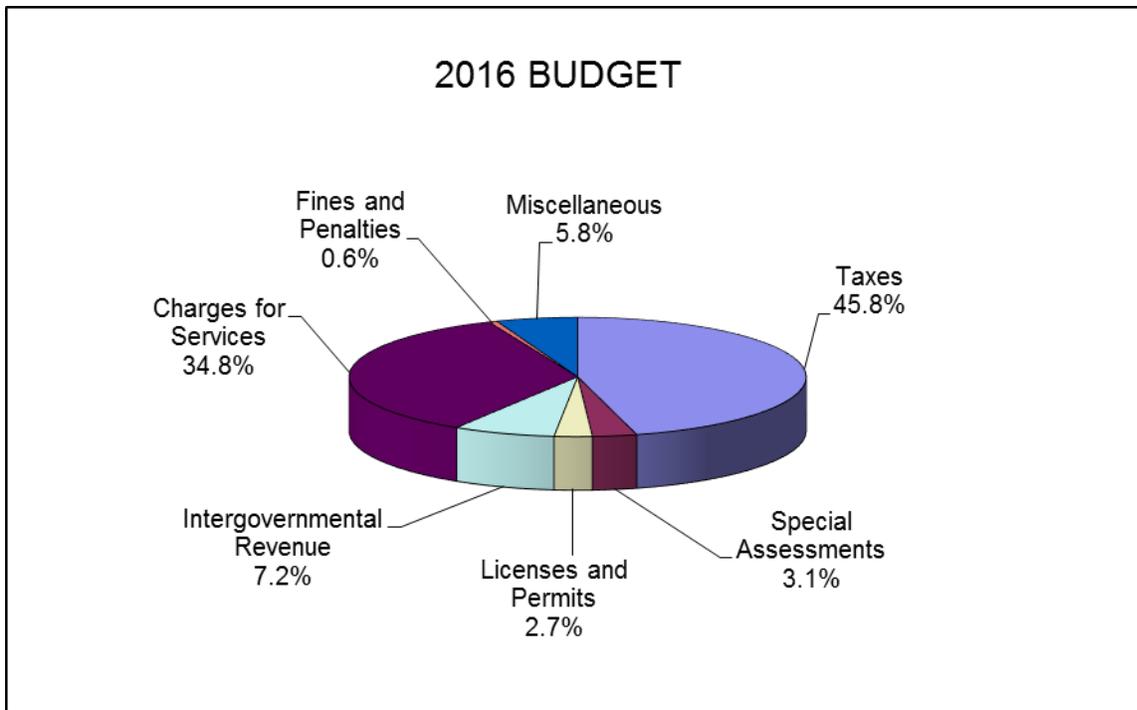
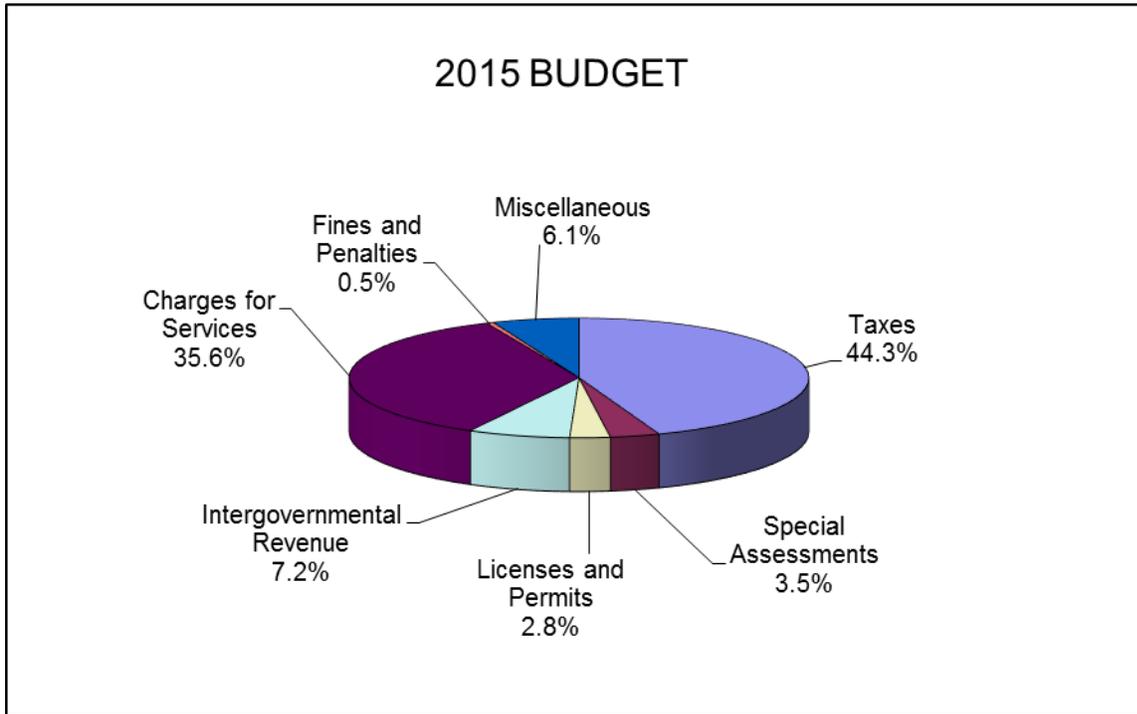
|                           |           |                        |          |
|---------------------------|-----------|------------------------|----------|
| Property insurance        | \$63,310  | Safety program         | \$10,000 |
| COLA/Step increases       | \$130,420 | Newsletter             | \$27,000 |
| Police overtime/Inv. Aide | \$58,230  | Police vehicle leases  | \$39,600 |
| EEDD temp bldg. inspector | \$22,390  | Fire vehicle leases    | \$11,000 |
| PW engineering intern     | \$15,750  | Police Bair analytics  | \$12,000 |
| Fire Dept new employees   | \$34,940  | Police forensics       | \$45,000 |
| Communications position   | \$37,320  | PW nature center trail | \$10,000 |
| Executive intern          | \$13,460  | EEDD training          | \$8,550  |
| HR software               | \$8,550   |                        |          |

**Tax Levy**

Based on requests made during the preparation of our Capital Improvement Plan, we continue to have a need for capital projects such as street improvements, parks, redevelopment and investment in city facilities. Over half of the City's tax levy increases during the past 8 years have been dedicated to debt service costs while only about 1/5<sup>th</sup> has been applied to General Fund operations. Tax levy increases have not been able to keep up with the growth in operational costs due to the need for infrastructure improvements and redevelopment. The proposed 2016 tax levy currently sits as follows:

| FUND                     | 2015 LEVY    | 2016 PROPOSED LEVY | \$ CHANGE | % CHANGE |
|--------------------------|--------------|--------------------|-----------|----------|
| Debt Service             | \$4,792,820  | \$4,792,820        | \$0       | 0.0%     |
| CIP Fund                 | 140,000      | 42,660             | (97,340)  | -69.5%   |
| PD Squad & Equip Fund    | 255,000      | 300,000            | 45,000    | 17.6%    |
| Street project deficits  | 250,000      | 250,000            | 0         | 0.0%     |
| Fire Truck Replacement   | 0            | 60,000             | 60,000    | 100.0%   |
| Redevelopment Fund       | 0            | 25,000             | 25,000    | 100.0%   |
| EDA Fund                 | 89,270       | 89,270             | 0         | 0.0%     |
| General Bldg Replacement | 0            | 50,000             | 50,000    | 100.0%   |
| Ambulance Service        | 335,000      | 310,000            | (25,000)  | -7.5%    |
| Community Center         | 500,000      | 500,000            | 0         | 0.0%     |
| Recreation Programs      | 160,000      | 200,000            | 40,000    | 25.0%    |
| General Fund             | 12,469,520   | 13,131,520         | 662,000   | 5.3%     |
|                          | \$18,991,610 | \$19,751,270       | \$759,660 | 4.0%     |

With this increase, taxes as a percentage of total revenues is increasing slightly from 44.3% in 2015 to 45.8% in 2016 as shown by the following graphs.



### **Impacts on Median Valued Home – City Tax only**

The 'median' is the middle value in a list of numbers – there are just as many values lower than the number as there are higher than it. Based on information received from Ramsey County on November 16, 2015, a median valued home in Maplewood is estimated to increase in value by 1.9%, from \$187,300 to \$190,800. The annual impact of different levels of the City levy increase to a median valued home is as follows:

| LEVY<br>CHANGE | HOME VALUE |            | CITY TAX |        | \$<br>CHANGE | %<br>CHANGE |
|----------------|------------|------------|----------|--------|--------------|-------------|
|                | 2015       | 2016       | 2015     | 2016   |              |             |
| 0%             | \$ 187,300 | \$ 190,800 | \$ 790   | \$ 783 | \$ (7)       | -0.8%       |
| 1%             |            |            |          | \$ 792 | \$ 2         | 0.3%        |
| 2%             |            |            |          | \$ 801 | \$ 11        | 1.4%        |
| 3%             |            |            |          | \$ 810 | \$ 20        | 2.6%        |
| 4%             |            |            |          | \$ 819 | \$ 29        | 3.7%        |

### **Impacts to Properties from Proposed Total Tax Levy**

Based on information received from Ramsey County on November 16, 2015, the maximum tax levies adopted by all taxing districts (County, City, School and Miscellaneous) would have the following effects on different property types within Ramsey County.

Residential – 39.9% of residential properties throughout the County will have property tax decreases. The median change in residential property taxes in the County is +2.0% or a \$48 increase. 43.5% of Maplewood residents are projected to see no increase or a decrease in their property taxes.

Commercial/Industrial – 85% will have decreases in property taxes compared to 2015 throughout the County. The median change in commercial/industrial property taxes in the County is -3.1% or a \$250 decrease.

Apartments – 52.6% will have decreases in property taxes compared to 2015 throughout the County. The median change in apartment property taxes in the County is -0.5% or a \$6 decrease.

### **Fund Balance**

The State Auditor recommends that cities maintain unreserved fund balances in their general fund of approximately 35 to 50 percent of fund operating revenues or no less than five months of operating expenditures. The 2016 budget projects a fund balance of at least 40% of fund operating revenues and at least 4.9 months of operating expenditures. The 4.0% levy increase puts us within the range recommended by the State Auditor.

An adequate fund balance is needed to maintain our bond rating and provide a sufficient balance for our cash flow needs.

Information from Ramsey County shows that other city proposed tax levy changes are as follows:

|                    |        |                 |       |
|--------------------|--------|-----------------|-------|
| Gem Lake           | 66.30% | Shoreview       | 3.90% |
| Vadnais Heights    | 9.83%  | New Brighton    | 3.86% |
| Lauderdale         | 8.36%  | Roseville       | 3.65% |
| North St. Paul     | 8.34%  | Arden Hills     | 3.54% |
| Falcon Heights     | 8.27%  | St. Paul        | 1.90% |
| Town of White Bear | 7.00%  | White Bear Lake | 1.67% |
| Little Canada      | 4.00%  | St. Anthony     | 1.62% |
| North Oaks         | 4.00%  | Mounds View     | 1.00% |

**Update on State Performance Measures**

The City opted to participate in the State Performance Measurement Program again this year. A survey was created which contained 9 performance measures developed by the Council on Local Results and Innovation. The survey was made available to our residents during the month of November. We received about 49 responses and the results are available on our City website. A snapshot of the responses and data from the previous two years is as follows:

| <u>Question – 2015 (49 responses)</u> | <u>Excellent</u> | <u>Good</u> | <u>Fair</u> | <u>Poor</u> | <u>Don't Know</u> |
|---------------------------------------|------------------|-------------|-------------|-------------|-------------------|
| Appearance of City                    | 8%               | 57%         | 33%         | 0%          | 2%                |
| Feeling of Safety                     | 24%              | 63%         | 10%         | 0%          | 2%                |
| Quality of Fire/EMS                   | 33%              | 24%         | 4%          | 6%          | 33%               |
| Condition of Streets                  | 14%              | 33%         | 29%         | 24%         | 0%                |
| Quality of Snowplowing                | 37%              | 39%         | 18%         | 4%          | 2%                |
| Quality of Sewer                      | 41%              | 37%         | 2%          | 2%          | 18%               |
| Quality of Water                      | 47%              | 39%         | 6%          | 0%          | 8%                |
| Quality of Rec Programs/Parks         | 24%              | 49%         | 16%         | 0%          | 10%               |
| Overall City Services                 | 16%              | 61%         | 10%         | 6%          | 6%                |

| <u>Question – 2014 (49 responses)</u> | <u>Excellent</u> | <u>Good</u> | <u>Fair</u> | <u>Poor</u> | <u>Don't Know</u> |
|---------------------------------------|------------------|-------------|-------------|-------------|-------------------|
| Appearance of City                    | 10%              | 65%         | 21%         | 4%          | 0%                |
| Feeling of Safety                     | 29%              | 57%         | 10%         | 2%          | 2%                |
| Quality of Fire/EMS                   | 42%              | 33%         | 6%          | 0%          | 19%               |
| Condition of Streets                  | 8%               | 39%         | 31%         | 22%         | 0%                |
| Quality of Snowplowing                | 27%              | 47%         | 20%         | 6%          | 0%                |
| Quality of Sewer                      | 49%              | 33%         | 2%          | 2%          | 14%               |
| Quality of Water                      | 50%              | 38%         | 4%          | 4%          | 4%                |
| Quality of Rec Programs/Parks         | 29%              | 57%         | 12%         | 0%          | 2%                |
| Overall City Services                 | 14%              | 66%         | 14%         | 2%          | 4%                |

| <u>Question – 2013 (56 responses)</u> | <u>Excellent</u> | <u>Good</u> | <u>Fair</u> | <u>Poor</u> | <u>Don't Know</u> |
|---------------------------------------|------------------|-------------|-------------|-------------|-------------------|
| Appearance of City                    | 9%               | 57%         | 30%         | 2%          | 2%                |
| Feeling of Safety                     | 24%              | 65%         | 7%          | 4%          | 0%                |
| Quality of Fire/EMS                   | 29%              | 29%         | 9%          | 9%          | 24%               |
| Condition of Streets                  | 11%              | 43%         | 31%         | 13%         | 2%                |
| Quality of Snowplowing                | 41%              | 28%         | 19%         | 9%          | 4%                |
| Quality of Sewer                      | 33%              | 37%         | 7%          | 2%          | 20%               |
| Quality of Water                      | 43%              | 44%         | 6%          | 0%          | 7%                |
| Quality of Rec Programs/Parks         | 35%              | 48%         | 9%          | 2%          | 6%                |
| Overall City Services                 | 11%              | 62%         | 17%         | 9%          | 0%                |

| <u>Question – 2012 (96 responses)</u> | <u>Excellent</u> | <u>Good</u> | <u>Fair</u> | <u>Poor</u> | <u>Don't Know</u> |
|---------------------------------------|------------------|-------------|-------------|-------------|-------------------|
| Appearance of City                    | 9%               | 65%         | 20%         | 6%          | 0%                |
| Feeling of Safety                     | 29%              | 55%         | 13%         | 1%          | 2%                |
| Quality of Fire/EMS                   | 24%              | 35%         | 11%         | 14%         | 16%               |
| Condition of Streets                  | 6%               | 49%         | 37%         | 8%          | 0%                |
| Quality of Snowplowing                | 27%              | 51%         | 16%         | 6%          | 0%                |
| Quality of Sewer                      | 31%              | 52%         | 5%          | 0%          | 12%               |
| Quality of Water                      | 48%              | 45%         | 5%          | 0%          | 2%                |
| Quality of Rec Programs/Parks         | 27%              | 54%         | 11%         | 5%          | 3%                |
| Overall City Services                 | 13%              | 60%         | 20%         | 6%          | 1%                |

### **Budget Impact**

This will set the 2016 tax levy payable and the 2016 Budget for the City of Maplewood as required by state law. The final resolutions were prepared with a 4.0% levy increase that was approved at the September 14, 2015 meeting.

### **Recommendation**

Staff recommends approval of the following two resolutions:

- a. Resolution Certifying Taxes Payable in 2016
- b. Resolution Adopting a Budget for 2016

### **Attachments**

1. Resolution Certifying Taxes Payable in 2016
2. Breakdown by Debt Service Fund
3. Resolution Adopting a Budget for 2016
4. PowerPoint presentation
5. 2016 Proposed Budget (under separate cover)

**RESOLUTION  
CERTIFYING TAXES PAYABLE IN 2016**

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

- 1. The following amounts of taxes be levied for 2015, payable in 2016, upon the net tax capacity in said City of Maplewood, for the following purposes:

|                              |              |
|------------------------------|--------------|
| General Fund                 | \$13,131,520 |
| Ambulance Service            | 310,000      |
| Community Center             | 500,000      |
| Recreation Programs          | 200,000      |
| Capital Improvement Projects | 292,660      |
| Police Vehicle & Equipment   | 300,000      |
| General Building Replacement | 50,000       |
| Fire Truck Replacement       | 60,000       |
| Redevelopment                | 25,000       |
| Debt Service                 | 4,476,760    |
| TOTAL LEVY                   | \$19,345,940 |

- 2. In addition, there is a \$316,060 market value based referendum levy for 2015 payable in 2016 to finance the debt service on the 2013B Fire Safety Refunding Bonds. **This results in a total certified City levy of \$19,662,000.** There is also a proposal for an EDA levy of \$89,270. This would bring the total levy up to \$19,751,270 (4.0% increase from 2015).
- 3. The net tax capacity based levy of \$4,476,760 for Debt Service and the market value based referendum levy of \$316,060 total \$4,792,820. This is a net decrease of \$2,178,716.90 in the scheduled levy of \$6,971,536.90. The breakdown by Debt Service Fund is attached.

| City of MAPLEWOOD  | Debt Service Fund breakdown |             |                        |                          |                |
|--|-----------------------------|-------------|------------------------|--------------------------|----------------|
|  |                             |             |                        | ADDITIONS OR             | CERTIFIED      |
| BOND ISSUES  | ORIGINAL PRINCIPAL          | DATE ISSUED | PAYABLE 2016 DEBT LEVY | REDUCTIONS BY RESOLUTION | DEBT LEVY      |
| =====  | =====                       | =====       | =====                  | =====                    | =====          |
| GO IMP 2004B   | 13,010,000                  | 1-Aug-04    | \$ 288,938.32          | 31,361.68                | \$ 320,300.00  |
| GO IMP 2005A   | 2,115,000                   | 1-Aug-05    | 0.00                   | 0.00                     | 0.00           |
| GO IMP 2006A   | 6,085,000                   | 1-Apr-06    | 368,506.04             | 36,493.96                | 405,000.00     |
| GO IMP 2007A   | 10,060,000                  | 1-Jul-07    | 307,484.68             | -75,084.68               | 232,400.00     |
| GO IMP 2007B   | 5,090,000                   | 15-Oct-07   | 326,497.71             | -73,497.71               | 253,000.00     |
| GO IMP 2008A   | 9,970,000                   | 1-Jul-08    | 600,974.18             | -437,974.18              | 163,000.00     |
| GO IMP REFUNDING 2008B   | 1,070,000                   | 1-Jul-08    | 57,553.13              | -51,153.13               | 6,400.00       |
| GO IMP REFUNDING 2009A   | 4,680,000                   | 1-Apr-09    | 442,911.04             | -63,411.04               | 379,500.00     |
| GO IMP REFUNDING 2009B   | 2,690,000                   | 1-Dec-09    | 363,855.64             | -72,255.64               | 291,600.00     |
| GO 2010A   | 11,790,000                  | 10-May-10   | 0.00                   | 0.00                     | 0.00           |
| GO TIF Refunding 2010B   | 4,050,000                   | 8-Jul-10    | 379,417.50             | -351,617.50              | 27,800.00      |
| GO IMP 2011A   | 10,000,000                  | 1-Jun-11    | 430,029.41             | -163,129.41              | 266,900.00     |
| GO 2012A   | 5,780,000                   | 1-Jul-12    | 522,351.27             | -466,951.27              | 55,400.00      |
| GO 2013A refunding   | 6,180,000                   | 1-Jun-13    | 445,625.31             | -19,525.31               | 426,100.00     |
| GO 2013B refunding   | 3,700,000                   | 18-Dec-13   | 345,581.25             | 45,518.75                | 391,100.00     |
| GO 2014A   | 7,745,000                   | 1-Aug-14    | 517,830.76             | -66,830.76               | 451,000.00     |
| GO 2014B refunding   | 1,255,000                   | 1-Aug-14    | 296,126.50             | 59,173.50                | 355,300.00     |
| GO Imp 2015A refunding   | 3,790,000                   | 1-Jan-15    | 562,730.00             | -206,030.00              | 356,700.00     |
| GO 2015B   | 1,215,000                   | 8-Jul-15    | 114,765.00             | -42,865.00               | 71,900.00      |
| GO 2015C refunding   | 7,990,000                   | 8-Jul-15    | 600,359.16             | -260,939.16              | 339,420.00     |
|  |                             |             | -----                  | -----                    | -----          |
|  |                             |             | \$6,971,536.90         | -\$2,178,716.90          | \$4,792,820.00 |
|  |                             |             | =====                  | =====                    | =====          |
|  |                             |             |                        |                          |                |
| I hereby certify that the above schedule of bond levies to be spread on the payable 2016 tax rolls agrees with the City records and is true and correct. Copies of any resolutions which increase or reduce these levies are attached. |                             |             |                        |                          |                |
| Signed: _____  |                             |             |                        |                          |                |
| Date: _____  |                             |             |                        |                          |                |

**RESOLUTION  
ADOPTING A BUDGET FOR 2016**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MINNESOTA** that a budget for 2016 is hereby adopted as outlined in the following summary:

|                                 | OPERATING<br>BUDGET | CAPITAL<br>IMPROVEMENTS<br>BUDGET | DEBT<br>SERVICE<br>BUDGET | TOTAL         |
|---------------------------------|---------------------|-----------------------------------|---------------------------|---------------|
| Revenues                        | \$35,575,640        | \$4,040,360                       | \$7,469,510               | \$47,085,510  |
| Net other increases (decreases) | (1,102,660)         | (178,500)                         | 1,429,650                 | 148,490       |
| Expenditures                    | (34,413,870)        | (1,560,260)                       | (13,419,790)              | (49,393,920)  |
| Net change in fund balance      | \$59,110            | \$2,301,600                       | (\$4,520,630)             | (\$2,159,920) |

**BE IT FURTHER RESOLVED** that the department appropriations totaling \$34,413,870 as listed in the budget booklet are hereby approved for the 2016 Operating Budget.

**BE IT FURTHER RESOLVED** that the following appropriations are hereby approved for the 2016 Capital Improvements Budget:

|  |             |
|--|-------------|
| CAPITAL IMPROVEMENT PROJECTS                     | \$200,340   |
| FIRE STATION FUND                                | 9,500       |
| FIRE TRUCK REPLACEMENT FUND                      | 73,900      |
| GENERAL BUILDING REPLACEMENT                     | 1,400       |
| LEGACY VILLAGE PARK DEVELOPMENT DISTRICT         | 40          |
| LEGACY VILLAGE TAX ABATEMENT DISTRICT            | 3,990       |
| PARK DEVELOPMENT                                 | 449,660     |
| POND CLEAN OUT/DREDGING                          | 100,000     |
| POLICE VEHICLES & EQUIPMENT                      | 161,980     |
| REDEVELOPMENT                                    | 81,100      |
| RIGHT-OF-WAY                                     | 20          |
| STORM CLEANUP                                    | 30,000      |
| STREET USE REVITALIZATION                        | 30          |
| TAX INCREMENT ECON. DEV. DISTRICT #1-12          | 166,000     |
| TAX INCREMENT HOUSING DISTRICT #1-1              | 5,010       |
| TAX INCREMENT HOUSING DISTRICT #1-2              | 6,280       |
| TAX INCREMENT HOUSING DISTRICT #1-3              | 2,170       |
| TAX INCREMENT HOUSING DISTRICT #1-4              | 470         |
| TAX INCREMENT HOUSING DISTRICT #1-5              | 470         |
| TAX INCREMENT HOUSING DISTRICT #1-6              | 490         |
| TAX INCREMENT HOUSING DISTRICT #1-7              | 22,760      |
| TAX INCREMENT HOUSING DISTRICT #1-8              | 61,320      |
| TAX INCREMENT HOUSING DISTRICT #1-10             | 167,900     |
| TRASH CARTS                                      | 730         |
| WATER AVAILABILITY CHARGE - N. ST. PAUL          | 1,550       |
| WATER AVAILABILITY CHARGES - ST. PAUL            | 13,150      |
| TOTAL CAPITAL IMPROVEMENTS BUDGET APPROPRIATIONS | \$1,560,260 |

**BE IT FURTHER RESOLVED** that the Finance Director shall establish a budget for each public improvement project when the Council orders the project and that the budget amounts shall be recorded at amounts specified in the feasibility study for the project.

**BE IT FURTHER RESOLVED** that the following appropriations are hereby approved for the 2016 Debt Service Budget:

|              |   |
|--------------|---|
| \$11,186,100 | Principal                                       |
| 2,160,990    | Interest  |
| 9,000        | Paying Agent Fees                               |
| 12,600       | Fees for Service                                |
| 51,100       | Investment Management Fees                      |
| \$13,419,790 | <b>TOTAL DEBT SERVICE BUDGET APPROPRIATIONS</b> |

**BE IT FURTHER RESOLVED** that the above budgets for Governmental Funds are hereby adopted for financial reporting and management control.

**BE IT FURTHER RESOLVED** that the above budgets for all other funds are hereby adopted for management purposes only.

**BE IT FURTHER RESOLVED** that the transfer of appropriations among the various accounts, within a fund, shall only require the approval of the City Manager or his designee. However, City Council approval is required for transfers from contingency accounts.

**BE IT FURTHER RESOLVED** that all appropriations which are not encumbered or expended at the end of the fiscal year shall lapse and shall become part of the unencumbered fund balance which may be appropriated for the next fiscal year except appropriations for capital improvement projects which shall not lapse until the project is completed or canceled by the City Council.

# City of Maplewood 2016 Budget Overview and Tax Levy



PRESENTED TO MAPLEWOOD CITY COUNCIL  
DECEMBER 14, 2015



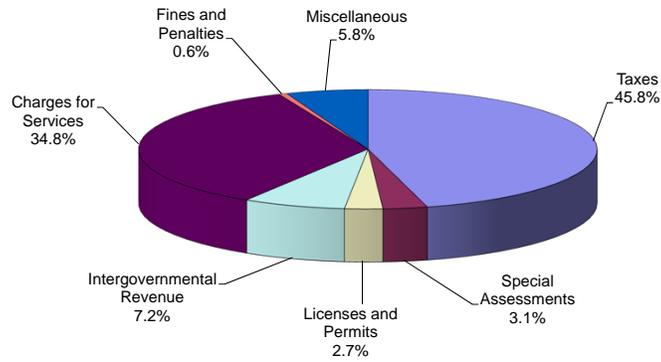
## Strategic Priorities



- **Financial Stability**
- **Coordinated Communication**
- **Effective Governance**
- **Targeted Redevelopment**
- **Operational Effectiveness**

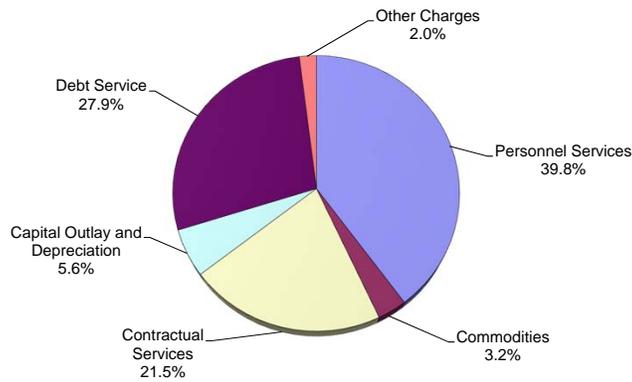
## 2016 Revenue Budget

\$47,085,510



## 2016 Expenditure Budget

\$49,393,920



## Expenditure Budget Totals \$49.4



The budget has three sections:

|       |                      |              |        |
|-------|----------------------|--------------|--------|
| 69.7% | Operations           | \$34,413,870 | 2.4%   |
| 3.2%  | Capital Improvements | 1,560,260    | -14.1% |
| 27.2% | Debt Service         | 13,419,790   | -25.8% |
|       |                      | \$49,393,920 | -7.7%  |

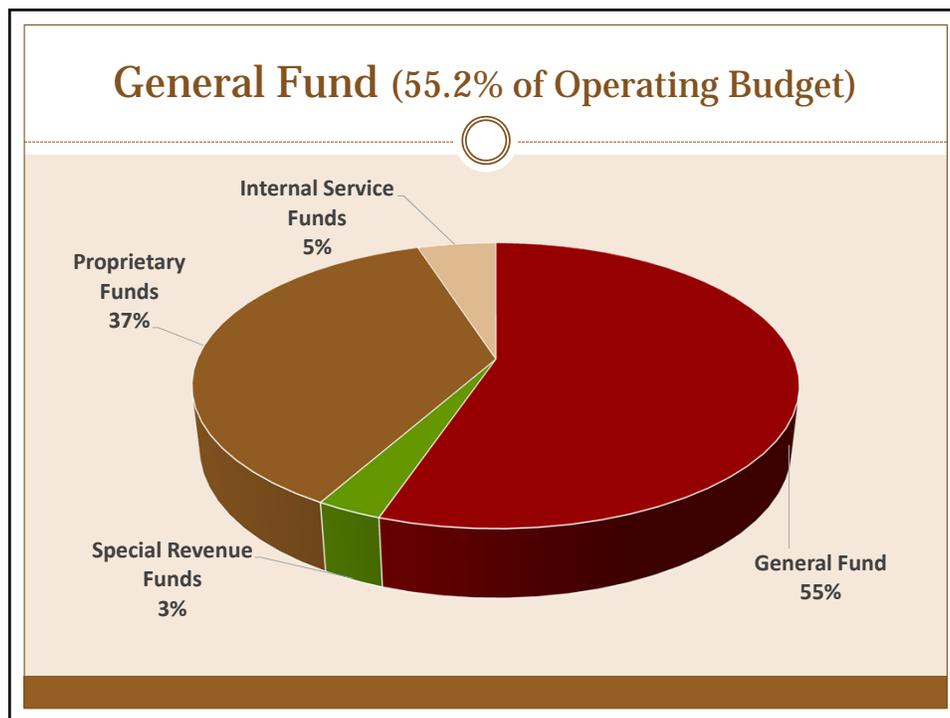
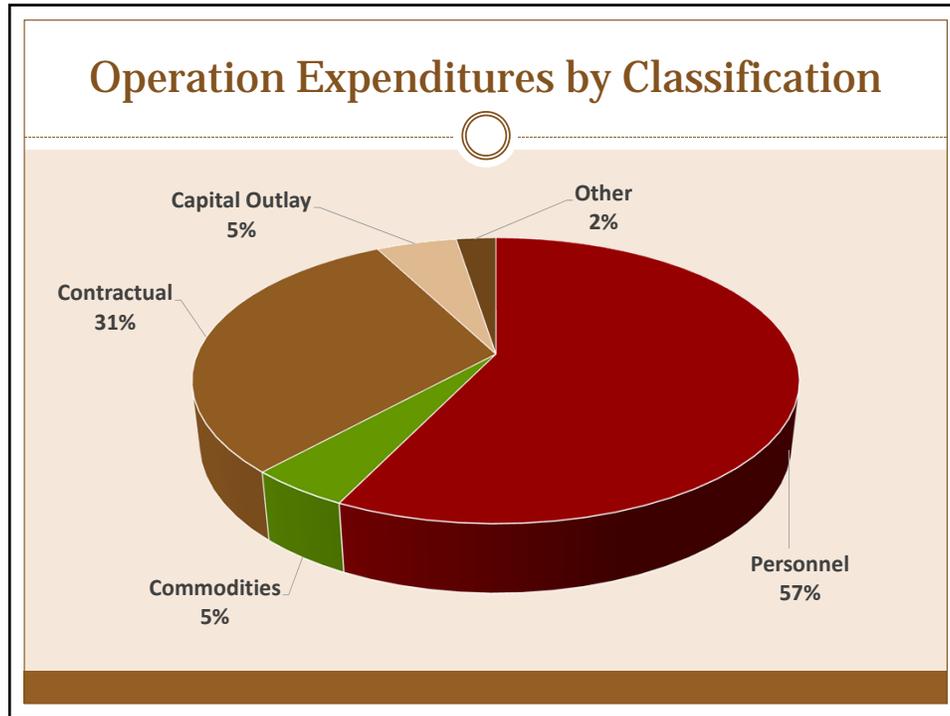
The decrease is mainly related to payments for refunded debt. Escrow funds were on hand to make these payments.

## Operations (69.7%)

### Breakdown of expenditures by department



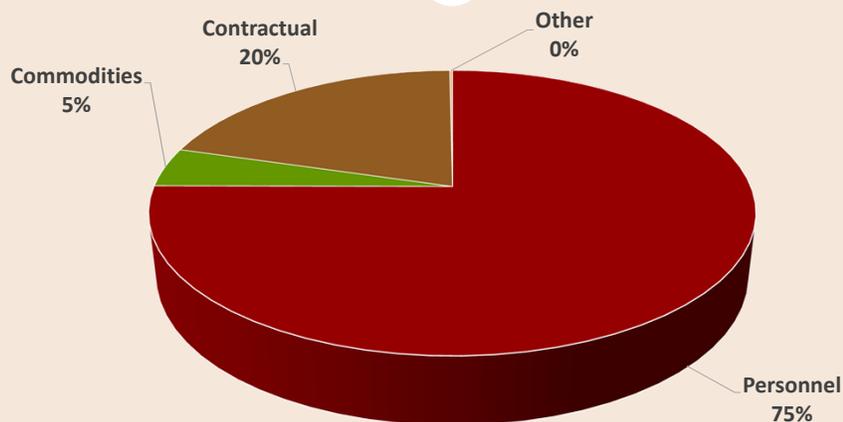
- \$11.2 million – Public Works
- \$ 8.6 million – Police
- \$ 4.5 million – Fire
- \$ 3.9 million – Parks & Recreation
- \$ 1.9 million – Env. & Econ. Development
- \$ 1.3 million – Citizen Services
- \$ 1.1 million – Executive
- \$ 1.8 million – Three other departments



### General Fund Breakdown of expenditures by department

- \$ 8.6 million – Police
- \$ 3.8 million – Public Works
- \$ 1.9 million – Fire
- \$ 1.2 million – Citizen Services
- \$ 1.1 million – Executive
- \$ 1.0 million – Env. & Econ. Development
- \$ 0.7 million – Finance
- \$ 0.5 million – Parks & Recreation
- \$ 0.2 million - Legislative

### General Fund Expenditures by Classification



## Increases to General Fund Budget

- Property insurance - \$63,310
- COLA/Step increases - \$130,420
- Police overtime/inv. aide - \$58,230
- EEDD temp bldg. inspect - \$22,390
- PW engineer intern - \$15,750
- Fire 2 new employees - \$34,940
- Communications position - \$37,320
- Executive intern - \$13,460
- HR software - \$8,550

## Increases to General Fund Budget

- Safety program - \$10,000
- Newsletter - \$27,000
- Police vehicles leases - \$39,600
- Fire vehicle leases - \$11,000
- Police Bair analytics - \$12,000
- Police forensics - \$45,000
- PW nature center trail - \$10,000
- EEDD training - \$8,550

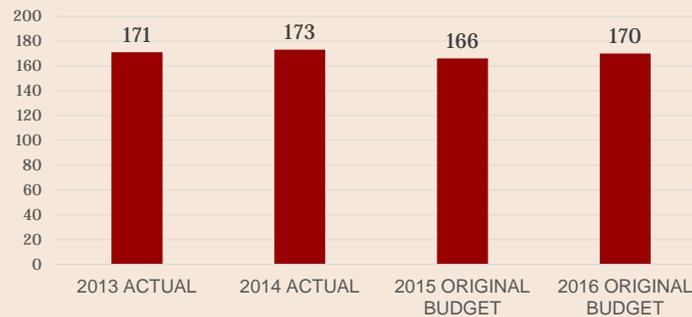
## Utility Funds – Proprietary/Capital Funds

### UTILITY RATES IMPACT ON AN AVERAGE HOME

|                     | Quarterly Charge |          | Increase/(Decrease) |         |
|---------------------|------------------|----------|---------------------|---------|
|                     | 2015             | 2016     | Amount              | Percent |
| Sanitary sewer      | \$64.68          | \$64.68  | \$0.00              | 0.0%    |
| Storm sewer         | 22.44            | 23.10    | 0.66                | 2.9%    |
| Recycling           | 9.09             | 9.78     | 0.69                | 7.6%    |
| WAC – St. Paul      | 4.25             | 3.50     | -0.75               | -17.6%  |
| WAC – N. St. Paul   | 3.60             | 3.60     | 0.00                | 0.0%    |
| TOTAL – St. Paul    | \$100.46         | \$101.06 | \$0.60              | 0.6%    |
| TOTAL – N. St. Paul | \$99.81          | \$101.16 | \$1.35              | 1.4%    |

## Personnel

### Full Time Equivalents



## Full Time Employees



**Full-time employees in the 2016 Budget = 153  
Two more than 2015**

**Police – eliminated two part-time positions and added one full-time position (prop room tech)**

**MCC – eliminated the Aquatics Manager**

**Fire – added two full-time firefighters**

## Property Tax Levy



|                        | 2015         | 2016         | % Change |
|------------------------|--------------|--------------|----------|
| General                | \$12,469,520 | \$13,131,520 | 5.3%     |
| Ambulance              | 335,000      | 310,000      | -7.5%    |
| MCC                    | 500,000      | 500,000      | 0.0%     |
| Rec Programs           | 160,000      | 200,000      | 25.0%    |
| CIP                    | 390,000      | 292,660      | -25.0%   |
| Fire Truck             | 0            | 60,000       | 100.0%   |
| Bldg Replacement       | 0            | 50,000       | 100.0%   |
| Police Vehicle & Equip | 255,000      | 300,000      | 17.6%    |
| Redevelopment          | 0            | 25,000       | 100.0%   |
| EDA                    | 89,270       | 89,270       | 0.0%     |
| Debt Service           | 4,792,820    | 4,792,820    | 0.0%     |
|                        | \$18,991,610 | \$19,751,270 | 4.0%     |

## Tax Levy History



| Year            | Levy         | % Change        |
|-----------------|--------------|-----------------|
| 2012            | \$17,853,523 | +2.0%           |
| 2013            | 18,528,400   | +3.8%           |
| 2014            | 18,528,400   | Stayed the same |
| 2015            | 18,991,610   | +2.5%           |
| 2016 - proposed | 19,751,270   | +4.0%           |

## City Tax Capacity Rate History



| Year            | Rate    | % Change |
|-----------------|---------|----------|
| 2012            | 44.056% | +12.8%   |
| 2013            | 48.659% | +10.4%   |
| 2014            | 48.378% | -0.6%    |
| 2015            | 46.353% | -4.2%    |
| 2016 - proposed | 46.985% | +1.4%    |

### Residential property % change in Total Tax Bill (not just City)

| TOTAL  |           |     |
|--------|-----------|-----|
|        | # parcels |     |
| <=0    | 5,031     | 44% |
| 0-10%  | 4,672     | 40% |
| 10-20% | 1,304     | 11% |
| 20-30% | 320       | 3%  |
| >30%   | 206       | 2%  |
|        | 11,533    |     |

Median change by School District:   622   \$28  
   623   \$33  
   624   \$24

### Effect on Median Value Home (City Tax only)

| LEVY<br>CHANGE | HOME VALUE |           | CITY TAX |       | \$<br>CHANGE | %<br>CHANGE |
|----------------|------------|-----------|----------|-------|--------------|-------------|
|                | 2015       | 2016      | 2015     | 2016  |              |             |
| 0%             | \$187,300  | \$190,800 | \$790    | \$783 | \$(7)        | -0.8%       |
| 1%             |            |           |          | \$792 | \$2          | 0.3%        |
| 2%             |            |           |          | \$801 | \$11         | 1.4%        |
| 3%             |            |           |          | \$810 | \$20         | 2.6%        |
| 4%             |            |           |          | \$819 | \$29         | 3.7%        |

## Proposed Tax Increases Cities in Ramsey County

|                    |        |                 |       |
|--------------------|--------|-----------------|-------|
| Gem Lake           | 66.30% | Shoreview       | 3.90% |
| Vadnais Heights    | 9.83%  | New Brighton    | 3.86% |
| Lauderdale         | 8.36%  | Roseville       | 3.65% |
| North St. Paul     | 8.34%  | Arden Hills     | 3.54% |
| Falcon Heights     | 8.27%  | St. Paul        | 1.90% |
| Town of White Bear | 7.00%  | White Bear Lake | 1.67% |
| Little Canada      | 4.00%  | St. Anthony     | 1.62% |
| Maplewood          | 4.00%  | Mounds View     | 1.00% |
| North Oaks         | 4.00%  |                 |       |

Each 0.5% change in the levy for Maplewood amounts to \$94,960.

## State Performance Measurement Program

| <b>Question – 49 responses</b> | <b>Excellent</b> | <b>Good</b> | <b>Fair</b> | <b>Poor</b> | <b>Don't Know</b> |
|--------------------------------|------------------|-------------|-------------|-------------|-------------------|
| Appearance of City             | 8%               | 57%         | 33%         | 0%          | 2%                |
| Feeling of Safety              | 24%              | 63%         | 10%         | 0%          | 2%                |
| Quality of Fire/EMS            | 33%              | 24%         | 4%          | 6%          | 33%               |
| Condition of Streets           | 14%              | 33%         | 29%         | 24%         | 0%                |
| Quality of Snowplowing         | 37%              | 39%         | 18%         | 4%          | 2%                |
| Quality of Sewer               | 41%              | 37%         | 2%          | 2%          | 18%               |
| Quality of Water               | 47%              | 39%         | 6%          | 0%          | 8%                |
| Quality of Parks/Rec           | 24%              | 49%         | 16%         | 0%          | 10%               |
| Overall City Services          | 16%              | 61%         | 10%         | 6%          | 6%                |

# City of Maplewood 2016 Budget Overview and Tax Levy



QUESTIONS  
COMMENTS  
CONCERNS



# City of Maplewood Sign-Up Sheet

By putting your name and address on this sheet, you are requesting to address the Maplewood City Council on the following topic for up to three minutes.

Public Hearing: H1 – Public Hearing on 2016 Tax Levy and Budget

a. Approval of Resolution Certifying Taxes Payable in 2016

b. Approval of Resolution Adopting a Budget for 2016

Date: December 14, 2015 Time: 7:00 PM

**Name - First & Last**

*(please print clearly)*

**Address**

- |     | <b><u>Name - First &amp; Last</u></b><br><i>(please print clearly)</i> | <b><u>Address</u></b>           |
|-----|--|---------------------------------|
| 1.  | <u>Diana Forene</u>  | <u>1771 Burr St Maplewood</u>   |
| 2.  | <u>Bob Zick</u>  | <u>inside insight News Hour</u> |
| 3.  | <u>Kevin Beylund</u>   | <u>Citizen Reporter News</u>    |
| 4.  | <u>Tim Kintey</u>  |                                 |
| 5.  |  |                                 |
| 6.  |  |                                 |
| 7.  |  |                                 |
| 8.  |  |                                 |
| 9.  |  |                                 |
| 10. |  |                                 |
| 11. |  |                                 |
| 12. |  |                                 |
| 13. |  |                                 |
| 14. |  |                                 |
| 15. |  |                                 |

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

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

**DATE:** December 8, 2015

**SUBJECT:** Consider Amendments to the Tree Ordinance and Environmental Chapters (First Reading):

- a. Approval of Ordinance Regulating Trees in the City of Maplewood
- b. Approval of Tree Standards
- c. Approval of Ordinance Reconfiguring the City's Environmental Chapters

### **Introduction**

The Maplewood tree ordinance was adopted on September 11, 2006. The ordinance establishes minimum standards for tree preservation and mitigation of environmental impacts resulting from tree removal.

### **Background**

The City Council adopted the Living Streets Policy in 2013. The policy guides future road improvement projects towards improved biking and walking, enhanced safety and security of streets, calm traffic, livable neighborhoods, improved stormwater quality, enhanced urban forest, reduced life cycle costs, and improved neighborhood aesthetics. Implementation strategies to achieve these goals are outlined in the policy and include a review of the City's tree ordinance and policies.

The Environmental and Natural Resources Commission reviewed the tree ordinance throughout 2014, adopting the final version on November 17, 2014. In addition to amendments to the tree ordinance, the Commission is also recommending a new section on diseased and hazardous trees and tree service licensing. Once the tree ordinance amendments are adopted by the City Council, the next step to achieving the goals outlined in the Living Streets Policy is to review the City's overall tree program, which will result in a more comprehensive tree management plan.

### **Discussion**

#### **Tree Ordinance Applicability**

The tree ordinance and supporting documents include four main elements including tree preservation and replacement, diseased and hazardous trees, tree standards, and tree service licensing. A description of each section and its applicability to residents, businesses, and tree service companies are listed below:

1. Tree preservation and replacement:

Description - Establishes tree preservation and protection regulations to assure the continuance of significant and specimen trees and woodlands for present and future generations. A significant tree is defined as any healthy tree that meets the following

size requirements: deciduous – 6 inches in diameter; conifer – 8 inches in diameter; softwood – 12 inches in diameter.

Applicability - Any resident or business that removes significant trees on a vacant lot during development or during woodlot alteration must follow the tree preservation and replacement regulations. Businesses that remove significant trees on a lot that is already developed or during the expansion of the business must replace trees based on the City's design review standards. Residents that remove significant trees from a developed single family lot are not required to replace trees, except when significant trees are removed during the construction of an addition to the single family house that is greater than 60 percent of the foundation of the existing house.

2. Diseased and hazardous trees:

Description - To protect the health of trees in the city from tree pests and to prevent property damage and personal injury from hazardous trees.

Applicability - Residents, businesses, and tree service companies must comply with the regulations outlined in this section of the ordinance.

3. Tree standards:

Description – Detailed requirements for tree preservation, removal, and shade tree pest management. The standards do not replace or supersede City ordinances.

Applicability – Tree standards touch on regulations as outlined in the tree preservation and replacement and diseased and hazardous tree sections. Applicability will therefore be the same as outlined in number 1 and 2 above.

4. Tree service licensing:

Description – Requirements for yearly licensing of tree service companies.

Applicability - Any person for hire in the City of Maplewood that conducts felling, cutting, or trimming of trees, limbs, and branches which are two inches or more in diameter must comply with the requirements and obtain a tree service license. Tree service licensing protects residents and businesses from unfair business practices and assures the tree service company retains the required insurance and employs or contracts with an arborist certification or equivalent education.

### **Tree Ordinance Amendments**

Following are the major changes proposed to the tree ordinance by the Environmental and Natural Resources Commission:

- Findings and Purpose: Updated findings and purpose to include the value of specimen trees (defined as a healthy tree that is 28 inches in diameter or greater).
- Definitions: Amendments to the definitions to add clarity to the ordinance.
- Tree Standards: All tree preservation, removal, replacement, and shade tree pest management requirements for applicants have been removed from the ordinance and placed in a separate standards document. The tree standards will be similar to the City's

engineering and solid waste management standards and will allow flexibility in managing trees. Standards cannot be contrary, replace, or supersede City ordinances.

- Tree Replacement: Revised tree replacement calculation which allows credits to the final tree replacement amount for preserving specimen trees (defined as a healthy tree that is 28 inches in diameter or greater) during development of the property.
- Diseased and Hazardous Trees: A new section of the ordinance that deals with diseased and hazardous trees.
- Licensing: Adding requirements for licensing of tree service companies to include the company employ or contract with an individual who possesses arborist certification from the International Society of Arboriculture or an individual that holds a post-secondary degree in urban forestry, arboriculture, or an equivalent area of study.

### **Tree Ordinance Comparison (2006 Version to 2015 Version)**

Attachment 1 contains a comparison of the 2006 tree ordinance to the 2015 tree ordinance. Amendments included the relocation of some regulations from the tree ordinance into the new tree standards document. Therefore, some of the language shown as deleted was actually relocated to the tree standards. The comparison document is intended as a guide only.

### **Environmental Chapters**

During the tree ordinance updates the City should combine all environmental ordinances in one location. Currently these ordinances are found in various chapters of the City Code including Chapter 12 (Building and Building Regulations), Chapter 18 (Environment), and Chapter 38 (Trees). All environmental ordinances will now be placed under Chapter 18 (Environment) as follows (items stricken are moved, items underlined are added, items italicized are added for clarity):

#### Chapter 18 (ENVIRONMENT)

Article I. In General

Article II. Nuisances

Article II. Erosion and Sedimentation Control

Article IV. Air Pollution Control

*(Article V through VIII are moved to the new Article V [Environment and Natural Resources])*

~~Article V. Environmental Preservation and Protection of Trees and Woodlands~~

~~Article VI. Floodplain Ordinance~~

~~Article VII. Stormwater Management~~

~~Article VIII. Renewable Energy Systems~~

Article V. Environment and Natural Resources

*(Div. 1-9 are moved from other areas of the Code including Chapters 12, 18 and 38)*

Division 1. Generally

Division 2. Wetlands and Streams

Division 3. Trees

Division 4. Stormwater Management

Division 5. Renewable Energy

Division 6. Flood Plain Overlay District

Division 8. Slopes

Division 9. Mississippi Critical Area

**Budget Impact**

None

**Recommendations**

Consider amendments to the tree ordinance and environmental chapters (first reading):

1. Approval of an ordinance regulating trees in the City of Maplewood (Attachment 2)
2. Approval of tree standards (Attachment 3)
3. Approval of an ordinance reconfiguring the City's environmental chapters (Attachment 4)

**Attachments**

1. Comparison of 2006 Tree Ordinance to 2015 Tree Ordinance
2. Ordinance Regulating Trees in the City of Maplewood
3. Tree Standards
4. Ordinance Reconfiguring the City's Environmental Chapters
5. Tree Ordinance Power Point Presentation

~~City of Maplewood Ordinance No. \_\_\_\_\_~~  
~~ENVIRONMENTAL PRESERVATION AND PROTECTION~~  
~~OF TREES AND WOODLANDS~~  
~~9-11-06~~

**An Ordinance Regulating Trees in the City of Maplewood**

The Maplewood City Council approves changes to the Code of Ordinances pertaining to the regulations of trees. This ordinance amends and reconfigures Chapter 38 (Trees), Chapter 12 (Buildings and Building Regulations), and Chapter 18 (Environment) as follows:

**Section 1: This section deletes Chapter 38 (Trees) and adds new regulations pertaining to trees to Chapter 18 (Environment), Article V (Environment and Natural Resources), Division 3 (Trees) as outlined below.**

Article V. Environment and Natural Resources

Division 3. Trees

Sec. 1. Findings and Purpose.

The city desires to protect the trees and woodlands in the City of Maplewood. ~~-Trees and woodlands provide better numerous environmental, economic, and scenic benefits. They help filter air quality, scenic beauty, protection against wind and water erosion, natural insulation for energy conservation, and are beneficial in watershed management. Trees and woodlands also pollutants, absorb stormwater runoff, provide wildlife habitat, privacy as screening, act as natural moderate temperatures, reduce cooling costs, increase property values, provide scenic beauty, provide sound and visual buffers, and increase property values. provide screening for privacy.~~ It is therefore the city's intent to protect, preserve, and enhance the ~~natural environment trees and woodlands~~ of Maplewood and to encourage a resourceful and prudent approach to development in the city; thereby, promoting and protecting -public health, safety, and welfare of the citizens of Maplewood. The purpose of this ~~article ordinance~~ is to establish a tree preservation and protection ~~ordinanceregulations~~ to assure the continuance of significant ~~natural features and specimen trees and woodlands~~ for present and future generations which:

1. Preserve the natural character of neighborhoods (in developed and undeveloped areas).
- ~~2.~~ 2. Ensure the health and wellbeing of Maplewood's urban forest.
- 3 Protect the health and safety of residents.
- ~~3.~~ 4. Protect water quality and minimize storm water runoff.
- ~~4.~~ 5. Help prevent erosion or flooding.

~~56.~~ Assure orderly development within wooded areas to minimize tree loss and environmental degradation.

~~6.~~ 7. Establish a minimum standard for tree preservation and mitigation of environmental impacts resulting from tree removal.

~~7.~~ Establish and promote an on-going tree planting and maintenance program within the city to assure trees and woodlands for future generations.

**Applicability.**

~~1.~~ This article shall apply to any individual, business, or entity that engage in a building or development project which requires issuance of a grading permit or new building permit. This includes all sites of new development that contain significant trees or woodlots. Platting and adding new roadway and right of way are subject to this ordinance.

~~2.~~ The following are exceptions and are exempt from the requirements of this ordinance:

~~a. 1) Minor home additions, general home improvements, and construction of accessory buildings (i.e. garage, shed).~~

~~2)~~ Tree removal related to city public improvement projects to existing roadways, sewers, parks and other infrastructure, utility/infrastructure work or repair.

~~3)~~ Emergency removal of a tree(s) to protect public health.

~~4)~~ Restoration of land to native prairie. Prairie restoration must be approved by the environmental manager or city forester.

~~5)~~ Commercial tree nursery and landscape operations.

~~6)~~ Removal of dead or dying trees.

~~8.~~ Ensure the city's urban forest has a good age distribution, from young trees through large old specimen trees.

~~9.~~ Promote the planting of trees as outlined in the city's Living Streets Policy.

Sec. 2. Definitions.

The following words, terms and phrases, ~~when used in this article,~~ shall have the meanings ascribed to them in this ~~section, except where the context clearly indicates a different meaning; ordinance.~~

*Applicant* means developer, builder, contractor, or homeowner/owner who applies for a woodlot alteration, land use, grading, or building ~~or grading~~ permit.

*Caliper* ~~means~~ inch is a ~~tree trunk~~ measurement ~~of used for~~ nursery stock and in this ordinance refers to replacement trees. It is the unit of measurement for defining the diameter of the tree trunk measured six (6) inches above ~~ground~~ the soil surface for tree trunks ~~up to~~ four (4) ~~caliper diameter~~ inches. ~~Tree trunks over four (4) caliper inches or less and measured at six (6) inches in height, move measurement point to twelve (12) inches above ground to measure trunk caliper. Trees the soil surface for tree trunks greater than four (4) caliper inches may have diameter measurements; inches.~~

*Certified Arborist* is an arborist with up-to-date certification by the International Society of Arborists.

*City Forester* means a ~~tree inspector/forester certified by the State of Minnesota~~ who is employed by the city, or appropriate agent or independent contractor designated by the city. ~~Must meet the definition of a Maplewood Registered Forester.~~ manager.

~~Coniferous/Evergreen~~ *Conifer Tree* means a woody plant ~~having foliage on the outermost portions of the branches year-round which~~ that is a member of the division Pinophyta and at maturity is at least twelve (12) feet or more in height. ~~Tamaracks and Larch are included as coniferous tree species.~~

*Critical Root Zone (CRZ)* ~~means an imaginary linear circle surrounding the tree trunk with a radius distance of~~ Conifers are cone bearing and most in our climate keep their leaves (also called needles) year-round. Tamarack (also called larch) is the one (1) foot per one (1) inch of tree diameter (e.g., a sixteen (16) inch diameter tree has a CRZ with a radius of sixteen (16) feet; conifer in our climate that drops its needles in the fall.

*Control* includes measures to prevent, slow the spread, suppress, eradicate, or destroy a shade tree disease or pests.

*Deciduous Tree* means a woody plant, which sheds leaves annually, having a defined crown and at maturity is at least fifteen (15) feet or more in height.

*Diameter* ~~means is~~ a standard point of measurement of tree size, measurement of tree trunk used for trees in inches the landscape. It is the diameter of a tree trunk as measured at a height of four and one-half (4.5) feet above ground. Measure To determine diameter, measure the circumference of the tree trunk in inches at four and one-half (4.5) feet above ground and divide by (3.14) to determine diameter.

~~*Drip Line* means the farthest distance around and away from the trunk of a tree that rain or dew will fall directly to the ground from the leaves or branches of that tree.~~

~~*Environmental Manager* means and *Economic Development Department (EEDD) Director* means the EEDD Director or an employee of the city who manages city-wide environmental programs, or appropriate agent designated by the city manager.~~

~~*Hardwood Deciduous Tree* means the following all deciduous tree species: ~~ash, basswood, birch, black cherry, catalpa, hackberry, hickory, ironwood, hard maples (sugar maple except those listed as softwood deciduous trees below.~~~~

~~*Hazard tree* means a tree that has structural defects that may cause the tree or red maple), locust, oak tree part to fail, and walnut the city forester determines that such failure could cause property damage or personal injury.~~

~~*Invasive Species* are species that are not native to Minnesota and cause economic or environmental harm or harm to human health.~~

~~*Major Home Addition* means an addition on a single or double dwelling lot of which the addition or accessory building is more than a sixty (60) percent increase in the footprint of the single or double dwelling structure on said lot.~~

~~*Maplewood Registered Forester* means a person who is registered with the city as a consulting forester and holds a minimum of a Bachelor of Science degree in arboriculture, urban forestry or similar field from an accredited academic institution or is registered with the International Society of Arboriculture as a certified arborist/forester.~~

~~*Minor Home Addition* means an addition on a single or double dwelling lot of which the addition or accessory building is less than a sixty (60) percent increase in the footprint of the single or double dwelling structure on said lot.~~

~~*Ornamental Native Prairie* means a landscape or planting that consists predominantly of grasses, flowers, and sedges that are native to Minnesota prairie ecosystems.~~

~~*Shade Tree* means -a woody plant, which perennial that at maturity is at least fifteen (15) feet in height and grown primarily for its beauty of its foliage and flowers aesthetic or environmental purposes.~~

~~*Retaining Wall* *Shade Tree Pest* means a structure utilized to hold a slope in a position in which it would not naturally remain.~~

~~*Specimen Tree* is a healthy tree of any species twenty eight (28) inches in diameter vertebrate or greater. These trees are considered Significant Trees.~~

~~*Significant Natural Feature* means a significant water body, woodlot, significant slope invertebrate animal, plant pathogen, or a site of historical or archeological significance plant~~

that ~~has been recorded with~~ is determined by the state/city council to be harmful, injurious, or destructive to shade trees or community forests.

*Significant Tree* means a healthy tree measuring a minimum of six (6) inches in diameter for hardwood deciduous trees, eight (8) inches in diameter for ~~coniferous/evergreen~~ conifer trees, twelve (12) inches in diameter for softwood deciduous ~~tree~~ trees, and specimen tree ~~of any species twenty-eight (28) inches in diameter or greater as defined herein.~~ Buckthorn or ~~others~~ other noxious woody plants or trees as determined by the ~~environmental manager~~ EEDD Director are not considered a significant tree species at any diameter.

~~*Softwood Deciduous Tree* means the following tree species: box elder, cottonwood, elm, poplar/aspen, silver maple, and willow.~~

~~*Slope* means the inclination of the natural surface of the land from the horizontal; commonly described as a ratio of the length to the height.~~

*Specimen Tree* is a tree of any species that is twenty-eight (28) inches in diameter or greater, except invasive species. Specimen trees must have a life expectancy of greater than ten (10) years, have a relatively sound and solid trunk with no extensive decay or hollow, and have no major insects, pathological problem, or defects. Specimen trees are valued for their size and their legacy.

*Structure* means anything manufactured, constructed, or erected which is normally attached to or positioned on land, including portable structures.

~~*Softwood Deciduous Tree* means the following tree species: box elder, cottonwood, elm, poplar/aspen, silver maple, and willow.~~

*Tree Preservation Plan* means ~~is~~ a plan ~~prepared with the assistance of a certified forester, which clearly that~~ shows all trees in the area to be developed or within the ~~parcel of record~~ property. The plan ~~should~~ shall include all significant and specimen trees to be preserved and measures taken to preserve them. The plan will also include calculations to determine the number of replacement trees as required by the tree removal, mitigation schedule, and replacement section of this ordinance and a proposed re-forestation landscape plan. The plan shall be developed by a forestry or horticultural professional whose qualifications are approved by the EEDD Director.

*Tree Standards* is a separate document authorized through this ordinance to help achieve the goals of the City's Tree Ordinance and Living Streets Policy. The standards highlight important aspects of the requirements for tree preservation, removal, replacement, and shade tree pest management. The standards do not replace or supersede city ordinances.

*Utility* means electric, telephone, ~~telegraph~~, cable television, water, sanitary or storm sewer, solid waste, gas or similar service operations.

~~*Vegetation* means all plant growth, especially trees, shrubs, native wildflowers, mosses or grasses.~~

*Wetland* as defined in the city's wetland ordinance.

~~Wilding Tree means a tree that was not grown or maintained by a nursery.~~

Woodlot means a treed area of at least one-quarter (1/4) acre on a vacant lot, which includes significant and/or specimen tree(s).

Sec. 3. Standards.

The EEDD Director and city forester shall have the authority to develop Tree Standards concerning the management of trees. These standards shall not be contrary to this ordinance.

Sec. 4. Woodlot Alteration.

1. Woodlot alteration permit. A woodlot alteration permit application shall be submitted to the environmental manager EEDD Director for review prior to removal of any significant or specimen living trees on a woodlot that is not reviewed by another application, land use, grading, or building permit. The applicant shall submit a tree plan and any other information needed to determine compliance with this ordinance. Specific requirements shall be stated on an application form in the office of the environmental manager, EEDD Director. An application fee shall be established yearly by the city council by resolution. Failure to submit an approved woodlot alteration permit application before and gain subsequent approval prior to removal of any significant and specimen trees will result in a two-year moratorium for issuance of a city grading or building permit. In addition, a the total tree replacement for the parcel property as outlined in the tree removal, mitigation, and replacement schedule with the assumption section to assume that all trees that were removed are were significant and specimen trees.

~~The environmental manager may approve a~~ 2. Woodlot alteration permit appeal process. If the woodlot alteration permit that complies with this ordinance and receive recommendations from the city forester concerning is denied by the proposed woodlot alteration. The EEDD Director, the applicant may appeal environmental manager's the EEDD Director's decision to the environmental committee. The appeal shall be submitted in writing, along with the reasons for the appeal, and received by the city in writing within fifteen (15) days of the environmental manager's EEDD Director's written decision. The to deny the permit. The environmental and natural resources commission will review the appeal at its next available commission meeting. If the environmental and economic development commission denies the appeal, the applicant may appeal the environmental committee and economic development commission's decision. The appeal shall be submitted in writing, along with the reasons for the appeal, and received by the city within fifteen (15) days of the environmental committee written and natural resources commission's decision to city council for final decision. Applicant must first approach environmental manager then environmental committee before. The city council will review the appeal at its next available city council meeting for final decision of the appeal.

~~Tree preservation plan. A tree preservation plan is required for any project which requires any land use permit, grading permit, or building permit; excluding minor home additions and the removal of dead, diseased, dying or hazardous trees of any size. A tree preservation plan~~ Sec. 5. Tree Preservation Plan.

~~A tree preservation plan as defined in this ordinance and outlined in the Tree Standards shall reflect the applicant's best effort to determine the most feasible and practical layout of buildings, parking lots, driveways, streets, storage, and other physical features, so that the fewest significant and specimen trees are destroyed or damaged and to minimize the negative environmental impact to the site. All tree replacements will be in addition to landscape tree planting standards. An applicant may request a waiver from the environmental manager from preparation of a tree preservation plan.~~

~~1. Tree preservation plans plan applicability.~~

~~a. This ordinance shall include the following: apply to any applicant that requests a woodlot alteration, land use, grading, or building permit, including a building permits for major home additions. This includes all sites of new or redevelopment that contain significant and specimen trees or woodlots. Platting and adding new roadway and right-of-way are subject to this ordinance.~~

~~b. The following are exceptions and are exempt from the requirements of the tree preservation plan:~~

~~1) Minor home additions, general home improvements, and construction of accessory buildings (i.e. garage, shed).~~

~~1. A tree inventory overlay on the site plan that shows size, species, general health, and location of all significant trees located within the area to be developed or within the parcel of record. Location of groups of standing dead or diseased significant trees shall be noted on inventory overlay.~~

~~All tree inventories shall be preformed by a certified forester and shall be consistent with the engineer's grading plan contours.~~

~~All significant trees included in the tree inventory must be tagged in the field for reference on the tree preservation plan. These significant trees should be identified on the plan sheet(s) in both graphic and tabular form. Trees growing in clump form are considered individual trees and each stem/trunk is measured as individual trees.~~

~~2) Tree removal related to public improvement projects to existing roadways, sewers, parks, and utility/infrastructure work or repair.~~

~~3) Emergency removal of a tree(s) to protect public health.~~

~~4) Tree removal related to public improvement projects to restore or enhance woodlands, savannas, or prairies.~~

~~5) Commercial tree nursery and landscape operations.~~

~~6) Removal of dead or dying trees, unless those trees were planted as part of tree replacement in which case they shall be replaced based on the approved plan.~~

7) Removal of nonnative trees that the city deems invasive species.

- ~~2. A certified forester must approve the tree preservation plan.~~
- ~~3. The tree preservation plan must be drawn at the same scale as the other site plan submittals.~~
- ~~4. A tree preservation plan that coincides with necessary engineering documents such as topography, wetland information, grading plans, road, and building locations must include:
  - ~~a. A list of total diameter inches of all healthy significant trees inventoried.~~
  - ~~b. Listing of the total diameter inches of healthy significant trees removed.~~~~
- ~~The name(s), telephone number(s), and address(s) of the person(s) responsible for tree preservation during the course of the development project.~~
- ~~5. Outer boundaries of all contiguous wooded areas, with a general description of trees not meeting the significant tree size threshold and any indication of the presence of epidemic tree diseases.~~
- ~~6. Delineation of all limits of land disturbance, clearing, grading and trenching.~~
- ~~7. Locations of the proposed buildings, structures, or impervious surfaces.~~
- ~~8. Location of trees protected and the proposed measures for protection including delineation of tree protection fencing, tree protection signs, location for material storage, parking, debris storage, and wash out area for redi mix trucks.~~
- ~~9. **Written description of tree** Tree preservation and safeguarding tree measures **planned for the site.**~~
- ~~10. Size, species, number, and location of all replacement trees proposed to be planted on the property in accordance with the tree mitigation/replacement schedule.~~
- ~~11. Signature of the person(s) preparing the plan.~~

~~The tree preservation plan shall be reviewed by the environmental manager, with advisement from the city forester, for compliance with this ordinance. Reasons for denial shall be noted on the tree preservation plan, or otherwise stated in writing.~~

~~**Tree Preservation and Safeguarding Tree Measures.**~~

1a. All developments within the city shall be designed to preserve significant and specimen trees and woodlots, where such preservation would not adversely affect the public health, safety, or welfare of Maplewood citizens. The city may prohibit removal of all or a part of a woodlot or significant ~~tree~~ and specimen trees subject to the limitations as defined in this ~~chapter~~ ordinance. This decision shall be based on, but not limited to, the following criteria:

~~a.1)~~ 1) Size of trees.

~~2)~~ 2) Size of lot.

~~b.3)~~ 3) Species, health, and attractiveness of the trees, including:

~~1)a)~~ 1)a) Sensitivity to disease.

~~2)b)~~ 2)b) Life span.

~~3)c)~~ 3)c) Nuisance characteristics.

~~4)d)~~ 4)d) Sensitivity to site grading.

~~5)e)~~ 5)e) Potential for transplanting.

~~6)f)~~ 6)f) Need for thinning a woodlot.

~~7)g)~~ 7)g) Effects on the functioning of a development.

~~8)h)~~ 8)h) Fragmentation of wooded area and effects on wildlife corridors.

~~9)i)~~ 9)i) The public health, safety, and welfare.

~~10)j)~~ 10)j) Effect on wetlands and/or watershed.

~~k)~~ Native ~~Prairie Restoration~~

~~2. Safeguarding preserved trees: the tree preservation plan shall delineate the location of (existing) significant trees that are to be preserved with location and type of protective fencing.~~

~~a. Tree protective areas shall be located at a minimum of the CRZ of trees prairie or drip line whenever possible. Use of tree save islands and stands are encouraged rather than the protection of individual trees scattered throughout a site.~~

~~b. Suitable tree protection fencing in active areas includes use of orange polyethylene laminar safety fencing or woven polyethylene fabric (silt fencing). Fencing must be self-supportive. All active tree protection areas shall be designated as such with "Tree Save Area" signs posted in addition to the required fencing.~~

~~c. Use of passive forms of tree protection requires approval from environmental manager in writing. Passive forms of tree protection fencing include use of continuous rope or flagging (heavy mil plastic four (4) inches or wider) with visible signage stating "Keep Out" or "Tree Save Area".~~

~~d. Signs requesting subcontractor cooperation and compliance with tree protection standards are required at site entrances.~~

~~e. No construction work shall begin until tree protection fencing has been installed, inspected, and approved by the city forester. At least three (3) working days~~

~~prior to construction or grading, applicant shall be required to request inspection of on-site protective measures by city forester. Once city forester approves tree protection fencing or devices it must not be altered or removed without prior written approval.~~

~~f. Tree protection fencing shall be maintained and repaired by the applicant for the duration of construction. No grade change, construction activity, storage or staging of materials shall occur within this fenced area.~~

~~g. Use of custom grading, retaining walls or tree wells to maintain existing grade for preserved trees.~~

~~h. Layout of the project site utility and grading plans should accommodate the tree preservation areas. Utilities recommended along corridors between tree preservation areas and use of common trenches or tunnel installation if possible.~~

~~i. Minimize tree wounding by felling or removing trees away from trees remaining on-site.~~

~~j. Construction site activities such as parking, material storage, concrete washout, placement of holes, etc., shall be arranged so as not to encroach on tree protection areas.~~

~~k) k. Identify and prevent oak wilt infection. Treat all known oak wilt infected areas with current accepted guidelines including root cutting and tree removal. If pruning oaks is required between April 1 and July 1 cover fresh wounds with nontoxic tree wound sealant or latex paints savanna habitat.~~

~~l. Use of wood chip mulch to a depth of six (6) to eight (8) inches adjacent to tree protection areas to minimize soil compaction and desiccation.~~

~~m. Concrete washout, leakage or spillage of fuels or paints, or other materials that would result in detrimental change in soil chemistry is prohibited in tree preservation areas.~~

~~n. Post construction tree care to mitigate construction damage:~~

~~1) Tree root aeration, fertilization, and/or irrigation systems.~~

~~2) Therapeutic pruning.~~

~~o. Soil compaction mitigation by:~~

~~1) Mulch drive lanes with eight (8) to ten (10) inches of woodchips.~~

~~2) Soil fracturing with deep tillage or other similar methods.~~

~~3) Inclusion of organic matter to existing soil.~~

~~3) Core aeration.~~

~~p. Transplant existing trees to a protected area for future transplanting onto permanent sites within the construction area.~~

~~3.b. If any significant or specimen tree ~~stated~~designated as preserved (protected) in the approved tree preservation plan is cut, damaged, or encroached upon by grading equipment or during the construction process without city authorization and if it is determined by the ~~environmental manager~~EEDD Director or city forester that the damaged tree(s) will ~~probably~~ not survive, the said damaged tree(s) shall be removed by the applicant at their expense and replacement tree(s) required at a rate of two (2) times the tree ~~mitigation/~~replacement ~~formula~~outlined in the tree removal, mitigation, and replacement section below.~~

~~**Tree Mitigation/Replacement Schedule.**~~

~~3. Tree removal, mitigation, and replacement.~~

~~a. Tree removal calculation: If less than twenty percent (20%) of the total significant or specimen tree diameter inches on the property is removed, the applicant shall replace one (1) tree per significant and specimen tree removed. Tree replacement shall be a minimum of two (2.0) caliper inches in size.~~

If twenty percent (20%) or more total significant and specimen tree diameter inches ~~is~~are removed, applicant shall mitigate all significant and specimen diameter inches using the tree mitigation/replacement schedule in accordance with the following ~~formula~~formulas:

—A = Total Diameter Inches~~diameter inches~~ of Significant Trees~~significant trees~~ lost as a result of the Land Alteration~~land alteration~~ (includes significant and specimen trees)

B = Total Diameter Inches~~diameter inches~~ of Significant Trees~~significant trees~~ situated on the property; (includes significant and specimen trees)

C = Tree Replacement Constant~~replacement constant~~ (1.5)

D = Replacement Trees (Number of Caliper Inches)~~Total diameter inches of specimen trees saved~~\*

~~(E = Replacement trees (number of caliper inches)~~

~~(((A/B - 0.2) x C) x A) - [D/2] = E~~

\* Applicant receives credit for each one (1) diameter inch of specimen tree saved at a rate of ½ (.5) diameter inches.

Example

A = 379 94

B = 943 234

C = 1.335

D = 160 28

~~(((379 / 943 - 0.20) x 1.5) X 379 = 114.7~~ E = 14 caliper inches

(((94 / 234 - 0.2) x 1.5) x 94) - [28/2] = 14 caliper inches

The trees required to be replaced pursuant to this chapter ordinance shall be in addition to any other trees required to be planted pursuant to any other provision of city code.

b. Tree mitigation: Once the total caliper inches for replacement trees are determined, the ~~developer~~applicant shall mitigate ~~tree loss~~ of significant and specimen trees by ~~either:~~

~~1. Plant~~planting replacement trees in appropriate areas within~~on~~ the development~~property~~ in accordance with the tree replacement schedule.

~~2. Plant~~requirements as outlined in the Tree Standards and tree preservation plan. After putting as many trees as feasible on the site, if the replacement ~~trees on~~ city property under the direction of environmental manager or city forester. Must be approved during the review process~~requirement is still not met, the EEDD~~

Director can approve tree replacement steps as outlined in the Tree Standards prior to issuance of a grading or building permit(s).

~~3. Pay the city a sum per diameter inch in accordance with the tree replacement schedule with written approval from city staff. The fee per diameter inch shall be set forth in the city fee schedule set annually by city council resolution. Payment shall be deposited into an account designated specifically for tree planting on public property within the city. The form of mitigation to be provided by the applicant shall be determined by city staff. This provision may only apply if all other measures in this ordinance have been exhausted.~~

~~4. The developer shall be required to maintain trees for two (2) year after planting. Should any tree require replacement during this two (2) year period, the replacement period shall start at the date of~~

c. Tree replacement requirements: The applicant shall follow tree replacement requirements as outlined in the Tree Standards.

~~d. Tree replacement. Trees required to be planted pursuant to any other provision of city code are not included in this and must be replaced according to such code.~~

~~5. Species requirements: Where ten (10) or more replacement trees are required, not more than thirty (30) percent shall be of the same type of tree without the written approval of the environmental manager. Native tree species to the Maplewood area are preferred.~~

~~6. Sources of trees: Replacement trees shall consist of certified nursery stock as defined by Minnesota Statutes, Section 18.46 hardy for this USDA plant hardiness zone (Zone 2, 3 or 4 hardiness rated trees) or other trees including wilding trees, so long as such wilding trees comply with the following standards and are approved by the environmental manager or city forester. All replacement trees shall be healthy and free from insect or disease infestation. A wilding tree measured in caliper inches shall not exceed the maximum height as shown on the table below:~~

| <b>CALIPER INCHES</b> | <b>MAXIMUM HEIGHT (FEET)</b> |
|-----------------------|------------------------------|
| 2-3                   | 18                           |
| 3-4                   | 20                           |
| 4-5                   | 24                           |

~~The lowest branch of a wilding tree shall not be at a height above the surface of the ground more than one half (1/2) the total height of the tree (e.g., a fourteen (14) foot tree must have a branch within seven (7) feet of the surface of the surrounding ground).~~

~~7. Tree replacement size must be no less than two (2) caliper inches deciduous or six (6) foot evergreen tree unless pre-approved by the environmental manager. Evergreen or coniferous tree height convert to caliper measurement as follows: the first six (6) feet of growth equals two and one half (2.5) caliper inches for each additional two (2) feet in~~

~~height equals one (1) additional caliper inch. Trees required to be planted pursuant to any other provision of city code must comply with tree size specification of such code.~~

~~8. Tree replacement surety required. escrow: The applicant shall post tree replacement suretyescrow with the city, such as a tree replacement cash deposit or letter of credit, of one hundred and fifty (150) percent of estimated cost for tree replacement for proposed planting. Funds will be held by the city until successful completion of final planting inspection. It shall be the applicant's responsibility to call for such inspection. Tree replacement surety does not include other sureties required pursuant to any other provision of city code or city directives outlined in the Tree Standards.~~

~~**Enforcement.**—The city reserves the right to inspect the construction site at any time for compliance with this ordinance. Should the city find the site in violation of the approved tree preservation plan, they may issue a stop work order until conditions are corrected. Stop work order, will be lifted after approved by environmental manager or city forester in writing.~~

Sec. 6. Diseased and Hazardous Trees.

1. Findings and declaration of purpose.

The health of trees in the city is threatened by epidemic shade tree pests. Hazardous trees can cause property damage or personal injury. The loss of trees, ill health of trees, or presence of hazardous trees on public and private property depreciates the value of property within the city and impairs the safety and general welfare of the public. In addition to, and in accordance with, Minnesota Statutes, sections 89.001, 89.01, and 89.51-.64, the provisions of this section are adopted as an effort to control and prevent the spread of these shade tree pests.

2. Declaration of a shade tree pest.

The EEDD Director or city forester may declare any vertebrate or invertebrate animal, plant pathogen, or plant in the community threatening to cause significant damage to a shade tree or community forest to be a shade tree pest and prescribe control measures to effectively eradicate, control, or manage the shade tree pest as defined by Minnesota Statute, section 89.001.

3. Public nuisances.

Public nuisances relating to trees are outlined in the Tree Standards.

4. Inspection.

a. The EEDD Director and city forester shall have the ability and authority to inspect all premises and places within the city for public nuisances relating to trees. Inspection shall be of living or dead trees, parts of trees, stumps, and firewood.

b. The EEDD Director and city forester may enter upon private premises at any reasonable time for the purpose of carrying out any of the duties assigned under this ordinance.

5. Abatement of shade tree pest nuisances.

a. The EEDD Director or city forester shall notify in writing the owner of record or occupant of the premises that a public nuisance exists. The notice shall specify the measures to be taken to abate the nuisance and shall specify that the nuisance shall be abated within a reasonable amount of time, not less than ten (10) days from the date of mailing.

b. If the owner fails to comply with the removal or control measures specified for the hazard tree, infested tree, or wood on his/her property as outlined in this ordinance and the Tree Standards, and within the time specified, the EEDD Director or city forester may order the work done either by city employees or by contractor. The cost of this work shall be billed to the owner. If the bill is not paid within thirty (30) days, the city shall assess the costs to the property.

6. High-cost abatement.

If the cost of abating a nuisance from a shade tree pest will exceed five thousand dollars (\$5,000) in a given year or in two consecutive years, based on a reasonable, good faith estimate from a certified arborist, the owner or occupant may request the matter be referred to the city council for a hearing as outlined in the Tree Standards. This does not apply to hazardous trees.

7. Emergency abatement.

Nothing in this ordinance shall prevent the city, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life or safety.

Sec. 7. Enforcement.

The city shall be responsible for the enforcement of this ordinance. Any person who fails to comply with or violates any section of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to punishment in accordance with section 1-15. All land use, building, and grading permits shall be suspended until the ~~developer~~applicant has corrected the violation. Each day that a separate violation exists shall constitute a separate offense.

~~**Effect on density.** The city may reduce the maximum allowed density on that part of a development that has a significant natural feature, where such reduction would save all or part of a significant natural feature. However, regardless of the requirements in this article, the maximum allowed density shall not be reduced below 67 percent of the allowed density in the city's land use plan for multiple dwellings. The minimum lot size shall not be increased above 15,000 square feet for single dwellings. Any required density reduction or increase in lot size must save a significant natural feature. The city council may require the clustering of dwellings~~

~~in the form of townhouses, quads, apartments, or similar uses where it is necessary to preserve significant natural features.~~

The city reserves the right to inspect the site or property at any reasonable time for compliance with tree preservation requirements. If the city finds the site in violation, the city may issue a stop work order until conditions are corrected.

**Section 2: This section revises Chapter 12 (Buildings and Building Regulations), Article VI (Contractors and Subcontractors) to update licensing requirements for tree service companies (additions are underlined).**

Sec. 12-207. General types of work.

Before any person shall engage in the business of doing or performing the following types of work in the city he or she shall first obtain a license or register to do so as provided in this ordinance:

1. Cement work, cement blockwork, cement blocklaying or brickwork.
2. General construction, including erection, alteration or repair of buildings.
3. The moving or wrecking of buildings.
4. Plastering, outside stucco work or lathing.
5. Plumbing, including installation of outside sewage disposal plants.
6. Heating.
7. Gas installation, including heating, appliances, devices or machinery, etc.
8. Well drilling.
9. Roofing.
10. Sign and billboard erecting.
11. Excavators for basements, foundations, grading of lots, etc.
12. Cesspool and private sewer disposal installers.
13. Sodding and landscaping.
14. Tree service (pruning, removal, treatment, or care).
15. Elevators.

Sec. 12-208. Application for and issuance of license; license fees; registration required.

1. Application for any license required by section 12-207 shall be filed with the city clerk on the appropriate form furnished by the city. Any license required by section 12-207 shall be issued by the city clerk.
2. The license fee for any license required by section 12-207 shall be imposed, set, established and fixed by the city council, by resolution, from time to time.
3. Plumbers, building movers or other crafts, which are licensed by the state and which the city is prohibited from licensing, who undertake to perform work and obtain permits within the city shall first register with the city clerk and shall provide proof of public liability insurance as required by this ordinance. Such state-licensed contractors shall also provide any additional insurance or indemnity bond required by the city council by resolution to protect property of the city when such work is being done in or upon any city street or other public right-of-way or upon any of the city-owned utilities located in such street or right-of-way.

Sec. 12-209. Duration of licenses; consequences of nonrenewal.

1. All licenses issued under section 12-208 shall expire on December 31 following the date of issuance, unless sooner revoked or forfeited.
2. If a license granted under section 12-208 is not renewed prior to its expiration, all rights granted by such license shall cease, and any work performed after the expiration of the license shall be in violation of this Code.

Sec. 12-210. Liability insurance.

Any person applying for any license enumerated in section 12-207 shall file with the city clerk a certificate to the effect that public liability and property damage insurance is in force and shall remain and be in force and effect during the entire term of such license and shall contain a provision that such insurance shall not be cancelled without ten days' written notice to the city. Public liability insurance shall not be less than \$25,000.00 for injuries, including accidental death to any one person, and, subject to the same limit for each person, in an amount of not less than \$50,000.00 on account of any one accident and property damage insurance in the amount of not less than \$5,000.00 on account of damage to any one party and not less than \$25,000.00 on account of any one accident. As to gas installers, such public liability insurance shall be for not less than \$25,000.00 for injuries, including accidental death, to any one person, and, subject to the same limit for each person, in an amount of not less than \$50,000.00 on account of any one accident and property damage in the amount of not less than \$25,000.00. No license shall be issued until such certificate of insurance shall have been filed and approved by the city clerk.

Sec. 12-211. Renewal of license after expiration date.

Any person renewing his license under section 12-208 after the expiration date shall be charged the full annual license fee. No prorated license fee shall be allowed for renewals.

Sec. 12-212. Work covered under license issued to general contractors; requirements of subcontractors.

1. A license granted under section 12-207 to a general contractor shall include the right to perform all of the work included in his general contract. Such license shall include any or all of the persons performing the work which is classified and listed in section 12-207, providing that each person performing such work is in the regular employ of such general contractor and qualified under state law and this Code to perform such work. In these cases, the general contractor shall be responsible for all of the work so performed.
2. Subcontractors on any work classified and listed in section 12-207 shall be required to comply with the sections of this Code pertaining to license, bond, qualifications, etc., for their particular type of work.

Sec. 12-213. Qualifications for licenses.

Except as otherwise provided by law, each applicant for a license under section 12-208 shall satisfy the city council that he is competent by reason of education, special training, experience and that he is equipped to perform the work for which a license is requested in accordance with all state laws, city ordinances and this Code.

Sec. 12-214. Exemptions for homeowners.

A homeowner in the city shall have an exemption, utilized no more often than once every five years, from needing the license for doing or performing any of the various types of work on his own home for which a license is required in section 12-207.

Sec. 12-215. Special licenses for certain work.

The council may, by resolution, provide for any special licenses and set the fees for any work or services pertaining to construction, reconstruction, revocation or repair of buildings or appurtenances thereto, when the council deems in its discretion that the licenses provided for in section 12-207 do not properly pertain to the work or service to be covered by such licenses.

Sec. 12-216. Sewer installer licenses.

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Sec. 12-217. Sign installer licenses.

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Sec. 12-218. Tree service company licenses.

1. No person for hire shall fell, cut, or trim any tree in the city, or engage in the business of so doing, without a license. This shall apply only to the felling, cutting, or trimming of trees, limbs, and branches which are two (2) inches or more in diameter at the point of cutting or severance.
2. All licensees performing work under this chapter shall comply with the American National Standards Institute (ANSI) Standard A300, parts 1 through 9. Effective within one (1) year from the date of the adoption of these amendments, any new or renewal license applications shall require that the licensee employ or contract with an individual who possesses current certification as an arborist from the International Society of Arboriculture (ISA) or an individual that holds a post-secondary degree in urban forestry, arboriculture, or an equivalent area of study as approved by the EEDD Director.

**Ordinance No. \_\_\_\_\_**

**An Ordinance Regulating Trees in the City of Maplewood**

The Maplewood City Council approves changes to the Code of Ordinances pertaining to the regulations of trees. This ordinance amends and reconfigures Chapter 38 (Trees), Chapter 12 (Buildings and Building Regulations), and Chapter 18 (Environment) as follows:

**Section 1: This section deletes Chapter 38 (Trees) and adds new regulations pertaining to trees to Chapter 18 (Environment), Article V (Environment and Natural Resources), Division 3 (Trees) as outlined below.**

Article V. Environment and Natural Resources

Division 3. Trees

Sec. 1. Findings and Purpose.

The city desires to protect the trees and woodlands in the City of Maplewood. Trees and woodlands provide numerous environmental, economic, and scenic benefits. They help filter air pollutants, absorb stormwater runoff, provide wildlife habitat, moderate temperatures, reduce cooling costs, increase property values, provide scenic beauty, provide sound and visual buffers, and provide screening for privacy. It is therefore the city's intent to protect, preserve, and enhance the trees and woodlands of Maplewood and to encourage a resourceful and prudent approach to development in the city thereby promoting and protecting public health, safety, and welfare of the citizens of Maplewood. The purpose of this ordinance is to establish tree preservation and protection regulations to assure the continuance of significant and specimen trees and woodlands for present and future generations which:

1. Preserve the natural character of neighborhoods (in developed and undeveloped areas).
2. Ensure the health and wellbeing of Maplewood's urban forest.
3. Protect the health and safety of residents.
4. Protect water quality and minimize storm water runoff.
5. Help prevent erosion or flooding.
6. Assure orderly development within wooded areas to minimize tree loss and environmental degradation.
7. Establish a minimum standard for tree preservation and mitigation of environmental impacts resulting from tree removal.
8. Ensure the city's urban forest has a good age distribution, from young trees through large old specimen trees.
9. Promote the planting of trees as outlined in the city's Living Streets Policy.

## Sec. 2. Definitions.

The following words, terms and phrases shall have the meanings ascribed to them in this ordinance.

*Applicant* means developer, builder, contractor, or owner who applies for a woodlot alteration, land use, grading, or building permit.

*Caliper inch* is a measurement used for nursery stock and in this ordinance refers to replacement trees. It is the unit of measurement for defining the diameter of the tree trunk measured six (6) inches above the soil surface for tree trunks four (4) diameter inches or less and measured twelve (12) inches above the soil surface for tree trunks greater than four (4) diameter inches.

*Certified Arborist* is an arborist with up-to-date certification by the International Society of Arborists.

*City Forester* means a forester who is employed by the city or appropriate agent or independent contractor designated by the city manager.

*Conifer Tree* means a woody plant that is a member of the division Pinophyta and at maturity is at least twelve (12) feet or more in height. Conifers are cone bearing and most in our climate keep their leaves (also called needles) year-round. Tamarack (also called larch) is the one conifer in our climate that drops its needles in the fall.

*Control* includes measures to prevent, slow the spread, suppress, eradicate, or destroy a shade tree disease or pests.

*Deciduous Tree* means a woody plant, which sheds leaves annually, having a defined crown and at maturity is at least fifteen (15) feet or more in height.

*Diameter* is a measurement used for trees in the landscape. It is the diameter of a tree trunk as measured at a height of four and one-half (4.5) feet above ground. To determine diameter, measure the circumference of the tree trunk at four and one-half (4.5) feet above ground and divide by 3.14.

*Environmental and Economic Development Department (EEDD) Director* means the EEDD Director or an employee of the city who manages city-wide environmental programs, or appropriate agent designated by the city manager.

*Hardwood Deciduous Tree* means all deciduous tree species except those listed as softwood deciduous trees below.

*Hazard tree* means a tree that has structural defects that may cause the tree or tree part to fail, and the city forester determines that such failure could cause property damage or personal injury.

*Invasive Species* are species that are not native to Minnesota and cause economic or environmental harm or harm to human health.

*Major Home Addition* means an addition on a single or double dwelling lot of which the addition or accessory building is more than a sixty (60) percent increase in the footprint of the single or double dwelling structure on said lot.

*Minor Home Addition* means an addition on a single or double dwelling lot of which the addition or accessory building is less than a sixty (60) percent increase in the footprint of the single or double dwelling structure on said lot.

*Native Prairie* means a landscape or planting that consists predominantly of grasses, flowers, and sedges that are native to Minnesota prairie ecosystems.

*Shade Tree* means a woody perennial that at maturity is at least fifteen (15) feet in height and grown primarily for aesthetic or environmental purposes.

*Shade Tree Pest* means any vertebrate or invertebrate animal, plant pathogen, or plant that is determined by the city council to be harmful, injurious, or destructive to shade trees or community forests.

*Significant Tree* means a healthy tree measuring a minimum of six (6) inches in diameter for hardwood deciduous trees, eight (8) inches in diameter for conifer trees, twelve (12) inches in diameter for softwood deciduous trees, and specimen tree. Buckthorn or other noxious woody plants or trees as determined by the EEDD Director are not considered a significant tree species at any diameter.

*Softwood Deciduous Tree* means the following tree species: box elder, cottonwood, elm, poplar/aspens, silver maple, and willow.

*Specimen Tree* is a tree of any species that is twenty-eight (28) inches in diameter or greater, except invasive species. Specimen trees must have a life expectancy of greater than ten (10) years, have a relatively sound and solid trunk with no extensive decay or hollow, and have no major insects, pathological problem, or defects. Specimen trees are valued for their size and their legacy.

*Structure* means anything manufactured, constructed, or erected which is normally attached to or positioned on land, including portable structures.

*Tree Preservation Plan* is a plan that shows all trees in the area to be developed or within the property. The plan shall include all significant and specimen trees to be preserved and measures taken to preserve them. The plan will also include calculations to determine the number of replacement trees as required by the tree removal, mitigation, and replacement section of this ordinance and a proposed re-forestation landscape plan. The plan shall be developed by a forestry or horticultural professional whose qualifications are approved by the EEDD Director.

*Tree Standards* is a separate document authorized through this ordinance to help achieve the goals of the City's Tree Ordinance and Living Streets Policy. The standards highlight important aspects of the requirements for tree preservation, removal, replacement, and shade tree pest management. The standards do not replace or supersede city ordinances.

*Utility* means electric, telephone, cable television, water, sanitary or storm sewer, solid waste, gas or similar service operations.

*Wetland* as defined in the city's wetland ordinance.

*Woodlot* means a treed area of at least one-quarter (1/4) acre on a vacant lot, which includes significant and/or specimen tree(s).

### Sec. 3. Standards.

The EEDD Director and city forester shall have the authority to develop Tree Standards concerning the management of trees. These standards shall not be contrary to this ordinance.

### Sec. 4. Woodlot Alteration.

1. Woodlot alteration permit. A woodlot alteration permit application shall be submitted to the EEDD Director for review prior to removal of any significant or specimen living trees on a woodlot that is not reviewed by another land use, grading, or building permit. The applicant shall submit a tree plan and any other information needed to determine compliance with this ordinance. Specific requirements shall be stated on an application form in the office of the EEDD Director. An application fee shall be established yearly by the city council by resolution. Failure to submit a woodlot alteration permit application and gain subsequent approval prior to removal of significant and specimen trees will result in the total tree replacement for the property as outlined in the tree removal, mitigation, and replacement section to assume that all trees removed were significant and specimen trees.
2. Woodlot alteration permit appeal process. If the woodlot alteration permit is denied by the EEDD Director, the applicant may appeal the EEDD Director's decision. The appeal shall be submitted in writing, along with the reasons for the appeal, and received by the city in writing within fifteen (15) days of the EEDD Director's written decision to deny the permit. The environmental and natural resources commission will review the appeal at its next available commission meeting. If the environmental and economic development commission denies the appeal, the applicant may appeal the environmental and economic development commission's decision. The appeal shall be submitted in writing, along with the reasons for the appeal, and received by the city within fifteen (15) days of the environmental and natural resources commission's decision. The city council will review the appeal at its next available city council meeting for final decision of the appeal.

### Sec. 5. Tree Preservation Plan.

A tree preservation plan as defined in this ordinance and outlined in the Tree Standards shall reflect the applicant's best effort to determine the most feasible and practical layout of buildings, parking lots, driveways, streets, storage, and other physical features, so that the fewest significant and specimen trees are destroyed or damaged and to minimize the negative environmental impact to the site.

1. Tree preservation plan applicability.
  - a. This ordinance shall apply to any applicant that requests a woodlot alteration, land use, grading, or building permit, including a building permits for major home additions. This includes all sites of new or redevelopment that contain significant

and specimen trees or woodlots. Platting and adding new roadway and right-of-way are subject to this ordinance.

- b. The following are exceptions and are exempt from the requirements of the tree preservation plan:
- 1) Minor home additions, general home improvements, and construction of accessory buildings (i.e. garage, shed).
  - 2) Tree removal related to public improvement projects to existing roadways, sewers, parks, and utility/infrastructure work or repair.
  - 3) Emergency removal of a tree(s) to protect public health.
  - 4) Tree removal related to public improvement projects to restore or enhance woodlands, savannas, or prairies.
  - 5) Commercial tree nursery and landscape operations.
  - 6) Removal of dead or dying trees, unless those trees were planted as part of tree replacement in which case they shall be replaced based on the approved plan.
  - 7) Removal of nonnative trees that the city deems invasive species.

2. Tree preservation and safeguarding tree measures.

- a. All developments within the city shall be designed to preserve significant and specimen trees and woodlots, where such preservation would not adversely affect the public health, safety, or welfare of Maplewood citizens. The city may prohibit removal of all or a part of a woodlot or significant and specimen trees subject to the limitations as defined in this ordinance. This decision shall be based on, but not limited to, the following criteria:

- 1) Size of trees.
- 2) Size of lot.
- 3) Species, health, and attractiveness of the trees, including:
  - a) Sensitivity to disease.
  - b) Life span.
  - c) Nuisance characteristics.
  - d) Sensitivity to site grading.
  - e) Potential for transplanting.
  - f) Need for thinning a woodlot.
  - g) Effects on the functioning of a development.
  - h) Fragmentation of wooded area and effects on wildlife corridors.
  - i) The public health, safety, and welfare.
  - j) Effect on wetlands and/or watershed.
  - k) Native prairie or oak savanna habitat.

- b. If any significant or specimen tree designated as preserved (protected) in the approved tree preservation plan is cut, damaged, or encroached upon by grading equipment or during the construction process without city authorization and if it is determined by the EEDD Director or city forester that the damaged tree(s) will not survive, the said damaged tree(s) shall be removed by the applicant at their expense and replacement tree(s) required at a rate of two (2) times the tree replacement outlined in the tree removal, mitigation, and replacement section below.

3. Tree removal, mitigation, and replacement.

- a. Tree removal calculation: If less than twenty percent (20%) of the total significant or specimen tree diameter inches on the property is removed, the applicant shall replace one (1) tree per significant and specimen tree removed. Tree replacement shall be a minimum of two (2.0) caliper inches in size.

If twenty percent (20%) or more total significant and specimen tree diameter inches are removed, applicant shall mitigate all significant and specimen diameter inches using the tree mitigation/replacement schedule in accordance with the following formulas:

- A = Total diameter inches of significant trees lost as a result of the land alteration (includes significant and specimen trees)
- B = Total diameter inches of significant trees situated on the property (includes significant and specimen trees)
- C = Tree replacement constant (1.5)
- D = Total diameter inches of specimen trees saved\*
- E = Replacement trees (number of caliper inches)

$$[((A/B - 0.2) \times C) \times A] - [D/2] = E$$

\* Applicant receives credit for each one (1) diameter inch of specimen tree saved at a rate of ½ (.5) diameter inches.

Example

- A = 94
- B = 234
- C = 1.5
- D = 28
- E = 14 caliper inches

$$[((94 / 234 - 0.2) \times 1.5) \times 94] - [28/2] = 14 \text{ caliper inches}$$

The trees required to be replaced pursuant to this ordinance shall be in addition to any other trees required to be planted pursuant to any other provision of city code.

- b. Tree mitigation: Once the total caliper inches for replacement trees are determined, the applicant shall mitigate loss of significant and specimen trees by planting replacement trees in appropriate areas on the property in accordance

with the tree replacement requirements as outlined in the Tree Standards and tree preservation plan. After putting as many trees as feasible on the site, if the replacement requirement is still not met, the EEDD Director can approve tree replacement steps as outlined in the Tree Standards prior to issuance of a grading or building permit.

- c. Tree replacement requirements: The applicant shall follow tree replacement requirements as outlined in the Tree Standards.
- d. Tree replacement escrow: The applicant shall post tree replacement escrow with the city, such as a tree replacement cash deposit or letter of credit, as outlined in the Tree Standards.

#### Sec. 6. Diseased and Hazardous Trees.

##### 1. Findings and declaration of purpose.

The health of trees in the city is threatened by epidemic shade tree pests. Hazardous trees can cause property damage or personal injury. The loss of trees, ill health of trees, or presence of hazardous trees on public and private property depreciates the value of property within the city and impairs the safety and general welfare of the public. In addition to, and in accordance with, Minnesota Statutes, sections 89.001, 89.01, and 89.51-.64, the provisions of this section are adopted as an effort to control and prevent the spread of these shade tree pests.

##### 2. Declaration of a shade tree pest.

The EEDD Director or city forester may declare any vertebrate or invertebrate animal, plant pathogen, or plant in the community threatening to cause significant damage to a shade tree or community forest to be a shade tree pest and prescribe control measures to effectively eradicate, control, or manage the shade tree pest as defined by Minnesota Statute, section 89.001.

##### 3. Public nuisances.

Public nuisances relating to trees are outlined in the Tree Standards.

##### 4. Inspection.

- a. The EEDD Director and city forester shall have the ability and authority to inspect all premises and places within the city for public nuisances relating to trees. Inspection shall be of living or dead trees, parts of trees, stumps, and firewood.
- b. The EEDD Director and city forester may enter upon private premises at any reasonable time for the purpose of carrying out any of the duties assigned under this ordinance.

##### 5. Abatement of shade tree pest nuisances.

- a. The EEDD Director or city forester shall notify in writing the owner of record or occupant of the premises that a public nuisance exists. The notice shall specify

the measures to be taken to abate the nuisance and shall specify that the nuisance shall be abated within a reasonable amount of time, not less than ten (10) days from the date of mailing.

- b. If the owner fails to comply with the removal or control measures specified for the hazard tree, infested tree, or wood on his/her property as outlined in this ordinance and the Tree Standards, and within the time specified, the EEDD Director or city forester may order the work done either by city employees or by contractor. The cost of this work shall be billed to the owner. If the bill is not paid within thirty (30) days, the city shall assess the costs to the property.

6. High-cost abatement.

If the cost of abating a nuisance from a shade tree pest will exceed five thousand dollars (\$5,000) in a given year or in two consecutive years, based on a reasonable, good faith estimate from a certified arborist, the owner or occupant may request the matter be referred to the city council for a hearing as outlined in the Tree Standards. This does not apply to hazardous trees.

7. Emergency abatement.

Nothing in this ordinance shall prevent the city, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life or safety.

Sec. 7. Enforcement.

The city shall be responsible for the enforcement of this ordinance. Any person who fails to comply with or violates any section of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to punishment in accordance with section 1-15. All land use, building, and grading permits shall be suspended until the applicant has corrected the violation. Each day that a separate violation exists shall constitute a separate offense.

The city reserves the right to inspect the site or property at any reasonable time for compliance with tree preservation requirements. If the city finds the site in violation, the city may issue a stop work order until conditions are corrected.

**Section 2: This section revises Chapter 12 (Buildings and Building Regulations), Article VI (Contractors and Subcontractors) to update licensing requirements for tree service companies (additions are underlined).**

Sec. 12-207. General types of work.

Before any person shall engage in the business of doing or performing the following types of work in the city he or she shall first obtain a license or register to do so as provided in this ordinance:

- 1. Cement work, cement blockwork, cement blocklaying or brickwork.
- 2. General construction, including erection, alteration or repair of buildings.
- 3. The moving or wrecking of buildings.
- 4. Plastering, outside stucco work or lathing.

5. Plumbing, including installation of outside sewage disposal plants.
6. Heating.
7. Gas installation, including heating, appliances, devices or machinery, etc.
8. Well drilling.
9. Roofing.
10. Sign and billboard erecting.
11. Excavators for basements, foundations, grading of lots, etc.
12. Cesspool and private sewer disposal installers.
13. Sodding and landscaping.
14. Tree service (pruning, removal, treatment, or care).
15. Elevators.

Sec. 12-208. Application for and issuance of license; license fees; registration required.

1. Application for any license required by section 12-207 shall be filed with the city clerk on the appropriate form furnished by the city. Any license required by section 12-207 shall be issued by the city clerk.
2. The license fee for any license required by section 12-207 shall be imposed, set, established and fixed by the city council, by resolution, from time to time.
3. Plumbers, building movers or other crafts, which are licensed by the state and which the city is prohibited from licensing, who undertake to perform work and obtain permits within the city shall first register with the city clerk and shall provide proof of public liability insurance as required by this ordinance. Such state-licensed contractors shall also provide any additional insurance or indemnity bond required by the city council by resolution to protect property of the city when such work is being done in or upon any city street or other public right-of-way or upon any of the city-owned utilities located in such street or right-of-way.

Sec. 12-209. Duration of licenses; consequences of nonrenewal.

1. All licenses issued under section 12-208 shall expire on December 31 following the date of issuance, unless sooner revoked or forfeited.
2. If a license granted under section 12-208 is not renewed prior to its expiration, all rights granted by such license shall cease, and any work performed after the expiration of the license shall be in violation of this Code.

Sec. 12-210. Liability insurance.

Any person applying for any license enumerated in section 12-207 shall file with the city clerk a certificate to the effect that public liability and property damage insurance is in force and shall remain and be in force and effect during the entire term of such license and shall contain a provision that such insurance shall not be cancelled without ten days' written notice to the city. Public liability insurance shall not be less than \$25,000.00 for injuries, including accidental death to any one person, and, subject to the same limit for each person, in an amount of not less than \$50,000.00 on account of any one accident and property damage insurance in the amount of not less than \$5,000.00 on account of damage to any one party and not less than \$25,000.00 on account of any one accident. As to gas installers, such public liability insurance shall be for not less than \$25,000.00 for injuries, including accidental death, to any one person, and, subject

to the same limit for each person, in an amount of not less than \$50,000.00 on account of any one accident and property damage in the amount of not less than \$25,000.00. No license shall be issued until such certificate of insurance shall have been filed and approved by the city clerk.

Sec. 12-211. Renewal of license after expiration date.

Any person renewing his license under section 12-208 after the expiration date shall be charged the full annual license fee. No prorated license fee shall be allowed for renewals.

Sec. 12-212. Work covered under license issued to general contractors; requirements of subcontractors.

1. A license granted under section 12-207 to a general contractor shall include the right to perform all of the work included in his general contract. Such license shall include any or all of the persons performing the work which is classified and listed in section 12-207, providing that each person performing such work is in the regular employ of such general contractor and qualified under state law and this Code to perform such work. In these cases, the general contractor shall be responsible for all of the work so performed.
2. Subcontractors on any work classified and listed in section 12-207 shall be required to comply with the sections of this Code pertaining to license, bond, qualifications, etc., for their particular type of work.

Sec. 12-213. Qualifications for licenses.

Except as otherwise provided by law, each applicant for a license under section 12-208 shall satisfy the city council that he is competent by reason of education, special training, experience and that he is equipped to perform the work for which a license is requested in accordance with all state laws, city ordinances and this Code.

Sec. 12-214. Exemptions for homeowners.

A homeowner in the city shall have an exemption, utilized no more often than once every five years, from needing the license for doing or performing any of the various types of work on his own home for which a license is required in section 12-207.

Sec. 12-215. Special licenses for certain work.

The council may, by resolution, provide for any special licenses and set the fees for any work or services pertaining to construction, reconstruction, revocation or repair of buildings or appurtenances thereto, when the council deems in its discretion that the licenses provided for in section 12-207 do not properly pertain to the work or service to be covered by such licenses.

Sec. 12-216. Sewer installer licenses.

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Sec. 12-217. Sign installer licenses.

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Sec. 12-218. Tree service company licenses.

1. No person for hire shall fell, cut, or trim any tree in the city, or engage in the business of so doing, without a license. This shall apply only to the felling, cutting, or trimming of trees, limbs, and branches which are two (2) inches or more in diameter at the point of cutting or severance.
  
2. All licensees performing work under this chapter shall comply with the American National Standards Institute (ANSI) Standard A300, parts 1 through 9. Effective within one (1) year from the date of the adoption of these amendments, any new or renewal license applications shall require that the licensee employ or contract with an individual who possesses current certification as an arborist from the International Society of Arboriculture (ISA) or an individual that holds a post-secondary degree in urban forestry, arboriculture, or an equivalent area of study as approved by the EEDD Director.

**Maplewood Tree Standards**  
**December 14 , 2015**

The City of Maplewood has developed tree standards to help achieve the goals of the City's Tree Ordinance and Living Streets Policy. The standards highlight important aspects of the requirements for tree preservation, removal, replacement, and shade tree pest management. The standards do not replace or supersede City ordinances.

1. Definitions. All definitions as outlined in the Tree Ordinance apply to the Tree Standards including the following additional definitions:

*Critical Root Zone (CRZ)* means an imaginary linear circle surrounding the tree trunk with a radius distance of one and one half (1-1/2) foot per one (1) inch of tree diameter (e.g., a sixteen (16) inch diameter tree has a CRZ with a radius of twenty four (24) feet).

*Drip Line* means the farthest distance around and away from the trunk of a tree that rain or dew will fall directly to the ground from the leaves or branches of that tree.

*Infestation* includes actual, potential, incipient, emergent infestation, or infection by forest pests or shade tree pests.

*Retaining Wall* means a structure utilized to hold a slope in a position in which it would not naturally remain.

*Slope* means the inclination of the natural surface of the land from the horizontal; commonly described as a ratio of the length to the height.

*Wilding Tree* means a tree that was not grown in a nursery or been maintained by a nursery.

2. Tree preservation plan. A tree preservation plan is required for any project which requires a woodlot alteration, land use, grading, or building permit; excluding the exemptions and exceptions as outlined in the Tree Ordinance. A tree preservation plan shall reflect the applicant's best effort to determine the most feasible and practical layout of buildings, parking lots, driveways, streets, storage, and other physical features, so that the fewest significant and specimen trees are destroyed or damaged and to minimize the negative environmental impact to the site. The tree preservation plans shall include the following:

- a. A tree inventory overlay on the site plans that shows size, species, general health, and location of all significant and specimen trees located within the property where significant and specimen tree removal is proposed. The tree inventory plan:

- 1) Shall be drawn at the same scale as the other site plan submittals and shall coincide with required engineering documents such as topography maps, wetland information, grading plans, road locations, and building locations;

- 2) Shall include trees growing in clump form. These trees will be considered individual trees and each stem/trunk is measured as individual trees.
  - 3) Include the location of groups of standing dead or diseased significant and specimen trees.
  - 4) Include the outer boundaries of all contiguous wooded areas, with a general description of trees not meeting the significant and specimen tree size threshold and any indication of the presence of epidemic tree diseases.
  - 5) Include significant and specimen trees (species and diameter) identified in both graphic and tabular form.
  - 6) Include locations of the proposed buildings, structures, or impervious surfaces.
  - 7) Include delineation of all limits of land disturbance, clearing, grading, and trenching.
- b. A list of total diameter inches of all healthy significant and specimen trees inventoried.
  - c. The total diameter inches of healthy significant and specimen trees removed.
  - d. Location of trees protected and the proposed measures for protection including delineation of tree protection fencing, tree protection signs, location for material storage, parking, debris storage, and wash out area for redi-mix trucks.
  - e. Protection measures for replacement trees being planted in areas with high deer population.
  - f. The name(s), telephone number(s), and address(es) of the person(s) responsible for tree preservation during the course of the development project.
  - g. Size, species, number, and location of all replacement trees and woody shrubs proposed to be planted on the property, planted on city property, or amounts to be paid into the city's tree fund in accordance with the tree removal, mitigation, and replacement section of the tree ordinance.
  - h. All tree preservation plans shall be prepared by a forestry or horticultural professional whose qualifications are approved by the EEDD Director.
  - i. The tree preservation plan shall be reviewed by the EEDD Director for compliance with this ordinance. Reasons for denial shall be noted on the tree preservation plan, or otherwise stated in writing.
3. Safeguarding preserved trees. The following measures will be taken to ensure survival of trees scheduled to be preserved:

- a. Layout of the project site utility and grading plans shall accommodate the tree preservation areas. Utilities are recommended to be placed along corridors between tree preservation areas and use of common trenches or tunnel installation if possible.
- b. Custom grading, retaining walls, or tree wells to maintain existing grade for preserved trees can be used.
- c. Prior to issuance of a grading or building permit the EEDD Director may require one or all of the following measures for safeguarding preserved trees:
  - 1) Tree protective areas shall be located at a minimum of the CRZ of trees or drip line, whichever is greater, whenever possible. Saving groups or stands of trees is encouraged over protecting individual trees scattered throughout the site.
  - 2) Suitable tree protection fencing in active areas includes use of orange polyethylene laminar safety fencing or woven polyethylene fabric (silt fencing). Fencing shall be self-supportive. Tree protection fencing shall be maintained and repaired by the applicant for the duration of construction.
  - 3) Use of passive forms of tree protection may be allowed, i.e., tree protection fencing consisting of continuous rope or flagging (heavy mil plastic four (4) inches or wider).
  - 4) Active tree protection areas with "Tree Save Area" signs posted and readable from at least ten (10) feet away.
  - 5) Minimize tree wounding by felling or removing trees away from trees remaining on site.
  - 6) Construction site activities such as parking, material storage, concrete washout, placement of holes, etc., shall be arranged so as not to encroach on tree protection areas.
  - 7) Measures such as deep mulching may be required in some situations.
  - 8) Identify and prevent oak wilt infection. Treat all known oak wilt infected areas with current accepted guidelines including root cutting and removal of infected trees. If pruning oaks is required between April 1 and July 1 fresh wounds shall be covered with nontoxic tree wound sealant or latex paint.
- d. No construction work shall begin until tree protection fencing has been installed, inspected, and approved by the EEDD Director. Once EEDD Director approves tree protection fencing or devices it shall not be altered or removed without EEDD Director approval.

4. Post construction tree care mitigation. The city may require post construction tree care mitigation for trees protected to include:
  - a. Tree root aeration, fertilization, and/or irrigation systems.
  - b. Therapeutic pruning.
  - c. Mitigate soil compaction by the following:
    - 1) Mulch drive lanes with eight (8) to ten (10) inches of woodchips.
    - 2) Soil fracturing with deep tillage or other similar methods.
    - 3) Inclusion of organic matter to existing soil.
    - 4) Core aeration.
  
5. Tree mitigation. Once the total caliper inches for replacement trees are determined, the applicant shall mitigate loss of significant and specimen trees by planting replacement trees in appropriate areas on the property in accordance with the tree removal, mitigation, and replacement section of the tree ordinance. After putting as many trees as feasible on the site, if the replacement requirement is still not met, the EEDD Director can approve tree replacement steps as outlined below prior to issuance of a grading or building permit:
  - a. Planting replacement trees on city property under the direction of the EEDD Director.
  - b. Mulched beds of native or drought tolerant shrubs that are not required as part of foundation, screening, or other city-required plantings will qualify towards tree replacement at a rate of .5 caliper inches per number three (#3) shrub.
  - c. Alternative forms of mitigation can be approved by the EEDD Director. Examples of alternative mitigation includes buckthorn removal and management. Buckthorn removal and management will qualify the applicant for reducing the number of replacement trees or the payment into the city's tree fund with a dollar for dollar credit.
  - d. Paying the city a sum per caliper inch in accordance with the tree replacement schedule set forth in the city fee schedule. Payment shall be deposited into an account designated specifically for tree planting on public property or providing financial assistance for properties that want to voluntarily plant trees.
  
6. Tree replacement requirements. The applicant shall follow tree replacement requirements as outlined below:
  - a. Three-year replacement period: The applicant shall maintain replacement trees for three (3) years after planting. If any tree requires

replacement during this three (3) year period, the replacement period shall start at the date the replacement tree was planted. Trees required to be planted pursuant to any other provision of the city ordinances are not included in this and shall be replaced according to such ordinance.

- b. Species requirements: Where ten (10) or more replacement trees are required, not more than thirty (30) percent shall be of the same type of tree without the written approval of the EEDD Director. Tree species native to the Maplewood area are preferred. The following plant species are potentially invasive and should be avoided in city plantings and on development projects.

|                    |                             |
|--------------------|-----------------------------|
| Norway maple       | <i>Acer platanoides</i>     |
| Amur maple         | <i>Acer ginnala</i>         |
| Siberian elm       | <i>Ulmus pumila</i>         |
| Common buckthorn   | <i>Rhamnus cathartica</i>   |
| Glossy buckthorn   | <i>Rhamnus frangula</i>     |
| Black locust       | <i>Robinia pseudoacacia</i> |
| Siberian pea shrub | <i>Caragana arborescens</i> |

If elm trees are planted on city projects they should be cultivars resistant to Dutch Elm Disease. Ash trees should not be planted.

- c. Sources of trees: Replacement trees shall consist of certified nursery stock as defined by current Minnesota Statutes and shall be hardy for USDA plant hardiness zones 2, 3, or 4 (hardiness rated trees) or other trees including wilding trees, so long as such wilding trees comply with the following standards and are approved by the EEDD Director. All replacement trees shall be healthy and free from insect or disease infestation. A wilding tree measured in caliper inches shall not exceed the maximum height as shown on the table below:

| Caliper Inches | Maximum Height (Feet) |
|----------------|-----------------------|
| 2-3            | 18                    |
| 3-4            | 20                    |
| 4-5            | 24                    |

The lowest branch of a wilding tree shall not be at a height above the surface of the ground more than one-half (1/2) the total height of the tree (e.g., a fourteen (14) foot tree shall have a branch within seven (7) feet of the surface of the surrounding ground).

- d. Tree replacement size: Replacement trees shall be no less than two (2) caliper inches deciduous or six (6) foot height conifer tree unless pre-approved by the EEDD Director. Use the following table to convert conifer trees to caliper inches:

| Conifer Tree Height (Feet) | Caliper Inches |
|----------------------------|----------------|
| 6                          | 2.0            |
| 7                          | 2.5            |
| 8                          | 3.0            |
| 9                          | 3.5            |
| 10                         | 4.0            |
| 11                         | 4.5            |
| 12                         | 5.0            |

- e. Other required replacement trees: Trees required to be planted pursuant to any other provision of city ordinances shall comply with tree size specification of such ordinance.
7. Tree replacement escrow. The applicant shall post tree replacement escrow with the city, such as a tree replacement cash deposit or letter of credit. The tree replacement escrow will be equal to a sum per caliper inch in accordance with the tree replacement schedule set forth in the city fee schedule. The escrow will be held by the city until successful completion of final planting inspection and assurance that the trees are covered by at least a one (1) year warranty for replacement. In areas where trees are planted in an area with heavy deer population or other tree hazards not normally covered under a warranty, the city may hold the escrow for longer to ensure viability of trees. Once the escrow is reimbursed to the applicant, it is still the applicant's responsibility to maintain the replacement trees for three years after planting as outlined in the three-year replacement period section above. It shall be the applicant's responsibility to call for final escrow reimbursement inspection. Tree replacement escrow does not include other escrows required pursuant to any other provision of city ordinances or city directive.
  8. Public nuisances. The following may be declared nuisances whenever they are found within the city:
    - a. Any living or standing elm tree (*Ulmus* spp.) or part thereof infected to any degree with the Dutch elm disease fungus *Ceratocystis ulmi* (Buisman) Moreau or which harbors the elm bark beetles *Scolytus multistriatus* (Eichh.) or *Hylurgopinus rufipes* (Marsh).
    - b. Any dead elm tree or part thereof including logs, branches, stumps, firewood, or other material from which the bark has not been removed. Proper disposal of removed bark includes chipping or burning.
    - c. Any living, standing, or dead oak tree (*Quercus* spp.) or part thereof infected to any degree with the oak wilt fungus *Ceratocystis fagacearum* (Bretz) Hunt. Also, any living, standing, or dead oak tree that, due to its proximity to an oak infected with oak wilt, possesses a threat of transmission of the oak wilt fungus to other oak trees through interconnected root systems.
    - d. Any living, standing, or dead ash tree (*Fraxinus* spp.) or part thereof with infestation of emerald ash borer (*Agilus planipennis*).

- e. Other shade trees or parts thereof infested with shade tree pests that are epidemic.
  - f. Hazardous trees.
9. Abatement of shade tree pest nuisances.
- a. The abatement measures required may include removal of an infested tree or wood to control the airborne spread of epidemic shade tree pests. If the city forester or EEDD Director finds that Dutch elm disease or oak wilt threatens to cross property boundaries, the city forester or EEDD Director may require root graft disruption to prevent the spread of the disease through roots.
  - b. For hazardous tree abatement may include removal of branches or the whole tree or other control measures that are widely accepted to abate the nuisance.
  - c. If the owner served fails to abate the shade tree pest nuisance, the city will abate the shade tree pest nuisance per Section 18-37 of city code. The cost of abatement shall be in accordance with the abatement schedule set forth in the city fee schedule.
10. High cost abatement.
- a. The owner may request a high cost abatement matter referred to the city council for a hearing as outlined below:
    - 1) The owner or occupant shall notify the EEDD Director within twenty (20) days of the date on the abatement notification letter, provide an estimate from a certified arborist, and provide in writing a request for exemptions and the reasons for exemption.
    - 2) The EEDD Director will notify the owner of the date, time, and location of the hearing at least three (3) days in advance of the hearing.
    - 3) The owner shall be given the opportunity to present evidence at the hearing.
    - 4) The city council may modify the abatement notice or extend the time by which abatement shall be completed.

ORDINANCE NO. \_\_\_\_\_

**An Ordinance Reconfiguring the City’s Environmental Chapters**

The Maplewood City Council approves changes to the Code of Ordinances pertaining to environmental chapters. This ordinance amends and reconfigures Chapter 38 (Trees), Chapter 12 (Buildings and Building Regulations), and Chapter 18 (Environment) as follows:

**Section 1. This section reflects the new Chapter 18 (Environment) outline. (Items stricken are moved, items underlined are added, items italicized are added for clarity.)**

Chapter 18 (ENVIRONMENT)

Article I. In General

Article II. Nuisances

Article II. Erosion and Sedimentation Control

Article IV. Air Pollution Control

*(Article V through VIII are moved to the new Article V [Environment and Natural Resources])*

~~Article V. Environmental Preservation and Protection of Trees and Woodlands~~

~~Article VI. Floodplain Ordinance~~

~~Article VII. Stormwater Management~~

~~Article VIII. Renewable Energy Systems~~

Article V. Environment and Natural Resources

*(Div. 1-9 are moved from other areas of the Code including Chapters 12, 18 and 38)*

Division 1. Generally

Division 2. Wetlands and Streams

Division 3. Trees

Division 4. Stormwater Management

Division 5. Renewable Energy

Division 6. Flood Plain Overlay District

Division 8. Slopes

Division 9. Mississippi Critical Area

**Section 2. This section removes Chapter 38 (Trees) in its entirety. Portions of Article 2 (Shade Tree Disease Control) have been moved to Chapter 18 (Environment) and revised as noted in Section 4 below. (Changes shown in blue - additions are underlined and deletions are stricken.)**

~~Article I. In General~~

~~Sec. 38-1. Planting in right-of-way prohibited.~~

~~The planting of trees in the public right-of-way is prohibited.~~

~~Sec. 38-2 – 38-30. Reserved.~~

~~Sec. 38-31. Plant pest control program.~~

~~The city manager is hereby empowered to conduct a program of plant pest control pursuant to authority granted by Minn. Stats. § 18.022. The program is directed specifically at the control~~

~~and elimination of Dutch elm disease fungus and elm bark beetles and other epidemic diseases of shade trees.~~

~~Sec. 38-32. Inspections and investigations.~~

~~Under this article, the city manager:~~

- ~~1. Shall inspect all premises and places within the city as often as practicable to determine whether any condition described in section 38-31 exists thereon. He shall investigate all reported incidents of infestation by Dutch elm fungus or elm bark beetles or any other epidemic diseases of shade trees;~~
- ~~2. May enter upon private premises at any reasonable time for the purpose of carrying out any of the duties assigned under this article; and~~
- ~~3. Shall, upon finding conditions indicating Dutch elm infestation or other epidemic diseases of shade trees, immediately send appropriate specimens or samples to the state commissioner of agriculture for analysis or take such other steps for diagnosis as may be recommended by the commissioner.~~

~~Sec. 38-33. Public nuisances.~~

- ~~1. The following are hereby declared public nuisances whenever they may be found within the city:~~

- ~~a. Any living or standing elm tree or part thereof infected to any degree with the Dutch elm disease fungus *Ceratocystis ulmi* (Buisman) Moreau or which harbors any of the elm bark beetles *Scolytus multistriatus* (Eichh.) or *Hylurgopinus rufipes* (Marsh);~~
- ~~b. Any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been removed and burned or treated with an effective elm bark beetle insecticide; and~~
- ~~c. Other shade trees with epidemic diseases of shade trees.~~

- ~~2. It is unlawful for any person to permit any public nuisance, as defined in subsection (1) of this section, to remain on any premises owned or controlled by him within the city.~~

~~Sec. 38-34. Removal of infected trees or wood.~~

~~Whenever the city manager finds with reasonable certainty that the infestation, as defined in section 38-33, exists in any tree or wood on any public or private place in the city, he shall notify the property owner and the person in possession, if different from the owner, on which such tree or wood stands, by certified mail or personal service, that the nuisance must be abated within a specified time, not less than five days from the date of mailing such notice or from the date of service. If the owner or occupant shall fail to remove the infected tree or wood from his property within the time specified in the notice, the city manager may order the work done either by the city's employees or by contract, and the cost of the work shall be billed against the owner or occupant.~~

~~Sec. 38-35. Special assessments for unpaid nuisance abatement charges.~~

~~If the owner or occupant shall fail to pay the bill, as provided for in section 38-34, within 30 days, the council may then assess the amount due, plus interest, against the property as a special assessment under state law.~~

~~Sec. 38-36. Treatment of elm trees near Dutch elm fungus infestation.~~

~~Whenever the city manager determines that any elm tree or elm wood within the city is infected with Dutch elm fungus, he may treat all nearby high value elm trees with an effective elm bark beetle destroying concentrate. Treating activities authorized by this section shall be conducted in accordance with technical and expert opinions and plans of the state commissioner of agriculture and under the supervision of the commissioner and his agents whenever possible. The notice requirements of section 38-34 apply to treating operations conducted under this section.~~

~~Sec. 38-37. Permit for transportation of elm wood.~~

~~It is unlawful for any person to transport within the city any bark-bearing elm wood, which is known by the city manager to be infected or suspected of being infected, without having obtained a permit from the city manager. The city manager shall grant such permits only when the purposes of this article will be served thereby.~~

~~Sec. 38-38. Interference with performance of duties imposed by article.~~

~~It is unlawful for any person to prevent, delay or interfere with the city manager while he is engaged in the performance of duties imposed by this article.~~

**Section 3.** This section removes Chapter 12 (Buildings and Building Regulations), Article VII (Environmental Protection and Critical Area) in its entirety. Portions of this Article have been moved to Chapter 18 (Environment) as noted in Section 4 below.

**Section 4.** This section revises Chapter 18 (Environment) to include:

1. A new outline and reordering of Articles and Divisions within Chapter 18;
2. Revisions to Chapter 12 (Buildings and Building Regulations), Article VII (Environmental Protection and Critical Area), Sections 12-247 and 12-248 (Purpose and Applicability) to include moving to Chapter 18, Article V, Division 1 (Generally).
3. Revisions to Chapter 12 (Buildings and Building Regulations), Article VII (Environmental Protection and Critical Area), Sections 12-310 through 12-336 (Wetland and Streams) to include moving to Chapter 18, Division 2 (Wetlands and Streams).
4. Revisions to Chapter 18 (Environment), Article V (Environmental Preservation and Protection of Trees and Woodlands) to include moving to Chapter 18, Article V, Division 3 (Trees) and revising the language.
5. Revisions to Chapter 18 (Environment), article VII (Stormwater Management) to include moving to Chapter 18, Article V, Division 4 (Stormwater Management).
6. Revisions to Chapter 18 (Environment), Article VIII (Renewable Energy Systems) to include moving to Chapter 18, Article V, Division 5 (Renewable Energy).
7. Revisions to Chapter 18 (Environment), Article VI (Floodplain Ordinance) to include moving to Chapter 18, Article V, Division 6 (Flood Plain Overlay District).

8. Revisions to Chapter 12 (Buildings and Building Regulations), Article VII (Environmental Protection and Critical Area), portions of Section 12-249 (Definitions), all of Section 12-308 (Slopes), and all of Section 12-309 (Erosion Control and Soils) to include moving to Chapter 18, Article V, Division 7 (Slopes and Erosion Control).
9. Revisions to Chapter 12 (Buildings and Building Regulations), Article VII (Environmental Protection and Critical Area), portions of Section 12-249 (Definitions), all of Section 12-307 (Scope) to include moving to Chapter 13, Article V, Division 8 (Mississippi Critical Area and Slopes).

(Changes shown in blue - additions are underlined and deletions are stricken and shown in blue. Text moved from one area of the Code to another area of the Code shown in red.)

## Chapter 18

### ENVIRONMENT

#### Article III. In General

Sec. 18-1 - 18-25. Reserved.

#### Article IV. Nuisances

##### Division 1. Generally

- Sec. 18-26 Unlawful to cause, create or commit.
- Sec. 18-27 Common law and statutory nuisances adopted by reference.
- Sec. 18-28 Unlawful to permit; cellars, drains cesspools or sewers.
- Sec. 18-29 Rental agents to disclose name of owner or principal to city manager upon request.
- Sec. 18-30 Public nuisances generally.
- Sec. 18-31 Nuisances affecting health, safety, comfort or repose.
- Sec. 18-32 Nuisances affecting morals and decency.
- Sec. 18-33 Nuisances affecting peace and safety.
- Sec. 18-34 Enforcement of article generally.
- Sec. 18-35 Continuing violations.
- Sec. 18-36 Notice to abate.
- Sec. 18-37 Abatement by council.
- Sec. 18-38 Abatement on premises.
- Sec. 18-39 Violations of article.
- Sec. 18-40 Loitering.
- Sec. 18-41 - 18-65. Reserved.

##### Division 2. Abandoned Motor Vehicles

- Sec. 18-66 Purpose.
- Sec. 18-67 Definitions.
- Sec. 18-68 Violation.
- Sec. 18-69 Taking into custody and impoundment.
- Sec. 18-70 Certain vehicles declared nuisances; abatement; removal.

- Sec. 18-71 Immediate sale of certain vehicles.
- Sec. 18-72 Additional remedies.
- Sec. 18-73 Police reports.
- Sec. 18-74 Notice to owner and lien holders.
- Sec. 18-75 Reclamation by owner or lien holder; preservation of lien rights.
- Sec. 18-76 Sale of vehicle.
- Sec. 18-77 Designation of pound keeper.
- Sec. 18-78 Bond of pound keeper.
- Sec. 18-79 Insurance of pound keeper.
- Sec. 18-80 Towing and storage charges generally.
- Sec. 18-81 Release of vehicle and service fee before vehicle towed away.
- Sec. 18-82 Abatement of towing and storage charges.
- Sec. 18-83 Release of vehicles.
- Sec. 18-84 Release form.
- Sec. 18-85 Police records.
- Sec. 18-86 - 18-110. Reserved.

#### Division 3. Noise Control

- Sec. 18-111 Prohibition generally; exception.
- Sec. 18-112 Construction activities.
- Sec. 18-113 Enforcement.
- Sec. 18-114 -18-140. Reserved.

#### Article III. Erosion and Sedimentation Control

- Sec. 18-115 Purpose.
- Sec. 18-116 Scope.
- Sec. 18-117 Erosion and sediment control plan.
- Sec. 18-118 Review of plan.
- Sec. 18-119 Modification of plan.
- Sec. 18-120 Escrow requirement.
- Sec. 18-121 Enforcement; penalty.
- Sec. 18-122 -18-175. Reserved.

#### Article IX. Air Pollution Control

- Sec. 18-176 Short title.
- Sec. 18-177 State regulations adopted.
- Sec. 18-178 Approval required starting fire.
- Sec. 18-179 Penalties for violations.
- Sec. 18-180 -18-XXX. Reserved.

#### Article X. Environmental [Protection](#) and [Natural Resources](#)~~Critical Areas~~

Division 1. Generally.

**Move Chapter 12 (Buildings and Building Regulations), Article VII (Environmental Protection and Critical Area), Sections 12-247 and 12-248 (Purpose and Applicability) to this Division. Language as follows:**

Purpose.

The purpose of this article is to protect significant natural features which:

1. Preserve the natural character of neighborhoods.
2. Protect the health and safety of residents.
3. Protect water quality.
4. Prevent erosion or flooding.
5. Manage the Mississippi River Corridor Critical Area in accordance with the Critical Areas Act of 1973, Minn. Stats. § 116G.01 et seq. the Minnesota Policy Act of 1973; and the governor's critical area designation order, Executive Order 130, dated November 23, 1976.

Applicability.

1. This article shall apply to any person or use that would alter a significant natural feature.
2. Public and semipublic projects, such as streets, utilities and parks, whether built by a public agency or private developer, shall be subject to this article, except that the city council may waive these requirements where there would be a greater public need for the project than to meet the requirements of this article. A public hearing shall be held before declaring such a waiver. The property owners within 350 feet of the site shall be notified at least ten days before the hearing.

Division 2. Wetlands and Streams.

**Move Chapter 12, Article VII, Sections 12-310 to 12-336 (Wetlands and Streams) to Chapter 18, Division 2 (Wetlands and Streams) to this Division in its entirety.**

Division 3. Trees

**Revisions to Chapter 18, Article V (Tree Protection) to include moving to Chapter 18, Article V (Environmental Protection and Natural Resources), Division 3 (Trees) and revising the language as shown below. Also, revisions to Chapter 38 (Trees), Article II (Shade Tree Disease Control) to include moving to Chapter 18, Article V, Division 3 (Trees) and revising the language as shown below. (Changes shown in blue - additions are underlined and deletions are stricken.)**

Sec. 1. Findings and Purpose.

The city desires to protect the trees and woodlands in the City of Maplewood. Trees and woodlands provide numerous environmental, economic, and scenic benefits. They help filter air pollutants, absorb stormwater runoff, provide wildlife habitat, moderate temperatures, reduce cooling costs, increase property values, provide scenic beauty, provide sound and visual buffers, and provide screening for privacy. It is therefore the city's intent to protect, preserve, and enhance the trees and woodlands of Maplewood and to encourage a resourceful and prudent approach to development in the city thereby promoting and protecting public health, safety, and welfare of the citizens of Maplewood. The purpose of this ordinance is to establish tree preservation and protection regulations to assure the continuance of significant and specimen trees and woodlands for present and future generations which:

1. Preserve the natural character of neighborhoods (in developed and undeveloped areas).
2. Ensure the health and wellbeing of Maplewood's urban forest.
3. Protect the health and safety of residents.
4. Protect water quality and minimize storm water runoff.
5. Help prevent erosion or flooding.
6. Assure orderly development within wooded areas to minimize tree loss and environmental degradation.
7. Establish a minimum standard for tree preservation and mitigation of environmental impacts resulting from tree removal.
8. Ensure the city's urban forest has a good age distribution, from young trees through large old specimen trees.
9. Promote the planting of trees as outlined in the city's Living Streets Policy.

## Sec. 2. Definitions.

The following words, terms and phrases shall have the meanings ascribed to them in this ordinance.

*Applicant* means developer, builder, contractor, or owner who applies for a woodlot alteration, land use, grading, or building permit.

*Caliper inch* is a measurement used for nursery stock and in this ordinance refers to replacement trees. It is the unit of measurement for defining the diameter of the tree trunk measured six (6) inches above the soil surface for tree trunks four (4) diameter inches or less and measured twelve (12) inches above the soil surface for tree trunks greater than four (4) diameter inches.

*Certified Arborist* is an arborist with up-to-date certification by the International Society of Arborists.

*City Forester* means a forester who is employed by the city or appropriate agent or independent contractor designated by the city manager.

*Conifer Tree* means a woody plant that is a member of the division Pinophyta and at maturity is at least twelve (12) feet or more in height. Conifers are cone bearing and most in our climate keep their leaves (also called needles) year-round. Tamarack (also called larch) is the one conifer in our climate that drops its needles in the fall.

*Control* includes measures to prevent, slow the spread, suppress, eradicate, or destroy a shade tree disease or pests.

Deciduous Tree means a woody plant, which sheds leaves annually, having a defined crown and at maturity is at least fifteen (15) feet or more in height.

Diameter is a measurement used for trees in the landscape. It is the diameter of a tree trunk as measured at a height of four and one-half (4.5) feet above ground. To determine diameter, measure the circumference of the tree trunk at four and one-half (4.5) feet above ground and divide by 3.14.

Environmental and Economic Development Department (EEDD) Director means the EEDD Director or an employee of the city who manages city-wide environmental programs, or appropriate agent designated by the city manager.

Hardwood Deciduous Tree means all deciduous tree species except those listed as softwood deciduous trees below.

Hazard tree means a tree that has structural defects that may cause the tree or tree part to fail, and the city forester determines that such failure could cause property damage or personal injury.

Invasive Species are species that are not native to Minnesota and cause economic or environmental harm or harm to human health.

Major Home Addition means an addition on a single or double dwelling lot of which the addition or accessory building is more than a sixty (60) percent increase in the footprint of the single or double dwelling structure on said lot.

Minor Home Addition means an addition on a single or double dwelling lot of which the addition or accessory building is less than a sixty (60) percent increase in the footprint of the single or double dwelling structure on said lot.

Native Prairie means a landscape or planting that consists predominantly of grasses, flowers, and sedges that are native to Minnesota prairie ecosystems.

Shade Tree means a woody perennial that at maturity is at least fifteen (15) feet in height and grown primarily for aesthetic or environmental purposes.

Shade Tree Pest means any vertebrate or invertebrate animal, plant pathogen, or plant that is determined by the city council to be harmful, injurious, or destructive to shade trees or community forests.

Significant Tree means a healthy tree measuring a minimum of six (6) inches in diameter for hardwood deciduous trees, eight (8) inches in diameter for conifer trees, twelve (12) inches in diameter for softwood deciduous trees, and specimen tree. Buckthorn or other noxious woody plants or trees as determined by the EEDD Director are not considered a significant tree species at any diameter.

Softwood Deciduous Tree means the following tree species: box elder, cottonwood, elm, poplar/aspen, silver maple, and willow.

Specimen Tree is a tree of any species that is twenty-eight (28) inches in diameter or greater, except invasive species. Specimen trees must have a life expectancy of greater than ten (10) years, have a relatively sound and solid trunk with no extensive decay or hollow, and have no major insects, pathological problem, or defects. Specimen trees are valued for their size and their legacy.

Structure means anything manufactured, constructed, or erected which is normally attached to or positioned on land, including portable structures.

Tree Preservation Plan is a plan that shows all trees in the area to be developed or within the property. The plan shall include all significant and specimen trees to be preserved and measures taken to preserve them. The plan will also include calculations to determine the number of replacement trees as required by the tree removal, mitigation, and replacement section of this ordinance and a proposed re-forestation landscape plan. The plan shall be developed by a forestry or horticultural professional whose qualifications are approved by the EEDD Director.

Tree Standards is a separate document authorized through this ordinance to help achieve the goals of the City's Tree Ordinance and Living Streets Policy. The standards highlight important aspects of the requirements for tree preservation, removal, replacement, and shade tree pest management. The standards do not replace or supersede city ordinances.

Utility means electric, telephone, cable television, water, sanitary or storm sewer, solid waste, gas or similar service operations.

Wetland as defined in the city's wetland ordinance.

Woodlot means a treed area of at least one-quarter (1/4) acre on a vacant lot, which includes significant and/or specimen tree(s).

### Sec. 3. Standards.

The EEDD Director and city forester shall have the authority to develop Tree Standards concerning the management of trees. These standards shall not be contrary to this ordinance.

### Sec. 4. Woodlot Alteration.

1. Woodlot alteration permit. A woodlot alteration permit application shall be submitted to the EEDD Director for review prior to removal of any significant or specimen living trees on a woodlot that is not reviewed by another land use, grading, or building permit. The applicant shall submit a tree plan and any other information needed to determine compliance with this ordinance. Specific requirements shall be stated on an application form in the office of the EEDD Director. An application fee shall be established yearly by the city council by resolution. Failure to submit a woodlot alteration permit application and gain subsequent approval prior to removal of significant and specimen trees will result in the total tree replacement for the property as outlined in the tree removal, mitigation, and replacement section to assume that all trees removed were significant and specimen trees.
2. Woodlot alteration permit appeal process. If the woodlot alteration permit is denied by the EEDD Director, the applicant may appeal the EEDD Director's decision. The appeal

shall be submitted in writing, along with the reasons for the appeal, and received by the city in writing within fifteen (15) days of the EEDD Director's written decision to deny the permit. The environmental and natural resources commission will review the appeal at its next available commission meeting. If the environmental and economic development commission denies the appeal, the applicant may appeal the environmental and economic development commission's decision. The appeal shall be submitted in writing, along with the reasons for the appeal, and received by the city within fifteen (15) days of the environmental and natural resources commission's decision. The city council will review the appeal at its next available city council meeting for final decision of the appeal.

#### Sec. 5. Tree Preservation Plan.

A tree preservation plan as defined in this ordinance and outlined in the Tree Standards shall reflect the applicant's best effort to determine the most feasible and practical layout of buildings, parking lots, driveways, streets, storage, and other physical features, so that the fewest significant and specimen trees are destroyed or damaged and to minimize the negative environmental impact to the site.

##### 1. Tree preservation plan applicability.

a. This ordinance shall apply to any applicant that requests a woodlot alteration, land use, grading, or building permit, including a building permits for major home additions. This includes all sites of new or redevelopment that contain significant and specimen trees or woodlots. Platting and adding new roadway and right-of-way are subject to this ordinance.

b. The following are exceptions and are exempt from the requirements of the tree preservation plan:

- a. Minor home additions, general home improvements, and construction of accessory buildings (i.e. garage, shed).
- b. Tree removal related to public improvement projects to existing roadways, sewers, parks, and utility/infrastructure work or repair.
- c. Emergency removal of a tree(s) to protect public health.
- d. Tree removal related to public improvement projects to restore or enhance woodlands, savannas, or prairies.
- e. Commercial tree nursery and landscape operations.
- f. Removal of dead or dying trees, unless those trees were planted as part of tree replacement in which case they shall be replaced based on the approved plan.
- g. Removal of nonnative trees that the city deems invasive species.

##### 2. Tree preservation and safeguarding tree measures.

a. All developments within the city shall be designed to preserve significant and specimen trees and woodlots, where such preservation would not adversely affect the public health, safety, or welfare of Maplewood citizens. The city may prohibit removal of all or a part of a woodlot or significant and specimen trees subject to the limitations as defined in this ordinance. This decision shall be based on, but not limited to, the following criteria:

- a. Size of trees.
- b. Size of lot.
- c. Species, health, and attractiveness of the trees, including:
  - 1) Sensitivity to disease.
  - 2) Life span.
  - 3) Nuisance characteristics.
  - 4) Sensitivity to site grading.
  - 5) Potential for transplanting.
  - 6) Need for thinning a woodlot.
  - 7) Effects on the functioning of a development.
  - 8) Fragmentation of wooded area and effects on wildlife corridors.
  - 9) The public health, safety, and welfare.
  - 10) Effect on wetlands and/or watershed.
  - 11) Native prairie or oak savanna habitat.

b. If any significant or specimen tree designated as preserved (protected) in the approved tree preservation plan is cut, damaged, or encroached upon by grading equipment or during the construction process without city authorization and if it is determined by the EEDD Director or city forester that the damaged tree(s) will not survive, the said damaged tree(s) shall be removed by the applicant at their expense and replacement tree(s) required at a rate of two (2) times the tree replacement outlined in the tree removal, mitigation, and replacement section below.

3. Tree removal, mitigation, and replacement.

a. Tree removal calculation: If less than twenty percent (20%) of the total significant or specimen tree diameter inches on the property is removed, the applicant shall replace one (1) tree per significant and specimen tree removed. Tree replacement shall be a minimum of two (2.0) caliper inches in size.

If twenty percent (20%) or more total significant and specimen tree diameter inches are removed, applicant shall mitigate all significant and specimen diameter inches using the tree mitigation/replacement schedule in accordance with the following formulas:

A = Total diameter inches of significant trees lost as a result of the land alteration (includes significant and specimen trees)

B = Total diameter inches of significant trees situated on the property (includes significant and specimen trees)

C = Tree replacement constant (1.5)

D = Total diameter inches of specimen trees saved\*

E = Replacement trees (number of caliper inches)

$$\left[ \left( \frac{A}{B} - 0.2 \right) \times C \right] \times A - \left[ \frac{D}{2} \right] = E$$

\* Applicant receives credit for each one (1) diameter inch of specimen tree saved at a rate of ½ (.5) diameter inches.

Example

A = 94

B = 234

C = 1.5

D = 28

E = 14 caliper inches

$$\left[ \left( \frac{94}{234} - 0.2 \right) \times 1.5 \right] \times 94 - \left[ \frac{28}{2} \right] = 14 \text{ caliper inches}$$

The trees required to be replaced pursuant to this ordinance shall be in addition to any other trees required to be planted pursuant to any other provision of city code.

- b. Tree mitigation: Once the total caliper inches for replacement trees are determined, the applicant shall mitigate loss of significant and specimen trees by planting replacement trees in appropriate areas on the property in accordance with the tree replacement requirements as outlined in the Tree Standards and tree preservation plan. After putting as many trees as feasible on the site, if the replacement requirement is still not met, the EEDD Director can approve tree replacement steps as outlined in the Tree Standards prior to issuance of a grading or building permit.
- c. Tree replacement requirements: The applicant shall follow tree replacement requirements as outlined in the Tree Standards.
- d. Tree replacement escrow: The applicant shall post tree replacement escrow with the city, such as a tree replacement cash deposit or letter of credit, as outlined in the Tree Standards.

Sec. 6. Diseased and Hazardous Trees.

1. Findings and declaration of purpose.

The health of trees in the city is threatened by epidemic shade tree pests. Hazardous trees can cause property damage or personal injury. The loss of trees, ill health of trees, or presence of hazardous trees on public and private property depreciates the value of property within the city and impairs the safety and general welfare of the public. In addition to, and in accordance with, Minnesota Statutes, sections 89.001, 89.01, and 89.51-.64, the provisions of this section are adopted as an effort to control and prevent the spread of these shade tree pests.

2. Declaration of a shade tree pest.

The EEDD Director or city forester may declare any vertebrate or invertebrate animal, plant pathogen, or plant in the community threatening to cause significant damage to a shade tree or community forest to be a shade tree pest and prescribe control measures to effectively eradicate, control, or manage the shade tree pest as defined by Minnesota Statute, section 89.001.

3. Public nuisances.

Public nuisances relating to trees are outlined in the Tree Standards.

4. Inspection.

- a. The EEDD Director and city forester shall have the ability and authority to inspect all premises and places within the city for public nuisances relating to trees. Inspection shall be of living or dead trees, parts of trees, stumps, and firewood.
- b. The EEDD Director and city forester may enter upon private premises at any reasonable time for the purpose of carrying out any of the duties assigned under this ordinance.

5. Abatement of shade tree pest nuisances.

- a. The EEDD Director or city forester shall notify in writing the owner of record or occupant of the premise that a public nuisance exists. The notice shall specify the measures to be taken to abate the nuisance and shall specify that the nuisance shall be abated within a reasonable amount of time, not less than ten (10) days from the date of mailing.
- b. If the owner fails to comply with the removal or control measures specified for the hazard tree, infested tree, or wood on his/her property as outlined in this ordinance and the Tree Standards, and within the time specified, the EEDD Director or city forester may order the work done either by city employees or by contractor. The cost of this work shall be billed to the owner. If the bill is not paid within thirty (30) days, the city shall assess the costs to the property.

6. High-cost abatement.

If the cost of abating a nuisance from a shade tree pest will exceed five thousand dollars (\$5,000) in a given year or in two consecutive years, based on a reasonable, good faith estimate from a certified arborist, the owner or occupant may request the matter be referred to the city council for a hearing as outlined in the Tree Standards. This does not apply to hazardous trees.

7. Emergency abatement.

Nothing in this ordinance shall prevent the city, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life or safety.

Sec. 7. Enforcement.

The city shall be responsible for the enforcement of this ordinance. Any person who fails to comply with or violates any section of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to punishment in accordance with section 1-15. All land use, building, and grading permits shall be suspended until the applicant has corrected the violation. Each day that a separate violation exists shall constitute a separate offense.

The city reserves the right to inspect the site or property at any reasonable time for compliance with tree preservation requirements. If the city finds the site in violation, the city may issue a stop work order until conditions are corrected.

**Division 4. Stormwater Management.**

**Move Chapter 18, Article VII (Stormwater Management) to this Division in its entirety.**

**Division 5. Renewable Energy.**

**Move Chapter 18, Article VIII (Renewable Energy) to this Division in its entirety.**

**Division 6. Flood Plain Overlay District**

**Move Chapter 18 (Environment), Article VI (Floodplain Ordinance) to this Division in its entirety.**

**Division 7. Slopes and Erosion Control**

**Move Chapter 12, Article VII, Division VII, portions of Section 12-249 (Definitions), all of Section 12-308 (Slopes), and all of Section 12-309 (Erosion control and soils) to this Division. Language as follows:**

Definitions.

*Direct drainage* means drainage into a protected water without an intervening pond or wetland.

*Erosion* means the general process by which soils are removed by flowing surface or subsurface water or wind.

*Gross soil loss* means the average annual total amount of soil material carried from one acre of land by erosion.

*Pipeline* means an underground line of pipe including associated pumps, valves, control devices and other structures utilized for conveying liquids, gases, sewage or other finely divided solids from one point to another.

*Retaining wall* means a structure utilized to hold a slope in a position in which it would not naturally remain.

*Sediment* means suspended matter carried by water, sewage or other liquids.

*Slope* means the inclination of the natural surface of the land from the horizontal; commonly described as a ratio of the length to the height.

*Substation* means any utility structure, other than lines, pipelines, poles or towers.

*Terrace* means a relatively level area bordered on one or more sides by a retaining wall.

*Utility* means electric, telephone, telegraph, cable television, water, sanitary or storm sewer, solid waste, gas or similar service operations.

*Vegetation* means all plant growth, especially trees, shrubs, mosses or grasses.

*Water body* means any lake, stream, pond, wetland or river.

#### Slopes

1. No development shall be permitted on existing slopes of 18 percent or greater which are in direct drainage to a protected water.
2. In areas not in direct drainage to a protected water, no development shall be allowed on existing slopes greater than 40 percent.
3. No development, whether or not in direct drainage to a protected water, shall be permitted on land having an existing slope in excess of 12 percent, unless the applicant proves the following conditions are met:
  - a. Controls and protections exist uphill from the proposed development such that there is no danger of structures or streets being struck by falling rock, mud, sediment from erosion, uprooted trees or other materials.
  - b. The proposed development presents no danger of falling rock, mud, sediment from erosion, uprooted trees or other materials to structures downhill.
  - c. The view of a developed slope within the critical area from the Mississippi River and opposite river bank is consistent with the natural appearance of the undeveloped slope, consistent with any state-registered historic areas nearby, compatible with the view from historic areas, and compatible with surrounding architectural features.
  - d. The city engineer may require the developer to provide a soils engineer to certify the stability of potentially unstable slopes.
4. The basic character of natural slopes of 25 percent or more in grade shall not be altered without approval from the city council. The council shall base its decision on the following:
  - a. The degree of alteration of the slope; and
  - b. The importance of the slope to the character of the area.
5. All new structures and roads shall be placed no closer than 40 feet from a bluffline.

Exceptions shall be as follows:

- a. Public recreation facilities, scenic overlooks, public observation platforms or public trail systems.
- b. The construction of aboveground pumping stations.

- c. Other development, when the applicant can conclusively demonstrate that construction or final development will not negatively impact slopes with a grade of 18 percent or greater.
  - d. All other structures, other than buildings and roadway surfaces, but including retaining walls, shall meet the following design requirements:
    - 1) Retaining walls or terrace contours in excess of four feet in height shall have a fence.
    - 2) Construction materials shall be subject to community design review board approval.
6. The requirements of this section shall not apply in the following situations:
- a. Where a slope has been substantially altered by prior excavation or filling.
  - b. Where a slope is less than 200 feet in length (top to bottom) or 500 feet in width (side to side).
  - c. Where earth-sheltered homes are proposed.

Erosion control and soils.

- 1. All erosion control, stormwater runoff, utility and similar structures shall be designed to be maintained and operated without requiring the crossing or operation of heavy maintenance vehicles and equipment, such as bulldozers, trucks and backhoes, on slopes in excess of eight percent. This requirement may be waived by the city council where there is no other alternative.
- 2. Construction shall not be allowed where there are soil problems, including but not limited to soil-bearing strength, shrink/swell potential or excessive frost movement, unless effective soil correction measures or building construction methods are approved by the building official.
- 3. Development shall be accomplished only in such a manner that on-site gross soil loss levels shall not exceed five tons per acre per year during construction, but only two tons per acre per year when the site is adjacent to a water body, watercourse or storm sewer inlet, and one-half ton per acre per year after construction activities are completed.
- 4. A development shall be located to minimize the removal of vegetation and alteration of the natural topography.
- 5. Erosion protection measures shall make maximum use of natural, in-place vegetation, rather than the placing of new vegetation on the site.

**Division 8. Mississippi Critical Area and Slopes.**

**Move Chapter 12 (Buildings and Building Regulations), Article VII (Environmental Protection and Critical Area), portions of Section 12-249 (Definitions), all of Section 12-307 (Scope) to this Division. Language as follows:**

## Definitions

*Bluffline* means a line delineating a top of a slope with direct drainage to a protected water, connecting the points at which the slope becomes less than 18 percent. More than one bluffline may be encountered proceeding landward from a protected water.

*Critical area* means the Mississippi River Corridor Area bounded by Carver Avenue, I-494 and the city limits.

*Protected water*, formerly referred to as "public waters," means any water defined in Minn. Stats. § 105.37, subd. 14.

*Significant water body* means a water body shown on the city drainage plan or a water body over one acre in area.

*Structure* means any thing manufactured, constructed or erected which is normally attached to or positioned on land, including portable structures.

*Significant natural feature* means a significant water body, a large tree, a woodlot, a significant slope or a site of historical or archeological significance that has been recorded with the state.

*Significant slope* means a natural slope of 25 percent or more grade over an area at least 200 feet in length (top to bottom) and 500 feet in width (side to side).

Generally.

1. Under this article all plans and the conduct of all grading, landscaping, structure placement, and street routing shall be consistent with the city's comprehensive plan, and for development in the Mississippi River Corridor Critical Area, the Maplewood Critical Area Plan.
2. The proposed development shall not lessen existing public access to and along a protected water.
3. The proposed development shall be designed, constructed and maintained to avoid causing:
  - a. Erosion.
  - b. Pollution, contamination or siltation of water bodies or storm sewers.
  - c. Flooding.
  - d. Groundwater contamination.
  - e. Alteration of significant natural features.
4. Development shall not substantially diminish the scientific, historical, educational, recreational or aesthetic value of unique natural areas, plants and animals, which are registered with the state as such, and shall not substantially alter their reproductive cycles.
5. Views of protected waters from buildings or public streets shall not be impaired by the placement of advertising signs.

# Tree Ordinance – First Reading

Maplewood City Council Meeting  
December 14, 2015



## Background

- Tree Ordinance - Adopted 2006
- Living Streets Policy - Adopted 2013
- Environmental and Natural Resources Commission
  - Reviewed Tree Ordinance: 2013 and 2014
  - Recommend Approval of Amendments: November 17, 2014

## Applicability

- Tree Preservation and Replacement
- Diseased and Hazardous Trees
- Tree Standards
- Tree Service Licensing



## Applicability

- Tree Preservation and Replacement
  - Residents
    - Removal of **significant** trees with:
      - construction of a new house
      - house addition (60% of foundation)
      - tree removal on vacant lot

## Applicability

### • Tree Preservation and Replacement

- Businesses
  - Removal of **significant** trees with:
    - construction of a new business
    - tree removal on vacant lot
  - Removal of trees on existing property or the expansion of a business is bound by design review standards

## Applicability

### • Diseased and Hazardous Trees

- Residents
  - hazardous or diseased tree on their property

## Applicability

### • Diseased and Hazardous Trees

- Businesses
  - hazardous or diseased tree on their property
  - licensing for tree service companies that deal with hazardous or diseased trees

## Applicability

### • Tree Standards

- Residents
  - Removal of **significant** trees with:
    - construction of a new house
    - house addition (60% of foundation)
    - tree removal on vacant lot
  - Hazardous or diseased tree on their property

## Applicability

### • Tree Standards

- Businesses
  - Removal of **significant** trees with:
    - construction of a new business
    - tree removal on vacant lot
  - Hazardous or diseased tree on their property

## Applicability

### • Tree Service Licensing

- Residents
  - benefits when hiring tree service contractor

## Applicability

- **Tree Service Licensing**
  - Businesses
    - benefits when hiring tree service contractor
    - tree service contractor required to employ or contract with an individual with arborist certification or equivalent education

## Amendments

- Updates to Existing Ordinance
- Findings and Purpose
- Definitions
- Tree Standards
- Tree Replacement Calculation
- Diseased and Hazardous Trees
- Licensing
- Environmental Chapter Reconfiguration

## Findings and Purpose

- Add language to reflect the value of Specimen Trees (healthy trees that are 28 inches in diameter or greater)



## Definitions

- Amendments to definitions to add clarity to the ordinance.



# Tree Standards

- Separate document for applicant requirements:
  - tree preservation,
  - tree removal,
  - tree replacement,
  - shade tree pest management



# Tree Replacement Calculation

- Tree replacement calculation that allows credits for preserving specimen trees



## Diseased and Hazardous Trees

- New language that deals with diseased and hazardous trees



## Licensing

- Tree service companies must employ or contract with a certified arborist or someone with equivalent education.



# Environmental Chapter Reconfiguration

- Combine all environmental ordinances in one location (Chapter 18 – Environment)



# Recommendations

- First Reading:
  - Approval of Tree Ordinance
  - Approval of Tree Standards
  - Approval of Reconfiguration of Environmental Chapters



## MEMORANDUM

TO: City Council  
FROM: H. Alan Kantrud, General Counsel  
SUBJECT: **Consider Approval of Transition Agreement between City of Maplewood and the Ramsey Washington Suburban Cable Commission & Comcast**  
DATE: December 12, 2015

### Introduction

The City of Maplewood has decided and declared that it is leaving the Ramsey Washington Suburban Cable Commission as of January 1, 2016. The franchise agreement that governs the organization of communities that constitute the Commission calls for a "transition agreement", to memorialize the relationships of the parties going forward.

Under consideration is the draft Agreement that has been created and, if approved, will be presented to the Commission for their approval on Thursday evening of this week.

### Background

While the JPA that the City is a signatory to provides for withdrawal in Paragraph X, Section 3 Withdrawal, it is the renewed franchise (in the definitions section) that calls-out the transition agreement before you tonight:

h. "Commission" means the Ramsey/Washington Counties Suburban Cable Communications Commission II, a municipal joint powers consortium comprised of the municipalities of Birchwood, Dellwood, Grant, Lake Elmo, Mahtomedi, Maplewood, North St. Paul, Oakdale, Vadnais Heights, White Bear Lake, White Bear Township and Willernie, Minnesota. **In the event the City lawfully withdraws from the Commission, any reference to the Commission in this Franchise shall thereafter be deemed a reference to the City, and the rights and obligations related thereto shall, where possible, accrue pro rata to the City, pursuant to a transition agreement to be negotiated at such time by and between City, Commission and Grantee.** The total burden of Grantee's obligations under this Franchise and Grantee's Franchise with the other member cities of Commission shall not be increased as a result of any such withdrawal.

(Emp. added)

### Discussion

The Agreement under consideration is fairly straightforward. It covers essentially six (6) issues of intersection between the parties: 1) Franchise Fee Payments; 2) PEG support/payments; 3) PEG channels; 4) I-Net; 5) Franchise Administration; and 6) Franchise Renewal. Each are taken in turn here.

1. **COMCAST FRANCHISE FEE PAYMENTS** Under the Agreement, all franchise fees derived from Gross Revenues received by Comcast and owed by Comcast pursuant to the Franchise between Maplewood and Comcast shall be paid to Maplewood by Comcast.
2. **COMCAST PEG SUPPORT** Comcast shall continue providing support for PEG programming, including PEG support payments, in accordance with the Franchise Agreements (wherein the formula is provided) directly to Maplewood.
3. **PEG CHANNELS** The Franchise requires Comcast to provide ten (10) PEG Channels and the subsequent Agreements require Comcast to provide an additional HD PEG Channel, plus 2 additional HD PEG Channels to be activated over time. The Commission currently programs for its Member Cities, including Maplewood, those PEG Channels listed in **Exhibit A**, attached. Upon the Effective Date, Maplewood will be solely responsible for programming any PEG channels provided to subscribers in Maplewood and the Commission will be solely responsible for programming PEG Channels to the remaining Member Cities. (Exhibit A is duplicated as an attachment to this memo but is also part of the Agreement).

Programming shall also be segregated in that Maplewood programming and Commission programming shall not intermingle or be shared.

Comcast will continue to provide programming originated by ISD 622 on both Maplewood and Commission PEG channel(s).

4. **I-NET** Comcast will continue to comply with its I-Net obligations to the Commission and Maplewood. No Party shall take any action to impair either the Commission's or Maplewood's use of the I-Net.
5. **FRANCHISE ADMINISTRATION** Maplewood shall be solely responsible for administering its cable franchise with Comcast.
6. **FRANCHISE RENEWAL** Maplewood shall be responsible for conducting cable franchise renewal with Comcast independently of the Commission.

These are the major points and the document attempts to make these obligations as revenue-neutral as possible. Of course the parties are agreeing to work together going forward to the best of their ability.

There remains only one point of dissension between the City and the Commission and that relates to the division of existing assets held by the Commission—the financial reserve dollars held by the Commission are substantial and in the opinion of the City represent monies paid by Comcast to the Commission but collected, pro-rata, from Maplewood citizens to which the City is entitled to.

Maplewood has drafted the Agreement to handle this issue thusly:

8(a) Except as expressly provided, the parties reserve and do not waive any rights, claims, causes of action, or defenses thereto, including, without limitation, any claims by Maplewood to the proceeds of payments made to the Commission prior to the Effective Date by Comcast, or its predecessors-in-interest, in support of PEG programming pursuant to the Franchise Agreements. The parties reserve the right to amend this Transition Agreement upon mutually agreeable terms. Any amendment must be in writing and agreed to by all Parties or, in the case of modifications affecting the interests of only two (2) parties, by the affected parties.

This language reserves the right to work-out, negotiate, arbitrate, mediate or litigate the issue of the reserves. Comcast understands the issue and is supportive of it being addressed this way although there is some question as to whether the Commission can or will support it. The City's position is simply that if the Commission is correct and the City takes nothing once this is sorted out, then reserving the right to sort this out costs nobody a dime. But if not reserved, the issue may be interpreted as having been waived, which is not the intent of the City.

#### **Recommendation**

It is recommended that the City Council approve the attached Transition Agreement and authorize the Mayor and Manager to execute the same.

#### **Attachments**

1. Exhibit A – Listing of PEG Channels
2. Transition Agreement

**EXHIBIT A**

**Pre-Transition**

**Currently activated community television channels:**

- 14 - Religious Access
- 15 - Public Access
- 16 - Birchwood Government Access
- 16 - Dellwood/Grant/Willernie Government Access (narrowcast)
- 16 - White Bear Lake Government Access (narrowcast)
- 16 - White Bear Township Government Access (narrowcast)
- 16 - Vadnais Heights Government Access (narrowcast)
- 16 - Mahtomedi Government Access (narrowcast)
- 16 - Maplewood Government Access (narrowcast)
- 16 - Lake Elmo Government Access (narrowcast)
- 16 - Oakdale Government Access (narrowcast)
- 16 - North St. Paul Government Access (narrowcast)
- 18 - Ramsey/Washington Regional Interest
- 19 - On Location TV - Local Origination Community TV
- 20 - ISD 624 & ISD 832 Educational Access (narrowcast north)
- 20 - ISD 622 Educational Access (narrowcast south)
- 95 - Ramsey/Washington Area TV Guide Access
- 98 - Regional Public Meeting TV Access
- 801 - On Location TV - Local Origination Community TV (HIGH DEFINITION)

**Post-Transition**

January 1, 2016 activated community television channels within Birchwood, Dellwood, Grant, Willernie, Mahtomedi, Vadnais Heights, White Bear Lake, White Bear Township, North St. Paul, Lake Elmo, and Oakdale:

- 14 – SCC Religious Access (originates from Cable Commission)
- 15 – SCC Public Access (originates from Cable Commission)
- 16 - Birchwood Government Access (originates from Cable Commission)
- 16 - Dellwood/Grant/Willernie Government Access (narrowcast)
- 16 - White Bear Lake Government Access (narrowcast)
- 16 - White Bear Township Government Access (narrowcast)
- 16 - Vadnais Heights Government Access (narrowcast)
- 16 - Mahtomedi Government Access (narrowcast)
- 16 - Maplewood Government Access (narrowcast)
- 16 - Lake Elmo Government Access (narrowcast)
- 16 - Oakdale Government Access (narrowcast)
- 16 - North St. Paul Government Access (narrowcast)
- 18 – Ramsey/Washington Regional Interest (originates from Cable Commission)
- 19 – On Location TV - Local Origination Community TV (originates from Cable Commission)
- 20 - ISD 624 & ISD 832 Educational Access (narrowcast northern cities)
- 20 - ISD 622 Educational Access (narrowcast North St. Paul, Maplewood, Oakdale, Lake Elmo)
- 95 - Ramsey/Washington Area TV Guide Access (originates from Cable Commission)
- 98 - Regional Public Meeting TV Access (originates from Cable Commission)
- 801 - On Location TV - Local Origination Community TV (HIGH DEFINITION) (originates from Cable Commission)

January 1, 2016 activated community television channels within Maplewood:

- 14 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 15 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 16 - Maplewood Government Access (narrowcast to Maplewood subscribers; originates City Hall)
- 18 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 19 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 20 - ISD 622 Educational Access (narrowcast North St. Paul, Maplewood, Oakdale, Lake Elmo)
- 95 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 98 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 801 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)

**TRANSITION AGREEMENT**

**REGARDING WITHDRAWAL OF THE CITY OF  
MAPLEWOOD FROM THE RAMSEY/WASHINGTON  
COUNTIES SUBURBAN CABLE COMMUNICATIONS  
COMMISSION II**

**THIS AGREEMENT** is made as of the \_\_\_ day of December, 2015, by and between the City of Maplewood, a Minnesota municipal corporation ("Maplewood"), the Ramsey/Washington Counties Suburban Cable Communications Commission II, a municipal joint powers commission ("Commission"), and Comcast of Minnesota, Inc., a Delaware corporation, and an indirect, wholly-owned subsidiary of Comcast Corporation ("Comcast").

**WHEREAS**, the Commission is a Minnesota municipal joint powers commission consisting of the twelve (12) municipalities of the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of Maplewood, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota (collectively the "Member Cities").

**WHEREAS**, the Commission was formed in 1995, pursuant to a Joint and Cooperative Agreement For the Administration of Cable Communications Franchises ("Joint Powers Agreement") established pursuant to Minn. Stat. § 471.59 by and between the Member Cities; and

**WHEREAS**, on October 14, 2015, Maplewood gave a written notice of withdrawal to the Commission pursuant to Article X, Section 2 of the Joint Powers Agreement; and

**WHEREAS**, Maplewood's withdrawal from the Commission will be effective 11:59 p.m., December 31, 2015, unless Maplewood earlier rescinds its notice of withdrawal (the "Effective Date"); and

**WHEREAS**, pursuant to Article X, Section 2 of the Joint Powers Agreement, "[i]f a Member withdraws before dissolution of the Commission, the Member shall have no claim against the assets of the Commission;" and

**WHEREAS**, pursuant to Article X, Section 3 of the Joint Powers Agreement, "[t]he Commission will study and report as part of its recommendation to the [Member Cities], for a proposed franchise renewal by each Member, how to allocate (if at all) community programming resources to any Member who may withdraw from the Commission subsequent to renewal;" and

**WHEREAS**, as a result of the withdrawal, the Parties desire to clarify the obligations of Comcast to Maplewood and the Commission through this Transition Agreement; and

**WHEREAS**, the Member Cities each enacted separate but substantively identical franchise ordinances/agreements in 1999, which are now held by Comcast (the "Franchise"); and

**WHEREAS**, the Franchise incorporates by reference certain earlier written agreements or understandings and, subsequent to enactment, the Franchise has been amended several times (all agreements, understandings, and amendments collectively, the "Franchise Agreements"); and

**WHEREAS**, Section 1, Paragraph 2(h) of the Franchise states in part:

...In the event the City lawfully withdraws from the Commission, any reference to the Commission in this Franchise shall thereafter be deemed a reference to the City, and the rights and obligations related thereto shall, where possible, accrue pro rata to the City, pursuant to a transition agreement to be negotiated as such time by and between City, Commission and Grantee. The total burden of Grantee's obligations under this Franchise and Grantee's Franchise with the other member cities of Commission shall not be increased as a result of any such withdrawal.

**WHEREAS**, the Parties desire to enter into a Transition Agreement as contemplated by the Franchise.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants, terms, conditions and representations contained herein, the parties agree as follows:

1. **COMCAST FRANCHISE FEE PAYMENTS** Commencing on the Effective Date, all franchise fees derived from Gross Revenues (as defined in the Franchise) received by Comcast after the Effective Date and owed by Comcast pursuant to the Franchise between Maplewood and Comcast shall be paid to Maplewood by Comcast. Any franchise fees derived from revenues received prior to the Effective Date shall continue to be paid to the Commission. For example, Fourth Quarter 2015 franchise fees, payable in January, 2016, shall be paid to the Commission. First Quarter 2016 franchise fees, payable in April, 2016, shall be paid to Maplewood.
2. **COMCAST PEG SUPPORT** Except as expressly provided herein, Comcast shall continue providing support for PEG programming, including PEG support payments, in accordance with the Franchise Agreements. Comcast's PEG support payments to Maplewood and Commission shall be divided as follows:

Comcast will pay to the Commission and to Maplewood their respective pro rata portions of the annual operating grant and the annual equipment grant all as provided in the Franchise Agreements. Such pro rata payment to Maplewood shall be calculated based on the percentage of Comcast subscribers residing in Maplewood relative to the total number of Comcast subscribers in Maplewood and the Commission's remaining Member Cities (i.e. Comcast subscribers in City divided by Comcast subscribers in City plus Member Cities = %). The remainder of the pro rata share shall be paid to the

Commission. The subscriber count calculation shall be made quarterly, and Comcast shall provide a report to the City and Commission detailing the respective subscriber counts and calculation of payments.

3. **PEG CHANNELS** The Franchise requires Comcast to provide ten (10) PEG Channels and the Franchise Agreements require Comcast to provide an additional HD PEG Channel, plus 2 additional HD PEG Channels to be activated over time. The Commission currently programs for its Member Cities, including Maplewood, those PEG Channels listed in **Exhibit A**, attached. Upon the Effective Date, Maplewood will be solely responsible for programming any PEG channels provided to subscribers in Maplewood as set forth in **Exhibit A**. The Commission will be solely responsible for programming PEG Channels to the remaining Member Cities as set forth in **Exhibit A**. Unless otherwise subsequently agreed to by Maplewood and the Commission, Maplewood-originated programming will not appear on the Commission's PEG Channels, and Commission-originated programming will not appear on the Maplewood PEG Channels. Comcast will continue to provide programming originated by ISD 622 on both Maplewood and Commission PEG channel(s). Any necessary changes to the cable system to segregate/narrowcast the PEG Channels for Maplewood shall be at no cost to the Commission, Maplewood, or subscribers therein.
4. **I-NET** On the Effective Date, Comcast will continue to comply with its I-Net obligations to the Commission and Maplewood. No Party shall take any action to impair either the Commission's (including its remaining Member Cities) or Maplewood's use of the I-Net. The Commission shall continue to have the right to use the I-Net connection between Aldrich Arena and the Commission for the term of the Franchise. The Commission or the subscribers of the remaining Member Cities shall not be responsible for any costs associated with Maplewood's use of the I-Net.
5. **FRANCHISE ADMINISTRATION** As of the Effective Date, Maplewood shall be solely responsible for administering its cable franchise with Comcast. Comcast shall, by the Effective Date, list Maplewood, at the address and phone number provided by Maplewood, as the local franchising authority on all invoices sent to subscribers residing in Maplewood and shall direct to Maplewood all Maplewood subscribers desiring to speak with their local franchising authority.
6. **FRANCHISE RENEWAL** As of the Effective Date, Maplewood shall be responsible for conducting cable franchise renewal with Comcast independently of the Commission. The Commission agrees to share Maplewood-specific non-privileged, public information concerning franchise renewal obtained prior to the Effective Date. Maplewood shall be solely responsible for the costs of consulting with any of the Consultants used by the Commission prior to the Effective Date and obtaining permission to use any data prepared by the Consultants. The Commission will continue to be responsible for cable franchise renewal on behalf of the remaining Member Cities.
7. **AGREEMENT TO COOPERATE** The parties agree to work cooperatively and in good faith.

**8. MISCELLANEOUS**

- a. Nothing herein shall be deemed a waiver by Maplewood or Commission of the immunities or limitations on liability set forth in Minnesota Statutes, Chapter 466.
- b. This Transition Agreement is freely and voluntarily entered by all Parties without any duress or coercion, and after each has consulted with its counsel.
- c. Except as expressly provided, the parties reserve and do not waive any rights, claims, causes of action, or defenses thereto, including, without limitation, any claims by Maplewood to the proceeds of payments made to the Commission prior to the Effective Date by Comcast, or its predecessors-in-interest, in support of PEG programming pursuant to the Franchise Agreements. The parties reserve the right to amend this Transition Agreement upon mutually agreeable terms. Any amendment must be in writing and agreed to by all Parties or, in the case of modifications affecting the interests of only two (2) parties, by the affected parties.
- d. This Transition Agreement will terminate upon franchise renewal by all of the Member Cities and Maplewood. Any franchise renewal shall control, to the extent it conflicts with this Agreement, as between Comcast and the party that has renewed the franchise.
- e. This Agreement shall inure to the benefit of, and shall be binding on, the Parties and their respective successors and assigns.
- f. Failure to comply with this Agreement shall be deemed a violation of the Franchise and the Commission and/or Member Cities and/or Maplewood may invoke all rights and remedies they may have under the Franchise.
- g. Maplewood, Commission and Comcast each represent and warrant to the other that each has the legal right, power and authority to enter into this Transition Agreement and to perform its obligations hereunder.

This Transition Agreement, and any controversies arising hereunder, shall be subject to the laws of the State of Minnesota and adjudicated in a state court of competent jurisdiction located in the State of Minnesota.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of this \_\_\_\_ day of December, 2015.

**CITY OF MAPLEWOOD**

Date: December, \_\_\_\_, 2015

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

By: \_\_\_\_\_  
Its: City Manager

**RAMSEY/WASHINGTON  
COUNTIES SUBURBAN CABLE  
COMMUNICATIONS COMMISSION II**

Date: December, \_\_\_\_, 2015

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Executive Director

**COMCAST OF MINNESOTA, INC.**

Date: December, \_\_\_\_, 2015

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

**EXHIBIT A****Pre-Transition****Currently activated community television channels:**

- 14 - Religious Access
- 15 - Public Access
- 16 - Birchwood Government Access
- 16 - Dellwood/Grant/Willernie Government Access (narrowcast)
- 16 - White Bear Lake Government Access (narrowcast)
- 16 - White Bear Township Government Access (narrowcast)
- 16 - Vadnais Heights Government Access (narrowcast)
- 16 - Mahtomedi Government Access (narrowcast)
- 16 - Maplewood Government Access (narrowcast)
- 16 - Lake Elmo Government Access (narrowcast)
- 16 - Oakdale Government Access (narrowcast)
- 16 - North St. Paul Government Access (narrowcast)
- 18 - Ramsey/Washington Regional Interest
- 19 - On Location TV - Local Origination Community TV
- 20 - ISD 624 & ISD 832 Educational Access (narrowcast north)
- 20 - ISD 622 Educational Access (narrowcast south)
- 95 - Ramsey/Washington Area TV Guide Access
- 98 - Regional Public Meeting TV Access
- 801 - On Location TV - Local Origination Community TV (HIGH DEFINITION)

**Post-Transition**

January 1, 2016 activated community television channels within Birchwood, Dellwood, Grant, Willernie, Mahtomedi, Vadnais Heights, White Bear Lake, White Bear Township, North St. Paul, Lake Elmo, and Oakdale:

- 14 – SCC Religious Access (originates from Cable Commission)
- 15 – SCC Public Access (originates from Cable Commission)
- 16 - Birchwood Government Access (originates from Cable Commission)
- 16 - Dellwood/Grant/Willernie Government Access (narrowcast)
- 16 - White Bear Lake Government Access (narrowcast)
- 16 - White Bear Township Government Access (narrowcast)
- 16 - Vadnais Heights Government Access (narrowcast)
- 16 - Mahtomedi Government Access (narrowcast)
- 16 - Maplewood Government Access (narrowcast)
- 16 - Lake Elmo Government Access (narrowcast)
- 16 - Oakdale Government Access (narrowcast)
- 16 - North St. Paul Government Access (narrowcast)
- 18 – Ramsey/Washington Regional Interest (originates from Cable Commission)
- 19 – On Location TV - Local Origination Community TV (originates from Cable Commission)
- 20 - ISD 624 & ISD 832 Educational Access (narrowcast northern cities)
- 20 - ISD 622 Educational Access (narrowcast North St. Paul, Maplewood, Oakdale, Lake Elmo)
- 95 - Ramsey/Washington Area TV Guide Access (originates from Cable Commission)
- 98 - Regional Public Meeting TV Access (originates from Cable Commission)
- 801 - On Location TV - Local Origination Community TV (HIGH DEFINITION) (originates from Cable Commission)

January 1, 2016 activated community television channels within Maplewood:

- 14 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 15 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 16 - Maplewood Government Access (narrowcast to Maplewood subscribers; originates City Hall)
- 18 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 19 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 20 - ISD 622 Educational Access (narrowcast North St. Paul, Maplewood, Oakdale, Lake Elmo)
- 95 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 98 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)
- 801 - Maplewood Access (narrowcast to Maplewood subscribers; originates from Maplewood)

**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: December 14, 2015

**Name - First & Last**  
*(please print clearly)*

**Address**

**Agenda Item**

- |     |                          |                                 |                     |
|-----|--------------------------|---------------------------------|---------------------|
| 1.  | <u>ERICA HUPPERT</u>     | <u>1989 MESQUIT AVE</u>         | <u>VP Sidewalks</u> |
| 2.  | <u>Bob Zick</u>          | <u>Inside Insight News Hour</u> | <u>L</u>            |
| 3.  | <u>Diana Longrie</u>     | <u>Office &amp; Home</u>        | <u>VP</u>           |
| 4.  | <u>Kerrin Bayland</u>    | <u>Citizens' Reporter News</u>  | <u>VP</u>           |
| 5.  | <u>Jan Kintley</u>       |                                 | <u>VP</u>           |
| 6.  | <u>Mark Jenkins</u>      | <u>830 New Century Blvd</u>     | <u>VP</u>           |
| 7.  |                          |                                 |                     |
| 8.  |                          |                                 |                     |
| 9.  | <u>Meeting Adjourned</u> |                                 |                     |
| 10. |                          |                                 |                     |
| 11. |                          |                                 |                     |
| 12. |                          |                                 |                     |
| 13. |                          |                                 |                     |
| 14. |                          |                                 |                     |
| 15. |                          |                                 |                     |

**MEMORANDUM**

**TO:** City Council  
**FROM:** Melinda Coleman, City Manager  
**DATE:** December 9, 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. December 21<sup>st</sup>
  - a. No Workshop
  - b. Farewell Reception for Councilmembers Cardinal and Koppen at 6 pm
  - c. City Council Meeting – 2016 Budget Hearing Continued, if needed
2. December 28<sup>th</sup>
  - a. No City Council Meeting
3. January 11<sup>th</sup>
  - a. Swearing in Ceremony for New City Council Members at 6 pm
4. January 14<sup>th</sup>
  - a. State of Maplewood Luncheon – Maplewood Community Center 11 am – 1 pm

**Budget Impact**

None.

**Recommendation**

No action required.

**Attachments**

None.

**MEMORANDUM**

**TO:** City Council  
**FROM:** Melinda Coleman, City Manager  
**DATE:** December 9, 2015  
**SUBJECT:** Community Racial Equity Initiative

**Introduction & Background**

City Manager Melinda Coleman will be presenting an update on the Community Racial Equity Initiative to the Maplewood City Council.

**Budget Impact**

None.

**Recommendation**

No action required.

**Attachments**

None.