

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, January 25, 2016  
City Hall, Council Chambers  
Meeting No. 02-16

**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 January 11, 2016 City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

1. Administrative Presentations
  - a. Council Calendar Update
2. Council Presentations
3. Presentation by Maplewood Pediatric Dentistry
4. Approval of Resolution Awarding 2015 Maplewood Heritage Award
5. Approval of the 2015 Planning Commission Annual Report
6. Approval of Resolution for Commission and Board Appointments and Reappointments
  - a. Approval of Resolution for Appointments
  - b. Approval of Resolution for Reappointments

**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 Waterfest Sponsorship
3. Approval of a Conditional Use Permit Review for Indoor Storage, 2728 Geranium Avenue East
4. Approval of 2016 Master Group Contract Between City of Maplewood and Medica Insurance Company
5. Approval of a Resolution Accepting Donation to Maplewood Nature Center in Honor of Janet Plaster
6. Approval of a Resolution Accepting Donation to Maplewood Nature Center in Honor of Jeffrey Lerew

7. Approval of Quit Claim Deed From City of Maplewood to Ramsey County, TH 120/Joy Rd Intersection Improvements, City Project 02-01
8. Approval of Emergency Pipe Collapse Repair Under Trail at Wicklander's Pond
9. Approval of Resolution Approving Cost Share Agreement with the Metropolitan Council for Inflow/Infiltration Improvements
10. Approval of Resolution Approving Final Payment and Acceptance of Project, Arkwright-Sunrise Area Improvements, City Project 12-09
11. Approval for Police Department to Accept Donation from Schmelz Countryside Volkswagen
12. Approval of Contract with Hillcrest Animal Hospital for Animal Impound and Associated Services

**H. PUBLIC HEARINGS**

None

**I. UNFINISHED BUSINESS**

1. Approval of a Tree Ordinance Summary Publication (Super Majority Vote)

**J. NEW BUSINESS**

1. Consider Approval of Pollinator Resolution
2. Consider Approval of Updates to Fish Creek Master Plan
3. Consider Approval of a New Liquor License Manager for Keller Golf Course, Blaine Raway
4. Bellaire Avenue Street Improvements, Project 15-16
  - a. Consider Approval of Resolution Approving Plans and Specifications and Advertising for Bids
  - b. Consider Approval of Resolution Ordering Preparation of Assessment Roll
  - c. Consider Approval of Joint-Powers Agreement with the City of North St. Paul
5. Consider Approval of a Planned Unit Development Amendment, Design Review and a Parking Waiver, Costco, 1431 Beam Avenue East
6. Consider Approval of Proposed Franchise Ordinance Granting CenturyLink a Franchise for Providing Cable Services in Maplewood – First Reading

**K. AWARD OF BIDS**

None

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

**M. 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.



Abstain – Council Members Smith and Xiong

The motion passed.

## F. APPOINTMENTS AND PRESENTATIONS

### 1. A Resolution Pertaining to the Retirement and Ownership Status of Maplewood Police Service Dog (K-9) “Rebel”

Police Chief Schnell gave the staff report; he then presented Sergeant Bierdeman and Rebel with the department’s Meritorious Service Award.

Councilmember Juenemann moved to approve the Resolution Pertaining to the Retirement and Ownership Status of Maplewood Police Service Dog (K-9) “Rebel”, and approved the Agreement to Assume Ownership of Retired Canine “Bill of Sale” between the Maplewood Police Department and Sergeant Brian Bierdeman.

Resolution 16-01-1292

#### A RESOLUTION PERTAINING TO THE RETIREMENT AND OWNERSHIP STATUS OF MAPLEWOOD POLICE SERVICE DOG (K-9) “Rebel.”

WHEREAS, the Maplewood Police Department has had a successful police service dog (K-9) program that has honorably and ably served the City for many years; and

WHEREAS, in 2007 then-Maplewood Police Officer Brian Bierdeman (now Sergeant Brian Bierdeman) was selected to serve as the department’s police service dog handler and completed a comprehensive and demanding training program with his canine partner “Rebel;” and

WHEREAS, upon completion of the training program Sergeant Bierdeman and Rebel began a successful partnership of service to the City; and

WHEREAS, Sergeant Bierdeman and Rebel were responsible for the apprehension of more than 225 criminal suspects, and the effective and efficient execution of countless building and evidence searches; and

WHEREAS, during their partnership, Rebel and Sergeant Bierdeman demonstrated the unique skills and abilities of police service dogs to thousands of local residents and visitors at community, civic, and school events; and

WHEREAS, Rebel was retired from service with the City of Maplewood at the completion of his tour of duty on the morning of January 1, 2016; and

WHEREAS, the relationship between the police officer handler and K-9 is unique and storied, and it is commonplace for official ownership of the retired police service dog to be transferred to the handler/partner; and

WHEREAS, Sergeant Bierdeman has agreed to assume full ownership, responsibility, and care of Rebel for the remainder of his days.

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

1. That the faithful, valued, and committed service of Maplewood police service dog, Rebel, is hereby acknowledged and lauded; and
2. That the care and training of Rebel provided by Maplewood Police Sergeant Brian Bierdeman is recognized and commended; and
3. That full ownership, responsibility, and care for Rebel shall be transferred to Sergeant Bierdeman in accordance with the separate Agreement and "Bill of Sale" document; and
4. That transfer of ownership to Sergeant Bierdeman shall be without remuneration in recognition of the special bond and unique characteristics of police service dogs; and
5. That the City Attorney prepared Agreement and "Bill of Sale" transferring ownership from the City to Sergeant Bierdeman as executed by Sergeant Bierdeman and the Chief of Police is accepted and approved, and, finally
6. That the City Council extends its gratitude to Sergeant Bierdeman for the competent care of his canine partner and publically acknowledges Rebel's well-deserved transition from police service to family pet.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

## **2. Maplewood Communications Update**

Chad Bergo, GIS Analyst gave the staff report and answered questions of the council.

## **3. State Senator**

State Senator Foug Hawj addressed the council and congratulated the new council members.

## **G. CONSENT AGENDA**

Councilmember Abrams moved to approve consent agenda items G1-G7.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

### **1. Approval of Claims**

Councilmember Abrams moved to approve the approval of claims.

### ACCOUNTS PAYABLE:

\$ 794,086.33	Checks #96460 thru #96513 dated 12/15/15 thru 12/22/15
\$ 215,249.21	Disbursements via debits to checking account dated 12/14/15 thru 12/18/15
\$ 204,712.84	Checks # 96514 thru # 96569 dated 12/29/15
\$ 439,222.55	Disbursements via debits to checking account dated 12/21/15 thru 12/24/15
\$ 1,663,108.29	Checks #96570 thru # 96598 dated 12/30/15 thru 01/05/15
\$ 369,642.25	Disbursements via debits to checking account dated 12/28/15 thru 12/31/15
<hr/>	
\$ 3,686,021.47	Total Accounts Payable

**PAYROLL**

\$ 513,638.09	Payroll Checks and Direct Deposits dated 12/18/15
\$ 1,553.83	Payroll Deduction check # 99101964 thru # 99101967 dated 12/18/15
\$ 540,868.44	Payroll Checks and Direct Deposits dated 12/31/15
\$ 390.00	Payroll Deduction check # 99101983 dated 12/31/15
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\$ 1,056,450.36	Total Payroll
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\$ 4,742,471.83	GRAND TOTAL

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**2. Approval of Resolution Designation of Depositories for Investments**

Councilmember Abrams moved to approve the Resolution Designating Depositories for Investments.

Resolution 16-01-1293  
DESIGNATION OF DEPOSITORIES FOR INVESTMENTS

BE IT RESOLVED, that the following be and hereby are selected as depositories for time deposits of the City of Maplewood:

Alerus Financial (fka Prosperan Bank, Washington County Bank)  
Premier Bank  
Wells Fargo Bank  
US Bank  
4M Fund

BE IT FURTHER RESOLVED, that the deposits in any of the above depositories shall not exceed the amount of F.D.I.C. insurance covering such deposit unless collateral or a bond is furnished as additional security, and

BE IT FURTHER RESOLVED, that funds in the above depositories may be withdrawn and wire transferred to any other depository of the city by the request of the Finance Director or his/her designee.

BE IT FURTHER RESOLVED, that these depository designations are effective until December 31, 2016.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

### **3. Approve Purchase of Crack Sealer/Pavement Cutter**

Councilmember Abrams moved to approve the joint purchase (in partnership with the City of Oakdale) of the crack sealer/pavement cutting equipment, and to enter into contract with Brock White Company LLC for 50% of the cost of this purchase under the MN State Contract in an amount totaling \$36,479.14.

Crafco SS125 Crack filler and Pavement Cutter MN State Contract # 102640

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

### **4. Approval to Order/Purchase 2016 Police Utility Vehicles**

Councilmember Abrams moved to approve to order/purchase five 2016 Ford Police Interceptor utility vehicles in accordance with the approved budget in the amount of \$131,472.75.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

### **5. Approval of 2016 Trash Hauling Contract for City Facilities**

Councilmember Abrams moved to approve the City Manager to enter into an agreement with Republic Services for 2016 trash services at City facilities in the amount of \$1,902 per month; the new rates will go into effect February 1, 2016 through January 31, 2017.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

### **6. Approval to Make Payment for Eden Systems Yearly Support Contract**

Councilmember Abrams moved to approve the support contract with Eden Systems to

keep current with updates and Eden Systems support available for staff in the amount of \$55,544.39.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**7. Approval of Resolution for a Massage Premise License for A Massage Escape, 1774 Cope Ave**

Councilmember Abrams moved to approve the Resolution to for a Massage Center – Premise License for A Massage Escape, 1774 Cope Avenue, contingent upon satisfactory results of building, fire, health inspections, and required documentation submitted.

Resolution 16-01-1294  
Approval of a Massage Center – Premise License to  
A Massage Escape, 1774 Cope Avenue

HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA, that Massage Center – Premise license for A Massage Escape is approved, with approval granted herein subject to satisfactory results of required Police, Fire, health inspections, and required documentation submitted.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**H. PUBLIC HEARINGS**

None

**I. UNFINISHED BUSINESS**

None

**J. NEW BUSINESS**

**1. Consider Approval of Agreement with Computer Forensic Services for Investigative Digital Equipment Forensics Services**

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

Councilmember Juenemann moved to approve the City Manager to finalize and execute the purchase of services agreement between the City of Maplewood and Computer Forensics Services not to exceed \$45,000.

Seconded by Councilmember Abrams                      Ayes – All

The motion passed.

## 2. Review and Consider Approval for the Establishment of a City Work Group for the Purpose of Analyzing Emergency Medical Services Delivery Models

City Manager Coleman introduced the staff report. Public Safety Director Schnell gave the staff report and answered questions of the council.

Councilmember Abrams moved to approve the establishment of a City work group for the purpose of analyzing Fire/Emergency Medical Services delivery models.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

## 3. Approval of 2016 City Council Appointments to Boards, Commissions and Miscellaneous Groups

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

Councilmember Juenemann moved to approve the 2016 Council Appointments to Boards, Commissions and Miscellaneous Groups.

<u>Appointment</u>	<u>2015 Appointments</u>	<u>2016 Appointments</u>
<b>Acting Mayor*</b>	Councilmember Abrams	Councilmember Xiong
<i>*Rotation of acting mayors: 2012 Councilmember Koppen, 2013 Councilmember Juenemann, 2014 Councilmember Cardinal, 2015 Councilmember Abrams</i>		
<b>Auditor Contact</b>	Councilmember Abrams Councilmember Juenemann	Councilmember Abrams Councilmember Juenemann (Alternate)
<b>Community Design Review Board</b>	Councilmember Abrams Mike Martin (Staff Liaison)	Councilmember Xiong Mike Martin (Staff Liaison)
<b>Data Compliance Officers:</b> Responsible Authority City Personnel Officer City Law Enforcement Officer	Karen Haag Terrie Rameaux Paul Schnell	Karen Haag Terrie Rameaux Paul Schnell
<b>Economic Development Authority Chair</b>	Councilmember Koppen	Councilmember Abrams
<b>Environment &amp; Natural Resources Commission</b>	Councilmember Juenemann Shann Finwall (Staff Liaison)	Councilmember Juenemann Shann Finwall (Staff Liaison)
<b>Fire Relief Association</b> Relief By-Laws require Mayor to be member of the Board	Mayor Slawik Gayle Bauman (Staff Liaison)	Mayor Slawik Melinda Coleman (Staff Liaison)
<b>Gateway Corridor Commission</b>	Mayor Slawik Councilmember Koppen (Alternate) Michael Thompson (Alternate)	Councilmember Smith Nora Slawik (Alternate) Michael Thompson (Alternate)
<b>Heritage Preservation Commission</b>	Marv Koppen	Councilmember Xiong

	Ginny Gaynor (Staff Liaison)	Ginny Gaynor (Staff Liaison)
<b>Housing &amp; Economic Development Commission</b>	Councilmember Koppen Mike Martin (Staff Liaison)	Councilmember Abrams Mike Martin (Staff Liaison)
<b>Human Rights Commission</b>	Councilmember Juenemann Karen Haag (Staff Liaison)	Councilmember Juenemann Paul Schnell (Staff Liaison)
<b>Joint Ice Arena Board</b>	Councilmember Cardinal Councilmember Koppen Mayor Slawik (Alternate)	Councilmember Smith Councilmember Xiong Mayor Slawik (Alternate)
<b>Maplewood Communications</b>		Councilmember Abrams Mayor Slawik (Alternate) Bryan Smith (Alternate)
<b>Maplewood Green Team</b>	Councilmember Juenemann Shann Finwall (Staff Liaison)	Councilmember Juenemann Shann Finwall (Staff Liaison)
<b>Municipal Legislative Commission</b>	Melinda Coleman Mayor Slawik (Alternate) Councilmember Juenemann (Alternate)	Melinda Coleman Mayor Slawik (Alternate) Councilmember Juenemann (Alternate)
<b>Official Newspaper</b>	Maplewood Review Pioneer Press (Alternate)	Maplewood Review Pioneer Press (Alternate)
<b>Parks &amp; Recreation Commission</b>	Councilmember Abrams DuWayne Konewko Jim Taylor/Audra Robbins (Staff Liaisons)	Councilmember Smith DuWayne Konewko (Staff Liaison) Jim Taylor/Audra Robbins (Staff Liaisons)
<b>Planning Commission</b>	Councilmember Cardinal Mike Martin (Staff Liaison)	Councilmember Abrams Mike Martin (Staff Liaison)
<b>Police Civil Service Commission</b>	Councilmember Juenemann Terrie Rameaux (Staff Liaison)	Councilmember Juenemann Terrie Rameaux (Staff Liaison)
<b>Ramsey County Dispatch Policy Committee</b>	Councilmember Juenemann	Councilmember Juenemann Councilmember Abrams (Alternate)
<b>Ramsey County League of Local Governments</b>	Councilmember Cardinal Marv Koppen (Alternate)	Councilmember Xiong Councilmember Smith (Alternate)
<b>Regional Mayors</b>	Mayor Slawik	Mayor Slawik
<b>Rush Line Corridor</b>	Mayor Slawik Melinda Coleman (Staff Liaison)	Mayor Slawik Bryan Smith (Alternate) Melinda Coleman (Staff Liaison)
<b>Suburban Area Chamber of Commerce</b>	Melinda Coleman Karen Haag (Alternate) Councilmember Cardinal (Alt.) Councilmember Koppen (Alt.)	Melinda Coleman Karen Haag (Alternate) Councilmember Abrams (Representative) Councilmember Smith (Representative)
<b>Suburban Rate Authority</b>	Michael Thompson	Michael Thompson
<b>St. Paul Water Utility</b>	Will Rossbach	Will Rossbach

**Transportation Advisory Board**

Mayor Slawik

Mayor Slawik

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

**4. Consider Approval of 2016 Rules of Procedure for City Council and Council Meetings Manual**

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

Councilmember Abrams moved to approve 2016 Rules of Procedure for City Council and City Council Meetings Manual as indicated in the staff report.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

**5. Consider Approval of 2016 Policy and Procedures for a Public Hearing**

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

Councilmember Juenemann moved to approve the Public Hearing Policies and Procedures as a normal part of annual business.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

**K. AWARD OF BIDS**

None

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

1. Bob Zick, North St. Paul Resident
2. Mark Bradley, Maplewood Resident

**M. ADMINISTRATIVE PRESENTATIONS****1. Council Calendar Update**

City Manager Coleman gave an update to the council calendar.

**2. Discussion of Upcoming Council / Staff Retreat**

City Manager Coleman reported on the upcoming council/staff retreat.

**N. COUNCIL PRESENTATIONS****1. Recycle Your Holidays**

Councilmember Juenemann reminded resident they can bring their old Christmas lights to City Hall to be recycled.

Councilmember Juenemann reported on the Energize Maplewood program that officially started on January 1, 2016 and sign up will continue until February 29, 2016.

## **2. Grow Minnesota**

Councilmember Abrams reported on Grow Minnesota, an initiative with the State Chamber of Commerce, regarding business retention and what needs to be done to get more active with the business community.

## **3. Third Annual Biz Recycling Expo**

Councilmember Abrams reported on the Third Annual Biz Recycling Expo that will be held at the Maplewood Community Center.

## **4. Welcome and Thanks**

Councilmember Smith thanked the residents of Maplewood for allowing him to serve the City and thanked the Department Heads with the City for taking the time to meet with him. He then expressed what his intentions are, reasons he's here and the philosophy he will take as a councilmember.

## **5. Thank You**

Councilmember Xiong reiterated what councilmember Smith said and thanked everyone for the opportunity and looks forward to working with everyone.

## **6. State of the City**

Mayor Slawik reported on the State of the City meeting that will take place at the Maplewood Community Center on Thursday, January 14, 2016.

## **7. Gateway Corridor Commission**

Mayor Slawik gave an update on the Gateway Corridor Commission meeting. Public Works Director Thompson gave additional information.

## **O. ADJOURNMENT**

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

**MEMORANDUM**

**TO:** City Council  
**FROM:** Melinda Coleman, City Manager  
**DATE:** January 19, 2016  
**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. February 8<sup>th</sup>
  - a. Workshop: Review Board/Commission Handbook, Facility Security Training, Senior Advisory Task Force Report
  - b. Council Meeting: Public Hearing on CenturyLink Franchise
  
2. February 22<sup>nd</sup>
  - a. Workshop: Update on Fire/EMS Work Group, Kid City Update

**Budget Impact**

None.

**Recommendation**

No action required.

**Attachments**

None.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Nick Carver, Interim Environmental and Economic Development Director  
**DATE:** January 19, 2016  
**SUBJECT:** Presentation of Maplewood Pediatric Dentistry

**Introduction**

Maplewood Pediatric Dentistry has been located at 1675 Beam Avenue since the early 1990's. New owner and operator, Claire Mielke DDS, has decided to move the business to the vacated Goodyear Auto Service building at 1915 County Road D, Maplewood, Minnesota.

**Discussion**

Please welcome Doctor Mielke and her husband Bryant Rogness as they begin this endeavor by expanding their business to better serve our community. With construction moving forward this project also assists the City of Maplewood's strategic objectives to occupy vacant buildings.

**Budget Impact**

None

**Recommendation**

No action required.

## Our Mission

It is our goal to insure that our patients have the best experience possible starting at an early age so they will have a lifetime of great dental health AND "LOVE" GOING TO THE DENTIST. We provide gentle encouragement in a fun, child-friendly atmosphere.

## The First Visit to Our Office

The American Academy of Pediatric Dentistry and the American Academy of Pediatrics recommend that your child be seen by a dentist within 6 months of the first erupted tooth or by age one.

Beginning dental care at an early age provides guidance for caring for your child's teeth and opportunities to address preventive issues that are important for healthy teeth and a pleasing smile. Early visits also help to establish a positive relationship between the pediatric dentist and your child.

Getting to know Dr. Claire and Dr. Mielke will be a fun and enjoyable experience for you, your child, and us. Each child is treated as an individual and with patience, respect, and age appropriateness. We use a variety of techniques including preparing your child for procedures before the appointment and allowing your child to touch, feel and hear new instruments being introduced. This is called the "Tell-Show-Do" method. We will never force anything on your child.

Each child is treated as an individual and with patience, respect, flexibility and age appropriateness. We use a variety of techniques including preparing your child for procedures before the appointment and allowing your child to touch, feel and hear new instruments being introduced.

We will review your child's history, and make sure you are comfortable with our procedures and staff.

## Financial Info

We will do our best to estimate the amount you owe prior to service. For our families with insurance, we will help with paperwork, letting you know the amount that will be due. We ask that you pay your portion at the time of service. For those without insurance we offer a 5% discount.

## Schedule a Visit Today!

Call our office at 651.779.9002 or visit us online at [www.MaplewoodPediatricDentistry.com](http://www.MaplewoodPediatricDentistry.com)



# Maplewood Pediatric Dentistry

Claire Mielke, DDS  
Peter H. Mielke, DDS  
Board Certified Pediatric Dentists



Schedule a  
Visit Today!

We provide gentle encouragement  
in a fun, child-friendly atmosphere.

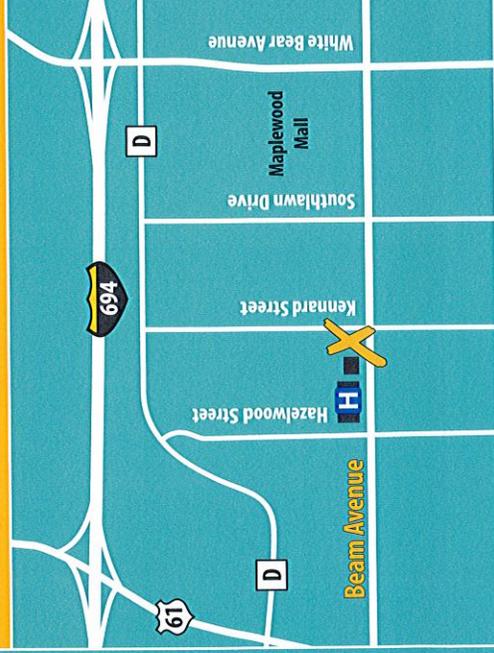
651.779.9002

1675 Beam Ave, Suite 202, Maplewood, MN 55109  
[www.MaplewoodPediatricDentistry.com](http://www.MaplewoodPediatricDentistry.com)

## Early Orthodontic Treatment

The scope of pediatric dentistry includes orthodontic treatment. This is limited, however, to young and growing patients. Patients with TMJ problems or patients that may need jaw surgery will be referred to an orthodontist.

At an early age, orthodontic treatment (called interceptive or Phase 1) can help correct crowding issues, cross bites, overbites, and discrepancies in the development of the jaws, which will ultimately avoid more severe problems later as the child grows into adulthood. Studies have shown by completing an early phase of orthodontics, the chance of needing permanent teeth extractions and surgical corrections decreases. This early phase of treatment takes advantage of a child's growing facial structures by permitting the jaw bones and chewing muscles to move into the correct alignment. This allows for permanent teeth to erupt in their proper positions.

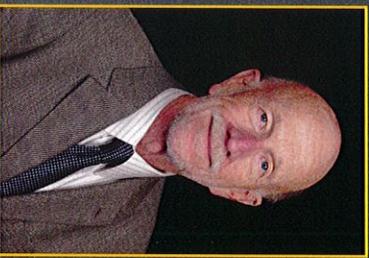


## Claire Mielke, DDS

Dr. Claire Mielke grew up in Stillwater, MN and graduated from Mounds Park Academy. She received her Bachelor of Arts degree in Biology and Spanish from Gustavus Adolphus College. She earned her Doctor of Dental Surgery degree from the University of Minnesota Dental School. After a year of practicing general dentistry, she decided she wanted to treat children and learn more about facial growth and development. Therefore, she specialized in Pediatric Dentistry. She received her certificate in Pediatric Dentistry from the Children's Hospital Colorado. In 2012, she became board certified in Pediatric Dentistry. She is a member of the American Academy of Pediatric Dentistry, St. Paul District Dental Society, the Minnesota Dental Association and the Hispanic Dental Association. Dr. Claire is also a member of the Oral Health Section of the American Academy of Pediatrics.



Dr. Claire and her husband have two boys that keep them very busy. She enjoys spending quality time with her family, volunteering in the community and running.



## Peter Mielke, DDS

Dr. Peter Mielke graduated from Cretin High School, attended St. Mary's College in Winona and St. Thomas College in St. Paul. He received his Bachelor of Science and Doctor of Dental Science degree from the University of Minnesota Dental School. He was Post-Dental Surgeon at Fort Greely, Alaska while in the U.S. Army.

He completed a dental rotating internship and his pediatric dental residency at Eastman Dental Center. He is a Fellow and Diplomat of the American Board of Pediatric Dentistry. He is a member of the American Academy of Pediatric Dentistry, St. Paul District Dental Society and the Minnesota Dental Association. He was a Professor of Pediatric Dentistry at the University of Minnesota for many years where he gave lectures in radiographic interpretation of facial growth and development in children.

## Why Choose a Pediatric Dentist?

Dr. Claire and Dr. Mielke have completed two extra years of education beyond dental school in order to specialize in pediatric dentistry. Their practice is limited to infants, children, teens and those with special healthcare needs.

A pediatric patient not only has a different dentition than adults but he/she may have specific dental and behavioral needs that are unique to a child. These needs may include orthodontics, dental sealants, fluoride applications or home treatments, or just simply education in oral hygiene. In addition to treating existing dental problems, our office focuses on prevention through patient and parent education. We like to feel that you and your child do not come to our office to have their "cavities fixed" but rather to prevent them. Our mission is to provide all of the educational tools necessary for our patients to enjoy a cavity-free future.

## Our primary asset is our talented and friendly staff

Many of our staff members have been a part of Maplewood Pediatric Dentistry for decades. Our team members take pride in showing children that going to the dentist is fun.

We cultivate a relationship with each of our pediatric patients, and build trust and instill confidence in them, so they do not have to worry about going to the dentist.

## Help Your Child Enjoy Good Dental Health

- 1) Teach them to brush twice a day.
- 2) Floss at night prior to bedtime (where there are contacts between teeth.)
- 3) Limit frequent snacking during the day, avoid gummies & fruit snacks.
- 4) Monitor your child's diet to the best of your ability. Some children eat too many acidic foods that can cause great harm to their teeth. Taking the time to understand a little bit more about nutrition and diet can have lasting and life changing benefits.
- 5) Continue with regular dental check-ups and radiographs.

Dr. Claire and Dr. Mielke are available to help with your child's smile from infancy through high school. Below are some of the services they offer...

## Preventive Oral Hygiene Instruction

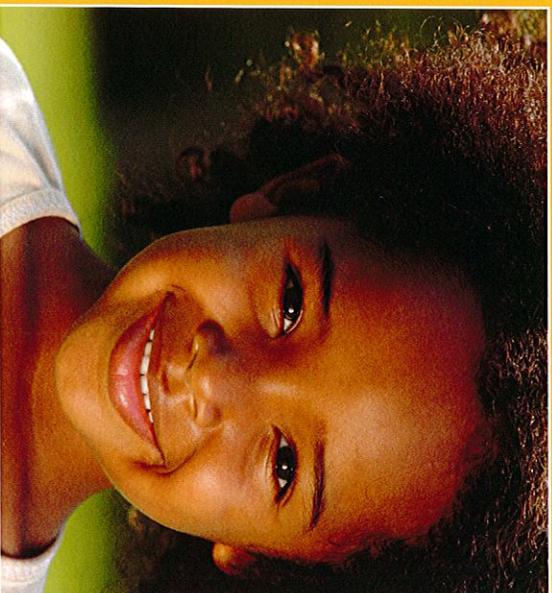
This includes proper brushing, flossing and eating habits, ideal fluoride levels and the use of pit and fissure sealants. Our doctors and their team strive to provide a fun, educational environment whose children learn about the importance of good dental hygiene.

## Restorative Dentistry

This includes children's fillings, crowns (white and silver) and space maintainers. Dr. Claire and Dr. Mielke are committed to discussing all options before these procedures and answering all questions you may have. Always working for the goal of a healthy smile is our first priority.

## Emergency Treatment

While our goal is to prevent dental emergencies, we understand that the need for urgent dental care is sometimes necessary and can be a stressful experience for both parents and children. We strive to handle dental emergencies promptly and with compassion.



**MEMORANDUM**

TO: Melinda Coleman, City Manager

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

DATE: January 25, 2016

SUBJECT: Approval of Resolution Awarding 2015 Maplewood Heritage Award

**Introduction**

The Maplewood Heritage Award is an annual award recognizing an individual who has positively influenced our City's past or strengthened the preservation of Maplewood history. The Heritage Preservation Commission nominated and selected the Bruentrup Family for the annual Maplewood Heritage Award for 2015. A member of the Heritage Preservation Commission will attend the Council Meeting to help present the award.

**Recommendation**

Approve the attached resolution for the 2015 Maplewood Heritage Award to the Bruentrup Family.

**Attachments**

1. Resolution Awarding 2015 Maplewood Heritage Award

**RESOLUTION AWARDING THE  
2015 MAPLEWOOD HERITAGE AWARD TO THE BRUENTRUP FAMILY**

WHEREAS, Bill and Raydelle Bruentrup have been at the center of historical activity in Maplewood for over sixteen years; and

WHEREAS, Bill and Raydelle Bruentrup have been active members of the Maplewood Area Historical Society, and currently serve as Vice President and Secretary respectively, and volunteer more hours annually than any other member; and

WHEREAS, Bill and Raydelle Bruentrup were instrumental in moving the Bruentrup farm buildings to their new location in July 1999, with tireless efforts obtaining pledges from individuals and seeking funding from the state for moving expenses, donating the farm buildings to the city, and contributing funds to the project; and

WHEREAS, The Bruentrup Heritage Farm site with their assistance has won historical preservation awards and has become a destination for weddings, community gatherings and a mecca for historical research; and

WHEREAS, Bill and Raydelle Bruentrup's children and grandchildren have been an important part of the preservation of the farm volunteering countless hours to improve the grounds, as well as volunteering at the Maplewood Area Historical Society's annual Halloween Hoedown; and

WHEREAS, The Bruentrup Family members have freely given their knowledge, time and energy, without compensation, for the betterment of the City of Maplewood; and

WHEREAS, The Bruentrup Family has contributed their leadership and effort for the benefit of the City.

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

Passed by the Maplewood City Council on January 25, 2016.

\_\_\_\_\_  
Nora Slawik, Mayor

Passed by the Maplewood Heritage Preservation Commission on December 10, 2015.

\_\_\_\_\_  
Peter Boulay, Chairperson

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

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Paul Arbuckle, Planning Commission Chairperson

**DATE:** January 5, 2016

**SUBJECT:** Approval of the 2015 Planning Commission Annual Report

### **INTRODUCTION**

The city code requires that the planning commission prepare an annual report each January for submittal to the city council. The following is a report of the actions and activities of the planning commission in 2015.

### **2015 REVIEWS**

In 2015, the planning commission considered the following:

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Changes to the comprehensive plan	1	2	3	2	1
Changes to the zoning map	0	1	1	2	2
Preliminary plats/lot divisions	3	1	1	0	1
Code amendments	1	1	1	8	8
Conditional use permits and revisions	8	10	9	7	7
Vacations	3	2	0	2	3
Variances/code waivers	0	6	4	4	3
<u>Miscellaneous</u>	<u>11</u>	<u>12</u>	<u>23</u>	<u>15</u>	<u>18</u>
Total	27	35	42	40	43

**COMPREHENSIVE PLAN CHANGES**

	<b><u>PC Action</u></b>	<b><u>Council Action</u></b>
<b>Conifer Ridge</b> (Legacy Village) Plan amendment from MDR (medium density residential) to HDR (high density residential) The comprehensive plan was amendment to allow for the development of 150 apartment units in Legacy Village.	Approved	Approved

**ZONING MAP CHANGES**

None.

**PRELIMINARY PLATS/LOT DIVISIONS**

	<b><u>PC Action</u></b>	<b><u>Council Action</u></b>
<b>Sherwood Parkview Plat</b> Platted oversized residential lot into four lots for new homes.	Approved	Approved
<b>Villages at Frost-English</b> (1955 English Street North) This lot division combined several individual lots to reflect the three stages of the redevelopment of the former Maplewood Bowl.	Approved	Approved
<b>Conifer Ridge</b> (Legacy Village) The lot division allows for each phase of the development of 150 apartment units in Legacy Village to be contained on its own parcel – three parcels total.	Approved	Approved

**CODE AMENDMENTS**

	<b><u>PC Action</u></b>	<b><u>Council Action</u></b>
Ordinance amendment to allow temporary outdoor sales in business commercial district.	Approved	Approved

**CONDITIONAL USE PERMITS (CUP) AND REVISIONS**

	<b><u>PC Action</u></b>	<b><u>Council Action</u></b>
<b>Indoor Storage</b> (2728 Geranium Avenue East) This CUP allows indoor storage for a private car collector in a commercial building.	Approved	Approved
<b>Telecommunications Tower, Harmony Center</b> (1961 County Road C East) This CUP revision requested adding a second tower near an existing cell phone tower.	Denied	Withdrawn

**Villages at Frost-English** Approved Approved  
 (1955 English Street North)  
 This CUP allowed a four-story multi-family residential building as part of the redevelopment of the former Maplewood Bowl.

**Laughlin Pest Control** Approved Approved  
 (1055 Gervais Avenue)  
 This CUP revision allows for outdoor storage and a commercial building within 350 feet of residential.

**Maplewood Collision Center** Approved Approved  
 (2020 Rice Street)  
 This CUP allows the sale of used motor vehicles.

**The Shores at Lake Phalen** Approved Approved  
 (1870 East Shore Drive)  
 This CUP revision allows for an overflow parking lot.

**Conifer Ridge** Approved Approved  
 (Legacy Village)  
 The PUD amendment allows for the development of 150 apartment units in Legacy Village.

**Maplewood Auto Mall** Approved Approved  
 (2529 White Bear Avenue)  
 This CUP revision allows for the expansion of a non-conforming parking lot and a building addition.

**VACATIONS**

**PC Action**

**Council Action**

**Villages at Frost-English** Approved Approved  
 (1955 English Street North)  
 The vacation of outdated public easements worked to facilitate the redevelopment of the former Maplewood Bowl.

**Jack Schwartz** Approved Approved  
 (2105 English Street North)  
 The city approved the vacation of an unused drainage easement that ran under the applicant's garage.

**Conifer Ridge** Approved Approved  
 (Legacy Village)  
 The vacation of unused public easements will facilitate the development of 150 apartment units in Legacy Village.

**VARIANCES AND WAIVERS**

None.

**MISCELLANEOUS**

The planning commission had other reviews, discussions and actions that were not part of any other specific proposal. These reviews were:

- Annual Review of PC Rules of Procedure
- 2014 Annual Report
- Update of the planning commissions schedule for attending city council meetings
- Maplewood Parks System Master Plan, Jim Taylor, parks manager
- Rush Line Corridor Overview, Josh Olson, Ramsey County Regional Rail
- Finding of TIF District in Conformance with 2030 Comprehensive Plan, Villages at Frost-English
- Capital Improvement Plan
- Election of Officers
- Approval of Resolution of Appreciation for Al Bierbaum
- Galilee Lutheran Church Community Garden Concept Plan, 1958 Rice Street
- Review of City's Existing Parking Ordinances

**2015 ATTENDANCE, MEMBERSHIP REVIEW AND CURRENT ROSTER**

In 2015, the planning commission currently has two vacancies due to the resignation of Al Bierbaum and one outstanding vacancy. The planning commission will have another vacancy in 2016 due to Dale Trippler moving away from Maplewood.

The current planning commission membership and meeting attendance for 2015 is:

<b><u>Name</u></b>	<b><u>Appointed</u></b>	<b><u>Terms Expire (12/31)</u></b>	<b><u>2015 Attendance-8 Meetings</u></b>
Dale Trippler	06-08-98	2015	8 of 8
Vacancy	02-08-10	2015	
Tushar Desai	07-22-02	2016	4 of 8
Bill Kempe	02-11-13	2016	8 of 8
Vacancy		2016	
Paul Arbuckle	05-14-12	2017	6 of 8
John Donofrio	02-11-13	2017	7 of 8
Fred Dahm	04-27-15	2017	5 of 5
Allan Ige	04-29-13	2018	8 of 8

**2015 REVIEW AND ANTICIPATED 2016 DEVELOPMENT ACTIVITIES**

Last year was normal in terms of the types of reviews the planning commission considered. Many of the CUP reviews were the result of proposed expansions of existing uses or the repurposing of existing buildings. There were two significant new development projects that were approved – the Villages at Frost-English and Conifer Ridge. The Villages at Frost English is redeveloping the former Maplewood

Bowl site and phase one, the 50-unit multi-family building, has started construction. Conifer Ridge will be a 150-unit multi-family apartment complex development in Legacy Village. Conifer Ridge is slated to break ground in 2016.

In-fill development and expansion has become the norm for the city since Maplewood is approximately 95 percent developed and there are not many remaining vacant sites available for residential and commercial projects. The projects the city is likely to see will be more complex and time consuming due to redevelopment efforts made throughout Maplewood

The planning commission passed a motion in 2015 asking the city council to direct it to look at the city's parking regulations – specifically multi-family regulations and overnight parking restrictions. Staff did review the existing ordinances with the planning commission and if directed by the city council can work with the commission on revising ordinances as needed.

### **SUMMARY**

The planning commission looks forward to serving the City of Maplewood in 2016 and providing the city council with advice and guidance on all land use matters.

### **BUDGET IMPACT**

None.

### **RECOMMENDATION**

Approve the planning commission's 2015 annual report.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Lois Knutson, Senior Administrative Assistant

**DATE:** January 20, 2016

**SUBJECT:** Commission & Board Appointments and Reappointments  
 a) Approval of Resolution for Appointments  
 b) Approval of Resolution for Reappointments

### Introduction

There are currently openings on several City commissions and boards. These openings are due to resignations and terms ending. The City has advertised and accepted applications from interested individuals. The City Council then interviewed the candidates for the commissions and filled out ballots during the Workshop prior to this meeting, which staff has tallied.

Seven candidates were interviewed by the City Council for openings on the following commissions:

- Environmental & Natural Resources Commission (3 applicants for 2 openings)
- Heritage Preservation Commission (2 applicants for 1 opening)
- Housing and Economic Development Commission (1 applicant for 1 opening)
- Human Rights Commission (2 applicants for 1 opening)

There are also currently openings on the Parks and Recreation Commission and the Planning Commission.

The City Council will also review a reapplication assessment from a commissioner whose term expired on December 31, 2015. The commissioner was asked to fill out an assessment to evaluate her time on the commission and to provide input to the council.

### Background on Reappointment

Lisa Liddell's term on the Police Civil Service Commission expired on December 31, 2015 and she is seeking reappointment.

#### **Police Civil Service Commission:**

**Lisa Liddell**, member since 4/09/2007, term expired 12/31/2015

Attendance: (2007) 2 / 2    (2008) 3 / 3    (2009) 2 / 2    (2010) 3 / 4  
 (2011) 3 / 5    (2012) 2 / 2    (2013) 4 / 7    (2014) 2 / 3    (2015) 3 / 4

**Budget Impact**

None.

**Recommendation**

Staff recommends the City Council approve the attached resolution to appoint the candidates to the commissions indicated:

**Environmental & Natural Resources Commission** (2 openings)

Keith Buttleman, Randee Edmundson, or Mary Henderson                      term expires 9/30/2016

Keith Buttleman, Randee Edmundson, or Mary Henderson                      term expires 9/30/2018

**Heritage Preservation Commission** (1 opening)

Bob Cardinal or Brenda Hamlin-Lehman    term expires 4/30/2018

**Housing and Economic Development Commission** (1 opening)

Brian Finley    term expires 9/30/2017

**Human Rights Commission** (1 opening)

Randee Edmundson or Tou Ger Yang    term expires 4/30/2017

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

Staff also recommends that the Council review the attached assessment for reappointment and approve the attached resolution for reappointment.

**Police Civil Service Commission**

Lisa Liddell    term expires 12/31/2018

**Attachments**

1. Resolution for Appointment
2. Resolution for Reappointment
3. Reappointment Assessment

**RESOLUTION**

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

Hereby appoints the following individuals, who have interviewed with the Maplewood City Council, to serve on the following commissions:

Environmental & Natural Resources Commission (2 openings)

Keith Buttleman, Randee Edmundson, or Mary Henderson term expires 9/30/2016

Keith Buttleman, Randee Edmundson, or Mary Henderson term expires 9/30/2018

Heritage Preservation Commission (1 opening)

Bob Cardinal or Brenda Hamlin-Lehman term expires 4/30/2018

Housing and Economic Development Commission (1 opening)

Brian Finley term expires 9/30/2017

Human Rights Commission (1 opening)

Randee Edmundson or Tou Ger Yang term expires 4/30/2017

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

**RESOLUTION**

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

Hereby appoints the following individuals, who the Maplewood City Council has reviewed, to serve on the following commissions:

Police Civil Service Commission

Lisa Liddell

term expires 12/31/2018



### Maplewood Commission Reappointment Assessment



*(Please print or type clearly)*

Name: Lisa Liddell Date: 01/07/2016

Commission: Police Civil Service

Would you like to be reappointed?  Yes  No (Check One)

If Yes, why? I would like to continue my volunteer commitment to the city I live, work, shop and play in.

How do you feel you contribute to the Commission? \_\_\_\_\_

I stay up to date on current issues and trends in our community and surrounding communities; regularly attend commission meetings.

What successes do you feel the Commission has had during your term? \_\_\_\_\_

The recruiting and hiring of our new Chief; our attention to the diversity of our force to meet the changing demographics of our city through targeted recruiting and hiring processes and recognizing the valuable and talented staff we have.

Do you have any suggestions to help the Commission function more efficiently? \_\_\_\_\_

I believe we are very efficient; the staff liason and council liason are extremely helpful to the commission. All the commissioners work together to meet each others' schedule needs.

What are some bigger issues/projects the Commission will be facing in the next 6 months? \_\_\_\_\_

In the next six months, I think we may explore the pros and cons of expanding the scope of the commission to include all facets of Public Safety in Maplewood. I also think we may be involved in the issue of of the use of body cameras by our officers. In the next 1-2 years we will be tasked with replacing the chief again.

Any other comments for the City Council regarding your reappointment or the commission? \_\_\_\_\_

*(i.e. new topics or projects to explore, processes to consider, etc.)* \_\_\_\_\_

I appreciate the opportunity to serve on this commission and the ability to explore changes that best serve our community.

**\*\*If you would prefer to relay your responses verbally to the City Council, please contact the City Manager's Office at 651-249-2051 to schedule a time\*\***

Return this form to: City Manager's Office Fax to: 651-249-2059  
1830 County Road B. East Email to: lois.knutson@maplewoodmn.gov  
Maplewood, MN 55109

**Please return by Friday, January 8, 2015**

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** January 20, 2016  
**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:

\$ 74,953.14	Checks # 96599 thru # 96635 dated 01/12/16
\$ 282,869.32	Disbursements via debits to checking account dated 01/04/16 thru 01/08/16
\$ 382,073.42	Checks #96637 thru #96673 dated 01/12/16 thru 01/19/16
\$ 219,029.64	Disbursements via debits to checking account dated 01/11/16 thru 01/15/16
<u>\$ 958,925.52</u>	Total Accounts Payable

PAYROLL

\$ 540,160.62	Payroll Checks and Direct Deposits dated 01/15/16
\$ 1,310.03	Payroll Deduction check # 99101999 thru # 99102001 dated 01/15/16
<u>\$ 541,470.65</u>	Total Payroll
<u><u>\$ 1,500,396.17</u></u>	GRAND TOTAL

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

Attachments

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

01/08/2016

<b>Check</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	
96599	01/12/2016	05324	CHRISTIE BERNARDY	NATURAL LIVING/STATE OF UNION	550.00
	01/12/2016	05324	CHRISTIE BERNARDY	RETAINER FEE - DECEMBER	500.00
96600	01/12/2016	05114	BOLTON & MENK, INC.	PROJ 14-02 CNTY RD B TRAIL IMPRV	3,700.00
	01/12/2016	05114	BOLTON & MENK, INC.	SSTS PERMITS - 1481 STERLING ST S	150.00
96601	01/12/2016	00283	CENTURY COLLEGE	SITE COORDINATION AT EMTF OCT 2015	412.50
96602	01/12/2016	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - DECEMBER	335.05
96603	01/12/2016	01941	PATRICK TROPHIES	V-BALL TOURNAMENT TROPHIES	798.72
96604	01/12/2016	04192	TRANS-MEDIC	EMS BILLING - DECEMBER	4,290.00
96605	01/12/2016	01750	THE WATSON CO INC	MDSE FOR RESALE	304.77
96606	01/12/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	14,439.00
	01/12/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	762.56
	01/12/2016	01190	XCEL ENERGY	GAS UTILITY	665.06
	01/12/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	663.83
	01/12/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	65.21
	01/12/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	15.20
	01/12/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	14.84
96607	01/12/2016	04808	ALADTEC, INC.	ONLINE SCHEDULING ANNUAL SUB	2,234.00
96608	01/12/2016	01811	BERNATELLO'S PIZZA	MDSE FOR RESALE	102.00
	01/12/2016	01811	BERNATELLO'S PIZZA	MDSE FOR RESALE	51.00
96609	01/12/2016	00036	CHARITABLE GAMBLING	CHARITABLE GAMBLING HMONG AMERICA	1,433.29
96610	01/12/2016	00036	CHARITABLE GAMBLING	CHARITABLE GAMBLING - CHILD	440.00
96611	01/12/2016	05507	COCA-COLA REFRESHMENTS	MDSE FOR RESALE	605.52
96612	01/12/2016	00341	CRAWFORD DOOR SALES OF THE TWI	REPAIR DOOR EMTF	577.25
96613	01/12/2016	05372	FERRELLGAS	UTILITIES FIRE TRAINING CENTER	2,116.87
	01/12/2016	05372	FERRELLGAS	UTILITIES FIRE TRAINING CENTER	534.45
96614	01/12/2016	05476	JESSICA HUANG	KID CITY GRANT SERVICES 2015	937.50
96615	01/12/2016	04152	ISD 622 COMMUNITY EDUCATION	CHARITABLE GAMBLING	1,260.00
96616	01/12/2016	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#42	4,344.07
96617	01/12/2016	00827	L M C I T	CLAIM DEDUCTIBLE 7904 (14/15)	3,318.00
96618	01/12/2016	04392	METRO CHIEF FIRE OFFICER ASSOC	MEMBERSHIP DUES	100.00
96619	01/12/2016	05490	MID-STATES ORGANIZED CRIME	MEMBERSHIP FEES	250.00
96620	01/12/2016	01115	MUNICIPAL LEGISLATIVE COMM	ANNUAL DUES	9,763.50
96621	01/12/2016	00001	ONE TIME VENDOR	REFUND C PETERS FOR TRANS MEDIC	1,381.82
96622	01/12/2016	00001	ONE TIME VENDOR	REFUND L LAND FOR TRANS MEDIC	91.88
96623	01/12/2016	05601	ALEC PEROZA	V-BALL CLINIC INSTRUCTIONS DEC 2-31	120.00
96624	01/12/2016	05338	REPUBLIC SERVICES #923	WASTE & RECYCLING SRVS - JANUARY	1,282.07
96625	01/12/2016	00006	SILVER FIT	REFUND M VATNE CHG TO SILVERFIT	30.18
96626	01/12/2016	02086	ST PAUL AREA CHAMBER OF COMM	ANNUAL DUES FOR SPACC	450.00
96627	01/12/2016	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	2,138.92
96628	01/12/2016	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - DECEMBER	6,843.20
96629	01/12/2016	05546	TACTICAL PRODUCTS & SRVS INC	REPLACEMENT BALLISTIC VEST T KONG	991.80
96630	01/12/2016	03598	PAUL THEISEN	REIMB FOR TUITION 10/26 - 12/20/15	1,759.50
96631	01/12/2016	05335	URBAN LAND INSTITUTE	MEMBERSHIP DUES 2016	560.00
96632	01/12/2016	02464	US BANK	PAYING AGENT FEES	425.00
96633	01/12/2016	05241	WARNING LITES OF MN, INC.	TRAFFIC CONES FOR PUBLIC WORKS	971.25
96634	01/12/2016	05169	WESTMOR FLUID SOLUTIONS, LLC	LINE LEAK TESTS GAS & DIESEL	533.33
96635	01/12/2016	05613	WOODCHUCK TREE CARE	REMOVE TREE - CO RD B E SEWER PROJ	1,640.00
				<b>74,953.14</b>	

37 Checks in this report.

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

Settlement Date	Payee	Description	Amount
1/4/2016	MN State Treasurer	Drivers License/Deputy Registrar	26,029.26
1/4/2016	MN Dept of Natural Resources	DNR electronic licenses	1,901.00
1/4/2016	US Bank VISA One Card*	Purchasing card items	42,236.21
1/4/2016	US Bank Merchant Services	Credit Card Billing fee	89.99
1/4/2016	Optum Health	DCRP & Flex plan payments	1,459.61
1/4/2016	Empower - State Plan	Deferred Compensation	28,387.00
1/5/2016	MN State Treasurer	Drivers License/Deputy Registrar	63,027.65
1/5/2016	MidAmerica	HRA Flex plan	7,725.00
1/5/2016	Labor Unions	Union Dues	3,760.59
1/6/2016	MN State Treasurer	Drivers License/Deputy Registrar	36,755.43
1/7/2016	MN State Treasurer	Drivers License/Deputy Registrar	42,562.66
1/7/2016	Delta Dental	Dental Premium	1,658.95
1/8/2016	MN State Treasurer	Drivers License/Deputy Registrar	24,593.35
1/8/2016	MN Dept of Natural Resources	DNR electronic licenses	2,020.00
1/8/2016	Optum Health	DCRP & Flex plan payments	662.62
			<u><u>282,869.32</u></u>

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
12/19/2015	12/21/2015	RUN N FUN	\$105.00	CLINT ABEL
12/11/2015	12/14/2015	MILLS FLEET FARM 2700	(\$36.37)	DAVE ADAMS
12/11/2015	12/14/2015	MILLS FLEET FARM 2700	\$37.44	DAVE ADAMS
12/15/2015	12/16/2015	MILLS FLEET FARM 2700	\$64.49	DAVE ADAMS
12/15/2015	12/16/2015	TRUCK UTILITIES INC ST PA	\$285.78	DAVE ADAMS
12/15/2015	12/17/2015	MENARDS MAPLEWOOD MN	\$83.39	DAVE ADAMS
12/18/2015	12/21/2015	THE HOME DEPOT 2801	\$12.08	DAVE ADAMS
12/21/2015	12/22/2015	RUN N FUN	\$84.00	PAUL BARTZ
12/22/2015	12/24/2015	DLX FOR BUSINESS	\$164.20	GAYLE BAUMAN
12/16/2015	12/18/2015	OFFICE DEPOT #1090	\$22.99	REGAN BEGGS
12/16/2015	12/18/2015	OFFICE DEPOT #1090	\$63.50	REGAN BEGGS
12/15/2015	12/17/2015	VERIZON WRLS N7845-01	\$53.55	STANLEY BELDE
12/16/2015	12/17/2015	AMAZON.COM AMZN.COM/BILL	\$169.25	CHAD BERGO
12/23/2015	12/24/2015	APL*APPLE ONLINE STORE	\$53.58	CHAD BERGO
12/12/2015	12/15/2015	BROWNELLS INC	\$10.80	BRIAN BIERDEMAN
12/15/2015	12/16/2015	UNIFORMS UNLIMITED - MPLS	\$29.97	BRIAN BIERDEMAN
12/15/2015	12/17/2015	STILLWATER VETERINARY	\$73.17	BRIAN BIERDEMAN
12/17/2015	12/18/2015	AMAZON.COM AMZN.COM/BILL	(\$293.56)	BRIAN BIERDEMAN
12/18/2015	12/18/2015	ACTIVEDOGS.COM LLC	\$257.70	BRIAN BIERDEMAN
12/11/2015	12/14/2015	PCI*PATTERSON MEDICAL	\$11.68	OAKLEY BIESANZ
12/15/2015	12/16/2015	PETSMART INC 461	\$13.92	OAKLEY BIESANZ
12/15/2015	12/16/2015	PETSMART INC 461	\$29.81	OAKLEY BIESANZ
12/18/2015	12/21/2015	EDUCATIONAL INNOVATIONS I	\$224.95	OAKLEY BIESANZ
12/18/2015	12/21/2015	PAYPAL *MNATURALIST	\$25.00	OAKLEY BIESANZ
12/14/2015	12/15/2015	CUB FOODS #1599	\$10.98	NEIL BRENEMAN
12/21/2015	12/22/2015	CUB FOODS #1599	\$23.38	NEIL BRENEMAN
12/11/2015	12/14/2015	HENRIKSEN ACE HARDWARE	\$2.49	TROY BRINK
12/14/2015	12/15/2015	DIAMOND WHEEL	\$230.32	TROY BRINK
12/21/2015	12/23/2015	GRUBERS POWER EQUIPMENT	\$35.15	TROY BRINK
12/23/2015	12/28/2015	SEARS ROEBUCK 1122	\$58.24	TROY BRINK
12/23/2015	12/28/2015	OFFICEMAX/OFFICE DEPOT616	\$53.32	TROY BRINK
12/15/2015	12/16/2015	GLOCK PROFESSIONAL INC	\$250.00	SARAH BURLINGAME
12/15/2015	12/16/2015	GLOCK PROFESSIONAL INC	\$250.00	SARAH BURLINGAME
12/15/2015	12/16/2015	GLOCK PROFESSIONAL INC	\$250.00	SARAH BURLINGAME
12/15/2015	12/16/2015	GLOCK PROFESSIONAL INC	\$250.00	SARAH BURLINGAME
12/15/2015	12/16/2015	GLOCK PROFESSIONAL INC	\$250.00	SARAH BURLINGAME
12/15/2015	12/16/2015	GLOCK PROFESSIONAL INC	\$250.00	SARAH BURLINGAME
12/15/2015	12/16/2015	GLOCK PROFESSIONAL INC	\$250.00	SARAH BURLINGAME
12/15/2015	12/16/2015	GLOCK PROFESSIONAL INC	\$250.00	SARAH BURLINGAME
12/26/2015	12/28/2015	NAPA STORE 3279016	\$29.27	JOHN CAPISTRANT
12/15/2015	12/17/2015	KEEPRS INC 2	\$116.22	JOHN CARNES
12/18/2015	12/21/2015	THE HOME DEPOT 2801	(\$0.07)	SCOTT CHRISTENSON
12/18/2015	12/21/2015	THE HOME DEPOT 2801	\$1.02	SCOTT CHRISTENSON
12/21/2015	12/23/2015	WEBER AND TROSETH INC	\$377.00	SCOTT CHRISTENSON
12/21/2015	12/23/2015	WEBER AND TROSETH INC	\$179.00	SCOTT CHRISTENSON
12/21/2015	12/23/2015	WEBER AND TROSETH INC	\$48.50	SCOTT CHRISTENSON
12/21/2015	12/23/2015	WEBER AND TROSETH INC	\$104.00	SCOTT CHRISTENSON
12/21/2015	12/23/2015	WEBER AND TROSETH INC	\$377.00	SCOTT CHRISTENSON
12/21/2015	12/23/2015	WEBER AND TROSETH INC	\$410.00	SCOTT CHRISTENSON
12/22/2015	12/23/2015	VIKING ELECTRIC-CREDIT DE	(\$5.96)	SCOTT CHRISTENSON
12/22/2015	12/23/2015	VIKING ELECTRIC-CREDIT DE	(\$95.48)	SCOTT CHRISTENSON
12/22/2015	12/23/2015	MUSKA ELECTRIC CO.	\$371.20	SCOTT CHRISTENSON
12/24/2015	12/28/2015	THE HOME DEPOT 2801	\$5.09	SCOTT CHRISTENSON
12/24/2015	12/28/2015	JOHNSTONE SUPPLY	\$42.97	SCOTT CHRISTENSON
12/24/2015	12/28/2015	JOHNSTONE SUPPLY	\$74.75	SCOTT CHRISTENSON
12/15/2015	12/18/2015	MINNESOTA CHIEFS OF POLIC	\$130.00	KERRY CROTTY

12/16/2015	12/17/2015	DALCO ENTERPRISES, INC	\$110.64	CHARLES DEAVER
12/22/2015	12/24/2015	WILD BIRD STORE	\$102.69	CHARLES DEAVER
12/23/2015	12/28/2015	GARY CARLSON EQUIPMENT	\$514.86	THOMAS DEBILZAN
12/10/2015	12/14/2015	RED WING SHOE #727	\$152.99	TOM DOUGLASS
12/12/2015	12/14/2015	TACONY POWR FLITE TORNADO	\$62.90	TOM DOUGLASS
12/14/2015	12/15/2015	CERTIFIED LABORATORIES	\$438.77	TOM DOUGLASS
12/16/2015	12/17/2015	AUTOZONE3948	\$9.62	TOM DOUGLASS
12/23/2015	12/28/2015	THE HOME DEPOT 2801	\$33.99	TOM DOUGLASS
12/24/2015	12/28/2015	COMMERCIAL POOL & SPA SUP	\$326.00	TOM DOUGLASS
12/16/2015	12/17/2015	UNIFORMS UNLIMITED INC.	\$79.99	MICHAEL DUGAS
12/16/2015	12/18/2015	RED WING SHOE #727	\$200.00	DOUG EDGE
12/17/2015	12/21/2015	FIRST SHRED	\$28.00	CHRISTINE EVANS
12/17/2015	12/21/2015	OFFICE DEPOT #1090	\$9.59	CHRISTINE EVANS
12/18/2015	12/21/2015	OFFICE DEPOT #1090	\$53.13	CHRISTINE EVANS
12/18/2015	12/21/2015	OFFICE DEPOT #1170	\$4.39	CHRISTINE EVANS
12/21/2015	12/21/2015	COMCAST CABLE COMM	\$83.88	CHRISTINE EVANS
12/24/2015	12/24/2015	COMCAST CABLE COMM	\$328.70	CHRISTINE EVANS
12/19/2015	12/21/2015	WWW.THESPORTSAUTHORITY.COM	\$71.98	MARCUS FORSYTHE
12/16/2015	12/16/2015	DMI* DELL K-12/GOVT	\$976.88	MYCHAL FOWLDS
12/19/2015	12/21/2015	APL*APPLE ONLINE STORE	\$1,561.88	MYCHAL FOWLDS
12/19/2015	12/21/2015	AT SCENE LLC	\$675.00	MYCHAL FOWLDS
12/21/2015	12/22/2015	OTTERBOX/LIFEPROOF	\$155.25	MYCHAL FOWLDS
12/22/2015	12/22/2015	COMCAST CABLE COMM	\$68.95	MYCHAL FOWLDS
12/23/2015	12/24/2015	BARRACUDA NETWORKS INC	\$1,076.55	MYCHAL FOWLDS
12/11/2015	12/14/2015	IDU*INSIGHT PUBLIC SEC	\$432.24	NICK FRANZEN
12/11/2015	12/14/2015	HPE*DIRECT - PS	\$4,408.55	NICK FRANZEN
12/11/2015	12/14/2015	CBI*PIRIFORM	\$37.44	NICK FRANZEN
12/19/2015	12/21/2015	IDU*INSIGHT PUBLIC SEC	\$259.71	NICK FRANZEN
12/22/2015	12/22/2015	EACCU-TECH	\$1,662.72	NICK FRANZEN
12/24/2015	12/28/2015	IDU*INSIGHT PUBLIC SEC	\$312.35	NICK FRANZEN
12/25/2015	12/28/2015	IDU*INSIGHT PUBLIC SEC	\$449.98	NICK FRANZEN
12/25/2015	12/28/2015	IDU*INSIGHT PUBLIC SEC	\$362.66	NICK FRANZEN
12/22/2015	12/23/2015	BEST BUY MHT 00000109	\$48.17	ANTHONY GABRIEL
12/18/2015	12/21/2015	IN *BECKER FIRE & SAFETY	\$428.20	CLARENCE GERVAIS
12/10/2015	12/14/2015	GRAND CLEANERS	\$138.56	CHRISTINE GIBSON
12/14/2015	12/16/2015	HOBBY-LOBBY #563	\$69.86	CHRISTINE GIBSON
12/15/2015	12/16/2015	GRANDMAS BAKERY INC	\$48.48	CHRISTINE GIBSON
12/17/2015	12/18/2015	TARGET 00024067	\$53.55	CHRISTINE GIBSON
12/22/2015	12/23/2015	GRANDMAS BAKERY INC	\$48.48	CHRISTINE GIBSON
12/27/2015	12/28/2015	DICK'S CLOTHING&SPORTING	\$82.71	CHRISTINE GIBSON
12/11/2015	12/14/2015	HENRIKSEN ACE HARDWARE	\$19.90	MARK HAAG
12/15/2015	12/16/2015	GANDER MOUNTAIN	(\$16.07)	MARK HAAG
12/14/2015	12/15/2015	HENRIKSEN ACE HARDWARE	\$43.24	MILES HAMRE
12/11/2015	12/14/2015	FASTENAL COMPANY01	\$31.60	TAMARA HAYS
12/11/2015	12/14/2015	FASTENAL COMPANY01	\$4.73	TAMARA HAYS
12/15/2015	12/16/2015	VIKING ELECTRIC - ST PAUL	\$57.65	TAMARA HAYS
12/16/2015	12/18/2015	MENARDS OAKDALE MN	\$49.98	TAMARA HAYS
12/22/2015	12/23/2015	FASTENAL COMPANY01	\$390.00	TAMARA HAYS
12/18/2015	12/21/2015	NOR*NORTHERN TOOL	(\$289.22)	GARY HINNENKAMP
12/23/2015	12/24/2015	HENRIKSEN ACE HARDWARE	\$14.99	GARY HINNENKAMP
12/16/2015	12/16/2015	THE UPS STORE 2171	\$21.06	TIMOTHY HOFMEISTER
12/16/2015	12/17/2015	WALGREENS #01751	\$13.90	TIMOTHY HOFMEISTER
12/15/2015	12/16/2015	FRATTALLONES GRAND AVE A	\$18.57	ANN HUTCHINSON
12/21/2015	12/22/2015	LILLIE SUBURBAN NEWSPAPER	\$35.95	ANN HUTCHINSON
12/23/2015	12/24/2015	PAYPAL *MNATURALIST	\$25.00	ANN HUTCHINSON
12/10/2015	12/14/2015	TWIN CITIES APPLIANCE	\$89.95	DAVID JAHN
12/17/2015	12/18/2015	DALCO ENTERPRISES, INC	\$479.75	DAVID JAHN

12/16/2015	12/17/2015	ICMA ONLINE PURCHASES	\$966.00	LOIS KNUTSON
12/17/2015	12/21/2015	FIRST SHRED	\$47.30	LOIS KNUTSON
12/22/2015	12/22/2015	PANERA BREAD #601305	\$65.15	LOIS KNUTSON
12/24/2015	12/28/2015	PIONEER PRESS SUBSCRIPTI	\$333.98	LOIS KNUTSON
12/23/2015	12/24/2015	UNIFORMS UNLIMITED INC.	\$108.50	TOMMY KONG
12/24/2015	12/28/2015	ATLANTIC TACTICAL (NC-	\$57.89	TOMMY KONG
12/24/2015	12/28/2015	KEEPRS INC 2	\$385.30	BRETT KROLL
12/21/2015	12/22/2015	JCPENNEY.COM	\$119.95	DAVID KVAM
12/21/2015	12/23/2015	MINNESOTA SOCIETY OF PROF	\$630.00	STEVE LOVE
12/14/2015	12/14/2015	COMCAST CABLE COMM	\$173.72	STEVE LUKIN
12/20/2015	12/21/2015	REPUBLIC SERVICES TRASH	\$160.28	STEVE LUKIN
12/21/2015	12/23/2015	MENARDS OAKDALE MN	\$16.14	STEVE LUKIN
12/15/2015	12/17/2015	KEEPRS INC 2	\$385.30	JASON MARINO
12/14/2015	12/15/2015	ENTERPRISE RENT-A-CAR	\$58.93	MIKE MARTIN
12/18/2015	12/21/2015	SUPERSHUTTLE EXECUCARLAX	\$20.40	MIKE MARTIN
12/19/2015	12/21/2015	WESTIN HOTEL BONVNTR	\$867.70	MIKE MARTIN
12/12/2015	12/14/2015	DELTA AIR BAGGAGE FEE	\$25.00	MICHAEL MONDOR
12/12/2015	12/14/2015	VTS SAN FRAN TAXI	\$12.70	MICHAEL MONDOR
12/12/2015	12/17/2015	GRAND HYATT SAN DIEGO	\$1,419.89	MICHAEL MONDOR
12/14/2015	12/16/2015	BOUND TREE MEDICAL LLC	\$7.39	MICHAEL MONDOR
12/14/2015	12/16/2015	BOUND TREE MEDICAL LLC	\$525.89	MICHAEL MONDOR
12/14/2015	12/16/2015	BOUND TREE MEDICAL LLC	\$727.20	MICHAEL MONDOR
12/15/2015	12/16/2015	ARROW INTERNATIONAL	\$550.00	MICHAEL MONDOR
12/18/2015	12/21/2015	ZOLL MEDICAL CORP	\$1,024.11	MICHAEL MONDOR
12/10/2015	12/14/2015	THE HOME DEPOT 2801	\$22.88	JOHN NAUGHTON
12/11/2015	12/14/2015	THE HOME DEPOT 2801	\$23.94	JOHN NAUGHTON
12/15/2015	12/16/2015	HENRIKSEN ACE HARDWARE	\$3.59	JOHN NAUGHTON
12/16/2015	12/17/2015	VIKING ELECTRIC - ST PAUL	\$80.71	JOHN NAUGHTON
12/16/2015	12/18/2015	THE HOME DEPOT 2801	\$6.84	JOHN NAUGHTON
12/21/2015	12/23/2015	GRUBERS POWER EQUIPMENT	\$113.94	JOHN NAUGHTON
12/22/2015	12/23/2015	A-1 LAUNDRY	\$38.57	JOHN NAUGHTON
12/11/2015	12/14/2015	FACTORY MTR PTS #1	\$183.42	STEVEN PRIEM
12/11/2015	12/14/2015	AUTO PLUS LITTLE CANADA	\$105.92	STEVEN PRIEM
12/11/2015	12/14/2015	AN FORD WHITE BEAR LAK	\$852.12	STEVEN PRIEM
12/11/2015	12/14/2015	NORTHERN TOOL EQUIP-MN	\$67.99	STEVEN PRIEM
12/14/2015	12/15/2015	COMO LUBE AND SUPPLIES	\$135.88	STEVEN PRIEM
12/14/2015	12/15/2015	METRO PRODUCTS INC	\$22.12	STEVEN PRIEM
12/14/2015	12/16/2015	TARPS INC	\$48.80	STEVEN PRIEM
12/15/2015	12/16/2015	AGGRESSIVE HYDRAULICS	\$674.20	STEVEN PRIEM
12/15/2015	12/16/2015	AUTO PLUS LITTLE CANADA	\$65.40	STEVEN PRIEM
12/17/2015	12/18/2015	POMP'S TIRE #021	\$1,049.34	STEVEN PRIEM
12/17/2015	12/18/2015	FORCE AMERICA DISTRIBUTIN	\$210.64	STEVEN PRIEM
12/17/2015	12/21/2015	TRI-STATE BOBCAT	\$9.32	STEVEN PRIEM
12/18/2015	12/21/2015	AUTO PLUS LITTLE CANADA	\$51.20	STEVEN PRIEM
12/18/2015	12/21/2015	FORCE AMERICA DISTRIBUTIN	\$27.90	STEVEN PRIEM
12/21/2015	12/22/2015	FACTORY MTR PTS #1	\$183.42	STEVEN PRIEM
12/22/2015	12/23/2015	KATH HEATING AND AIR COND	\$11.00	STEVEN PRIEM
12/22/2015	12/23/2015	DELEGARD TOOL COMPANY	\$309.84	STEVEN PRIEM
12/22/2015	12/23/2015	AUTO PLUS LITTLE CANADA	\$3.85	STEVEN PRIEM
12/23/2015	12/24/2015	AUTO PLUS LITTLE CANADA	\$147.48	STEVEN PRIEM
12/23/2015	12/28/2015	MINNESOTA EQUIPMENT	\$179.76	STEVEN PRIEM
12/24/2015	12/28/2015	BAUER BUILT TIRE 18	\$553.06	STEVEN PRIEM
12/16/2015	12/17/2015	WW GRAINGER	\$51.04	KELLY PRINS
12/16/2015	12/18/2015	THE HOME DEPOT 2801	\$23.25	KELLY PRINS
12/15/2015	12/17/2015	MINNESOTA OCCUPATIONAL HE	\$214.00	TERRIE RAMEAUX
12/14/2015	12/15/2015	HILLYARD INC MINNEAPOLIS	\$1,086.38	MICHAEL REILLY
12/22/2015	12/23/2015	HILLYARD INC MINNEAPOLIS	\$624.79	MICHAEL REILLY

12/12/2015	12/14/2015	POWDER BLUE PRODUCTIONS	\$24.95	LORI RESENDIZ
12/14/2015	12/15/2015	G&K SERVICES AR	\$117.68	LORI RESENDIZ
12/14/2015	12/15/2015	POLAR ELECTRO	\$12.80	LORI RESENDIZ
12/14/2015	12/15/2015	POLAR ELECTRO	\$325.73	LORI RESENDIZ
12/14/2015	12/15/2015	CTC*CONSTANTCONTACT.COM	\$60.00	AUDRA ROBBINS
12/19/2015	12/21/2015	CUB FOODS #1599	\$46.89	AUDRA ROBBINS
12/23/2015	12/24/2015	HENRIKSEN ACE HARDWARE	\$71.94	RICK RUIZ
12/14/2015	12/15/2015	WW GRAINGER	\$5.65	ROBERT RUNNING
12/14/2015	12/16/2015	MENARDS MAPLEWOOD MN	\$25.99	ROBERT RUNNING
12/23/2015	12/24/2015	WW GRAINGER	\$16.95	ROBERT RUNNING
12/16/2015	12/17/2015	LILLIE SUBURBAN NEWSPAPER	\$108.00	DEB SCHMIDT
12/18/2015	12/21/2015	HOLIDAY STNSTORE 0107	\$28.21	PAUL SCHNELL
12/23/2015	12/24/2015	WEATHERTECH MACNEIL	\$197.90	PAUL SCHNELL
12/11/2015	12/14/2015	ON SITE SANITATION INC	(\$85.50)	SCOTT SCHULTZ
12/11/2015	12/14/2015	CINTAS 60A SAP	\$80.96	SCOTT SCHULTZ
12/11/2015	12/14/2015	CINTAS 60A SAP	\$110.71	SCOTT SCHULTZ
12/15/2015	12/16/2015	REPUBLIC SERVICES TRASH	\$373.34	SCOTT SCHULTZ
12/15/2015	12/18/2015	MINNESOTA CHIEFS OF POLIC	\$130.00	MICHAEL SHORTREED
12/18/2015	12/21/2015	UNIFORMS UNLIMITED INC.	\$16.99	MICHAEL SHORTREED
12/18/2015	12/21/2015	UNIFORMS UNLIMITED INC.	\$125.98	MICHAEL SHORTREED
12/23/2015	12/24/2015	CORPORATE MARK INC.	\$285.00	MICHAEL SHORTREED
12/15/2015	12/17/2015	OFFICE DEPOT #1090	\$76.63	ANDREA SINDT
12/16/2015	12/17/2015	USPS 26834500133401316	\$5.95	ANDREA SINDT
12/11/2015	12/14/2015	OSI*DISCOUNTSAFETYGEAR	\$72.99	DAVID SWAN
12/11/2015	12/14/2015	RED WING SHOE #727	\$135.99	DAVID SWAN
12/16/2015	12/18/2015	RED WING SHOE #727	\$199.48	TODD TEVLIN
12/22/2015	12/23/2015	AMAZON MKTPLACE PMTS	\$340.72	PAUL THEISEN
12/17/2015	12/21/2015	OFFICE DEPOT #1079	\$11.49	KAREN WACHAL
12/23/2015	12/24/2015	FASTENAL COMPANY01	\$365.62	JEFF WILBER
12/17/2015	12/17/2015	ULINE *SHIP SUPPLIES	(\$48.09)	TAMMY WYLIE
12/17/2015	12/17/2015	ULINE *SHIP SUPPLIES	(\$45.42)	TAMMY WYLIE
12/24/2015	12/24/2015	ULINE *SHIP SUPPLIES	\$83.39	TAMMY WYLIE

\$42,236.21

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

01/14/2016

<b>Check</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	
96637	01/12/2016	03818	MEDICA	MONTHLY PREMIUM - JANUARY	162,197.92
96638	01/19/2016	00120	AQUA LOGIC INC	REPAIR SPA UV AT MCC	2,177.02
96639	01/19/2016	04137	THE EDGE MARTIAL ARTS	KARATE INSTRUCTION NOV-DEC	1,118.00
96640	01/19/2016	05028	ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-JAN	397.00
	01/19/2016	05028	ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - JAN	369.00
96641	01/19/2016	00687	HUGO'S TREE CARE INC	TREE CUTTING/TRIMMING - GETON	850.00
96642	01/19/2016	05353	MANSFIELD OIL CO	CONTRACT GASOLINE - JANUARY	11,048.32
	01/19/2016	05353	MANSFIELD OIL CO	CONTRACT DIESEL - JANUARY	8,135.09
96643	01/19/2016	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 1/9 & 1/10	1,697.00
96644	01/19/2016	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - DECEMBER	30,453.91
	01/19/2016	01337	RAMSEY COUNTY-PROP REC & REV	CAD SERVICES - DECEMBER	5,824.07
	01/19/2016	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEES - DECEMBER	458.64
	01/19/2016	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEES - DECEMBER	427.44
96645	01/19/2016	02274	SPRINT	PHONE TRACKING SRVS CN 15033217	30.00
96646	01/19/2016	04845	TENNIS SANITATION LLC	RECYCLING FEE - DECEMBER	38,939.25
96647	01/19/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0371999	694.38
	01/19/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0371083	565.85
	01/19/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0328559	264.90
	01/19/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0395052	183.04
	01/19/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0380041	104.78
	01/19/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0373496	93.09
	01/19/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0349366	67.71
	01/19/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0395065	64.15
96648	01/19/2016	00025	ABLE FENCE INC	K-9 UNIT KENNEL	1,425.00
96649	01/19/2016	05559	APPRIZE TECHNOLOGY SOLUTIONS	ELECT ENROLLMENT ADMIN FEE - JAN	300.00
96650	01/19/2016	04851	B M I GENERAL LICENSING	LICENSING TO PLAY MUSIC AT MCC 2016	336.00
96651	01/19/2016	05369	CINTAS CORPORATION #470	ULTRA CLEAN SERVICE - CITY HALL	462.53
	01/19/2016	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	124.98
96652	01/19/2016	00464	EMERGENCY AUTOMOTIVE TECH, INC	SQUAD BUILD UP #998 2016 FORD ESCAPE	2,515.11
	01/19/2016	00464	EMERGENCY AUTOMOTIVE TECH, INC	SQUAD BUILD UP #905 2016 CHEV MALIBU	2,369.60
	01/19/2016	00464	EMERGENCY AUTOMOTIVE TECH, INC	SQUAD BUILD UP #902 2016 FORD FUSION	2,359.25
96653	01/19/2016	05615	EXCLAIMER LTD,	SIGNATURE MANAGER EXCHANGE	2,374.00
96654	01/19/2016	00531	FRA-DOR INC.	FILL FOR WICKLANDER STORM REPAIR	362.10
96655	01/19/2016	00846	LANGUAGE LINE SERVICES	PD PHONE-BASED INTERPRETIVE SRVS	79.82
96656	01/19/2016	00910	M S S A	MEMBERSHIP RENEWAL	50.00
96657	01/19/2016	03151	PETTY CASH	POLICE DEPT BUY FUND	278.50
	01/19/2016	03151	PETTY CASH	REPLENISH PETTY CASH	148.64
96658	01/19/2016	00396	MN DEPT OF PUBLIC SAFETY	SRVS (CJDN) PROVIDED TO PD-4TH QTR	1,920.00
96659	01/19/2016	01345	RAMSEY COUNTY	FILING FEES FOR RECORDING W/COUNTY	784.50
96660	01/19/2016	01338	RAMSEY COUNTY-VITAL RECORDS	RECORDING OF COMMISSION - R BEGGS	20.00
96661	01/19/2016	03446	RICK JOHNSON DEER & BEAVER INC	DEER PICK UP - DECEMBER	460.00
96662	01/19/2016	02001	CITY OF ROSEVILLE	FIBER OPTIC SPLICING - S FIRE STATION	7,191.20
96663	01/19/2016	00006	SILVER FIT	REFUND J REVERE MEMBERSHIP	365.30
96664	01/19/2016	00198	ST PAUL REGIONAL WATER SRVS	AUTO FIRE BASE CHARGE - 2016	880.22
96665	01/19/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-003	373.26
	01/19/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-011	363.60
	01/19/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-002	274.57
	01/19/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-001	269.00
	01/19/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-005	265.19
	01/19/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-004	223.43
	01/19/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-010	86.40
96666	01/19/2016	00449	TYLER TECHNOLOGIES INC	EDEN SYS SUPPORT CONTRACT 2016	55,544.39
96667	01/19/2016	05614	UNITED TEXTILES, INC.	POLY-PRO WEBBING STRAPS	27.00
96668	01/19/2016	04357	UNIVERSAL HOSPITAL SRVS, INC.	BIOMEDICAL SERVICE	787.50
96669	01/19/2016	02464	US BANK	PAYING AGENT FEES	450.00

G1, Attachments

96670	01/19/2016	00063	VERIZON WIRELESS	MONTHLY PMT 11/17 - 12/16	7,847.40
96671	01/19/2016	05541	WENCK ASSOCIATES, INC.	HWY 61 & CO RD B STATION MPCA WORK	912.37
96672	01/19/2016	02159	WHITE BEAR AREA YMCA	MGMT & MARKETING SRVS MCC	19,519.50
96673	01/19/2016	05013	YALE MECHANICAL LLC	REPAIR TO AHU - CITY HALL	4,162.50

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382,073.42

**37 Checks in this report.**

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

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/11/2016	MN State Treasurer	Drivers License/Deputy Registrar	22,716.55
1/12/2016	MN State Treasurer	Drivers License/Deputy Registrar	38,113.51
1/13/2016	Delta Dental	Dental Premium	2,174.75
1/13/2016	MN State Treasurer	Drivers License/Deputy Registrar	26,600.13
1/14/2016	MN State Treasurer	Drivers License/Deputy Registrar	44,249.61
1/15/2016	Optum Health	DCRP & Flex plan payments	7,234.92
1/15/2016	ICMA (Vantagepointe)	Deferred Compensation	4,768.00
1/15/2016	US Bank VISA One Card*	Purchasing card items	33,760.97
1/15/2016	US Bank Merchant Services	Credit Card Billing fee	101.65
1/15/2016	MN State Treasurer	Drivers License/Deputy Registrar	34,609.55
1/15/2016	MN Dept of Natural Resources	DNR electronic licenses	1,715.00
1/15/2016	Pitney Bowes	Postage	2,985.00
			219,029.64

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
12/31/2015	01/04/2016	UNIFORMS UNLIMITED INC.	\$13.00	PAUL BARTZ
01/02/2016	01/04/2016	OPTICS PLANET INC	\$152.99	PAUL BARTZ
12/23/2015	12/29/2015	PAKOR, INC.	\$446.40	REGAN BEGGS
01/06/2016	01/08/2016	OFFICE DEPOT #1090	\$14.69	REGAN BEGGS
01/06/2016	01/08/2016	OFFICE DEPOT #1090	\$43.72	REGAN BEGGS
12/30/2015	01/04/2016	SHOE DEPT ENCORE 1593	\$49.99	STANLEY BELDE
12/30/2015	01/04/2016	KEEPRS INC 2	\$385.30	MARKESE BENJAMIN
01/06/2016	01/06/2016	APL* ITUNES.COM/BILL	\$13.90	CHAD BERGO
12/28/2015	12/29/2015	SQ *POLICE SERVICE DOGS,	\$746.56	BRIAN BIERDEMAN
12/30/2015	01/04/2016	L A POLICE GEAR INC	(\$89.99)	BRIAN BIERDEMAN
12/28/2015	12/29/2015	EPIC SPORTS, INC.	\$237.92	NEIL BRENEMAN
12/29/2015	12/30/2015	HENRIKSEN ACE HARDWARE	\$34.29	NEIL BRENEMAN
01/04/2016	01/05/2016	FLAGHOUSE INC	\$155.76	NEIL BRENEMAN
01/05/2016	01/06/2016	TARGET 00011858	\$39.49	NEIL BRENEMAN
01/05/2016	01/06/2016	CVS/PHARMACY #01751	\$4.39	NEIL BRENEMAN
01/07/2016	01/08/2016	HENRIKSEN ACE HARDWARE	\$10.48	JOHN CAPISTRANT
01/05/2016	01/05/2016	U OF M CONTLEARNING	\$390.00	NICHOLAS CARVER
01/05/2016	01/06/2016	MINNESOTAS BOOKSTORE	\$213.00	NICHOLAS CARVER
12/30/2015	12/31/2015	VIKING ELECTRIC-CREDIT DE	\$122.08	SCOTT CHRISTENSON
12/31/2015	01/04/2016	VIKING ELECTRIC-CREDIT DE	\$10.74	SCOTT CHRISTENSON
01/07/2016	01/08/2016	STATE SUPPLY	\$1,094.82	SCOTT CHRISTENSON
01/06/2016	01/07/2016	FRATTALLONES WOODBURY AC	\$12.83	CHARLES DEEVER
12/28/2015	12/29/2015	U OF M CCE NONCREDIT	\$45.00	THOMAS DEBILZAN
12/28/2015	12/30/2015	ELECTRIC MOTOR REPAIR INC	\$125.00	TOM DOUGLASS
12/28/2015	12/30/2015	THE HOME DEPOT 2801	\$15.32	TOM DOUGLASS
12/29/2015	12/30/2015	HENRIKSEN ACE HARDWARE	\$4.00	TOM DOUGLASS
12/31/2015	01/04/2016	COMMERCIAL POOL & SPA SUP	\$286.00	TOM DOUGLASS
01/05/2016	01/06/2016	TRI-DIM FILTER CORP	\$594.89	TOM DOUGLASS
01/05/2016	01/06/2016	WW GRAINGER	\$75.98	TOM DOUGLASS
01/07/2016	01/08/2016	MINNESOTA ELEVATOR INC	\$1,765.99	TOM DOUGLASS
01/07/2016	01/08/2016	NUCO2 LLC	\$152.81	TOM DOUGLASS
01/07/2016	01/08/2016	NUCO2 LLC	\$182.19	TOM DOUGLASS
01/07/2016	01/08/2016	NUCO2 LLC	\$185.09	TOM DOUGLASS
01/07/2016	01/08/2016	NUCO2 LLC	\$186.26	TOM DOUGLASS
01/07/2016	01/08/2016	NUCO2 LLC	\$187.13	TOM DOUGLASS
01/08/2016	01/08/2016	ICON CUST SER8888519413	\$97.25	TOM DOUGLASS
01/06/2016	01/08/2016	THE HOME DEPOT 2801	\$40.45	DOUG EDGE
12/30/2015	12/31/2015	MINNESOTA KARATE SUPPLIES	\$69.63	MARCUS FORSYTHE
12/30/2015	12/31/2015	BEST BUY 00000075	\$53.55	MYCHAL FOWLDS
12/31/2015	01/04/2016	APL*APPLE ONLINE STORE	\$780.94	MYCHAL FOWLDS
12/31/2015	01/04/2016	WRIKE.COM	\$470.00	MYCHAL FOWLDS
01/04/2016	01/06/2016	MAVERICKLABEL.COM	\$175.43	MYCHAL FOWLDS
12/29/2015	12/30/2015	APL*APPLE ONLINE STORE	\$36.42	NICK FRANZEN
12/29/2015	12/30/2015	APL*APPLE ONLINE STORE	\$2,372.82	NICK FRANZEN
12/29/2015	12/30/2015	APL*APPLE ONLINE STORE	\$205.42	NICK FRANZEN
12/27/2015	12/29/2015	ACE OF SALES	\$20.00	CHRISTINE GIBSON
12/29/2015	12/30/2015	PARTY CITY #768	\$54.75	CHRISTINE GIBSON
12/29/2015	12/30/2015	GRANDMAS BAKERY INC	\$32.32	CHRISTINE GIBSON
12/30/2015	12/31/2015	TARGET 00024067	\$39.99	CHRISTINE GIBSON
12/30/2015	12/31/2015	PIONEER PRESS ADVERTISING	\$325.00	CHRISTINE GIBSON
12/30/2015	01/04/2016	STAPLES 00118836	\$110.47	CHRISTINE GIBSON
12/30/2015	01/04/2016	GRAND CLEANERS	\$38.80	CHRISTINE GIBSON
12/30/2015	01/04/2016	HOBBY-LOBBY #563	\$24.01	CHRISTINE GIBSON
12/31/2015	01/04/2016	TJMAXX #0328	\$48.00	CHRISTINE GIBSON
12/31/2015	01/04/2016	HOBBY LOBBY #587	\$91.01	CHRISTINE GIBSON
12/31/2015	01/04/2016	PIONEER PRESS ADVERTISING	\$325.00	CHRISTINE GIBSON
01/02/2016	01/04/2016	OFFICEMAX/OFFICEDEPOT #63	\$26.99	CHRISTINE GIBSON

01/05/2016	01/06/2016	GRANDMAS BAKERY INC	\$32.32	CHRISTINE GIBSON
01/05/2016	01/07/2016	TJMAXX #0328	(\$48.00)	CHRISTINE GIBSON
01/06/2016	01/08/2016	HOBBY LOBBY #587	\$17.43	CHRISTINE GIBSON
12/30/2015	12/31/2015	AMZ*SPORTSUNLIMITED	\$75.94	TIMOTHY HAWKINSON JR.
01/04/2016	01/05/2016	VIKING INDUSTRIAL CENTER	\$388.07	TAMARA HAYS
01/04/2016	01/05/2016	ACME TOOLS #220	\$58.87	TAMARA HAYS
01/05/2016	01/06/2016	VIKING INDUSTRIAL CENTER	\$37.04	TAMARA HAYS
01/06/2016	01/07/2016	HENRIKSEN ACE HARDWARE	\$13.49	GARY HINNENKAMP
12/28/2015	12/30/2015	THE HOME DEPOT 2801	\$64.18	TIMOTHY HOFMEISTER
12/28/2015	12/29/2015	DAVIS LOCK & SAFE	\$45.00	DAVID JAHN
01/06/2016	01/07/2016	TARGET 00011858	\$52.97	DAVID JAHN
12/29/2015	12/30/2015	CUB FOODS #1599	\$4.69	MEGHAN JANASZAK
12/29/2015	12/31/2015	LITTLE CAESARS 1456 0006	\$16.07	MEGHAN JANASZAK
12/31/2015	01/04/2016	PIONEER PRESS SUBSCRIPTI	\$312.00	LOIS KNUTSON
12/31/2015	01/04/2016	FIRST SHRED	\$61.60	LOIS KNUTSON
12/29/2015	12/31/2015	BROWNELLS INC	\$57.93	TOMMY KONG
12/30/2015	12/31/2015	SQ *STITCH AND CLEA	\$42.64	TOMMY KONG
12/28/2015	12/29/2015	AN FORD WHITE BEAR LAK	\$47.08	NICHOLAS KREKELER
12/28/2015	12/29/2015	AN FORD WHITE BEAR LAK	\$188.33	NICHOLAS KREKELER
01/04/2016	01/06/2016	THE HOME DEPOT 2801	\$8.55	NICHOLAS KREKELER
12/30/2015	12/31/2015	1TEL.COM TRANSACTION FEE	\$13.19	DAVID KVAM
12/30/2015	12/31/2015	1TEL.COM PER CALL FEE	\$1.80	DAVID KVAM
01/02/2016	01/04/2016	COMCAST CABLE COMM	\$73.82	DAVID KVAM
01/06/2016	01/07/2016	MINNESOTACO	\$172.21	DAVID KVAM
01/06/2016	01/08/2016	FBI NATIONAL ACADEMY ASSO	\$85.00	DAVID KVAM
01/07/2016	01/08/2016	THOMSON WEST*TCD	\$337.49	DAVID KVAM
12/28/2015	12/29/2015	EMERGENCY APPARATUS MAINT	\$3,589.65	STEVE LUKIN
12/29/2015	12/31/2015	MENARDS MAPLEWOOD MN	\$55.76	STEVE LUKIN
01/02/2016	01/04/2016	COMCAST CABLE COMM	\$2.25	STEVE LUKIN
01/06/2016	01/06/2016	AIRGASS NORTH	\$28.47	STEVE LUKIN
01/07/2016	01/08/2016	FEDEXOFFICE 00006171	\$40.94	STEVE LUKIN
01/07/2016	01/08/2016	AIRGASS NORTH	\$224.31	STEVE LUKIN
01/07/2016	01/08/2016	AIRGASS NORTH	\$103.41	STEVE LUKIN
12/31/2015	01/04/2016	221B RESOURCES LLC	\$89.99	JASON MARINO
12/31/2015	01/04/2016	AMAZON.COM	\$42.00	JASON MARINO
01/04/2016	01/06/2016	221B RESOURCES LLC	(\$13.50)	JASON MARINO
12/29/2015	12/29/2015	GALCO INTERNATIONAL, L	\$40.90	GLEN MCCARTY
12/30/2015	12/30/2015	GALCO INTERNATIONAL, L	(\$40.90)	GLEN MCCARTY
12/30/2015	12/31/2015	UNIFORMS UNLIMITED INC.	\$209.98	BRIAN MICHELETTI
01/06/2016	01/06/2016	ULINE *SHIP SUPPLIES	\$827.00	MICHAEL MONDOR
01/06/2016	01/07/2016	HENRIKSEN ACE HARDWARE	\$5.39	RICHARD NORDQUIST
12/29/2015	12/29/2015	AMAZON.COM AMZN.COM/BILL	\$19.85	MICHAEL NYE
12/31/2015	01/04/2016	RED WING SHOE #727	\$200.00	JORDAN ORE
12/28/2015	12/29/2015	U OF M CCE NONCREDIT	\$65.00	ERICK OSWALD
12/29/2015	12/30/2015	MAGPUL INDUSTRIES CORP	\$60.79	JAMES PARKER
12/29/2015	12/31/2015	BROWNELLS INC	\$80.94	JAMES PARKER
01/05/2016	01/07/2016	NAPA STORE 3279016	\$2.99	ROBERT PETERSON
12/28/2015	12/29/2015	OXYGEN SERVICE COMPANY,	\$251.17	STEVEN PRIEM
12/28/2015	12/29/2015	FACTORY MTR PTS #1	\$173.80	STEVEN PRIEM
12/28/2015	12/30/2015	WHEELCO BRAKE &SUPPLY	\$21.26	STEVEN PRIEM
12/29/2015	12/31/2015	TRI-STATE BOBCAT	\$92.22	STEVEN PRIEM
12/30/2015	12/31/2015	TOWMASTER	\$1,384.59	STEVEN PRIEM
01/04/2016	01/06/2016	MENARDS MAPLEWOOD MN	\$9.95	STEVEN PRIEM
01/05/2016	01/06/2016	DELEGARD TOOL COMPANY	(\$309.84)	STEVEN PRIEM
01/05/2016	01/06/2016	AUTO PLUS LITTLE CANADA	\$124.12	STEVEN PRIEM
01/05/2016	01/06/2016	AN FORD WHITE BEAR LAK	\$1,336.50	STEVEN PRIEM
01/05/2016	01/06/2016	AN FORD WHITE BEAR LAK	\$53.97	STEVEN PRIEM
01/06/2016	01/07/2016	WINTER EQUIPMENT CO	\$1,668.59	STEVEN PRIEM

01/06/2016	01/07/2016	HENRIKSEN ACE HARDWARE	\$6.00	STEVEN PRIEM
01/06/2016	01/07/2016	AUTO PLUS LITTLE CANADA	\$208.90	STEVEN PRIEM
01/07/2016	01/08/2016	AUTO PLUS LITTLE CANADA	\$121.16	STEVEN PRIEM
01/07/2016	01/08/2016	AN FORD WHITE BEAR LAK	\$175.53	STEVEN PRIEM
12/31/2015	01/04/2016	WALLY S UPHOLS80110026	\$350.00	KELLY PRINS
01/05/2016	01/07/2016	THE HOME DEPOT 2801	\$38.38	KELLY PRINS
12/31/2015	01/04/2016	HILLYARD INC MINNEAPOLIS	\$95.13	MICHAEL REILLY
01/05/2016	01/06/2016	DALCO ENTERPRISES, INC	\$387.04	MICHAEL REILLY
01/05/2016	01/06/2016	HILLYARD INC MINNEAPOLIS	\$857.90	MICHAEL REILLY
12/29/2015	12/31/2015	APPOINTMENT-PLUS/STORMSOU	\$49.00	LORI RESENDIZ
01/02/2016	01/04/2016	PPL*INSANITY	\$32.23	LORI RESENDIZ
01/05/2016	01/06/2016	TARGET 00011858	\$130.00	LORI RESENDIZ
01/07/2016	01/07/2016	LES MILLS WEST COAST	\$270.00	LORI RESENDIZ
01/05/2016	01/07/2016	L A POLICE GEAR INC	(\$2.99)	BRADLEY REZNY
01/05/2016	01/07/2016	L A POLICE GEAR INC	(\$149.98)	BRADLEY REZNY
12/28/2015	12/29/2015	CUB FOODS #1599	\$38.38	AUDRA ROBBINS
12/29/2015	12/30/2015	CVS/PHARMACY #04573	\$4.02	AUDRA ROBBINS
12/29/2015	12/31/2015	FLAHERTYS ARDEN BOWL	\$72.00	AUDRA ROBBINS
01/05/2016	01/06/2016	TARGET 00011858	\$21.40	AUDRA ROBBINS
01/05/2016	01/06/2016	FASTENAL COMPANY01	\$267.86	ROBERT RUNNING
01/05/2016	01/07/2016	GARY CARLSON EQUIPMENT	\$154.82	ROBERT RUNNING
01/06/2016	01/07/2016	WINNICK SUPPLY	\$222.93	ROBERT RUNNING
01/07/2016	01/08/2016	A & K EQUIPMENT CO	\$165.10	ROBERT RUNNING
01/04/2016	01/05/2016	LILLIE SUBURBAN NEWSPAPER	\$74.25	DEB SCHMIDT
01/02/2016	01/04/2016	DOWNTOWNER CAR WASH	\$20.44	PAUL SCHNELL
01/05/2016	01/07/2016	MINNESOTA CHIEFS OF POLIC	\$320.00	PAUL SCHNELL
01/05/2016	01/07/2016	IACP	\$150.00	PAUL SCHNELL
01/07/2016	01/08/2016	NATIONAL NIGHT OUT	\$35.00	PAUL SCHNELL
12/29/2015	12/31/2015	SPOK INC	\$16.10	SCOTT SCHULTZ
12/30/2015	12/31/2015	R J THOMAS MFG CO INC	\$949.00	SCOTT SCHULTZ
12/30/2015	12/31/2015	FLEXIBLE PIPE TOOL COMPAN	\$226.00	SCOTT SCHULTZ
01/04/2016	01/06/2016	ON SITE SANITATION INC	\$57.00	SCOTT SCHULTZ
01/04/2016	01/06/2016	OFFICE DEPOT #1090	\$87.99	FAITH SHEPPERD
12/30/2015	12/31/2015	WEATHERTECH MACNEIL	\$214.90	MICHAEL SHORTREED
12/30/2015	01/04/2016	OFFICE DEPOT #1090	\$322.10	ANDREA SINDT
01/06/2016	01/07/2016	CUB FOODS #1599	\$15.98	ROBERT STARKEY
01/05/2016	01/05/2016	U OF M CONTLEARNING	\$260.00	DAVID SWAN
12/28/2015	12/30/2015	RGHT FIT RUNNING	\$100.00	PAUL THEISEN
12/29/2015	12/30/2015	USPS 26833800033400730	\$81.14	KAREN WACHAL
12/31/2015	01/04/2016	AMAZON MKTPLACE PMTS	\$39.99	JAY WENZEL
01/06/2016	01/08/2016	UPS (800) 811-1648	\$111.91	TAMMY WYLIE
01/07/2016	01/08/2016	TARGET 00011858	\$12.84	TAMMY WYLIE
01/07/2016	01/08/2016	NBF*NATL BIZ FURNITURE	\$565.62	TAMMY WYLIE
12/30/2015	12/31/2015	GANDER MOUNTAIN	\$214.23	KAO XIONG
01/03/2016	01/04/2016	QUILL CORPORATION	\$5.99	SUSAN ZWIEG
01/06/2016	01/07/2016	QUILL CORPORATION	\$177.25	SUSAN ZWIEG
01/06/2016	01/07/2016	DALCO ENTERPRISES, INC	\$240.90	SUSAN ZWIEG

\$33,760.97

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

<u>CHECK #</u>	<u>CHECK</u>	<u>EMPLO</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversio</u>
	01/15/16	ABRAMS, MARYLEE	273.78	
	01/15/16	JUENEMANN, KATHLEEN	273.78	
	01/15/16	SLAWIK, NORA	311.06	
	01/15/16	SMITH, BRYAN	273.78	
	01/15/16	XIONG, TOU	273.78	
	01/15/16	COLEMAN, MELINDA	5,925.56	
	01/15/16	FUNK, MICHAEL	5,079.30	
	01/15/16	KNUTSON, LOIS	2,503.61	
	01/15/16	CHRISTENSON, SCOTT	2,477.42	
	01/15/16	JAHN, DAVID	1,980.71	
	01/15/16	BURLINGAME, SARAH	2,409.30	
	01/15/16	KNUTSON, ALEC	234.00	
	01/15/16	RAMEAUX, THERESE	3,283.59	
	01/15/16	BAUMAN, GAYLE	5,177.29	
	01/15/16	OSWALD, BRENDA	2,079.05	
	01/15/16	ANDERSON, CAROLE	1,383.67	
	01/15/16	DEBILZAN, JUDY	2,260.19	
	01/15/16	RUEB, JOSEPH	3,180.20	
	01/15/16	ARNOLD, AJLA	694.59	
	01/15/16	BEGGS, REGAN	1,857.73	54.52
	01/15/16	HAAG, KAREN	4,860.99	
	01/15/16	LO, CHING	1,078.61	
	01/15/16	SCHMIDT, DEBORAH	3,248.90	
	01/15/16	CRAWFORD, LEIGH	1,944.99	
	01/15/16	LARSON, MICHELLE	2,022.62	
	01/15/16	MECHELKE, SHERRIE	1,324.21	
	01/15/16	MOY, PAMELA	1,710.28	
	01/15/16	OSTER, ANDREA	2,029.51	
	01/15/16	RICHTER, CHARLENE	1,474.05	
	01/15/16	VITT, SANDRA	1,582.39	
	01/15/16	WEAVER, KRISTINE	2,509.69	
	01/15/16	CORCORAN, THERESA	2,024.90	
	01/15/16	KVAM, DAVID	4,506.18	
	01/15/16	SCHNELL, PAUL	5,196.61	
	01/15/16	SHEA, STEPHANIE	1,595.39	
	01/15/16	SHEPPERD, FAITH	2,003.88	
	01/15/16	SHORTREED, MICHAEL	4,379.47	
	01/15/16	WYLIE, TAMMY	1,784.20	
	01/15/16	ABEL, CLINT	3,174.82	
	01/15/16	ALDRIDGE, MARK	3,435.06	
	01/15/16	BAKKE, LONN	3,359.36	
	01/15/16	BARTZ, PAUL	3,359.36	
	01/15/16	BELDE, STANLEY	3,387.98	
	01/15/16	BENJAMIN, MARKESE	3,294.79	

01/15/16	BIERDEMAN, BRIAN	3,743.94	
01/15/16	BUSACK, DANIEL	3,924.86	
01/15/16	CARNES, JOHN	2,974.48	73.00
01/15/16	CROTTY, KERRY	4,125.61	
01/15/16	DEMULLING, JOSEPH	3,874.16	
01/15/16	DUGAS, MICHAEL	3,749.87	
01/15/16	ERICKSON, VIRGINIA	3,528.79	
01/15/16	FISHER, CASSANDRA	1,270.52	
01/15/16	FORSYTHE, MARCUS	3,061.71	
01/15/16	FRITZE, DEREK	3,493.45	
01/15/16	GABRIEL, ANTHONY	4,255.38	
01/15/16	HAWKINSON JR, TIMOTHY	3,407.80	
01/15/16	HER, PHENG	3,117.04	
01/15/16	HIEBERT, STEVEN	3,387.98	
01/15/16	HOEMKE, MICHAEL	2,963.74	
01/15/16	HOFMEISTER, TIMOTHY	496.00	
01/15/16	JAMES JR, JUSTIN	464.00	
01/15/16	JASKOWIAK, AMANDA	480.00	
01/15/16	JOHNSON, KEVIN	3,889.94	
01/15/16	KONG, TOMMY	3,362.07	
01/15/16	KREKELER, NICHOLAS	1,007.38	
01/15/16	KROLL, BRETT	3,530.48	
01/15/16	LANGNER, SCOTT	3,131.37	
01/15/16	LANGNER, TODD	3,083.09	
01/15/16	LYNCH, KATHERINE	3,094.17	
01/15/16	MARINO, JASON	3,448.58	
01/15/16	MCCARTY, GLEN	3,363.41	
01/15/16	METRY, ALESIA	3,697.79	
01/15/16	MICHELETTI, BRIAN	2,921.06	
01/15/16	MULVIHILL, MARIA	2,545.70	
01/15/16	NYE, MICHAEL	3,985.67	
01/15/16	OLDING, PARKER	2,739.92	
01/15/16	OLSON, JULIE	3,131.37	
01/15/16	PARKER, JAMES	3,075.72	
01/15/16	PETERSON, JARED	2,551.88	
01/15/16	REZNY, BRADLEY	3,411.25	
01/15/16	SCHOEN, ZACHARY	3,290.17	
01/15/16	SLATER, BENJAMIN	2,559.93	
01/15/16	STARKEY, ROBERT	478.50	
01/15/16	STEINER, JOSEPH	4,110.93	
01/15/16	SYPNIEWSKI, WILLIAM	3,407.80	
01/15/16	TAUZELL, BRIAN	3,255.38	
01/15/16	THEISEN, PAUL	3,302.13	
01/15/16	THIENES, PAUL	4,026.95	
01/15/16	VANG, PAM	2,169.16	
01/15/16	WENZEL, JAY	3,405.52	
01/15/16	XIONG, KAO	3,131.37	
01/15/16	ZAPPA, ANDREW	2,072.55	
01/15/16	ANDERSON, BRIAN	318.30	
01/15/16	BAHL, DAVID	292.50	
01/15/16	BASSETT, BRENT	154.33	
01/15/16	BAUMAN, ANDREW	3,132.69	
01/15/16	BEITLER, NATHAN	128.60	
01/15/16	BOURQUIN, RON	1,054.73	

01/15/16	CAPISTRANT, JACOB	263.64
01/15/16	CAPISTRANT, JOHN	502.50
01/15/16	COREY, ROBERT	308.67
01/15/16	CRAWFORD - JR, RAYMOND	3,361.63
01/15/16	CRUMMY, CHARLES	205.76
01/15/16	DABRUZZI, THOMAS	2,958.46
01/15/16	DAWSON, RICHARD	4,005.62
01/15/16	EVERSON, PAUL	4,928.31
01/15/16	HAGEN, MICHAEL	514.40
01/15/16	HALE, JOSEPH	382.50
01/15/16	HALWEG, JODI	3,883.94
01/15/16	HAWTHORNE, ROCHELLE	3,200.05
01/15/16	HUTCHINSON, JAMES	532.50
01/15/16	JANSEN, CHAD	456.56
01/15/16	KANE, ROBERT	926.25
01/15/16	KARRAS, JAMIE	154.33
01/15/16	KERSKA, JOSEPH	334.38
01/15/16	KONDER, RONALD	591.58
01/15/16	KUBAT, ERIC	3,165.17
01/15/16	LINDER, TIMOTHY	4,142.55
01/15/16	MONDOR, MICHAEL	3,985.69
01/15/16	MORGAN, JEFFERY	254.23
01/15/16	NEILY, STEVEN	437.26
01/15/16	NIELSEN, KENNETH	17.00
01/15/16	NOVAK, JEROME	4,235.65
01/15/16	NOWICKI, PAUL	102.88
01/15/16	OLSON, JAMES	1,501.92
01/15/16	OPHEIM, JOHN	641.25
01/15/16	PACHECO, ALPHONSE	154.33
01/15/16	PARROW, JOSHUA	154.33
01/15/16	PETERSON, MARK	993.75
01/15/16	PETERSON, ROBERT	3,424.22
01/15/16	POWERS, KENNETH	874.49
01/15/16	RAINEY, JAMES	1,509.81
01/15/16	RODRIGUEZ, ROBERTO	308.64
01/15/16	SEDLACEK, JEFFREY	3,965.50
01/15/16	STREFF, MICHAEL	3,789.22
01/15/16	SVENDSEN, RONALD	5,268.24
01/15/16	GERVAIS-JR, CLARENCE	4,239.86
01/15/16	LUKIN, STEVEN	4,939.44
01/15/16	ZWIEG, SUSAN	1,238.00
01/15/16	CORTESI, LUANNE	2,022.59
01/15/16	SINDT, ANDREA	2,654.60
01/15/16	BRINK, TROY	2,621.04
01/15/16	BUCKLEY, BRENT	3,006.25
01/15/16	DEBILZAN, THOMAS	2,924.93
01/15/16	EDGE, DOUGLAS	3,512.15
01/15/16	JONES, DONALD	2,784.59
01/15/16	MEISSNER, BRENT	2,770.79
01/15/16	NAGEL, BRYAN	3,814.30
01/15/16	OSWALD, ERICK	3,098.55
01/15/16	RUIZ, RICARDO	2,420.55
01/15/16	RUNNING, ROBERT	3,052.47
01/15/16	TEVLIN, TODD	2,778.79

01/15/16	BURLINGAME, NATHAN	2,586.41	
01/15/16	DUCHARME, JOHN	2,917.51	
01/15/16	ENGSTROM, ANDREW	2,938.09	
01/15/16	JAROSCH, JONATHAN	3,353.83	
01/15/16	LINDBLOM, RANDAL	2,917.51	
01/15/16	LOVE, STEVEN	4,110.02	79.35
01/15/16	THOMPSON, MICHAEL	5,152.44	
01/15/16	ZIEMAN, SCOTT	304.00	
01/15/16	JANASZAK, MEGHAN	1,988.19	
01/15/16	KONEWKO, DUWAYNE	4,922.81	
01/15/16	SONNEK, MELISSA	915.00	
01/15/16	HAMRE, MILES	2,111.48	
01/15/16	HAYS, TAMARA	1,893.45	
01/15/16	HINNENKAMP, GARY	3,117.42	
01/15/16	NAUGHTON, JOHN	2,985.39	
01/15/16	NORDQUIST, RICHARD	2,610.16	
01/15/16	ORE, JORDAN	2,065.19	
01/15/16	BIESANZ, OAKLEY	1,929.91	100.78
01/15/16	DEAVER, CHARLES	481.98	29.21
01/15/16	GERNES, CAROLE	630.01	
01/15/16	HAYMAN, JANET	2,033.94	935.26
01/15/16	HUTCHINSON, ANN	2,845.81	
01/15/16	WACHAL, KAREN	1,021.89	35.19
01/15/16	GAYNOR, VIRGINIA	3,478.53	
01/15/16	HOIER, KARA	948.46	
01/15/16	JOHNSON, ELIZABETH	1,590.05	
01/15/16	KROLL, LISA	2,091.59	
01/15/16	FINWALL, SHANN	3,520.29	
01/15/16	LORENZ, DANIELA	476.00	
01/15/16	MARTIN, MICHAEL	3,338.93	
01/15/16	BRASH, JASON	3,041.17	149.96
01/15/16	CARVER, NICHOLAS	4,473.03	
01/15/16	SWAN, DAVID	2,941.79	
01/15/16	SWANSON, CHRIS	1,953.79	
01/15/16	WEIDNER, JAMES	1,584.00	
01/15/16	WELLENS, MOLLY	1,990.99	
01/15/16	BJORK, BRANDON	429.00	
01/15/16	BRENEMAN, NEIL	2,533.35	
01/15/16	DIEZ, ANTONIO	81.00	
01/15/16	GORACKI, GERALD	47.50	
01/15/16	HILDEBRANDT, ALANNA	90.00	
01/15/16	JORGENSON, SETH	54.00	
01/15/16	LESNICK, JACOB	27.00	
01/15/16	MCKANE, COLLIN	81.00	
01/15/16	MOUA, CHEE	37.50	
01/15/16	MURRAY, LYNDSAY	54.00	
01/15/16	PHENGPHAENG, MAICHOUA	13.50	
01/15/16	PHENGPHAENG, RICKY	13.50	
01/15/16	ROBBINS, AUDRA	3,570.21	
01/15/16	ROBBINS, CAMDEN	231.00	
01/15/16	RYCHLICKI, NICHOLE	335.00	
01/15/16	SALCHOW, CONNOR	54.00	
01/15/16	SALINAS, DANIEL	27.00	
01/15/16	TAYLOR, JAMES	3,570.22	

01/15/16	VUKICH, CANDACE	250.00
01/15/16	WILLIAMS, JAMES	87.75
01/15/16	ADAMS, DAVID	3,131.70
01/15/16	HAAG, MARK	3,182.19
01/15/16	JENSEN, JOSEPH	1,861.33
01/15/16	SCHULTZ, SCOTT	3,856.84
01/15/16	WILBER, JEFFREY	2,164.90
01/15/16	CRANDALL, KRISTA	85.05
01/15/16	DIONNE, ANN	280.50
01/15/16	EVANS, CHRISTINE	2,152.57
01/15/16	GIBSON, CHRISTINE	2,094.51
01/15/16	GREEN, MATTHEW	483.00
01/15/16	HENDRICKS, JENNIFER	474.26
01/15/16	HERMANN, MICHELLE	315.00
01/15/16	HOFMEISTER, MARY	1,350.43
01/15/16	KRECH, TRAVIS	274.50
01/15/16	KUHN, MATTHEW	126.00
01/15/16	O'CONNER, TERRINA	833.75
01/15/16	RUZICHKA, JANICE	250.00
01/15/16	SKRYPEK, JOSHUA	618.75
01/15/16	ST SAUVER, CRAIG	550.00
01/15/16	WISTL, MOLLY	517.25
01/15/16	YANG, YOUA	104.50
01/15/16	BASSETT, ANDREA	202.00
01/15/16	BEAR, AMANDA	225.75
01/15/16	BLANKENFELD, RUSSELL	30.00
01/15/16	BUTLER, ANGELA	31.94
01/15/16	CLARK, PAMELA	39.60
01/15/16	DEMPSEY, BETH	318.76
01/15/16	ERICKSON-CLARK, CAROL	37.50
01/15/16	GARTNER, DARYL	34.00
01/15/16	GREGG, PETER	331.50
01/15/16	GRUENHAGEN, LINDA	531.92
01/15/16	HAASCH, ANGELA	33.25
01/15/16	HOLMBERG, LADONNA	225.52
01/15/16	IACARELLA-FUDALI, BARBARA	165.00
01/15/16	JOHNSON, BARBARA	459.90
01/15/16	LAMSON, ELIANA	13.69
01/15/16	MCKILLOP, AMANDA	73.13
01/15/16	MUSKAT, JULIE	118.76
01/15/16	NITZ, CARA	238.29
01/15/16	RANEY, COURTNEY	791.00
01/15/16	RESENDIZ, LORI	2,809.47
01/15/16	ROLLERSON, TERRANCE	30.38
01/15/16	ROMERO, JENNIFER	47.00
01/15/16	SCHERER, KATHLENE	44.19
01/15/16	SCHREIER, ROSEMARIE	67.88
01/15/16	SMITH, JEROME	125.00
01/15/16	SMITLEY, SHARON	254.96
01/15/16	TREPANIER, TODD	337.14
01/15/16	TRUONG, CHAU	98.00
01/15/16	TUPY, HEIDE	23.15
01/15/16	TUPY, MARCUS	72.00
01/15/16	WAKEM, CAITLYN	18.00

	01/15/16	YANG, JUDY	188.00	
	01/15/16	ZIMMERMAN, JANE	139.76	
	01/15/16	AUBUCHON, IMAGINARA	608.00	
	01/15/16	BILJAN, MERANDA	85.50	
	01/15/16	BOSLEY, CAROL	112.75	
	01/15/16	BUTLER-MILLER, JADE	95.00	
	01/15/16	CHRISTAL, JENNIFER	127.50	
	01/15/16	FRANZMEIER, EILEEN	135.00	
	01/15/16	GRACE, EMILY	170.63	
	01/15/16	AUSTIN, CATHERINE	270.00	
	01/15/16	CRAWFORD, SHAWN	437.50	
	01/15/16	CRAYNE, WILLIAM	207.00	
	01/15/16	DOUGLASS, TOM	2,240.37	
	01/15/16	HEINTZ, JOSHUA	117.00	
	01/15/16	KRECH, ELAINE	689.92	
	01/15/16	MAIDMENT, COLIN	714.92	
	01/15/16	MALONEY, SHAUNA	72.00	
	01/15/16	PRINS, KELLY	2,003.88	
	01/15/16	REILLY, MICHAEL	2,061.69	
	01/15/16	STEFFEN, MICHAEL	108.00	
	01/15/16	TRAUTMAN, JACOB	193.50	
	01/15/16	OJCZYK, CYNTHIA	420.00	
	01/15/16	PRIEM, STEVEN	3,353.83	700.00
	01/15/16	WOEHRLE, MATTHEW	2,791.81	
	01/15/16	XIONG, BOON	2,101.90	195.49
	01/15/16	BERGO, CHAD	2,907.76	
	01/15/16	FOWLDS, MYCHAL	4,296.38	
	01/15/16	FRANZEN, NICHOLAS	3,423.34	210.78
	01/15/16	RENNER, MICHAEL	2,092.50	
	01/15/16	SVENDSEN, JOANNE	6,222.42	6,222.42
99101997	01/15/16	BRADY, MADYSON	81.00	
99101998	01/15/16	VANG, VICHAI	190.00	
			540,160.62	

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Shann Finwall, AICP, Environmental Planner  
**DATE:** January 19, 2016  
**SUBJECT:** Approval of Waterfest Sponsorship

**Introduction**

[Waterfest](#) is scheduled for Saturday, June 4, 2016, from 11 a.m. to 4 p.m. at Lake Phalen in St. Paul. Waterfest was created in 2000 by the [Ramsey-Washington Metro Watershed District](#) (RWMWD) and remains an annual fun family event that celebrates clean lakes. Last year 3,000 to 4,000 people from St. Paul and surrounding suburbs including Maplewood attended the event.

RWMWD is requesting Maplewood's support for Waterfest again this year, maintaining our sponsorship level of \$1,000 as an Eagle Level Sponsor (refer to RWMWD letter attached). The sponsorship helps support the community celebration and zero waste event, and assists the City in achieving educational requirements outlined in the yearly Municipal Separate Storm Sewer Systems permit.

**Budget Impact**

The \$1,000 Waterfest sponsorship will come from the Environmental Utility Fee fund and will assist the City in achieving educational requirements outlined in the yearly Municipal Separate Storm Sewer Systems permit.

**Recommendation**

Approve the Waterfest Sponsorship in the amount of \$1,000. This sponsorship will help support the Ramsey-Washington Metro Watershed District's Waterfest event scheduled for June 4, 2016, at Lake Phalen in St. Paul.

**Attachment**

1. Ramsey-Washington Metro Watershed District's December 8, 2015, Correspondence

**Ramsey-Washington Metro**



2665 Noel Drive  
Little Canada, MN 55117  
(651) 792-7950  
fax: (651) 792-7951  
email: [office@rwmwd.org](mailto:office@rwmwd.org)  
website: [www.rwmwd.org](http://www.rwmwd.org)

December 8, 2015

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

Dear Shann,

With your support, WaterFest 2015 was a very successful event. We have included a summary with some fun facts about participants, exhibitors and activities.

WaterFest 2016 is set for Saturday, June 4, from 11AM to 4 PM at Lake Phalen Park. This year's theme is "Make a Splash". Plans are underway for an expanded passport activity. Funds have already been secured to expand music and dance performances by the Hmong Center for Arts and Talent. And schools are already working on WaterFest exhibits and games.

Your past sponsorship has made a powerful public statement about your commitment to clean water. We invite you to maintain that commitment as a \$1000 Eagle Level Sponsor.

As an Eagle Level Sponsor, Maplewood's logo will be prominently displayed on the WaterFest banner, poster, program and WaterFest web page with a live link to your website. Maplewood is also invited to have two stations in the passport activity. Additional benefits are outlined in the attached sponsor summary.

Please show your support for clean water. Every dollar goes towards making WaterFest a free, fun community celebration. We look forward to Maplewood's continued involvement in WaterFest.

Sincerely,

A handwritten signature in blue ink that reads "Sage Passi".

Sage Passi  
Watershed Education Specialist

A handwritten signature in blue ink that reads "Debbie Meister".

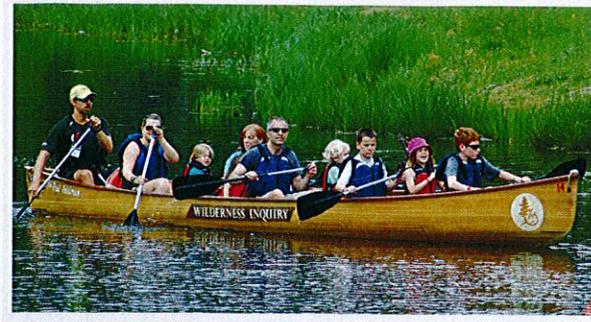
Debbie Meister  
WaterFest Coordinator

Enc

Cc: Shann Finwall, Environmental Planner

Enc

# 2015 WaterFest Fun Facts



**3,000 — 4,000 people attended WaterFest in 2015.** Activity waivers were required for some activities, including: Voyageur canoes, boats (canoes, kayaks, paddle-boats, paddleboards), bikes, fishing lessons and contest, climbing wall, and the obstacle course.

Approximately half of all waiver forms were collected. From those waivers, we learned the zip codes for 767 participants . The table to the right summarizes where these participants reside.

Zip Code	# of Participants	Zip Code	# of Participants
None	85	55119	82
55102	8	55125	9
55103	15	55126	8
55104	12	55128	5
55105	5	55129	5
55106	228	55130	35
55107	33	55014	5
55108	15	55015	5
55109	57	55075	6
55110	5	55076	2
55113	3	55077	4
55114	3	55092	1
55115	7	553	24
55116	5	554	42
55117	39	Other	13
55118	1	<b>TOTAL</b>	<b>767</b>

Location	# of Participants
Unknown	43
Phalen	29
Little Canada	7
Maplewood	5
St. Paul	25
St. Paul Suburbs	1
Minneapolis	3
Mpls. Suburbs	5
<b>Total</b>	<b>108</b>

**Passport Odyssey**, an activity designed to explore 12 clean water actions, collected 108 completed passports. The Storm Drain Goalie activity collected a Pledge Card from participants living in the locations displayed in the chart on the left.

The chart on the right reflects how these participants learned about WaterFest.

How did you learn about WaterFest?	
Internet/Facebook	9
Sign/drive-by	9
School/ECFE	14
Family/friend	8
Community/library	2
Dodge Nature Center	1
Parent Magazine	1
Newspaper	2
Flyer	1
<b>Total</b>	<b>47</b>

**Additional Fun Facts:** There were 32 exhibitors in the pavilion and 38 outside. There were 52 outside activities. Over 200 students played in the Farnsworth Marching Band. Ten elementary and middle school teachers with 58 students (most with a parent) exhibited. Two high school teachers and over 40 high school students volunteered and/or exhibited.



# 2016 WaterFest Sponsorship Levels



**Merganser:** \$150 - \$249

Logo on Sponsor web page with live link to your website  
Name on WaterFest Program  
Table at WaterFest



**Heron:** \$250 - \$499

All of the above plus:  
Logo on WaterFest banners  
Two WaterFest t-shirts



**Egret:** \$500 - \$749

All of the above plus:  
Name in WaterFest press releases  
Featured station in the WaterFest passport



**Osprey:** \$750 - \$999

All of the above plus:  
Logo on WaterFest poster (with sponsorship by April 15)  
Five WaterFest t-shirts



**Eagle:** \$1000 and over

All of the above plus:  
10 x10 tent at WaterFest

## Are you interested in sponsorship?

Contact us for more information! [dmeister.mmc@gmail.com](mailto:dmeister.mmc@gmail.com)

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Martin, AICP, Economic Development Coordinator  
**DATE:** January 19, 2016  
**SUBJECT:** Approval of a Conditional Use Permit Review for Indoor Storage, 2728 Geranium Avenue East

**Introduction**

The conditional use permit (CUP) for 2728 Geranium Avenue East is due for its annual review. In 2015, Donald B. Regan received city council approval to store his private collection of automobiles in the warehouse on site. A CUP is required for indoor storage in the business commercial zoning district. There were no exterior changes to the building or site.

**Background**

On January 26, 2015 the city council approved a CUP allowing indoor storage in a business commercial zoning district at 2728 Geranium Avenue East.

**Discussion**

The property is now in ownership of the applicant and being used as proposed in January 2015. Again there were no proposed site or building improvements and staff is not aware of any neighborhood concerns.

**Budget Impact**

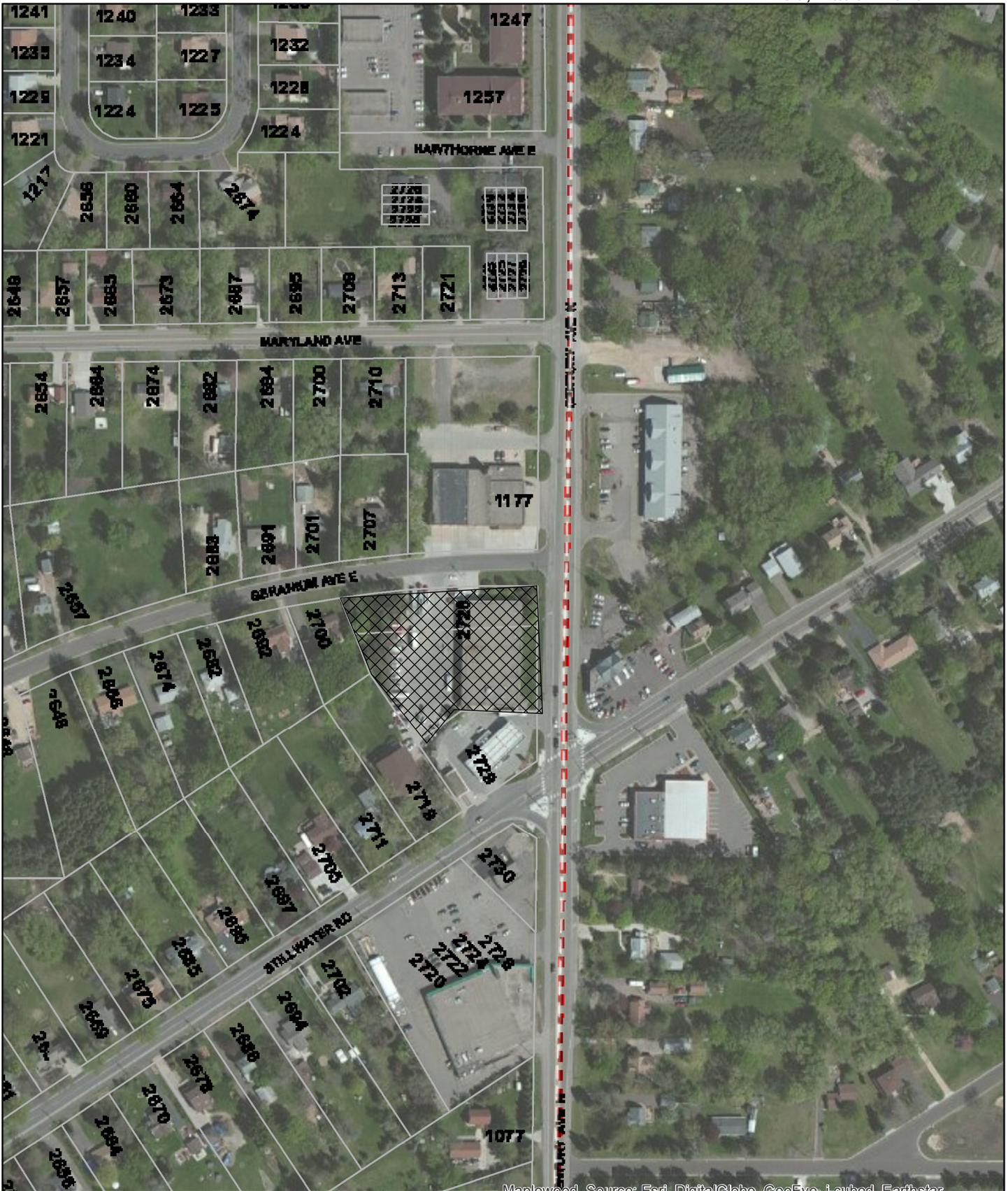
None.

**Recommendation**

Review the conditional use permit for 2728 Geranium Avenue East again only if a problem arises or a major change is proposed.

**Attachments**

1. Overview Map
2. City Council Minutes, January 26, 2015



Indoor Storage CUP - Overview Map

**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
7:00 p.m., Monday, January 26, 2015  
Council Chambers, City Hall  
Meeting No. 02-15

**1. Approval of a Resolution for a Conditional Use Permit for Indoor Storage, 2728 Geranium Avenue East**

City Planner Martin gave the staff report. Planning Commissioner Tripler gave the planning commission report. Katie Nath, Donald Regan's daughter was present and addressed the council to give additional information on the items to be stored on the property.

Councilmember Koppen moved to approve the conditional use permit resolution to allow indoor storage in a BC (business commercial) zoning district, located at 2728 Geranium Avenue East; approval is based on the findings required by ordinance and subject to the following conditions:

1. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
2. The city council shall review this permit in one year.
3. If the applicant ever proposed changes to the building or site, plans shall be submitted to the community design review board for approval.
4. The applicant shall submit to the city for staff approval agreements between the owners of 2728 Geranium Avenue East and 2719 Stillwater Road for access, parking and use of the trash enclosure.
5. The applicant shall comply with the requirements of the city's building official, assistant fire chief and city engineer.

Resolution 15-2-1166  
CONDITIONAL USE PERMIT

WHEREAS, Donald B. Regan, has applied for a conditional use permit be allowed to operate an indoor-storage facility in a BC (business commercial) district.

WHEREAS, Sections 44-512 (4) of the city ordinances requires a conditional use permit for indoor storage facilities in a BC (business commercial) zoning district.

WHEREAS, this permit applies to the property located at 2728 Geranium Avenue. The property's legal description is:

Lots 10, 11, 12, 13, and 14, Block 5, Midvale Acres No. 2, according to the plat on file in the Office of the County Recorder, Ramsey County, Minnesota;

## EXCEPT:

That part of Lots 12, 13, and 14, Block 5, Midvale Acres No.2, according to the plat on file in the office of the County Recorder, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Block 5, thence South 00 degrees 04 minutes 14 seconds West, assumed bearing, along the east line of said Block 5 a distance of 226.80 feet to the point of beginning; thence North 89 degrees 55 minutes 46 seconds West 134.67 feet; thence South 48 degrees 10 minutes 15 seconds West 94.63 feet to the southwesterly line of said Lot 14; thence South 33 degrees 56 minutes 06 seconds East along said southwesterly line 145.00 feet to the southwesterly corner of said Lot 14; thence North 56 degrees 03 minutes 54 seconds East along the southeasterly line of said Block 5 a distance of 149.59 feet (recorded as 150 feet) to the southeasterly corner of said Block 5; thence North 00 degrees 04 minutes 14 seconds East along said east line of Block 5 a distance of 99.74 feet to the point of beginning.

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

1. On January 20, 2015, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the reports and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On January 26, 2015, the city council considered reports and recommendations of the city staff and planning commission.

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

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

7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

1. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
2. The city council shall review this permit in one year.
3. If the applicant ever proposed changes to the building or site, plans shall be submitted to the community design review board for approval.
4. The applicant shall submit to the city for staff approval agreements between the owners of 2728 Geranium Avenue East and 2719 Stillwater Road for access, parking and use of the trash enclosure.
5. The applicant shall comply with the requirements of the city's building official, assistant fire chief and city engineer.

The Maplewood City Council approved this resolution on January 26, 2015.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Mike Funk, Assistant City Manager/HR Director  
Terrie Rameaux, Human Resource Coordinator

**DATE:** January 20, 2016

**SUBJECT:** Approval of 2016 Master Group Contract between City of Maplewood and Medica Insurance Company

**Introduction/Background**

In November 2015, the City Council approved the Insurance Labor-Management Committee's recommendation for Medica to continue to be our health insurance provider for City of Maplewood employees for a one-year term running from January 1 through December 31, 2016. Attached is the master group contract for our three high deductible plans. This contract is provided for approval and execution as part of this agenda item.

**Budget Impact**

N/A

**Recommendation**

It is recommended that the master group contract with Medica Insurance Company for 2016 be approved.

**Attachment**

1. Master Group Contract for High Deductible Plans, Group #47983, 58669 & 58671

**MASTER GROUP CONTRACT  
BETWEEN  
CITY OF MAPLEWOOD  
AND  
MEDICA INSURANCE COMPANY**

**MEDICA INSURANCE COMPANY ("MEDICA")  
MASTER GROUP CONTRACT**

**ARTICLE 1  
INTRODUCTION**

This Master Group Contract ("Contract") is entered into by and between Medica Insurance Company ("Medica") and the employer group identified in Exhibit 1 ("Employer"). This Contract includes Exhibit 1, Exhibit 2, the Group Application, Member enrollment forms, the Certificate of Coverage ("Certificate"), and any Amendments, all of which together shall constitute the entire agreement between Medica and Employer concerning the health insurance coverage provided under this Contract. This Contract includes the coverage option(s) set forth in Exhibit 2, offered by the Employer under a single group health plan. This Contract is delivered in the state of Minnesota.

The capitalized terms used in this Contract have the same meanings given to those terms defined in the Certificate, unless otherwise specifically defined in this Contract.

If this Contract is purchased by Employer to provide benefits under an employee welfare benefit plan governed by the Employee Retirement Income Security Act, 29 U.S.C. 1001, et seq. ("ERISA"), this Contract is governed by ERISA and, to the extent state law applies, the laws of the State of Minnesota. If this Contract is not governed by ERISA, it is governed by the laws of the State of Minnesota. If this Contract is governed by ERISA, any legal action arising out of or relating to this Contract shall be brought in the federal district court for the district of Minnesota. If this Contract is not governed by ERISA, any legal action arising out of or relating to this Contract shall be brought in state court in Hennepin County, Minnesota.

In consideration of payment of the Premiums by the Employer and payment of applicable Deductibles, Copayments, and Coinsurance by or for Members, Medica will provide coverage to Members for the Benefits set forth in the Certificate and any amendments, subject to all terms and conditions, including limitations and exclusions, in this Contract.

This Contract replaces and supersedes any previous agreements between Employer and Medica relating to Benefits.

Medica shall not be deemed or construed to be an employer for any purpose with respect to the administration or provision of benefits under Employer's welfare benefit plan. Medica shall not be responsible for fulfilling any duties or obligations of Employer with respect to Employer's benefit plan.

**ARTICLE 2  
TERM OF CONTRACT**

**Section 2.1 Term and Renewal.** The initial Term of this Contract is set forth in Exhibit 1.

At least 30 days before each Expiration Date, as set forth in Exhibit 1, Medica shall notify Employer of any modifications to this Contract, including Premiums and Benefits for the next term of this Contract ("Renewal Terms"). If Employer accepts the Renewal Terms or if Employer and Medica agree on different Renewal Terms, this Contract is renewed for the additional term, unless Medica terminates this Contract pursuant to Section 2.2.

**Section 2.2 Termination of This Contract.** Employer may terminate this Contract after at least 30 days written notice to Medica. This Contract is guaranteed renewable and will not be terminated by Medica except for the following reasons, and such terminations will be effective as stated below. Except as specified otherwise, terminations for the reasons stated below require at least 30 days written notice from Medica:

- (a) Upon notice to an authorized representative of the Employer that Employer failed to pay the required Premium when due, provided, however, that this Contract can be reinstated pursuant to Section 5.2. If Employer fails to pay the required Premium within the grace period described in Section 5.2, the Contract will be terminated, subject to a 30-day advance written notice of termination by Medica to Employer. The date of the termination shall be retroactive to not more than 30 days prior to the effective date of the notice of termination;
- (b) On the date specified by Medica because Employer committed fraud (through act, practice, or omission) or intentionally provided Medica with false information material to the execution of this Contract or to the provision of Benefits under this Contract. Medica has the right to rescind this Contract back to the original effective date;
- (c) On the date specified by Medica due to Employer's violation of the participation or contribution rules as determined by Medica;
- (d) Automatically on the date Employer ceases to do business pursuant to 11 U.S.C. Chapter 7;
- (e) Automatically on the date Employer ceases to do business for any reason;
- (f) On the date specified by Medica, after at least 90 days prior written notice to Employer, that this Contract is terminated because Medica will no longer issue this particular product within the large employer market;
- (g) On the date specified by Medica, after at least 180 days prior written notice to the applicable state authority and Employer, that this Contract will be terminated because Medica will no longer renew or issue any employer health benefit plan within the large employer market;
- (h) On the date specified by Medica when there is no longer any Member who resides or works in Medica's service area;
- (i) Automatically on the date that Employer fails to maintain any active employees who are Subscribers;
- (j) Any other reasons or grounds permitted by the licensing laws and regulations governing Medica.

Notwithstanding the above, Medica may modify the Premium rate and/or the coverage at renewal. Nonrenewal of coverage as a result of failure of Medica and the Employer to reach agreement with respect to modifications in the Premium rate or coverage shall not be considered a failure of Medica to provide coverage on a guaranteed renewable basis.

**Section 2.3 Notice of Termination.**

Medica will notify Employer in writing if Medica terminates this Contract for any reason.

In accordance with applicable law, Medica will notify Subscribers in writing if Medica terminates this Contract pursuant to Section 2.2(a), (b), (d), (f), or (g).

**Employer will provide timely written notification to Subscribers in all circumstances for which Medica does not provide written notification to Subscribers.**

**Section 2.4 Effect of Termination.** In the event of termination of this Contract:

- (a) All Benefits under this Contract will end at 12:00 midnight Central Time on the effective date of termination;
- (b) Medica will not be responsible for any Claims for health services received by Members after the effective date of the termination; and
- (c) Employer shall be and shall remain liable to Medica for the payment of any and all Premiums that are unpaid at the time of termination.

**ARTICLE 3  
ENROLLMENT AND ELIGIBILITY**

**Section 3.1 Eligibility.** The Eligibility conditions stated in Exhibit 1 of this Contract govern who is eligible to enroll under this Contract. The eligibility conditions stated in Exhibit 1 are in addition to those specified in the Certificate.

**Section 3.2 Enrollment.** The Certificate governs when eligible employees and eligible dependents may enroll for coverage under this Contract, including the Initial Enrollment Period, Open Enrollment Period, and any applicable Special Enrollment Periods. Employer shall conduct the Initial Enrollment Period and Open Enrollment Period. Employer shall cooperate with Medica to ensure appropriate enrollment of Members under the Contract.

**Section 3.3 Qualified Medical Child Support Orders.** Employer will establish, maintain, and enforce all written procedures for determining whether a child support order is a qualified medical child support order as defined by ERISA. Employer will provide Medica with notice of such determination and a copy of the order, along with an application for coverage, within the greater of 30 days after issuance of the order or the time in which Employer provides notice of its determination to the persons specified in the order.

When and if Employer receives notice that the child has designated a representative or of the existence of a legal guardian or custodial parent of the child, Employer shall promptly notify Medica of such person(s).

Medica shall have no responsibility for:

- (i) establishing, maintaining, or enforcing the procedures described above;
- (ii) determining whether a support order is qualified; or
- (iii) providing required notices to the child or the designated representative.

**Section 3.4 Eligibility and Enrollment Decisions.** Subject to applicable law and the terms of this Contract, Employer has discretion to determine whether employees and their dependents are eligible to enroll for coverage under this Contract. Medica is entitled to rely upon Employer's determination regarding an employee's and/or dependent's eligibility to enroll for coverage under this Contract. The Employer will be responsible for maintaining information verifying its continuing eligibility and the continuing eligibility of its eligible Subscribers and eligible Dependents. This information shall be provided to Medica as reasonably requested by Medica. The Employer shall also maintain written documentation of a waiver of coverage by an eligible Subscriber or eligible Dependent and provide this documentation to Medica upon reasonable request.

**Section 3.5 Notification.** The Employer must notify Medica within 30 days of an individual's initial enrollment application, changes to a Member's name or address, changes to a Member's eligibility for coverage (including a loss of eligibility), or other changes to enrollment.

**Section 3.6 Multiple Benefit Package Options.** Subscribers and enrolled Dependents may only switch between Employer's health coverage options offered under the Contract during a

Special Enrollment Period, or the Open Enrollment Period, if applicable, as described in the Certificate.

#### **ARTICLE 4 ELECTRONIC DELIVERY OF INSURANCE DOCUMENTS**

The Employer agrees to deliver, as Medica's agent, insurance documents required by law to be furnished to Subscribers. These documents shall be furnished by Medica to the Employer for delivery to Subscribers. The Employer shall not modify these documents in any way. The Employer agrees to deliver such documents electronically to the extent permissible under Title I of the Employee Retirement Income Security Act of 1974, Department of Labor Regulation § 2520.104b-1(c), if applicable, and Minn. Stat. § 72A.20, subd. 37. Such documents shall be delivered electronically only to Subscribers who meet the following requirements: (a) has the ability to access an electronic document effectively at any location where the Subscriber is reasonably expected to perform his or her duties as an employee, and (b) with respect to whom access to the plan sponsor's electronic information system is an integral part of those duties.

The Employer shall implement procedures that ensure actual receipt of these documents and notify Subscribers of the significance of the materials at the time of delivery. In addition, the Employer shall inform the recipient of his or her right to request a paper version of these documents, and an expedient process for doing so. Upon such a request, Employer shall furnish the recipient with paper copies supplied by Medica. Employer shall inform Medica of individuals who do not qualify for electronic delivery because they do not meet the requirements regarding access to a computer, or they are not in the workplace, including but not limited to those on continuation coverage, on retiree coverage, or covered pursuant to a qualified medical child support order. Employer shall provide the individual's mailing information to Medica so that Medica can provide the documents.

#### **ARTICLE 5 PREMIUMS**

##### **Section 5.1 Monthly Premiums.**

The monthly Premium rates for this Contract are set forth in Exhibit 2.

The Premiums are due on the **first** day of each calendar month. Employer shall pay the Premiums to Medica in accordance with the method set forth in the invoice.

Employer shall notify Medica in writing:

- (a) each month of any changes in the coverage classification of any Subscriber; and
- (b) within 30 days after the effective date of enrollments, terminations or other changes regarding Members.

**Section 5.2 Grace Period and Reinstatement.** Employer has a grace period of 10 days after the due date stated in Section 5.1 to pay the monthly Premiums. Coverage shall continue during this grace period. If Employer fails to pay the Premium, the Contract will be terminated in accordance with Section 2.2(a). If Employer wishes to apply for reinstatement of the Contract, any such application must be in writing and in the form designated by Medica. If Employer applies for reinstatement and Medica, in its sole discretion, approves the application, then this Contract will be reinstated upon approval, or lacking such approval, upon the 45th day following the date Medica conditionally received full premium payment, unless Medica has otherwise notified Employer in writing that the application was not approved. Medica is not obligated to accept premium payment after the end of the grace period. In the event this Contract is not reinstated pursuant to this Section, Medica shall not be responsible for any Claims for health services received by Members after the effective date of the termination.

**Section 5.3 Premium Calculation.** The monthly Premiums owed by Employer shall be calculated by Medica in accordance with Exhibit 2 using the number of Subscribers in each coverage classification according to Medica's records at the time of the calculation. Subject to Section 5.4, Employer may make adjustments to its payment of Premiums for any additions or terminations of Members submitted by Employer but not yet reflected in Medica's calculations.

A full calendar month's Premiums shall be charged for Members whose effective date falls on or before the 15th day of that calendar month. No Premium shall be charged for Members whose effective date falls after the 15th day of that calendar month. With the exception of termination of coverage due to a Member's death, a Member's coverage may be terminated only at the end of a calendar month and a full Premium amount for that month will apply. In the case of a Member's death, that Member's coverage will be terminated on the date of death.

**Section 5.4 Retroactive Adjustments.** In accordance with applicable law and this Contract, retroactive adjustments may be made for addition of Members, changes in Members' coverage classifications, and certain terminations of Members not reflected in Medica's records at the time the monthly Premiums were calculated by Medica. Employer understands and acknowledges that federal law prohibits the retroactive termination of a Member's coverage except in instances of fraud, intentional misrepresentation of material fact, or failure to timely pay premiums or premium contributions. Employer agrees that it will not request retroactive termination of any Member's coverage if such termination is prohibited by law. Notwithstanding the foregoing, no retroactive credit will be granted for any month in which a Member received Benefits. No retroactive adjustments to enrollment or Premium refund shall be granted for any change occurring more than 60 days prior to the date Medica received notification of the change from Employer.

Notwithstanding the foregoing, Employer shall pay a Premium for any month during which a Member received Benefits (except as described in Section 5.3).

**Section 5.5 Premium Changes.** Medica may change the Premiums after 30 days prior written notice to Employer.

**Section 5.6 Employer Fees.** Medica may charge Employer:

- (a) a late payment charge in the form of a finance charge of 12% per annum for any Premiums not received by the due date; and
- (b) a service charge for any non-sufficient-fund check received in payment of the Premiums; and
- (c) an administrative service fee of \$250.00 at time of request for reinstatement.

**Section 5.7 Premium Rebate Administration (When Applicable).**

- (a) **General Obligation.** In accordance with the Patient Protection and Affordable Care Act ("PPACA"), Medica is obligated to provide a premium rebate to Employer if Medica's medical loss ratio ("MLR") for the group market applicable to Employer's coverage does not meet or exceed the minimum percentage required by PPACA for such group market. PPACA requires Medica to make such determinations on a calendar year basis, regardless of the Effective Date and Expiration Date of this Contract. For purposes of this Section 5.7, "medical loss ratio" shall be defined in accordance with PPACA and the group market size applicable to Employer's coverage shall be determined in accordance with PPACA's MLR provisions and applicable state law and requirements.
- (b) **Rebate Determinations and Remittances.** Medica agrees to determine whether such rebates are owed under this Contract and, if applicable, remit such rebates to Employer within the timeframe required by applicable law. Notwithstanding the foregoing, in the event that Employer's group health plan has been terminated at the time rebate payment is due

and, despite reasonable efforts, Medica is unable to locate Employer, Medica will distribute the entire rebate to Subscribers, in accordance with applicable law.

- (c) Form of Rebates. Medica may, in its sole discretion, elect to provide any such rebates owed in the form of a premium credit, a lump-sum check, or a lump-sum credit to the account used to pay the premium.
- (d) Employer's Responsibility Concerning Rebates. Employer agrees that it is Employer's responsibility to determine how to treat any rebate funds remitted to Employer by Medica in accordance with applicable law, including but not limited to 45 C.F.R. §158.242 and ERISA requirements. Additionally, in no way limiting the foregoing, if Employer's group health plan is not a governmental plan and is not subject to ERISA, Employer agrees that Employer shall use the amount of any rebate that is proportionate to the total amount of premium paid by all Subscribers for the coverage in a manner that benefits Subscribers and is specifically provided in 45 C.F.R. §158.242(b)(1) and (2).

**ARTICLE 6  
INDEMNIFICATION**

Medica will hold harmless and indemnify Employer against any and all claims, liabilities, damages, or judgments asserted against, imposed upon or incurred by Employer, including reasonable attorney fees and costs, that arise out of Medica's negligent acts or omissions in the discharge of its responsibilities to a Member.

Employer will hold harmless and indemnify Medica against any and all claims, liabilities, damages, or judgments asserted against, imposed upon, or incurred by Medica, including reasonable attorney fees and costs, that arise out of Employer's or Employer's employees', agents', and representatives' negligent acts or omissions in the discharge of its or their responsibilities under this Contract.

Employer and Medica shall promptly notify the other of any potential or actual claim for which the other party may be responsible under this Article 6.

**ARTICLE 7  
ADMINISTRATIVE SERVICES**

The services necessary to administer this Contract and the Benefits provided under it will be provided in accordance with Medica's or its designee's standard administrative procedures. If Employer requests such administrative services be provided in a manner other than in accordance with these standard procedures, including requests for non-standard reports, and if Medica agrees to provide such non-standard administrative services, Employer shall pay for such services or reports at Medica's or its designee's then-current charges for such services or reports.

**ARTICLE 8  
CLERICAL ERROR**

A Member will not be deprived of coverage under the Contract because of a clerical error. Furthermore, a Member will not be eligible for coverage beyond the scheduled termination date because of a clerical error, such as a failure to record the termination.

**ARTICLE 9  
ERISA**

When this Contract is entered into by Employer to provide benefits under an employee welfare benefit plan governed by ERISA, Medica shall not be named as and shall not be the plan

**ACCEPTANCE OF CONTRACT**

This Contract is deemed accepted by Employer upon the earlier of Medica's receipt of Employer's first payment of the Premium or upon Employer's execution of this Contract by its duly authorized representative. This Contract is deemed accepted by Medica upon Medica's deposit of Employer's first payment of the Premium. Such acceptance renders all terms and provisions herein binding on Medica and the Employer.

IN WITNESS WHEREOF, Medica has caused this Contract to be executed on January 6, 2016, to take effect on the Effective Date stated in Exhibit 1 to this Contract.

**MEDICA INSURANCE COMPANY**

**EMPLOYER**

401 Carlson Parkway  
Minnetonka, MN 55305  
(952) 992-2200

City of Maplewood

Billing Address:  
NW 7958  
P.O. Box 1450  
Minneapolis, MN 55485-7958

Address:  
1830 County Road B East  
Maplewood, MN 55109

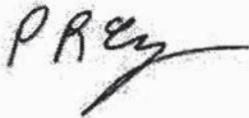
Mailing Address:  
P.O. Box 9310  
Minneapolis, MN 55440

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

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

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

By:



**Paul R. Crowley**

Vice President and General Manager,  
Client Retention and Growth

By:



**James P. Jacobson**

Senior Vice President and Assistant Secretary

**EXHIBIT 1**

1. **Parties.** The parties to this Master Group Contract ("Contract") are Medica Insurance Company ("Medica") and the employer group City of Maplewood ("Employer"), an employer under Minnesota law and other applicable law.
2. **Effective Date and Expiration Date of this Contract.** This Contract is effective from 01/01/2016 ("Effective Date") to 12/31/2016 ("Expiration Date"). All coverage under this Contract begins at 12:01 a.m. Central Time.
3. **Amendment(s) Number:** Amendments attached as applicable for benefit package log (BPL) as listed in Exhibit 2.
4. **Eligibility.** The following conditions are in addition to those specified in the Certificate:

**4.1 Eligibility to Enroll.**

A Subscriber and his or her Dependents who satisfy the eligibility conditions stated in this Contract are eligible to enroll for coverage under this Contract. Any person who does not satisfy the definition of Subscriber or Dependent is not eligible for coverage under this Contract.

A Subscriber and his or her Dependents must meet the eligibility requirements described below and in the entire Contract.

**4.2 Subscriber Definition, Waiting Periods and Coverage Effective Dates**

**Employees.** An employee eligible to enroll under the Contract as a Subscriber must be an individual who:

- (1) Satisfies either (a) or (b) below:
  - (a) Is employed on average for at least 30 hours per week by Employer. Employer shall determine the average number of hours worked and Medica is entitled to rely on Employer's representation in this regard;
  - (b) For Employers utilizing documented measurement and stability periods (as described in federal law) to determine an employee's eligibility for coverage: Is an employee who Employer determines eligible for coverage throughout the applicable stability period; provided that such determination is consistent with federal law applicable to such eligibility determinations and other applicable provisions of this Contract; and
- (2) Satisfies the Employer participation and eligibility requirements, including, but not limited to, the satisfactory completion of any Waiting Period as described below.

Coverage for Subscribers will include the conditions identified below:

<b>Classifications and Plan Design</b>	<b>Waiting Period and Coverage Effective Date</b>
--	---

Employees:

New Hires: Date of hire

Status Change: Date of status change

Return: Date of return from leave

In the event Employer imposes a Waiting Period on all otherwise eligible employees, such Waiting Period shall be uniform and shall be as described herein. Any such Waiting Period

shall be calculated in compliance with the applicable provisions of PPACA and any and all regulations and guidance issued pursuant to PPACA, including but not limited to 29 C.F.R. §2590.715-2708 and 45 C.F.R. §147.116, and shall in no event exceed 90 days. Employer acknowledges that any desired change to applicable Waiting Periods or other provisions of this Contract concerning employee eligibility require prior notice to Medica and a mutually agreeable amendment to the Contract. Employer shall calculate the appropriate effective date of coverage for each employee and inform Medica of such date. Medica is entitled to rely on Employer's representation herein that the effective date of coverage does not violate the applicable provisions of PPACA or any regulations or guidance issued pursuant to PPACA.

**EXHIBIT 2****Premiums**

The monthly Premium rates for MIC PP MN 2500-0%, group number(s) 47983, BPL #13098 are:

Single	\$735.51
Family	\$1,804.48

The monthly Premium rates for MIC ME/MES MN 2500-0%, group number(s) 58669, 58671, BPL #13099 are:

Single	\$684.03
Family	\$1,678.17

**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager

**FROM:** DuWayne Konewko, Parks and Recreation Director  
Ann Hutchinson Lead Naturalist

**DATE:** January 15, 2016

**SUBJECT:** Approval of a Resolution Accepting Donation to Maplewood Nature Center in honor of Janet Plaster

**Introduction**

A memorial donation of \$35 was given to the Maplewood Nature Center in remembrance of Janet Plaster, by Karen McGee.

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

**Budget Impact**

This is a donation and no matching funds are required.

**Recommendation**

Approve the Resolution accepting the memorial donation of \$35 to the Maplewood Nature Center in remembrance of Janet Plaster.

**RESOLUTION  
ACCEPTANCE OF DONATION**

**WHEREAS** the City of Maplewood and the Parks and Recreation Department has received a donation of \$35 in remembrance of Janet Plaster;

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

**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager

**FROM:** DuWayne Konewko, Parks and Recreation Director  
Ann Hutchinson Lead Naturalist

**DATE:** January 15, 2016

**SUBJECT:** Approval of a Resolution Accepting Donation to Maplewood Nature Center

**Introduction**

A memorial donation of \$300 was given to the Maplewood Nature Center in remembrance of Jeffrey Lerew, by Yolanda Black. A Commemorative Paver will be placed in our Play Yard on his behalf.

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

**Budget Impact**

This is a donation and no matching funds are required.

**Recommendation**

Approve the Resolution accepting the memorial donation of \$300 to the Maplewood Nature Center in remembrance of Jeffrey Lerew.

**RESOLUTION  
ACCEPTANCE OF DONATION**

**WHEREAS** the City of Maplewood and the Parks and Recreation Department has received a donation of \$300 in remembrance of Jeffrey Lerew;

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

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Michael Thompson, Director of Public Works/City Engineer

**DATE:** January 19, 2016

**SUBJECT:** Approval of Quit Claim Deed from City of Maplewood to Ramsey County, TH 120/Joy Rd Intersection Improvements, City Project 02-01

**Introduction**

The City Council will consider approving the attached quit claim deed which conveys property to Ramsey County as a result of the work conducted as part of the TH120/Joy Rd Intersection Improvements led by MnDOT.

**Background/Discussion**

Back in 2003 the City Council approved quit claim deeds to MnDOT as part of the subject project. However MnDOT determined these documents were invalid because of the restriction on the subject property that was dedicated to the City of Maplewood by Ramsey County.

That original dedication stated... "Subject to condition that the property conveyed herein shall be used by the Grantee (City of Maplewood) for park, recreational, or open space purposes, and the ownership of the property conveyed herein shall convert to the Grantor (Ramsey County) if the property is not so used."

Thus the City of Maplewood must quit claim the small piece of property directly adjacent to the intersection of TH 120 and Joy Road back to Ramsey County. This is the action now being requested. All conditions remain the same with the exception that the City will quit claim to Ramsey County who will then quit claim to MnDOT. The subject area was recently platted which further simplifies the description of the quit claim property.

Please refer to Attachment 1 for the quit claim document requested for official approval. For further background information please refer to correspondence in Attachment 2.

**Budget**

There is no budget impact.

**Recommendation**

It is recommended that the City Council approve the attached quit claim and authorize the Mayor and City Manager to sign said quit claim deed signifying City Council approval.

**Attachments**

1. Quit Claim Deed
2. Plat (Quit Claim Area Shown as Parcel 6)
3. Background Documentation

**QUITCLAIM DEED**

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

C.S. 6227 (120=117) 902  
Parcel 6  
County of Ramsey

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

For valuable consideration, City of Maplewood, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby conveys and quitclaims to the County of Ramsey, Grantee, real property in Ramsey County, Minnesota, described as follows:

All of the following:

That part of Lots C and D, REARRANGEMENT OF BLOCKS 1, 2, 3, 4, 5, 6, 9, A & B LAKE SIDE PARK ADDITION TO NORTH ST. PAUL , shown as Parcel 6 on Minnesota Department of Transportation Right of Way Plat Numbered 62-74 as the same is on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota.

together with all hereditaments and appurtenances belonging hereto.

Check box if applicable:

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF MAPLEWOOD

By \_\_\_\_\_

Its \_\_\_\_\_

And \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA     )  
  )SS.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of City of Maplewood, a municipal corporation under the laws of the state of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

This instrument was drafted by the State of Minnesota, Department of Transportation, Metro Right of Way, 1500 W. County Road B2 Roseville, MN 55113

Send tax statements to Grantee: State of Minnesota Department of Transportation METRO DISTRICT RIGHT OF WAY 1500 W. County Road B2 Roseville, MN 55113

MINNESOTA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY PLAT NO. 62-74

CONTROL SECTION NO. 62271120=1171902  
IN GOVERNMENT LOT 1 OF SECTION 11, T.29 N., R.22 W.,  
RAMSEY COUNTY, MINNESOTA

RAMSEY COUNTY COORDINATES  
X=603041.054  
Y=169465.493  
NAD 83(1996 ADJ.)

PARCEL	OWNER	LOCATION	NEW T.H. R/W SQ. FT. (MORE OR LESS)	PERMANENT INTEREST
6	CITY OF MAPLEWOOD	LOTS C & D	7707	IFEE

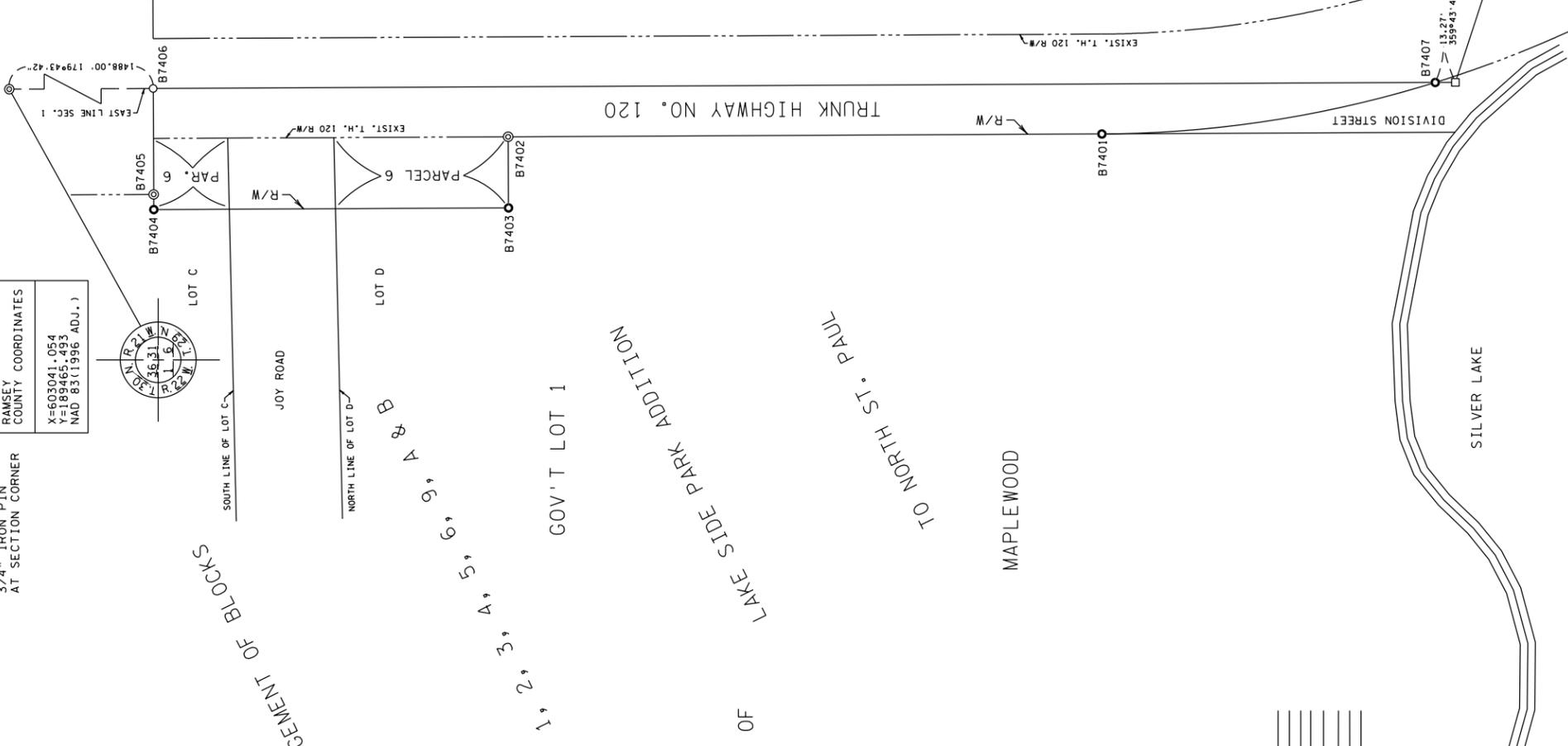
FROM	TO	DISTANCE (FT.)	AZIMUTH
B7401	B7402	391.62	359°43'42"
B7402	B7403	47.00	269°43'42"
B7403	B7404	234.00	359°43'42"
B7404	B7405	10.00	89°43'42"
B7405	B7406	70.00	89°43'42"
B7406	B7407	845.70	179°43'42"
B7407	B7401	C. 222.54	351°12'02"
A. 223.36	R. 750.33	DEL. 17°03'21" RT	

REARRANGEMENT OF BLOCKS  
OF  
LAKE SIDE PARK ADDITION  
TO NORTH ST. PAUL  
MAPLEWOOD

CITY

GOV'T LOT 1

1, 2, 3, 4, 5, 6, 9, A & B



THE COMMISSIONER OF TRANSPORTATION IS HEREBY DESIGNATING THE DEFINITE LOCATION OF TRUNK HIGHWAY NO. 120 FROM JOY ROAD TO 750' SOUTH IN THE CITY OF MAPLEWOOD, MINNESOTA

as shown on this plat prepared by the State of Minnesota Department of Transportation is hereby certified as the official plan of that portion of said highway within the designated portion of Section 11, T.29 N., R.22 W., in Ramsey County, Minnesota, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18.

It is further ordered that it is necessary to acquire all trees, shrubs, grass and herbage within the right of way of said Trunk Highway, and to keep and have the exclusive control of the same.

Commissioner's Order No. 25074 Location Nature of Interest  
ELA 62-74 Definite location and width.

Certified by Charles A. Zeile  
Commissioner of Transportation

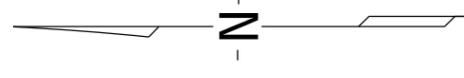
by Thomas C. O'Keefe, P.E.  
Director of Program Delivery - Metro District

I hereby certify that this plat was prepared under my direct supervision and that I am a duly Licensed Land Surveyor under the Laws of the State of Minnesota, that this plat meets the requirements of Minnesota Statutes, Section 160.085, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18; that all monuments have been correctly placed as shown on this plat; that Certificates of Survey for the parcels shown on this plat have been filed in the Office of the County Surveyor's Office; and that the proposed right of way boundary lines are correctly designated on the plat.

Certified by Keith A. Crocker  
Metro District Office License No. 25157 Date

I hereby certify that this plat was surveyed by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the Laws of the State of Minnesota, that all measurements are correctly shown on this plat; that all monuments have been correctly placed as shown on this plat; that Certificates of Survey for the parcels shown on this plat have been filed in the Office of the County Surveyor's Office; and that the proposed right of way boundary lines are correctly designated on the plat.

Certified by Matthew J. Bergan  
Metro District Office License No. 41888 Date



DOC. NO.

OFFICE OF COUNTY RECORDER  
RAMSEY COUNTY, MINNESOTA  
I HEREBY CERTIFY THAT THIS PLAT  
HAS BEEN FILED IN THIS OFFICE  
ON \_\_\_\_\_ AT \_\_\_\_\_ M  
IN C.A.B. \_\_\_\_\_ NO. \_\_\_\_\_

PLAT NO. 62-74  
C.S. 62271120=1171902

COUNTY RECORDER

AZIMUTH ORIENTATION AND GRID CONVERSION  
The azimuths and distances are based on the County coordinate system with 0 degrees  
0 minutes 0 seconds being "GRID NORTH". Plat distances are ground lengths.

SURVEY STANDARDS

- The plat values, azimuths, and distances are based on the County coordinate system.
- The boundary monuments shown on this plat have been field checked for location. The standard deviation for the monument position is 0.10 foot.
- The county coordinates shown on one monument are based on ties to national control monuments.
- For details of this survey contact the Surveying Section at the Minnesota Department of Transportation METRO EAST-OAKDALE  
Name of District

CONVENTIONAL SYMBOLS

Section Line	_____	R/W Parcel Number	_____
Quarter Line	_____	Access Control	_____
Sixteenth Line	_____	Access Opening	_____
Property Line	_____	Cast Iron Monument	_____
R/W Boundary	_____	2" x 2" D.O.T. Iron Tube with Cap	_____
Land Boundary	_____	3/4" D.O.T. Iron Pin	_____
Land Other	_____	Other Iron Monument	_____
Railroad R/W	_____	Concrete or Stone Monument	_____
Private Easement	_____	R/W Boundary Corner	_____
Temporary Easement	_____		
Building Removal Easement	_____		

DISTANCES SHOWN TO FEET (66, 80 ETC.) ARE EXACT VALUES.

GRANITE MONUMENT  
AT MEANDER CORNER NO. 5




**Minnesota Department of Transportation**

**Metropolitan Division**  
**Waters Edge**  
 1500 West County Road B2  
 Roseville, MN 55113

Office Tel: 651/582-1266  
 Fax: 651/582-1496

02-01  
 F-6  
 CMC

April 17, 2003

Chris Cavett, P.E.  
 Assistant City Engineer  
 City of Maplewood  
 1830 East County Road B  
 Maplewood, MN 55109

Subject: S.P. 6227-56  
 Property on northwest and southwest corner of TH 120 and Joy Road

*Copies picked  
 up by MnDOT  
 4/23/03 CMC*

Dear Mr. Cavett:

Enclosed are five copies of the temporary permit to construct to be signed by the City of Maplewood. The original Quit Claim Deed from Ramsey County to the City of Maplewood for this property states: "Subject to condition that the property conveyed herein shall be used by the Grantee (City of Maplewood) for park, recreational, or open space purposes, and the ownership of the property conveyed herein shall convert to the Grantor (Ramsey County) if the property is not so used." Therefore, the Quit Claim Deed from the City of Maplewood to the State of Minnesota dated January 21, 2003 is invalid.

With the City of Maplewood and Ramsey County's support in this project, a temporary permit to construct will need to be signed by the City of Maplewood in order to keep the project schedule on track. In the meantime, Minnesota Department of Transportation will work with Ramsey County on how the property will be conveyed to the State from the County. Larry Holmberg, Ramsey County Parks and Recreation Department, and I have been in contact with each other and will keep all the involved parties informed of any relevant decisions and actions needed.

Please have the permits signed by an authorized signer such as the Mayor and notarize all copies, retain one copy for your record, and return the rest to me by April 21, 2003. If you have any questions or need clarification on the above, please contact me.

Sincerely,

Ia Xiong, P.E.  
 Mn/DOT Area Right of Way Manager

Enclosures

Cc: Frank Pafko, Mn/DOT Metro Division Area Manager  
 Deb Anderson, Mn/DOT Right of Way  
 Samantha Juneau, Mn/DOT Right of Way  
 Dan Soler, Ramsey County  
 Larry Holmberg, Ramsey County  
 file

An equal opportunity employer

**TEMPORARY PERMIT TO CONSTRUCT**

C.S. 6227 (120=117) 901  
Parcel 6  
County of Ramsey

Dated: April 16, 2003

The State of Minnesota has by its Commissioner of Transportation established and designated the route of Trunk Highway No. 120 in Ramsey County, Minnesota.

It is necessary that the State of Minnesota use for highway purposes real property situated in Ramsey County, Minnesota, described as follows:

That part of the East 1/2 of the NE 1/4 of Section 1, Township 29 North, Range 22 West, shown shaded in red on Exhibit A attached hereto.

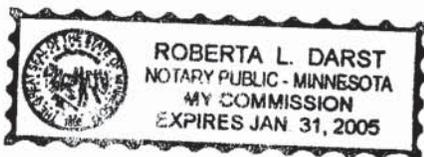
The undersigned, having an interest in the above described real property, understand that they are not required to surrender possession of real property without just compensation and are not required to surrender lawfully occupied real property without at least 90 days notice. For a valuable consideration, the undersigned hereby waive these rights and give the State of Minnesota an immediate right of entry and permit to reconstruct the intersection of TH 120 and Joy Road.

This Permit will expire when construction is completed.

*Signed before me on the 22<sup>nd</sup> day  
of April, 2003.*

*Roberta L. Darst*

*Bob Cardinal*



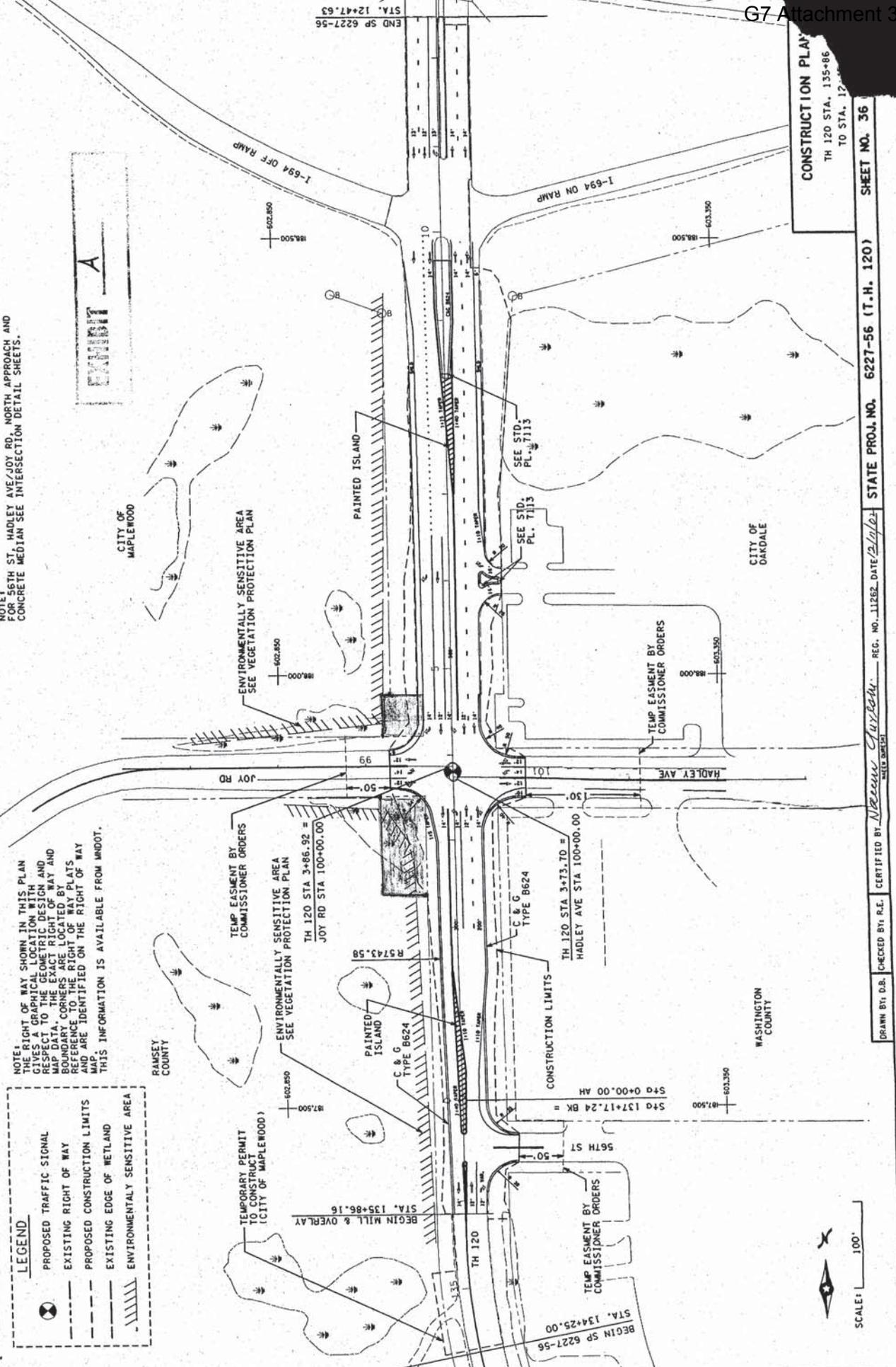
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: 56TH ST, HADLEY AVE/JOY RD, NORTH APPROACH AND FOR CONCRETE MEDIAN SEE INTERSECTION DETAIL SHEETS.

NOTE: THE RIGHT OF WAY SHOWN IN THIS PLAN GIVES A GRAPHICAL CHECK FOR DESIGN AND RESPECT TO THE EXACT RIGHT OF WAY AND BOUNDARY CORNERS ARE LOCATED BY REFERENCE TO THE RIGHT OF WAY PLATS AND ARE IDENTIFIED ON THE RIGHT OF WAY MAP. THIS INFORMATION IS AVAILABLE FROM MNDOT.

**LEGEND**

- PROPOSED TRAFFIC SIGNAL
- EXISTING RIGHT OF WAY
- PROPOSED CONSTRUCTION LIMITS
- EXISTING EDGE OF WETLAND
- ENVIRONMENTALLY SENSITIVE AREA



CONSTRUCTION PLAN  
TH 120 STA. 135+86  
TO STA. 120+00

SHEET NO. 36

STATE PROJ. NO. 6227-56 (T.H. 120)

CERTIFIED BY: *Nathan Guxion* REG. NO. 11262 DATE 2/10/12

DRAWN BY: D.B. CHECKED BY: R.E.



No delinquent taxes and transfer entered;  
 Certificate of Real Estate Value ( )  
 filed ( ) not required. Certificate of  
 Real Estate Value No. \_\_\_\_\_,  
 \_\_\_\_\_, 2003

\_\_\_\_\_  
 County Auditor

By \_\_\_\_\_  
 Deputy

(Reserved for recording data)

STATE DEED TAX DUE HEREON: Exempt

Date: January 21, 2003

FOR VALUABLE CONSIDERATION, the City of Maplewood, grantor, hereby conveys and quitclaims to the State of Minnesota, Grantee, real property in Ramsey County, Minnesota, described as follows:

Subject to Ramsey County Road 109 (Joy Road) and State of Minnesota Trunk Highway 120 (Century Avenue) the east 51 feet of the north 115 feet of Lot D of Rearrangement of Blocks 1, 2, 3, 4, 5, 6, 9, "A" & "B," Lake Side Park Addition to North St. Paul PIN 012922140003

together with all hereditaments and appurtenances belonging thereto.

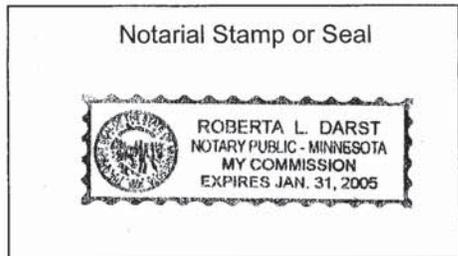
Robert Cardinal  
 Robert Cardinal, Mayor

Richard Fursman  
 Richard Fursman, City Manager

Exempt per MSA 287.22

STATE OF MINNESOTA ) ss.  
 COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2003, by Robert Cardinal, Mayor, and Richard Fursman, City Manager, the Grantors.



Roberta L. Darst  
 Signature of person taking acknowledgment

RETURN TO:

Public Works Department  
 1830 East county Road B  
 Maplewood, MN 55109-2792

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

City Clerk, City of Maplewood  
 1830 East County Road B  
 Maplewood, MN 55109 2792

This document prepared by:  
 William M. Priebe  
 City of Maplewood  
 1830 East County Road B  
 Maplewood, MN 55109 2702

No delinquent taxes and transfer entered;  
 Certificate of Real Estate Value ( )  
 filed ( ) not required. Certificate of  
 Real Estate Value No. \_\_\_\_\_,  
 \_\_\_\_\_, 2003

\_\_\_\_\_  
 County Auditor

By \_\_\_\_\_  
 Deputy

(Reserved for recording data)

STATE DEED TAX DUE HEREON: Exempt

Date: January 31, 2003

FOR VALUABLE CONSIDERATION, the City of Maplewood, grantor, hereby conveys and  
 quitclaims to the State of Minnesota, Grantee, property in Ramsey County, Minnesota,  
 described as follows:

Subject to Ramsey County Road 109 (Joy Road) and State of Minnesota Trunk  
 Highway 120 (Century Avenue) the easterly 47 feet of Lot C of Rearrangement of  
 Blocks 1, 2, 3, 4, 5, 6, 9, "A" & "B," Lake Side Park Addition to North St. Paul lying  
 southerly of Interstate 694 right of way approximately 109 feet southerly of the north  
 line of Lot C of Rearrangement of Blocks 1, 2, 3, 4, 5, 6, 9, "A" & "B," Lake Side Park  
 Addition to North St. Paul PIN 01-29-22-14-0001

together with all hereditaments and appurtenances belonging thereto.

Exempt per MSA 287.22

*Robert Cardinal*

Robert Cardinal, Mayor

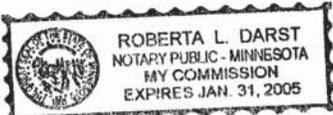
*Richard Fursman*

Richard Fursman, City Manager

STATE OF MINNESOTA ) ss.  
 COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2003,  
 by Robert Cardinal, Mayor, and Richard Fursman, City Manager, the Grantors.

Notarial Stamp or Seal



*Roberta L. Darst*

Signature of person taking acknowledgment

RETURN TO:

Public Works Department  
 1830 East county Road B  
 Maplewood, MN 55109-2792

This document prepared by:  
 William M. Priebe  
 City of Maplewood  
 1830 East County Road B  
 Maplewood, MN 55109 2702

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

City Clerk, City of Maplewood  
 1830 East County Road B  
 Maplewood, MN 55109 2792

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Thompson, Director of Public Works  
**DATE:** January 11, 2016  
**SUBJECT:** Approval of Emergency Pipe Collapse Repair Under Trail at Wicklander's Pond

**Introduction**

The City Council will consider approving the emergency repair to a pipe collapse which occurred in early December under the trail at Wicklander's Pond.

**Background/Discussion**

The trail around Wicklander's Pond has been closed since early December due to a pipe collapse failure. The 48" collapsed pipe is part of a large network of public drainage that flows from the surrounding neighborhoods and out into Wicklander's Pond. A large sink hole appeared and the public works crews immediately took action to temporarily cap the failure area and secure it with barricades and caution tape.

City crews televised the pipe to understand the scope of improvements necessary. It was determined an internal pipe lining will restore the integrity of the pipe. This option also allows avoidance of major open excavation, and removal and replacement of the existing retaining wall. Lining is cost effective.

**Budget Impact**

This is an unplanned expenditure. The Environmental Utility Fund (EUF) is most appropriate in funding this emergency repair in a total amount estimated at \$50,000.00.

A request for written quotes (RFQ) was issued to three contractors and two officially submitted pricing to complete the repair work. The RFQ is attached along with the pricing quotes from Lametti and Sons and Visu-Sewer. Visu-Sewer's proposal was the lowest however additional costs are expected, but even with those additional expenditures with Visu-Sewer it is still estimated to be under the Lametti and Sons quote.

**Recommendation**

It is recommended that the City Council approve the proposal from Visu-Sewer in order to repair the collapsed pipe under the trail at Wicklander's Pond. It is further authorized that the Public Works Director is authorized to sign said proposal on behalf of the City, which is attached hereto. Further, a budget is set for this project at \$50,000.00 from the EUF.

**Attachments**

1. Request for Quotes/Proposals
2. Lametti and Sons Proposal
3. Visu-Sewer Proposal

December 11, 2015

## REQUEST FOR QUOTES FOR EMERGENCY PIPE REPAIR

RE: CMP Pipe Failure at City of Maplewood Pond

Dear Mr. Larson (Lametti and Sons, Inc.) and Mr. St. Claire (Miller Excavating):

Thank you both for meeting with Bryan and I this Thursday at the job site to understand the site conditions. We look forward to receiving a quote of estimated costs from both of you so we can make an informed decision on how to move forward. I will summarize the existing conditions we encountered to help you put together your estimate.

As shown in Attachment 1 (as-built) there is a manhole of which downstream is a 132 LF 36" RCP at about 12% slope. This then connects into just under a 40 LF CMP that runs flat out into the pond. There is no manhole where the CMP and RCP meet rather it appears the RCP may have been laid into the CMP and a collar joint of some sort was utilized. Attachment 2 is also another as-built that was found.

Attachment 3 is the televising video that begins at the manhole above the retaining wall and is shot down to the pond level. The first segment of pipe is the 36" RCP and the second segment is the 48" CMP. In the televising video it appears the joint may be ok and the failure has occurred about 5 feet downstream of the joint (in the CMP).

Please note that our city staff will be performing tree clearing, de-watering, and restoration.

Please review this information and call Bryan or I if you have specific questions. **We are looking to get quotes if possible from you both by no later than Tuesday December 15<sup>th</sup>**. Thank you in advance for agreeing to provide a quote to the City of Maplewood for your proposed repair method and price quote. Please ensure to put qualifying notes on your proposal of items that may be additional if encountered on the job.

Again please contact me if you have any questions or need additional information at 651-249-2403 or Bryan Nagel at 651-249-2420. Thank you for the consideration.

Sincerely,

**CITY OF MAPLEWOOD**



MICHAEL THOMPSON  
Director of Public Works

C: Bryan Nagel, Storm Superintendent

Attachment: Attachment 1 (As-Built)  
Attachment 2 (As-Built)  
Attachment 3 (Televising Video)

# FAX QUOTATION

Date: 12/14/2015

To: City of Maplewood

From: Brett L. Anderson

Tel: 651-426-1380

Fax: 651-426-0044

Number of pages including this cover sheet: 1

Project Name: Maplewood Repair

Project Location: Maplewood, MN

Lametti & Sons, Inc. is pleased to submit the following quote for sewer rehabilitation on this project:

Item No.	Item	Unit	Qty	Unit Price	Total Price
	36" Transition to 48" CIPP Liner	LS	1	\$ 64,500.00	\$ 64,500.00
				<b>TOTAL</b>	<b>\$ 64,500.00</b>

**Our quote does not include the following:**

**1) Dewatering**

Our quote includes the following:

- 1) Post televising after rehabilitation of the sewer.
- 2) No Subcontractors are anticipated
- 3) Bid items are tied



**Lametti & Sons, Inc.**

16028 Forest Boulevard North P.O. Box 375 Hugo, MN 55038 612/426-1380 Fax: 612/426-0044



## Proposal

To: Bryan Nagel  
 City of Maplewood  
 1830 E County Rd B  
 Maplewood, MN 55109-2797  
 651-249-2420

From: Todd Stelmacher  
 Visu-Sewer, Inc  
 3155 104th Lane NE  
 Blaine, MN 55449  
 763-252-0004

**Date:** 1/8/2016

**Project:** Storm Sewer CIPP Lining

Visu-Sewer is pleased to provide the following quotation for storm sewer lining:

Install 77 linear feet of 36/48" National Liner @ \$535.00 per linear foot                      \$ 41,195.00

The above listed price is based on a partial video inspection and includes:

- Labor, material and equipment
- Mobilization and residential traffic control
- 36" to 48" transition
- Installation of National Liner per manufactures instructions, ASTM 1216
- Pumping and disposal of inversion water in a sanitary manhole on Cty B.
- Televising of sewers after installation of liner

The City of Maplewood will need to provide access to all manholes, water from nearby hydrants (without charge), a dump site for captured debris, traffic control beyond cones and signs, and final grading and landscape restoration. Visu-Sewer will remove and reinstall the upstream manhole deck to facilitate the lining process. We have assumed that the deck can be removed without disturbing the existing curb and paving.

The City of Maplewood will need to install a cofferdam at the downstream end of the pipe and dewater the pipe for both the preparation and installation phases of the project. After dewatering for preparation and installation, Visu-Sewer will provide heavy cleaning as needed to prepare the pipe for lining. This service will be performed on a time and material basis at a rate of \$ 385.00 per hour. After the initial dewatering and cleaning, if it is determined that the pipe cannot be lined, all time and mobilization will be billed at \$385.00 per hour.

[www.visu-sewer.com](http://www.visu-sewer.com)

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI

If needed, grouting of active leaks and will be quoted separately. Thank you for the opportunity to quote on this project. Please do not hesitate to call if you have any questions.

---

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

---

## Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer is authorized to do the work as specified.

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

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Steven Love, City Engineer  
**DATE:** January 8, 2016  
**SUBJECT:** Approval of Resolution Approving the Cost Share Agreement with the Metropolitan Council for Inflow/Infiltration Improvements

**Introduction**

The City Council will consider approving the attached resolution signifying the council's approval of the attached Inflow/Infiltration (I & I) cost share agreement with the Metropolitan Council and directing the City Engineer to enter into the cost share agreement.

**Background**

The 2014 Minnesota Legislature appropriated \$2,000,000 of state bond funds for a I & I cost share grant program for metropolitan cities to mitigate inflow and infiltration into the sanitary sewer collection systems. Over the past several years the City of Maplewood has added sanitary sewer lining, for both on and off project areas, to neighborhood reconstruction Capital Improvement Projects (CIP) to correct I & I issues.

The Metropolitan Council Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program is setup to provide funding for up to 25% of the construction costs or \$25,000, whichever is less. The construction costs for lining work completed in 2015 is \$68,864. The City of Maplewood's estimated eligible grant funding amount (25% of construction costs) is \$17,216.

As part of the cost share agreement a resolution by the City Council approving the cost share agreement is required to be submitted along with the completed agreement.

**Budget**

Based on final construction costs the City of Maplewood will receive \$17,216 of grant money to help pay for the lining of sewer mains completed in 2015.

**Recommendation**

Staff recommends that the City Council consider approval of the Resolution of Cost Share Agreement with the Metropolitan Council for Inflow/Infiltration Improvements, consider approval of the attached Inflow/Infiltration cost share agreement with the Metropolitan Council, and direct the City Engineer to enter into the cost share agreement. Minor modifications approved by the City Attorney are authorized as needed for the agreement.

**Attachments:**

1. Resolution approving the cost share agreement with the Metropolitan Council for Inflow/Infiltration improvements
2. Inflow/Infiltration cost share agreement with the Metropolitan Council

**RESOLUTION  
APPROVAL OF COST SHARE AGREEMENT WITH THE METROPOLITAN COUNCIL FOR  
INFLOW/INFILTRATION IMPROVEMENTS**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore approved the cost share agreement between the City of Maplewood and the Metropolitan Council for inflow/infiltration improvements.

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

1. The City Engineer is hereby authorized to enter into the cost share agreement.

Adopted by the Maplewood City Council on this 25th day of January 2016.

**Attachment I-A**

**State of Minnesota  
General Obligation Bond Financed  
CERTIFICATION**

The undersigned hereby certifies as follows:

This Certification is being submitted pursuant to the Waiver of Real Property Declaration granted by Minnesota Management and Budget to Metropolitan Council for Municipal Publicly-Owned Infrastructure Inflow/Infiltration projects or the portions thereof which lie entirely within public road, street and highway rights-of-way and utility easements.

[Grantee] certifies that [Grantee] has read and will comply with the terms and conditions of the Waiver of Real Property Declaration, a copy of which is attached to this Certification and further, that the Governmental Program which is the subject of and described in the Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement [No. \_\_\_\_\_] between [Grantee] and Metropolitan Council qualifies for the Waiver of Real Property Declaration.

The undersigned owns  fee title to property and/or  permanent easement and/or  other easement which meets the requirements of this Agreement for wastewater collection purposes and/or permit for pipe in [identify Permitter, e.g. Hennepin Co.] public right of way which meets the requirements of this Agreement for wastewater collection purposes and a wastewater collection system within the fee title, permanent easement, and/or the other easement and wastewater collection system being located in RAMSEY County, Minnesota. The fee title property, permanent easement and/or other easement and the wastewater collection system therein is referred to as "Restricted Property" and is described in Exhibit A attached hereto by **legal description, narrative description or diagram.**

As the owner of the Restricted Property, the undersigned hereby acknowledges the following restrictions and encumbrances with respect to the Restricted Property:

- A. The Restricted Property is State bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the G.O Grant agreement between Metropolitan Council and [Grantee], dated \_\_\_\_\_, \_\_\_\_\_.

ATTACHMENT 1-A



**Exhibit A**  
**LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED**  
**PROPERTY**

*SEE ATTACHED MAPS.*

**EXHIBIT A**

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** January 14, 2016

**SUBJECT:** Approval of Resolution Approving Final Payment and Acceptance of Project, Arkwright-Sunrise Area Improvements, City Project 12-09

**Introduction**

The City Council will consider approving the attached resolution approving final payment and acceptance of project for the Arkwright-Sunrise Area Improvements, City Project 12-09.

**Background**

The City Council awarded a construction contract to Palda and Sons, Inc., for the Arkwright-Sunrise Area Improvements, City Project 12-09 on March 24, 2014 in the amount of \$4,082,463.64. No change orders have been approved by the City Council to date.

The contractor, Palda and Sons, Inc., has completed the project improvements. City staff have reviewed the work and deemed it acceptable. The contractor has also submitted all final project closeout documents required for final acceptance of the project.

**Budget Impact**

The final construction contract amount is \$4,011,158.65. The final payment amount is less than the awarded contract amount of \$4,082,463.64. No adjustment to the approved budget is needed at this time.

**Recommendation**

Staff recommends that the City Council approve the attached Resolution Approving Final Payment and Acceptance of Project for the Arkwright-Sunrise Area Improvements, City Project 12-09.

**Attachments**

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

**RESOLUTION  
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT  
PROJECT 12-09**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered the Arkwright-Sunrise Area Improvements, City Project 12-09, and has let a construction contract, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the Arkwright-Sunrise Area Improvements, City Project 12-09 is complete and recommends acceptance of the project.

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

City Project 12-09 is complete and maintenance of this improvement is accepted by the City; the final construction cost is \$4,011,158.65. Final payment to Palda and Sons, Inc. and the release of any retainage or escrow is hereby authorized.

Adopted by the Maplewood City Council on this 25th day of January 2016.

## APPLICATION FOR FINAL PAYMENT PAYMENT NO. 11

**Contract:** City Project 12-09  
**Owner:** City of Maplewood, Minnesota  
**Contractor:** Palda and Sons, Inc.  
**Project:** Arkwright-Sunrise Area Improvements

**Application Date:** 12/16/2015  
**For Period Ending:** 12/16/2015

Original Contract Amount:	\$ 4,082,463.64
Contract Amendments:	\$ -
Contract Amount to Date:	\$ 4,082,463.64
Total Amount of Work Completed to Date:	\$ 4,011,158.65
Material Stored On-Site but not in Work:	\$ -
Gross Amount Due to Date:	\$ 4,011,158.65
Less 0.00% Retainage	\$ -
Amount Due to Date:	\$ 4,011,158.65
Less Previous Payments:	\$ 3,958,706.08
<b>Total Due This Application:</b>	<b>\$ 52,452.57</b>

I hereby certify that all items and amounts shown are correct for the work completed to date.	
Contractor:	Palda and Sons, Inc.
By:	Date:

The Work on this project and application for payment have been reviewed and the amount shown is recommended for payment.	
Engineer:	City of Maplewood - Public Works Department
By:	Date:

Approved for Payment	
Owner:	City of Maplewood
By:	Date:

## PAYMENT HISTORY

**Contract:** City Project 12-09  
**Owner:** City of Maplewood, Minnesota  
**Contractor:** Palda and Sons, Inc.  
**Project:** Arkwright-Sunrise Area Improvements

Payment Number	Payment Cutoff Date	Payment App Date	Payment Amount
1	5/31/2014	6/5/2014	\$ 252,002.54
2	6/30/2014	7/1/2014	\$ 657,017.18
3	7/31/2014	7/31/2014	\$ 795,457.37
4	8/30/2014	9/1/2014	\$ 605,557.40
5	9/30/2014	10/7/2014	\$ 509,519.66
6	10/31/2014	11/5/2014	\$ 671,228.20
7	2/3/2015	2/3/2015	\$ 34,108.49
8	5/15/2015	5/26/2015	\$ 197,448.08
9	6/26/2015	6/26/2015	\$ 156,730.06
10	9/15/2015	9/15/2015	\$ 79,637.10
<b>To Date Total Payment:</b>			<b>\$3,958,706.08</b>

ITEM #	SPECIFICATION NUMBER	DESCRIPTION	UNIT	CONTRACT TOTAL QUANTITY	CONTRACT UNIT PRICE	EXTENDED	TO DATE QUANTITY	TO DATE EXTENDED
<b>STREET IMPROVEMENTS</b>								
1	2021.501	MOBILIZATION	LS	1	\$200,500.00	\$200,500.00	1.00	\$200,500.00
2	2101.506	CLEARING AND GRUBBING	EACH	54	\$162.00	\$8,748.00	54.00	\$8,748.00
3	2101.507	CLEARING AND GRUBBING	ACRE	1	\$7,000.00	\$4,550.00	0.68	\$4,760.00
4	2102.502	PAVEMENT MARKING REMOVAL	LF	10,153	\$0.60	\$6,091.80	9817.00	\$5,890.20
5	2102.602	PAVEMENT MARKING REMOVAL	EACH	4	\$75.00	\$300.00	3.00	\$225.00
6	2104.501	REMOVE WOOD FENCE (SPLIT RAIL OR PLANK)	LF	21	\$8.00	\$168.00	21.00	\$168.00
7	2104.501	REMOVE CHAIN LINK FENCE (ALL TYPES)	LF	584	\$3.00	\$1,752.00		\$0.00
8	2104.501	REMOVE CONCRETE CURB AND GUTTER (ALL TYPES)	LF	1,975	\$3.51	\$6,932.25	1986.00	\$6,970.86
9	2104.505	REMOVE BITUMINOUS DRIVEWAY OR TRAIL PAVEMENT	SY	4,063	\$4.19	\$17,023.97	4092.90	\$17,149.25
10	2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT (INCLUDES ANY BITUMINOUS CURB)	SY	18,408	\$0.01	\$184.08	840.00	\$8.40
11	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT/APRON	SY	2,365	\$10.21	\$24,146.65	2383.70	\$24,337.58
12	2104.505	REMOVE CONCRETE WALK / STEPS	SF	421	\$1.50	\$631.50	442.30	\$663.45
13	2104.506	BITUMINOUS ROADWAY RECLAMATION	SY	18,408	\$5.00	\$92,040.00	35772.00	\$178,880.00
14	2104.513	SAW ROADWAY BITUMINOUS PAVEMENT (FULL-DEPTH)	LF	1,495	\$1.82	\$2,720.90	1511.00	\$2,750.02
15	2104.521	SALVAGE RETAINING WALL (ALL TYPES)	SF	262	\$12.00	\$3,144.00	114.00	\$1,368.00
16	2104.521	SALVAGE LANDSCAPE EDGER OR SHORT WALL (ALL TYPES)	LF	701	\$5.00	\$3,505.00	313.00	\$1,565.00
17	2104.521	SALVAGE WOOD FENCE (SPLIT RAIL, PLANK, CHAIN, ETC.)	LF	163	\$4.00	\$652.00	709.00	\$2,836.00
18	2104.602	SALVAGE MAILBOX ASSEMBLY (ANY NUMBER OF BOXES AND POSTS)	EACH	156	\$20.00	\$3,120.00	143.00	\$2,860.00
19	2105.501	COMMON EXCAVATION, CY (EV) (P)	CY	16,020	\$18.35	\$293,967.00	16020.00	\$293,967.00
20	2105.507	SUBGRADE EXCAVATION, CY (EV)	CY	8,305	\$0.01	\$83.05	2220.00	\$22.20
21	2105.507	ADDITIONAL SUBGRADE EXCAVATION, CY (EV)	CY	1,444	\$11.08	\$15,999.52	1962.30	\$21,742.28
22	2105.522	SELECT GRANULAR BORROW, CY (CV)	CY	11,940	\$0.01	\$119.40	4285.00	\$42.85
23	2105.526	SELECT TOPSOIL BORROW, CY	CY	5,134	\$16.00	\$82,144.00	4515.00	\$72,240.00
24	2105.543	TEMPORARY STABILIZING AGGREGATE, CLASS 6	TON	700	\$11.00	\$7,700.00	367.21	\$4,039.31
25	2105.543	TEMPORARY STABILIZING AGGREGATE, 1.5-INCH MINUS	TON	160	\$30.00	\$4,800.00	121.12	\$3,633.60
26	2105.604	GEOTEXTILE FABRIC TYPE V (SUBCUT)	SY	14,892	\$0.63	\$9,381.96	4035.00	\$2,542.05
27	2123.601	EQUIPMENT RENTAL (REMOVE/SALVAGE MISC. LANDSCAPE ITEMS)	LS	1	\$20,000.00	\$20,000.00	0.52	\$10,390.00
28	2123.610	STREET SWEEPER WITH PICKUP BROOM	HR	115	\$100.00	\$11,500.00	108.00	\$10,800.00
29	2130.501	WATER FOR DUST CONTROL	M GAL	502	\$35.00	\$17,570.00	341.00	\$11,935.00
30	2211.501	AGGREGATE BASE CLASS 6 FOR BITUMINOUS DRIVEWAYS AND TRAILS, 6-INCH THICKNESS	SY	5,782	\$3.96	\$22,896.72	5462.40	\$21,631.10
31	2211.501	AGGREGATE BASE CLASS 6 FOR CONCRETE DRIVEWAYS, 4-INCH THICKNESS	SY	4,071	\$2.65	\$10,788.15	4552.80	\$12,064.92
32	2211.501	AGGREGATE BASE CLASS 6 FOR WALKS, 4-INCH THICKNESS	SY	2,329	\$2.65	\$6,171.85	1714.40	\$4,543.16
33	2211.501	AGGREGATE BASE CLASS 6 FOR STREETS	TON	20,423	\$7.71	\$157,461.33	21007.86	\$161,970.60
34	2211.501	ADDITIONAL AGGREGATE BASE CLASS 6 FOR STREETS FOR SUBGRADE SUPPORT	TON	2,730	\$7.71	\$21,048.30		\$0.00
35	2211.501	AGG. SURFACING, CL. 5 (100% CR. LIMESTONE) FOR GRAVEL DWYS, 6" THICKNESS	SY	116	\$5.40	\$626.40	99.00	\$534.60
36	2232.501	MILL BITUMINOUS SURFACE, 2" DEPTH	SY	2,602	\$2.50	\$6,505.00	2602.00	\$6,505.00
37	2232.603	MILL BITUMINOUS PAVEMENT, 1.5" DEPTH @ MINIMUM 18" WIDE	LF	1,080	\$3.00	\$3,240.00	878.00	\$2,634.00
38	2331.603	BITUMINOUS ROAD PAVEMENT CONTROL JOINT SAW AND SEAL	LF	8,004	\$3.53	\$28,254.12	9133.00	\$32,239.49
39	2355.502	BITUMINOUS FOG SEAL (TYPE CSS-1h)	GAL	3,980	\$4.00	\$15,920.00	4000.00	\$16,000.00
40	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	3,472	\$2.85	\$9,895.20	2954.00	\$8,418.90
41	2360.501	TYPE SPWB240B WEARING COURSE MIXTURE - NEIGHBORHOOD STREETS	TON	3,116	\$53.65	\$167,173.40	3477.70	\$186,578.61
42	2360.501	TYPE SPWB340B WEARING COURSE MIXTURE - COUNTY INTERSECTIONS AND PATCHING	TON	121	\$102.00	\$12,342.00	55.80	\$5,691.60
43	2360.502	TYPE SPNWB230B NON-WEARING COURSE MIXTURE - NEIGHBORHOOD STREETS	TON	3,726	\$59.40	\$221,324.40	3556.41	\$211,250.75
44	2360.502	TYPE SPNWB330B NON-WEARING COURSE MIXTURE - COUNTY INTERSECTIONS AND PATCHING	TON	240	\$97.00	\$23,280.00	80.75	\$7,832.75
45	2360.503	TYPE SPWEA230L WEARING COURSE MIXTURE - 3" THICK DRIVEWAY	SY	3,099	\$18.10	\$56,091.90	2850.20	\$51,588.62
46	2360.503	TYPE SPWEA230B WEARING COURSE MIXTURE - 3" THICK TRAIL	SY	2,384	\$13.10	\$31,230.40	3216.30	\$42,133.53
47	2411.618	ENGINEERED MODULAR BLOCK RETAINING WALL	SF	2,060	\$19.50	\$40,170.00	2128.00	\$41,496.00
48	2451.503	GRANULAR BACKFILL (WATER, SANITARY, STORM)	CY	2,000	\$0.01	\$20.00		\$0.00
49	2451.603	AGGREGATE PIPE FOUNDATION PER STANDARD PLATE NO. 440	LF	309	\$9.47	\$2,926.23		\$0.00
50	2502.541	4" PERFORATED DRAIN TUBING WITH SOCK (STREET SUBCUT)	LF	250	\$14.04	\$3,510.00	514.00	\$7,216.56
51	2521.501	4" CONCRETE CARRIAGE WALK	SF	328	\$5.15	\$1,689.20	205.00	\$1,055.75
52	2521.501	4" CONCRETE SIDEWALK	SF	15,210	\$2.65	\$40,306.50	15267.00	\$40,457.55
53	2521.501	4" CONCRETE WALK RISER-STEPS	EACH	2	\$250.00	\$500.00	2.00	\$500.00
54	2531.501	CONCRETE C&G, DESIGN B612, B618, D412 RIBBON OR TRANSITION	LF	23,209	\$8.60	\$199,597.40	24006.40	\$206,455.04
55	2531.507	6" CONCRETE DRIVEWAY PAVEMENT, RESIDENTIAL	SY	4,071	\$39.05	\$158,972.55	4505.85	\$175,953.44
56	2531.618	PEDESTRIAN CURB RAMP	SF	1,927	\$7.59	\$14,625.93	2268.20	\$17,215.64
57	2531.618	TRUNCATED DOMES	SF	597	\$35.00	\$20,895.00	410.00	\$14,350.00
58	2535.501	BITUMINOUS CURB	LF	2,589	\$7.75	\$20,064.75	3188.00	\$24,707.00
59	2540.602	INSTALL SALVAGED POST WITH SINGLE MAIL AND/OR NEWS BOX	EACH	99	\$35.00	\$3,465.00	99.00	\$3,465.00
60	2540.602	INSTALL SALVAGED POST WITH MULTIPLE MAIL AND/OR NEWS BOXES	EACH	21	\$35.00	\$735.00	22.00	\$770.00
61	2540.602	FURNISH AND INSTALL POST WITH SINGLE MAIL AND/OR NEWS BOX	EACH	29	\$75.00	\$2,175.00	18.00	\$1,350.00
62	2540.602	FURNISH AND INSTALL POST WITH MULTIPLE MAIL AND/OR NEWS BOX	EACH	3	\$125.00	\$375.00		\$0.00
63	2540.602	INSTALL SALVAGED NEWSPAPER BOX SUPPORT POST AND BOX(ES)	EACH	4	\$35.00	\$140.00	4.00	\$140.00
64	2540.602	SALVAGE & REINSTALL LARGE LANDSCAPE ROCK (BOULDER)	EACH	15	\$60.00	\$900.00	2.00	\$120.00
65	2540.603	INSTALL SALVAGED LANDSCAPE EDGER OR SHORT WALL (ALL TYPES)	LF	701	\$7.00	\$4,907.00	313.00	\$2,191.00
66	2540.604	INSTALL LANDSCAPE ROCK, ALL TYPES, 3-INCH THICKNESS W/WEED BARRIER	SY	311	\$7.00	\$2,177.00	160.00	\$1,120.00
67	2540.618	INSTALL SALVAGED RETAINING WALL (ALL TYPES)	SF	262	\$23.00	\$6,026.00	30.00	\$690.00
68	2557.603	INSTALL SALVAGED WOOD FENCE (SPLIT RAIL, PLANK, CHAIN, ETC.)	LF	163	\$16.00	\$2,608.00	653.00	\$10,448.00
69	2557.603	INSTALL CHAIN LINK FENCE	LF	584	\$16.00	\$9,344.00		\$0.00
70	2557.603	FURNISH AND INSTALL SPLIT RAIL FENCE	LF	21	\$19.00	\$399.00	170.00	\$3,230.00
71	2563.602	TEMPORARY STREET NAME SIGNAGE	EACH	21	\$150.00	\$3,150.00	21.00	\$3,150.00
72	2563.610	TRAFFIC CONTROL - NEIGHBORHOOD	LS	1	\$16,000.00	\$16,000.00	1.00	\$16,000.00
73	2563.610	TRAFFIC CONTROL - BURR-ELDRIDGE MILL AND OVERLAY	LS	1	\$1,000.00	\$1,000.00	1.00	\$1,000.00
74	2563.610	TRAFFIC CONTROL - COUNTY ROAD B AND EDGERTON SIDEWALKS/TRAILS	LS	1	\$10,000.00	\$10,000.00	1.10	\$11,000.00
75	2563.610	TRAFFIC CONTROL - MCKNIGHT SIDEWALK	LS	1	\$2,500.00	\$2,500.00	1.00	\$2,500.00
76	2563.610	TRAFFIC CONTROL - BITUMINOUS FOG SEAL	LS	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00
77	2571.502	DECIDUOUS TREE 2.5-INCH BALLED & BURLAPPED	EACH	116	\$375.00	\$43,500.00	60.00	\$22,500.00
78	2573.502	SILT FENCE, TYPE HEAVY DUTY	LF	4,466	\$1.80	\$8,038.80	285.00	\$513.00
79	2573.530	INLET PROTECTION, ALL TYPES	EACH	144	\$120.00	\$17,280.00	140.00	\$16,800.00
80	2573.540	FILTER LOG, TYPE COMPOST LOG	LF	7,620	\$3.50	\$26,670.00	3550.00	\$12,425.00
81	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN - NEIGHBORHOOD	LS	1	\$32,000.00	\$32,000.00	1.00	\$32,000.00
82	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN - COUNTY ROAD B AND EDGERTON	LS	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
83	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN - BURR-ELDRIDGE MILL AND OVERLAY	LS	1	\$2,000.00	\$2,000.00	1.00	\$2,000.00

ITEM #	SPECIFICATION NUMBER	DESCRIPTION	UNIT	CONTRACT TOTAL QUANTITY	CONTRACT UNIT PRICE	EXTENDED	TO DATE QUANTITY	TO DATE EXTENDED
84	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN - MCKNIGHT SIDEWALK	LS	1	\$2,000.00	\$2,000.00	1.00	\$2,000.00
85	2573.602	FURNISH AND MAINTAIN ROCK ENTRANCE PAD AS PER PLATE 350	EACH	7	\$500.00	\$3,500.00	7.00	\$3,500.00
86	2575.523	EROSION CONTROL BLANKET, CATEGORY 3, WOOD FIBER, 2S NATURAL NETTING	SY	1,523	\$1.50	\$2,284.50	1836.00	\$2,754.00
87	2575.532	COMMERCIAL FERTILIZER, ANALYSIS 10-10-10 FOR SODDED/SEEDED AREAS (300 LBS/AC)	LB	2,893	\$0.70	\$2,025.10	2530.00	\$1,771.00
88	2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	4,831	\$1.50	\$7,246.50	7298.00	\$10,947.00
89	2575.603	WATER FOR TURF ESTABLISHMENT (ADDITIONAL)	M GAL	110	\$20.00	\$2,200.00		\$0.00
90	2575.604	TURF ESTABLISHMENT w/SEED MIXTURE 25-131 (MNDOT 260) (220 LBS/ACRE)	SY	4,831	\$0.25	\$1,207.75	7298.00	\$1,824.50
91	2575.604	TURF ESTABLISHMENT w/SEED MIXTURE 35-221 (MNDOT 330) (36.5 LBS/ACRE)	SY	1,523	\$1.00	\$1,523.00	700.00	\$700.00
92	2575.604	MINERAL SOD	SY	40,328	\$2.65	\$106,869.20	32809.00	\$86,943.85
93	2582.502	4" SOLID LINE WHITE - EPOXY	LF	5,884	\$0.30	\$1,765.20	5526.00	\$1,657.80
94	2582.502	24" SOLID LINE WHITE - EPOXY	LF	21	\$7.00	\$147.00	22.00	\$154.00
95	2582.502	4" SOLID LINE YELLOW - EPOXY	LF	875	\$0.31	\$271.25		\$0.00
96	2582.502	4" BROKEN LINE YELLOW 10-30 - EPOXY	LF	320	\$0.31	\$99.20		\$0.00
97	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	1,355	\$0.62	\$840.10	2630.00	\$1,630.60
98	2582.503	CROSSWALK MARKING WHITE - EPOXY	SF	360	\$4.20	\$1,512.00	414.00	\$1,738.80
						<b>\$2,471,382.41</b>		<b>\$2,456,572.22</b>

STORM SEWER IMPROVEMENTS								
99	2104.501	REMOVE STORM SEWER PIPE (ANY SIZE & TYPE)	LF	1,263	\$8.50	\$10,735.50	1315.00	\$11,177.50
100	2104.509	REMOVE DRAINAGE STRUCTURE (CB, MH, CB-MH, OR FES) (ANY SIZE)	EACH	16	\$350.00	\$5,600.00	22.00	\$7,700.00
101	2104.523	SALVAGE STORM SEWER CASTING	EACH	18	\$30.00	\$540.00	18.00	\$540.00
102	2104.602	SALVAGE FLARED END SECTION	EACH	2	\$100.00	\$200.00		\$0.00
103	2105.515	UNCLASSIFIED EXCAVATION FOR UNDERGROUND INFILTRATION SYSTEMS (P)	CY	6,475	\$9.45	\$61,188.75	6475.00	\$61,188.75
104	2105.603	MINOR GRADING	LF	105	\$25.00	\$2,625.00	105.00	\$2,625.00
105	2105.604	GEOTEXTILE FABRIC TYPE V - NON-WOVEN (INFILTRATION SYSTEMS)	SY	5,275	\$1.50	\$7,912.50	3500.00	\$5,250.00
106	2411.604	DRY-STACK IRREGULAR STONE RETAINING WALLS	SF	2,310	\$28.15	\$65,026.50	1387.80	\$39,066.57
107	2451.511	3-INCH TO 1.5-INCH WASHED ROCK	CY	2,650	\$49.92	\$132,288.00	2650.00	\$132,288.00
108	2501.525	12-INCH HDPE PIPE APRON	EACH	1	\$466.00	\$466.00	1.00	\$466.00
109	2501.525	15-INCH HDPE PIPE APRON	EACH	1	\$466.00	\$466.00	1.00	\$466.00
110	2501.525	21-INCH HDPE PIPE APRON	EACH	2	\$622.00	\$1,244.00	1.00	\$622.00
111	2501.525	24-INCH HDPE PIPE APRON	EACH	1	\$622.00	\$622.00	1.00	\$622.00
112	2503.511	12-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	3,044	\$24.91	\$75,826.04	3012.00	\$75,028.92
113	2503.511	15-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	1,834	\$27.90	\$51,168.60	1843.00	\$51,419.70
114	2503.511	18-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	436	\$33.52	\$14,614.72	352.00	\$11,799.04
115	2503.511	21-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	399	\$37.95	\$15,142.05		\$0.00
116	2503.511	24-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	30	\$53.57	\$1,607.10	425.00	\$22,767.25
117	2503.511	48-INCH CORRUGATED SMOOTH WALL HDPE PIPE - PERFORATED	LF	220	\$79.63	\$17,518.60	220.00	\$17,518.60
118	2503.511	60-INCH CORRUGATED SMOOTH WALL HDPE PIPE - PERFORATED	LF	1,021	\$114.42	\$116,822.82	1021.00	\$116,822.82
119	2503.602	CONNECT TO EXISTING STORM SEWER PIPE	EACH	4	\$356.00	\$1,424.00	4.00	\$1,424.00
120	2503.602	CONNECT TO EXISTING STORM SEWER / CORE DRILL	EACH	2	\$600.00	\$1,200.00	2.00	\$1,200.00
121	2503.603	PIPE BEDDING FOR HDPE STORM SEWER, PER STD PLT 440	LF	1,929	\$0.01	\$19.29		\$0.00
122	2506.502	CONSTRUCT 12" NYLOPLAST DRAIN & BASIN	EACH	1	\$827.00	\$827.00	1.00	\$827.00
123	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 2x3 BOX	EACH	30	\$1,011.00	\$30,330.00	30.00	\$30,330.00
124	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 48-INCH CB/MH	EACH	31	\$1,608.00	\$49,848.00	31.00	\$49,848.00
125	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 60-INCH CB/MH	EACH	8	\$2,415.00	\$19,320.00	8.00	\$19,320.00
126	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 72-INCH CB/MH	EACH	3	\$3,518.00	\$10,554.00	3.00	\$10,554.00
127	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 84-INCH CB/MH	EACH	4	\$6,596.00	\$26,384.00	4.00	\$26,384.00
128	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 96-INCH CB/MH	EACH	10	\$8,630.00	\$86,300.00	10.00	\$86,300.00
129	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 120-INCH CB/MH	EACH	1	\$12,225.00	\$12,225.00	1.00	\$12,225.00
130	2506.521	FURNISH & INSTALL R-1678-A FRAME & SOLID LID OR EQUIV FOR STORM SEWER	EACH	13	\$870.00	\$11,310.00	13.00	\$11,310.00
131	2506.521	FURNISH & INSTALL R-3067-V FRAME & GRATE OR EQUIV	EACH	74	\$788.00	\$58,312.00	74.00	\$58,312.00
132	2506.521	FURNISH & INSTALL NYLOPLAST 1299CGS GRATE OR EQUIV	EACH	1	\$100.00	\$100.00	1.00	\$100.00
133	2506.602	REINSTALL SALVAGED STORM SEWER CASTING	EACH	4	\$410.00	\$1,640.00	4.00	\$1,640.00
134	2511.502	RANDOM RIPRAP, CLASS IV	CY	106	\$150.00	\$15,900.00	106.00	\$15,900.00
135	2511.515	GEOTEXTILE FABRIC, TYPE IV FOR RIP RAP	SY	318	\$5.00	\$1,590.00	318.00	\$1,590.00
136	2531.602	SPLASH BLOCK ASSEMBLY - COMPLETE	EACH	37	\$455.00	\$16,835.00	21.00	\$9,555.00
137	2571.504	DECIDUOUS SHRUB, #2 CONTAINER	EACH	370	\$39.00	\$14,430.00	21.00	\$8,190.00
138	2571.504	PERENNIAL, #1 CONTAINER	EACH	925	\$14.00	\$12,950.00	1099.00	\$15,386.00
139	2571.602	RESIDENTIAL RAINWATER GARDEN PREPARATION	SF	7,400	\$5.61	\$41,514.00	6013.00	\$33,732.93
						<b>\$994,626.47</b>		<b>\$951,496.08</b>

SANITARY SEWER IMPROVEMENTS								
140	2104.523	SALVAGE SANITARY SEWER CASTING	EACH	46	\$30.00	\$1,380.00	38.00	\$1,140.00
141	2104.603	ABANDON IN PLACE - 20-INCH SANITARY SEWER PIPE	LF	1,260	\$11.41	\$14,376.60	1260.00	\$14,376.60
142	2503.602	8" x 6" SCHEDULE 40 SERVICE WYE	EACH	5	\$908.00	\$4,540.00	14.00	\$12,712.00
143	2503.603	8" SANITARY SEWER LINING	LF	4,623	\$17.00	\$78,591.00	4639.00	\$78,863.00
144	2503.603	12" SANITARY SEWER LINING	LF	50	\$315.00	\$15,750.00	50.00	\$15,750.00
145	2503.603	PIPE BEDDING FOR PVC SANITARY SEWER PIPE OR WATERMAIN PER STD PLATE 440	LF	4,078	\$0.01	\$40.78		\$0.00
146	2503.603	4" OR 6" PVC, SCH. 40 SANITARY SEWER SERVICE PER PLATE 410 OR 410A	LF	1,486	\$56.96	\$84,642.56	1165.00	\$66,358.40
147	2506.521	FURNISH & INSTALL R-1678-A FRAME & R-1422-0015 LID FOR SANITARY SEWER	EACH	45	\$870.00	\$39,150.00	38.00	\$33,060.00
148	2506.603	RECONSTRUCT SANITARY SEWER MANHOLE	VF	85	\$276.00	\$23,460.00	126.00	\$34,776.00
						<b>\$261,930.94</b>		<b>\$257,036.00</b>

WATERMAIN IMPROVEMENTS								
149	2504.602	ADJUST CURB STOP HOUSING	EACH	65	\$75.00	\$4,875.00	32.00	\$2,400.00
150	2504.602	ADJUST GATE VALVE BOX	EACH	54	\$150.00	\$8,100.00	45.00	\$6,750.00
151	2504.602	WATER UTILITY HOLE (EXCAVATE & BACKFILL)	EACH	11	\$764.00	\$8,404.00	6.00	\$4,584.00
152	2504.602	WATER UTILITY OFFSET/REPLACEMENT TRENCH (EXCAVATE & BACKFILL)	EACH	3	\$1,500.00	\$4,500.00	3.00	\$4,500.00
153	2504.603	REPAIR CURB STOP HOUSING / GATE VALVE BOX	EACH	11	\$400.00	\$4,400.00	2.00	\$800.00
154	2504.603	WATER MAIN TRENCH	LF	10,771	\$26.01	\$280,153.71	11027.73	\$286,831.26
155	2504.603	WATER SERVICE TRENCH	LF	546	\$40.74	\$22,244.04	566.00	\$23,058.84
156	2504.604	2" INSULATION	SY	270	\$15.00	\$4,050.00	88.77	\$1,331.55
157	2506.521	FURNISH & INSTALL CASTING ASSEMBLY, TYPE FORD COVER A-1	EACH	20	\$181.00	\$3,620.00	11.00	\$1,991.00
						<b>\$340,346.75</b>		<b>\$332,246.65</b>

PRIVATE DRIVEWAY IMPROVEMENTS								
158	2104.503	REMOVE CONCRETE SIDEWALK PAVEMENT (PRIVATE)	SF	24	\$1.50	\$36.00	52.30	\$78.45
159	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT (PRIVATE)	SY	119	\$4.88	\$580.72	298.80	\$1,458.14
160	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT (PRIVATE)	SY	105	\$11.96	\$1,255.80	26.70	\$319.33
161	2105.507	COMMON EXCAVATION, CY (EV) FOR EXPANSION OF DRIVES AND WALKS (PRIVATE)	CY	18	\$25.00	\$450.00		\$0.00
162	2105.507	SUBGRADE EXCAVATION, CY (EV) FOR DRIVEWAYS (PRIVATE)	CY	10	\$25.00	\$250.00	6.90	\$172.50
163	2105.526	SELECT TOPSOIL BORROW, CY (CV) FOR TURF ESTABLISHMENT (PRIVATE)	CY	12	\$22.00	\$264.00	5.50	\$121.00



**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Paul Schnell, Chief of Police  
**DATE:** January 19, 2016  
**SUBJECT:** Approval for Police Department to Accept Donation from Schmelz Countryside Volkswagen

**Introduction**

Schmelz Countryside Volkswagen has submitted a \$2,500 donation to the Maplewood Police Department, and City Council approval is required to accept this donation. We are also requesting authorization for the establishment of a donation fund to be used for public safety prevention and intervention initiatives.

**Background**

Schmelz Countryside Volkswagen has long been a supporter of the Maplewood Police Department and its various prevention efforts.

They have donated \$2,500 to the department, and Countryside President John Schmelz has requested that the donation be put toward senior citizen and youth public safety prevention programming.

The Maplewood Police Department is grateful for the incredibly generous support of departmental programs and activities that seek to reduce youth offending and efforts to minimize the exploitation of senior citizens.

**Budget Impact**

The donation by Schmelz Countryside Volkswagen provides the City and its Police Department with extremely helpful resources to aid those most vulnerable – elderly people and children. The donation aids our efforts in crime prevention and/or community-building initiatives that are prevention and intervention focused.

**Recommendation**

Approval of a resolution accepting a \$2,500 donation from Schmelz Countryside Volkswagen and authorization for the establishment of a donation fund to be used for senior citizen and child-focused public safety prevention and intervention initiatives.

**Attachments**

1. Letter from Schmelz Countryside President John Schmelz
2. Donation Acceptance Resolution



January 7, 2016

1180 East Hwy. 36 at 61  
St. Paul, Minnesota 55109  
Tel: (651) 484-8441  
Fax: (651) 484-8446  
www.saabvw.com

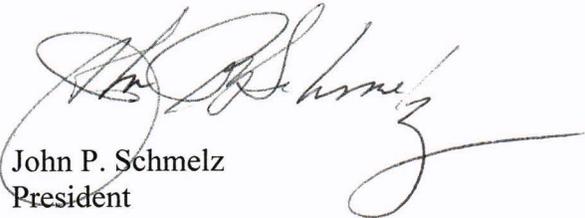
Mr. Paul Schnell  
Chief of Police  
City of Maplewood  
1830 County Road B  
Maplewood, MN 55109

Dear Chief Schnell:

As we begin another year, I would like to take this opportunity to thank you and your staff for a job well done.

Enclosed please find a donation of \$2,500. I trust that you will put this to good use as you are aware of the needs of our community. Since we have just contributed \$1,000 to the Fire Department for their children's program, this year I would like to see \$1,000 go to youth with the remaining \$1,500 put towards a senior citizen program.

Best wishes for a good 2016 from Schmelz Countryside Volkswagen.

  
John P. Schmelz  
President

JPS/jjf  
Encl.

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

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

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

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

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

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

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Paul Schnell, Chief of Police  
**DATE:** January 19, 2016  
**SUBJECT:** Approval of Contract with Hillcrest Animal Hospital for Animal Impound and Associated Services

**Introduction**

Hillcrest Animal Hospital has provided around-the-clock animal impound and associated services to the City of Maplewood for many years. The arrangement is effective, with all procedures and processes well understood and established. The police department seeks to continue obtaining these needed services from Hillcrest and this contract is a reflection of that goal.

**Background**

City Attorney Kantrud recently updated the contract with and between the City of Maplewood and Hillcrest Animal Hospital. Hillcrest is the location police and community service officers take impounded and/or injured domestic animals. While the greatest portion of cost associated with this agreement is for impound services, there are occasions when Hillcrest veterinarians must treat or humanely euthanize animals that are sick or injured.

**Budget Impact**

All costs associated with this agreement are within the approved 2016 budget.

**Recommendation**

Approval of the contract with and between Hillcrest Animal Hospital and the City of Maplewood.

**Attachments**

1. Contract

**ANIMAL IMPOUND SERVICES AGREEMENT  
HILLCREST ANIMAL HOSPITAL  
AND CITY OF MAPLEWOOD, MINNESOTA**

This agreement, effective on the 1st day of January, 2016, by and between Hillcrest Animal Hospital, hereinafter referred to as "HAH" and the City of Maplewood, a municipal corporation located in the County of Ramsey, State of Minnesota, hereinafter referred to as, "City".

In consideration of the covenants and agreements, hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. **Services.** HAH shall serve as the impound facility for the City beginning on the date of the signing of this agreement, providing services as follows:
  - a. HAH shall receive and care for any small domestic animal brought to it during business hours by an authorized City representative.
  - b. If an animal is diseased, vicious, rabid or exposed to rabies and the animal cannot be impounded without serious risk to the persons attempting to impound the animal, it may be immediately humanely euthanized.
  - c. Impounded animals shall be kept in a suitable, humane manner for a period required by the City Ordinance or applicable State Law, whichever is more restrictive.
  - d. In the event that any animal is unclaimed after the expiration of any applicable redemption or quarantine period, or five (5) business days, whichever is longer, it shall become the property of HAH and may be disposed of or sold at its sole discretion. All proceeds from the disposition of such animals shall be the sole property of HAH.
  
2. **Fees.**
  - a. If an animal is unclaimed, the City shall pay to HAH the charges as agreed to on "Exhibit A" to this Agreement within 30 days of receipt of an itemized invoice thereof.
  - b. Before an animal is released to its owner, HAH or its agent shall collect the charges specified on "Exhibit A" to this Agreement.
  
3. **Records/ Data Practices.**
  - a. HAH shall maintain a custodial record of all animals brought in pursuant to this agreement per Minnesota Statute § 346.47 subd. 2 and shall promptly respond to inquiries from the City for information or documentation related to its performance of this agreement.
  - b. HAH shall comply with the Minnesota Data Practices Act and all other State and Federal laws relating to data privacy or confidentiality, and shall hold the City and its employees harmless from any claims resulting from an improper disclosure or use of data it receives or maintains in performance of this Agreement. HAH shall immediately report to the City any requests from third parties for information relating to its performance of this agreement.
  
4. **Indemnity.** HAH shall be liable for and shall defend, indemnify and hold the City, its officers, employees or agents harmless from any and all claims, lawsuits, losses, damages or expenses on account of bodily injuries, sickness, disease, death and property damage, including injury to animals caused by or resulting from its activities under this Agreement.
  
5. **Insurance.** HAH shall purchase and maintain, at its own expense, a general liability insurance policy with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. HAH shall provide the City with proof of insurance upon request of the City. HAH shall carry and upon request of the City provide proof of Workers Compensation Insurance coverage required by Minnesota Law.



**ANIMAL IMPOUND SERVICES AGREEMENT  
EXHIBIT A**

**Charges due from City of \_\_\_\_\_, Unclaimed Animal:**

\$19.00	Daily boarding fee, up to 5 days
\$150.00	Maximum, statutory veterinary services
\$30.00	Euthanasia
\$55.00	Cremation
\$50.00	Disposal of animal not euthanized
\$20.00	Administration fee if we sell city licenses
\$12.00	Administration fee if we do not sell city licenses

Charges due from the City of \_\_\_\_\_ shall be reduced by any City of \_\_\_\_\_ impound fees collected from owners of claimed animals.

**Charges due from Owner, Claimed Animal**

\$22.00	Daily boarding fee
Actual Cost	Veterinary services
\$12.00/\$20.00	Administration fee if we do not/do sell city licenses
\$XX.XX	City of _____ Impound Fee (per City ordinance)

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## MEMORANDUM

**TO:** Melinda Coleman, City Manager

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

**DATE:** January 19, 2016

**SUBJECT:** Approval of Tree Ordinance Summary Publication (Super Majority Vote)

### Introduction

The City Council adopted amendments to the Tree Ordinance and reconfiguration of the Environmental Chapters on December 21, 2015. The ordinance goes into effect upon publication. According to state law, the City Council may direct that a summary of an ordinance be published rather than the entire ordinance text. The Tree Ordinance and reconfiguration of the Environmental Chapters contained 24 pages of text which would be costly to publish. As such, staff is recommending the City Council authorize a summary ordinance for publication.

### Background

State statute requires that summary ordinances give an accurate synopsis of the essential elements of the ordinance. Staff proposes the following language for the summary ordinance:

#### **Ordinance Nos. 961 and 962**

#### **Ordinances to the Maplewood Municipal Code Regulating Trees in the City of Maplewood and the Reconfiguring the City's Environmental Chapters**

On December 21, 2015, the Maplewood City Council adopted a Tree Ordinance and reconfiguration of the City's Environmental Chapters. Following is a summary of the new ordinances:

1. 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).
2. Definitions: Amendments to the definitions to add clarity to the ordinance.
3. 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.
4. 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.
5. **Diseased and Hazardous Trees:** A new section of the ordinance that deals with diseased and hazardous trees.
  6. **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.
  7. **Environmental Chapters:** During the tree ordinance updates the City Council combined all environmental ordinances in one location. Previously the ordinances were 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).

The Tree Ordinance and reconfiguration of the Environmental Chapters goes into effect after publication. An official copy of the Tree Ordinance is on file in the office of the Maplewood City Clerk, 1830 County Road B East, Maplewood, or can be obtained on the city's website at [www.ci.maplewood.mn.us/trees](http://www.ci.maplewood.mn.us/trees). Questions regarding this ordinance should be directed to Shann Finwall, AICP, Environmental Planner at (651) 249-2304 or [shann.finwall@maplewoodmn.gov](mailto:shann.finwall@maplewoodmn.gov).

#### **Budget Impact**

None

#### **Recommendation**

Adopt the attached Tree Ordinance summary publication. Once approved by the City Council, staff will publish the summary ordinance in the City's official newspaper.

#### **Attachment**

Tree Ordinance Summary Publication

## Ordinance Nos. 961 and 962

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## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** DuWayne Konewko, Parks and Recreation Director  
Ginny Gaynor, Natural Resources Coordinator  
Ann Hutchinson, Lead Naturalist

**DATE:** January 25, 2016

**SUBJECT:** Consider Approval of Pollinator Resolution

### INTRODUCTION

There has been interest in Maplewood in becoming a pollinator-friendly city. The Environmental and Natural Resources Commission and Parks and Recreation Commission have approved a pollinator resolution (Attachment 1).

### DISCUSSION

On October 22, 2015, Representative Leon Lillie hosted a pollinator forum in Maplewood, moderated by Representative Rick Hansen. A panel of scientists, agency personnel, and activists helped raise awareness and understanding of the importance of pollinators and the difficulties they are facing. Several cities in the metro area have adopted pollinator resolutions, pledging to adopt practices that help protect pollinators. These cities include: Shorewood, Lake Elmo, St. Louis Park, Stillwater, Minneapolis, South St. Paul.

Maplewood staff from several divisions met to discuss best management practices for pollinators and to draft a pollinator resolution. During this process staff reviewed resolutions from other communities and sought input from Erin Rupp from Pollinate Minnesota, a non-profit dedicated to education and advocacy on behalf of pollinators. Attached is the proposed pollinator resolution for Maplewood. The proposed resolution was approved by the Environmental and Natural Resources Commission on December 15, 2015 and by the Parks and Recreation Commission on December 16, 2015.

#### ***What are pollinators and why are they so important?***

Pollinators are animals that help transport pollen from the anther to the stigma of flowers, assisting in pollination which is needed for reproduction and for the production of seed, fruits, and nuts. Pollinators include insects such as bees, beetles, flies, and butterflies, as well as other animals such as hummingbirds and bats. Bees in particular are excellent pollinators and much of the focus on pollinators is devoted to bees.

About 1/3 of the foods we eat depend on pollination by insects. In the United States, the non-native European honeybee is the most commonly used bee commercially. Growers often hire contractors to bring honeybee hives into their fields or orchards to pollinate the crops. Many species of native bees are also excellent pollinators of food crops and as knowledge of these species increases, their use in commercial food production will likely increase.

In addition to their importance to production of food for humans, pollinators are an essential part of natural ecosystems. Over 85% of the world's flowering plants rely on animal pollinators for reproduction. Without healthy pollinators our plant communities would degrade and wildlife that depends on those plants for food and habitat would decline.

### ***What are the issues facing pollinators?***

Pollinator declines in health and population were first noted in commercial honeybees in the early 2000's with the advent of Colony Collapse Disorder. In 2007, a National Research Council Report "Status of Pollinators in North America" documented the decline of honeybees, and found that major risk factors were pests and pathogens, poor nutrition, pesticide exposure and lack of genetic diversity.

Additional research suggests a strong link between the decline of bees to a particular group of insecticides known as neonicotinoids that are used in commercial nurseries and agriculture. In addition, pathogens that have spilled over from commercially produced bumble bees for greenhouse pollination appear to have contributed to declines in some native bumble bees. Research and monitoring programs were recommended to determine the status and health of our native bee populations.

### ***How do past and existing Maplewood programs help pollinators?***

Maplewood has many programs and practices that help protect pollinators.

1. Preservation of habitat. The City has preserved hundreds of acres of natural vegetation. Our woods, wetlands, prairies and grasslands all provide habitat for pollinators. In addition, the city has many gardens with native and non-native plants that provide food and nesting for pollinators.
2. Habitat enhancement. Increasing the diversity of native plant species is a primary objective of improving habitat for native bees and other pollinators. Since the 1980's the city has been managing and enhancing its natural areas. Native plants are used heavily in our city gardens.
3. Education and Outreach. Since the founding of Maplewood Nature Center in 1978, the city's naturalists have presented dozens of programs on insects (including pollinators), native plants, and local ecology. In 2000, our naturalists began teaching classes on landscaping with native plants, including butterfly gardening. In 2013, Maplewood Nature Center held its first pollinator series, with programs for families and for adults.
4. Monitoring. Maplewood Nature Center staff have been tagging monarchs for over 20 years, typically as part of a public program or open house. In 2015, staff began citizen monitoring of bees at Fish Creek (see Fish Creek Pollinator Program below).

5. Rare use of insecticides in landscape. The city almost never uses insecticides in the landscape. Insecticide use has been restricted to spraying bee or wasp nests in work or play areas. In addition, in 2010, City Council approved an Emerald Ash Borer Plan, which prohibited the use of insecticides to manage EAB on trees at city-owned land.

### ***Fish Creek Pollinator Grant***

In 2015, Great River Greening received a Legislative-Citizen Commission on Minnesota Resources grant to partner with Maplewood Nature Center and Xerces Society on a pollinator program: *Citizen Engagement for Pollinator Habitat Restoration and Monitoring*. The grant runs from July 2015 through June 2018. There are four key components to the program.

1. Habitat enhancement. The grant includes funds for Great River Greening to help with habitat enhancement at Fish Creek. This work will focus on planting plugs to increase the diversity of native plants at the site. Most of the planting will be done by volunteers.
2. Education – K-12. The grant includes \$34,000 for Maplewood Nature Center to conduct pollinator education at the Fish Creek Natural Area. During the 3-years of the grant, naturalists will take 800 school children to Fish Creek to observe and learn about pollinators and to help enhance habitat at the site. The program launched in September 2015 with five classrooms visiting the site.
3. Education – Adults. The Nature Center and Xerces Society will present four workshops for adults focusing on bee monitoring and pollinator-plant interactions. The first workshop was presented in September 2015 and focused on bee identification and monitoring. As part of the grant, Xerces Society developed a bee identification and monitoring guide for our region, which is being used in the workshops.
4. Citizen Monitoring – Bee Surveys. Xerces Society and Maplewood Nature Center will conduct six citizen bee monitoring events at Fish Creek. In September 2015, we tested the protocol with volunteers trained at the fall adult workshop. Five transects were set up on at the Fish Creek site and volunteers will monitor bees along those transects once each month during the growing season.

### ***What is in the proposed resolution and what would it mean for Maplewood?***

There are four main actions in the proposed resolution.

1. The City shall undertake its best efforts to become a pollinator-friendly City by undertaking best management practices to protect pollinators on public lands within the City.
2. The City shall develop a policy for the use of insecticides and utilize best practices to limit the use of systemic insecticides on city property including insecticides from the neonicotinoid family and will request commercial applications are free of systemic insecticides including neonicotinoids.
3. The City shall undertake its best efforts to plant native plants and plants favorable to bees and other pollinators in the City's public spaces.
4. The City shall undertake its best efforts to communicate to Maplewood residents the importance of creating and maintaining pollinator-friendly habitat and will

encourage residents and businesses to use pollinator-friendly practices.

In the resolution, we use the term insecticide, rather than pesticide. Pesticide is an umbrella term that includes herbicides, fungicides, insecticides, rodenticides, etc. This resolution just targets insecticides. The wording regarding limiting insecticide use reflects the need for occasional targeted isolated use of insecticide, for example, to kill wasps or bees in a play area or work area. Staff uses herbicides (pesticide that kills plants) in turf management, gardens, preparing sites for prairie restoration, buckthorn removal, and invasive species control. We try to minimize herbicide use by practices such as mulching and using sustainable turf management to grow healthy grass that can outcompete weeds.

With the approval of a pollinator resolution, staff will begin developing policies and guidelines to incorporate best management practices for pollinators into city operations. In addition to restricted insecticide use and planting pollinator friendly plants, best practices include adjusting mowing and burning practices on natural areas and in native gardens, and purchasing plants and seed grown without neonicotinoids. As we develop policies we will also invigorate our educational outreach and encourage residents to adopt best practices for pollinators in their yards and gardens.

## **RECOMMENDATION**

Consider approval of a pollinator resolution.

### Attachments:

1. Proposed resolution

**RESOLUTION ENDORSING THE PROTECTION OF POLLINATORS  
AND ENHANCEMENT OF POLLINATOR HABITAT**

WHEREAS, the City of Maplewood is dedicated to the protection of pollinators; and

WHEREAS, the City of Maplewood has many established programs and practices that help protect pollinators including preservation of natural areas, enhancing habitat including prairie restoration and use of native plants in gardens and plantings, very limited use of insecticides in the landscape, pollinator education and outreach to the community;

WHEREAS, bees and other pollinators are integral to a wide diversity of essential foods including fruits, nuts, and vegetables; and

WHEREAS, native bees and honey bees are threatened due to habitat loss, pesticide use, pathogens and parasites; and

WHEREAS, research suggests that there is a link between pesticides that contain neonicotinoids and the die-off of plant pollinators, including honey bees, native bees, butterflies, moths, and other insects; and

WHEREAS, neonicotinoids are synthetic chemical insecticides that are similar in structure and action to nicotine, a naturally occurring plant compound; and

WHEREAS, the City Council finds it is in the public interest to demonstrate its commitment to a safe and healthy community environment through the implementation of practices that protect pollinators on city parks, open spaces, and city property.

NOW, THEREFORE, IT IS HEREBY RESOLVED for and on behalf of the City of Maplewood, Minnesota and its citizens that:

1. The City shall undertake its best efforts to become a pollinator-friendly City by undertaking best management practices to protect pollinators on public lands within the City.
2. The City shall develop a policy for the use of insecticides and utilize best practices to limit the use of systemic insecticides on city property including insecticides from the neonicotinoid family and will request commercial applications are free of systemic insecticides including neonicotinoids.
3. The City shall undertake its best efforts to plant native plants and plants favorable to bees and other pollinators in the City's public spaces.
4. The City shall undertake its best efforts to communicate to Maplewood residents the importance of creating and maintaining pollinator-friendly habitat and will encourage residents and business to use pollinator-friendly practices.

Passed by the Maplewood City Council on \_\_\_\_\_,

\_\_\_\_\_  
Nora Slawik, Mayor

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

### Pollinator Resolution

- Oct 2015 Rep Leon Lillie hosted Pollinator Forum in Maplewood
- Officials and residents interested in adopting pollinator resolution
- Drafted a resolution for consideration and approval by council
- ENR and Parks commission approved resolution

### What Are Pollinators?

- Animals that transfer pollen between flowers, thus producing seeds, fruits, nuts and other foods that we eat.
  - Insects: bees, beetles, flies, butterflies, wasps and more!
- 1/3 of foods we eat are insect pollinated

### Bees- both Honey bees and Wild bees are Nature's BEST Pollinators.



<https://catalog.extension.oregonstate.edu/iaa/catalogaccessions/oregonstate.edu/files/project/pdf/mw591.pdf>

85% of flowering plants rely on wild animal pollinators

### Issues Facing Pollinators

- Early 2000's documented decline in commercial honeybees and wild bees
- Research shows decline in many other pollinators as well
  - Habitat loss and poor nutrition
  - Pests and pathogens
  - Pesticide exposure
- Research suggests strong link between decline of bees and neonicotinoid insecticides

### Pesticide Use

- Neonicotinoid is a Systemic Insecticide:
  - for example a seed coated with Imidacloprid will incorporate the insecticide into its tissues as it grows, and it can be found in both pollen and nectar of the mature plant. Affects any insect feeding on the plant.
- Pesticide is umbrella term for-
  - Herbicides, fungicides, insecticides, rodenticides, etc.
  - Resolution just addresses insecticides, not herbicides

### Current Maplewood Pollinator Friendly Practices

- City uses almost no insecticide.
- EAB plan does not allow use of insecticide.
- Preservation of habitat
- Habitat enhancement
  - Natural areas and gardens
- Education via MNC
  - Trees for the bees- March 19
  - Native plants
  - Pollinators/Bumblebees
  - Monarch tagging



### Fish Creek Pollinator Grant

- LCCMR Grant: Environment and Natural Resources Trust Fund
  - As recommended by Legislative-Citizen Commission on MN Resources
- July 2015 - June 2018
- Partners
  - GREAT RIVER GREENING
  - THE XERCES SOCIETY FOR INVERTEBRATE CONSERVATION
- 5 Key Activities





### Fish Creek Habitat Enhancement

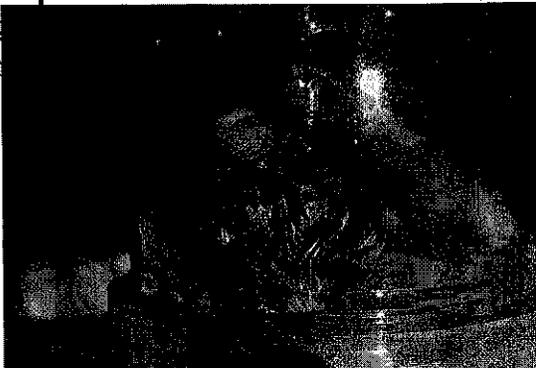


### Pollinator Guide

- Developed by Xerces Society under this grant
- Will be available in summer 2016
- Bee Identification
- Monitoring protocol



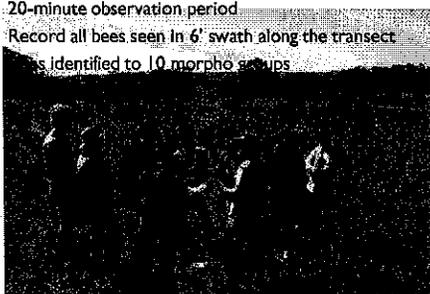
### Adult Education – 4 Workshops



### Bee Monitoring at Fish Creek – 3 years

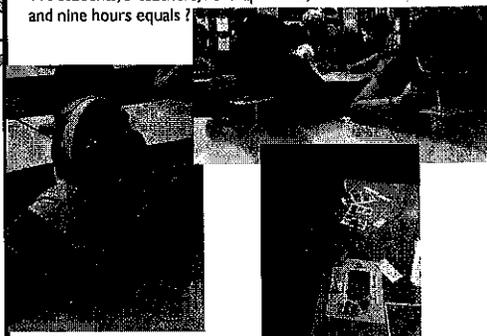
Strategy:

- Set 5 200-foot transects
- 20-minute observation period
- Record all bees seen in 6' swath along the transect
- Bees identified to 10 morpho groups



### School Groups – Goal 800 students

- 110 students, 5 teachers, 25 chaperones, and nine hours equals ?





### Proposed Pollinator Resolution

- City Shall undertake best management practices to protect pollinators on city land
- Develop policy to limit the use of insecticides, including neonicotinoids.
  1. Would be part of an Integrated Pest Management Plan- where use of insecticide is a last resort
  2. Would likely allow for targeted use to kill wasps or bees in a play area or work area
  3. Would address whether there would be other exceptions and how those decisions would be made

### Proposed Pollinator Resolution

- Plant native plants and pollinator friendly plants on city land.
- Educate and encourage Maplewood residents to use pollinator friendly practices at home.

### Pollinator Resolution

- Consider approval of the pollinator resolution.
- If approved, in 2016 staff will be developing the guidelines and best management practices to support the pollinator resolution

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** DuWayne Konewko, Parks and Recreation Director  
Ginny Gaynor, Natural Resources Coordinator  
James Taylor, Parks and Recreation Manager

**DATE:** January 25, 2016

**SUBJECT:** Consider Approval of Updates to Fish Creek Master Plan

**Introduction**

Maplewood City Council approved the Fish Creek Master Plan in October 2012 (Attachment 1). City and county staff are proposing updates to the Master Plan, which have been reviewed by several commissions.

**Discussion**

The 70-acre Fish Creek site was acquired by the City of Maplewood in December 2013. Ramsey County owns 142 acres adjacent. The city and county developed a master plan to cover both the city and county sites and are working together on management. In addition, Great River Greening, a non-profit organization dedicated to restoring native ecosystems, is our partner on restoring the site to native plant communities.

Several land management projects have been conducted over the past four years.

1. Great River Greening received a \$212,500 Outdoor Heritage Fund grant for restoration at the site. This enabled us to remove buckthorn and selected trees, plant trees and shrubs, and restore the open grassland areas to native prairie. Greening excels at bringing volunteers into their land management projects and through them the city has developed strong ties to Thomson Reuter volunteers and this past fall brought volunteers from 3M Company to the site.
2. St. Thomas University provided funding and volunteers for tree planting at the site, in conjunction with a research study they are conducting at the site on carbon sequestration.
3. Ramsey County received a Conservation Partners Grant to remove buckthorn on the county land adjacent to the city-owned property. This work is in progress and will likely be completed this year.
4. Great River Greening received a Minnesota Environment and Natural Resources Trust Fund grant for several pollinator projects, including one at the Fish Creek site. Through this grant, Greening will help increase the diversity of native plants at the site by planting prairie plugs with volunteers. In addition, this grant brings \$34,000 to Maplewood Nature Center for pollinator education and monitoring at the site, including bringing 800 school children to the site over a three-year period. Xerces Society is also a partner on this grant.

The Fish Creek site has been open to the public since 2013, but has limited use by individuals visiting on their own due to lack of parking and trails. Funding is available for constructing a portion of the trail system in 2016. On August 10, 2015, Council authorized staff to begin working on design and specifications for trail and parking lot. As city and county staff began that work, we saw a need to update the Master Plan. A proposed update to the Master Plan is attached (Attachment 2).

Proposed changes to the Master Plan were brought before the public at a December 2, 2015 open house. In addition, the updated plan was reviewed by several commissions:

1. The Heritage Preservation Commission approved the updated plan on December 10, 2015;
2. The Environment and Natural Resources Commission approved the updated plan on December 15, 2015;
3. The Parks and Recreation Commission approved the trail and parking lot changes at their December 16, 2015 meeting, but they did not approve a shelter/program building south of the creek (see further discussion on this below).
4. The Ramsey County Parks Commission approved the concept on January 13, 2016.

### ***Why are we considering updates to the plan?***

With funding available for the first phase of trail development at Fish Creek, it is essential to ensure the trail and parking will serve future needs and improvements at the site. Maplewood and its partners have done many educational programs and volunteer events at the site over the past five years. Programs have included:

- Spring and fall wildflower hikes with naturalist
- Celebration – Fish Creek Community event in September 2013
- Archeology – Two-day community archeology dig at the site in 2015
- Numerous volunteer events with corporate groups (Thomson Reuters, 3M), school groups, and the public
- Invasive Species Blitz
- Pollinator Monitoring
- Pollinator Education – Began Fall 2015 and over three years will bring 800 school children to site

To sustain this type of programming it has become clear that a shelter or interpretive center is needed at the site. In addition, when the Master Plan was approved in 2012, it was not clear whether Maplewood would keep the eight acres along Carver Avenue so the plan did not address that area. The new concept plan includes amenities in that area.

The approved Parks System Master Plan provides guidelines on how to move forward with the development of Fish Creek. In Chapter 5, in the Natural Area and Greenways section, recommendations state:

1. Establish Community Preserves as integrated, multi-purpose areas set aside for preserving natural resources, connecting people to nature, and providing educational programming and historical interpretation.

- a. Categorize Maplewood Nature Center, Prairie Farm, Gladstone Savanna, and the Fish Creek Preserve as Community Preserves.
- b. Use natural resource management plans to guide preservation, management, and restoration of natural resources.
- c. Use individual master plans for each Community Preserve to define each preserve's ability to accommodate natural resource based recreation opportunities such as play areas, sitting areas, picnic shelters, paved trail networks, community gardens, educational programming, and camping.
- d. Provide historic interpretation to share history of the site.

Also, in the same section:

5. b. Explore opportunities to create satellite locations for nature-based programming in select preserves.

### ***What changes are proposed?***

The key changes are the addition of parking and a shelter/program building on the south side of Fish Creek, amenities near Carver Avenue, and a programmed camping area on county-owned open space to teach camping skills (not open camp rentals). Minor adjustments have been made on the trail system.

Deed restrictions require 62 acres of the site to remain as conservation land (the eight acres near Carver Avenue does not have restrictions). We are allowed to put trails, parking, and sitting areas on the conservation land. In addition, the Minnesota Department of Natural Resources is open to receiving a proposal that includes a building or shelter for nature programming in the disturbed former home site south of the creek on Henry Lane.

### ***Public input received***

The proposed updated Master Plan received very positive comments at the public meeting and commission meetings. Some changes were made on the plan in response to questions or suggestions by the public.

Maplewood's Parks and Recreation Commission's discussion focused on the appropriateness of having a programming building on the land south of Fish Creek. One commissioner advocated that a shelter/program building and parking facility needed to be located north of the creek to keep the core of the site as a natural area. The commission voted 5 to 1 to approve the updated changes to the trail and parking lot location. It did not take a vote on the inclusion of a shelter/program building.

Staff recommends that the Master Plan includes a shelter/program building south of the creek. This is a degraded area, which once had a house on it. In addition, this proposed parking lot and building site is about 125 feet from the highway and the noise level is very high. Siting the parking lot and building here make the hike to the bluff top, where most of our programming occurs, more reasonable for groups of school children and the public.

**Budget Impacts**

None

**Recommendation**

Consider approval of the updated Fish Creek Master Plan.

Attachments:

1. Fish Creek Master Plan Approved in 2012
2. Proposed Updated Fish Creek Master Plan

**Fish Creek**  
**Master Plan Concepts**  
10/12/12

The City of Maplewood and Ramsey County have prepared this Master Plan for the 70-acre parcel of land south of Carver Avenue. This Master Plan was prepared jointly to ensure protection of natural resources, to provide public access to the site, and to ensure connectivity of habitats and trails. The Master Plan includes a map showing Trail Concept, a map showing Target Vegetation, and this narrative.

### **Site Use and Activities**

This site is a natural area for wildlife and a place for people to experience and enjoy nature. Grants received for acquisition of the 50 acres south of Fish Creek restrict the land to passive uses. Hiking, bird watching, and nature study are appropriate uses at the site. The area north of the creek does not have these restrictions. However, much of the northern section is protected wetland and this plan proposes the north section remains natural. The 8 acres adjacent to Carver Avenue may be developed someday. If that area is not developed, it could remain natural or be used as active parkland or community garden.

### **Master Plan Process**

Three public meetings were held in summer 2012 to develop the site plan, which was then drafted by city and county staff. The Master Plan will be reviewed by three Maplewood commissions for their recommendation: Parks and Recreation Commission, Environmental and Natural Resources Commission, and Heritage Preservation Commission. The Plan will then be submitted to Maplewood City Council.

### **Parking**

***Parking Lot on Henry Lane.*** The plan calls for a small parking lot of approximately 20 stalls on Henry Lane, sited north of the Fish Creek. This location will provide a direct connection to the rustic trail along the creek and will help constrict illegal vehical access to the site since the creek is a “pinch point.”

***Parking Lot Near Point Douglas Road.*** The plan shows trail access from the west at Oakwood Church, 1388 Point Douglas Road. In the past, the church indicated a willingness to explore being a trailhead for the rustic Fish Creek Hiking Trail and allowing people to use their parking lot. Prior to trail development, the city and county should pursue discussions of this with Oakwood Church. If this option does not come to fruition, the county owns land along Point Douglas Road north of the church and the trail could come to this point. However, parking on this parcel of county land would likely be limited to just a few stalls, rather than a parking lot.

## Trails

***Paved Trail Loop.*** An 8' to 10'-wide bituminous trail will take visitors from the Henry Lane parking lot on a loop to the bluff top. Some of this trail takes advantage of old driveways on the site, to reduce disturbance and need for grading. The trail would comply with the American with Disabilities Act standards. Two alternate trail sections are shown on the Master Plan, which would depend on funding.

***Fish Creek Hiking Trail.*** A rustic trail will take visitors along the creek from Point Douglas Road to Henry Lane. This trail would be graded to minimize erosion and would be mowed grass in open areas and soil surface in wooded areas. A portion of the trail would be on both sides of the creek.

***Additional Rustic Trail Loop.*** A rustic trail (graded, mowed) is planned for the southern portion of the site and continues on the county open space.

***Additional Discussion.*** During the public meetings a suggestion was made to have a section of paved trail from Oakwood Church going south to the most scenic section of the creek – the canyon. This is not shown on the map but it is an idea worth further discussion by the county and Oakwood Church.

## Overlooks and Benches

The Master Plan shows three vista locations. Benches would be located at these sites. Additional benches would be installed along the trails as needed.

## Water and Bathroom Facilities

No drinking water or bathroom facilities are planned for the site. However, the parking lot on Henry Lane should be constructed to allow for a porta-potty, in case a porta-potty is needed in the future.

## Signage

At a minimum, signage at the site should include an entry sign with the name of the preserve, a rule sign, a map of the trail system, and boundary markers where necessary to delineate public and private land. (Also see Site Interpretation below.)

## Target Vegetation

The Master Plan shows the target vegetation planned for the site. This site was historically woodland, and was later cleared for farming. An aerial photo from 1940 shows only two small areas of trees on the site. Today the site is a mix of pasture grasslands, degraded woodlands, and a pine plantation. The restoration plan for the site is to transition the open grasslands to prairie and oak savanna and to

enhance the existing wooded areas by removing non-native trees and brush and planting species that are native to oak woodland.

### **History and Archeology**

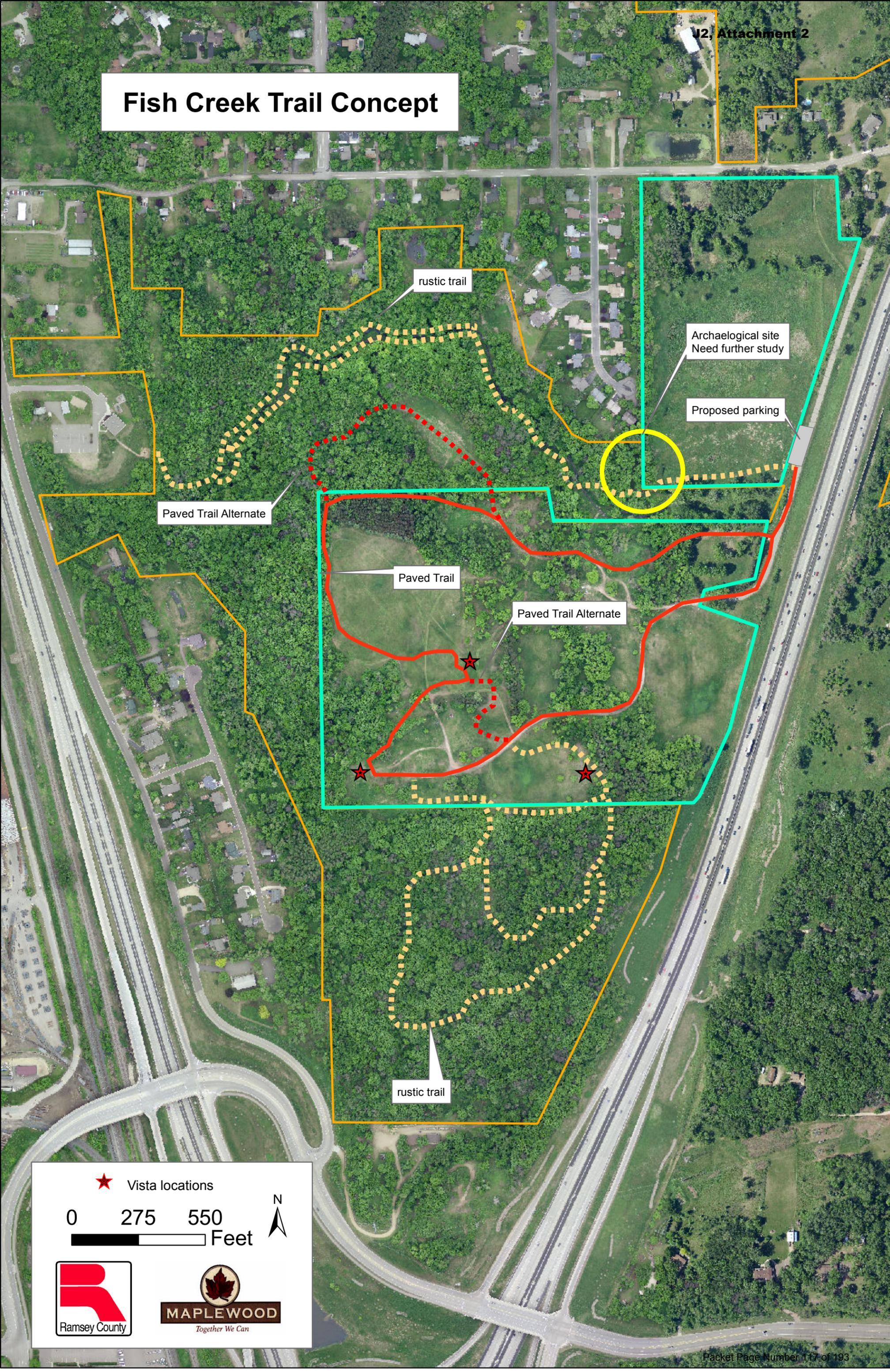
In 2005, Summit Envirosolutions, Inc. conducted a Phase I archaeological survey of the 70-acre Fish Creek site for CoPar Development. Summit recommended one archeological site, 21RA0054, undergo Phase II archaeological testing to determine eligibility in the National Registry of Historic Places (NRHP). This archeological site consists of fragments of ceramics, lithics, and one faunal remain. Due to topography along the creek, this is also the preferred location for the rustic trail from Henry Lane to the creek. To preserve the history of this site and protect archeological artifacts, the City shall undertake the following measures.

- Conduct a Phase II Archaeological investigation for site 21RA0054.
- If site 21RA0054 is deemed eligible for NRHP listing, follow Maplewood's established procedures for listing a site – recommendation by Heritage Preservation Commission and approval by City Council.
- Any trail or amenities near site 212RA0054 should be positioned to ensure no damage or impacts to artifacts.
- Encourage Ramsey County and landowners adjacent to the creek to support archeological survey work in flat areas near the creek. Such work could be done by an archeological consulting firm, or it could be done in conjunction with a university. The City shall support those efforts as feasible.
- Prior to trail or other construction projects on the site, develop instructions for contractors explaining what to do if artifacts are encountered during construction.
- Support efforts of Maplewood Area Historical Society and Maplewood's Heritage Preservation Commission to document and better understand the history of this site. Ideally, grants would be submitted to conduct additional archeological work and to research and document the site history.

### **Site Interpretation**

Once the history of this site is better documented, an interpretive plan should be developed to highlight site history, natural resources and restoration activities. Discussions at the Master Plan public meetings favored an interpretive trail with numbered posts that would correspond to printed material and web information about the site, rather than having extensive interpretive signage at the site.

# Fish Creek Trail Concept



rustic trail

Archaeological site  
Need further study

Proposed parking

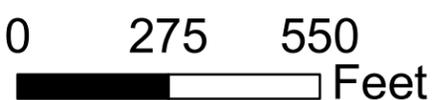
Paved Trail Alternate

Paved Trail

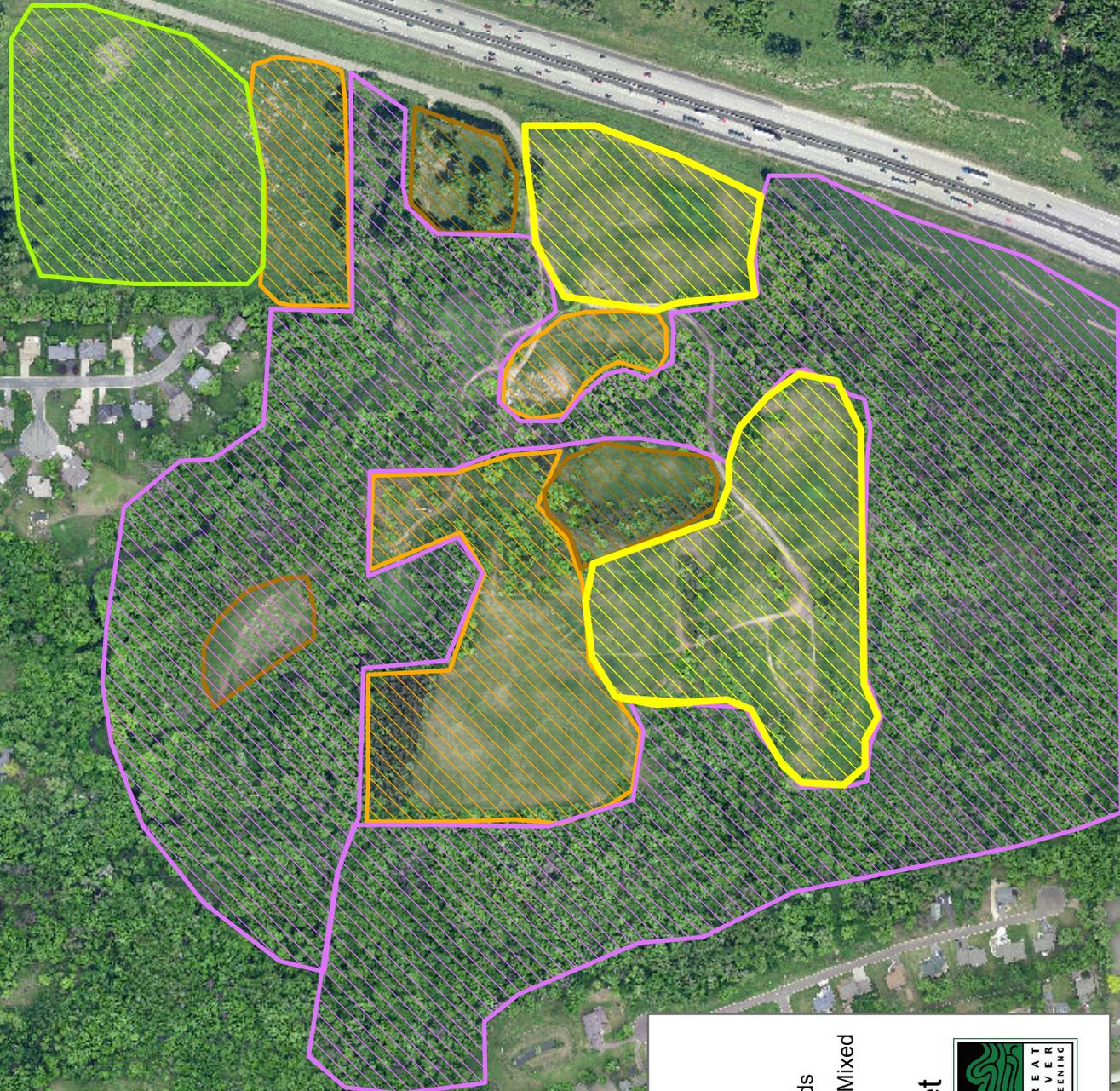
Paved Trail Alternate

rustic trail

★ Vista locations



# Fish Creek Proposed Vegetation



**Prairie** 

**Wet Prairie** 

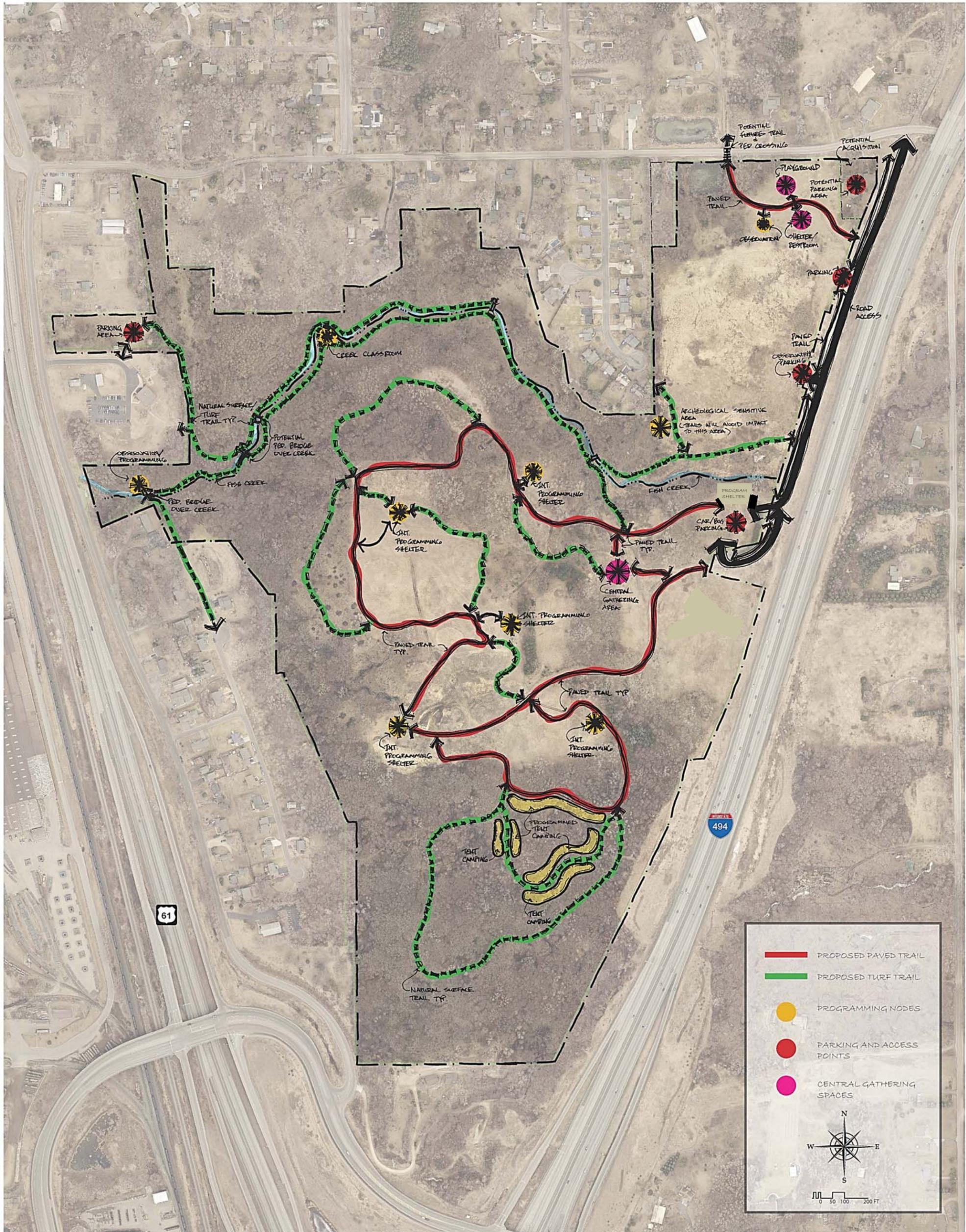
**Oak Savanna** 

**Planted Oak Woods** 

**Woods - Oak and Mixed** 

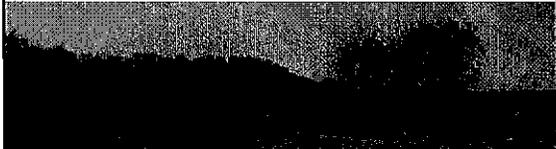
0 262.5 525 Feet 

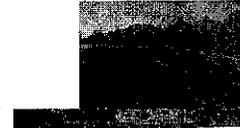
### Fish Creek Master Plan

- 70-acre site acquired December 2013
- Adjacent to 142-acre county open space
- City and county are managing their sites together
- City Council approved Master Plan in 2012
- Council to consider updates to Master Plan



### Restoration

- Partner Great River Greening
  - \$212,500 OHF grant for buckthorn removal, prairie restoration, tree planting
  - Pollinator grant with MNC and Xerces Society
- St. Thomas University – carbon study
- Ramsey County has CPL grant to remove buckthorn



### Programming

- Hikes with a naturalist
- Celebrations
- Archeology
- Pollinator education
- Pollinator monitoring
- Volunteer projects



### Why Are Updates Needed?

- Funding available in 2016 for installing trail, and may also cover a parking lot
- Need a building/program center on the site to support the type of programming have been doing
- When plan approved in 2012, it did not address the north 8 acres of the site
- Parks System Master Plan approved in 2015, designated site a community preserve
  - “Establish community preserves as integrated, multi-purpose areas set aside for preserving natural resources, connecting people with nature”

### Key Changes

- Amenities near Carver Avenue
- Shelter/program building and parking south of creek
- Outdoor gathering area
- Minor adjustments on trail alignment
- Rustic trail connection to neighborhoods
- Small trail head on Point Douglas
- Programmed camp area on county land



### Public Input and Recommendation

- 12/2 Public open house
- 12/10 HPC approval
- 12/15 ENR approval
- 1/13 Ramsey County Parks Commission
- 12/16 Parks and Recreation Commission
  - Approved trail and parking lot updates
  - One member advocated for no structure or parking south of creek, felt it was not in keeping with conservation purpose
  - PRC did not take a vote on whether or not there should be a structure or parking south of the creek
- Staff recommends approval of the updated plan

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Karen Haag, City Clerk  
**DATE:** January 19, 2016  
**SUBJECT:** Consider Approval of a New Liquor License Manager for Keller Golf Course, Blaine Raway

**Introduction**

Blaine Raway has submitted an application to assume the on-sale intoxicating liquor license manager responsibilities for Keller Golf Course, 2166 Maplewood Dr. N.

**Background**

For the purposes of this license application, a background investigation was conducted on Mr. Raway. Nothing has been identified that would prohibit him from assuming the intoxicating liquor license manager responsibilities for Keller Golf Course.

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

**Budget Impact**

None

**Recommendation**

It is recommended that the Council approve Blaine Raway as the liquor license manager for Keller Golf Course, 2166 Maplewood Dr. N.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Michael Thompson, Public Works Director

**DATE:** January 11, 2016

**SUBJECT:** Bellaire Avenue Street Improvements, Project 15-16

- a. Consider Approval of Resolution Approving Plans and Specifications and Advertising for Bids
- b. Consider Approval of Resolution Ordering Preparation of Assessment Roll
- c. Consider Approval of Joint-Powers Agreement with the City of North St. Paul

**Introduction**

Final plans and specifications for the above referenced project have been completed and are ready to be advertised for bids. The bid opening for this project is tentatively proposed for 10:00 a.m., Tuesday, February 23, 2016 at the North St. Paul City Hall. The next step after approving the advertisement for bids is ordering the preparation of the assessment roll. Additionally the City Council will consider approving a Joint Powers Agreement with the City of North St. Paul since the subject pavement improvement is on a border street, Bellaire Avenue (Beam to Lydia).

**Background**

The feasibility report was accepted and plans ordered to design at the September 14, 2015 City Council meeting. On October 12, 2015 the project was ordered after the public hearing was held. It is anticipated an Assessment Hearing will be held on March 14, 2016 with an award of bid considered on that date as well.

A plan review open house was held at Christ Lutheran Church in North St. Paul on December 10, 2015 from 6:30 p.m. to 7:30 p.m. The open house provided an opportunity for residents to view the design plans and make suggestions for staff to use in final adjustments.

**Discussion**

The section of Bellaire Avenue (aka Helen St) between Beam Avenue and Lydia Avenue is a border street with the City of North St. Paul (NSP). NSP is leading a large neighborhood reconstruction project in 2016 of which this section of Bellaire is included for pavement rehabilitation and spot curb repair. Maplewood, in anticipation of this joint project, planned for this work in the currently adopted 2016-2020 Capital Improvement Plan.

WSB & Associates, Inc. acts as the City Engineer for NSP and produced the feasibility study which covers both the NSP and Maplewood improvements. The feasibility study found that the project is feasible, necessary, and cost effective from an engineering standpoint and the council approved and accepted the document on September 14, 2015 as mentioned above.

The total project cost is estimated at \$5,271,000.00 however Maplewood's share is estimated at \$93,250.00. Maplewood and NSP must enter into a joint powers agreement (JPA) prior to awarding of a construction contract and the attached JPA is now proposed for approval and outlines cost share and responsibilities. The City Attorney has reviewed the document.

Regarding project funding through special assessments, similar to past practice and policy, the city received an opinion of special benefit through an appraisal. The opinion found that the city's proposed assessment rate of \$3,450.00 per parcel is justifiable. An Assessment Hearing would likely be held on March 14, 2016 to specifically address the proposed assessments. Prior to that meeting the council would adopt the roll and officially call for the hearing. All thirteen affected residents would receive official notice prior to the Assessment Hearing.

The City North St. Paul is going through a similar Chapter 429 approval process since special assessments are also a funding source from their residents.

### **Budget Impact**

On September 14, 2015 the finance director was authorized by the City Council to make the financial transfers necessary to implement the financing plan for the project. A project budget of \$93,250.00 was established. The approved financing plan is shown below:

Special Assessments =	\$44,850.00
Utility Funds/G.O. Bonds =	\$48,400.00

### **Recommendation**

It is recommended that the City Council approve the attached resolutions for the Bellaire Avenue Street Improvements, City Project 15-16, Approving Plans and Advertisement for Bids, Ordering the Preparation of the Assessment Roll, and approving the attached Joint Powers Agreement with the City of North St. Paul.

### **Attachments**

1. Resolution Approving Plans and Advertising for Bid
2. Resolution Ordering Preparation of Assessment Roll
3. Joint Powers Agreement
4. Ad For Bid Notice
5. Project Location Map

RESOLUTION  
APPROVING PLANS  
ADVERTISING FOR BIDS

WHEREAS, pursuant to resolution passed by the City Council on September 14, 2015 plans and specifications for the Bellaire Avenue Street Improvements, City Project 15-16, have been prepared by (or under the direction of) the City Engineer of the City of North St. Paul, who has presented such plans and specifications to the council for approval,

WHEREAS, the City of Maplewood and the City of North St. Paul have entered into a Joint Powers Agreement for this project which a small portion includes a common border street of Bellaire Avenue from Beam Avenue to Lydia Avenue,

WHEREAS, the City of North St. Paul is the project lead and the JPA outlines terms of repayment and duties of the municipalities in regards to the improvements on said border street,

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

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

2. The City of North St. Paul shall prepare and cause to be inserted into the Ramsey County Review and Finance and Commerce an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published twice, at least twenty-one days before the date set for bid opening, shall specify the work to be done, shall state that bids will be publicly opened and considered by the council at 10:00 a.m. on the 23<sup>rd</sup> day of February, 2016, at the City of North St. Paul City Hall and that no bids shall be considered unless sealed and filed with the clerk and accompanied by a certified check or bid bond, payable to the City of North St. Paul, Minnesota for five percent of the amount of such bid.

3. The City Clerk and City Engineer are hereby authorized and instructed to receive, open, and read aloud bids received at the time and place herein noted, and to tabulate the bids received. The council will consider the bids, and the award of a contract, at the regular city council meeting of March 14, 2016.

RESOLUTION  
ORDERING PREPARATION OF ASSESSMENT ROLL

WHEREAS, the City Clerk and City Engineer will receive bids for the Bellaire Avenue Street Improvements, City Project 15-16,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the City Clerk and City Engineer shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land abutting on the streets affected, without regard to cash valuation, as provided by law, and they shall file a copy of such proposed assessment in the city office for inspection.

FURTHER, the clerk shall, upon completion of such proposed assessment notify the council thereof.

**JOINT-POWERS AGREEMENT**  
**City of North St. Paul/City of Maplewood**  
**2016 Street and Utility Improvement Project including**  
**Bellaire Avenue (aka Helen Street North) Improvements between**  
**Beam Avenue East and Lydia Avenue East**  
**City of North St. Paul Project No. S.A.D. 16-01 and**  
**City of Maplewood Project No. 15-16**

THIS JOINT-POWERS AGREEMENT made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of North St. Paul, Ramsey County, Minnesota, and the City of Maplewood, Ramsey County, Minnesota.

WHEREAS, the City of North St. Paul and the City of Maplewood, pursuant to the provision of Minnesota Statutes Chapter 471.59, are authorized to enter into agreements to exercise jointly the governmental powers and functions each has individually; and,

WHEREAS, the City of North St. Paul is proposing to conduct roadway reclamation and associated improvements on Bellaire Avenue (aka Helen Street North) between Beam Avenue East and Lydia Avenue East, as a part of the North St. Paul 2016 Street and Utility Improvements Project, North St. Paul City Project No. S.A.D. 16-01; and,

WHEREAS, a portion of this segment of Bellaire Avenue (aka Helen Street North), between Beam Avenue East and Lydia Avenue East, is located along the boundary between the City of North St. Paul and the City of Maplewood; and,

WHEREAS, the Cities of North St. Paul and Maplewood, by previous agreement, jointly own and maintain Bellaire Avenue (aka Helen Street North) as the municipal roadway that runs along the municipal boundary in the project area; and,

WHEREAS, the City of North St. Paul wishes to improve their roadway system by performing pavement reclamation and associated improvements on Bellaire Avenue (aka Helen Street North) as well as contiguous segments of Helen Street North that exist to the south; and,

WHEREAS, the City of Maplewood wishes to improve their roadway system by performing pavement reclamation and associated improvements on Bellaire Avenue (aka Helen Street North) in the project area; and,

WHEREAS, the City of North St. Paul agrees to include the subject work listed above, consistent with feasibility study and design plans, as a part of their 2016 Street and Utility Improvement Project; and,

WHEREAS, the City of North St. Paul has contracted with a consulting engineer, WSB & Associates, Inc., to prepare a feasibility report and final plans and specifications for said improvements to Bellaire Avenue (aka Helen Street North), between Beam Avenue East and Lydia Avenue East; and,

WHEREAS, the City of North St. Paul will solicit competitive bids for the construction of said improvements.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows, to wit:

1. The City of Maplewood shall be responsible for roadway reclamation and associated improvement for the east half of Bellaire Avenue (aka Helen Street North), between Beam Avenue East and Lydia Avenue East. Based upon the completed feasibility report, the estimated total project cost is \$93,250.00 which includes both estimated construction costs and a 24% allowance for engineering and administrative costs. Actual Maplewood cost participation for the subject construction improvements shall be as indicated in the Statement of Estimated Quantities tabulation included in the final plans.
2. The City of North St. Paul shall be responsible for roadway and surface improvement costs for the reclamation of the west half of Bellaire Avenue (aka Helen Street North), between Beam Avenue East and Lydia Avenue East. Based upon the completed feasibility report, the estimated total project cost for said improvements is \$93,250.00 which includes both estimated construction costs and a 24% allowance for engineering and administrative costs. Actual North St. Paul cost participation for the roadway and surface improvements shall be as indicated in the Statement of Estimated Quantities tabulation included in the final plans.
3. Upon the completion of the street reclamation and surface improvements work, the City of North St. Paul shall invoice the City of Maplewood for the actual

cost of said participating improvements based upon the actual bid prices and final quantities plus a 24% allowance for engineering and administrative costs. Additionally the City of North St. Paul anticipates 24% for engineering and administrative costs but depending on final indirect costs North St. Paul shall have the authority to utilize an allowance of up to a maximum of 26.5% for engineering and administrative costs. The City of Maplewood shall pay the City of North St. Paul within 30 days of receipt of the invoice.

4. The City of North St. Paul and the City of Maplewood agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgments, charges, demands, costs, and expenses, including, but not limited to, interest involved therein and attorneys' fees and costs and expenses connected therewith, arising out of or resulting from the failure of either party to satisfy the provisions of this agreement or for damages caused to other parties as a result of the manner in which the City of North St. Paul or the City of Maplewood perform or fail to perform duties imposed on each party by the terms of this agreement. Under no circumstance, however, shall a party be required to pay on behalf of itself and other parties any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466. The limits of liability for one or both parties may not be added together to determine the maximum amount of liability for any party.
5. This agreement shall remain in full force and effect until terminated by mutual agreement of the City of North St. Paul and the City of Maplewood or by an independent arbitrator in the event that there is not a mutual agreement.
6. It is agreed that, except as specifically provided hereby, neither party, by the execution of this agreement, relinquishes any rights or powers possessed by it, neither party is relieved of any responsibility, duty or obligation imposed on it by law or regulation.
7. Data Practices:
  - a. The City of North St. Paul and the City of Maplewood agree to comply with the Minnesota Government Data Practices Act and all other state and federal laws relating to data privacy or confidentiality;

- b. The City of North St. Paul and the City of Maplewood will immediately report to each other any requests from third parties for information relating to this Agreement.
  - c. The City of North St. Paul and the City of Maplewood agree to promptly respond to each other's inquiries concerning data requests.
8. Arbitration of Disputes: Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized representatives.

Dated

\_\_\_\_\_

CITY OF NORTH ST. PAUL

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

By \_\_\_\_\_  
Its City Manager

Dated

\_\_\_\_\_

CITY OF MAPLEWOOD

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

By \_\_\_\_\_  
Its City Manager

## ADVERTISEMENT FOR BIDS

### 2016 STREET & UTILITY IMPROVEMENT PROJECT

#### CITY PROJECT NO. 16-01

#### FOR THE CITY OF NORTH ST. PAUL RAMSEY COUNTY, MINNESOTA

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the City of North St. Paul at the office of the City Manager until **10:00 a.m. CDT, Tuesday, February 23, 2016**, at the City Hall located at 2400 Margaret Street and will be publicly opened and read at said time and place by representatives of the City of North St. Paul. Said proposals for the furnishing of all labor and materials for the construction, complete in-place, of the following approximate quantities:

1	LS	Mobilization
33,250	SY	Reclaim Bituminous Pavement
8,650	LF	Remove and Replace Curb & Gutter
5150	LF	Remove and Replace Water Main
3150	LF	Remove and Replace Storm Sewer
7400	LF	8-Inch Main Cure-in-Place Liner
3800	LF	4-Inch Service Cure-in Place Liner
135	EA	CIPP Lateral Connection
10,100	LF	Concrete Curb & Gutter
8,000	TN	Bituminous Pavement
11,700	LF	Pavement Markings
1	LS	Turf Restoration
1	LS	Traffic Control

The provisions of Minn. Stat. 16C.285 Responsible Contractor are imposed as a requirement of this contract. All bidders and persons or companies providing a response/submission to the Advertisement for Bids/RFP of the City shall comply with the provisions of the statute.

The bids must be submitted on the Proposal Forms provided in accordance with the Contract Documents, Plans, and Specifications as prepared by WSB & Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416, which are on file with the City Manager of North St. Paul and may be seen at the office of the Consulting Engineers or at the office of the City Manager.

Complete digital Proposal Forms, Plans, and Specifications for use by Contractors submitting a bid are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for a nonrefundable fee of \$25.00 (including the City of North St. Paul General Specifications and Standard Detail Plates for Street and Utility Construction dated January 2016 by inputting Quest project #4217552 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information.

An optional paper set of Proposal Forms, Plans, and Specifications may be obtained from the Consulting Engineers, WSB & Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416, for a nonrefundable fee of \$100.00 per set, check payable to WSB & Associates, Inc., **which includes** \$25.00 for the current City General Specifications (dated January 2016). Potential bidders will be required to purchase a copy of the current City of North St. Paul General Specifications.

Bids will only be accepted from Contractors who purchase digital or paper Bidding Documents as specified above.

No bids will be considered unless sealed and filed with the City Manager of North St. Paul and accompanied by a cash deposit, cashier's check, or certified check, or bid bond made payable to the City of North St. Paul for five percent (5%) of the amount bid, to be forfeited as liquidated damages in the

event that the bid be accepted and the bidder fail to enter promptly into a written contract and furnish the required bond.

No bids may be withdrawn for a period of sixty (60) days from the date of opening of bids. The City of North St. Paul reserves the right to reject any or all bids.

DATED: January 19, 2016

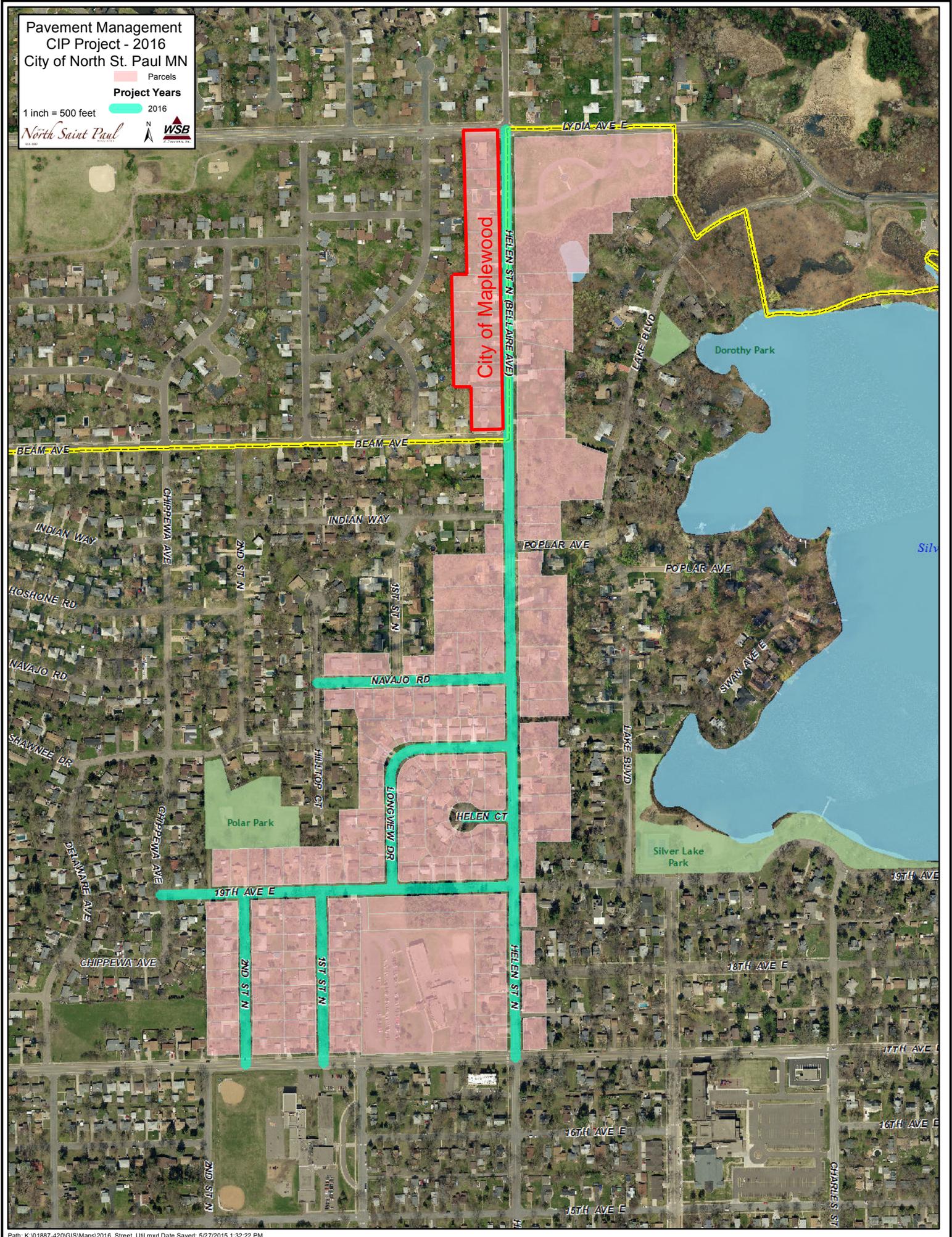
BY ORDER OF THE CITY COUNCIL

s/s Jason Ziemer  
City Manager  
North St. Paul, MN

PUBLISHED IN THE: Ramsey County Review: January 27, 2016 and February 3, 2016  
Finance & Commerce: January 27, 2016 and February 3, 2016

Pavement Management  
CIP Project - 2016  
City of North St. Paul MN

Parcels  
Project Years  
2016  
1 inch = 500 feet  
North Saint Paul  
WSB



## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Michael Martin, AICP, Economic Development Coordinator

**DATE:** January 19, 2016

**SUBJECT:** Consider Approval of a Planned Unit Development Amendment, Design Review and a Parking Waiver, Costco, 1431 Beam Avenue East

### Introduction

#### Project Description

Costco Wholesale Corporation is proposing to build a 5,220-square-foot addition to its building at 1431 Beam Avenue. The addition would add on to the existing liquor store portion of the business. The addition would also eliminate 15 parking spaces and the applicant is proposing to locate 55 proof-of-parking spaces on site if parking shortages become an issue.

#### **Requests**

The applicant is requesting that the city council approve the following:

- A. An amendment to the site's planned unit development (PUD).
- B. Design review.
- C. A parking waiver to have 41 fewer parking spaces than the city code requires. City code requires 769. The applicant is proposing 728 spaces with 55 proof-of-parking spaces shown. This is 14 more than code would require.

### Background

This site had been operated as the Country View Golf Course for many years.

December 18, 2006: The city council approved the Carmax/Mogren Addition preliminary plat and PUD for the former golf course property. The Costco site was an anticipated part of this PUD. The council also adopted a resolution ordering the public improvements for the development.

February 12, 2007: The city council approved the Carmax/Mogren Addition final plat.

June 11, 2007: The city council approved Costco as an amendment to the site's PUD. Also approved were the design plans and a parking waiver for 39 fewer parking spaces than the code required.

## **Discussion**

### **Amendment to the Planned Unit Development**

The Costco store was approved in 2007 and there have been no major issues with this use since construction was completed. There are also no residential neighbors nearby that might be disturbed with any of the activities occurring on site. The proposed building addition is consistent with the original intent of the approvals in 2006 and 2007.

### **Design Considerations**

#### *Building Materials and Design*

The applicant is proposing to use matching colors and materials of the existing building. Any changes to the existing Costco sign on the west elevation will require a sign permit.

#### *Setbacks*

The proposed building addition would meet code requirements.

### **Parking Waiver**

With the proposed 5,220-square-foot addition, the total square footage of the retail portions of the building would be 151,317 plus 5,200 square feet for the tire service area. City code requires 769 spaces for the Costco building. This breaks down as follows

Retail Space:	151,317 square feet divided by 200 square feet =	757 spaces
Tire Service:	four bays x 3 spaces per bay =	12 spaces
<b>Total Parking Required</b>		<b>769 spaces</b>

The applicant is proposing 728 parking spaces according to the site plan after losing 15 spaces due to the building addition – 41 spaces short of meeting code requirements. The applicant is proposing 55 proof-of-parking spaces of which 39 proof-of-parking spaces would be located along the east property line, behind the store. The remaining 16 proof-of-parking spaces would be located on the north side of the site. The applicant is very close to meeting the code and is showing locations of proof-of-parking spaces above what code would require and staff, therefore, feels that it is a reasonable request to not require the additional spaces to be paved until they are needed.

## **Department Comments**

### *Building Department*

Nick Carver, building official – I have no comments on the reduced parking spaces. Proposal requirements:

1. Meet all current Minnesota building code requirements.
2. Plans must be submitted by a Minnesota registered architect for approval.
3. Permit and approval will be subject to suitable soils or engineering reports.

### *Fire Department*

Butch Gervais, fire marshal – They will be required to install fire protection in the new space and follow all state and local fire codes.

### *Engineering Department*

Please see Jon Jarosch's engineering report in the attachments.

## **Commission Actions**

### **Community Design Review Board**

On December 22, 2015 the community design review board reviewed the design plans for this project and the requested parking waiver and recommended approval.

### **Planning Commission**

On January 5, 2016, the planning commission held a public hearing and recommended approval of the planned unit development amendment and parking wavier.

## **Budget Impact**

None.

## **Recommendations**

- A. Adopt the resolution attached to this report approving an amendment to the planned unit development which permits a Costco and a fuel station and tire service center at 1431 Beam Avenue East for its proposed building expansion. Approval is based on the findings required by the code and subject to the following conditions (additions are underlined and deletions are crossed):
  1. The ~~development~~ building expansion shall follow the plans date-stamped ~~May 31, 2007~~ December 11, 2015, except where the city requires changes. Staff may approve minor changes.

2. The proposed construction must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
  3. The city council shall review this permit in one year.
  4. The applicant shall comply with the requirements in the engineer's report dated ~~April 20, 2007~~ December 10, 2015.
  5. There shall not be any outdoor storage of tires unless they are kept within a decorative screening enclosure approved by the community design review board.
  6. The fueling area shall have proper safeguards provided to prevent or contain any fuel spills as required by the Minnesota Pollution Control Agency.
- B. Approve the plans date-stamped December 11, 2015, for the proposed 5,220 square foot Costco addition. Approval is subject to the applicant complying with the following conditions:
1. This approval is good for two years. After two years, the design-review process shall be repeated if the developer has not begun construction.
  2. Obtaining city council approval of the planned unit development amendment and parking waiver.
  3. All requirements of the fire marshal and building official must be met.
  4. The applicants shall obtain all required permits from the Ramsey-Washington Metro Watershed District and Ramsey County.
  5. The applicants shall comply with all requirements of the Maplewood Engineering Report from Jon Jarosch dated December 10, 2015.
  6. The applicants shall provide the city with cash escrow or an irrevocable letter of credit for any exterior landscaping and site improvements prior to getting a building permit for the development. Staff shall determine the dollar amount of the escrow.
  7. All work shall follow the approved plans. The director of environmental and economic development may approve minor changes.
  8. All roof-top mechanical equipment shall be painted to match the building.
- C. Approve the parking waiver as proposed subject to the retention of the proposed proof-of-parking spaces in case they are needed for future parking needs. If a parking shortage develops after the paving and curbing of the proof-of-parking spaces, the city council may require parking lot restriping to add more spaces.

## **Reference**

### *Site Description*

Site Size: 16 acres  
Existing Use: Costco

### *Surrounding Land Uses*

North: One vacant commercial site and the County Road D Extension  
South: Beam Avenue and wetlands  
East: The Bruce Vento Trail  
West: Country View Drive, a vacant commercial site and the Carmax site

### *Planning*

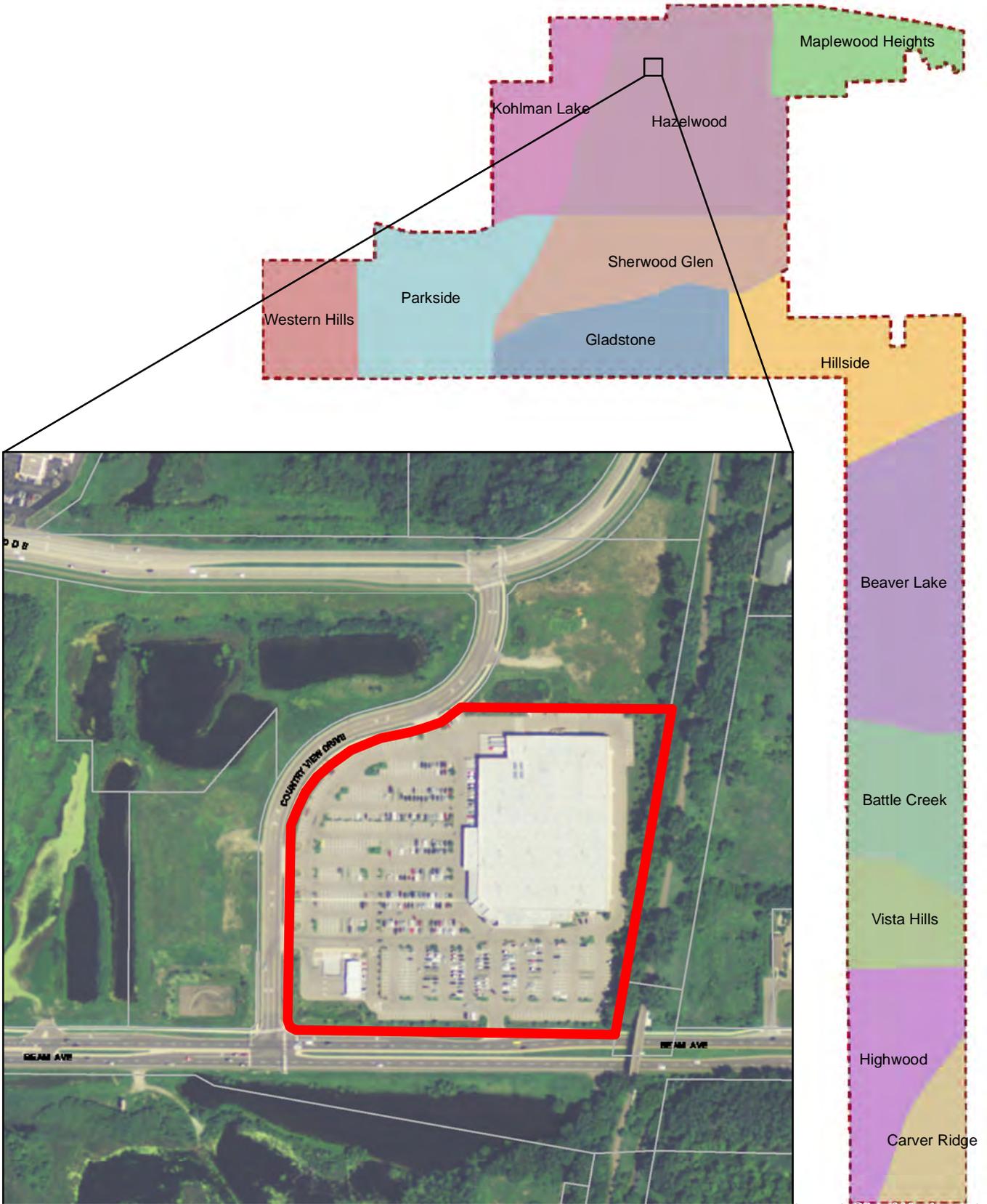
Land Use Plan Designation: C (commercial)  
Zoning: PUD (planned unit development)

### *Application Date*

The application for this request was considered complete on December 11, 2015. State law requires that the city decide on these applications within 60 days. The deadline for city council action on this proposal is February 9, 2016.

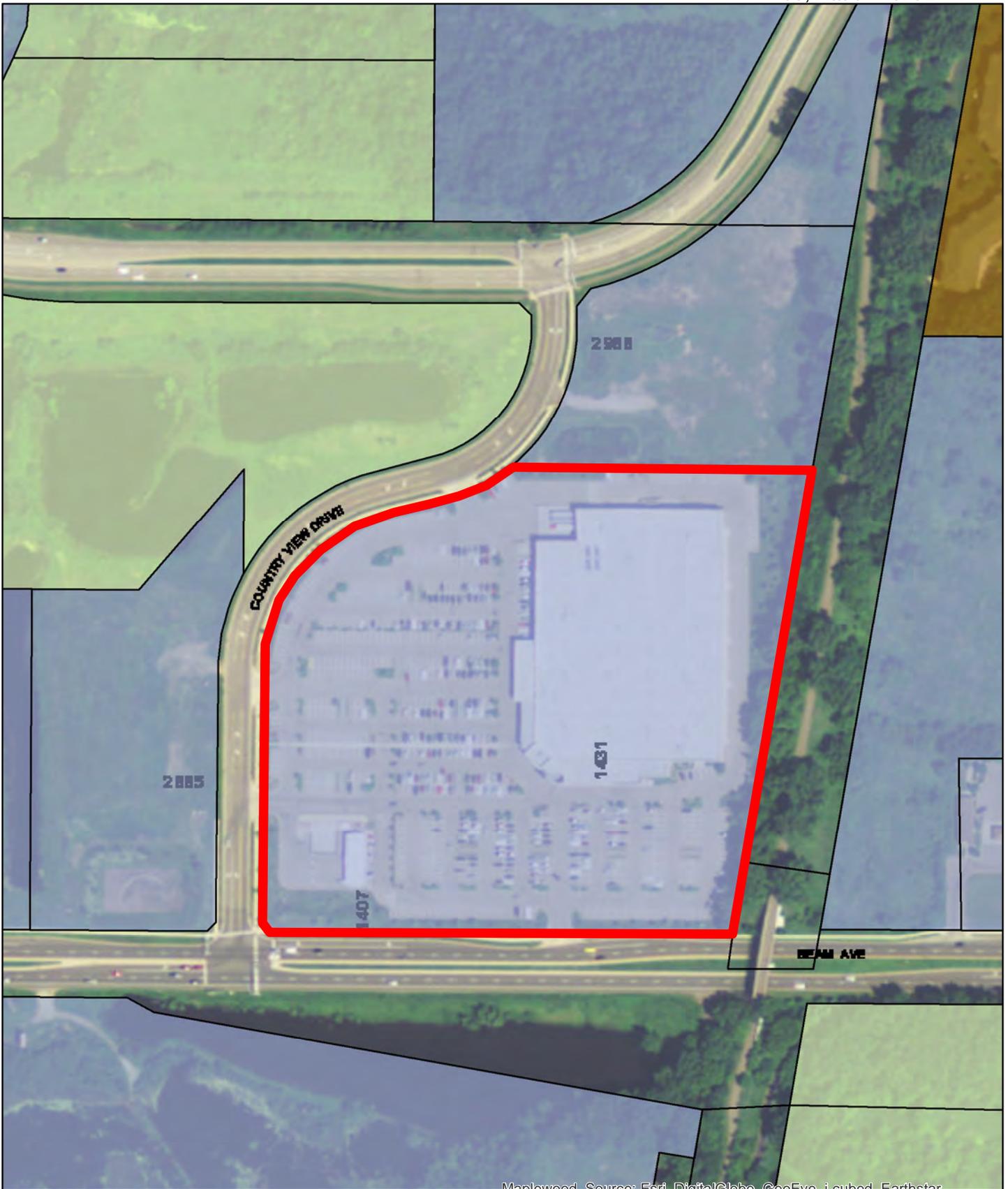
## **Attachments**

1. Overview Map
2. Land Use Map
3. Zoning Map
4. Existing Site Plan
5. Proposed Site Plan
6. Proposed Elevations
7. Applicant's Narrative
8. Engineering Report from Jon Jarosch, dated December 10, 2015
9. Draft Community Design Review Board Minutes, December 22, 2015
10. Draft Planning Commission Minutes, January 5, 2016
11. Planned Unit Development Revision Resolution
12. Plans date-stamped December 11, 2015 (separate attachments)



**1431 Beam Avenue East - Costco**

CUP Amendment and Design Review - Overview Map

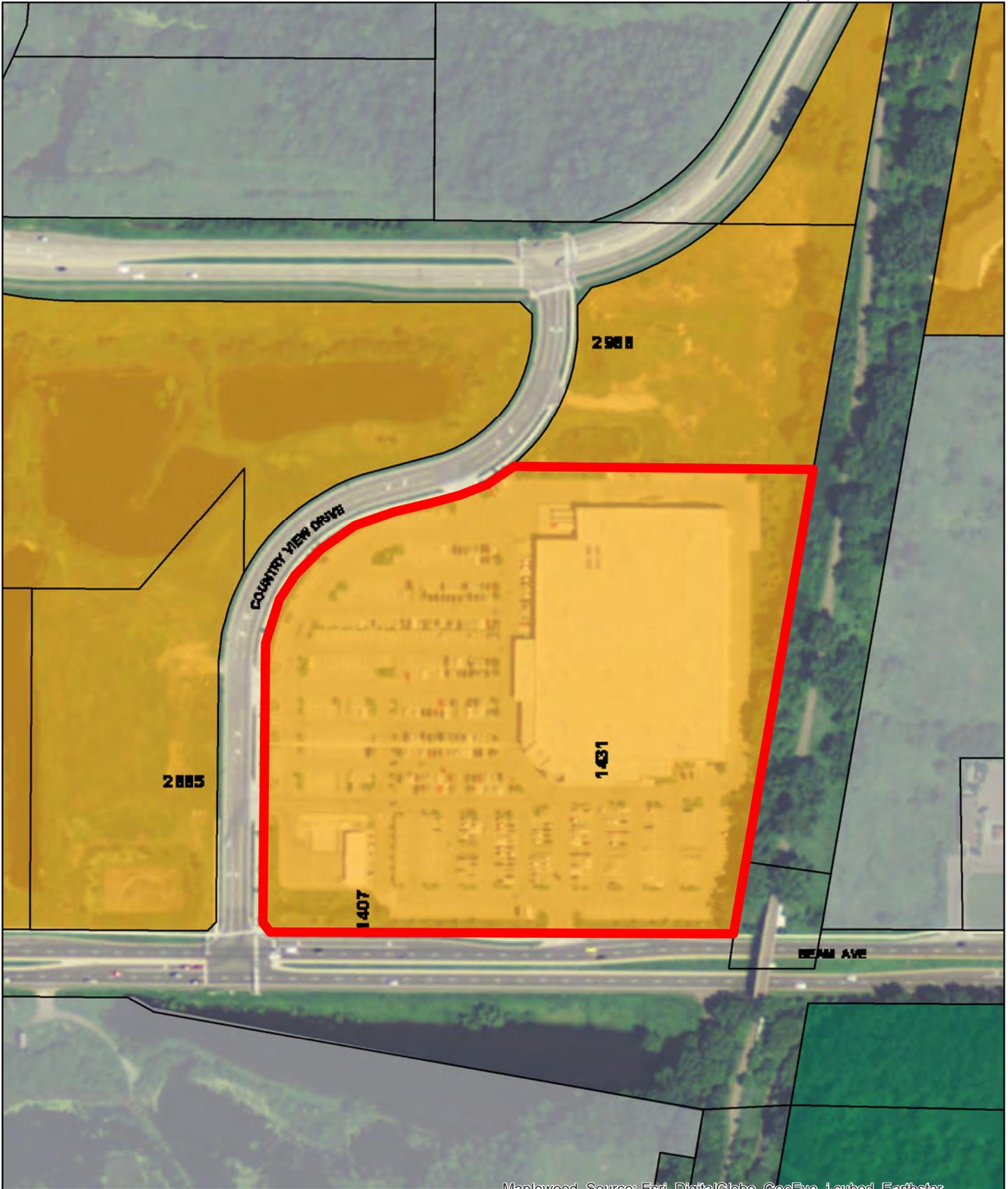


Mapwood Source: Esri, DigitalGlobe, GeoEye, Earthstar

**1431 Beam Avenue East - Costco**  
CUP Amendment and Design Review  
Land Use Map

**Legend**

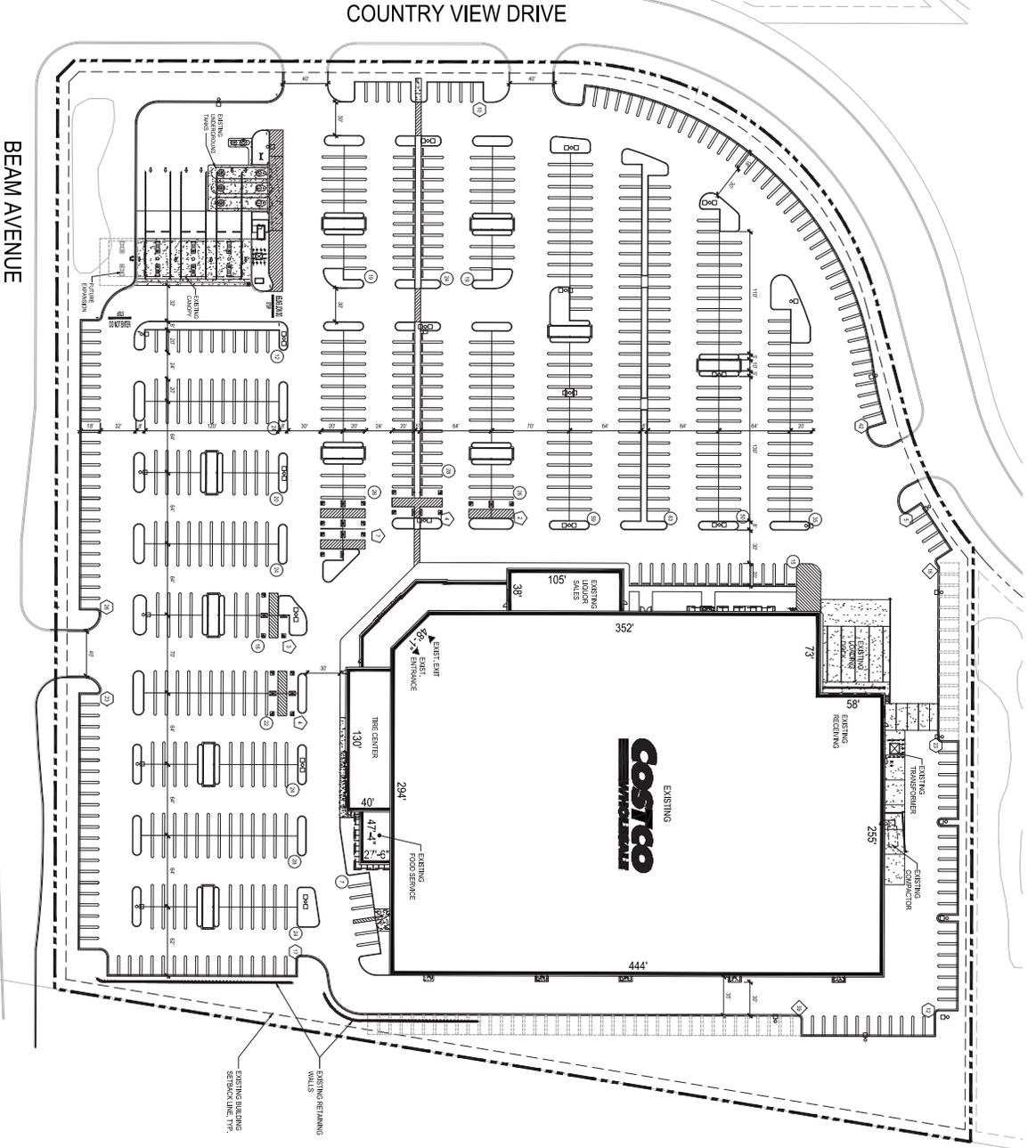
-  Commercial
-  Open Space
-  High Density Residential



**1431 Beam Avenue East - Costco**  
 CUP Amendment and Design Review  
 Zoning Map

**Legend**

- Planned Unit Development (pud)
- Light Manufacturing (m1)
- Open Space/Park



COSTCO WHOLESALE

EXISTING SITE PLAN

MAPLEWOOD, MN

OCTOBER 30, 2015

PROJECT DATA

CLIENT: COSTCO WHOLESALE  
 999 LAKE DRIVE  
 ISSAQUAH WA 98027

PROJECT ADDRESS: 1431 BEAM AVENUE  
 MAPLEWOOD, MN 55109

ZONING: TO BE DETERMINED

SITE AREA: 15.85 ACRES (690,547.28 S.F.)

JURISDICTION: CITY OF MAPLEWOOD

SETBACKS: FRONT: 30'  
 BACK: 30'  
 SIDE: 30'

BOUNDARIES INFORMATION: THIS PLAN HAS BEEN PREPARED BY USING A SITE PLAN RECEIVED FROM LANDFORM DATED 3.14.07.

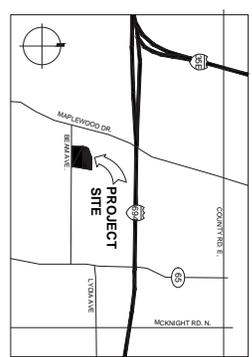
BUILDING DATA:  
 BUILDING AREA: 140,820 S.F.  
 TIRE CENTER: 5,200 S.F.  
 LIQUOR SALES: 3,990 S.F.  
 FOOD SERVICE: 1,287 S.F.  
 TOTAL BUILDING: 151,297 S.F.

PARKING DATA:  
 PARKING PROVIDED:  
 10' WIDE X 20' LONG STALLS: 565 STALLS  
 10' WIDE X 18' LONG STALLS: 158 STALLS  
 ACCESSIBLE STALLS: 20 STALLS  
 TOTAL PARKING: 743 STALLS

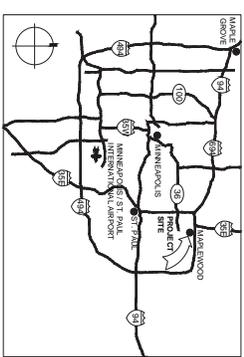
PROOF OF PARKING: 55 STALLS  
 TOTAL PARKING: 798 STALLS  
 NO. OF STALLS PER 1000 SF OF BUILDING AREA: 5.27 STALLS

NOTES:  
 EXISTING CONDITIONS TO BE FIELD VERIFIED.

VICINITY MAP



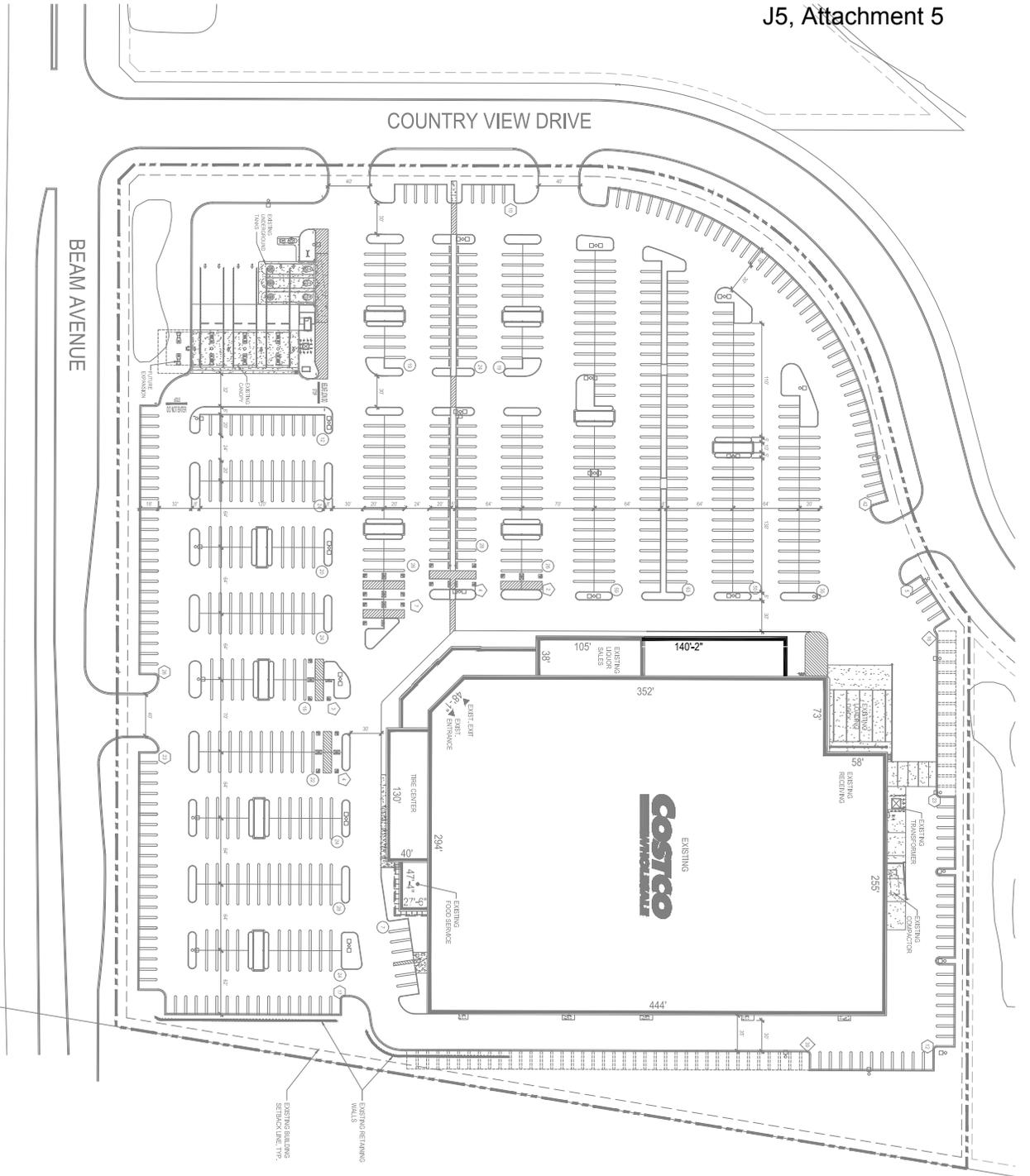
REGIONAL MAP



**MGT**

06-01-39-05  
 OCTOBER 30, 2015  
 PRELIMINARY SITE PLAN  
 EX.11

MAPLEWOOD, MN # 1021  
 1431 BEAM AVENUE  
 MAPLEWOOD, MN 55109



# COSTCO WHOLESALE

MAPLEWOOD, MN

# PRELIMINARY SITE PLAN

NOVEMBER 30, 2015

## PROJECT DATA

**CLIENT:** COSTCO WHOLESALE  
 999 LAKE DRIVE  
 ISSAQUAH WA 98027

**PROJECT ADDRESS:** 1431 BEAM AVENUE  
 MAPLEWOOD, MN 55109

**ZONING:** TO BE DETERMINED

**SITE AREA:** 15.85 ACRES (690,547.28 S.F.)

**JURISDICTION:** CITY OF MAPLEWOOD

**SETBACKS:** FRONT: 30'  
 BACK: 30'  
 SIDE: 30'

**BOUNDARIES INFORMATION:** THIS PLAN HAS BEEN PREPARED BY USING A SITE PLAN RECEIVED FROM LANDFORM DATED 3.14.07.

**BUILDING DATA:**

BUILDING AREA	140,820 S.F.
TIRE CENTER	5,200 S.F.
FOOD SERVICE	1,287 S.F.
LIQUOR SALES	3,990 S.F.
LIQUOR SALES ADDITION	5,220 S.F.
REVISED TOTAL BUILDING	156,517 S.F.

**REVISED PARKING DATA:**

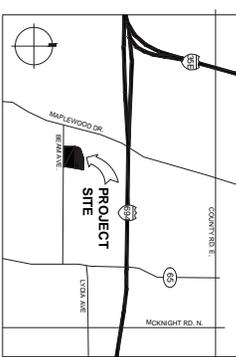
<b>PARKING PROVIDED:</b>	
○ 10 WIDE X 20' LONG STALLS	590 STALLS
○ 10 WIDE X 18' LONG STALLS	158 STALLS
○ ACCESSIBLE STALLS	20 STALLS
<b>TOTAL PARKING</b>	<b>728 STALLS</b>

**PROOF OF PARKING**

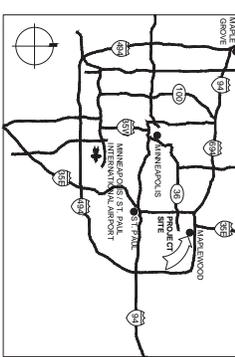
TOTAL PARKING	783 STALLS
NO. OF STALLS PER 1000 SF OF BUILDING AREA:	5.00 STALLS

**NOTES:**  
 EXISTING CONDITIONS TO BE FIELD VERIFIED.

## VICINITY MAP



## REGIONAL MAP



**MG2**  
 06-01-39-05  
 NOVEMBER 30, 2015  
 PRELIMINARY SITE PLAN  
 P11-04

**COSTCO WHOLESALE**  
 MAPLEWOOD, MN  
 # 1021  
 1431 BEAM AVENUE  
 MAPLEWOOD, MN 55109



## PROJECT NARRATIVE

## COSTCO WHOLESALE – LIQUOR POD EXPANSION

Maplewood, MN

Costco Wholesale is seeking a Conditional Use Permit revision as well as Design Review for a proposed expansion of their existing Liquor Pod located at 1431 Beam Avenue. The current liquor pod consists of 3,990 sf. The proposed addition to the liquor pod is 5,220 sf (total liquor sales area of 9,210 sf) with an overall increase to the warehouse square footage of 156,517. Overall parking count for this location due to the expansion will require a reduction of 15 spaces. Costco is seeking this expansion in order to continue to meet Costco's customer product demands.

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

**Engineering Plan Review****PROJECT: Costco Expansion****PROJECT NO: 15-28****COMMENTS BY: Jon Jarosch, P.E.****DATE: 12-10-2015****PLAN SET: Conceptual plans dated 11-30-2015**

The applicant is seeking to construct a 5,320 square foot addition to the existing Costco building at 1431 Beam Avenue. The proposed expansion would take place over existing parking spaces, sidewalk areas, and green space. The size of this expansion is below the threshold which would trigger the City's stormwater quality standards.

This review does not constitute a final review of the plans, as the applicant will need to submit construction documents for final review. The following are engineering review comments on the design submitted to date and act as conditions prior to issuing permits.

- 1) Inlet protection devices shall be installed in onsite storm sewer until the site is fully stabilized.
- 2) Adjacent streets and parking areas shall be swept as needed to keep the pavement clear of sediment and construction debris.
- 3) All proposed pedestrian facilities shall be ADA compliant.
- 4) The applicant shall ensure adequate drainage away from the building is obtained.
- 5) The total grading volume (cut/fill) shall be noted on the plans.
- 6) A grading/erosion control permit shall be obtained from the City prior to the start of construction.
- 7) Any proposed water service modifications are subject to the review and conditions of Saint Paul Regional Water Services (SPRWS). The applicant shall submit plans and specifications to SPRWS for review and meet all requirements they may have prior to the issuance of permits by the City.
- 8) The applicant shall be responsible for paying any SAC, WAC, or PAC charges related to the improvements proposed with this project.

- 9) The plans shall be signed by a professional engineer currently licensed in the State of Minnesota.
- 10) The applicant shall satisfy the requirements of all other permitting agencies. Please provide copies of other required permits and approvals.

- END COMMENTS -

**DRAFT**  
**MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD**  
**1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA**  
**TUESDAY, DECEMBER 22, 2015**

**6. DESIGN REVIEW**

**a. Design Review, Costco, 1431 Beam Avenue**

- i. Economic Development Coordinator, Mike Martin gave the design review report on Costco and answered questions of the board.
- ii. Shawn Murphy, Landform, representing Costco addressed and answered questions of the board.

Boardmember Lamers moved to approve the plans date-stamped December 11, 2015, for the proposed 5,220 square foot Costco addition. Approval is subject to the applicant complying with the following conditions:

1. This approval is good for two years. After two years, the design-review process shall be repeated if the developer has not begun construction.
2. Obtaining city council approval of the planned unit development amendment and parking waiver.
3. All requirements of the fire marshal and building official must be met.
4. The applicants shall obtain all required permits from the Ramsey-Washington Metro Watershed District and Ramsey County.
5. The applicants shall comply with all requirements of the Maplewood Engineering Report from Jon Jarosch dated December 10, 2015.
6. The applicants shall provide the city with cash escrow or an irrevocable letter of credit for any exterior landscaping and site improvements prior to getting a building permit for the development. Staff shall determine the dollar amount of the escrow.
7. All work shall follow the approved plans. The director of environmental and economic development may approve minor changes.
8. All roof-top mechanical equipment shall be painted to match the building.

Boardmember Lamers moved to approve parking waiver as proposed subject to the retention of the proposed proof-of-parking spaces in case they are needed for future parking needs. If a parking shortage develops after the paving and curbing of the proof-of-parking spaces, the city council may require parking lot restriping to add more spaces.

Seconded by Boardmember Ledvina.

Ayes – All

The motion passed.

This item goes to the planning commission on January 5, 2016 and to the city council on January 25, 2016.

**DRAFT**  
**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION**  
**1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA**  
**TUESDAY, JANUARY 5, 2016**  
**7:00 P.M.**

**5. PUBLIC HEARING**

**a. 7:00 p.m. or later: Approval of a Planned Unit Development Amendment and a Parking Waiver, Costco, 1431 Beam Avenue East**

- i. Economic Development Coordinator, Mike Martin gave the presentation on Costco, 1431 Beam Avenue East for a Planned Unit Development Amendment and a Parking Waiver.
- ii. Civil Engineer, Shawn Murphy, Landform, 105 - 5th Avenue South, Suite 513, Minneapolis, addressed and answered questions of the commission

Chairperson Arbuckle opened the public hearing.

Nobody came forward to address the commission.

Chairperson Arbuckle closed the public hearing.

Commissioner Tripler moved to approve the resolution in the staff report approving an amendment to the planned unit development which permits a Costco and a fuel station and tire service center at 1431 Beam Avenue East for its proposed building expansion. Approval is based on the findings required by the code and subject to the following conditions (additions are underlined and deletions are crossed out):

1. The ~~development~~ building expansion shall follow the plans date-stamped ~~May 31, 2007~~ December 11, 2015 except where the city requires changes. Staff may approve minor changes.
2. The proposed construction must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. The applicant shall comply with the requirements in the engineer's report dated ~~April 20, 2007~~ December 10, 2015.
5. There shall not be any outdoor storage of tires unless they are kept within a decorative screening enclosure approved by the community design review board.
6. The fueling area shall have proper safeguards provided to prevent or contain any fuel spills as required by the Minnesota Pollution Control Agency.

Commissioner Tripler moved to approve the parking waiver as proposed subject to the retention of the proposed proof-of-parking spaces in case they are needed for future parking needs. If a parking shortage develops after the paving and curbing of the proof-of-parking spaces, the city council may require parking lot restriping to add more spaces.

Seconded by Commissioner Kempe.

Ayes - All

The motion passed.

This item goes to the city council on January 25, 2016.

**CONDITIONAL USE PERMIT REVISION RESOLUTION  
FOR A PLANNED UNIT DEVELOPMENT**

WHEREAS, Costco Wholesale Corporation applied to revise its conditional use permit for the Mogren Retail Addition planned unit development by building an expansion to its existing building. This conditional use permit for a planned unit development permits a fuel station and tire-service center.

WHEREAS, this permit applies to the 16-acre site located at 1431 Beam Avenue within the Mogren Retail Addition planned unit development. The legal description is:

Lot 1 Block 2, MOGREN RETAIL ADDITION

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

1. On January 5, 2016, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approve the planned unit development amendment.
2. On January 25, 2016 the city council discussed the planned unit development amendment. They considered reports and recommendations from the planning commission and city staff.

NOW, THEREFORE, BE IT RESOLVED that the city council \_\_\_\_\_ the above-described planned unit development amendment because:

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would not exceed the design standards of any affected street.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.

7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions (**additions are underlined and deletions are crossed out**):

1. The ~~development~~ building expansion shall follow the plans date-stamped ~~May 31, 2007~~ December 11, 2015, except where the city requires changes. Staff may approve minor changes.
2. The proposed construction must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. The applicant shall comply with the requirements in the engineer's report dated ~~April 20, 2007~~ December 10, 2015.
5. There shall not be any outdoor storage of tires unless they are kept within a decorative screening enclosure approved by the community design review board.
6. The fueling area shall have proper safeguards provided to prevent or contain any fuel spills as required by the Minnesota Pollution Control Agency.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** H. Alan Kantrud, General Counsel

**DATE:** January 20, 2016

**SUBJECT:** Consider Approval of Proposed Franchise Ordinance Granting CenturyLink a Franchise for Providing Cable Services in Maplewood

### **Introduction**

Council authorized Staff to advertise and publish its intent to franchise for cable services in August 2015 using the statutory procedure laid out in Chapter 238 of the Minnesota Statutes. The City engaged outside counsel to assist in the 238 process and a request for applications was published.

The City received an application from Qwest Broadband Services d/b/a CenturyLink, which was the only application received by the City at the end of September, 2015. A public hearing regarding the application was held in November, which was required prior to the adoption/granting of the actual franchise. The parties have worked toward a franchise agreement in the intervening time and the final Franchise is now before you.

### **Background**

By publishing its intent to award a competitive cable franchise in Maplewood, the City became bound to a process that calls for certain procedures to be followed prior to the actual award of a franchise to a cable operator. Minnesota Statutes Chapter 238, §238.081 Subd. 6 reads:

A public hearing before the franchising authority affording reasonable notice and a reasonable opportunity to be heard with respect to all applications for the franchise must be completed *at least seven days before the adoption of a franchise ordinance.*

Since holding its public hearing on the Application, staff has worked to create the attached Franchise Ordinance and with the passing of approximately 60 days, the only follow-on requirement regarding the waiting-period has passed (see italicized text above).

### **Discussion**

Council, this Franchise Ordinance you are being asked to approve is the final hurdle in the cable franchise approval process as defined in Minnesota Law. While the law does allow for these franchises to be codified as “agreements” they are more traditionally done in the form of a franchise ordinance since the rights and obligations are much like those granted to Xcel for their gas and electric transmission lines.

As you know the City is currently served by Comcast, the only authorized provider of cable

services to Maplewood residents. With the passage of the Ordinance herein proposed, CenturyLink (aka Qwest Broadband) will have the grant of authority to begin marketing cable services to Maplewood residents alongside Comcast.

It is important to understand that this grant of authority has no effect on the services or service levels provided by Comcast. These are independent companies who are responsible for their own facilities and transmission lines, however constructed. With the addition of CenturyLink to the “marketplace” that is Maplewood, residents will simply have a choice of providers for the first time in the history of the City. Nothing in the franchise will create special service areas for either cable operator and no added expense will be realized by the addition of CenturyLink to the market.

CenturyLink will be providing the same free ‘government’ channel, Channel 16, that Comcast currently provides and both platforms will receive the same content from the City to broadcast.

The attached memo from outside counsel details the substance of the application and subsequent Ordinance being considered here, which largely mirrors what is currently in effect with Comcast. While much of the Ordinance reflects requirements set by State Law, there are several salient points worth noting.

An executive summary of the attached memo and Ordinance are provided here:

- This is a franchise that is granted for five (5) years and is renewable for one (1) additional term. (Section 2 Article 4)
- Due to the introduction of the service to the City, CenturyLink is required to serve a minimum of 15% of the City’s households within two (2) years of this Franchise taking effect. (CenturyLink has assured the City this number will be exceeded, greatly, but has been using that number as a standard in its Agreements with other cities) (Section 4 Article 2)
- CenturyLink shall meet with the City and with the aid of build-out maps, both visually and by number, show what its build-out progress is at least four (4) times per year. (Sections 4 Article 2 and 7 Article 5)
- As market-share is realized to the 27.5% point, CenturyLink commits to build-out an additional 15% within two (2) years of that point. (Section 4 Article 2)
- CenturyLink will carry PEG programming in the same manner as Comcast and shall provide 50 Mbps. (Section 4 Article 7)
- CenturyLink is obligated to one (1) channel for governmental programming with expansion to up to 5 (five) channels. (Section 5 Article 1)
- The channels shall be broadcast in both HD and SD. (Section 5 Article 1)
- Once the City programs four (4) of its channels it shall be allowed a “mosaic” or multiple-channel screen on CenturyLink’s channel array displaying an active matrix menu of available programming. (Section 5 Article 1d)
- PEG support shall be equivalent to that negotiated with Comcast, currently set at \$4.25 per subscriber, per month. (Section 5 Article 4a)
- CenturyLink shall provide two (2) PSA ads to be placed on unsold/unused air time. (Section 5 Article 4b)
- CenturyLink shall support the City’s I-Net capability to the same extent as Comcast (Section 6)

- The Franchise Fee is set at five percent (5%) of gross revenues, paid quarterly. (Section 7 Article 3a)
- All obligations shall be secured by both a performance bond and a letter of credit. (Section 8 Articles 1 &2)

### **Budget Impact**

While this Ordinance will impact staff in that it is another agreement to manage, there are no direct budgetary expenses associated with it. In fact, the net-result of this Ordinance will be additional revenue in the form of the Franchise Fee and PEG Fee which are paid from time to time. It is important to note that this “income” is perhaps better seen as a shifting of payment obligations from one carrier (Comcast) to another (CenturyLink) as the amounts collected and paid are the same. More or additional revenues will only be realized as truly “new” cable customers contract with providers.

### **Recommendation**

It is recommended that the City Council approve the attached Franchise Ordinance providing the authority for CenturyLink to provide competitive Cable Communication Services in the City of Maplewood.

### **Attachments**

1. Memo from Kennedy and Graven
2. Franchise Ordinance

**Kennedy**

**&**

**Graven**

**CHARTERED**

470 US Bank Plaza  
200 South Sixth Street  
Minneapolis MN 55402

Robert J.V. Vose  
(612) 337-9275 telephone  
(612) 337-9310 fax  
rvose@kennedy-graven.com

## **MEMORANDUM**

**DATE:** January 19, 2016  
**TO:** Alan Kantrud, Maplewood City Attorney  
**FROM:** Robert J. V. Vose  
**RE:** CenturyLink Franchise Application

This Memorandum addresses the application for cable television franchise by Qwest Broadband Services, Inc., doing business as CenturyLink (“CenturyLink”), a wholly owned subsidiary of CenturyLink, Inc.

### **Background**

In the summer of 2014, CenturyLink announced that it would begin offering 1 Gig internet service in the Twin Cities area, and would also begin seeking franchises to provide cable services marketed as “Prism.”<sup>1</sup> CenturyLink began approaching metro area cities seeking cable franchises authorizing its delivery of Prism service.

In mid-2015, CenturyLink approached the City for a franchise. Minnesota Statutes, Chapter 238, establishes the process for issuing a competitive franchise. In accordance with Chapter 238, the City published a Notice of Intent to Franchise dated September 2, 2015. CenturyLink filed a timely and complete application on September 18, 2015.

Chapter 238 requires a hearing affording reasonable notice and an opportunity for all interested parties to be heard regarding any franchise application. Minn. Stat. § 238.081, subd. 6. On November 23, 2015, upon due notice to all interested parties, the City conducted the statutorily-required public hearing. CenturyLink’s representative and three (3) members of the public participated in the hearing. All parties were either supportive of, or not opposed to, issuance of a

<sup>1</sup> A cable franchise is a valuable privilege to use the public rights to provide cable service for profit. A franchise is required under applicable federal and state laws to provide cable service in a municipality.

franchise to CenturyLink. The incumbent cable provider, Comcast, did not comment at the hearing and did not submit any information in the hearing process.

Simultaneous with review of the application, you and I and City staff have been discussing franchise terms and conditions with CenturyLink officials. These discussions have resulted in a proposed franchise. The city council may consider the proposed franchise along with CenturyLink's franchise application, and public input concerning the application, in deciding whether to approve the application and issue a franchise.

Finally, it is worth noting that at the time of the application CenturyLink was aware that the City was considering withdrawal from the Ramsey-Washington Counties Cable Communications Commission ("Commission"). CenturyLink is further aware that the City has given notice of withdrawal from the Commission in accordance with the applicable joint powers agreement and has negotiated with the Commission and incumbent cable operator, Comcast, regarding this transition. The City and Comcast have an agreement regarding the transition.

### **Franchise Application Process**

In Minnesota, cable franchising is a "quasi-judicial" process. *In re Application of Dakota Telecommunications Group*, 590 N.W.2d 644, 647-8 (Minn. App. 1999) (citing, *Honn v. City of Coon Rapids*, 313 N.W.2d 409, 414-15 (Minn. 1981).

Quasi-judicial proceedings involve an investigation into a disputed claim that weighs evidentiary facts, applies those facts to a prescribed standard, and results in a binding decision. In granting a cable television franchise, the Cable Act requires that franchise proposals contain specific information and a public hearing be held affording reasonable notice and opportunity to be heard. Minn. Stat. § 238.081, subs. 4, 6. This procedure involves testimonial and documentary evidence, and results in a binding decision.

Id. (case citations omitted).

The quasi-judicial nature of this process is particularly important because Chapter 238 contains a "level playing field" requirement regarding competitive franchises which states, in relevant part, as follows:

No municipality shall grant an additional franchise for cable service for an area included in an existing franchise on terms and conditions more favorable or less burdensome than those in the existing franchise pertaining to: (1) the area served; (2) public, educational, or governmental access requirements; or (3) franchise fees. ... Nothing in this paragraph prevents a municipality from imposing additional terms and conditions on any additional franchises.

Minn. Stat. § 238.08, subd. 1(b). This "level playing field" provision requires a comparison of certain terms and conditions in the incumbent's existing cable franchise to the competitive

franchise. The public hearing required as part of a competitive franchising process affords the incumbent cable operator the opportunity to present facts, evidence and argument concerning its existing franchise obligations.

As a result, Comcast's non-participation in the City's public hearing is significant. Comcast offered no information concerning the relevant terms and conditions in its existing franchise. Specifically, Comcast offered no information about what areas it is required to serve under its franchise, or what areas it actually serves regardless of its obligations. Comcast also provided no information concerning its public, educational, or governmental (PEG) access requirements, or franchise fee obligations. Finally, Comcast offered no input concerning the substance of CenturyLink's application.

## **Findings**

CenturyLink's application is substantially complete. Any omissions or variances from the information requested are explained.

Generally, in considering issuance of a cable franchise, municipalities focus their review on the applicant's financial, technical and legal qualifications. However, the FCC has indicated that in cases of an application by a local exchange telephone company that has already received the required telephone authority from the relevant state agency (in Minnesota, a certificate of public convenience and necessity from the Minnesota Public Utilities Commission) the municipality is cautioned not spend a significant time evaluating the fitness of the applicant to access public rights-of-way. See, 621 Order (described below), at ¶ 23. A telephone company such as CenturyLink will already have demonstrated its legal, technical, and financial fitness to the state's telephone regulatory body.

CenturyLink's application and the subsequent public hearing raise no substantive concerns with CenturyLink's qualifications. The record reflects what might be expected—CenturyLink is a large, publicly-traded company that is capitalized accordingly. The company is very experienced in the telecommunications industry generally and in the video/cable business specifically.

### Financial

Under 47 U.S.C. § 541(a)(4), the City may consider the applicant's financial qualifications. CenturyLink, Inc., the parent company of the proposed franchisee, CenturyLink, is the third largest telecommunications company in the United States. The parent company most recently had \$18.0 Billion in annual operating revenue and free cash flow of \$2.7 Billion.

No challenge or opposition to CenturyLink's financial qualifications was raised.

### Technical

The City may consider also consider whether CenturyLink has the necessary technical qualifications to operate a cable system. CenturyLink has a demonstrated history of operating cable systems in 13 markets in the United States. CenturyLink has approximately 300,000 cable television subscribers and is capable of delivering it to approximately 2.3 Million homes. CenturyLink's management team has significant experience in the cable and telecommunications industry. Further, CenturyLink's application describes a state-of-the-art cable system. According to CenturyLink, it "offers more channels in HD than any other MVPD nationally."

No challenge or opposition to CenturyLink's technical qualifications was raised.

### Legal

Finally, the City may consider CenturyLink's legal qualifications in the process of determining whether to grant a cable television franchise. The company is properly formed and authorized to do business in the state of Minnesota. The company agrees to make all appropriate filings and preparations prior to offering cable service. No adverse administrative, civil or criminal action has been taken against the applicant over the past five years. Thus, the applicant appears legally qualified to hold a cable franchise.

However, while the applicant will operate the cable system, the facilities in the public rights-of-way will be owned by an affiliated company, Qwest Corporation ("QC"), which is the entity that provides local telephone services. The proposed cable franchise we have been negotiating with CenturyLink addresses this issue. The proposed franchise includes provisions requiring QC's compliance with the City's applicable right-of-way ordinance requirements, and which will require CenturyLink fully perform any cable system requirements contained in the franchise even if those requirements primarily or exclusively require action by QC. For example, if does not provide or maintain facilities that permit CenturyLink to provide good quality cable signals as required by the franchise, CenturyLink will have no defense that this problem is QC's fault. CenturyLink will be in breach and subject to all franchise enforcement provisions and penalties.

No challenge or opposition to CenturyLink's legal qualifications was raised.

### Level Playing Field

CenturyLink's application asserts that Minnesota's "level playing field" law is preempted by recent orders by the Federal Communications Commission (FCC) described below. CenturyLink offers to fully indemnify the City against any claims or lawsuits that may arise as a result of issuance of a competitive franchise with terms and conditions that differ from Comcast's existing franchise obligations. I do not recommend that the City accept CenturyLink's preemption argument. It is simply not necessary to determine whether the "level playing field" provision is preempted because CenturyLink will accept a competitive franchise that does not run afoul of the "level playing field" law.

CenturyLink's argument is that in 2007 the FCC issued an Order and Notice of Proposed Rulemaking addressing competitive cable franchising. *In the Matter of Section 621(a)(1) of the Cable Communications Policy Act of 1984*, MB Docket No. 05-311, (rel. March 5, 2007) (the "621 Order"). The 621 Order addresses the implementation of Section 621(a)(1) of the federal Cable Act, 47 U.S.C. § 541(a)(1). Among other things, Section 621 prohibits franchising authorities from unreasonably refusing to award competitive cable franchises. 47 U.S.C. § 552(a)(2).<sup>2</sup>

The 621 Order was challenged and upheld. *Alliance for Community Media v. FCC*, 529 F.3d 763 (6th Cir. 2008). Moreover, in January 2015, the FCC reaffirmed the 621 Order on reconsideration.

According to the FCC, both traditional cable and phone companies wish to offer customers "triple play" services-- voice, high-speed Internet access, and video. When a traditional phone company enters the cable market the FCC has found, [c]ompetition for delivery of bundled services will benefit consumers by driving down prices and improving the quality of service offerings. The FCC further found that the circumstances for competitive entry to the cable market are considerably different than existed when the incumbent cable operators obtained their franchises. Incumbent cable operators were initially the sole providers of cable and gained a high percentage of potential subscribers in the local market. A second entrant is less likely, or even unlikely, to gain the same percentage of subscribers. Without different expectations for cable revenues relative to the costs of deployment, the competitor faces "financial risk" and "uncertainty" when entering the market. 621 Order at ¶ 28.

Accordingly, the FCC found that build-out requirements are an obstacle to phone companies that seek to deploy competitive video services. Although phone companies already have facilities deployed, they still must upgrade existing plant to enable the provision of video service which often requires a significant investment of capital. Thus, the FCC found that a new entrant must begin offering service within a smaller area to determine whether it can reasonably ensure a return on its investment before expanding. 621 Order at ¶ 35.

As a result, the 621 Order prohibited imposition of unreasonable build-out requirements on competitors. The 621 Order also restricted certain PEG and I-Net support obligations finding that PEG support obligations on new competitors that exceed the incumbent's obligations are unreasonable, but that pro rata sharing arrangements are reasonable.

However, the 621 Order did "not preempt state law or state level franchising decisions . . ." 621 Order at ¶ 126. Rather, the FCC "expressly limit[ed] . . . [its] findings and regulations in this Order to actions or inactions at the local level where a state has not specifically circumscribed the LFA's authority." 621 Order at ¶ 1, n. 2. Local requirements are preempted to the extent

<sup>2</sup> Federal law also provides that a local franchising authority: "shall allow . . . [an] applicant's cable system a reasonable period of time to become capable of providing cable service to all households in the franchise area . . ." 47 U.S.C. § 541(a)(4). Federal law further prohibits redlining, stating: "[i]n awarding a franchise or franchises, a franchising authority shall ensure that access to cable service is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides." 47 U.S.C. § 541(a)(3).

they conflict with the FCC's guidance in the 621 Order and are not "specifically authorized by state law." 621 Order at ¶ 126.

Comcast has not opposed CenturyLink's preemption argument. However, it is unclear whether Chapter 238's franchising requirements generally, or the "level playing field" provisions specifically, are preempted. Minnesota's cable laws impose specific franchise requirements; i.e. provisions to be included in a franchise. But these state requirements must be interpreted, applied and enforced or waived by local authorities via negotiated franchises. Whether such local actions are preempted by the 621 Order, or preserved as a result of having been dictated by the state, is untested.

Rather than attempting to predict whether CenturyLink's preemption argument is likely to prevail if tested, I recommend focusing on whether CenturyLink is willing to accept a franchise that complies with the "level playing field" requirements. In doing so, it is permissible to consider the FCC's input per the 621 Order. As noted above, state law requires a comparison of Comcast's obligations to CenturyLink's proposed obligations regarding: area served; PEG access, and; franchise fees.

#### A. Service Area

CenturyLink proposes a market success-based approach to its service area requirements. In sum, the proposed franchise would require:

- Within two (2) years, CenturyLink must be capable of serving a minimum of fifteen percent (15%) of the City's households with cable service, and must "make its best efforts" to deploy faster.
- If, at any point, CenturyLink is serving twenty seven and one-half percent (27.5%) of the households capable of receiving cable service, CenturyLink must offer service to an additional fifteen percent (15%) of the total households in the City. This increased service area must be completed within two (2) years, and the company must try to deploy faster. For example, if CenturyLink is capable of serving 60% of the households in the City and is actually serving 30%, then Grantee will agree to serve an additional 15% of the total households in the City(i.e., 75%) as soon as possible but no longer than 2 years thereafter. CenturyLink also commits that a significant portion of its investment will be targeted to any areas with homes below the median income.
- Importantly, based on negotiations, CenturyLink would be required to initially offer cable service to all Qualified Living Units (QLUs) defined as households meeting the company's minimum technical qualifications (generally receiving 25Mbps downstream). CenturyLink has shown maps projecting that more than 50% of households should be QLUs, and possibly 75% or more. CenturyLink will be required to finalize its determination of QLUs and show final maps to the City identify QLUs as of the initial effective date. Taken together, these provisions mean

that from the outset CenturyLink will have a franchise commitment to offer service to well in excess of 50% of households, maybe more than 75%.

- In order to permit the City to monitor and enforce the service area requirements, CenturyLink must, upon demand, show maps and other documentation to the City demonstrating exactly where cable service is currently provided and capable of being provided. CenturyLink must meet with the City at least quarterly to make available reports and maps showing: the total number of households in the City; the total number of QLU's initially and as of each calendar quarter, and; a list of the public buildings and educational institutions that are QLU's. CenturyLink must provide a written summary of this information to the City (on a trade secret basis if the company wishes).
- If CenturyLink provides cable service to more than fifty percent (50%) of all customers receiving cable service from either CenturyLink or Comcast, the City can impose a timeframe for CenturyLink to complete deployment to the remaining households in the City.

This proposal is consistent with the 621 Order which suggested that it would be reasonable for a local franchising authority to consider benchmarks requiring a new entrant to increase its build-out after a reasonable time, taking into account the new entrant's market success or market penetration. 621 Order, ¶ 89.

More importantly, this proposal is not contrary to the "level playing field" provision. The "level playing field" provision requires a competitor's service area obligation to be "no more favorable or less burdensome" than the incumbent's obligation. This statutory phrase likely means "similar." See, *WH Link v. City of Otsego*, 664 N.W.2d 390, 396 (Minn. Ct. App. 2003); *Cable TV Fund 14A v. City of Naperville*, 1997 U.S. Dist. LEXIS 7336, \* 37-38 (N.D. IL 1997); *Comcast Cablevision of New Haven, Inc. v. Connecticut Department of Public Utility Control*, 1996 Conn. Super. LEXIS 2927, \*7 (1996); and *United Cable Television Corporation v. Connecticut Department of Public Utility Control* 1994 Conn. Super. LEXIS 2222 (1994).

CenturyLink's service proposal is similar to Comcast's requirement. The existing franchise permits Comcast to offer service throughout the City, but only requires service "where there is a minimum of 50 homes per cable mile for underground plant and 35 homes per mile for overhead plant." Franchise, Section 2.8. Comcast introduced no information or evidence concerning the portion or percentage of the City this requirement originally obligated the company to serve or obligates it to serve today. However, based on known dwelling densities, Comcast is not required to offer service throughout the City. There is no basis to find CenturyLink's proposed obligation less burdensome than Comcast's obligation.

In addition to the "level playing field" requirement, Chapter 238 requires that "initial franchises" include a provision:

identifying the system capacity and technical design and a schedule showing:

- (1) that construction ... must commence no later than 240 days after the granting of the franchise;
- (2) that construction ... must proceed at a reasonable rate of not less than 50 plant miles constructed per year of the franchise term;
- (3) that construction throughout the authorized franchise area must be substantially completed within five years of the granting of the franchise; and
- (4) that the requirement of this section be waived by the franchising authority only upon occurrence of unforeseen events or acts of God;

Minn. Stat. § 238.084, Subd. 1(m). This construction schedule requirement plainly relates to new cable plant construction. In this case, QC has already largely constructed the fiber lines and copper wires necessary to provide cable service in the City. The system upgrades needed are primarily in electronics and related facilities. Because the plant already largely exists, and in any case is owned and operated primarily by QC, these construction schedule provisions are not relevant or needed and may be waived.

Finally, Comcast's existing franchise provides:

In the event another Person operates a Cable System authorized by [the City] on terms and conditions that are, taken as a whole, more favorable or less burdensome than the terms and conditions applicable to [Comcast] under this Franchise, the [City] shall adjust any such terms and conditions in another provider's authorization or this Franchise so that the terms and conditions under which such other Person operates, taken as a whole, are not more favorable or less burdensome than those that are applied to [Comcast].

Thus, to the extent Comcast may complain (after-the-fact) that CenturyLink's service area or build out obligations are less burdensome than those contained in Comcast's existing franchise, Comcast has negotiated for a specific remedy: modification of its obligations.

#### B. PEG Access Requirements

Comcast's existing franchise required Comcast's predecessor to pay certain up-front "grants" to the Commission in support of PEG. Based on discussions with Commission representatives, the Commission claims that the City is not entitled to any unexpended proceeds of such up-front grants. CenturyLink does not propose any such up-front grants to the City.

The existing franchise also requires Comcast to pay annual "grants" in support of PEG. Commission representatives and Comcast have agreed that as of January 1, 2016, the City is entitled receive a pro-rata portion (based on subscribership) of such annual grant payments. Comcast's payments in support of PEG are "passed-through" to subscribers as a PEG fee which appears on monthly invoices. The PEG fee is currently \$4.25. CenturyLink will agree to pass through an identical fee to its cable subscribers and pay the full proceeds to the City.

With respect to institutional network (I-Net) obligations in the existing franchise, discussions between the City, Commission and Comcast about future arrangements are ongoing. The results of those discussions will impact arrangements with CenturyLink. Regarding PEG and I-Net obligations generally, the 621 Order concludes that it may be unreasonable to impose entirely duplicative obligations on a new entrant. The goal instead should be “adequate and reasonable” or “satisfactory or sufficient” support. 621 Order, ¶¶ 112 and 115. A pro rata sharing of access obligations is per se reasonable. 621 Order, ¶ 120. The City expects that a pro rata sharing arrangement may come out of continuing discussions with the Commission and Comcast, and separately with CenturyLink.

Finally, in all other material respects, CenturyLink will agree to equivalent PEG access requirements. For example, CenturyLink will commit to making available the same number of PEG channels available (up to 10 channels with the expectation that 4-5 will initially be programmed by or for the City), and will meet or exceed existing commitments for high definition availability, video-on-demand, free service to institutions, etc.

### C. Franchise Fees

The existing franchise requires Comcast to pay a 5% franchise fee based on a defined definition of its cable “gross revenues.” As of January 1, 2016, the City will be entitled receive the proceeds of the franchise fees derived from Comcast’s revenues generated in, or allocated to, the City. CenturyLink will agree to an equivalent fee.

### Conclusion

As required by Chapter 238, CenturyLink provided a complete application with explanations for any omissions or other variations from the City’s application requirements. In particular, CenturyLink addressed the application requirement regarding its service area and construction schedule by asserting that the 621 Order preempts applicable state law. CenturyLink has substantially complied with the application filing requirements.

The application and subsequent hearing demonstrate that CenturyLink is qualified to receive a franchise. The application, hearing and direct negotiations with CenturyLink officials reveal that the company will also accept a franchise that complies with the “level playing field” provision.

RJV:jms

**ORDINANCE**

AN ORDINANCE GRANTING A FRANCHISE TO QWEST BROADBAND SERVICES, INC D/B/A CENTURYLINK TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE, IF ANY, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

**STATEMENT OF INTENT AND PURPOSE**

The City intends, by the adoption of this Franchise, to bring about the development of a competitive Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of the City and the public generally. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City and its residents.

**FINDINGS**

In the review of the application by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

Grantee's plans for constructing, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;

The Franchise granted to Grantee by the City complies with the existing applicable Minnesota Statutes, federal laws and regulations; and

The Franchise granted to Grantee is nonexclusive.

**SECTION 1. SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the CenturyLink Cable Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

a. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §§543(b)(7).

b. "City" means City of Maplewood, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.

c. "City Council" means the governing body of the City.

d. "Cable Service" or "Service" means Cable Service as defined by Minn. Stat. § 238.01 et seq. and 47 U.S.C § 521 et seq., as may be amended from time to time.

e. "Cable System" or "System" means, unless the context clearly indicates otherwise, the Company's network or facility, , consisting of antennas, copper or fiber optic cables, transmitters and receivers, amplifiers, towers, cablecasting facilities, power supplies, pedestals, and any other equipment or facilities intended for the purpose of providing Cable Service to Subscribers in the City. System as defined herein shall not be inconsistent with the definitions set forth in Minn. Stat. § 238.02, subd. 3 and 47 U.S.C § 522(7).

f. "Class IV Cable Channel" means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.

g. "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

h. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

i. "Franchise" or "Cable Franchise" means this ordinance and the regulatory and contractual relationship established hereby.

j. "Grantee" is Qwest Broadband Services, Inc d/b/a CenturyLink, its lawful successors, transferees or assignees.

- k. "Gross Revenues" means all revenue received directly or indirectly by the Grantee, its affiliates, subsidiaries, parent, or person in which Grantee has financial interest of five percent (5%) or more, from operation of its System within City to provide Cable Services including, but not limited to, all Cable Service fees, Franchise Fees, late fees, Installation and reconnection fees, upgrade and downgrade fees, set top box fees, Lockout Device fees. The term Gross Revenues shall not include advertising revenues, FCC regulatory fees, bad debt, or any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit or refundable subscriber deposits.
- l. "Installation" means the connection of the System from feeder cable to the point of connection with the Subscriber Set Top Box or other terminal equipment.
- m. "Living Unit" means a distinct address as tracked in the QC network inventory used by Grantee to identify existing or potential Subscribers. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.
- n. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.
- o. "Mosaic Channel" means a channel which displays miniaturized media screens and related information for a particular cluster of channels with common themes. The Mosaic Channel serves as a navigation tool for subscribers, which displays the group of Access Channels on a single channel screen and also provides for easy navigation to a chosen Access Channel in the group.
- p. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program video signals to Subscribers for a fee or charge, in addition to the charge for other Basic Cable Services or other Cable Services.
- q. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- r. "QC" means Qwest Corporation d/b/a CenturyLink , an commonly-owned affiliate of Grantee.
- s. "Qualified Living Unit" means a Living Unit which meets the minimum technical qualifications defined by Grantee for the provision of Cable Service.

t. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in City in which the City has an interest, and any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, drive, bridge, tunnel waterway, easement or right-of-way, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, or dedicated for use by City, use by the general public or use compatible with Cable System operations, including other dedicated Rights-of-Way for travel purposes and utility easements.

u. "Right-of-Way Ordinance" means any ordinance of City codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.

v. "Set Top Box" means an electronic device (sometimes referred to as a converter) which may serve as an interface between the System and a Subscriber's television monitor, and which may convert signals to a frequency acceptable to such monitor, and may by an appropriate selector, permit a Subscriber to view all signals of a particular service.

w. "Standard Installation" means any residential installation to a Qualified Living Unit.

x. "Subscriber" means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

## **SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS**

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. Grantee shall comply with all provisions of its Proposal. Failure of Grantee to provide a System as described in its Proposal, or meet obligations and comply with all provisions therein, may be deemed a violation of this Franchise.

2. Grant of Nonexclusive Authority.

a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, install, operate, upgrade, repair, replace, reconstruct, rebuild, maintain and retain in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below facilities available to Grantee to the extent it is technically and economically feasible to do so.

b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.

c. It shall be unlawful for any Person to construct, install, operate or maintain a Cable System or to offer Cable Service in the City, unless such Person shall have first obtained and shall currently hold a valid franchise. Any affiliate of the Grantee involved in the offering of Cable Service in the City, or directly involved in the ownership, management or operation of the Cable System in the City, shall also comply with all obligations of this Franchise. However, the City and Grantee acknowledge that QC will be primarily responsible for the construction and installation of facilities in the Rights-of-Way which will be utilized by Grantee to provide Cable Services. So long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to the terms and conditions contained in this Franchise. QC's installation and maintenance of facilities in the Rights-of-Way is governed by applicable local, state and federal law. To the extent Grantee constructs and installs facilities in the Rights-of-Way, such installation will be subject to the terms and conditions contained in this Franchise. Grantee is responsible for all provisions in this Franchise related to: 1) its offering of Cable Services in the City; and 2) the operation of the Cable System regardless of what entity owns or constructs the facilities used to provide the Cable Service. The City and Grantee agree that to the extent QC violates any applicable federal, state, or local laws, rules, and regulations, the City shall first seek compliance directly from QC. In the event the City cannot resolve these violations or disputes with QC, then the City may look to Grantee to ensure such compliance. Failure by Grantee to ensure QC's or any other affiliate's compliance with applicable local, state and federal laws, rules, and regulations, shall be deemed a material breach of this Franchise by Grantee.

d. This Franchise and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive and this Franchise does not, explicitly or implicitly, preclude the issuance of other franchises or similar authorization to operate Cable Systems within the City. Provided, however, that Grantor shall not authorize or permit another Person to construct, operate or maintain a Cable System on material terms and conditions which are, taken as a whole, more favorable or less burdensome than those applied to Grantee.

In the event another Person operates a Cable System authorized by Grantor on terms and conditions that are, taken as a whole, more favorable or less burdensome than the terms and conditions applicable to Grantee under this Franchise, the Grantor shall adjust any such terms and conditions in any other provider's authorization or this Franchise so that the terms and conditions under which such other Person operates, taken as a whole, are not more favorable or less burdensome than those that are applied to Grantee.

3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise, including, without limitation, a requirement on such Person to pay franchise fees on such Person's use of the System to provide Cable Services, to the extent those would be such a requirement under this Franchise if Grantee itself were to use the System to provide such Cable Service. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section.

#### 4. Franchise Term.

The term of the Franchise granted by the City pursuant to this ordinance shall be for a period of five (5) years, provided, however, that no less than six (6) months prior to the expiration of the initial five (5) year term, to the extent the City determines, in the City's sole discretion, that the Company has complied with this Franchise and with applicable law, the City shall have the right to extend the franchise term for an additional period so as to be co-terminus with any franchise then-held by the incumbent cable operator.

#### 5. Compliance with Applicable Laws, Resolutions and Ordinances.

a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, local generally applicable ordinance authority, and eminent domain rights of City. Except as provided below, any modification or amendment to this Franchise, or the rights or obligations contained herein, must be within the lawful exercise of City's police power, in which case the provision(s) modified or amended herein shall be specifically referenced in an ordinance of the City authorizing such amendment or modification. This Franchise may also be modified or amended with the written consent of Grantee as provided in Section herein.

b. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City which may have the effect of superseding, modifying or amending the terms of with the exception of Section 4.2 herein, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

c. In the event of any conflict between Section 4.2 of this Franchise and any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms in Section 4.2 of this Franchise shall be not be superseded by such City ordinance or regulation, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

d. In the event any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 4.2 of this Franchise, Grantee shall not be required to comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

e. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to the City. The City or Commission shall provide a written response within fourteen (14) days of receipt indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question.

6. Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction.

7. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides.

8. Line Extension. Grantee shall have a line extension obligation at such time that Grantee provides Cable Service to more than fifty percent (50%) of all subscribers receiving facilities-based Cable Service from both the Grantee and any other provider(s) of cable service within the City. At that time, the City, in its reasonable discretion and after meeting with Grantee, shall determine the timeframe to complete deployment to the remaining households in the City, including a density requirement that is the same or similar to the requirement of the incumbent franchised cable operator.

9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Maplewood  
Attention: City Manager  
1830 County Road B East  
Maplewood, MN 55109-2702

If to Grantee: Qwest Broadband Services, Inc. d/b/a CenturyLink  
1801 California St., 10th Flr.  
Denver, CO 80202  
Attn: Public Policy

With copies to: Qwest Broadband Services Inc., d/b/a CenturyLink, 200 S. 5th Street, 21st Flr. Minneapolis, MN 55402, Attn: Public Policy

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

### **SECTION 3. CONSTRUCTION STANDARDS**

#### 1. Registration, Permits and Construction Codes.

a. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.

b. Failure to obtain permits or comply with permit requirements shall be grounds for revocation of this Franchise, or any lesser sanctions provided herein or in any other applicable law.

2. Repair of Rights-of-Way and Property. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to the same condition as that prevailing prior to Grantee's work to the extent consistent with applicable statutes and rules. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way, public, or private property back into good condition. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration.

### 3. Conditions on Right-of-Way Use.

a. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

b. All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the use of Rights-of-Way except for normal and reasonable obstruction and interference which might occur during construction and to cause minimum interference with the rights of property owners who abut any of said Rights-of-Way and not to interfere with existing public utility installations.

c. If at any time during the period of this Franchise City shall elect to alter or change the grade or location of any Right-of-Way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the reasonable and lawful standards and specifications of City.

The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all reasonable and lawful requirements of City.

e. The Grantee shall, upon request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance written notice to arrange for such temporary changes.

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

g. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

4. **Undergrounding of Cable.** Grantee must place newly constructed System facilities underground in areas of City where all other utility lines are placed underground and may place System facilities on poles using aerial construction techniques where existing System facilities or other utility facilities are on poles or otherwise of aerial construction. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe, all pursuant to any required plans submitted with Grantee's permit application(s) and approved by City.

5. **Installation of Facilities.** No poles, conduits, amplifier boxes, pedestal mounted terminal boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee without required permit of City.

6. **Safety Requirements.**

a. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.

b. The Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.

c. All System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

#### **SECTION 4. DESIGN PROVISIONS**

1. **System Design and Capacity.**

a. The Cable System shall have a bandwidth capable of providing the equivalent of a typical 750 MHz Cable System. Recognizing that the City has limited authority under federal law to designate the technical method by which Grantee provides Cable Service, as of the Effective Date of this Franchise, Grantee provides its Cable Service utilizing two (2) different methods. First, using a PON platform, the Grantee provides Cable Service to some Qualified Living Units by connecting fiber directly to the household ("FTTP"). Second, the Grantee provides Cable Service to some Qualified Living Units by deploying fiber into the neighborhoods and using the existing copper infrastructure to increase broadband speeds ("FTTN"). In both the FTTP and FTTN footprint, a household capable of receiving a minimum of 25 Mbps downstream will generally be capable of receiving Cable Service after Grantee performs certain network grooming and conditioning.

b. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of the specifications herein throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all the requirements of this Franchise, including the exhibits hereto, and in a manner which meets or exceeds applicable FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a signal is transmitted.

c. System Maintenance. In all its construction and service provision activities, Grantee shall meet or exceed the construction, technical performance, extension and service requirements set forth in this Franchise.

d. Emergency Alert Capability. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The City may identify authorized emergency officials for activating the EAS consistent with the Minnesota State Emergency Statewide Plan (“EAS Plan”). The City may also develop a local plan containing methods of EAS message distribution, subject to Applicable Laws and the EAS Plan. Nothing in this section is intended to expand Grantee’s obligations beyond that which is required by the EAS Plan and Applicable Law.

e. Standby Power. Grantee shall provide standby power generating capacity at the Cable System control center and at all nodes (“Node” means the transition point between optical light transmission and RF transmission of signals being delivered to and received from the Subscriber’s premises). Grantee shall maintain standby power system supplies, rated at least at two (2) hours’ duration, throughout the trunk and distribution networks. In addition, Grantee shall have in place throughout the Franchise term a plan, and all resources necessary for implementation of the plan, for dealing with outages of more than two (2) hours.

f. Grantee shall comply with the applicable technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time.

g. Grantee shall install and maintain its Cable System in accordance with the applicable requirements of the National Electrical Safety Code, and in such manner that the Cable System shall not interfere with any installations of the City or any public utility or institutional utility, or any franchisee, licensee or permittee of the City.

h. Grantee shall provide and put in use such equipment and appliances as in a manner so as to prevent injury to the wires, pipes, structures, and property belonging to the City or to any Person within the City.

## 2. Cable Service Availability.

**Initial Build Out.** No later than the second anniversary of the Effective Date of this Franchise, Grantee shall: 1) be capable of serving a minimum of fifteen percent (15%) of the City's households with Cable Service; provided, however, Grantee will make its best efforts to complete such deployment within a shorter period of time, and; 2) make available and offer Cable Service to all Qualified Living Units, as indentified in the reports and maps required herein showing the total number of Qualified Living Units as of the Effective Date and quarterly thereafter. Grantee shall not deactivate any activated Remote Terminals once activated, nor withdraw the availability of Cable Service to any Qualified Living Unit (except due to non-payment or other customer compliance matter), without the prior approval of the City. In addition, Grantee commits that a significant portion of its investment will be targeted to areas below the median income in the City.

**Quarterly Meetings.** In order to permit the City to monitor and enforce this Franchise, the Grantee shall, upon demand, promptly make available to the City maps and other documentation showing exactly where within the City the Grantee is currently providing, or able to provide, Cable Service. Grantee shall meet with the City, not less than once quarterly, to demonstrate Grantee's compliance with the provisions of this section concerning the deployment of Cable Services in the City. In order to permit the City to monitor and enforce the provisions of this section and other provisions of this Franchise, the Grantee shall, commencing on or about XX-XX-XX, and continuing throughout the term of this Franchise, meet quarterly with the City and make available reports and maps showing the City the following information:

- (a) The total number of Living Units throughout the City;
- (b) The total number of Qualified Living Units as of the Effective Date and each subsequent calendar quarter;
- (c) Information demonstrating Grantee commitment that a significant portion of Grantee's initial investment and Grantee's deployment of Cable Services in the City has been targeted to households below the City's median household income; and
- (d) A list of the public buildings and educational institutions that are Qualified Living Units in the City

In addition, at each quarterly meeting the Grantee will provide to the City a written summary (on a trade secret basis if Grantee so desires) of the foregoing information.

**Additional Build-Out Based on Market Success.** If, at any quarterly meeting, including any quarterly meeting prior to the second anniversary of the Effective Date of this Franchise as referenced in Section \_\_\_ herein, Grantee is actually providing Cable Service to twenty seven and one-half percent (27.5%) of the Qualified Living Units (households capable of receiving Cable Service), then Grantee agrees the minimum build-out commitment shall increase to include an additional fifteen (15%) of the total households in the City within two (2) years from the quarterly meeting; provided, however, the Grantee shall make its best efforts to complete such deployment within a shorter period of time.

For example, if, at a quarterly meeting with the City, Grantee shows that it is capable of serving sixty percent (60%) of the households in the City with Cable Service and is actually serving thirty percent (30%) of those households with Cable Service, then Grantee will agree to serve an additional fifteen percent (15%) of the total households in the City no later than two (2) years after that quarterly meeting (a total of seventy-five percent (75%) of the total households). This additional build-out based on market success shall continue until every household in the City is served.

3. Interruption of Service. The Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than forty eight (48) hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.

4. FCC Reports. The results of any tests required to be filed by Grantee with the FCC, as it relates to Cable Service pursuant to this Franchise, shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.

5. Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

6. Lockout Device. Upon the request of a Subscriber, Grantee shall make available a Lockout Device at no additional charge to Subscribers.

7. System Design.

a. The System shall have the capability to carry community (PEG) programming originated from other Minneapolis/St. Paul metropolitan area franchising authorities.

b. Grantee shall provide a discrete, non-public, video interconnect network, from an agreed upon demarcation point at the City's Master Control Center to Grantee's headend. The video interconnect network shall not exceed 50 Mbps of allocated bandwidth, allowing the City and PEG operators that have agreed with Grantee to share (send and receive) live and recorded programming for playback on their respective systems.

c. Where available the Grantee shall provide the video interconnect network and the network equipment necessary for the high-priority transport of live multicast HD/SD video streams as well as lower-priority file-sharing. Grantee shall provide 50 Mbps bandwidth for each participating PEG entity to send its original programming, receive at least two additional multicast HD/SD streams from any other participating PEG entity, and allow the transfer of files. Each participating PEG entity is responsible for encoding its own SD/HD content in suitable bit rates to be transported by the video interconnect network without exceeding the 50 Mbps of allocated bandwidth.

## 8. System Performance..

- a. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than forty eight (48) hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.
- b. Special Testing. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.
- c. Before ordering such tests, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by a qualified engineer selected by City and Grantee, and Grantee shall cooperate in such testing.
- d. FCC Reports. The results of any tests related to the City required to be filed by Grantee with the FCC shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.
- e. Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

## **SECTION 5. ACCESS CHANNEL(S) PROVISIONS**

### 1. Public, Educational and Government Access.

- a. Within 120 days of Effective Date, the Grantee shall make available one (1) channel on the Basic Service Tier to be used for Government access programming. On a future date to be mutually agreed upon by the Grantee and the City, but in no event more than 360 days after the Effective Date, the Grantee shall make available up to four (4) additional channels to be used for PEG access programming on the Basic Service Tier. These channels will be located at Channels 8056-8060 ("Access Channels").

If the City delivers programming to Grantee in HD, then Grantee shall make the Access Channel(s) carrying such programming available to Subscribers in both HD and SD. Thus, if City delivers all PEG access programming in HD, the Grantee will provide the equivalent of ten (10) Access Channels for such programming (5 HD; 5 SD). The City has the sole discretion to designate the use of each Access Channel for public, educational, or governmental purposes.

b. Grantee shall provide a technically reliable path for upstream and downstream transmission of the Access Channels, which will in no way degrade the technical quality of the Access Channels, from an agreed upon demarcation point at the City's Master Control Center and from any other PEG access programming locations designated by the City, to Grantee's headend, on which all Access Channels shall be transported for distribution on Grantee's subscriber network. The Access Channels shall be delivered without degradation to subscribers. Grantee may meet the obligations of this subsection by providing, free of charge and at no cost to the City, a direct fiber connection and necessary equipment to transmit PEG programming from the City's designated programming locations and the permanent location of the City's Master Control Center to the Grantee's headend ("PEG Origination Connection"). As necessary, the Grantee shall undertake construction of direct connections and necessary equipment to each of the programming origination sites as identified by the City within a reasonable period of time taking into consideration weather and related technical issues.

c. The City will give Grantee written notice detailing the point of origination and the capability sought by the City. The Access Channels may be renumbered and moved by the Grantee upon thirty (30) days' notice to Subscribers and the City; provided, that in such event the City is programming the channel(s) Grantee shall pay all reasonable costs or expenses arising out of the renumbering and moving of any of the above-listed channels including, but not limited to, equipment necessary to effect the change at the programmer's production or receiving facility (school frequency routing equipment, etc.) This paragraph shall not apply to Regional Channel 6.

d. At such time the City is programming four (4) or more of the Access Channels such channels may be made available through a multi-channel display (i.e. a picture in picture feed) on a single TV screen called a "mosaic" where a Subscriber can access via an interactive video menu any of the PEG access channels (the "Maplewood Mosaic"). The Maplewood Mosaic will be located at a Channel mutually agreed to by the Grantee and City in the area of the channel lineup where similar PEG mosaics are located. The Maplewood Mosaic will contain only Access Channels authorized by the City.

e. Video on Demand. Grantee shall provide Video on Demand service (“VOD”) for PEG access programming. The VOD service to be provided herein shall be limited to up to twenty (20) hours per month. The City will be solely responsible for determining programming priority and will be responsible for providing Grantee with good quality masters in a format determined through mutual agreement. A presentation form (stating program information, the City’s acceptance of responsibility for content, “kill” dates if applicable, and other matters) and content delivery method will be determined through mutual agreement of the parties.

2. Charges for Use. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to City and the public.

3. Access Rules. City, or its designee, shall implement rules for use of any access channel(s).

3. Access Rules. City, or its designee, shall implement rules for use of any access channel(s).

4. Access Support.

a. Grantee will collect from Subscribers and remit to the City a monthly PEG Fee of \$4.25 per subscriber, per month. The PEG Fee will be remitted to the City on a quarterly basis. The PEG Fee will be paid to the City at the same time as the Franchise Fee. Starting with the 2016 calendar year, the City may elect to increase, or decrease this fee based on the incumbent cable franchisee’s PEG support obligation, or the Consumer Price Index. Any such election must be made in writing to the Franchisee ninety (90) days prior to becoming effective. In no event shall the monthly per Subscriber fee be in an amount different from the incumbent cable provider. The PEG Fee may be used for operational or capital support of PEG programming. In the event the incumbent’s per Subscriber, per month collection and payment to the City is modified for any reason, including, for example, due to renewal of the incumbent’s franchise on different terms or the incumbent’s re-calculation of the amount due under its then-existing franchise, the parties agree to work cooperatively, in good faith, to modify the Grantee’s PEG support payment obligation accordingly. As deemed necessary or appropriate, the parties may agree to amend this Franchise for such purpose.

b. Grantee shall provide the City two (2) 30-second ad avails during periods in which ample unsold/unused air time on such channels exists for City public service announcements (PSAs), free of charge, during the term of the Franchise, on a run of schedule basis. The ad avails shall be produced by the City to announce, identify, or promote community television. Grantee shall also print and mail a post card promoting community programming, to households in the City subscribing to Grantee’s Cable Service at no cost to the City, no less frequently than twice per year, or at such time as a Access Channel is moved or relocated, upon the written request of the City. The post card shall be designed by the City and shall conform to the Grantee’s standards and policies for size and weight. Any post card denigrating the Grantee, its service or its programming is not permitted.

5. Regional Channel 6. Grantee shall designate standard VHF Channel 6 for uniform regional channel usage to the extent required by state law.

6. State and Federal Law Compliance. Satisfaction of the requirements of this Section satisfies any and all of Grantee's state and federal law requirements of Grantee with respect to PEG access.

## **SECTION 6. INSTITUTIONAL NETWORK (I-NET) PROVISIONS AND RELATED COMMITMENTS**

1. Grantee acknowledges that the City has acquired I-Net capacity, facilities, interconnection, services and resources from existing franchised cable service providers to design, construct and operate an Institutional Network and to facilitate PEG Institutions' uses of the I-Net. Grantee shall provide additional connectivity for PEG access programming purposes as provided in Section 5.1(b) and (c) above. The parties acknowledge that the public interest would not be served by duplicating existing I-Net facilities or services provided under other cable services franchises.

2. Subscriber Network Drops to Designated Buildings.

a. Grantee shall provide, free of charge, Installation of one (1) subscriber network Drop, one (1) cable outlet, one (1) set top box or other device, if necessary, monthly Basic Cable Service to each public and private school, public library branch, police and fire station, community center and public building that requests a drop in writing, and to such other public institutions as the City may reasonably request from time to time provided such location is a Qualified Living Unit and not currently receiving service from another provider.

b. The above referenced institutions may add outlets at its own expense, as long as such Installation meets Grantee's standards.

## **SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS**

1. Administration of Franchise. The City Manager or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City, or its designee, may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law. The City may not unilaterally alter the material provisions of this Franchise.

2. Delegated Authority. The City may appoint a citizen advisory body or a Joint Powers Commission, or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegatee of City.

### 3. Franchise Fee.

a. During the term of the Franchise, Grantee shall pay quarterly to City, or properly appointed delegatee, a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently permitted by federal statute.

b. Any payments due under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation.

c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during normal business hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records.

### 5. Reports and Maps.

a. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in form and substance as required by City.

b. Grantee shall prepare and furnish to City, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise as City may require. City shall make its best effort to protect proprietary or trade secret information all consistent with state and federal law.

c. If required by the Right-of-Way Ordinance, Grantee or its affiliate, as applicable, shall make available to the City Manager the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee or its affiliate, as applicable, shall make available to the City updates of such maps, plats and permanent records annually if changes have been made in the System.

### 6. Periodic Evaluation.

a. The City may require evaluation sessions one time during the term of this Franchise, upon fifteen (30) days written notice to Grantee.

b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City deems relevant.

c. As a result of a periodic review or evaluation session, upon notification from City, Grantee shall meet with City and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are legally, economically and technically feasible.

## **SECTION 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS**

### **1. Performance Bond.**

a. Within 30 days after the effective date and at all times thereafter, until the Grantee has liquidated all of its obligations with City, the Grantee shall furnish a bond to the City in the amount of \$100,000.00 in a form and with such sureties as reasonably acceptable to City. This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by City with respect to the bond are in addition to all other rights City may have under the Franchise or any other law. City may, from year to year, in its sole discretion, reduce the amount of the bond.

b. The time for Grantee to correct any violation or liability, shall be extended by City if the necessary action to correct such violation or liability is, in the sole determination of City, of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) days period and thereafter uses reasonable diligence to correct the violation or liability.

c. In the event this Franchise is revoked by reason of default of Grantee, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City as a result of said default or revocation.

d. Grantee shall be entitled to the return of the performance bond, or portion thereof, as remains sixty (60) days after the expiration of the term of the Franchise or revocation for default thereof, provided City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said default.

e. The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.

## 2. Letter of Credit.

a. At the time of acceptance of this Franchise, Grantee shall deliver to City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to City, from a National or State bank approved by Commission, in the amount of \$25,000.00.

b. The Letter of Credit shall provide that funds will be paid to City, as appropriate, upon written demand of City, and in an amount solely determined by City in payment for penalties charged pursuant to this Section, in payment for any monies owed by Grantee to City or any person pursuant to its obligations under this Franchise, or in payment for any damage incurred by City or any person as a result of any acts or omissions by Grantee pursuant to this Franchise.

c. In addition to recovery of any monies owed by Grantee to City or any person or damages to City or any person as a result of any acts or omissions by Grantee pursuant to the Franchise, City, in its sole discretion after notification to Grantee and a minimum allowance of thirty (30) days to cure, may charge to and collect from the Letter of Credit the following penalties:

i. For failure to provide data, documents, reports or information or to cooperate with City during an application process or system review or as otherwise provided herein, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.

ii. Fifteen (15) days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.

iii. For failure to provide the services Grantee has proposed, including, but not limited to, the implementation and the utilization of the access channels and the maintenance and/or replacement of the equipment and other facilities, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.

iv. For failure to comply with any of the provisions of this Franchise, or other applicable City ordinance for which a penalty is not otherwise specifically provided pursuant to this paragraph c, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues up to a maximum of 30 days.

d. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed; provided, however, that no more than one penalty amount shall be imposed for each separate violation.

e. Whenever City or Commission finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, or for any other violation contemplated in Subparagraph c. above, a written notice shall be given to Grantee informing it of such violation. At any time after thirty (30) days (or such longer reasonable time which, in the determination of City or Commission, is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole opinion of City, City may draw from the Letter of Credit all penalties and other monies due City or Commission from the date of the local receipt of notice.

f. Whenever the Letter of Credit is drawn upon, Grantee may, within seven (7) days of such draw, notify City, in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by Grantee to City shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue and City may continue to draw from the Letter of Credit during any appeal pursuant to this subparagraph f.

i. City shall hear Grantee's dispute within sixty (60) days and render a final decision within sixty (60) days thereafter.

ii. Upon the determination of City that no violation has taken place, City shall refund to Grantee, without interest, all monies drawn from the Letter of Credit by reason of the alleged violation.

g. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in Paragraph A of this Section.

h. If City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to City a like replacement Letter of Credit or certification of replenishment for the full amount stated in Section 8 herein as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any draws upon the Letter of Credit.

i. If any Letter of Credit is not so replaced or replenished, City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

j. The collection by City, of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to either, nor shall any act, or failure to act, by City, pursuant to the Letter of Credit, be deemed a waiver of any right of City, pursuant to this Franchise or otherwise.

### 3. Indemnification of City.

a. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, to the extent caused by Grantee's construction, operation, maintenance, repair or removal of the System or by any other action of Grantee with respect to this Franchise.

b. Grantee shall contemporaneously with this Franchise execute an Indemnity Agreement in the form of Exhibit \_\_, which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise. This obligation includes any claims by another franchised cable operator against the City that the terms and conditions of this Franchise are less burdensome than another franchise granted by the city or that this Franchise does not satisfy the requirements of applicable state law(s). Grantee shall additionally indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise. On or before the Effective Date, Grantee shall execute a separate indemnity agreement in a form acceptable to the City, which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise.

This obligation includes any claims by the incumbent cable operator against the City that the terms and conditions of this Franchise are less burdensome than the incumbent's franchise, or that this Franchise does not satisfy the requirements of applicable state law(s).

c. Nothing in this Franchise relieves a Person, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

d. The Grantee shall not be required to indemnify the City for negligence or misconduct on the part of the City or its officers, boards, committees, commissions, elected or appointed officials, employees, volunteers or agents, including any loss or claims.

#### 4. Insurance.

a. As a part of the indemnification provided in Section, but without limiting the foregoing, Grantee shall file with City at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including broadcaster's/cablecaster's liability and contractual liability coverage, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, City officers, elected officials, boards, commissions, agents and employees.

b. The policies of insurance shall be in the sum of not less than \$1,000,000.00 for personal injury or death of any one Person, and \$2,000,000.00 for personal injury or death of two or more Persons in any one occurrence, \$500,000.00 for property damage to any one person and \$2,000,000.00 for property damage resulting from any one act or occurrence.

c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to City.

## SECTION 9. SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

### 1. City's Right to Revoke.

a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that:

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

City may revoke this Franchise without the hearing required by herein if Grantee is adjudged a bankrupt.

### 2. Procedures for Revocation.

a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required herein, City shall provide Grantee with the basis of the revocation.

b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.

d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any person or the public.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof, used exclusively for the provision of cable service, without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof, used exclusively for the provision of cable service, without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.

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

a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System used exclusively for the provision of cable service from all Rights-of-Way and public property within City.

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

#### 5. Sale or Transfer of Franchise.

a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. Upon notice to City, Grantee may undertake legal changes necessary to consolidate the corporate or partnership structures with its affiliates provided there is no change in the controlling interests which could materially alter the financial responsibilities for the Grantee.

b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section. The term controlling interest as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

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

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

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

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

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

e. The Grantee shall reimburse City for all the reasonable legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its subscriber rates.

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

g. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subparagraph (a) or (b) of this Section, City shall have the right to purchase the System for the value of the consideration proposed in such transaction. City's right to purchase shall arise upon City's receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change, or assignment, which Grantee has accepted. Notice of such offer or proposal must be conveyed to City in writing and separate from any general announcement of the transaction.

h. City shall be deemed to have waived its right to purchase the System pursuant to this Section only in the following circumstances:

i. If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 9 hereinabove, its intention to exercise its right of purchase; or

ii. It approves the assignment or sale of the Franchise as provided within this Section.

i. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.

## **SECTION 10. PROTECTION OF INDIVIDUAL RIGHTS**

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and city laws.

2. Subscriber Privacy.

a. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business use or to City for the purpose of Franchise administration, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

c. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this Section.

**SECTION 11. UNAUTHORIZED CONNECTIONS AND  
MODIFICATIONSUNAUTHORIZED CONNECTIONS AND MODIFICATIONS**

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive services of the System without Grantee's authorization.
2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever, except for any rights City may have pursuant to this Franchise or its police powers.
3. Penalty. Any firm, Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

**SECTION 12. MISCELLANEOUS PROVISIONS**

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 4 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Provided, however, nothing herein shall restrict City's exercise of its police powers.

4. Compliance with Federal, State and Local Laws.

a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

5. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

6. Rights Cumulative. All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise

**SECTION 13. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section.

2. Acceptance.

a. Grantee shall accept this Franchise within sixty (60) of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.

c. Grantee shall accept this Franchise in the following manner:

i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City or its designee.

ii. With its acceptance, Grantee shall also deliver any performance bond, letter of credit and insurance certificates required herein that are due but have not previously been delivered.

DATED \_\_\_\_\_

EXHIBIT A

PEG access channels dedicated to Maplewood

14 - Maplewood Access

15 – Maplewood Access

16 - Maplewood Government Access (originates City Hall)

18 - Maplewood Access

19 - Maplewood Access

20 - ISD 622 Educational Access (narrowcast North St. Paul, Maplewood, Oakdale, Lake Elmo)

95 - Maplewood Access

98 - Maplewood Access

801 - Maplewood Access (HD simulcast)

**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: January 25, 2016

	<u>Name - First &amp; Last</u> <i>(please print clearly)</i>	<u>Address</u>	<u>Agenda Item</u>
1.	<u>Mark Bradley S</u>	<u>2164 Woodlawn Ave</u>	<u>V.P.</u>
2.	<u>Bob Zick</u>	<u>NSP</u>	<u>JG</u>
3.	<u> </u>	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>	<u> </u>
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11.	<u> </u>	<u> </u>	<u> </u>
12.	<u> </u>	<u> </u>	<u> </u>
13.	<u> </u>	<u> </u>	<u> </u>
14.	<u> </u>	<u> </u>	<u> </u>
15.	<u> </u>	<u> </u>	<u> </u>