

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, April 29, 2013
City Hall, Council Chambers
Meeting No. 08-13

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

1. *Acknowledgement of Maplewood Residents Serving the Country.*

C. ROLL CALL

Mayor's Address on Protocol:

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

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of April 08, 2013 City Council Workshop Minutes
2. Approval of April 08, 2013 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Presentation By Metropolitan Council Representative – Sandy Rummel
2. Parks System Task Force Appointments
3. Commission Appointments
 - a. Community Design Review Board
 - b. Heritage Preservation Commission
 - c. Human Rights Commission
 - d. Parks & Recreation Commission
 - e. Planning Commission
4. Resolution of Appreciation for Don Christianson – Parks Commission
5. Resolution of Appreciation for Bruce Roman – Parks Commission

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

1. Approval Of Claims
2. Approval of Resolution Directing Modification of Existing Construction Contract, Change Orders with Derau Construction, Police Department Expansion Project – Phase 1
3. Conditional Use Permit Review – Bruentrup Heritage Farm, 2170 County Road D
4. Conditional Use Permit Review – Cottagewood Town House Development, South of Highwood Avenue, East of Dennis Street, West of I-494
5. Conditional Use Permit Review, T-Mobile Cellular Telephone Tower at Harmony Learning Center, 1961 County Road C East

6. Approval of the Submission of a Community Powers Grant for the Proposed Plastic Bottle Waste Reduction Project at the Community Center
7. Resolution Adopting Retiree Health Savings Plan for LELS Police Officer Employees
8. Resolution Approving State of Minnesota Joint Powers Agreements with the City of Maplewood on Behalf of its City Attorney and Police Department
9. Approval for Police Department to Purchase Toughbook Computers
10. Approval of Resolution Reducing Retainage on Existing Construction Contract, Western Hills Area Street Improvements, City Project 10-14
11. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 1, TH 36/English Street Interchange Improvements, City Project 09-08
12. Approval to Enter into Contract for the Installation of Water Services, Rice Street Improvements, Project 11-28
13. Resolution Accepting Donation to the Human Relations Commission from the Wells Fargo Foundation

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

1. Resolution Approving Purchase Agreement with Ramsey County Regional Rail Authority for Sale of Bruce Vento Railroad Right of Way from Beam Avenue to North of Interstate 694

J. NEW BUSINESS

1. Approval of New On-Sale Intoxicating Liquor Manager for Champps of Maplewood
2. 3M Company Environmental Assessment Worksheet—Consideration of a Finding of No Negative Environmental Impact for a Proposed Research and Development Building at 3M Center
3. Approval of Shared Services Joint Powers Agreement with the City of Lake Elmo for Inspection Services
4. Meeting of Economic Development Authority
 - a. Call to Order
 - b. Approval of Agenda
 - c. Approval of Minutes
 1. February 11, 2013
 - d. Old Business
 1. Discussion on Tax Increment Financing District for 3M Research and Development Facility
 - a. Possible Declaration of Intent to Close Meeting (Minn. Stat. §13D.05)
 - e. Adjourn

K. AWARD OF BIDS

1. Approval to Receive Quotes and Award Construction Contract – Police Department Expansion Phase 2
2. East Metro Public Safety Training Center, City Project 09-09
 - a. Resolution Receiving Bids and Awarding of Contract for Burn Equipment Supplier
 - b. Resolution Authorizing Payment to the City of Oakdale for Purchasing Reclaimed Base Material

L. VISITOR PRESENTATIONS

M. ADMINISTRATIVE PRESENTATIONS

N. COUNCIL PRESENTATIONS

1. Annual Performance Evaluation of City Manager James Antonen
 - a. Declaration of Intent to Close Meeting (Minn. Stat. §13D.05)

O. ADJOURNMENT

Sign language interpreters for hearing impaired persons are available for public hearings upon request. The request for this must be made at least 96 hours in advance. Please call the City Clerk's Office at 651.249.2001 to make arrangements. Assisted Listening Devices are also available. Please check with the City Clerk for availability.

RULES OF CIVILITY FOR OUR COMMUNITY

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

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MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:00 P.M. Monday, April 8, 2013
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:02 p.m. by Mayor Rossbach.

B. ROLL CALL

Will Rossbach, Mayor	Present
Robert Cardinal, Councilmember	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Juenemann moved to approve the agenda as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Parks & Recreation Commission and Parks System Task Force Candidate Interviews

The following individuals were interviewed for the Parks and Recreation Commission

1. Nora Slawik
2. Matt Prom

The following individuals were interviewed for the Parks System Task Force

1. Scott Schaler
2. Pete Boulay
3. Jason Lamers
4. Mark Nichols
5. Alysyn Morris
6. Marilyn Anderson

F. ADJOURNMENT

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

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, April 8, 2013
Council Chambers, City Hall
Meeting No. 07-13

Item E2

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:01 p.m. by Mayor Rossbach.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Will Rossbach, Mayor	Present
Robert Cardinal, Councilmember	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present

D. APPROVAL OF AGENDA

The following items were added to the agenda:

M2 Organ Transplantation
M3 City Manager Report

Councilmember Koppen moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of March 25, 2013 City Council Workshop Minutes

Councilmember Juenemann moved to approve the March 25, 2013 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of March 25, 2013 City Council Meeting Minutes

Correct the spelling from Strom to Storm on page 6 of the minutes, agenda item G12.

Councilmember Juenemann moved to approve the March 25, 2013 City Council Meeting Minutes as amended.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Paul Mateyka, Patricia Mateyka and Steven Mateyka Owners of McCarron's Pub and Grill, Introduction to Council

Citizen Services Director/City Clerk Guilfoile introduced the owner's of McCarron's Pub and Grill. The owner's were unable to attend March 25, 2013 council meeting where an on-sale intoxicating liquor license was approved for the establishment with the condition they would be present at the next council meeting.

2. Harriet Tubman Center – Beverly Dusso – Information on Bonding Request for Services to be Provided at Tubman Center

Beverly Dusso, Tubman President gave the report and answered questions of the council.

3. Parks System Task Force Appointments

Councilmember Juenemann moved to approve the Resolution to appoint candidates to the Parks Systems Task Force.

RESOLUTION 13-4-885

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 Parks System Task Force:

- Scott Schaler
- Pete Boulay
- Jason Lamers
- Mark Nichols
- Alysyn Morris
- Marilyn Anderson

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

4. Parks & Recreation Commission Appointments

Councilmember Juenemann moved to approve the Resolution to appoint candidates to the Parks & Recreation Commission.

RESOLUTION 13-4-886

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

Mayor Rossbach moved to approve the Awarded Grants in the amount of \$1,120 and \$1,125 to permit staff to testify at the International Code Council Hearings in Dallas, Texas.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

5. Approval of a Resolution for the Maplewood Heritage Award to Anne Fosburgh

Mayor Rossbach read the Resolution for the 2012 Maplewood Heritage Award to Anne Fosburgh. Mayor Rossbach then read the plaque and presented Ann Fosburgh with the Maplewood Heritage Award.

Councilmember Cardinal moved to approve the Resolution for the 2012 Maplewood Heritage Award to Anne Fosburgh.

RESOLUTION 13-4-888

RESOLUTION FOR THE 2012 MAPLEWOOD HERITAGE AWARD TO ANNE FOSBURGH

WHEREAS, Anne Fosburgh has lived in what is now the City of Maplewood since 1953, worked as a medical secretary for Dr. C. Hensel and was part owner of 20th Century Printing, worked at Gladstone Catering, Virtue printing and Annway Paper Supply; and

WHEREAS, Anne Fosburgh has raised her children in the City of Maplewood and was very active in the PTP at the Gladstone School; and

WHEREAS, Anne Fosburgh was appointed as an Election Judge since 1968 for the City of Maplewood; and

WHEREAS, Anne Fosburgh was a charter member of the Maplewood Area Historical Society from 1997 to present and has been the official photographer and has served as membership chairperson from 1997 to present and has served faithfully in that capacity; and

WHEREAS, the Heritage Preservation Commission has appreciated her experience, insights and good judgment; and

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

WHEREAS, Anne Fosburgh has shown dedication to her duties and has consistently contributed her leadership and effort for the benefit of the City.

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

Passed by the Maplewood City Council on April 8, 2013

Passed by the Maplewood Heritage Preservation Commission on March 14, 2013

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

6. Adoption of Proclamation for Building Safety Month - May 2013

Mayor Rossbach moved to approve the Proclamation for May of 2013, as Building Safety Month.

PROCLAMATION
Building Safety Month — May, 2013

Whereas, the City of Maplewood's continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildfires and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

Whereas, "Building Safety Month: Code Officials Keep You Safe" the theme for Building Safety Month 2013, encourages all Americans to raise awareness of the importance of building safety; green and resilient building; pool, spa and hot tub safety; backyard safety; and new technologies in the construction industry. Building Safety Month 2013 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Will Rossbach, Mayor of the City of Maplewood, do hereby proclaim the month of May 2013 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Adopted April 8th 2013

Seconded by Councilmember Koppen Ayes – All

The motion passed.

7. Approval of Environmental and Natural Resources 2012 Annual Report

Mayor Rossbach moved to approve the Environmental and Natural Resource Commission 2012 Annual Report.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

8. Havencrest Final Plat, Powerline, Inc, 2292 County Road D East

Senior City Planner Ekstrand answered questions of the council.

Councilmember Cave moved to approve the Havencrest Final Plat, located at 2292 County Road D East, subject to the conditions which were applied to the preliminary plat approval.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

9. Approval of Purchase for 2013-2014 Road Salt

Mayor Rossbach moved to approve the purchase of De-Icing Salt under the State Contract in an amount not to exceed \$90,000.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

H. PUBLIC HEARING

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Consideration of Variances to the Wetland and Shoreland Ordinances and Pool Fence Exception Request for the Construction of a Swimming Pool, 660 Eldridge Avenue East

Senior Planner Ekstrand gave the staff report and answered questions of the council. Amanda Schneider, property owner addressed and answered questions of the council. City Attorney

Kantrud answered additional questions of the council.

Councilmember Koppen moved to approve the Resolution Approving a Shoreland Setback Variance from Oehrline's Lake – a Class 4 Public Water; approve the Resolution Approving a Wetland Buffer Variance from the Manage B Wetland adjacent to the lake; and approve the applicant's request for an exception from the city's pool fence requirement to allow the use of a pool cover.

RESOLUTION 13-4-889
SHORELAND SETBACK VARIANCE RESOLUTION

WHEREAS, Amanda and Joseph Schneider applied for a variance from the shoreland protection ordinance.

WHEREAS, this variance applies to property located at 660 Eldridge Avenue. The property identification number for this property is:

17-29-22-12-0059

WHEREAS, Ordinance Section 44-1242 of the Shoreland Overlay District, requires a setback of 75 feet in width adjacent to a Class 4 Public Water.

WHEREAS, the applicant is proposing a setback of 29 feet, requiring a variance of 46 feet, from the Class 4 Public Water.

WHEREAS, the history of this variance is as follows:

1. On March 18, 2013, the environmental and natural resources commission reviewed this variance and recommended approval.
2. On March 19, 2013, the planning commission held a public hearing to review this proposal. City staff published a notice in the paper and sent notices to the surrounding property owners as required by law. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the report and recommendation of the city staff. The planning commission recommended that the city council approve the variance request.
3. The city council held a public meeting on April 8, 2013, to review this proposal. The council considered the report and recommendations of the city staff and planning commission.

NOW, THEREFORE, BE IT RESOLVED that the city council approved the above-described variances based on the following reasons:

- A. Strict enforcement of the ordinance would cause the applicant practical difficulties because complying with the shoreland setback requirement stipulated by the ordinance would prohibit the building of any permanent structures, substantially diminishing the potential of this lot.
- B. Approval of the requested shoreland setback variance would benefit the adjacent lake because the site will be planted with additional buffer plantings.

- C. Approval would meet the spirit and intent of the ordinance since the proposed swimming pool would be built in an area that is already maintained as lawn, which is also allowed by ordinance.
- D. The Minnesota Department of Natural Resources has reviewed the applicant's plans and does not require a permit or have any state statutes that prevent the pool from being built.

Conditions of Approval

Approval of the shoreland setback variance shall be subject to complying with all of the conditions of approval in the Engineering Review report by Jon Jarosch and in Shann Finwall and Virginia Gaynor's Environmental Review.

The Maplewood City Council approved this resolution on April 8, 2013.

RESOLUTION 13-4-890
WETLAND BUFFER VARIANCE RESOLUTION

WHEREAS, Amanda and Joseph Schneider applied for a variance from the wetland protection ordinance.

WHEREAS, this variance applies to property located at 660 Eldridge Avenue. The property identification number for this property is:

17-29-22-12-0059

WHEREAS, Ordinance Section 12-310, the Environmental Protection and Critical Area Ordinance dealing with Wetlands, requires a wetland protection buffer of 50 feet in width adjacent to Manage B wetlands next to lakes.

WHEREAS, the applicant is proposing wetland protection buffers of 29 feet, requiring a variance of 21 feet, from the Manage B wetland.

WHEREAS, the history of this variance is as follows:

1. On March 18, 2013, the environmental and natural resources commission reviewed this variance and recommended approval.
2. On March 19, 2013, the planning commission held a public hearing to review this proposal. City staff published a notice in the paper and sent notices to the surrounding property owners as required by law. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the report and recommendation of the city staff. The planning commission recommended that the city council approve the variance request.
3. The city council held a public meeting on April 8, 2013, to review this proposal. The council considered the report and recommendations of the city staff and planning commission.

NOW, THEREFORE, BE IT RESOLVED that the city council approved the above-described variances based on the following reasons:

- A. Strict enforcement of the ordinance would cause the applicant practical difficulties because complying with the wetland buffer requirement stipulated by the ordinance would prohibit the building of any permanent structures, substantially diminishing the potential of this lot.
- B. Approval of the requested wetland buffer variance would benefit the adjacent wetland because the site will be planted with additional buffer plantings.
- C. Approval would meet the spirit and intent of the ordinance since the proposed swimming pool would be built in an area that is already maintained as lawn, which is also allowed by ordinance.
- D. The Ramsey Washington Metro Watershed District has reviewed the applicant's plans and had no concerns and does not require a permit.

Conditions of Approval

Approval of the wetland buffer variance shall be subject to complying with all of the conditions of approval in the Engineering Review report by Jon Jarosch and in Shann Finwall and Virginia Gaynor's Environmental Review.

The Maplewood City Council approved this resolution on April 8, 2013

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Review of Allied Waste Services' 2012 Annual Report and 2013 Work Plan for City-Wide Residential Trash Collection

Environmental Planner Finwall gave the staff report and answered questions of the council. Rich Herstein from Allied Waste addressed and answered questions of the council.

3. Arkwright-Sunrise Area Street Improvements, City Project 12-09, Resolution Accepting Feasibility Study, Authorizing Preparation of Plans and Specifications and Calling for Public Hearing

Public Works Director/City Engineer Thompson gave the staff report and answered questions of the council. Rich Wilson, Maplewood Resident addressed and asked questions of the council. Assistant City Manager Ahl gave additional information.

Councilmember Juenemann moved to approve the Resolution accepting the Feasibility Report, authorizing the Preparation of Plans and Specifications, and Calling for a Public Hearing for 7:00pm, Monday, May 13, 2013 for the Arkwright-Sunrise Area Street Improvements, City Project 12-09.

RESOLUTION 13-4-891
ACCEPTING FEASIBILITY STUDY, AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS, AND CALLING FOR PUBLIC HEARING

WHEREAS, pursuant to resolutions of the council adopted July 23, 2012, a report has been prepared by the City Engineering Division with reference to the improvement of Arkwright-Sunrise Area Street Improvements, City Project 12-09, and this report was received by the council on April 8, 2013, and

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost-effective, and feasible,

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

1. The City Council will consider the Arkwright-Sunrise Area Street Improvements, City Project 12-09 in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$4,996,000.
2. The City's Engineer or his designee is the designated engineer for this improvement and is hereby directed to prepare final plans and specifications for the making of said improvement.
3. The finance director is hereby authorized to make the financial transfers necessary for the preparation of plans and specifications. A proposed budget of \$4,996,000 shall be established. The proposed financing plan is as follows:

FEASIBILITY ESTIMATED PROJECT COST RECOVERY	
FUNDING SOURCE	FEASIBILITY ESTIMATE
G.O. IMPROVEMENT BONDS	\$2,529,000
RAMSEY COUNTY (SIDEWALKS)	\$176,000
SANITARY SEWER FUND	\$279,000
I & I GRANT	\$39,000
ENVIRONMENTAL UTILITY FUND	\$460,000
SPECIAL BENEFIT ASSESSMENT	\$697,000
ST. PAUL WATER	\$480,000
W.A.C. FUND	\$58,000
CITY OF LITTLE CANADA	\$243,000
DRIVEWAY REPLACEMENT PROGRAM	\$35,000
TOTAL FUNDING	\$4,996,000

4. A public hearing shall be held on such proposed improvement on the 13th day of May, 2013 in the council chambers of city hall at 7:00 p.m., and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Approved this 8th day of April, 2013

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

4. Consideration of Community Comment Policy to Replace Listening Forum

Assistant City Manager Ahl gave the staff report.

Councilmember Cave moved to have Visitor Presentation added at the beginning of the agenda with the stipulation that speakers sign-up beforehand including the topic that they would be speaking on and also impose a five minute time limit.

Seconded by Councilmember Cardinal

Councilmember Koppen made a amendment to the motion to have Visitor Presentation at the end of the agenda.

Ayes – Mayor Rossbach, Council Members
Cardinal and Koppen
Nays – Council Members Cave and
Juenemann

The motion to amend the motion passed.

The Mayor called the question on the original motion.

Ayes – Council Members, Cave, Cardinal
and Koppen
Nays – Mayor Rossbach, Council Member
Juenemann

The following person spoke:

1. Bob Zick

5. Adoption of Resolution Supporting Street Improvement District Legislation

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

Councilmember Koppen moved to approve the Resolution Supporting Legislation Authorizing the Establishment of Municipal Street Improvement Districts.

RESOLUTION 13-4-892 SUPPORTING LEGISLATION AUTHORIZING THE ESTABLISHMENT OF MUNICIPAL STREET IMPROVEMENT DISTRICTS

WHEREAS, Minnesota contains over 135,000 miles of roadway, and over 19,000 miles— or 14 percent--are owned and maintained by Minnesota's 853 cities; and

WHEREAS, 84 percent of municipal streets are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

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

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

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

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

WHEREAS, for every one dollar spent on maintenance, a road authority saves seven dollars in repairs; and

WHEREAS, the Council of the City of Maplewood finds it is difficult to develop adequate funding systems to support the City's needed street improvement and maintenance programs while complying with existing State statutes; and

WHEREAS, cities need flexible policies and greater resources in order to meet growing demands for municipal street improvements and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MAPLEWOOD supports enabling legislation that would authorize cities to establish street improvement districts to fund municipal street maintenance, construction and reconstruction.

ADOPTED by the Maplewood City Council this 8th day of April in 2013.

Seconded by Councilmember Juenemann Ayes – Mayor Rossbach, Council Members Cardinal, Juenemann and Koppen
Nays – Councilmember Cave

The motion passed.

K. AWARD OF BIDS

1. Authorization to Consider Receiving Quotes and Awarding Construction Contract – Police Department Expansion Phase 1A

Assistant City Manager Ahl gave the staff report.

Councilmember Cardinal moved to Award the Low Bid of \$165,000 for Police Department Expansion Phase 1A to Weber, Inc.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

L. ADMINISTRATIVE PRESENTATIONS

1. Cancellation of Council-Manager Workshop for May 6, 2013

Councilmember Cardinal moved to cancel the Council-Manager Workshop on May 6, 2013.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Cancellation of the May 27, 2013 City Council Meeting Due to Memorial Day Holiday

Councilmember Cardinal moved to cancel the May 27, 2013 City Council Meeting and not reschedule the meeting.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

M. COUNCIL PRESENTATIONS

1. Annual Performance Evaluation of City Manager James Antonen
a. Declaration of Intent to Close Meeting (Minn. Stat. §13D.05)

The Performance Evaluation of City Manager James Antonen was delayed until the April 29, 2013 City Council Meeting.

2. Organ Transplant

Councilmember Juenemann informed residents that April is organ transplant month. She encouraged citizens to take the steps to become organ donors.

3. City Manager Evaluation

The council discussed the annual performance evaluation for James Antonen and the process for conducting the evaluation at the April 29, 2013 council meeting.

4. Community Meeting Open House

Councilmember Juenemann reminded residents that there is a Community Meeting Open House on Thursday, April 25th from 3:00 p.m. to 7:00 p.m. at the White Bear Lake Community Center located at 2460 County Road F East in White Bear Lake.

5. Spring Clean-Up

Councilmember Cardinal reminded residents that the annual City-Wide Clean-Up is scheduled for Saturday, April 20th from 8:00 a.m. to 1:00 p.m. at Aldrich Arena on 1850 White Bear Avenue.

N. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 9:50 p.m.

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
DATE: April 20, 2013
SUBJECT: Presentation: Sandy Rummel, Metropolitan Council Representative

INTRODUCTION/SUMMARY

Sandy Rummel currently serves as the representative for the regional area covering Maplewood on the Metropolitan Council. Ms. Rummel will be present at the Presentation portion of the agenda to review current Metropolitan Council issues as they relate to Maplewood.

RECOMMENDATION

No Action Recommended.

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant
DATE: April 23, 2013
SUBJECT: **Parks System Task Force Appointments**

INTRODUCTION/SUMMARY

The Parks Systems Task Force is a new task force that will be charged with the development of a comprehensive master plan for the City's parks, trails, and preserves that looks out over the next 20 years. One of Maplewood City Council's goals for 2012 thru 2014 is to develop a comprehensive master plan for Maplewood's parks system. The task force will be centrally involved in the creation of a Parks System Plan that will be founded on a process of resident and stakeholder engagement. The task force will include residents of the City, business representatives, commission members, staff and other stakeholders.

The Council appointed 6 candidates during the April 8th meeting. Three additional candidates were interviewed during the workshop prior to this meeting.

RECOMMENDATION

Staff recommends the City Council approve the attached resolution to appoint candidates to the Parks System Task Force

Attachments:

1. Resolution for Appointment

RESOLUTION NO. _____

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 Parks System Task Force:

- Nicole Villavicencio
- Margaret Behrens
- Don Christianson

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant
DATE: April 23, 2013
SUBJECT: **Commission Appointments**
 a. Community Design Review Board
 b. Heritage Preservation Commission
 c. Human Rights Commission
 d. Parks & Recreation Commission
 e. Planning Commission

INTRODUCTION/SUMMARY

The City Council will be conducting interviews of candidates for the Parks Systems Task Force and various commissions. There are eight openings within the commissions. The Community Design Review Board has one opening; The Heritage Preservation Commission has three openings; The Parks & Recreation Commission has one opening; The Human Rights Commission has one opening; and the Planning Commission has 1 opening. These openings are due to terms expiring and resignations. The City has advertised and accepted applications from interested individuals. The City Council then interviewed the candidates for these commissions and filled out ballots during the Workshop prior to this meeting, which staff has tallied.

RECOMMENDATION

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

Community Design Review Board

- _____, term expires April 30, 2016

Heritage Preservation Commission

- Richard Currie, term expires April 30, 2016

Human Rights Commission

- _____, term expires May 1, 2016
- _____, term expires May 1, 2016

Parks & Recreation Commission

- _____, term expires April 30, 2016

Planning Commission

- _____, term expires December 31, 2015

Attachments:

1. Resolution for Appointment

RESOLUTION NO. _____

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:

Community Design Review Board

- _____, term expires April 30, 2016

Heritage Preservation Commission

- Richard Currie, term expires April 30, 2016

Human Rights Commission

- _____, term expires May 1, 2016
- _____, term expires May 1, 2016

Parks & Recreation Commission

- _____, term expires April 30, 2016

Planning Commission

- _____, term expires December 31, 2015

MEMORANDUM

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
Jim Taylor, Parks Manager
SUBJECT: **Resolution of Appreciation for Don Christianson**
DATE: April 22, 2013

INTRODUCTION

Don Christianson has decided not to seek re-appointment as a member of the Parks and Recreation Commission. Mr. Christianson has served the City on the PRC since January 1, 1977 and has been a valuable asset to the Commission and the City as a whole. During his 36 year tenure on the Commission Mr. Christianson has played an integral in how our Parks System was developed. Although Don will no longer be on the Commission, he has agreed to serve on the Parks System Plan Task Force and will bring a great deal of knowledge to that group.

RECOMMENDATION

Accept the attached resolution of appreciation for Commissioner Christianson.

Attachment 1 – Resolution of Appreciation for Don Christianson

RESOLUTION OF APPRECIATION

WHEREAS, Don Christianson has been a member of the Maplewood Parks and Recreation Commission since January 1, 1977 and has served faithfully in that capacity; and

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

WHEREAS, the membership of the commission has appreciated the experience, insights and good judgment Don has provided over these many years; and

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

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

***Passed by the Maplewood
City Council on _____, 2013***

Will Rossbach, Mayor

Attest:

Karen Guilfoile, City Clerk

MEMORANDUM

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
Jim Taylor, Parks Manager
SUBJECT: **Resolution of Appreciation for Bruce Roman**
DATE: April 22, 2013

INTRODUCTION

Bruce Roman has decided not to seek re-appointment as a member of the Parks and Recreation Commission. Bruce has served the City on the PRC since February 27, 2006 and has been a valuable asset to the Commission and the City as a whole. During his tenure on the Commission Bruce served as Chair for several of those years.

RECOMMENDATION

Accept the attached resolution of appreciation for Commissioner Roman.

Attachment 1 – Resolution of Appreciation for Bruce Roman

RESOLUTION OF APPRECIATION

WHEREAS, Bruce Roman has been a member of the Maplewood Parks and Recreation Commission since February 27, 2006 and has served faithfully in that capacity; and

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

WHEREAS, the membership of the commission has appreciated the experience, insights and good judgment Bruce has provided over these many years; and

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

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

***Passed by the Maplewood
City Council on _____, 2013***

Will Rossbach, Mayor

Attest:

Karen Guilfoile, City Clerk

AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: April 19, 2013

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:

\$ 876,762.93	Checks # 89653 thru # 89685 dated 04/04/13 thru 04/09/13
\$ 1,695,851.64	Disbursements via debits to checking account dated 04/01/13 thru 04/05/13
\$ 332,458.06	Checks # 89686 thru # 89739 dated 04/16/13
\$ 272,782.50	Disbursements via debits to checking account dated 04/08/13 thru 04/12/13
\$ 236,919.64	Checks # 89745 thru # 89790 dated 04/19/13 thru 04/23/13
\$ 396,644.84	Disbursements via debits to checking account dated 04/15/13 thru 04/19/13
<u>\$ 3,811,419.61</u>	Total Accounts Payable

PAYROLL

\$ 512,800.28	Payroll Checks and Direct Deposits dated 04/12/13
\$ 974.82	Payroll Deduction check # 9989280 thru # 9989282 dated 04/12/13
<u>\$ 513,775.10</u>	Total Payroll

\$ 4,325,194.71 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.

as
 attachments

**Check Register
City of Maplewood**

04/05/2013

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
89653	04/04/2013	02464	US BANK	FUNDS FOR ATMS	10,000.00
89654	04/09/2013	05114	BOLTON & MENK, INC.	PROJ 12-13 PROF SRVS THRU 03/01	5,389.33
89655	04/09/2013	00216	BRIGGS & MORGAN, P.A.	TIF 1-12 LEGAL WORK	12,250.00
89656	04/09/2013	00240	C S C CREDIT SERVICES	APPLICANT BACKGROUND CHECKS	50.00
89657	04/09/2013	00985	METROPOLITAN COUNCIL	WASTEWATER - APRIL	217,290.63
89658	04/09/2013	01202	NYSTROM PUBLISHING CO INC	MONTHLY/SEASON INSERT - MARCH	10,463.35
89659	04/09/2013	04265	MARIA PIRELA	ZUMBA INSTRUCTION - MARCH	171.00
89660	04/09/2013	01409	S E H	PROJ 09-09 CONSULTING SERVICES	59,638.28
	04/09/2013	01409	S E H	PROJ 09-08 CONSULTING SERVICES	1,214.79
	04/09/2013	01409	S E H	PROJ 04-21 CONSULTING SERVICES	718.74
89661	04/09/2013	01574	T A SCHIFSKY & SONS, INC	PROJ 11-14 BARTELMY-MEYER PMT#10	314,111.18
89662	04/09/2013	04845	TENNIS SANITATION LLC	RECYCLING FEE - MARCH	27,151.25
89663	04/09/2013	04192	TRANS-MEDIC	EMS BILLING - MARCH	3,804.76
89664	04/09/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	15,764.02
	04/09/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	97.93
	04/09/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	14.66
89665	04/09/2013	04848	AVESIS	MONTHLY PREMIUM - APRIL	240.67
89666	04/09/2013	04549	JAN ALICE CAMPBELL	ZUMBA INSTRUCTION - MARCH	169.50
89667	04/09/2013	00451	EGAN COMPANIES INC	REPAIR HEATING UNIT STATION 2	779.44
89668	04/09/2013	02567	EVERGREEN LAND SERVICES	PROJ 09-08 ACQUISITION SERVICES	169.78
89669	04/09/2013	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - APRIL	366.84
89670	04/09/2013	00644	HEALTHPARTNERS	MONTHLY PREMIUM - APRIL	12,197.14
89671	04/09/2013	00827	L M C I T	CLAIM DEDUCTIBLE C0017066	1,334.79
89672	04/09/2013	03818	MEDICA	MONTHLY PREMIUM - APRIL	155,040.80
89673	04/09/2013	01085	MN LIFE INSURANCE	MONTHLY PREMIUM - APRIL	3,051.10
89674	04/09/2013	02603	GARY MULCAHY	ESCROW RELEASE	965.57
89675	04/09/2013	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - APRIL	496.00
89676	04/09/2013	03961	NORTH METRO ELECTRIC	WORK ON STATION 1 & 2	3,660.07
	04/09/2013	03961	NORTH METRO ELECTRIC	WORK ON STATION 1 & 2	995.58
89677	04/09/2013	00001	ONE TIME VENDOR	REFUND THOMPSON HP BENEFIT	40.00
89678	04/09/2013	04272	PARAGON SOLUTIONS GROUP, INC.	3 YR SOFTWARE SUPPORT RENEWAL	5,241.75
89679	04/09/2013	01409	S E H	YEARLY SRVS FEE PERMITRACK MS4	1,330.00
89680	04/09/2013	00006	SILVER SNEAKERS	REFUND WEBER BCBS BENEFIT	160.00
89681	04/09/2013	01511	ST PAUL POLICE DEPT - PDI	TRAINING (LU & MARINO)	200.00
89682	04/09/2013	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	1,676.31
89683	04/09/2013	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - MARCH	3,063.60
89684	04/09/2013	05199	SWANEE'S MUSIC INC.	CONCERT MCC APRIL 13	2,000.00
89685	04/09/2013	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - APRIL	3,092.98
	04/09/2013	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - APRIL	2,361.09
				876,762.93	

33 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>
4/1/2013	MN State Treasurer	Drivers License/Deputy Registrar	48,526.63
4/1/2013	US Bank Merchant Services	Credit Card Billing fee	4,129.12
4/1/2013	US Bank	Debt Service payments	1,228,325.01
4/1/2013	U.S. Treasurer	Federal Payroll Tax	112,880.85
4/1/2013	P.E.R.A.	P.E.R.A.	93,649.19
4/2/2013	MN State Treasurer	Drivers License/Deputy Registrar	44,844.37
4/2/2013	Pitney Bowes	Postage	2,985.00
4/2/2013	MidAmerica - ING	HRA Flex plan	14,108.07
4/2/2013	Labor Unions	Union Dues	5,267.12
4/3/2013	MN State Treasurer	Drivers License/Deputy Registrar	50,377.86
4/3/2013	MN State Treasurer	State Payroll Tax	23,650.18
4/4/2013	MN State Treasurer	Drivers License/Deputy Registrar	25,357.16
4/5/2013	MN State Treasurer	Drivers License/Deputy Registrar	38,362.40
4/5/2013	MN Dept of Natural Resources	DNR electronic licenses	985.00
4/5/2013	Optum Health	DCRP & Flex plan payments	2,403.68
	TOTAL		1,695,851.64

**Check Register
City of Maplewood**

04/12/2013

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
89686	04/16/2013	00111	ANIMAL CONTROL SERVICES	PATROL HOURS 3-25 THRU 4-7	1,400.00
89687	04/16/2013	00241	CSI SOFTWARE	MEMBER KEY TAGS	1,145.00
89688	04/16/2013	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES - MARCH	88.00
89689	04/16/2013	00526	FOREST LAKE CONTRACTING INC	PROJ 09-08 HWY 36/ENGLISH PMT#1	235,610.77
89690	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 12-14 PROF SRVS THRU 2/28	15,372.67
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 0908 PROF SRVS THRU 12/31/12	11,176.35
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 04-21 PROF SRVS THRU 12/30/12	10,804.03
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 11-14 PROF SRVS THRU 12/30/12	9,420.40
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 1/31	5,470.92
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 04-21 PROF SRVS THRU 1/31	5,148.95
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 2/28	4,677.25
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 11-14 PROF SRVS THRU 2/28	4,493.06
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 10-12 PROF SRVS THRU 1/31	3,089.89
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 12-14 PROF SRVS THRU 1/31	2,276.35
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 08-13 PROF SRVS THRU 1/31	1,452.20
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 04-21 PROF SRVS THRU 2/28	1,315.73
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 10-12 PROF SRVS THRU 12/30/12	1,062.65
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 08-13 PROF SRVS THRU 2/28	987.13
	04/16/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 11/30/12	-62,773.12
89691	04/16/2013	00393	DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - MARCH 16489123035	1,284.77
89692	04/16/2013	01941	PATRICK TROPHIES	YOUTH BASKETBALL AWARDS	2,080.86
89693	04/16/2013	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICE - MARCH	28,851.06
	04/16/2013	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - MARCH	458.64
	04/16/2013	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - MARCH	414.96
89694	04/16/2013	01546	SUBURBAN SPORTSWEAR	SHIRTS FOR FLOOR HOCKEY	660.00
89695	04/16/2013	04528	SARA M. R. THOMPSON	ZUMBA INSTRUCTION	230.00
89696	04/16/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	1,078.70
	04/16/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	19.79
89697	04/15/2013	03738	CHARLES E. BETHEL	ATTORNEY SRVS FEES/RENT - MAY	6,625.00
89698	04/16/2013	03744	ANTHONY BARILLA, JR	REFS 2ND HALF VOLLEYBALL THRU 3/29	250.00
89699	04/16/2013	04419	LOUISE A. BEAMAN	REFS 2ND HALF VOLLEYBALL THRU 3/29	350.00
89700	04/16/2013	01869	DALE BOETTCHER	REFS 2ND HALF VOLLEYBALL THRU 3/29	300.00
89701	04/16/2013	01865	DON BOWMAN	VOLLEYBALL ASSIGNMENTS THRU 3/29	672.00
89702	04/16/2013	05196	GABRIEL H CLENDENEN	SOCCER CLINIC INSTRUCTION	429.60
89703	04/16/2013	00348	CRYSTEEL TRUCK EQUIP INC	BOSS 9' 2" POWER - V PLOW-	6,150.39
89704	04/16/2013	03658	CHARLES DEAVER	REIMB FOR MILEAGE 1/3 - 3/27	47.74
89705	04/16/2013	00420	DOWNTOWNER DETAIL CENTER	VEHICLE CLEANING & DETAILING	181.68
89706	04/16/2013	00472	MICHAEL A ERICSON	CONSULTING FEES 3/25 - 4/5	1,250.00
89707	04/16/2013	00003	ESCROW REFUND	ESCROW RELEASE 3M LEADERSHIP DEV	3,439.87
89708	04/16/2013	03725	FINANCE AND COMMERCE, INC.	PROJ 09-09 PUB OF AD FOR BID	114.10
89709	04/16/2013	03988	JODI HALWEG	REIMB FOR TUITION & BOOKS	512.42
89710	04/16/2013	04846	HEALTHEAST	MEDICAL SUPPLIES	573.10
89711	04/16/2013	05055	HEALTHEAST VEHICLE SERVICES	TABLET POWER SUPPLY	830.75
89712	04/16/2013	03538	PATRICK JAMES HUBBARD	REFS 2ND HALF VOLLEYBALL THRU 3/29	825.00
89713	04/16/2013	01605	IFP TEST SERVICES INC	NEW HIRE PSYCHOLOGICAL EVAL	475.00
89714	04/16/2013	00749	DAVID JAHN	REIMB FOR WORK BOOTS 4/2	140.00
89715	04/16/2013	05119	CHRISTY JOHNSON	REFS 2ND HALF VOLLEYBALL THRU 3/29	125.00
89716	04/16/2013	04950	JERRY JOHNSON	REFS 2ND HALF VOLLEYBALL THRU 3/29	75.00
89717	04/16/2013	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#9	4,344.07
89718	04/16/2013	05156	KETTLER CONSTRUCTION INC.	ESCROW RELEASE 379 SOPHIA	1,500.00
89719	04/16/2013	04329	LITTLE FALLS MACHINE, INC.	REPLACEMENT PARTS FOR PLOW #53	7,288.07
89720	04/16/2013	04420	ROBIN MCNULTY	REFS 2ND HALF VOLLEYBALL THRU 3/29	300.00
89721	04/16/2013	05200	MN VOLLEYBALL HEADQUARTERS	INSTRUCTION FOR V-BALL CLINIC	1,350.00
89722	04/16/2013	00001	ONE TIME VENDOR	REFUND A HUCKEODY SOCCER CLINIC	17.67

89723	04/16/2013	01863	ROGER PACKER	REFS 2ND HALF VOLLEYBALL THRU 3/29	750.00
89724	04/16/2013	05153	PENGUIN MANAGEMENT, INC.	VOICE NOTIFICATION - PAGING	774.00
89725	04/16/2013	04019	DICK PETERSON	CHARITABLE GAMBLING - FLOWER FUND	320.00
89726	04/16/2013	01295	PREMIER BANK	SAFE DEPOSIT BOX RENTAL 00424	125.00
89727	04/16/2013	00396	MN DEPT OF PUBLIC SAFETY	TRAINING (REZNY)	100.00
	04/16/2013	00396	MN DEPT OF PUBLIC SAFETY	TRAINING (FRITZE)	25.00
89728	04/16/2013	02008	RAMSEY COUNTY PUBLIC WORKS	SALT BRINE	41.93
89729	04/16/2013	04054	STEVEN REED	DJ - SCHOOL DANCE AT CARVER 3/8	200.00
	04/16/2013	04054	STEVEN REED	DJ - MCC 3/29	200.00
89730	04/16/2013	01359	REGAL AUTO WASH BILLING	CAR WASHES - MARCH	104.00
	04/16/2013	01359	REGAL AUTO WASH BILLING	CAR WASHES - FEB	84.00
89731	04/16/2013	04432	EUGENE E. RICHARDSON	REFS 2ND HALF VOLLEYBALL THRU 3/29	400.00
89732	04/16/2013	02663	CARL SAARION	REFS 2ND HALF VOLLEYBALL THRU 3/29	200.00
89733	04/16/2013	05120	RICH SCHELL	REFS 2ND HALF VOLLEYBALL THRU 3/29	300.00
89734	04/16/2013	00006	SILVER SNEAKERS	REFUND P PALLMEYER MEMBERSHIP	230.32
89735	04/16/2013	05157	JAY & CHERYL STUTSMAN	PARCEL #24 ADDITIONAL EASEMENT	350.00
89736	04/16/2013	05201	KARI TAURING	EVENT SPEAKER	100.00
89737	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	294.44
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	154.97
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	154.97
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	149.63
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	149.62
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	119.70
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	112.22
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	106.88
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	74.81
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	74.81
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	74.81
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	74.81
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	74.81
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	74.81
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	74.81
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	74.81
	04/16/2013	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	74.81
89738	04/16/2013	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - MARCH	325.00
89739	04/16/2013	04577	SANDRA JEAN WEBER	REFS 2ND HALF VOLLEYBALL THRU 3/29	300.00

332,458.06

54 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>
4/8/2013	MN State Treasurer	Drivers License/Deputy Registrar	29,952.97
4/8/2013	MN Dept of Revenue	Fuel Tax	(662.52)
4/9/2013	MN State Treasurer	Drivers License/Deputy Registrar	60,981.40
4/10/2013	MN State Treasurer	Drivers License/Deputy Registrar	35,817.39
4/11/2013	MN State Treasurer	Drivers License/Deputy Registrar	34,960.11
4/12/2013	MN State Treasurer	Drivers License/Deputy Registrar	35,154.03
4/12/2013	MN Dept of Natural Resources	DNR electronic licenses	1,037.50
4/12/2013	US Bank VISA One Card*	Purchasing card items	38,831.07
4/12/2013	Optum Health	DCRP & Flex plan payments	2,893.15
4/12/2013	ICMA (Vantagepointe)	Deferred Compensation	3,973.65
4/12/2013	ING - State Plan	Deferred Compensation	29,843.75
	TOTAL		272,782.50

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
03/25/2013	03/26/2013	GTS EDUCATIONAL EVE	\$225.00	JAMES ANTONEN
03/27/2013	03/28/2013	CPS INC-DARECATALOUGE.COM	\$229.50	LONN BAKKE
04/04/2013	04/05/2013	PARTY CITY #768	\$34.24	LONN BAKKE
03/22/2013	03/25/2013	PERFORATEDPAPERCOM	\$78.39	REGAN BEGGS
04/02/2013	04/04/2013	PAPER PLUS-ROS00108803	\$163.35	REGAN BEGGS
03/28/2013	04/01/2013	SPRINT STORE #226	\$42.84	CHAD BERGO
03/29/2013	04/01/2013	BESTBUY.COM 00009944	\$232.43	CHAD BERGO
03/29/2013	04/01/2013	BESTBUYMKTPLACE	\$22.21	CHAD BERGO
04/01/2013	04/03/2013	WEDDINGPAGES INC	\$311.16	CHRISTINE BERNARDY
03/22/2013	03/25/2013	SEED SAVERS EXCHANGE INC.	\$17.59	OAKLEY BIESANZ
03/29/2013	04/01/2013	ACORN NATURALISTS-INTE	\$143.00	OAKLEY BIESANZ
03/26/2013	03/27/2013	KOHL'S #0052	\$26.00	JOHN BOHL
03/27/2013	03/28/2013	JCPENNEY 2864	\$50.00	JOHN BOHL
03/28/2013	04/01/2013	THE MENS WEARHOUSE #4111	\$94.50	JOHN BOHL
04/01/2013	04/02/2013	JCPENNEY 2864	\$25.00	JOHN BOHL
04/03/2013	04/04/2013	USPS 26833800033400730	\$11.06	RON BOURQUIN
03/29/2013	04/01/2013	WAL-MART #5089	\$10.71	NEIL BRENEMAN
04/03/2013	04/05/2013	WAL-MART #5089	\$24.00	NEIL BRENEMAN
04/03/2013	04/05/2013	MICHAELS #2744	\$51.42	NEIL BRENEMAN
03/25/2013	03/27/2013	TGI FRIDAY'S #0472	\$105.52	SARAH BURLINGAME
03/27/2013	03/28/2013	SFI*PHOTOSBYSHUTTERFLY	\$4.06	SARAH BURLINGAME
03/30/2013	04/01/2013	CURTIS 1000 INC.	\$316.60	SARAH BURLINGAME
04/04/2013	04/05/2013	FIRST SHRED	\$79.50	SARAH BURLINGAME
03/25/2013	03/27/2013	BROWNELLS INC	\$122.31	DAN BUSACK
03/25/2013	03/27/2013	BROWNELLS INC	\$302.19	DAN BUSACK
03/25/2013	03/26/2013	CROSSBREED HOLSTERS	\$93.70	DANIEL BUSACK
03/26/2013	03/28/2013	SCOTTSDALE GUN CLUB	\$400.00	DANIEL BUSACK
04/02/2013	04/03/2013	PAYPAL *JACKSONLW	\$80.00	DANIEL BUSACK
03/30/2013	04/01/2013	NAPA STORE 3279016	\$17.13	JOHN CAPISTRANT
04/04/2013	04/05/2013	MENARDS 3022	\$141.09	JOHN CAPISTRANT
04/02/2013	04/04/2013	UNIFORMS UNLIMITED INC.	\$47.13	JOHN CARNES
03/22/2013	03/25/2013	VIKING ELECTRIC-CREDIT DE	(\$147.97)	SCOTT CHRISTENSON
03/22/2013	03/25/2013	SUBURBAN SPORTSWEAR	\$137.14	SCOTT CHRISTENSON
03/22/2013	03/25/2013	HENRIKSEN ACE HARDWARE	\$47.09	SCOTT CHRISTENSON
03/25/2013	03/27/2013	THE HOME DEPOT 2801	\$9.63	SCOTT CHRISTENSON
04/01/2013	04/02/2013	MINNESOTA AIR OAKDALE	\$112.39	SCOTT CHRISTENSON
04/01/2013	04/03/2013	THE HOME DEPOT 2801	\$20.23	SCOTT CHRISTENSON
04/03/2013	04/04/2013	HOKYSWEEPERS.COM	\$30.73	CHARLES DEAVER
04/02/2013	04/04/2013	ORION SYSTEMS	\$150.00	RICHARD DOBLAR
03/22/2013	03/25/2013	WW GRAINGER	\$45.98	TOM DOUGLASS
03/25/2013	03/26/2013	STATE SUPPLY	\$608.25	TOM DOUGLASS
03/27/2013	03/28/2013	BDI*BEARING DISTRIBUTR	\$61.31	TOM DOUGLASS
03/27/2013	03/28/2013	WW GRAINGER	\$35.34	TOM DOUGLASS
03/27/2013	03/28/2013	KULLY SUPPLY	\$517.85	TOM DOUGLASS
03/27/2013	03/29/2013	THE HOME DEPOT 2801	\$53.44	TOM DOUGLASS
03/28/2013	04/01/2013	THE HOME DEPOT 2801	\$7.37	TOM DOUGLASS
03/29/2013	04/01/2013	THE HOME DEPOT 2801	\$44.39	TOM DOUGLASS
04/03/2013	04/04/2013	NUCO2 01 OF 01	\$288.85	TOM DOUGLASS
04/03/2013	04/04/2013	NUCO2 01 OF 01	\$30.59	TOM DOUGLASS
04/03/2013	04/04/2013	NUCO2 01 OF 01	\$633.96	TOM DOUGLASS
04/03/2013	04/04/2013	NUCO2 01 OF 01	\$246.06	TOM DOUGLASS
04/03/2013	04/04/2013	NUCO2 01 OF 01	\$241.51	TOM DOUGLASS
04/03/2013	04/04/2013	NUCO2 01 OF 01	\$88.57	TOM DOUGLASS
04/03/2013	04/04/2013	NUCO2 01 OF 01	\$13.89	TOM DOUGLASS
04/03/2013	04/04/2013	NUCO2 01 OF 01	\$280.56	TOM DOUGLASS
04/03/2013	04/04/2013	THERMO DYNE INC	\$1,489.49	TOM DOUGLASS
03/21/2013	03/25/2013	THE HOME DEPOT 2801	\$12.66	MICHAEL DUGAS
03/25/2013	03/27/2013	STREICHER'S MO	\$71.58	MICHAEL DUGAS
03/27/2013	03/29/2013	SEARS ROEBUCK 1122	\$12.84	DOUG EDGE

03/22/2013	03/25/2013	SAFETYDEPOT COM	\$125.22	ANDREW ENGSTROM
03/21/2013	03/25/2013	WM EZPAY	\$340.00	LARRY FARR
03/23/2013	03/25/2013	THE HOME DEPOT 2801	\$31.15	LARRY FARR
03/25/2013	03/26/2013	MENARDS 3022	\$188.23	LARRY FARR
03/25/2013	03/27/2013	OFFICE MAX	\$62.95	LARRY FARR
03/25/2013	03/27/2013	THE HOME DEPOT 2810	\$168.90	LARRY FARR
03/26/2013	03/27/2013	KOHL'S #0055	\$169.95	LARRY FARR
03/27/2013	03/28/2013	CINTAS #470	\$287.10	LARRY FARR
03/28/2013	04/01/2013	THE TRANE COMPANY	\$768.54	LARRY FARR
04/01/2013	04/02/2013	ELECTRO WATCHMAN INC	\$833.63	LARRY FARR
04/03/2013	04/04/2013	CINTAS #470	\$287.10	LARRY FARR
04/04/2013	04/05/2013	CINTAS #470	\$89.20	LARRY FARR
03/24/2013	03/25/2013	COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
03/21/2013	03/25/2013	VERIZON WRLS M3087-01	\$428.49	NICK FRANZEN
03/23/2013	03/25/2013	IDU*INSIGHT PUBLIC SEC	\$32.73	NICK FRANZEN
03/23/2013	03/25/2013	IDU*INSIGHT PUBLIC SEC	\$42.42	NICK FRANZEN
03/24/2013	03/25/2013	HP SERVICES	\$31.96	NICK FRANZEN
03/26/2013	03/27/2013	IDU*INSIGHT PUBLIC SEC	(\$268.09)	NICK FRANZEN
03/27/2013	03/28/2013	MICROSOFT TECH SUPPORT	\$259.00	NICK FRANZEN
03/28/2013	04/01/2013	INFOGREFFE CB	\$8.12	NICK FRANZEN
03/28/2013	04/01/2013	MERCOEUR NUMERIQ8397117	\$2,881.67	NICK FRANZEN
03/29/2013	04/03/2013	INFOGREFFE CB	\$8.15	NICK FRANZEN
03/31/2013	04/01/2013	INFOGREFFE CB	\$8.12	NICK FRANZEN
04/01/2013	04/01/2013	INFOGREFFE CB	\$8.12	NICK FRANZEN
04/01/2013	04/02/2013	CDW GOVERNMENT	\$1,078.60	NICK FRANZEN
03/30/2013	04/02/2013	UNIFORMS UNLIMITED INC.	\$366.74	ANTHONY GABRIEL
03/27/2013	03/28/2013	FIVE GUYS--MN # 02	\$12.76	CLARENCE GERVAIS
03/29/2013	04/01/2013	HOLIDAY INNS	\$213.40	CLARENCE GERVAIS
03/25/2013	03/27/2013	OFFICE MAX	\$50.34	KAREN GUILFOILE
04/02/2013	04/03/2013	HENRIKSEN ACE HARDWARE	\$12.83	TAMARA HAYS
03/30/2013	04/01/2013	STREICHER'S MPLS	\$102.89	STEVEN HIEBERT
03/30/2013	04/02/2013	UNIFORMS UNLIMITED INC.	\$33.65	STEVEN HIEBERT
03/27/2013	03/28/2013	HENRIKSEN ACE HARDWARE	\$99.58	GARY HINNENKAMP
03/28/2013	03/29/2013	SPRINT AQUATICS	\$133.88	RON HORWATH
03/25/2013	03/26/2013	DALCO ENTERPRISES, INC	\$328.66	DAVID JAHN
04/01/2013	04/02/2013	TARGET 00011858	\$27.83	DAVID JAHN
03/25/2013	03/27/2013	RED WING SHOE STORE	\$191.24	DON JONES
03/23/2013	03/25/2013	COMCAST CABLE COMM	\$248.37	DUWAYNE KONEWKO
03/25/2013	03/26/2013	SUCCESS MEDIA	\$29.99	DUWAYNE KONEWKO
03/25/2013	03/26/2013	MENARDS 3059	\$19.92	NICHOLAS KREKELER
03/25/2013	03/26/2013	MENARDS 3059	\$19.76	NICHOLAS KREKELER
03/26/2013	03/27/2013	MENARDS 3059	\$5.13	NICHOLAS KREKELER
03/29/2013	04/01/2013	SAFELITE AUTOGLASS	\$153.98	NICHOLAS KREKELER
04/01/2013	04/02/2013	MENARDS 3059	\$53.78	NICHOLAS KREKELER
03/21/2013	03/25/2013	USAIRWAYS 0372176485823	\$30.00	DAVID KVAM
03/21/2013	03/25/2013	USAIRWAYS 0372307078765	\$565.80	DAVID KVAM
03/30/2013	04/02/2013	RUN N FUN	\$105.00	DAVID KVAM
04/02/2013	04/02/2013	COMCAST CABLE COMM	\$67.45	DAVID KVAM
04/04/2013	04/05/2013	VAN HEUSEN #430/OUTLETS	\$31.02	TODD LANGNER
03/21/2013	03/25/2013	BOLER EXPRESS CAR WASH	\$22.00	STEVE LUKIN
03/25/2013	03/27/2013	ASPEN MILLS INC.	\$89.95	STEVE LUKIN
03/26/2013	03/28/2013	STREET TALK MAPLEWOOD	(\$15.00)	STEVE LUKIN
03/26/2013	03/28/2013	STREET TALK MAPLEWOOD	\$30.00	STEVE LUKIN
03/28/2013	03/29/2013	EMERGENCY AUTOMOTIVE	\$295.25	STEVE LUKIN
04/03/2013	04/04/2013	ASPEN MILLS INC.	\$29.00	STEVE LUKIN
04/04/2013	04/05/2013	MENARDS 3059	\$15.58	STEVE LUKIN
03/21/2013	03/25/2013	BOUND TREE MEDICAL LLC	\$819.02	MICHAEL MONDOR
03/22/2013	03/25/2013	HOULE S FARM, GARDEN & PE	\$78.00	MICHAEL MONDOR
03/28/2013	04/01/2013	BOUND TREE MEDICAL LLC	\$730.91	MICHAEL MONDOR
03/29/2013	04/01/2013	NATL. REGISTRY OF EMTS	\$20.00	MICHAEL MONDOR

04/04/2013	04/05/2013	EVEREST EMERGENCY VEHICL	\$154.21	MICHAEL MONDOR
04/05/2013	04/05/2013	ULINE *SHIP SUPPLIES	\$632.68	MICHAEL MONDOR
03/25/2013	03/26/2013	FASTENAL COMPANY01	\$62.48	JOHN NAUGHTON
04/01/2013	04/02/2013	HENRIKSEN ACE HARDWARE	\$3.21	JOHN NAUGHTON
04/01/2013	04/03/2013	BLUE RIBBON BAIT & TACKLE	\$6.41	JOHN NAUGHTON
04/02/2013	04/03/2013	HENRIKSEN ACE HARDWARE	\$15.90	JOHN NAUGHTON
04/01/2013	04/02/2013	HENRIKSEN ACE HARDWARE	\$50.92	RICHARD NORDQUIST
03/25/2013	03/27/2013	UNIFORMS UNLIMITED INC.	\$76.73	MICHAEL NYE
03/27/2013	03/28/2013	RADIOSHACK 00161455	\$43.64	MICHAEL NYE
04/01/2013	04/03/2013	EMP MEDIA	\$24.99	MICHAEL NYE
04/02/2013	04/04/2013	STREICHER'S MO	\$319.94	MICHAEL NYE
03/28/2013	04/01/2013	OFFICE DEPOT #1090	\$151.74	MARY KAY PALANK
04/03/2013	04/05/2013	OFFICE DEPOT #1090	\$176.76	MARY KAY PALANK
04/03/2013	04/05/2013	OFFICE DEPOT #1079	\$3.88	MARY KAY PALANK
04/01/2013	04/03/2013	THE HOME DEPOT 2801	\$53.54	ROBERT PETERSON
03/22/2013	03/25/2013	PAYPAL *MEDTECH FOR	\$216.00	PHILIP F POWELL
03/23/2013	03/25/2013	ULINE *SHIP SUPPLIES	\$96.49	PHILIP F POWELL
03/25/2013	03/26/2013	ADORAMA INC	\$21.90	PHILIP F POWELL
04/05/2013	04/05/2013	ONLINE LABELS	\$65.10	PHILIP F POWELL
03/21/2013	03/25/2013	WALSER BUICK PONTIAC GMC	\$49.26	STEVEN PRIEM
03/22/2013	03/25/2013	OXYGEN SERVICE COMPANY,	\$423.14	STEVEN PRIEM
03/22/2013	03/25/2013	AUTO PLUS NO ST PAUL 392	\$16.61	STEVEN PRIEM
03/22/2013	03/25/2013	SOI*SNAP-ONEQUIPMENT	\$447.78	STEVEN PRIEM
03/22/2013	03/25/2013	COMO LUBE & SUPPLIES	\$135.88	STEVEN PRIEM
03/25/2013	03/27/2013	WHEELCO BRAKE &SUPPLY	\$127.48	STEVEN PRIEM
03/25/2013	03/27/2013	UNLIMITED SUPPLIES INC	\$149.91	STEVEN PRIEM
03/25/2013	03/27/2013	CRYTEEL TRUCK EQUIP INC	\$103.12	STEVEN PRIEM
03/26/2013	03/27/2013	CERTIFIED LABORATORIES	\$202.15	STEVEN PRIEM
03/26/2013	03/27/2013	AUTO PLUS NO ST PAUL 392	\$31.03	STEVEN PRIEM
03/27/2013	03/28/2013	TOUSLEY FORD	\$105.41	STEVEN PRIEM
03/27/2013	03/28/2013	POLAR CHEVROLET MAZDA	\$591.23	STEVEN PRIEM
03/28/2013	03/29/2013	POMPS TIRE SERVICE, INC	\$800.57	STEVEN PRIEM
03/28/2013	03/29/2013	AUTO PLUS NO ST PAUL 392	\$337.51	STEVEN PRIEM
03/28/2013	03/29/2013	AUTO PLUS NO ST PAUL 392	\$13.63	STEVEN PRIEM
03/28/2013	03/29/2013	EMERGENCY AUTOMOTIVE	\$14.21	STEVEN PRIEM
03/29/2013	04/01/2013	BOYER TRUCK PARTS	(\$64.11)	STEVEN PRIEM
03/29/2013	04/01/2013	BOYER TRUCK PARTS	\$269.46	STEVEN PRIEM
03/29/2013	04/01/2013	BOYER TRUCK PARTS	\$43.04	STEVEN PRIEM
03/29/2013	04/01/2013	AUTO PLUS NO ST PAUL 392	\$46.97	STEVEN PRIEM
03/29/2013	04/01/2013	AUTO PLUS NO ST PAUL 392	\$438.92	STEVEN PRIEM
03/29/2013	04/01/2013	MIDWEST DIESEL- USED PART	\$696.31	STEVEN PRIEM
03/29/2013	04/02/2013	FRONTIER INC	\$385.96	STEVEN PRIEM
04/01/2013	04/02/2013	AUTO PLUS NO ST PAUL 392	\$7.68	STEVEN PRIEM
04/02/2013	04/03/2013	FACTORY MTR PTS #1	\$280.68	STEVEN PRIEM
04/02/2013	04/03/2013	FACTORY MTR PTS #1	\$84.16	STEVEN PRIEM
04/02/2013	04/03/2013	FACTORY MTR PTS #1	\$168.31	STEVEN PRIEM
04/02/2013	04/03/2013	AUTO PLUS NO ST PAUL 392	\$4.38	STEVEN PRIEM
04/03/2013	04/04/2013	AUTO PLUS NO ST PAUL 392	\$134.90	STEVEN PRIEM
04/04/2013	04/05/2013	POLAR CHEVROLET MAZDA	\$257.10	STEVEN PRIEM
03/25/2013	03/26/2013	WW GRAINGER	\$151.26	KELLY PRINS
03/26/2013	03/28/2013	THE HOME DEPOT 2801	\$42.44	KELLY PRINS
03/27/2013	03/28/2013	VIKING ELECTRIC - ST PAUL	\$389.56	KELLY PRINS
03/29/2013	04/01/2013	THE HOME DEPOT 2801	\$39.66	KELLY PRINS
04/03/2013	04/05/2013	PARK SUPPLY OF AMERICA IN	\$518.71	KELLY PRINS
04/04/2013	04/05/2013	MENARDS 3059	\$57.18	KELLY PRINS
03/22/2013	03/25/2013	DALCO ENTERPRISES, INC	\$658.42	MICHAEL REILLY
03/26/2013	03/27/2013	HILLYARD INC MINNEAPOLIS	\$1,707.54	MICHAEL REILLY
03/29/2013	04/01/2013	HILLYARD INC MINNEAPOLIS	\$42.38	MICHAEL REILLY
03/27/2013	03/28/2013	FITNESS WHOLESale	\$1,202.16	LORI RESENDIZ
04/01/2013	04/03/2013	SCW FITNESS EDUCATION	\$270.00	LORI RESENDIZ

03/22/2013	03/25/2013	TARGET	00006197	\$71.67	AUDRA ROBBINS
03/22/2013	03/25/2013	DOLRTREE	2396 00023960	\$25.71	AUDRA ROBBINS
03/23/2013	03/25/2013	CUB FOODS, INC.		\$77.65	AUDRA ROBBINS
04/01/2013	04/03/2013	OFFICE DEPOT #1090		\$84.18	AUDRA ROBBINS
04/02/2013	04/04/2013	OFFICE MAX		\$56.49	AUDRA ROBBINS
04/02/2013	04/04/2013	OFFICE DEPOT #1090		\$26.77	AUDRA ROBBINS
03/21/2013	03/25/2013	DELTA AIR	0062327000460	\$510.80	ROBERT RUNNING
04/04/2013	04/05/2013	ABLE HOSE RUBBER LLC		\$58.41	ROBERT RUNNING
03/27/2013	03/28/2013	LILLIE SUBURBAN NEWSPAPE		\$108.00	DEB SCHMIDT
04/02/2013	04/03/2013	T-MOBILE.COM*PAYMENT		\$31.11	DEB SCHMIDT
04/01/2013	04/03/2013	USA MOBILITY WIRELE		\$26.79	SCOTT SCHULTZ
03/27/2013	03/28/2013	USPS 26834500133401316		\$64.40	CAITLIN SHERRILL
03/28/2013	03/29/2013	TARGET	00011858	\$17.87	CAITLIN SHERRILL
03/28/2013	03/29/2013	LAKESHORE LEARNING #41		\$25.67	CAITLIN SHERRILL
03/29/2013	04/01/2013	LILLIE SUBURBAN NEWSPAPE		\$250.00	CAITLIN SHERRILL
04/04/2013	04/05/2013	LIVINGSOCIAL*		\$15.00	CAITLIN SHERRILL
03/31/2013	04/01/2013	NORTHEAST TACTICAL INC		\$30.54	JOSEPH STEINER
03/25/2013	03/27/2013	DGG TASER		\$550.00	JOANNE SVENDSEN
03/29/2013	04/01/2013	METRO SALES INC		\$973.76	JOANNE SVENDSEN
04/02/2013	04/03/2013	CURTIS 1000 INC.		\$417.73	JOANNE SVENDSEN
03/23/2013	03/25/2013	LAKES TRADING CO. INC.		\$24.64	BRIAN TAUZELL
03/28/2013	04/01/2013	SCHULER SHOES		\$114.95	PAUL THEISEN
03/21/2013	03/25/2013	UNIFORMS UNLIMITED INC.		\$70.01	PAUL THIENES
04/01/2013	04/03/2013	UNIFORMS UNLIMITED INC.		\$36.42	PAUL THIENES
03/21/2013	03/25/2013	OFFICE DEPOT #1090		\$82.43	KAREN WACHAL
03/28/2013	04/01/2013	TOM S TAILORS		\$27.00	JAY WENZEL
03/29/2013	04/01/2013	STREICHER'S MO		(\$100.44)	JAY WENZEL
03/29/2013	04/01/2013	STREICHER'S MO		(\$96.18)	JAY WENZEL
03/28/2013	03/29/2013	VIRTUE PRINTING		\$101.85	TAMMY YOUNG

\$38,831.07

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	04/12/13	CARDINAL, ROBERT	435.16
	04/12/13	CAVE, REBECCA	435.16
	04/12/13	JUENEMANN, KATHLEEN	435.16
	04/12/13	KOPPEN, MARVIN	435.16
	04/12/13	ROSSBACH, WILLIAM	494.44
	04/12/13	STRAUTMANIS, MARIS	64.00
	04/12/13	AHL, R. CHARLES	5,495.72
	04/12/13	ANTONEN, JAMES	5,852.58
	04/12/13	BURLINGAME, SARAH	2,137.30
	04/12/13	KANTRUD, HUGH	184.62
	04/12/13	CHRISTENSON, SCOTT	2,069.87
	04/12/13	FARR, LARRY	3,255.27
	04/12/13	JAHN, DAVID	1,887.91
	04/12/13	RAMEAUX, THERESE	3,099.15
	04/12/13	BAUMAN, GAYLE	4,438.53
	04/12/13	ANDERSON, CAROLE	1,790.69
	04/12/13	DEBILZAN, JUDY	1,346.92
	04/12/13	JACKSON, MARY	2,159.62
	04/12/13	KELSEY, CONNIE	2,626.68
	04/12/13	RUEB, JOSEPH	2,801.00
	04/12/13	SINDT, ANDREA	2,134.62
	04/12/13	BEGGS, REGAN	1,520.99
	04/12/13	GUILFOILE, KAREN	4,609.10
	04/12/13	SCHMIDT, DEBORAH	2,920.74
	04/12/13	SPANGLER, EDNA	1,238.85
	04/12/13	CORTESI, LUANNE	1,329.46
	04/12/13	LARSON, MICHELLE	1,892.19
	04/12/13	MECHELKE, SHERRIE	1,004.76
	04/12/13	MOY, PAMELA	1,688.86
	04/12/13	OSTER, ANDREA	1,935.11
	04/12/13	RICHTER, CHARLENE	1,164.43
	04/12/13	SCHOENECKER, LEIGH	1,671.39
	04/12/13	WEAVER, KRISTINE	2,388.99
	04/12/13	CARLE, JEANETTE	262.50
	04/12/13	CORCORAN, THERESA	1,928.19
	04/12/13	KVAM, DAVID	4,687.84
	04/12/13	PALANK, MARY	1,932.80
	04/12/13	POWELL, PHILIP	2,970.49
	04/12/13	SVENDSEN, JOANNE	2,131.82
	04/12/13	THOMFORDE, FAITH	1,520.99
	04/12/13	ABEL, CLINT	3,289.55
	04/12/13	ALDRIDGE, MARK	3,377.12
	04/12/13	BAKKE, LONN	3,219.40

04/12/13	BARTZ, PAUL	3,549.65
04/12/13	BELDE, STANLEY	3,285.33
04/12/13	BENJAMIN, MARKESE	3,312.11
04/12/13	BIERDEMAN, BRIAN	4,067.02
04/12/13	BOHL, JOHN	3,637.42
04/12/13	BUSACK, DANIEL	3,564.66
04/12/13	CARNES, JOHN	2,547.15
04/12/13	CROTTY, KERRY	3,647.20
04/12/13	DEMULLING, JOSEPH	3,371.56
04/12/13	DOBLAR, RICHARD	4,054.83
04/12/13	DUGAS, MICHAEL	4,274.40
04/12/13	ERICKSON, VIRGINIA	3,692.77
04/12/13	FORSYTHE, MARCUS	2,789.90
04/12/13	FRASER, JOHN	3,619.24
04/12/13	FRITZE, DEREK	3,282.79
04/12/13	GABRIEL, ANTHONY	3,764.30
04/12/13	HAWKINSON JR, TIMOTHY	3,116.35
04/12/13	HER, PHENG	3,148.69
04/12/13	HIEBERT, STEVEN	3,695.81
04/12/13	JOHNSON, KEVIN	4,621.53
04/12/13	KALKA, THOMAS	954.09
04/12/13	KONG, TOMMY	3,334.80
04/12/13	KREKELER, NICHOLAS	895.21
04/12/13	KROLL, BRETT	3,162.14
04/12/13	LANGNER, SCOTT	3,390.18
04/12/13	LANGNER, TODD	3,302.03
04/12/13	LU, JOHNNIE	3,493.12
04/12/13	LYNCH, KATHERINE	2,707.10
04/12/13	MARINO, JASON	3,767.80
04/12/13	MARTIN, JERROLD	3,191.87
04/12/13	MCCARTY, GLEN	3,575.00
04/12/13	METRY, ALESIA	3,395.55
04/12/13	NYE, MICHAEL	4,319.58
04/12/13	OLSON, JULIE	3,216.42
04/12/13	PARKER, JAMES	2,692.43
04/12/13	REZNY, BRADLEY	4,213.55
04/12/13	RHUDE, MATTHEW	3,111.03
04/12/13	SHORTREED, MICHAEL	4,141.66
04/12/13	STEINER, JOSEPH	3,574.69
04/12/13	SYPNIEWSKI, WILLIAM	3,398.99
04/12/13	SZCZEPANSKI, THOMAS	3,491.46
04/12/13	TAUZELL, BRIAN	3,177.66
04/12/13	THEISEN, PAUL	3,363.00
04/12/13	THIENES, PAUL	3,746.64
04/12/13	TRAN, JOSEPH	3,299.44
04/12/13	WENZEL, JAY	3,427.76
04/12/13	XIONG, KAO	3,277.63
04/12/13	ANDERSON, BRIAN	290.88
04/12/13	BAHL, DAVID	763.59
04/12/13	BASSETT, BRENT	348.45
04/12/13	BAUMAN, ANDREW	2,810.01
04/12/13	BOURQUIN, RON	1,034.24

04/12/13	CAPISTRANT, JACOB	566.61
04/12/13	CAPISTRANT, JOHN	813.09
04/12/13	CRAWFORD - JR, RAYMOND	727.20
04/12/13	DABRUZZI, THOMAS	1,054.40
04/12/13	DAWSON, RICHARD	3,627.38
04/12/13	EATON, PAUL	72.72
04/12/13	EVERSON, PAUL	3,413.82
04/12/13	FASULO, WALTER	525.20
04/12/13	HAGEN, MICHAEL	654.48
04/12/13	HALE, JOSEPH	339.36
04/12/13	HALWEG, JODI	3,777.14
04/12/13	HAWTHORNE, ROCHELLE	2,382.81
04/12/13	HUTCHINSON, JAMES	749.45
04/12/13	IMM, TRACY	151.50
04/12/13	JANSEN, CHAD	203.01
04/12/13	JUREK, GREGORY	2,764.14
04/12/13	KANE, ROBERT	908.54
04/12/13	KARRAS, JAMIE	702.96
04/12/13	KERSKA, JOSEPH	781.74
04/12/13	KONDER, RONALD	290.88
04/12/13	KUBAT, ERIC	2,733.27
04/12/13	LINDER, TIMOTHY	2,810.92
04/12/13	LOCHEN, MICHAEL	307.04
04/12/13	MILLER, LADD	586.82
04/12/13	MILLER, NICHOLAS	590.85
04/12/13	MONDOR, MICHAEL	3,300.70
04/12/13	MONSON, PETER	106.05
04/12/13	MORGAN, JEFFERY	315.13
04/12/13	NIELSEN, KENNETH	279.28
04/12/13	NOVAK, JEROME	3,318.90
04/12/13	NOWICKI, PAUL	518.13
04/12/13	OLSON, JAMES	2,963.92
04/12/13	OPHEIM, JOHN	604.51
04/12/13	PACHECO, ALPHONSE	699.93
04/12/13	PETERSON, MARK	954.48
04/12/13	PETERSON, ROBERT	3,002.25
04/12/13	POWERS, KENNETH	345.42
04/12/13	RAINEY, JAMES	942.33
04/12/13	RANK, NATHAN	930.21
04/12/13	RANK, PAUL	493.89
04/12/13	REYNOSO, ANGEL	509.04
04/12/13	RICE, CHRISTOPHER	806.02
04/12/13	RODRIGUEZ, ROBERTO	493.89
04/12/13	SCHULTZ, JEROME	581.76
04/12/13	SEDLACEK, JEFFREY	2,881.05
04/12/13	STREFF, MICHAEL	2,721.20
04/12/13	SVENDSEN, RONALD	3,714.05
04/12/13	WHITE, JOEL	145.44
04/12/13	GERVAIS-JR, CLARENCE	4,035.01
04/12/13	LUKIN, STEVEN	4,674.56
04/12/13	ZWIEG, SUSAN	1,745.88
04/12/13	KNUTSON, LOIS	2,084.19

04/12/13	BRINK, TROY	2,693.89
04/12/13	BUCKLEY, BRENT	2,134.59
04/12/13	DEBILZAN, THOMAS	2,176.19
04/12/13	EDGE, DOUGLAS	2,177.80
04/12/13	JONES, DONALD	2,192.19
04/12/13	MEISSNER, BRENT	2,035.39
04/12/13	NAGEL, BRYAN	3,595.60
04/12/13	OSWALD, ERICK	2,388.07
04/12/13	RUIZ, RICARDO	1,636.19
04/12/13	RUNNING, ROBERT	2,391.59
04/12/13	TEVLIN, TODD	2,200.19
04/12/13	BURLINGAME, NATHAN	2,108.00
04/12/13	DUCHARME, JOHN	2,776.80
04/12/13	ENGSTROM, ANDREW	2,666.59
04/12/13	JAROSCH, JONATHAN	3,084.87
04/12/13	KREGER, JASON	2,361.65
04/12/13	LINDBLOM, RANDAL	2,776.80
04/12/13	LOVE, STEVEN	3,629.51
04/12/13	THOMPSON, MICHAEL	4,514.71
04/12/13	ZIEMAN, SCOTT	165.00
04/12/13	JANASZAK, MEGHAN	1,593.79
04/12/13	KONEWKO, DUWAYNE	4,667.89
04/12/13	HAMRE, MILES	1,615.62
04/12/13	HAYS, TAMARA	1,636.19
04/12/13	HINNENKAMP, GARY	2,344.89
04/12/13	NAUGHTON, JOHN	2,193.47
04/12/13	NORDQUIST, RICHARD	2,178.49
04/12/13	BIESANZ, OAKLEY	1,327.15
04/12/13	DEAVER, CHARLES	581.06
04/12/13	GERNES, CAROLE	598.53
04/12/13	HAYMAN, JANET	1,183.97
04/12/13	HUTCHINSON, ANN	2,682.02
04/12/13	SOUTTER, CHRISTINE	259.89
04/12/13	WACHAL, KAREN	1,129.70
04/12/13	GAYNOR, VIRGINIA	3,284.18
04/12/13	KROLL, LISA	1,936.19
04/12/13	SWANSON, CHRIS	720.00
04/12/13	THOMPSON, DEBRA	771.27
04/12/13	YOUNG, TAMELA	2,045.00
04/12/13	EKSTRAND, THOMAS	3,867.33
04/12/13	FINWALL, SHANN	3,274.59
04/12/13	MARTIN, MICHAEL	2,799.39
04/12/13	BRASH, JASON	2,544.99
04/12/13	CARVER, NICHOLAS	3,284.18
04/12/13	FISHER, DAVID	3,845.86
04/12/13	SWAN, DAVID	2,802.59
04/12/13	WELLENS, MOLLY	1,800.89
04/12/13	ACEITUNO, FELIPE	196.00
04/12/13	BERGER, STEPHANIE	496.38
04/12/13	BJORK, BRANDON	214.50
04/12/13	BRENEMAN, NEIL	2,296.28
04/12/13	FRANK, PETER	416.00

04/12/13	LARSON, KATELYN	77.00
04/12/13	ROBBINS, AUDRA	3,209.84
04/12/13	ROBBINS, CAMDEN	301.50
04/12/13	SCHALLER, SCOTT	53.75
04/12/13	SCHALLER, TYLER	32.00
04/12/13	SHERWOOD, CHRISTIAN	478.50
04/12/13	TAYLOR, JAMES	2,912.48
04/12/13	VUKICH, CANDACE	420.00
04/12/13	ADAMS, DAVID	1,965.43
04/12/13	HAAG, MARK	2,813.62
04/12/13	ORE, JORDAN	1,651.01
04/12/13	SCHULTZ, SCOTT	3,384.95
04/12/13	WILBER, JEFFREY	1,564.19
04/12/13	AKEY, SHELLEY	25.52
04/12/13	BERNARDY, CHRISTINE	2,479.65
04/12/13	CRAWFORD - JR, RAYMOND	322.46
04/12/13	EVANS, CHRISTINE	1,598.97
04/12/13	GLASS, JEAN	2,151.74
04/12/13	HER, PETER	141.18
04/12/13	HOFMEISTER, MARY	1,121.90
04/12/13	HOFMEISTER, TIMOTHY	454.52
04/12/13	KELLEY, CAITLIN	1,006.53
04/12/13	KULHANEK-DIONNE, ANN	438.50
04/12/13	PELOQUIN, PENNYE	661.93
04/12/13	VANG, TIM	563.00
04/12/13	VUE, LOR PAO	415.53
04/12/13	AICHELE, MEGAN	287.63
04/12/13	ANDERSON, ALYSSA	16.19
04/12/13	ANDERSON, JOSHUA	443.25
04/12/13	BAETZOLD, SETH	47.13
04/12/13	BAUDE, SARAH	103.25
04/12/13	BRUSOE, CRISTINA	23.40
04/12/13	BUCKLEY, BRITTANY	233.80
04/12/13	BUTLER, ANGELA	57.00
04/12/13	CLARK, PAMELA	105.50
04/12/13	CRANDALL, KRISTA	457.00
04/12/13	DEMPSEY, BETH	265.13
04/12/13	DRECHSEL, SARAH	52.88
04/12/13	DUNN, RYAN	1,090.40
04/12/13	EHLE, DANIEL	93.21
04/12/13	ERICKSON-CLARK, CAROL	98.00
04/12/13	FLORES, LUIS	146.00
04/12/13	FONTAINE, KIM	569.56
04/12/13	FOX, KELLY	60.00
04/12/13	FRAMPTON, SAMANTHA	54.00
04/12/13	GIEL, NICOLE	44.00
04/12/13	GRAY, MEGAN	193.40
04/12/13	GRUENHAGEN, LINDA	279.40
04/12/13	HAGSTROM, EMILY	30.15
04/12/13	HANSEN, HANNAH	164.30
04/12/13	HEINRICH, SHEILA	359.00
04/12/13	HOLMBERG, LADONNA	392.00

04/12/13	HORWATH, RONALD	2,772.88
04/12/13	JOHNSON, BARBARA	532.13
04/12/13	KOHLER, ROCHELLE	54.00
04/12/13	KOZDROJ, GABRIELLA	50.00
04/12/13	LAMEYER, BRENT	47.13
04/12/13	LAMEYER, ZACHARY	37.21
04/12/13	LAMSON, ELIANA	42.00
04/12/13	MCCANN, NATALIE	76.00
04/12/13	MCCOMAS, LEAH	101.50
04/12/13	NADEAU, TAYLOR	133.45
04/12/13	NELSON, ELEONOR	6.00
04/12/13	NITZ, CARA	221.00
04/12/13	NORTHOUSE, KATHERINE	126.60
04/12/13	PIEPER, THEODORE	72.00
04/12/13	PROESCH, ANDY	579.67
04/12/13	RANEY, COURTNEY	900.00
04/12/13	RESENDIZ, LORI	2,285.54
04/12/13	RICHTER, DANIEL	144.30
04/12/13	SCHMIDT, EMILY	27.63
04/12/13	SCHREIER, ROSEMARIE	452.50
04/12/13	SCHREINER, MARK	25.55
04/12/13	SMITH, ANN	142.10
04/12/13	SMITH, CASEY	207.95
04/12/13	SMITLEY, SHARON	459.73
04/12/13	TAYLOR, MYLES	25.73
04/12/13	TREPANIER, TODD	286.00
04/12/13	TRUE, ANDREW	123.75
04/12/13	TUPY, HEIDE	137.40
04/12/13	TUPY, MARCUS	237.50
04/12/13	VANG, XANG	92.00
04/12/13	WARNER, CAROLYN	105.60
04/12/13	WEINHAGEN, SHELBY	312.25
04/12/13	WHITE, DANICA	18.70
04/12/13	BOSLEY, CAROL	182.00
04/12/13	HITE, ANDREA	40.00
04/12/13	LANGER, CHELSEA	57.38
04/12/13	LANGER, KAYLYN	72.25
04/12/13	BORCHERT, JONATHAN	93.50
04/12/13	CRAWFORD, SHAWN	480.00
04/12/13	DOUGLASS, TOM	1,983.23
04/12/13	DYER, KATELYN	59.50
04/12/13	MAIDMENT, COLIN	289.00
04/12/13	MALONEY, SHAUNA	484.26
04/12/13	PRINS, KELLY	1,848.54
04/12/13	REILLY, MICHAEL	2,266.55
04/12/13	SINDT, DARIEN	187.00
04/12/13	THOMPSON, BENJAMIN	425.00
04/12/13	AICHELE, CRAIG	2,231.39
04/12/13	PRIEM, STEVEN	2,463.84
04/12/13	WOEHRLE, MATTHEW	2,347.15
04/12/13	BERGO, CHAD	2,655.20
04/12/13	FOWLDS, MYCHAL	4,072.29

	04/12/13	FRANZEN, NICHOLAS	2,656.42
9989273	04/12/13	ERICSON, RACHEL	23.25
9989274	04/12/13	SCHREIER, ABIGAIL	102.36
9989275	04/12/13	WALES, ABIGAIL	288.42
9989276	04/12/13	RANGEL, SAMANTHA	56.00
9989277	04/12/13	CUSICK, JESSICA	293.25
9989278	04/12/13	SPEARS, SHYTIANA	121.13
9989279	04/12/13	STEFFEN, MICHAEL	102.00
			513,800.28

**Check Register
City of Maplewood**

04/19/2013

Check	Date	Vendor	Description	Amount	
89745	04/19/2013	02464	US BANK	FUNDS FOR ATMS	10,000.00
89746	04/23/2013	04944	HILLCREST VENTURES LLC	SUBWAY ORDERS - MARCH	871.57
89747	04/23/2013	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD MONTHLY - APRIL	7,340.10
89748	04/23/2013	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - MARCH 16-31	754.00
	04/23/2013	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - MARCH 1-15	601.00
89749	04/23/2013	01497	SPRINGSTED INC	3M TIF WORK	14,324.29
89750	04/23/2013	02274	SPRINT	SPRINT SRVS 02/15 - 03/14	7,547.13
89751	04/23/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	7,222.78
	04/23/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	6,359.91
	04/23/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,426.24
	04/23/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	429.78
	04/23/2013	01190	XCEL ENERGY	FIRE SIRENS	56.78
89752	04/23/2013	01798	YOCUM OIL CO.	CONTRACT DIESEL - APRIL	9,641.10
89753	04/23/2013	05198	ACCELERATED TECHNOLOGIES, LLC	NEW SOUND SYS & MICROPHONE MCC	6,687.48
89754	04/23/2013	02624	CARGILL INCORPORATED	TREATED ROAD SALT-	3,853.54
89755	04/23/2013	00285	CERTIFIED LABORATORIES	DEODERIZER & BUG/INSECT SPRAY	447.18
89756	04/23/2013	05187	WHITE BEAR AREA CHAMBER OF COMMERCE	BUSINESS & ACHIEVEMENT AWARDS	35.00
89757	04/23/2013	03725	FINANCE AND COMMERCE, INC.	POSTING FOR PDEP BID PHASE 2	115.51
89758	04/23/2013	05055	HEALTHEAST VEHICLE SERVICES	VEHICLE SET-UP & REPAIR	7,231.10
	04/23/2013	05055	HEALTHEAST VEHICLE SERVICES	VEHICLE REPAIR	2,509.98
	04/23/2013	05055	HEALTHEAST VEHICLE SERVICES	VEHICLE REPAIR	475.55
	04/23/2013	05055	HEALTHEAST VEHICLE SERVICES	VEHICLE REPAIR	55.73
	04/23/2013	05055	HEALTHEAST VEHICLE SERVICES	VEHICLE REPAIR	41.97
89759	04/23/2013	04152	ISD 622 COMMUNITY EDUCATION	POOL RENTAL WATER TRAINING	40.00
89760	04/23/2013	02336	M A TAYLOR INC	FITNESS CONSULTANT SRVS 1ST QTR	1,100.00
89761	04/23/2013	04790	MAYER ARTS, INC.	COSTUME FEES	1,260.00
89762	04/23/2013	00993	MID-AMERICA BUSINESS SYSTEMS	SCANNING OF HOUSE FILES CYCLE 3	4,051.85
	04/23/2013	00993	MID-AMERICA BUSINESS SYSTEMS	SCANNING OF EASEMENT FILES	215.98
89763	04/23/2013	00001	ONE TIME VENDOR	REFUND C AREVALO TRANS MEDIC	1,059.11
89764	04/23/2013	00001	ONE TIME VENDOR	REFUND SIGMUNDIK OVERCHG EUF FEE	840.84
89765	04/23/2013	00001	ONE TIME VENDOR	REFUND J BLAKSTAD TRANS MEDIC	622.00
89766	04/23/2013	00001	ONE TIME VENDOR	REFUND A BROWN TRANS MEDIC	441.00
89767	04/23/2013	00001	ONE TIME VENDOR	REFUND V HARMAN TRANS MEDIC	65.00
89768	04/23/2013	00001	ONE TIME VENDOR	REFUND Z SMITH B-PARTY B CASTLE	53.57
89769	04/23/2013	00001	ONE TIME VENDOR	REFUND J TRAD THEATER-MATINEE	47.00
89770	04/23/2013	00001	ONE TIME VENDOR	REFUND J LANG FLOOR HOCKEY	27.00
89771	04/23/2013	00001	ONE TIME VENDOR	REFUND S KOPP TEA ENROLLMENT	18.00
89772	04/23/2013	00001	ONE TIME VENDOR	REFUND D FLEMING SR TRANS MEDIC	5.55
89773	04/23/2013	04581	ORION SYSTEMS/NETWORKS	SUBSCRIPTION FOR LETS	2,395.00
89774	04/23/2013	01270	PITNEY BOWES INC	DF80 MAINT AGREEMENT	150.00
89775	04/23/2013	04964	POINTS TO HEALTH LLC	ACUPUNCTURE SESSIONS FEB/MARCH	750.00
89776	04/23/2013	01302	STEVEN PRIEM	TOOL ALLOWANCE UNION CONTRACT	450.00
89777	04/23/2013	00396	MN DEPT OF PUBLIC SAFETY	SRVS (CJDN) PROVIDED TO PD-1ST QTR	1,920.00
89778	04/23/2013	01341	RAMSEY CO FIRE CHIEFS ASSN	ANNUAL BANQUET	64.00
89779	04/23/2013	04201	READY WATT	MAINTENANCE ON CITY'S SIRENS	4,876.00
89780	04/23/2013	02001	CITY OF ROSEVILLE	PHONE SERVICE - APRIL	1,436.20
89781	04/23/2013	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - APRIL	100.00
89782	04/23/2013	04934	SAFARILAND, LLC	TRAINING (ALDRIDGE)	315.00
89783	04/23/2013	04256	SHI INTERNATIONAL CORP	MICROSOFT SOFTWARE ASSURANCE	3,222.02
89784	04/23/2013	01836	ST PAUL, CITY OF	SRVS (RMS) PROVIDED TO PD - MARCH	5,196.09
	04/23/2013	01836	ST PAUL, CITY OF	SRVS (RMS) PROVIDED TO PD - APRIL	5,196.09
	04/23/2013	01836	ST PAUL, CITY OF	ASPHALT MATERIALS - MARCH	1,655.28
	04/23/2013	01836	ST PAUL, CITY OF	ELECTION ENVELOPES & INSTRUCTIONS	1,552.19
89784	04/23/2013	01836	ST PAUL, CITY OF	RADIO SHOP SERVICES - MARCH	65.00
89785	04/23/2013	03826	STERNBERG LIGHTING, INC	REPLACEMENT LIGHT POLES	9,099.00
89786	04/23/2013	03598	PAUL THEISEN	REIMB FOR REGISTRATION & LUNCH	33.14
89787	04/23/2013	01683	UNIFORMS UNLIMITED INC	TASERS & HOLSTERS	60,545.94
89788	04/23/2013	01730	W W GOETSCH ASSOCIATES, INC.	PROJ 11-19 PUMP FOR FLOOD STUDY	33,044.68
89789	04/23/2013	01876	WHAT WORKS INC	FACILITATION FEE COUNCIL RETREAT	5,880.00
89790	04/23/2013	01807	SUSAN ZWIEG	REIMB FOR KITCHEN SUPPLIES STA 2	99.39

46 Checks in this report.

236,919.64

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/15/2013	MN State Treasurer	Drivers License/Deputy Registrar	25,491.26
4/15/2013	VANCO	Billing fee	233.25
4/15/2013	U.S. Treasurer	Federal Payroll Tax	100,020.72
4/15/2013	P.E.R.A.	P.E.R.A.	89,671.32
4/16/2013	MN State Treasurer	Drivers License/Deputy Registrar	44,675.26
4/16/2013	MN Dept of Revenue	MN Care Tax	7,050.00
4/16/2013	MidAmerica - ING	HRA Flex plan	14,136.91
4/16/2013	Labor Unions	Union Dues	2,021.35
4/17/2013	MN State Treasurer	Drivers License/Deputy Registrar	27,017.25
4/17/2013	MN State Treasurer	State Payroll Tax	20,848.24
4/18/2013	MN State Treasurer	Drivers License/Deputy Registrar	21,224.65
4/19/2013	MN State Treasurer	Drivers License/Deputy Registrar	30,201.29
4/19/2013	MN Dept of Revenue	Sales Tax	10,570.00
4/19/2013	Optum Health	DCRP & Flex plan payments	2,624.84
4/19/2013	MN Dept of Natural Resources	DNR electronic licenses	858.50
	TOTAL		396,644.84

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Mychal Fowlds, IT Director
SUBJECT: **Approval of Resolution Directing Modification of Existing Construction Contract, Change Order with Derau Construction, Police Department Expansion Project – Phase 1**
DATE: April 22, 2013

INTRODUCTION

The City Council will consider approving the attached resolution directing the modification of the existing construction contract for the Police Department Expansion Project – Phase 1.

BACKGROUND

On December 10, 2012, the Council awarded Derau Construction a construction contract for the build out of offices and modification of existing areas in 1902 County Road B East in the amount of \$213,300. There has been one change order to the contract to date in the amount of \$28,561. The bulk of which was due to moving Parks & Recreation to 1902.

DISCUSSION

The modifications consist primarily of small changes due to items found during the demolition of existing areas along with a few small items that were not included in the initial contract. These modifications result in an increase to the overall construction contract.

Additional Solid Surface Countertop (Addition)

The location of some structural bolts required that we make some custom pieces of solid surface countertop to match the rest of the window sills.

Door Hardware Change (Reduction)

This change involves the addition of some door hardware to doors that were not originally accounted for and the removal of a motorized door that we are no longer required to install. The net amount is a small reduction.

Additional Demolition (Addition)

A portion of the new conference room needed to be removed in order to account for the updated cabinets.

Conference Room Cabinet Change (Addition)

The cabinets in the conference room were too high to meet code. The cabinets have been remade and

reinstalled. The original cabinets will be reused for storage at 1902.

Install Additional Wall (Addition)

Due to Parks & Recreation moving to 1902, an additional wall needed to be relocated. This change order addresses that need.

Install Additional Ceiling Grid (Addition)

A door was removed in the main hallway of 1902 to ease access to the new Parks & Recreation area. The ceiling grid and tiles were not included in the original bid.

New Flooring In Vestibule (Addition)

In order to match the new tile in the lobby new tile will be installed in the vestibule as well. This was not included in the original bid

The change order costs are summarized below:

<u>Change Order #2</u>	<u>Amount</u>
1 Additional Solid Surface Countertop	\$ 2,897.00
2 Door Hardware Changes	\$ (65.00)
3 Additional Demolition	\$ 568.00
4 Conference Room Cabinet Change	\$ 4,544.00
5 Install Additional Wall	\$ 2,011.00
6 Install Additional Ceiling Grid	\$ 361.00
7 New Flooring In Vestibule	\$ 385.00
Total Change Order No. 2	\$ 10,701.00

BUDGET

Approval of Change Order No. 2 will increase the project construction contract amount by \$10,701.00 from \$241,861 to \$252,562. No adjustments to the approved budget are needed at this time.

RECOMMENDATION

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 2, for the Police Department Expansion Project – Phase 1.

Attachments:

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 2
2. Change Order Form

RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
POLICE DEPARTMENT EXPANSION PROJECT - PHASE 1, CHANGE ORDER NO. 2

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Police Department Expansion Project – Phase 1, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Police Department Expansion Project – Phase 1, Change Order No. 2.

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

1. The Mayor is hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$10,701.00.

The revised contract amount is \$252,562.00.

Adopted by the Maplewood City Council on this 29th day of April 2013.

**CHANGE ORDER
CITY OF MAPLEWOOD**

PROJECT NAME: Police Department Expansion Project - Phase 1
CONTRACTOR: Derau Construction
CHANGE ORDER NO.: Two (2)
DATE: April 22, 2013

The following changes shall be made in the contract documents:

ADD BID SCHEDULE CO #2 – CHANGE ORDER NO. 2

Item No.	Item Description	Amount
1	Additional Solid Surface Countertop	\$ 2,897.00
2	Door Hardware Changes	\$ (65.00)
3	Additional Demolition	\$ 568.00
4	Conference Room Cabinet Change	\$ 4,544.00
5	Install Additional Wall	\$ 2,011.00
6	Install Additional Ceiling Grid	\$ 361.00
7	New Flooring In Vestibule	\$ 385.00
TOTAL SCHEDULE CO #2		\$10,701.00
TOTAL NET CHANGE ORDER NO. 2		\$10,701.00

CONTRACT STATUS:

Original Contract: \$213,300.00
Net Change of Prior Change: \$28,561.00
Change this Change Order: \$10,701.00
Revised Contract: \$252,562.00

Recommended By: SEH, Inc.

By: _____ Date: _____

Agreed to By: Derau Construction

By: _____ Date: _____

Approved By: City of Maplewood

By: _____ Date: _____

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
Charles Ahl, Assistant City Manager
SUBJECT: **Conditional Use Permit Review – Bruentrup Heritage Farm**
LOCATION: 2170 County Road D
DATE: April 23, 2013

INTRODUCTION

The Bruentrup farm buildings were relocated from White Bear Avenue to a 2.36 acre site within the Prairie Farm Neighborhood Preserve in 1999. On June 14, 1999, the city council approved a conditional use permit (CUP) to the Maplewood Area Historical Society (MAHS) to operate the farm on the site as a historical, educational, and interpretive center. Since that time MAHS has leased the land from the city for this purpose.

In order to create a sustainable cash flow for farm expenses and other society projects, the MAHS requested an amendment to their CUP in order to sublease the Bruentrup Heritage Farm (BHF) site for large non-historical events, such as weddings. On July 27, 2009, the city council approved the amendment on the condition that MAHS limit the number of people to 290 and the number of events to six per year with a maximum of 290 people per event.

BACKGROUND

February 8, 1999, the city council approved the relocation of the Bruentrup farm buildings to the Prairie Farm Preserve.

June 14, 1999, the city council approved a CUP for a “public facility” to be located within the Prairie Farm Preserve and a parking waiver for the reduction in the required number of parking spaces for such a use.

December 13, 1999, the city council approved a 99-year lease agreement which allows the MAHS to lease the land and buildings for interpretive and educational purposes. The lease was never formally signed by the MAHS.

July 8, 2002, the city council approved a CUP revision to allow the construction of a parking lot on the west side of the site, within the city’s open space.

December 1, 2008, the city council held a workshop to discuss issues associated with MAHS including the lease, proposed fund-raising events, CUP amendment, parking, insurance, etc.

April 13, 2009, the city council approved a lease agreement with the Maplewood Area Historical Society. This lease allows the society the use of the Bruentrup Heritage Farm site and buildings located at 2170 County Road D.

July 27, 2009, the city council approved the amendment to the CUP allowing MAHS to hold a maximum of six private events a year with a maximum of 290 people per event.

February 22, 2010, the city council reviewed the CUP and approved it for another year. The city council also approved the use of a state licensed caterer to provide alcohol for large events at the BHF.

February 28, 2011, the city council reviewed the CUP and approved it for another year.

April 23, 2012, the city council reviewed the CUP and agreed to review it again in one year.

DISCUSSION

The CUP allows the society to host up to six large non-historical fundraising events a year on the site. Examples of events would be weddings or graduation parties. The events would be held during the months of May through October. The hours would be limited from 10 a.m. to 10 p.m. The society did hold non-historical fundraising events in 2012 and staff is not aware of any issues or concerns resulting from these private events. All conditions of approval for the CUP at the BHF are being met and staff is recommending approval of the CUP with the city council reviewing it again in one year.

Gazebo and Milk House

In January of 2013 the city approved plans to build a gazebo on site and to finish the interior of the milk house on site. These two projects do not impact or conflict with the CUP's conditions of approval. The MAHS has indicated it intends to apply for a CUP amendment later this year, in order to propose a new overflow turf parking lot.

RECOMMENDATIONS

Approve the Maplewood Area Historical Society's conditional use permit. This permit should be reviewed again in one year or sooner if a major change is proposed for the site.

P:\sec2N\Bruentrup\Bruentrup Farm CUP_042913

Attachments:

1. July 27, 2009, Bruentrup Heritage Farm Conditional Use Permit Resolution
2. Bruentrup Heritage Farm Premise Survey

MINUTES
MAPLEWOOD CITY COUNCIL
 6:30 p.m., Monday, July 27, 2009
 Council Chambers, City Hall
 Meeting No. 15-09

L. NEW BUSINESS

- 1. Approval Of Bruentrup Heritage Farm Conditional Use Permit Amendment To Allow**
 - a. Environmental Planner, Shann Finwall gave the report.
 - b. Parks & Community Development Director, DuWayne Konewko answered questions of the council.
 - c. City Clerk, Citizens Services Director, Karen Guilfoile answered questions of the council.
 - d. City Attorney, Alan Kantrud answered questions of the council.

Mayor Longrie asked if anyone wanted to speak regarding this item.

1. Robert Overby, representing the Historical Society.
2. Gary Pearson, Planning Commission member.
3. Richard Currie, Historic Preservation Commission Vice Chairperson
4. Mark Bradley, 2164 Woodlyn Avenue, Maplewood.
5. Carolyn Peterson, 1801 Gervais Avenue, Maplewood. Vice President of the Historical Society.
6. Mark Jenkins, 830 New Century Boulevard South, Maplewood.

Councilmember Rossbach moved to approve the resolution amending the Maplewood Area Historical Society's Conditional Use Permit for the use of the Bruentrup Heritage Farm Site (2170 County Road D) **Striking condition number 12.**

RESOLUTION 09-07-224
Maplewood Area Historical Society Conditional Use Permit Amendment
for the Bruentrup Heritage Farm

WHEREAS, the Maplewood Area Historical Society was granted a Conditional Use Permit on June 14, 1999, and July 28, 2002 for the society to operate a public facility on the Bruentrup Heritage Farm at 2170 County Road D. Bruentrup Heritage Farm is further described as a 2.36 acre site within the Maplewood Prairie Farm Neighborhood Preserve as defined in the April 6, 2009, lease boundary completed by the City of Maplewood Department of Public Works.

WHEREAS, the Maplewood Area Historical Society has submitted a proposal to amend their conditional use permit to allow for the subleasing of the Bruentrup Heritage Farm for non-historical fundraising events.

WHEREAS, on May 19, 2009, the planning commission held a public hearing to review the conditional use permit revision. After due published notice in the legal newspaper and notice of said hearing was mailed to surrounding property owners, and after considering all testimony from every person or persons wishing to speak or those who wished to submit written statements, and after considering reports and recommendations from city staff the planning commission tabled the item for review by the city's historical preservation commission.

WHEREAS, on May 21, 2009, the historical preservation commission reviewed the conditional use permit revision and recommended approval of the Maplewood Area Historical Commission's fundraising proposal.

WHEREAS, on July 7, 2009, the planning commission reviewed the historical preservation commission's recommendations and the conditional use permit amendment and recommended approval of the fundraising proposal, on the condition that all parking for these events be accommodated on site.

WHEREAS, on July 27, 2009, the city council reviewed the planning commission and historical preservation commission's recommendation and the conditional use permit amendment.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL approves 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 area 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, smoking, dust, odor, fumes, water or air pollution, drainage, water runoff, 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 and design.
9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions (additions to the original 1999 and 2002 conditional use permits are underlined if added and stricken if deleted):

1. Repeat this review in two years if the city has not issued a building permit for this project.
2. Before the city issues a building permit, the city engineer shall complete the necessary grading, drainage, utility and erosion control plans.
3. The applicant or contractor shall complete the following before occupying the buildings:
 - a. Replace property irons that are removed because of this construction.
 - b. Install reflectorized stop signs at all exits, a handicap-parking sign for each handicap-parking space and an address on the building.

- c. Construct a trash dumpster enclosure for any outside trash containers. The enclosures must be 100 percent opaque, match the color of the buildings and have a closeable gate that extends to the ground. If the trash container is not visible to the public it does not have to be screened.
 - d. Install site-security lighting as required by the code. The light source, including the lens covering the bulb, shall be concealed so the light source is not visible and so it does not cause any nuisance to drivers or neighbors.
4. If any required work is not done, the city may allow temporary occupancy if the city determines that the work is not essential to the public health, safety or welfare.
 5. All work shall follow the approved plans. The director of community development may approve minor changes.

New Conditions Which Apply to All Uses at the Bruentrup Heritage Farm:

6. Update the January 2008 Bruentrup Heritage Farm Master Plan to include correct site size, site conditions, parking references, and purpose and intent of uses including any large non-historical fundraising events.
7. When the parking lot located east of the site cannot accommodate parking for an event (i.e., events where there are more than 84 people based on 4 people per vehicle in the 21 space parking lot located to the east of the site) the society must supply off-site parking to accommodate the events.
8. Off-site parking at Salvation Army (78 parking spaces at 2080 Woodlyn Avenue):
 - a. The society must supply the city with a signed parking agreement between the society and the owners of the Salvation Army for the use of the parking lot.
 - b. Transportation of guests in a wagon pulled by a tractor to and from the Salvation Army parking lot (Woodlyn Avenue) on a trail through the Prairie Farm Neighborhood Preserve is only allowed during daytime hours.
 - c. The society must ensure safe pedestrian crossing at the intersection of Woodlyn Avenue and Ariel Street for visitors parking in the Salvation Army parking lot. Safe pedestrian crossing can involve temporary signs or crossing guards.
9. Off-site parking at Harbor Pointe (278 parking spaces at 2079 to 2127 County Road D):
 - a. The society must supply the city with a signed parking agreement between the society and the owners of Harbor Pointe which allows the use of this parking lot.
 - b. The society must ensure safe pedestrian crossing at the intersection of County Road D and Ariel Street for visitors parking in the Harbor Pointe parking lot. Safe pedestrian crossing can involve temporary signs or crossing guards.
10. Any large scale music proposed for any event on the site (such as DJs and bands) should be limited to inside the barn.
11. Use of the farm must comply with the city's noise ordinance which requires that no disturbing noises be generated before 7 a.m. and after 7 p.m.

- 12. In exchange for occasional use of the Bruentrup Heritage Farm site by the city, the city will allow the society the use of the Community Center at no charge for their annual fundraising Halloween Hoe Down.
- 13. The society will work with Maplewood city staff to coordinate the management of the oak savanna located west of the entry drive within the Bruentrup Heritage Farm site with the intent of continuing to manage that portion of the site as oak savanna.
- 14. The barn must be posted with a maximum occupancy of 290 people.

New Conditions Which Apply to the Subleasing of the Site by the Society for Large Non-Historical Fundraising Events:

- 15. Subleased large non-historical fundraising events are allowed six times per year.
- 16. Subleased large non-historical fundraising events are allowed from 10 a.m. to 10 p.m.
- 17. Parking for subleased large non-historical fundraising events in which alcohol will be served is limited to the parking lot on the east side of the site and the Harbor Pointe parking lot located about a block west of the site on the north side of County Road D.
- 18. Maximum number of occupants allowed *on site* for large non-historical fundraising events in which alcohol will be served is limited to 290 people.
- 19. Appropriate liquor licenses must be obtained prior to serving alcohol on the site.
- 20. The society must obtain the appropriate liability coverage for large non-historical fundraising events which holds the city harmless.
- 21. A rental agreement must be approved by the city which dictates hours of use, maximum number of people, location of parking, etc.

Seconded by Mayor Longrie.

Ayes – All

Councilmember Hjelle made a friendly amendment to remove the Halloween Hoe-Down from the discussion and address it separately.

Mayor Longrie accepted the friendly amendment regarding condition number 12. of the resolution be removed which stated In exchange for occasional use of the Bruentrup Heritage Farm Site by the city, the city will allow the society the use of the Community Center at no charge for their annual fundraising Halloween Hoe Down.

The friendly amendment was accepted by the motioners.

The motion passed.

Mayor Longrie moved that the staff review and bring back to the council options for memorializing that agreement including the idea that it may include an amendment to the current lease between the parties involved.

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

City of Maplewood
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
1902 East County Road B
Maplewood, Minnesota 55108
(651) 249-2400 FAX (651) 249-2408

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
GISEN W. LOVE, P.E., P.L.S.
DATE: 11/03/09 LICENSE NO. 41348

DESIGNED SWL
DRAWN JDR
CHECKED SWL

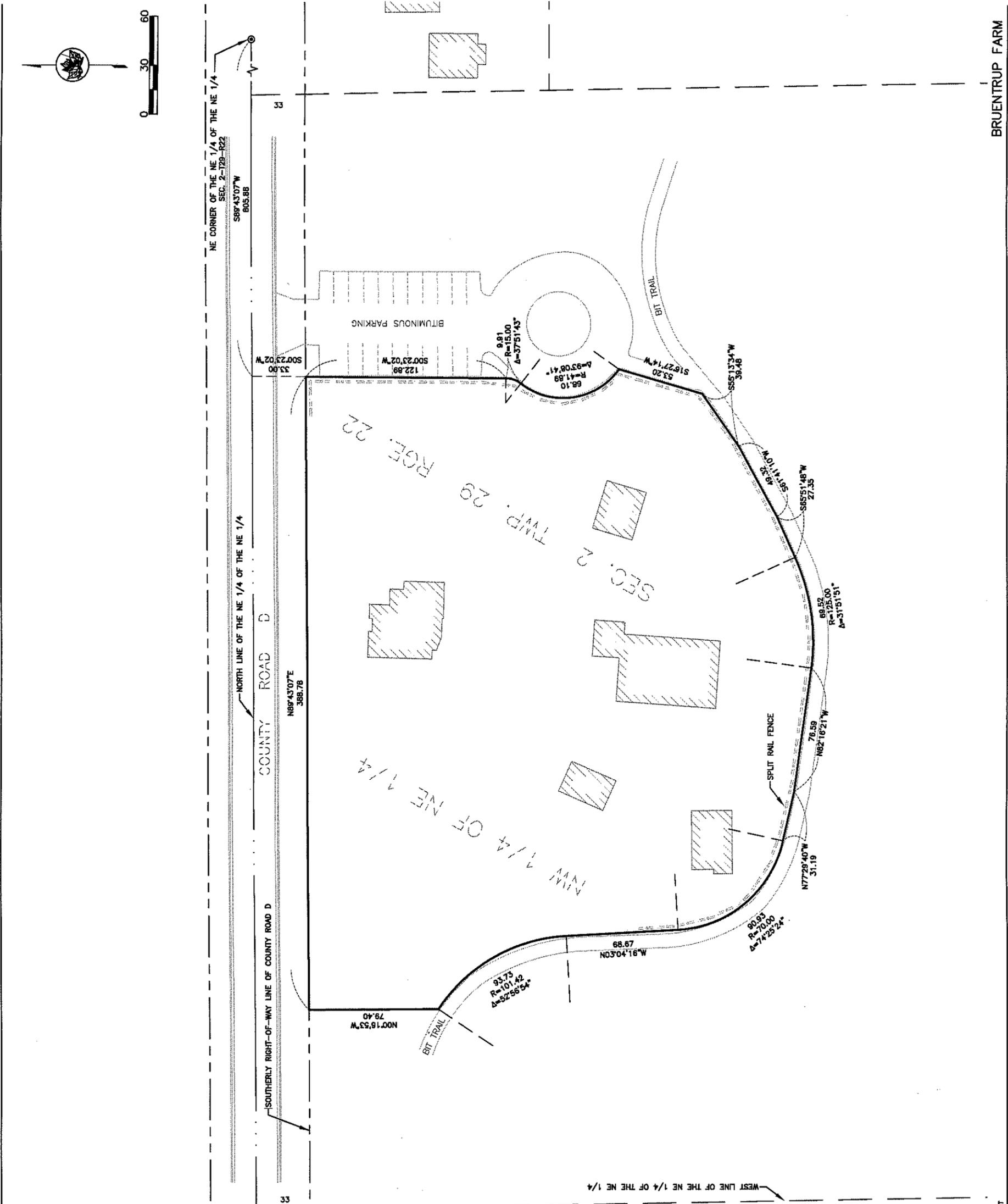
BRUENTRUP FARM
LEASE BOUNDARY

REVISION	DATE

RECORD DRAWING
BY: _____
DATE: _____

CARD NUMBER

SHEET NO.
1 OF 1



Proposed Lease Area:

A lease agreement over, under, and across all that part of the Northeast Quarter of the Northeast Quarter of Section 2, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter, thence South 89 degrees 43 minutes 07 seconds West, assumed bearing, along the north line of said Northeast Quarter of the Northeast Quarter a distance of 805.88 feet; thence North 00 degrees 23 minutes 02 seconds West a distance of 33.00 feet to the southerly right-of-way line of County Road D and the point of beginning of said lease agreement to be described: thence South 00 degrees 23 minutes 02 seconds West a distance of 122.89 feet; thence southwesterly a distance of 9.91 feet along a tangential curve concave to the northwest having a radius of 15.00 feet and central angle of 37 degrees 51 minutes 43 seconds; thence southerly a distance of 68.10 feet along a reverse curve concave to the east having a radius of 41.89 feet and a central angle of 93 degrees 08 minutes 41 seconds; thence South 16 degrees 27 minutes 14 seconds West, not tangent to said curve, a distance of 53.20 feet; thence South 55 degrees 13 minutes 34 seconds West a distance of 39.48 feet; thence South 61 degrees 41 minutes 10 seconds West a distance of 49.32 feet; thence South 65 degrees 51 minutes 48 seconds West a distance of 27.35 feet; thence westerly a distance of 69.52 feet along a tangential curve concave to the north having a radius of 125.00 feet and central angle of 31 degrees 51 minutes 51 seconds; thence North 82 degrees 16 minutes 21 seconds West, tangent to the last described curve, a distance of 76.59 feet; thence North 77 degrees 29 minutes 40 seconds West a distance of 31.19 feet; thence northwesterly and northerly a distance of 90.93 feet along a tangential curve concave to the northeast having a radius of 70.00 feet and a central angle of 74 degrees 25 minutes 24 seconds; thence North 03 degrees 04 minutes 16 seconds West, tangent to the last described curve, a distance of 68.67 feet; thence northerly and northwesterly a distance of 93.73 feet along a tangential curve concave to the southwest having a radius of 101.42 feet and central angle of 52 degrees 56 minutes 54 seconds; thence North 00 degrees 16 minutes 53 seconds West, not tangent to the last described curve, a distance of 79.40 feet to said southerly right-of-way line of County Road D; thence North 89 degrees 43 minutes 07 seconds East, along said southerly right-of-way line, a distance of 388.78 feet to the point of beginning.

PROPOSED LEASE AREA:
102759 SQUARE FEET
2.36 ACRES

MEMORANDUM

TO: James Antonen, City Manager
 FROM: Michael Martin, AICP, Planner
 Charles Ahl, Assistant City Manager
 SUBJECT: **Conditional Use Permit Review – Cottagewood Town House
 Development**
 LOCATION: South of Highwood Avenue, east of Dennis Street, west of I-494
 DATE: April 23, 2013

INTRODUCTION

Project Description

The conditional use permit (CUP) for the Cottagewood planned unit development (PUD) is due for review. This CUP is for a 15-unit town house PUD (planned unit development). Refer to the maps, plans and the city council minutes attached to this report.

BACKGROUND

On August 28, 2006, the city council made several approvals for this development. They included a revision to the planned unit development, a preliminary plat and a resolution ordering the public improvements. These approvals were subject to several conditions. (Please see the attached city council minutes)

On September 19, 2006, the community design review board approved the design plans for Cottagewood (subject to several conditions of approval).

On March 12, 2007, the city council approved the final plat for Cottagewood.

On September 24, 2007, the city council approved the PUD review.

On April 26, 2011, the community design review board approved the revised design plans for Cottagewood (subject to several conditions of approval).

On April 23, 2012, the city council reviewed this PUD and agreed to review it again in one year.

DISCUSSION

In 2006 and 2007 the city council gave several approvals for the Cottagewood Town House development. Since those approvals the original developer walked away from the project which had sat dormant for several years. In 2011, Tom Wiener of Cardinal Homebuilders took over the project and received community design review board approval for building plans to move forward with this development.

The previous contractor has completed the site grading, retaining walls, utilities and the base course for the private driveway. However, there was still some landscaping, curbing, paving and other site work the current developer has assumed responsibility for. Staff has been working with the developer

to ensure all council conditions are met while he proceeds with this development. Currently, the city has four active building permits for new houses within this development.

RECOMMENDATION

Review the conditional use permit (CUP) for the Cottagewood PUD again in one year or sooner if the owner proposes a major change to the site.

REFERENCE INFORMATION

SITE DESCRIPTION

Site size: 3.71 acres

Existing land use: Townhouse development (under construction)

SURROUNDING LAND USES

North: New Century development across Highwood Avenue

South: I - 494

West: Single dwellings on Ferndale Street

East: Single dwelling and cell phone tower

PLANNING

Existing Land Use Plan designation: R-3I (low-density multiple dwelling)

Existing Zoning: PUD (planned unit development)

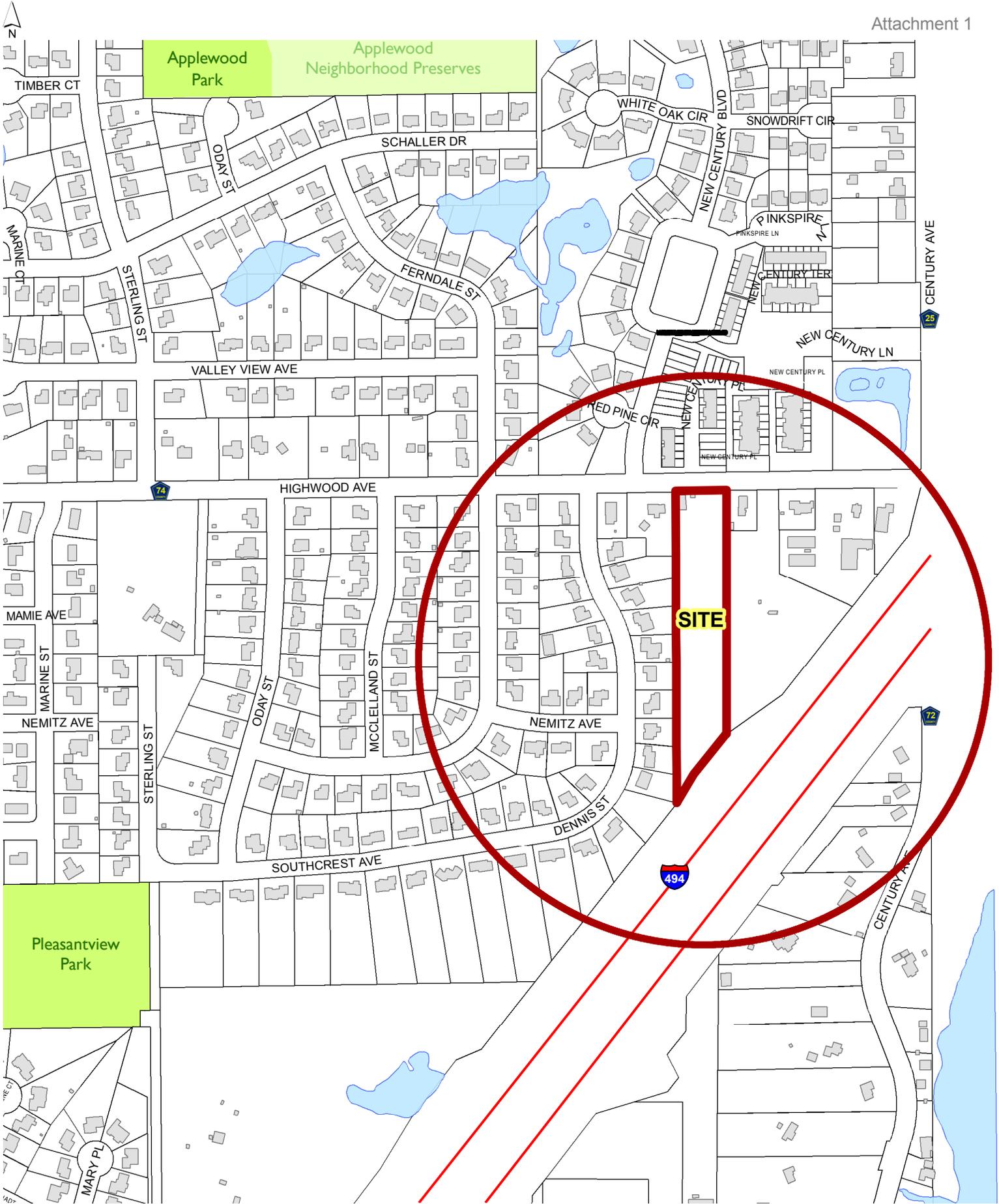
Criteria for Conditional Use Permit Approval

Section 44-1097(a) states that the city council may approve a CUP, based on nine standards.

p:\sec13-28\Cottagewood PUD Review_042913

Attachments:

1. Location Map
2. Address Map
3. Land Use Map
4. Property Line/Zoning Map
5. Final Plat
6. August 28, 2006 City Council minutes

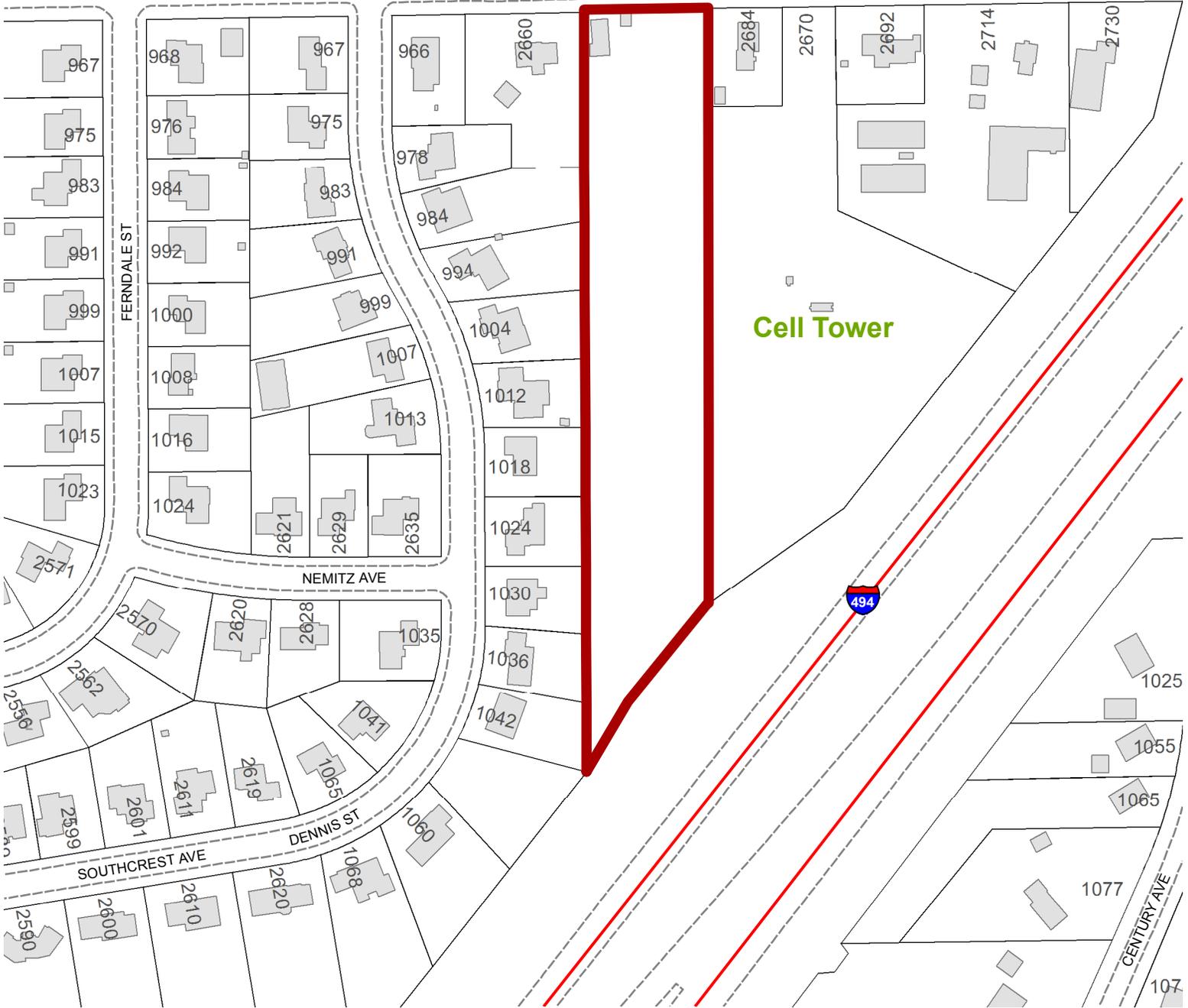


Location Map

Cottagewood

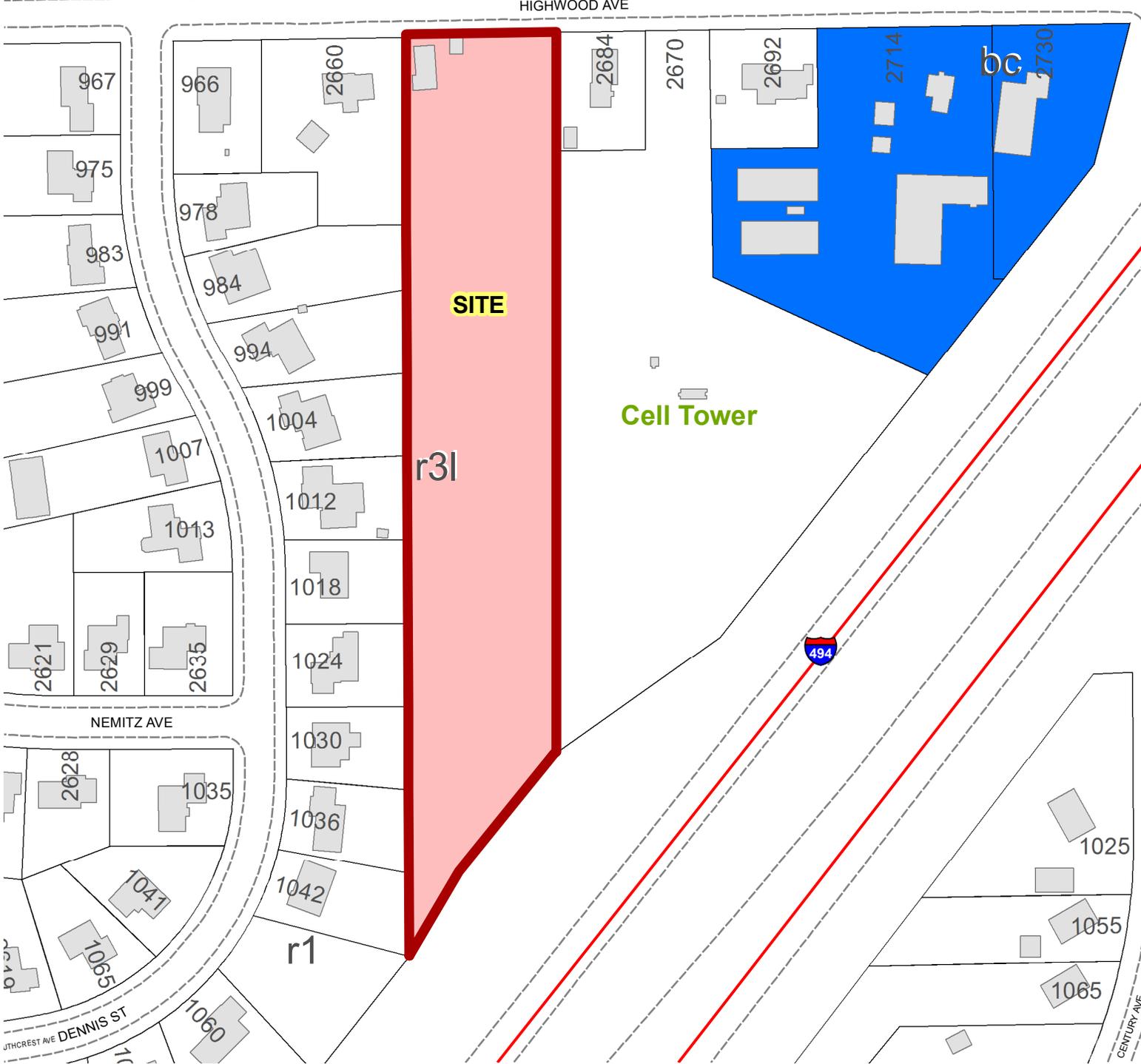
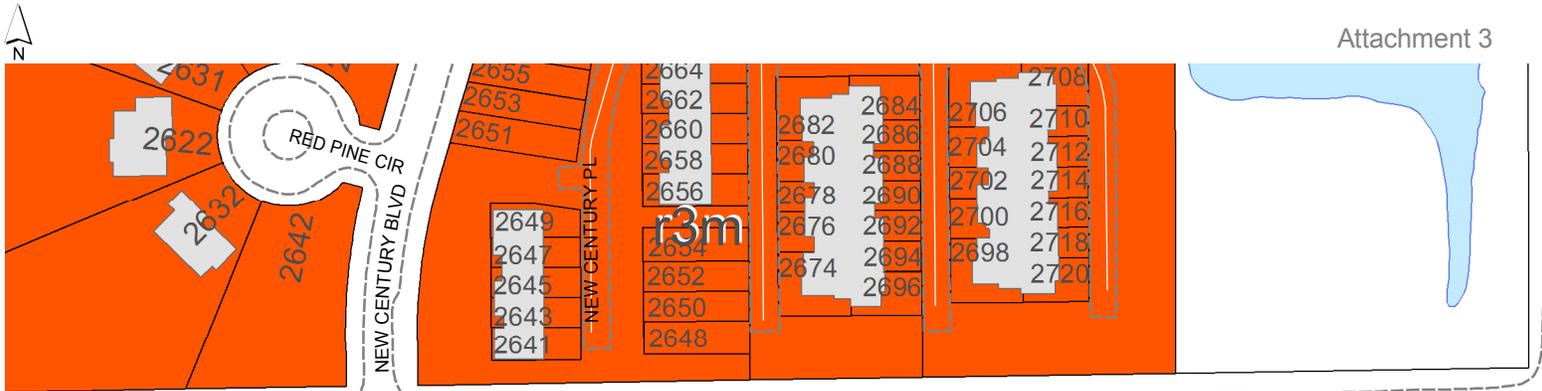


HIGHWOOD AVE



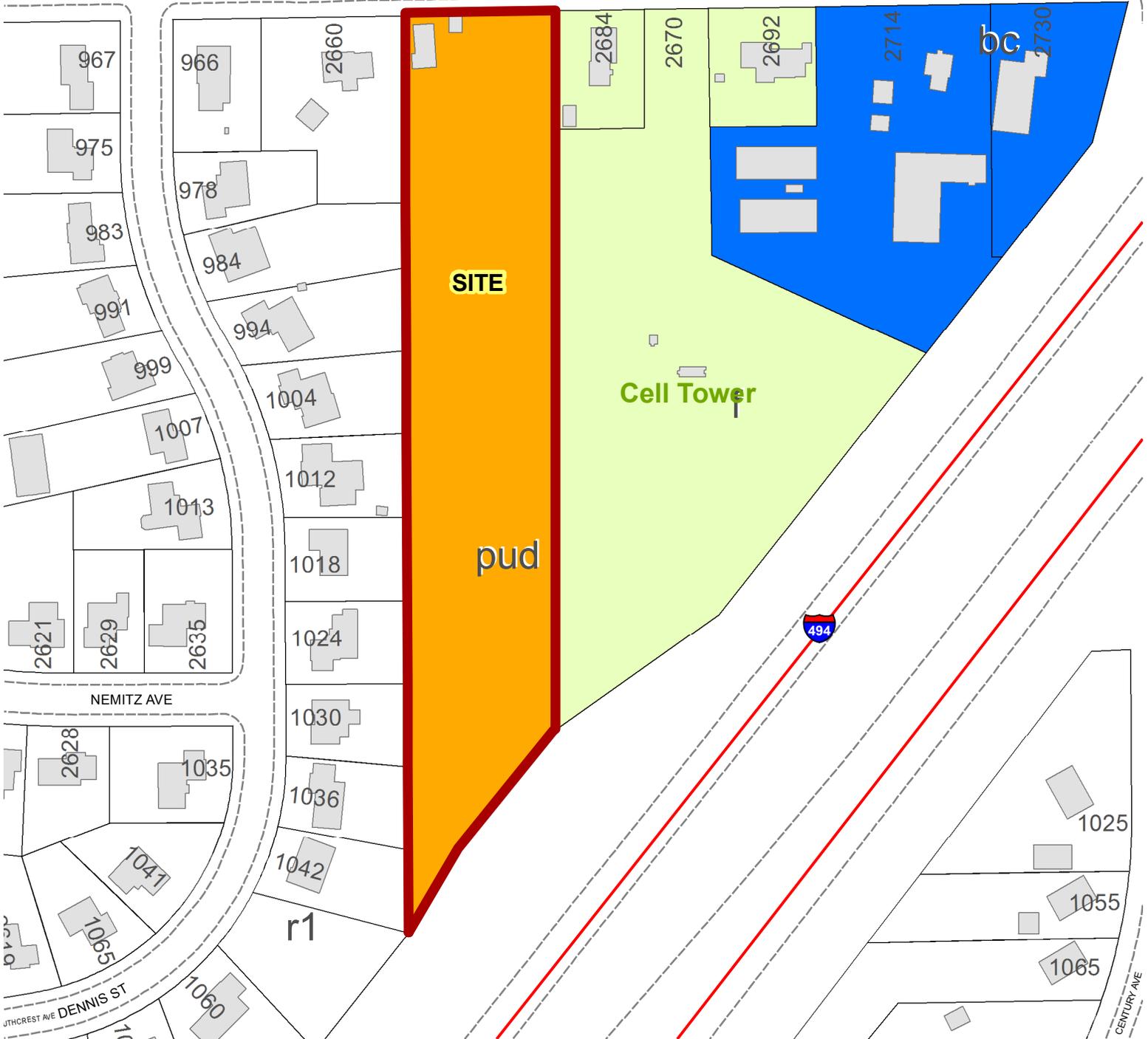
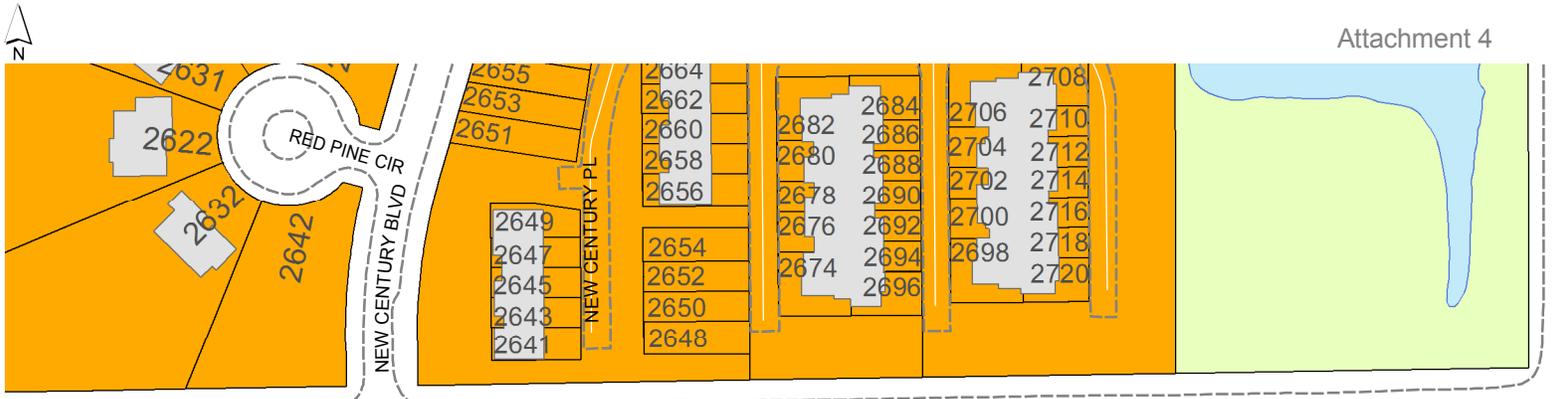
Address Map

Cottagewood



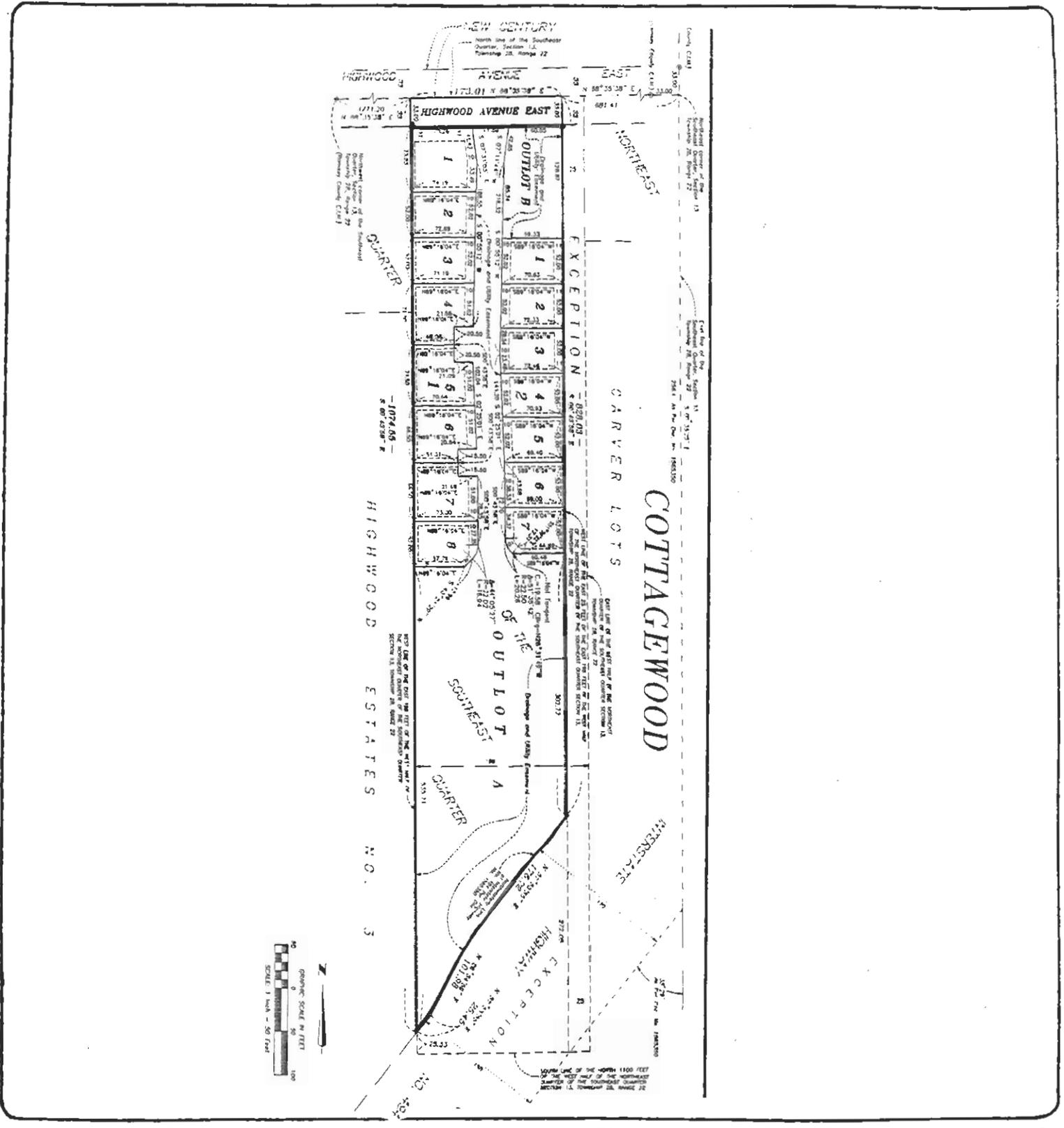
Land Use Map

Cottagewood



Zoning Map

Cottagewood



PROPOSED FINAL PLAT



MINUTES
MAPLEWOOD CITY COUNCIL
 7:00 P.M. Monday, August 28, 2006
 Council Chambers, City Hall
 Meeting No. 06-22

A. CALL TO ORDER

A meeting of the City Council was held in the Council Chambers, at City Hall, and was called to order at 7:10 P.M. by Mayor Longrie.

B. PLEDGE OF ALLEGIANCE**C. ROLL CALL**

Diana Longrie, Mayor	Present
Rebecca Cave Councilmember	Present
Erik Hjelle, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Will Rossbach, Councilmember	Present

H. PUBLIC HEARINGS

2. Cottagewood Subdivision Public Improvements, City Project 06-10
 Public Hearing 7:10 pm
 Cottagewood Town Houses (2666 Highwood Avenue)
 Conditional Use Permit for Planned Unit Development Revision
 Preliminary Plat
 Resolution Ordering Improvement (4 votes)

- a. Environmental Manager Konewko presented the public improvement report.
- b. Civil Engineer Kummer provided further specifics from the report.
- c. Commissioner Pearson presented the Planning Commission report.
- d. Planner Roberts presented the project approval report.
- e. Phil Soby, the applicant, 200 East Chestnut Street, Stillwater, was present for council questions.
- f. Mayor Longrie opened the public hearing (9:03 p.m.), calling for proponents or opponents. The following persons were heard:
 - Kip Johnson, Project Engineer for the Developer
 - Chris Gerke, 2660 Highwood Avenue East, Maplewood
 - Sharon Soby, Realtor and applicants wife
- g. Mayor Longrie closed the public hearing.

Councilmember Cave moved to approve the following resolution. This resolution approves a conditional use permit revision for a planned unit development for the property at 2666 Highwood Avenue to be known as Cottagewood. This site is on the south side of Highwood Avenue, east of Dennis Street. The city bases this approval on the findings required by code:

CONDITIONAL USE PERMIT REVISION RESOLUTION 06-08-105

WHEREAS, Mr. Phil Soby, representing the project developers, applied for a conditional use permit (CUP) revision for the Cottagewood residential planned unit development (PUD).

WHEREAS, this permit applies to the Cottagewood town house development plan the city received on July 7, 2006 for the property at 2666 Highwood Avenue. The legal description is:

Subject to State TH 100/117 and HWY 393, the north 1100 feet of the West 173 feet of the East 198 feet of the West ½ of the NE ¼ of the SE ¼ of Section 13, Township 28, Range 22, Ramsey County, Minnesota. (This is the property to be known as Lots 1-15 of the proposed Cottagewood)

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

1. On August 7, 2006, 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 persons at the hearing a chance to speak and present written statements. The commission also considered reports and recommendations of the city staff. The planning commission recommended that the city council approve the conditional use permit.
2. On August 28, 2006, the city council discussed the proposed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

NOW, THEREFORE, BE IT RESOLVED that the city council approve 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. All construction shall follow the plans for ~~48~~ 15 detached town houses as approved by the city. The city council may approve major changes to the plans. The Director of Community Development may approve minor changes to the plans. Such changes shall include:

a. Revising the grading and site plans to show:

(1) The developer minimizing the loss or removal of natural vegetation.

(2) All driveways at least 20 feet wide. If the developer wants to have parking on one side of the main driveway, then it must be at least 28 feet wide. However, widening of the driveway must not lessen the side setback of the driveway from the east property line.

(3) All parking stalls with a width of at least 9.5 feet and a length of at least 18 feet. Also, review and possibly revise the parking spaces and the turn-around area at the south end of the site to maximize the number of trees to be saved and to minimize the amount of hard surface area.

(4) Revised storm water pond locations and designs as suggested or required by the watershed district or city engineer. The ponds shall meet the city's design standards.

(5) The developer minimizing the loss or removal of natural vegetation including keeping and protecting as many of the large trees in the undisturbed area south of the town houses and parking areas.

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. Have the city engineer approve final construction and engineering plans. These plans shall meet all the conditions and changes noted in the engineer's memo dated July 28, 2006. These shall include:

~~a. Include grading, utility, drainage, erosion control, streets, trails, tree, retaining walls, driveway and parking lot plans.~~

a. The grading, utility, drainage, erosion control, streets, trails, tree, retaining walls, driveway and parking plans. This approval includes the design of the proposed private cul-de-sac.

b. Showing no grading or ground disturbance in the conservation easement. This land is to be preserved for open space purposes. The developer and contractors shall protect this area, including the large trees that are in and near the south side of the site, from encroachment from equipment, grading or filling.

c. Include a storm water management plan for the proposal.

4. The design of all ponds shall meet Maplewood's design standards and shall be subject to the approval of the city engineer. If needed, the developer shall be responsible for getting any off-site pond and drainage easements.

5. The developer or contractor shall:

a. Complete all grading for the site drainage and the ponds, complete all public improvements and meet all city requirements.

- b.* Place temporary orange safety fencing and signs at the grading limits.
 - c. Remove any debris or junk from the site, including the conservation area.
 - d Provide the city with verification that the town houses on the proposed site plan will meet the state's noise standards. This shall be with a study, testing or other documentation. If the noise on this site is a factor, then the contractor will have to build the town houses so that they can meet the noise standards. This may be done with thicker walls, heavier windows, requiring air conditioning or other sound-deadening construction methods. The developer shall provide the city with this documentation before the city will issue a building permit for the town houses.
6. The approved setbacks for the principal structures in the Cottagewood PUD shall be:
- a. Front-yard setback (from a public street or a private driveway): minimum - 20 feet, maximum – 35 feet
 - b. Rear-yard setback: 12 feet from any adjacent residential property line
 - c. Side-yard setback (town houses): minimum of six feet from a side property line and at least 12 feet between units.
7. The developer or builder will pay the city Park Access Charges (PAC fees) for each housing unit at the time of the building permit for each housing unit.
8. Submit the homeowner's association documents to city staff for review and approval.
9. The developer shall provide a permanent means to preserve and maintain the common open space. This may be done by conservation easement, deed restrictions, covenants or public dedication. The developer shall record this document with the final plat and before the city issues a permit for grading or utility construction.
10. The city council shall review this permit in one year.
11. This approval does not include the design approval for the townhomes or any signs. The project design plans, including architectural, signs, site, lighting, tree and landscaping plans, shall be subject to review and approval of the community design review board (CDRB). The projects shall be subject to the following conditions:
- a. Meeting all conditions and changes as required by the city council.
 - b. For the driveways:
 - (1) Minimum width - 20 feet.
 - (2) Maximum width - 28 feet.
 - (3) All driveways less than 28 feet in width shall be posted for "No Parking" on both sides. Driveways at least 28 feet wide may have parking on one side and shall be posted for No Parking on one side.
 - c. Showing all changes required by the city as part of the conditional use permit for the planned unit development (PUD).

12. The city shall not issue any building permits for construction on an outlot (per city code requirements). The developer must record a final plat to create buildable lots in the preliminary plat before the city will issue a building permit.

Seconded by Mayor Longrie
and Juenemann
Nay-Councilmember Rossbach

Ayes-Mayor Longrie, Councilmembers Cave, Hjelle,

Mayor Longrie moved to approve the Cottagewood preliminary plat (received by the city on July 7, 2006). The developer shall complete the following before the city council approves the final plat:

1. Sign an agreement with the city that guarantees that the developer or contractor will:

a. Complete all grading for overall site drainage, complete all public improvements and meet all city requirements.

b.* Place temporary orange safety fencing and signs at the grading limits.

c. Have Xcel Energy install Group V rate street lights in two locations - primarily at the street intersection and near the south end of the driveway. The exact style and location shall be subject to the city engineer's approval.

d. Pay the city for the cost of traffic-control, street identification and no parking signs.

e. Provide all required and necessary easements, including any off-site easements.

f. Demolish or remove the existing house and garage from the site, and remove all other buildings, fencing, trailers, scrap metal, debris and junk from the site.

g. Cap and seal all wells on site that the owners are not using; remove septic systems or drainfields, subject to Minnesota rules and guidelines.

h. Complete all the curb and gutter on Highwood Avenue on the north side of the site. This is to replace the existing driveways on Highwood Avenue and shall include the restoration and sodding of the boulevards.

i. Install a sign where the new driveway intersects Highwood Avenue indicating that it is a private driveway.

j. Install survey monuments and signs along the edges of the conservation easement area. These signs shall explain that the area beyond the signs is a conservation easement area and that there shall be no building, fences, mowing, cutting, filling, dumping or other ground disturbance in that area. The developer or contractor shall install these signs before the city issues building permits in this plat.

2. Have the city engineer approve final construction and engineering plans. These plans shall include grading, utility, drainage, erosion control, driveway, trail, tree, and street plans. The plans shall meet all the conditions and changes listed in the memo from Michael Thompson dated July 28, 2006, and shall meet the following conditions:

a. The erosion control plans shall be consistent with the city code.

b. The grading plan shall show:

- (1) The proposed building pad elevation and contour information for each building site. The lot lines on this plan shall follow the approved preliminary plat.
- (2) Contour information for all the land that the construction will disturb.
- (3) Building pads that reduce the grading on sites where the developer can save large trees.
- (4) The proposed street and driveway grades as allowed by the city engineer.
- (5) All proposed slopes on the construction plans. The city engineer shall approve the plans, specifications and management practices for any slopes steeper than 3:1. On slopes steeper than 3:1, the developer shall prepare and implement a stabilization and planting plan. At a minimum, the slopes shall be protected with wood-fiber blanket, be seeded with a no-maintenance vegetation and be stabilized before the city approves the final plat.
- (6) All retaining walls on the plans. Any retaining walls taller than four feet require a building permit from the city. The developer shall install a protective rail or fence on top of any retaining wall that is taller than four feet.
- (7) Sedimentation basins or ponds as required by the watershed board or by the city engineer.
- (8) No grading beyond the plat boundary without temporary grading easements from the affected property owner(s).
- (9) As little grading as possible west and south of the town houses. This is to keep as many of the existing trees on the site as is reasonably possible.

c. The street, driveway and utility plans shall show:

- (1) The driveway shall be a nine-ton design with a maximum grade of eight percent and the maximum grade within 75 feet of the intersection at two percent.
- (2) The street (driveway) with continuous concrete curb and gutter, except where the city engineer determines that curbing is not necessary for drainage purposes.
- (3) The removal of the unused driveways and the completion of the curb and gutter on the south side of Highwood Avenue and the restoration and sodding of the boulevards.
- (4) The coordination of the water main alignments and sizing with the standards and requirements of the Saint Paul Regional Water Services (SPRWS). Fire flow requirements and hydrant locations shall be verified with the Maplewood Fire Department.
- (5) All utility excavations located within the proposed right-of-ways or within easements. The developer shall acquire easements for all utilities that would be outside the project area.
- (6) The plan and profiles of the proposed utilities.
- (7) A detail of any ponds, the pond outlets and the rainwater gardens. The contractor shall protect the outlets to prevent erosion.

(8) The minimum cul-de-sac size to meet the public safety needs while preserving as many trees as possible.

d. The drainage plan shall ensure that there is no increase in the rate of storm water run-off leaving the site above the current (predevelopment) levels. The developer's engineer shall:

- (1) Verify inlet and pipe capacities.
- (2) Submit drainage design calculations.

e.* The tree plan shall:

(1) Be approved, along with the landscaping, by the Community Design Review Board (CDRB) before site grading or final plat approval.

(2) Show where the developer will remove, save or replace large trees. This plan shall include an inventory of all existing large trees on the site.

(3) Show the size, species and location of the replacement and screening trees. The deciduous trees shall be at least two and one half (2 ½) inches in diameter and shall be a mix of red and white oaks, ash, lindens, sugar maples or other native species. The coniferous trees shall be at least eight (8) feet tall and shall be a mix of Black Hills Spruce, Austrian pine and other species.

(4) Show no tree removal in the buffer zones, conservation easement, or beyond the approved grading and tree limits.

(5) Include for city staff a detailed tree planting plan and material list.

(6) Group the new trees together. These planting areas shall be:

- (a) near the ponding areas
- (b) on the slopes
- (c) along the west side of the site to screen the proposed buildings from the homes to the west

(7) Show the planting of at least 37 trees after the site grading is done.

3. Change the plat as follows:

a. Add drainage and utility easements as required by the city engineer. This shall include showing a 20-foot-wide drainage and utility easement along the north side of Lot 15.

b. Show drainage and utility easements along all property lines on the final plat. These easements shall be ten feet wide along the front and rear property lines and five feet wide along the side property lines.

c. Label the common areas as an outlot or as outlots.

d. If allowed, show the conservation easement on the final plat.

4. Pay for costs related to the engineering department's review of the construction plans.

5. Secure and provide all required easements for the development including any off-site drainage and utility easements. These shall include, but not be limited to, an easement for the culvert draining the pond at the northwest corner of the plat.

6. The developer shall complete all grading for public improvements and overall site drainage. The city engineer shall include in the developer's agreement any grading that the developer or contractor has not completed before final plat approval.

7. Sign a developer's agreement with the city that guarantees that the developer or contractor will:

a. Complete all grading for overall site drainage, complete all public improvements and meet all city requirements.

b.* Place temporary orange safety fencing and signs at the grading limits.

c. Provide for the repair of Highwood Avenue (street, curb and gutter and boulevard) after the developer connects to the public utilities and builds the private driveway.

8. Record the following with the final plat:

a. All homeowner's association documents.

b. A covenant or deed restriction that prohibits any further subdivision or splitting of the lots or parcels in the plat that would create additional building sites.

c. A covenant or deed restriction that prohibits any additional driveways (besides the one new driveway shown on the project plans) from going onto Highwood Avenue.

d. The conservation easement for the undisturbed area of the site.

The applicant shall submit the language for these dedications and restrictions to the city for approval before recording. The city will not issue a building permit until after the developer has recorded the final plat and these documents and covenants.

9* Submit the homeowners association bylaws and rules to the director of community development. These are to assure that there will be one responsible party for the maintenance of the common areas, outlots, private utilities, driveways, retaining walls and structures.

10. Obtain a permit from the Ramsey-Washington Metro Watershed District for grading.

11. If the developer decides to final plat part of the preliminary plat, the interim director of community development may waive any conditions that do not apply to the final plat.

12. The developer shall complete all grading for public improvements and overall site drainage. The city engineer shall include in the developer's agreement any grading that the developer or contractor has not completed before final plat approval.

*The developer must complete these conditions before the city issues a grading permit or approves the final plat.

Seconded by Mayor Longrie

Ayes-Mayor Longrie, Councilmembers Cave, Hjelle,
and Juenemann
Nay-Councilmember Rossbach

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
Charles Ahl, Assistant City Manager
SUBJECT: Conditional Use Permit Review, T-Mobile Cellular Telephone Tower – Harmony Learning Center
LOCATION: 1961 County Road C East
DATE: April 23, 2013

INTRODUCTION

The conditional use permit (CUP) for the telecommunications monopole at 1961 County Road C East is due for review. The CUP is to operate a monopole on the site with ground equipment. (See the maps and the city council minutes attached to this report.) The city council reviewed this permit at its meeting in December 2012 and required the CUP to come back for review at a council meeting in April.

BACKGROUND

On December 14, 2009, the council approved the following for this site:

1. A conditional use permit (CUP) for a tower and related equipment at a school. Section 44-1321(b)(2)b of the city code requires a conditional use permit for communications towers located at a school
2. The tower design and site plan.

On December 13, 2010, the city council reviewed the CUP and agreed to review again in one year to ensure continued compliance.

On November 28, 2011, the city council reviewed the CUP and agreed to review again in one year to ensure continued compliance.

On December 10, 2012, the city council reviewed the CUP and required it to come back to a council meeting in April 2013.

DISCUSSION

During the summers of 2011 and 2012, staff has inspected the site and has routinely found the required vegetation either dead or not healthy. The applicant has been quick to respond and replace dead vegetation. However, when the council review this CUP in December 2012 there was a desire to get a commitment from the applicant on how they will ensure the replaced vegetation will survive. The applicant has submitted a letter, which is attached to this report, where it states they will replace all the vegetation and commit to a watering plan. Because of the late spring, the applicant has yet to be able to replace the vegetation on site but will be doing so later this spring. Staff recommends reviewing this permit again in one year to ensure the site continues to meet the conditions of approval and that the landscaping remains healthy.

RECOMMENDATION

Review the CUP for the monopole at 1961 County Road C East again in one year.

P:\SEC2S\1961 Co Rd C\Monopole CUP\TMobile_CUPReview_042913

Attachments:

1. Location Map
2. Site Plan, dated October 14, 2009
3. December 14, 2009 CUP Conditions
4. Approved Landscaping Plan
5. Applicant letter, dated April 23, 2013

T-Mobile — Request for Conditional Use Permit and CDRB Review



Figure One — Location Map
City of Maplewood
April 8, 2009

MINUTES
MAPLEWOOD CITY COUNCIL
 6:30 p.m., Monday, December 14, 2009
 Council Chambers, City Hall
 Meeting No. 24-09

L. NEW BUSINESS

1. **T-Mobile Tower – Conditional Use Permit And Design Review, 1961 County Road C (This item was heard out of order before L1. due to the request of Mayor Longrie)**

Councilmember Rossbach recused himself from the discussion due to a potential conflict of interest.

- a. Planner, Michael Martin gave the report and answered questions of the council.
- b. CDRB Boardmember, Mike Mireau, 1884 Ferndale Street, Maplewood gave the report from the CDRB.
- c. Attorney, Julie Perrus, Larkin, Hoffman, Daly & Lindgren, addressed and answered questions of the council.
- d. RF Engineer with T-Mobile, Thierry Colson addressed and answered questions of the council.
- e. Pat Conlin, FMHC Corporation addressed answered questions of the council.
- f. Linda Olson, 2005 County Road C East, Maplewood addressed and answered questions of the council.

Mayor Longrie opened the discussion to the public. The following person was heard.

1. Mark Jenkins, 830 New Century Boulevard South, Maplewood addressed the council.

Councilmember Nephew moved to approve the Conditional Use Permit and Design Review for T-Mobile Tower at 1961 County Road C. (With the exception that the fencing be an 8 foot non-chainlink fence and a couple different alternative fencing materials should be provided and brought to the CDRB for review. The material should be something that weathers better than cedar fencing. Also that if any landscaping or plantings that die they be replaced pursuant city policy and standards.

CONDITIONAL USE PERMIT REVISION RESOLUTION 09-12-303

WHEREAS, Amy Dresch, of FMHC Corporation and representing T-Mobile, applied for a conditional use permit to install a 75-foot-tall telecommunications tower and related equipment.

WHEREAS, this permit applies to 1961 County Road C East. The legal description is:

That part of the Southwest ¼ of Section 2, Township 29, Range 22, Ramsey County. More particularly described as: Beginning at the intersection of White Bear Avenue and the South link of Said Southwest 1/4; thence northerly on said center line 420.55 feet; thence east parallel with

said South line 311 feet; thence northerly parallel with said center line 140 feet; thence north 107.07 feet, thence east 391.55 feet to a point 658.95 feet north of said South line; thence to said South line at a point 200 feet west of said $\frac{1}{4}$ corner; then West to the point of beginning.

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

1. On May 19, 2009, 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 persons at the hearing a chance to speak and present written statements. The commission also considered reports and recommendations of the city staff. The planning commission tabled their review and directed the applicant to consider alternative locations for the proposed telecommunications tower.
2. On November 17, 2009, the planning commission continued their review of the proposed conditional use permit for a telecommunications tower and recommended that the city council approve this request.
3. On December 14, 2009, the city council discussed the proposed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

NOW, THEREFORE, BE IT RESOLVED that the city council approved the above-described conditional use permit revision, 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. All construction shall follow the site plan approved by the city. Community development staff may approve minor changes.
2. The proposed construction 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.
3. The city council shall review this permit in one year.
4. This conditional use permit is conditioned upon T-Mobile allowing the collocation of other provider's telecommunications equipment on the proposed tower. T-Mobile shall submit a letter to staff allowing collocation before a building permit can be issued.
5. If any required landscaping dies plantings must be replaced per city policy and standards.

The Maplewood City Council approved this resolution on December 14, 2009.

Mayor Longrie added a friendly amendment that the provision that any landscaping or plantings that die that they be replaced pursuant city policy and standards.

Seconded by Mayor Longrie.

Ayes – Mayor Longrie,
Councilmember

Nephew

Nay – Councilmember

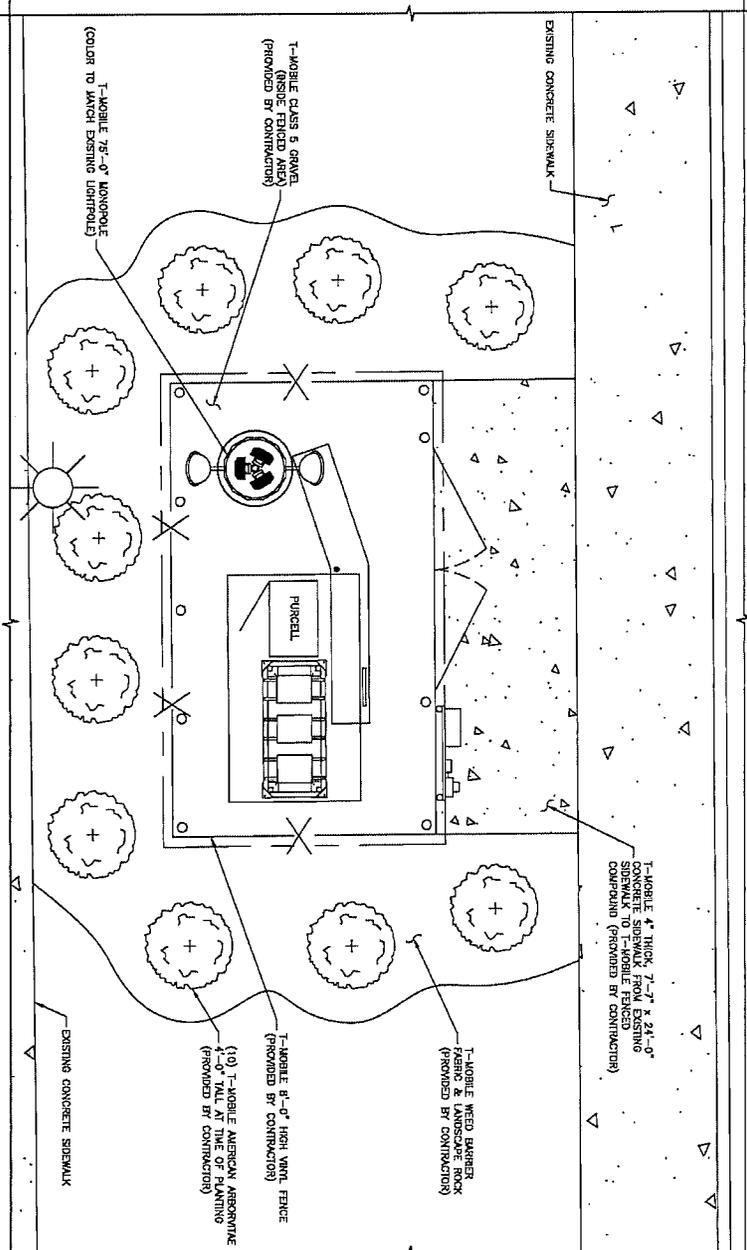
Juenemann

Councilmember Nephew accepted the friendly amendment.

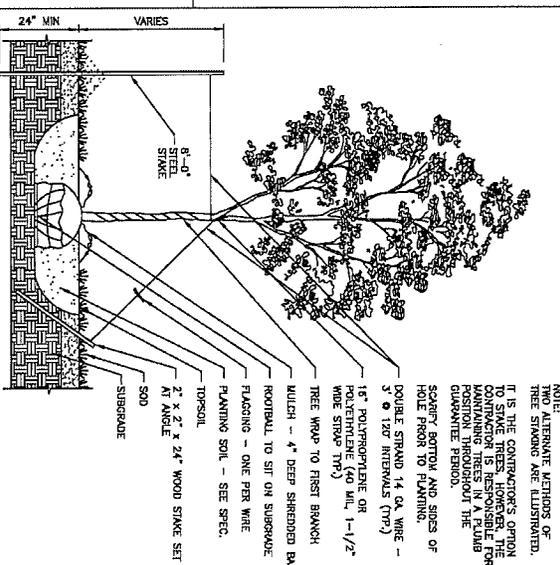
Councilmember Rossbach had recused himself from the agenda item.

Councilmember Hjelle left the meeting at 9:10 p.m. and was not present to vote on this.

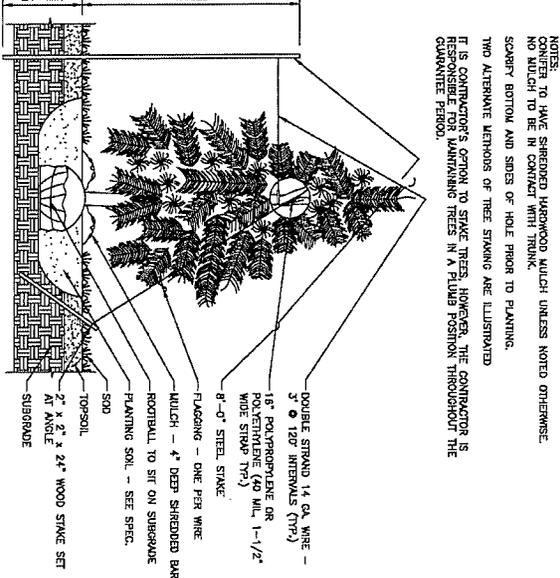
The motion passed.



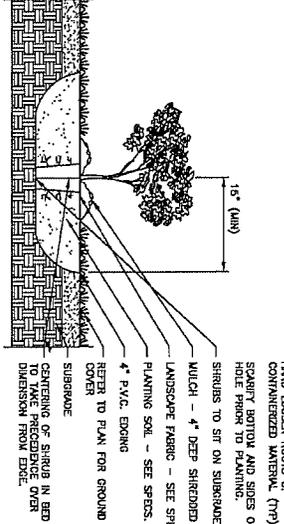
DECIDUOUS TREES



CONIFEROUS TREES



SHRUB



PLANT SCHEDULE

CODE	QTY	COMMON NAME	SIZE	ROOT	REMARKS
A 10	-	AMERICAN ARBORVITAE	4'	B&B	STRAIGHT LEADER
-	-	-	-	-	-
-	-	-	-	-	-

LANDSCAPE NOTES

1. REFER TO SITE PLAN FOR DIMENSIONS AND SITE DATA.

GENERAL NOTES

1. LANDSCAPE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS ON PROPERTY WITH THE GENERAL CONTRACTOR AND BY CALLING GOPHER STATE ONE CALL (651-454-0002) PRIOR TO STAKING PLANT LOCATIONS.

2. COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

3. WHERE EXISTING TREES AND/OR SIGNIFICANT SHRUBS MASSONS ARE FOUND ON SITE, WHETHER SHOWN ON THE DRAWING OR NOT, THEY SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED AND/OR ARE IN AN AREA TO BE GRADED. ANY QUESTION REGARDING WHETHER PLANT MATERIAL SHOULD REMAIN OR NOT SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.

4. ALL EXISTING TREES TO REMAIN TO BE FERTILIZED AND PRUNED TO REMOVE DEAD WOOD AND DAMAGED OR RUBBING BRANCHES.

5. B&B TREES AND SHRUBS ARE BALLED AND BURLAPPED.

6. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.

7. ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.

8. CONTRACTOR IS RESPONSIBLE FOR OBTAINING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL THE END OF OWNER'S CARE PERIOD. CONTRACTOR SHALL MAKE SURE THAT ALL PLANTS ARE PROPERLY WATERED AND MAINTAINED THROUGHOUT THE CARE PERIOD.

9. CONTRACTOR SHALL PROVIDE A WRITTEN REPORT FOR THE OWNER ACCEPTANCE INSPECTION.

10. WARRANTY FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS, NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

11. CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE WITH ALL REPLACEMENTS TO BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.

12. AREA OF DISTURBANCE FOR SEEDING SHALL BE FIELD VERIFIED AT CONCLUSION OF CONSTRUCTION.

13. SEED SHALL BE APPLIED AT 250#/1000 SQ FT AND IMPREGNATED INTO THE SOIL AND COVERED WITH A STRAW MULCH.

PLANTING SPECIFICATIONS

1. PLANTING BED PREPARATION: ALL WASH PLANTING BEDS SHALL BE TILLED TO A MINIMUM DEPTH OF 10" AND AMENDMENTS SHALL BE APPLIED AFTER CULTIVATION.
 2. BACKFILL SOIL: USE SOIL EXCAVATED FROM PLANTING HOLES AND PROVIDE AMENDMENTS, REMOVE ALL DEBRIS INCLUDING ROCKS LARGER THAN 3" DIAMETER.
 3. FERTILIZATION: ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL OR OTHER SPECIFIED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS.
 4. MULCH MATERIAL: AS SPECIFIED ON THE LANDSCAPE PLANS, LAY MULCH ALL PLANTING BEDS TO 3" DEPTH OVER MULCH WEDD BARRIER FABRIC, ALL EXCEPTED AND DECIDUOUS TREES TO RECEIVE 6" DEEP SHREDED HARDWOOD MULCH WITH NO GULLER IN CONTACT WITH THE TRUNK.
 5. TREE STAKING: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKE ANY AND/OR GUY THE TREES ACCORDING TO THE DETAILS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE EVERY STEP NECESSARY TO MAINTAIN THE TREES AND SHRUBS IN AN UPRIGHT AND PLUMB CONDITION AT ALL TIMES UNTIL THE END OF THE PLANT GUARANTEE PERIOD ESPECIALLY WHERE WINDLOADS, SOIL OR WIND CONDITIONS ARE A PROBLEM.
 6. TREE WAPPING: WAPPING MATERIALS SHALL BE QUALITY HEAVY WATERPROOF GREY PAPER MANUFACTURED FOR THIS PURPOSE. WAP ALL DECIDUOUS TREES PLANTED IN THE FALL FROM 12-1" AND WAP ALL WINDPROOF AFTER 5-1".
 7. ROBERT PROTECTION: PROVIDE ON ALL TREES, EXCEPT SPRUCE UNLESS OTHERWISE SPECIFIED.
 8. PLANTING PLAN: ALL PLANTING PLANS SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLANS. PLANT TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES, RESPECT STATED DIMENSIONS DO NOT SCALE DIMENSIONS.
- PLANTING NOTES**
1. NO PLANTING TO BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
 2. ALL PLANT MATERIAL LOCATIONS MUST BE REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY AND ALL DIGGING.
 3. IF THE LANDSCAPE CONTRACTOR PERCEIVES ANY DEFICIENCIES IN THE PLANT RESPONSES, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT MATERIAL ESTABLISHMENT, SIGNAL OR GUARANTEE, THEY SHALL BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 4. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD, SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.
 5. ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS.
 6. ONE SHRUB PER TYPE AND SIZE IN EACH PLANTING BED AND EVERY TREE SHALL BE CLEARLY IDENTIFIED (COMMON OR LATIN NOMENCLATURE) WITH A PLASTIC TAG WHICH SHALL NOT BE REMOVED PRIOR TO OWNER ACCEPTANCE.
 7. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.

REVISION DESCRIPTION

REV	DATE	DESCRIPTION
1	02/04/10	ISSUED FOR CONSTRUCTION

DESIGN APPROVED BY: [Signature]

DATE: 2/10/10

REFERENCE DRAWINGS

NO	DESCRIPTION

PRODUCT INFO

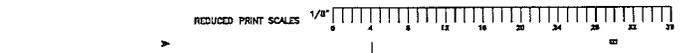
DESIGNED BY	DATE	DESIGNED BY	DATE
N. FERRELLS	02/04/10	N. FERRELLS	02/04/10

APPROVED BY: [Signature]

DATE: [Date]

SCALE: DRAWING NUMBER: [Number]

HARMONY LEARNING CENTER
ATIN609
LANDSCAPING PLAN
1961 COUNTY ROAD C
MAYLEWOOD, MINNESOTA



Mobile
MINNEAPOLIS MARKET

NOTICE: THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF T-MOBILE. UNLESS OTHERWISE INDICATED, ALL RIGHTS ARE RESERVED. NO PART OF THIS DRAWING, IN WHOLE OR IN PART, MAY BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, FOR ANY PURPOSE OTHER THAN WHICH IT IS DESIGNED.

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

Signature: *Nancy Hoffman*
Title: *Principal Engineer*
No. *43187*

GO to online service website
GOPHER STATE ONE CALL
MIN. STATE AREA 651-454-0002
N.W. TELL FIRM 1-800-552-1130



April 23, 2013

Mr. Martin,

Attached is the original landscaping plan approved by the city in 2010. We will replant (10) 4' Arborvitae around the existing compound fence. The shrubs will be watered and fertilized upon installation. We will keep the shrubs watered on a bi-weekly basis or as conditions require for the first 3 months. Once the plants are established we will have the shrubs watered on an as needed basis.

We will make sure the landscaper provides us with a 1 yr. guarantee of the shrubs survival. If that is not achieved we will have them replaced as soon as weather permits.

Thank you,
Jeremy Herrick
Operations Manager
SBA Communications

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Shann Finwall, Environmental Planner
SUBJECT: **Approval of the Submission of a Community Powers Grant for the Proposed Plastic Bottle Waste Reduction Project at the Community Center**
DATE: April 23, 2013 for the April 29 City Council Meeting

INTRODUCTION

The Solid Waste Management Coordinating Board manages the Community Powers grant program. The program looks for new and innovative ways to educate and actively engage residents in changing their behaviors in purchasing, reusing, and hazardous waste disposal in order to reduce waste. Applicants must partner with non-profit organizations to reach individuals who are not currently aware of waste and toxicity reduction and recycling practices.

The City of Maplewood is partnering with the Friends of Maplewood Nature on the submittal of a Community Powers grant application for a Plastic Bottle Waste Reduction Project at the Maplewood Community Center. The goal of the project is to reduce or eliminate the use of bottled water at the Community Center while decreasing waste and increasing recycling. Activities covered by the \$7,750 grant application include retrofitting four water fountains at the Community Center with water bottle filling stations, creation of educational displays and signs, purchase of reusable water bottles, programming and green events.

DISCUSSION

The Friends of Maplewood Nature were formed in 2007 as a nonprofit 501(c)(3) to benefit the mission of the City of Maplewood's Nature Center. The Nature Center's mission is to enhance awareness and understanding of land, water and wildlife resources; to empower the community to become stewards of the environment; and to participate in sustainability projects for the City of Maplewood. The Project is of interest to the Friends because it will serve as an outlet for educating residents of Maplewood and surrounding communities on the environmental impacts of bottled water and the importance of waste reduction and recycling.

BUDGET IMPACT

The grant request is for \$7,750 with no matching funds required. Grant awards will be announced the week of May 20, with the project running from August 2013 through August 2014.

RECOMMENDATION

It is recommended that City Council approve the submission of a Community Powers Grant for the proposed Plastic Bottle Waste Reduction Project at the Community Center (Attachment 1).

Attachment:

1. Community Powers Grant Application

Community POWER 2013 Proposal Cover Page

Print this document double-sided to reduce waste.

Organization Name: Friends of Maplewood Nature and the City of Maplewood

Address: 2659 East Seventh/1830 County Road B East

City: Maplewood

Zip: 55119/55109

County: Ramsey

Phone: 651-303-2165/651-249-2304/651-249-2305

Website: <http://maplewoodnature.blogspot.com> and
www.ci.maplewood.mn.us

Is your organization a 501(c) is a tax-exempt, nonprofit corporation or association?

Yes, Friends of Maplewood Nature is a 501(c) tax-exempt, nonprofit organization.

Please check the appropriate box:

- Our organization **has never received** funding from the Solid Waste Management Coordinating Board's Community POWER grant program.
- Our organization **has received** funding from the Solid Waste Management Coordinating Board's Community POWER grant program. Please list the year(s) that funding was received: _____.

PROJECT INFORMATION

Project Title: Plastic Bottle Waste Reduction Project

Waste Issue(s) Addressed (check all that apply):

X Waste Red. Toxicity Red. X Recycling Composting X Green Events

Executive Summary: (summarizes the main goal and activities of your project; 50 words or less)

The Maplewood Community Center, 2100 White Bear Avenue, has 2,800 members with 259,000 visits in 2012. Activities include retrofitting four water fountains at the Community Center with water bottle filling stations. The goal is to provide education about environmental impacts of bottled water and the importance of waste reduction and recycling.

GEOGRAPHIC AREA SERVED

SWMCB serves the six metro counties of Anoka, Carver, Dakota, Hennepin, Ramsey and Washington. **Check the county that your project will primarily reach** (at minimum 25% of your audience).

- | | | |
|-----------------------------------|--|-------------------------------------|
| <input type="checkbox"/> Anoka | <input type="checkbox"/> Carver | <input type="checkbox"/> Dakota |
| <input type="checkbox"/> Hennepin | <input checked="" type="checkbox"/> Ramsey | <input type="checkbox"/> Washington |

FUNDING REQUEST

State the amount of funding you are requesting (up to \$12,000 maximum):
\$7,750

INSURANCE REQUIREMENTS

SWMCB requires general liability insurance coverage of at least \$1,500,000; automotive liability coverage of at least \$1,500,000; professional liability insurance coverage of at least \$1,500,000; and workers' compensation coverage or certification of excluded employment from workers' compensation requirements. If applicants do not have the insurance coverage listed above, SWMCB may be willing to provide waivers. For questions on insurance coverage contact Kate Bartelt at 651-222-7227 or via email at KBartelt@rranow.com.

Check one of the following:

- Our organization holds ALL the required insurance policies at the required coverage limits.
- Our organization holds the required insurance policies for the following: _____

And/Or

- Our organization will seek a waiver from the SWMCB for one or more of the required insurance policies. List which policy(ies) you will be seeking a waiver: _____

CONTACT INFORMATION

Primary contact/Project Manager for project:

Name: Jim Beardsley
Organization: Friends of Maplewood Nature
Address: 2659 East Seventh Street, Maplewood, MN 55119
Phone: 651-303-2165
Email: maplerosedoc@gmail.com

Fiscal agent (if different from above):

Name: Jim Beardsley
Organization: Friends of Maplewood Nature
Address: 2659 East Seventh Street, Maplewood, MN 55119
Phone: 651-303-2165
Email: maplerosedoc@gmail.com

Contact person for insurance verification:

Name: Shann Finwall, Environmental Planner and Chris Swanson, Sustainability Intern
Organization: City of Maplewood
Address: 1830 County Road B East, Maplewood, MN 55109
Phone: 651-249-2304 or 651-249-2305
Email: shann.finwall@ci.maplewood.mn.us or chris.swanson@ci.maplewood.mn.us

Partnering organization(s) name (if applicable):

Name(s): Shann Finwall, Environmental Planner and Chris Swanson, Sustainability Intern
Organization: City of Maplewood
Address: 1830 County Road B East, Maplewood, MN 55109
Phone: 651-249-2304 651-249-2305
Email: shann.finwall@ci.maplewood.mn.us or chris.swanson@ci.maplewood.mn.us

Contract signatory:

Name: Jim Beardsley
Title: Director of Friends of Maplewood Nature
Address: 2659 East Seventh Street, Maplewood, MN 55119
Phone & Fax: 651-303-2165
Email: maplerosedoc@gmail.com
Contract mailed to (if different name and/or address from above):

Payments should be mailed to:

Name: Jim Beardsley

Organization: Friends of Maplewood Nature

Address: 2659 East Seventh Street, Maplewood, MN 55119

Phone & Fax: 651-303-2165

Email: maplerosedoc@gmail.com

Checks payable to: Friends of Maplewood Nature

Project Rationale and Context (5%)

- a. Provide a short description of the organization or school; including, applicable partners.
- b. Describe why Community POWER is of interest to the organization.
- c. Describe how the proposed project will contribute to the organization's mission and how it will impact the organization's network/community.
- d. Describe how the proposed project will effectively and creatively contribute to waste reduction, toxicity reduction, and/or recycling.

The Friends of Maplewood Nature was formed in 2007 as a nonprofit 501(c)(3) to benefit the mission of the City of Maplewood's Nature Center which is to enhance awareness and understanding of land, water and wildlife resources; to empower the community to become stewards of the environment; and to participate in sustainability projects for the City of Maplewood.

The Friends' partner in the Plastic Bottle Waste Reduction Project is the City of Maplewood. Maplewood owns and operates the Nature Center which is located at 2659 East Seventh Street. Maplewood is a first-ring suburb located on the east side of St. Paul with a population of 38,000 people.

Grant funding will be used to retrofit four water fountains at the Maplewood Community Center (MCC) with water bottle filling stations and provide education about environmental impacts of bottled water and the importance of waste reduction and recycling. Maplewood owns and operates the MCC which is located at 2100 White Bear Avenue. The MCC has 2,800 members from Maplewood and surrounding communities, with over 259,000 visits in 2012.

The City's recycling contractor reported that 520 pounds of plastic bottles were recycled at the MCC in 2012, which breaks down to 12,000 plastic bottles that were kept out of the waste stream. This

number does not include the bottles that were inadvertently disposed of in the trash. The City estimates that 26 percent of the MCC's trash contains recyclables. This estimate is based on a 2008 trash sort conducted on City facilities which reflected that 26 percent of the trash contained recyclables, including plastic bottles.

The Project is of interest to the Friends because it will serve as an outlet for educating residents of Maplewood and surrounding communities on the environmental impacts of bottled water and the importance of waste reduction and recycling.

Project Goal, Objectives, Activities and Evaluation (50%)

Project Goal 50 words or less. Describe the overall goal for the Project.

The goal is to eliminate the use of bottled water at the Maplewood Community Center while decreasing waste and increasing recycling. Educational benefits of achieving this goal are an increased awareness of the environmental impacts of bottled water and the importance of waste reduction and recycling.

Objectives

Describe two to three objectives for the Project. Objectives should be specific, measurable, and indicate the expected outcome.

1. Eliminate the use of bottled water at the MCC.
2. Increased awareness of the environmental impacts of bottled water and importance of waste reduction and recycling.
3. Decrease in plastic bottles deposited in the trash and increase in recycling rates.

Activities

For each objective, describe the activity (ies) to complete the objective. Activities should include efforts to educate and engage project participants. While some objectives may relate to education and some to hands-on activities, the Project must include activities to both educate and engage participants.

1. Eliminate the use of bottled water at the MCC.
 - a. Visitors to the MCC will be able to fill reusable water bottles at water bottle filling stations throughout the MCC. The water

bottle filling stations will be retrofitted into four existing drinking fountains as follows:

- i. The most centrally located drinking fountain will be retrofitted with an electronic water bottle filling station that displays the number of plastic bottles saved by filling up reusable water bottles at the station.
 - ii. The other three drinking fountains will be retrofitted with non-electronic water bottle filling spigots.
 - b. The MCC will remove all bottled water currently for sale in its vending machines.
2. Increased awareness of the environmental impacts of bottled water and importance of waste reduction and recycling.
 - a. Installation of educational signs above the water bottle filling stations.
 - b. Installation of education signs above the trash and recycling receptacles.
 - c. Distribution of reusable water bottles at the snack bar when a customer purchases a beverage. Reusable water bottles will contain education information on the impacts of bottled water and importance of waste reduction and recycling. Reusable water bottles can then be used for future visits to the MCC.
 - d. The Friends of Maplewood Nature and the City of Maplewood will host at least two Green Events at the MCC with a focus on the reduction of waste from plastic bottles and containers. Examples of events include the MCC's annual open house or one of its expo events.
 - e. An educational display including a bale of recycled bottles will serve as a visual representation of the impacts of bottled water. The display will describe the importance of reducing the use of plastic bottles, and keeping plastic bottles that are used out of the waste stream and into the recycling stream.
 - f. Spotlighting the Project in the City's monthly City Newsletter and cable access television show.
3. Decrease in plastic bottles deposited in the trash and an increase in recycling rates.
 - a. Bottled water will be removed from the MCC vending machines.
 - b. Installation of educational signs above the water bottle filling stations.
 - c. Installation of education signs above the trash and recycling receptacles.

- d. Green events will spotlight environmental impacts of bottled water and the importance of waste reduction and recycling.

Evaluation

Describe how the objective will be evaluated to see if the objective was achieved.

- a. The Project will include two trash sorts at the MCC facility to determine the amount of plastic bottles in the waste stream. The first sort will be conducted before the Project begins and the second will take place in May 2014 before the grant timeframe is finished. This will serve as a measurable means of determining the success of the Project.
- b. Working with the City's recycling contractor, the City will be able to obtain measurable weights of recycled materials.
- c. The Project will be spotlighted in the City Newsletter which is distributed to 15,680 households monthly and will also be aired on the City's cable access television show called Spotlight on Maplewood.
- d. A survey of MCC customers will be conducted to determine the effectiveness of the Project.

Project Timeline (5%)

Provide a project timeline chart that highlights major activities and their approximate dates.

August 2013 –

- Trash sort conducted to determine amount of plastic bottles in the MCC waste stream.
- Creation of recycling/waste reduction educational signs and curriculum.
- Purchase of reusable water bottles to be sold at MCC snack bar when customers purchase a beverage. Reusable water bottles will include educational information on the MCC refillable water bottle stations, environmental impacts of using bottled water, and importance of waste reduction and recycling plastic bottles.

September 2013 –

- Retrofitting four drinking fountains with refillable water bottle stations.
- Installation of recycling/waste reduction signs.

- Installation of educational display including recycled plastic bottle bale.
 - Distribution of reusable water bottles at MCC snack bar.
- October 2013 – March 2014
- Removal of all bottled water from MCC vending machines.
 - Initial article describing the Project in the City Newsletter.
 - Green Event – Expo
 - Continued education
- April 2014 -
- Survey of MCC visitors about the effectiveness of the Project.
 - Green Event – MCC Open House.
- May 2014 –
- Spotlight the Project on Spotlight on Maplewood, the City's cable access television show.
- June 2014 –
- Trash sort conducted to determine decrease in amount of plastic bottles in waste stream.
 - Analyze recycling rates throughout the Project duration.
- July 2014 –
- Analysis of the Project.
- August 2014 –
- Publish and present results from waste reduction program in the Maplewood Seasons and educational material at City facilities. Present findings to the Maplewood Environmental and Natural Resources Commission and City Council.

Sustaining Your Project (15%)

Describe the parts of the Project that may be sustained after the completion of the grant period and how this may happen.

The Friends of Maplewood Nature and the City of Maplewood will educate visitors to the MCC on the environmental impacts of bottled water with the continued use of the education signage and Green Events. Additionally, the City will continue to work on decreasing the use of bottled water and increase recycling in its residential recycling program and at all City-sponsored events.

Key Project Personnel (5%)

Provide a short description of the background and qualifications of primary project staff.

Shann Finwall, Environmental Planner: Ms. Finwall has worked with the City of Maplewood for ten years. Originally hired as an urban planner, Ms. Finwall's responsibilities turned to more environmental planning four years ago with the creation of the Environmental Planning position. Ms. Finwall's responsibilities include ensuring the City meets its sustainability goals and objectives as outlined in the City's 2030 Comprehensive Plan. One of those goals is to reduce waste and increase recycling City-wide. Ms. Finwall has 13 years of urban planning experience, 6 years of environmental planning experience, and holds a Bachelor's Degree in Fisheries in Wildlife Management, Masters Degree in Public Administration, and is certified by the American Institute of Certified Planners.

Chris Swanson, Sustainability Intern: Mr. Swanson has been an employee with the City of Maplewood for the last year. Mr. Swanson's background is in the professional area of sustainability, recycling, and waste management. Mr. Swanson's has a Bachelor's Degree in Environmental Science, Policy, and Management from the University of Minnesota.

Disseminating Results to Other Organizations (10%)

Describe how the organization will share project results and train other "peer" organizations about waste and toxicity reduction information and promote www.rethinkrecycling.com. Be as specific as possible about the size and type of audience that may be reached.

Outcomes of the Plastic Bottle Waste Reduction Project will be released as a public service announcement on the City's cable access show called Spotlight on Maplewood. Results and lessons learned will also be highlighted in the Maplewood Season, a quarterly environmental newsletter sent to 15,680 households. The information will also be shared with other cities throughout the Twin Cities Area through our association at recycling coordinator meetings and other events. Finally, the Maplewood Nature Center will design curriculum around the results of the Project which can be shared with other environmental educators.

Budget

State the amount of funding you are requesting (up to \$12,000 maximum):
\$7,750

- Design, manufacture, and display educational signs \$1,500
- Design and set up educational display \$500
- Staffing hours for two trash sorts \$600
- Purchase of reusable water bottles. Bottles to be given to MCC patrons who purchase beverages at the snack bar. The reusable water bottles will include information on the benefits of using reusable bottles versus the purchase of bottled water. \$1,000
- Printing and postage for two City Newsletter articles \$800
- Production of cable access programming \$500
- Creation of Green Event programming \$600
- Staffing hours for Green Event programming \$600
- MCC Water Fountain Equipment Retrofits \$1,650

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Terrie Rameaux, HR Coordinator
Chuck Ahl, Assistant City Manager
DATE: April 22, 2013
RE: **Resolution Adopting Retiree Health Savings Plan for LELS Police Officer Employees**

BACKGROUND

The City has adopted several Retiree Health Savings Plans (RHS) over the past few years for various employee groups--Non-union and Confidential & Supervisory Association employees, Metro Supervisory Association employees, IAFF--Firefighters/Fire Officers, and Police Sergeants. A Retiree Health Savings plan, which is employee-funded, allows employees to pay for health and dental insurance premiums as well as out-of-pocket medical expenses upon retirement from the City. RHS plans have several tax advantages including tax-free contributions and tax-free withdrawals for eligible medical expenses for participants, their spouses and dependents. The Police Officers have requested the attached RHS plan be adopted for their group.

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution, VantageCare Retirement Health Savings Plan Adoption Agreement, and RHS Plan for the LELS Police Officers employee group.

Attachments: 1. Resolution
2. Adoption Agreement
3. RHS Plan

**RESOLUTION FOR ADOPTION OF THE
VANTAGECARE RETIREMENT HEALTH SEAVINGS (RHS) PLAN**

Plan Number: 803411

Name of Employer: City of Maplewood

State: Minnesota

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings plan for such employees serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health Savings plan (the "Plan") serves the above objectives; and

WHEREAS, the Employer desires that its retiree health savings plan (the "Plan") be administered by ICMA Retirement Corporation and/or its affiliates;

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby adopts the Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as the trustee ("Trustee") for the exclusive benefit of Plan participants and their beneficiaries, and the assets of the Plan shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that the Human Resource Coordinator shall be the coordinator and contact for the Plan and shall receive necessary repots, notices, etc.

I, Karen Guilfoile, Clerk of the City of Maplewood, do hereby certify that the foregoing resolution was duly passed and adopted at a regular meeting thereof assembled this _____ day of _____, 2013, by the Maplewood City Council.

City Clerk:

EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN ADOPTION AGREEMENT

Plan Number: 8 03411 Check one: New Plan Amendment to Existing Plan

Employer Retirement Health Savings Plan Name:

I. Employer Name: City of Maplewood State: Minn.

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Effective Date of the Plan: 4-15-13

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: _____

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):

- All Employees
- All Full-Time Employees
- Non-Union Employees
- Public Safety Employees – Police
- Public Safety Employees – Firefighters
- General Employees
- Collectively-Bargained Employees (Specify unit(s)) Police Officers-LELS Local 153
- Other (specify group(s)) _____

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 125(a) will apply. These rules may impose restrictions on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: Accrued; sick leave, deferred sick leave, vacation, annual leave, personal holidays, unused comptime bank.

B. Direct Employer Contributions and Mandatory Contributions

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- _____ % of Earnings
- \$ _____ each Plan Year
- A discretionary amount to be determined each Plan Year
- Other (describe): _____

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- Reduction in Salary - _____ % of Earnings or \$ _____ will be contributed for the Plan Year.
- Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- Accrued Sick Leave 100% eligible sick leave/deferred sick leave.
- see attached "Plan"
- Accrued Vacation Leave 100% accrued vacation/annual leave -
- see attached "Plan"
- Other (specify type of leave) Accrued * Leave
Personal holidays; banked-acrued comptime -
- see attached "Plan"

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- _____ % of earnings*
- *Definition of earnings: Same as Section VI.A.. Other
- \$ _____ for the Plan year.

See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

- The account is 100% vested at all times.
- The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

*Definition of retirement (check one box):

- Retirement as defined in the primary retirement plan of the Employer - *"Termination of Employment"*
- Separation from service
- Other _____

C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

VIII. Forfeiture Provisions

Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):

- Remain in the Trust to be reallocated among all remaining Employees participating in the Plan as Direct Employer Contributions for the next and succeeding contribution cycle(s).
- Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants.
- Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.
- Revert to the Employer.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan

A. A Participant is eligible to receive benefits:

- At retirement only (also complete Section B.)
Definition of retirement:
 - Same as Section VII.B.
 - Other _____

- At separation from service with the following restrictions
 - No restrictions
 - Other _____

- At age _____ only
- At retirement and age _____ (also complete section B)
Definition of retirement:
 - Same as Section VII.B.
 - Other _____

- At retirement or age _____
Definition of retirement:
 - Same as Section VII.B.
 - Other _____

- Other, specified as follows (also complete Section B if applicable): _____

B. Termination prior to general benefit eligibility: In the case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits:

- Immediately upon separation from service.
- At age _____

C. A Participant that becomes totally and permanently disabled

- as defined by the Social Security Administration
- as defined by the Employer's primary retirement plan
- other _____

will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

X. Permissible Medical Benefit Payments

Benefits eligible for reimbursement consist of:

- All Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).
- The following Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin). Select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan:
 - Medical Insurance Premiums
 - Medical Out-of-Pocket Expenses*
 - Medicare Part B Insurance Premiums
 - Medicare Part D Insurance Premiums
 - Medicare Supplemental Insurance Premiums
 - Prescription Drug Insurance Premiums
 - COBRA Insurance Premiums
 - Dental Insurance Premiums
 - Dental Out-of-Pocket Expenses*
 - Vision Insurance Premiums
 - Vision Out-of-Pocket Expenses*
 - Qualified Long-Term Care Insurance Premiums
 - Non-Prescription medications allowed under IRS guidance*
 - Other qualifying medical expenses (describe)*

* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into Dreyfus Cash Management fund* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

**An investment in the Dreyfus Cash Management money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. Investors should consider the investment objectives, risks, charges, and expenses of the fund carefully before investing. You may visit us at www.icmarc.org or call 800-669-7400 to obtain a prospectus that contains this and other information about the fund. Read the prospectus carefully before investing.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

- 1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
 - 2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.
- B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.
- C.** Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D.** An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E.** The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

XIII. Employer Acknowledgements

- A.** The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B.** Check this box if you are including supporting documents that include plan provisions.

EMPLOYER SIGNATURE

By: *[Signature]*

Date: 4-16-13

Title: Human Resource Coordinator

Attest: *[Signature]*

Date: 4-16-13

Title: Senior Admin. Assistant

Accepted: VANTAGEPOINT TRANSFER AGENTS, LLC

[Signature]
Assistant Secretary, ICMA-RC

**RHS PLAN FOR
FULL-TIME POLICE OFFICERS**

1. **Participant & benefit eligibility criteria:** Must be full-time employee, no minimum or maximum age and years of service requirement, except as stipulated for eligibility severance pay in current labor agreement.
2. **Benefits will be limited to insurance premiums** (health, dental, vision & long-term care premiums, Medicare Part B, Medicare Part D, Medicare supplements, other prescription drugs & insurance premiums), and out-of-pocket expenses described as eligible by the IRS.
3. **The RHS plan will be funded by severance pay as follows:**
 - A) One hundred percent (100%) of eligible severance pay for sick leave and deferred sick leave would be deposited into the RHS plan if the employee is at least age 50 at time of separation.
 - B) One hundred percent (100%) of accrued vacation would be deposited into the RHS plan if the employee's balance is at least 275 hours and is at least age 50 at time of separation. If under 275 hours or under age 50, nothing would go in.
 - C) One hundred percent (100%) of accrued annual leave would be deposited into the RHS plan if the employee's balance is at least 80 hours and is at least age 50 at time of separation from service. If under 80 hours or under age 50, nothing would go in.
 - D) One hundred percent (100%) of unused personal holiday and comp time bank would be deposited into the RHS plan.
4. **The RHS plan will be funded with annual deposits as follows:**
 - A) Employees with vacation time will have the cash value of all vacation hours in excess of the carry-over limit (1.5 times annual accrual) deposited into the RHS plan.
 - B) Employees will have the cash value of all personal holiday hours unused as of December 31, deposited into the RHS plan.

Note: This RHS plan may be amended through the proper process at any time.

MEMORANDUM

TO: City Council
 FROM: H. Alan Kantrud, General Counsel and City Attorney,
 SUBJECT: Resolution Approving State of Minnesota Joint Powers Agreements with the City of Maplewood on Behalf of its City Attorney and police Department
 DATE: April 19, 2013

INTRODUCTION

The State of Minnesota has been systematically digitizing its information as it relates to criminal justice records it obtains, produces and ultimately makes available to its justice partners. The City of Maplewood is one such justice partner and I, as your City Attorney, am considered one in tandem with the City for purposes of administering criminal justice in the County. These JPA's all speak to that connectivity and the State is requesting that the City Council for each community that serves as a justice partner adopt the attached resolution calling out that partnership and declaring the individuals who shall act as representatives for the City.

BACKGROUND

For many years the City has worked with the State of Minnesota through its Bureau of Criminal Apprehension (BCA) and Department of Public Safety (DPS). These agencies are storing and clearing houses for many pieces of vitally important information used in the City's continuous prosecution of criminal activity in its jurisdiction. The DPS, for example, issues and regulates driving privileges in the State and access to their database to determine driver authorization and record history is critical to the enforcement of many of the State's criminal traffic laws. Similarly, the BCA conducts testing on blood and urine samples provided in the course of DWI enforcement for the City as well and those results are obviously key to effective prosecution of those cases.

Access to these records via the growing Criminal Justice Data Communications Network (CJDN) is therefore vitally important for the information to continue to flow seamlessly between the justice partners. The attached resolution authorizes the City to participate in the CJDN via the JPA that the Mayor and Clerk are asked to sign as well.

DISCUSSION

The JPA's the City is being asked to enter into really simply serve to formalize the existing relationships the City has with these State-agency-partners. The agreements are five years in duration and make clear(er) what the City's obligations are viz. the services being provided and include equipment expectations and costs for service.

The State also wishes to identify the individuals who will be directly responsible for the information shared by it with the City in case of a breach of trust or possible illegal access of the information and consequently these Agreements do seek to make the parties more accountable for their own actions or lack thereof.

The Police Department, IT department, as well as myself and my admin, have all been working with State agency staff continuously on these and related connectivity issues and initiatives. The ones being presented here have the support of those departments and others will follow.

RECOMMENDATION

Staff recommends that the Council approve and pass the attached Resolution approving the JPA's involved in access to the CJDN and appointing the City's representatives thereto.

Attachments:

1. Resolution authorizing City to enter into JPA's related to access to the State's CJDN
2. Joint Powers Agreements

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF _____ ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

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

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

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

2. That the [title] _____, [name] _____, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, [name or position name] is appointed as the Authorized Representative's designee.

3. That the [title] _____, [name] _____, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, [name or position name] is appointed as the Authorized Representative's designee.

4. That _____, the Mayor for the City of _____, and _____, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, _____.

CITY OF _____

By: [name of mayor]
Its Mayor

ATTEST: _____
By: [name]
Its City Clerk

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State
Fire Marshal



Bureau of Criminal Apprehension

1430 Maryland Avenue East • Saint Paul, Minnesota 55106
Phone: 651.793.7000 • Fax: 651.793.7001 • TTY: 651.282.6555
www.dps.state.mn.us

April 11, 2013

Alan Kantrud, City Attorney
Maplewood Prosecuting Attorney
1830 East County Road B
Maplewood, MN 55109

Dear Alan:

Your agency recently requested a new service (eCharging) which is court issued; this request will require our new BCA Master Joint Powers Agreement (JPA) along with a Court Data Services Subscriber Amendment (Amendment) to that JPA.

The BCA was granted authorization to sign this Amendment on behalf of the Courts. Enclosed you will find six copies of the JPA along with six copies of the Amendment. They have been sent together so these can be taken to, and be approved by, the City Council together.

By law (Minn. Stat. §471.59, Subd. 1), the JPA and the Amendment must be approved by your city council. A sample resolution for your use is also enclosed. If you would prefer an electronic version please visit <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Pages/catalog-services.aspx>.

Here's what we need from you:

A copy of the city council's resolution approving the JPA and Amendment or a copy of the meeting minutes showing the approval. Unapproved meeting minutes are acceptable.

For statutory cities, the mayor and city clerk must sign the enclosed agreements (Minn. Stat. §412.201).

For home rule charter cities, the council may delegate signing to a city employee (Minn. Stat. Ch. 410).

For home rule charter cities, a copy of the document delegating signing authority. All six copies of both the JPA and Amendment with appropriate signatures.

If you have any questions please contact me at 651-793-2734 or julie.johansen@state.mn.us.

Sincerely,

Julie Johansen
Contracts and Grants Specialist

Enclosures

EQUAL OPPORTUNITY EMPLOYER

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Maplewood on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The Prosecuting Attorney pays for remote access using [1] key fobs at a rate of \$15 per month. The bills are sent annually for the amount of [One Hundred Eighty Dollars] (\$180.00). There is also a \$100 fee to replace a key fob which has a three year life.

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Alan Kantrud, City Attorney, 1830 East County Road B, Maplewood, MN 55109, (651) 249-2022, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and City of Maplewood on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 60426, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Amendment. Any party may terminate this Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. **REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of a Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. **SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or

other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract No. _____

2. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

5. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

MASTER SUBSCRIBER AGREEMENT AMENDMENT FOR "FAST ACCESS"

THIS AGREEMENT AMENDMENT is entered into by and between

(Government Subscriber Name / Name of Entity)

of _____
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

(Judicial District OR Office of State Court Administration)

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(Address)

(hereinafter "the Court").

Recitals

This Master Subscriber Agreement Amendment for FAST Access ("Amendment") modifies and supplements the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between Government Subscriber and the Court ("Agreement"). This Amendment provides the framework for Government Subscriber's Individual Users access to FAST Access. FAST Access provides certain, qualified individual users with web-based access to Court Records and Court Documents in cases where they qualify for access.

Amendment

The Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies is modified and supplemented by the addition of the following provisions:

1. **DEFINITIONS.** The definitions of the Agreement are incorporated herein.
 - 1.1 "Minnesota Government Access" means the web-based software that provides government agencies with remote Internet access to electronic records in MNCIS. Formerly known as MPA.
 - 1.2 "FAST Access" (First Appearance Support Track) means a Minnesota Government Access login that provides Government Subscriber's Individual Users with access to Court Records and Court Documents at the court facility and any detention area, as designated by county court administration, in cases scheduled on the first appearance, bail hearing, and arraignment calendars where prosecutors and defense attorneys typically do not yet have a case file and need access to the documents filed with the court. [Individual Users that qualify for

FAST Access are currently limited as described in Clause 1.3 of this Amendment.] Government Subscriber's Individual Users will be provided with daily passwords to FAST Access by county court administration for use during the court calendar.

1.3 "FAST Access County Pilot" means the pilot FAST Access program being tested in eCourtMN Pilot County Adult Criminal Courts. Under the FAST Access County Pilot, qualified Government Subscriber's Individual Users will be limited to government attorneys and contract attorneys, and any student attorneys under their supervision, who practice in Pilot County Criminal Court proceedings on behalf of Government Subscriber. During the initial phase of the County Pilot, the State will not charge Government Subscriber or Government Subscriber's Individual Users for access to FAST Access. The State may charge for access to FAST Access at a later date.

2. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT SUBSCRIBER'S INDIVIDUAL USERS. This clause modifies Clause 3 of the Agreement. Following execution of the Agreement and this Amendment by both parties, Government Subscriber's Individual Users who qualify for access must sign the FAST Access User Acknowledgement form to be granted the access through the MNCIS Government Access application to the extent described in this clause.

2.1 FAST Access County Pilot Access.

2.1.1 Pilot County Access. In the FAST Access County Pilot, Government Subscriber's Individual Users who are present in court to represent parties in court on that day, and who have signed the FAST Access User Acknowledgement form, may access and use certain Court Records and Court Documents in Pilot County adult criminal cases only for a "Legitimate Governmental Business Need." For purposes of FAST Access, a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with the Individual User's cases on the court calendar for that day. Such access and use of Court Documents will be limited to Court documents that have been assigned the following security classifications: Public1, Public2, Public2 Citation, Confidential1, and Confidential2. Such access and use will not include Court Documents that have the security classification Sealed1. Access is limited to the court calendar for which access was granted, for legitimate government business needs as defined above, and is limited to access from the designated court and detention facilities. Access at any other time, for any other purpose, or from any other location is prohibited.

2.2 FAST Access. [Access provided to FAST Access users outside of the County Pilot is reserved.]

3. AUTHORIZED ACCESS TO FAST Access.

3.1 Access for Government Subscriber's Individual User. Individual Users who are granted access to cases through FAST Access will be provided with a login and password if they are attorneys or student attorneys appearing in court under the supervision of an attorney. Passwords will change on a daily basis and will be received by court administration and provided to qualified Individual Users who appear for a daily calendar. Passwords may not be shared.

3.2 Notice When a Government Subscriber's Individual User should no Longer Receive FAST Access. Individual Users that no longer work for Government Subscriber, or who no longer need FAST Access to fulfill a "Legitimate Governmental Business Need" as defined in the Agreement, should not have FAST Access. Government Subscriber shall immediately notify the Court whenever an Individual User no longer works for Government Subscriber or no longer needs FAST Access to fulfill a "Legitimate Governmental Business Need" as defined in the Agreement.

4. WARRANTY DISCLAIMERS. The warranty disclaimers listed in Clause 15 of the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies is modified to include the following. **THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH FAST ACCESS DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR. THE COURT MAKES NO WARRANTIES AS TO THE COMPLETENESS OR ACCURACY OF THE COURT RECORDS AND COURT DOCUMENTS PROVIDED THROUGH FAST ACCESS.**

5. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS AND COURT DOCUMENTS UNDER THIS AGREEMENT. Pursuant to Clause 7 of the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, Government Subscriber's Individual Users are required to sign an Acknowledgment Form before being provided access to Court Data. For FAST Access, Government Subscriber's Individual Users are required to sign a FAST Access specific Acknowledgment Form before being provided a FAST Access login and password.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity, such as a council resolution, board authority or legally binding decision maker and attach same as Exhibit C.

2. THE COURT

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Date _____

Date _____

Name (typed) _____

Name (typed) Mark Moore

Title _____

Title CIO/Director

Office _____

Information Technology
Division of State Court
Administration

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

_____ ,
(Government Subscriber Name / Name of Entity)

of _____ ,
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

(Judicial District OR Office of State Court Administration)

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(Address)

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

The access to statewide public Court Documents is a pilot program. During the initial phase of the pilot program, the State will not charge Government Subscriber for access to Court Documents. The State may charge Government Subscriber for access to Court Documents at a later date or after the initial phase of the pilot program concludes.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 **Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 **Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 **"Court Data Services"** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.courts.state.mn.us, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.1.1 **"Bulk Data Delivery"** means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.1.2 **"Court Integration Services"** means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.1.3 **"MNCIS Login Accounts"** means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents through the Minnesota Court Information System ("MNCIS"), as described in applicable Policies & Notices and materials referenced therein.

- 2.1.4 “ViBES Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records through the Violations Bureau Electronic System (“ViBES”), as described in applicable Policies & Notices and materials referenced therein.
- 2.2 “**Court Data Services Databases**” means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.3 “**Court Data Services Programs**” means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.4 “**Court Documents**” means electronic images of documents that are part of or included in a court file when the electronic images become available. Court Documents have a document security classification as follows:
- 2.4.1 “**Public1**” means the classification used for documents that are accessible to the general public in electronic form from any location.
- 2.4.2 “**Public2**” means the classification used for documents that are accessible to the general public in electronic form at the courthouse, but not from any other location.
- 2.4.3 “**Public2 Citation**” means the classification used for Court Payment Center documents that are accessible to the general public in electronic form at the courthouse, but not from any other location.
- 2.4.4 “**Confidential1**” means the classification used for documents that are not accessible to the general public in electronic form, but are available to Government Subscribers with legal authorization to access the case under Minn. R. Pub. Access 8, subd. 4(b).
- 2.4.5 “**Confidential2**” means the classification used for documents that are not accessible to the public in electronic form and is not accessible to Government Subscribers except as authorized by specific court rules or orders that identify the specific document to be accessed.
- 2.4.6 “**Sealed1**” means the classification used for documents that are not accessible to anyone except by court order or specific authorization.
- 2.5 “**Court Records**” means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.0 “**Court Case Information**” means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, when available, as defined herein.

- 2.5.1 **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.2 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.3 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services, as well as the access, use and dissemination of Court Records and Court Documents, is necessary to effectuate the purposes of this Agreement.
- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms; that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables

published from time to time by the Court and/or the SCAO entitled "Limits on Public Access to Case Records" or "Limits on Public Access to Administrative Records," all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the main website for the Court, for which the current address is www.courts.state.mn.us.

- 2.12 "SCAO" means the State of Minnesota, State Court Administrator's Office.
- 2.13 "This Agreement" means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 "Trade Secret Information of SCAO and its licensors" is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 "User Acknowledgement Form" means the form attached to this document as Exhibit B, signed by Government Subscriber's Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement.

3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Data Services described in Exhibit A, attached hereto and incorporated by reference.

4. **AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT RECORDS AND COURT DOCUMENTS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

4.1 **Authorized Access to Court Data Services, Court Records and Court Documents.**

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services, Court Records and Court Documents, when available, necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services, Court Records or Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services, Court Records or Court Documents, when available, in any manner not set forth in this

Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services, Court Records and Court Documents.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services, Court Records and Court Documents, when available, accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services, Court Records or Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services, Court Records or Court Documents, when available, in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records and Court Documents. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records or Court Documents, when available, accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the access, use, and dissemination of Court Records and Court Documents.

4.5 Violations.

4.5.1 The access or use of Court Data Services, Court Records or Court Documents, when available, beyond what is necessary for a Legitimate Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The dissemination of Court Records or Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users with third parties or other individuals beyond what is necessary for a Legitimate Governmental Business Need is a violation of this Agreement. The access, use and dissemination of Court Data Services, Court Records or Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or

Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information, or Court Documents, when available, to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and Court Documents, when available, and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the Acknowledgment Form attached in Exhibit B before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information and Court Documents, when available, shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and

Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services, Court Records and Court Documents, when available.

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To effect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services, Court Records and Court Documents, when available, under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit B).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is obtained, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services, Court Records or Court Documents, when available. The access, use or dissemination of Court Data Services, Court Records or Court Documents by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written acknowledgements on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Court Records and Court Documents, when available. SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 **Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 **Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 **Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 **Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential Information. In addition, Government Subscriber will not copy any part

of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data

Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the

Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services, Court Records, and Court Documents by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services, Court Records, and Court Documents from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate, at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber agrees to notify the Court of the results of such investigation.

13. FEES; INVOICES; FEES DURING PILOT PROGRAM.

13.1 Fees and Invoices. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

- 13.2 Fees During Pilot Program.** During the initial phase of the access to Court Documents pilot program, the State will not charge Government Subscriber for access to Court Documents. The State may charge Government Subscriber for access to Court Documents at a later date.
- 14. MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
- 15. WARRANTY DISCLAIMERS.**
- 15.1 WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
- 15.2 ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
- 16. RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- 17. NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
- 18. NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to

exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal

law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity, such a council resolution, board authority or legally binding decision maker and attach same as Exhibit C.

2. THE COURT

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Date _____

Date _____

Name (typed) _____

Name (typed) Mark Moore

Title _____

Title CIO/Director

Office _____

Information Technology
Division of State Court
Administration

“FAST Access” User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the “Court”) for the access and use of the Court’s Court Records and Court Documents accessed through FAST Access. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access to FAST Access.

I, _____, as an employee/student attorney/contractor of _____ (“the Agency”), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and the Master Subscriber Agreement Amendment for FAST Access between the Agency and the Court. I have been provided training in the access, use, and dissemination of Court Records and Court Documents for FAST Access.
2. FAST Access logins and passwords are provided by court administration to authorized attorneys and student attorneys who physically appear in Adult Criminal court proceedings on a given day on behalf of the prosecutor or public defender’s office for the arraignment, first appearance, and bail hearing calendar. FAST Access passwords change on a daily basis, and logins and passwords are only available for use at the designated court and detention facilities and may not be shared.
3. I shall access and use only the Court Records and Court Documents provided through FAST Access necessary for “legitimate governmental business needs.” I understand a “legitimate governmental business need” for purposes of FAST Access is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with my cases on the court calendar for that day. I further understand that I may only access FAST Access from the designated court and detention facilities, and that access at any other time, for any other purpose, or from any other location is prohibited.
4. I shall not access or use Court Records and Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records and Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available through FAST Access due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided through FAST Access.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for FAST Access.
8. I understand that this is a pilot project that is subject to change.
9. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to FAST Access, and may result in the suspension or termination of the access to FAST Access by the Agency, and other civil and criminal liability.

Date: _____ By: _____
Employee/Student Attorney/Contractor for Agency

For Internal Use Only

FAST Access -Fact Sheet-

Revised February 26, 2013

About FAST Access for

Public Defenders and Prosecutors

The First Appearance Support Track (FAST) Access was designed to fill an information gap that courts traditionally have helped fill. Typically at first appearance type hearings, neither the defense attorney nor the prosecution have the information or the documentation in their own case file to have a meaningful hearing. The only documents available are those in the court file. FAST Access allows attorneys to view the documents needed to get through the first appearance calendar.

This is a pilot program and part of the eCourtMN initiative intended to ease the transition to the court's electronic environment.



FAST Access Is Not:

- It is not a substitute for the attorney's case file. This access is only to fill the gap until the public defenders and prosecutors have the information to build their own case files.
- It is not for use outside of court or court administration-designated detention facilities.
- It is not discovery or a method for obtaining copies of documents.
- It is not access to sealed documents.

FAST Access Process:

1. Complete the required agreement and user forms.
2. Ask Court Administration for the day's FAST Access password.
3. Log in, select the county/location, and court calendar.
4. Search by judicial officer, criminal case category, and date range.
5. From the Court Calendar Results, click the blue case hyperlink, event hyperlink, and document hyperlink(s).

Some Important Notes and Facts:

- The agency and attorney (an outside vendor and contractor approved) must sign the required subscriber agreement and user forms that include FAST Access.
- Court Administration provides the URL, password, and login via email to authorized users.
- Court Administration provides the daily password to attorneys who appear in court on behalf of the prosecutor or public defender's office for the arraignment, first appearance (including PAs), and bail hearing calendar.
- FAST Access is only for cases or documents on those calendars.
- The password changes daily and may not be reused.
- FAST Access has limited compatibility with iPads and other Apple devices.
- The Judicial Branch cannot support mobile devices at this time.
- Public defenders are not providing devices to justice providers to enable use of FAST Access.
- Mobile device use may be restricted in some areas for public safety and/or security.

Access to court records and court document images is governed by the Minnesota Rules of Public Access to Records of the Judicial Branch.

For additional information regarding FAST Access and subscriber agreements, contact MJCMNCISGovtAccessProcedural@courts.state.mn.us

AGENDA REPORT

To: City Manager James Antonen
From: Acting Chief of Police David Kvam
Subject: Approval for Police Department to Purchase Toughbook Computers
Date: April 22, 2013

Introduction

The Police Department is requesting approval to purchase 20 Panasonic Toughbook computers.

Background

The Police Department would like to purchase 20 Panasonic Toughbook computers to replace the Toughbook computers currently used by officers in their squad cars. These computers are heavily used by officers 24 hours a day for everything from running license checks to writing police reports, and they are in need of replacement. The new Toughbooks come with a three-year warranty.

Two quotes were received for the 20 computers. One was for \$105,956.48, and the other was for \$70,000. The large difference in price was due to one of the companies selling several Toughbooks to another client who then changed their mind and didn't accept delivery. They were willing to sell the computers at a lower cost to remove them from their inventory.

Budget Impact

Funding for the purchase of these Toughbooks will come from 2012 carryover funds.

Recommendation

It is recommended that authorization be given to purchase 20 Panasonic Toughbook computers from TTK Electronics at a total cost of \$70,000 plus tax.

Action Required

Submit to the City Council for review and approval.

DAK:js



117-B W. Walker Street, #24 - Milwaukee, WI 53204
 Phone: 414-290-0585 / Fax: 414-672-2815
 Email: sales@tkkelectronics.com

Quote

Date	Quote #
4/17/2013	4215

WI DOA Contract Holder - Panasonic Toughbooks
 EBE Certified - City of Milwaukee
 Minority Business Certification No: WI-3363-MBE
 GSA Schedule 70 GS-35F-0143R
 D-U-N-S Number - 800024049

Name / Address
Maplewood Police Department Lt. Kerry Crotty - 651-249-2600 kerry.crotty@ci.maplewood.mn.us

Rep	Industry	Shipping Via
JOEG	Public Safety	Bestway

Item	Description	Qty	Cost	Total
CF-31	Panasonic Toughbook 31 Intel Core i7-2640M 2.80GHz, vPro 13.1" XGA Touchscreen ATI Discrete Graphics 4GB RAM 500GB(7200rpm) Hard Drive Intel WiFi a/b/g/n 2nd LAN Win7 Pro Bluetooth TPM Dual Pass (Upper:WWAN/Lower:Selectable) GPS Emissive Backlit Keyboard No CD or DVD Drive 3 Year Toughbook Preferred Warranty	20	3,400.00	68,000.00
LTE 4G	internal Verizon LTE 4G mobile broadband ** Note: Very limited supply. Sold on a first come, first serve basis. Can not hold product. Thank you for your interest in the Panasonic Toughbooks and Accessories!	20	100.00	2,000.00

This Quote is valid for 30 days from the issue date and is subject to availability, unless otherwise noted above.

Total \$70,000.00

By agreeing to purchase items from TKK Electronics you are agreeing to all of our standard terms and conditions. You can request a copy of these terms and conditions via US Mail or email. The terms can also be viewed on our website at: <http://www.tkkelectronics.com/id25.html>

Due to the restrictions set by the USA distributors & MFG, Panasonic Toughbooks Computers, GETAC Computers & Accessories may NOT be returned under any circumstances. Warranties for all non-Panasonic products must be handled through the mfg of the item. Returns will not be accepted.

Statements or description of products, if any, by TKK ELECTRONICS or agents of TKK ELECTRONICS are informational only, and not made or given as a warranty of any kind. TKK ELECTRONICS SELLS THE PRODUCTS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE AND PARTICULARLY WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR NON-INFRINGEMENT.



Insight Public Sector SLED
 6820 S HARL AVE
 TEMPE AZ 85283-4318
 Tel: 800-467-4448

SOLD-TO PARTY

City Of Maplewood
 1830 COUNTY ROAD B E
 MAPLEWOOD MN 55109-2702
 USA

SHIP-TO ADDRESS

City Of Maplewood
 1830 COUNTY ROAD B E
 MAPLEWOOD MN 55109-2702
 USA

Quotation	
Quotation Number	Creation Date
214557959	19-APR-2013
PO Number :	
PO Release :	
Customer No. :	10245721
Sales Rep :	Shawn Wood
Email :	swood@insight.com
Telephone :	480.409.6798
Sales Rep 2 :	Michael Mueller
Email :	mmueller@insight.com
Telephone :	630-295-7869 X 7869

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier / Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process lasts less than five minutes.

Material	Description	Quantity	Unit Price	Extended Price
CF-31UPL1Y1M	PAN TB CF-31 WIN7 INTEL CORE I7-3520M 2.80GHZ VPRO 13.1IN XGA TOUCH 500GB(7200RPM) 4GB	20	4,945.46	98,909.20
U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400001195 (RQ09-997736-42B))				

Product Subtotal 98,909.20
Tax 7,047.28



Quotation Number/ Creation Date

214557959 / 19-APR-2013

Total	105,956.48
-------	------------

PURCHASE ORDER REQUIREMENTS:

Shipping Confirmed FOB Insight

Quote Number :214557959

Purchase Order Number : _____

Authorized by/Title : _____ (please print)

Authorized Signature : _____ Date : _____

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Shawn Wood
480.409.6798
swood@insight.com
Fax: 480-760-9899
Michael Mueller
630-295-7869 Ex 7869
mmueller@insight.com
Fax: 800-688-4394



Quotation Number/ Creation Date

214557959 / 19-APR-2013

U.S. Communities IT Products, Services and Solutions Contract No.
4400001195 (RQ09-997736-42B)

Insight Public Sector (IPS) is proud to be a contract holder for the
U.S. Communities Technology Products and Technology Services/Solutions
Contract.

This competitively solicited contract is available to participating
agencies of the U.S. Communities Government Purchasing Alliance. U.S.
Communities assists local and state government agencies, school
districts (K-12), higher education, and nonprofits in reducing the cost
of purchased goods by pooling the purchasing power of public agencies
nationwide. This is an optional use program with no minimum volume
requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and
honor the prices on this quote, your agency must be registered with U.S.
Communities. Our sales teams would be happy to assist you with your
registration. Please contact them for assistance -- the registration
process lasts less than five minutes.

Thanks for choosing Insight!

**Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative
for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.**

Subject to IPS Terms & Conditions online unless purchase is being made pursuant to a separate written agreement in which case
the terms and conditions of the separate written agreement shall govern.

<https://www.ips.insight.com/us/en/terms-conditions/terms-of-sale-products.html>

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Dep. Public Works Director
 Steven Love, Assistant City Engineer
 Jon Jarosch, Civil Engineer I
SUBJECT: **Approval of Resolution Reducing Retainage on Existing Construction Contract, Western Hills Area Street Improvements, City Project 10-14**
DATE: April 18, 2013

INTRODUCTION

The construction contract with T.A. Schifsky and Sons, Inc. for the Western Hills Area Street Improvements (City Project 09-15) is mostly complete. The contractor has requested, by written notice, a reduction in contract retainage from 1% to 0.1%. The City Council will consider the attached resolution authorizing reduction of the contract retainage.

BACKGROUND

On May 9, 2011, the City Council awarded T.A. Schifsky and Sons, Inc. a construction contract for utility and roadway improvements in the amount of \$5,406,359.31. The following change orders have been approved by the City Council:

Change Order #1:	\$29,307.90	Approved	7/11/2011
Change Order #2:	-\$54,634.80	Approved	8/22/2011
Total Change Order:	-\$25,326.90		

The revised approved awarded construction contract total is \$5,381,032.41.

DISCUSSION

The contractor has fulfilled their entire obligation to punch list items and other required project contract work. The contractor has agreed to perform additional sod replacement in the project area outside of the standard warranty period at the contract unit pricing. This sod was originally installed as part of the project, but died well out of the standard warranty period due to the drought conditions experienced in 2012. This sod replacement is scheduled to occur in May of 2013. A reduction in contract retainage to 0.1% is justified based on the amount of completed work.

BUDGET IMPACT

An adjustment in retainage does not increase or decrease the total approved contract amount. No contract or budget adjustments are needed.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution directing the City Engineer to reduce retainage on the existing construction contract for City Project 10-14 to 0.1%.

Attachments:

1. Resolution
2. Location Map
3. Contractor Letter

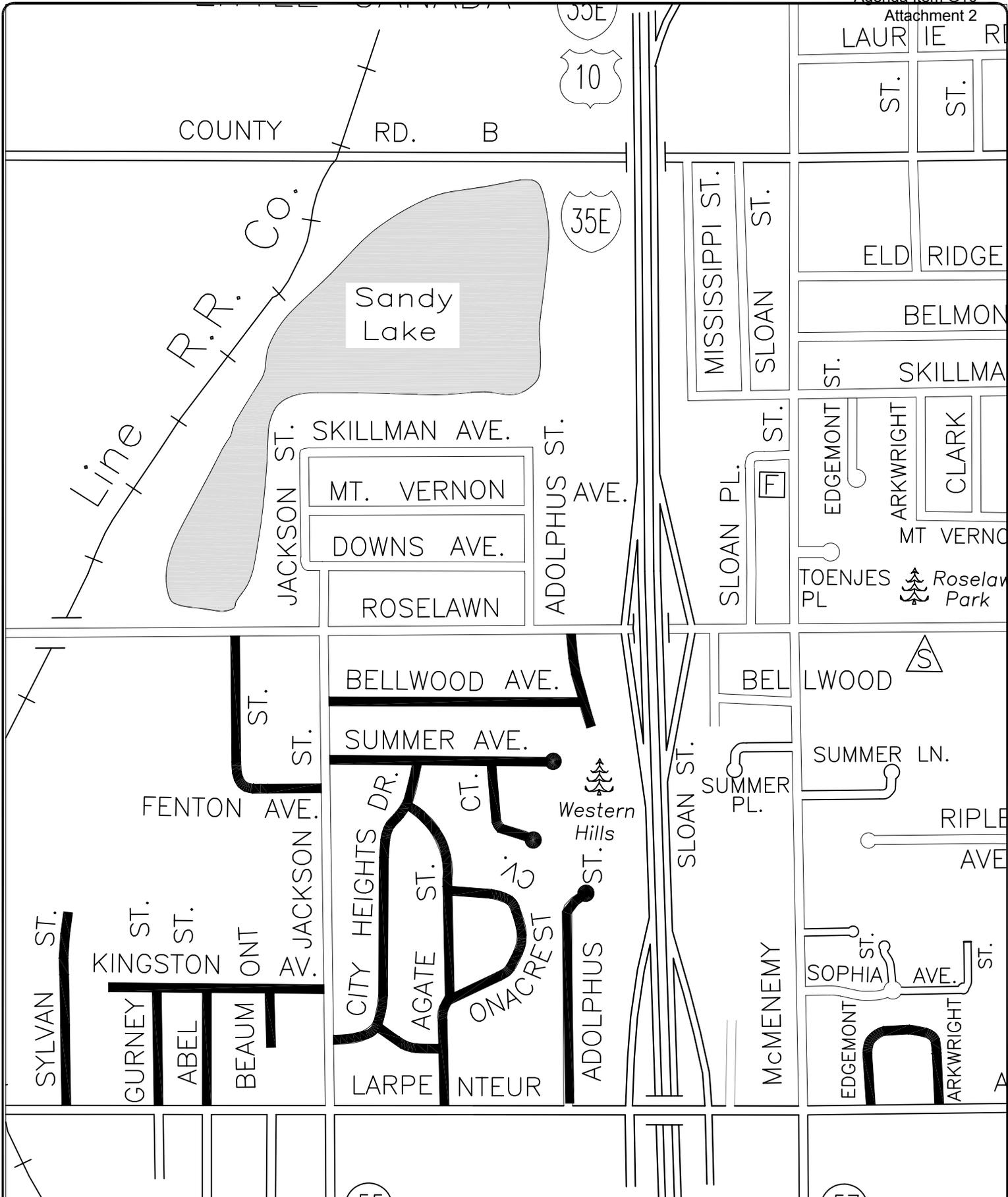
RESOLUTION
DIRECTING REDUCTION OF RETAINAGE ON EXISTING CONSTRUCTION CONTRACT
PROJECT 10-14

WHEREAS, the City Council of Maplewood, Minnesota has previously ordered Improvement Project 10-14, Western Hills Area Street Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the contractor, T.A. Schfisky and Sons, Inc., has requested, by written notice, a reduction in contract retainage,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the retainage within the construction contract is hereby authorized to be reduced, at the discretion of the City Engineer, from 1% to 0.1%.

Adopted by the council on this 29th day of April, 2013



Capital Improvement Project for 2011
Western Hills/Larpenteur Area Street Improvement
 City Project 10-14



2370 E. Hwy 36 • North St. Paul, MN 55109
Phone: 651-777-1313 • Fax: 651-777-7843

Retainage Reduction

Re: Western Hills Area Street Improvement, City Project 10-14

Date: 04.16.13

Project #: 11-013

Article 3. Contract Time

Location: City of Maplewood

Re: Retainage Reduction

Jon Jarosch-

T.A. Schifsky & Sons is requesting the re-tainage be reduced to 0.1% for the next pay application.

Thank you,

Jon Hager & Rob Stangler

T.A. Schifsky & Sons, Inc.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Public Works Director/City Engineer
SUBJECT: **Approval to Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, TH 36/English Street Interchange Improvements, City Project 09-08**
DATE: April 19, 2013

INTRODUCTION

The City Council will consider approving the attached resolution directing the modification of the existing construction contract for the TH 36/English Street Interchange Improvements, City Project 09-08.

BACKGROUND

The council awarded a construction contract to Forest Lake Contracting, Inc. for the Trunk Highway 36/English Street Interchange Improvements, City Project 09-08 on January 28, 2013 in the amount of \$16,577,185.42. There have been no change orders to date.

DISCUSSION

Minor Extra Work Order #1 – Advance Warning Flasher

There is an existing advance warning flasher system on westbound TH 36 to notify motorists of the signal system at TH 36 and English Street. The contract includes the removal of this advance warning flasher system as it will no longer be necessary once the signal system is removed and the interchange construction is complete.

MnDOT has requested that the Contractor maintain this advance warning flasher system during the project construction. To maintain this system during construction, the Contractor will need to make modifications to this system and its power source. The Contractor submitted additional costs for labor, equipment, and materials necessary for these modifications.

Minor Extra Work Order #1 will be funded by Federal and/or State funds.

Minor Extra Work Order #2 – Water Main Casing

The contract includes the construction of 16-inch water main under TH 36 on the east side of English Street. MnDOT requires that all water main crossings on trunk highways be enclosed in a steel casing. The plans identified a 24-inch steel casing for this water main crossing; however it was determined that a 16-inch water main requires a 30-inch steel casing. The contractor submitted additional material costs to increase the steel casing size from 24-inch to 30-inch.

Minor Extra Work Order #2 will be funded by City funds that will then be reimbursed by St. Paul Regional Water Services (SPRWS).

Minor Extra Work Order #3 – Water Utility Hole Excavation

The contract includes water main construction on various roadways throughout the project area. SPRWS is responsible for the temporary water system required to maintain water service to property owners during construction. SPRWS has requested that the Contractor assist them with the excavation required to make connections from the existing water main and water services to the temporary system. The Contractor submitted costs for equipment and labor to perform 10 water utility hole excavations for these connections.

Minor Extra Work Order #3 will be funded by City funds that will then be reimbursed by St. Paul Regional Water Services (SPRWS).

Minor Extra Work Order #4 – Xcel Energy Costs

The contract includes the reconstruction of the Bruce Vento Trail Bridge over TH 36. Xcel Energy has already relocated their overhead utility as necessary to facilitate the permanent construction in this area; however MnDOT and the Contractor determined that additional overhead power lines needed to be temporarily relocated due to the construction necessary for the north bridge abutment. Since only a temporary relocation is required for this construction, Xcel Energy requires that the cost for this work be paid as a part of the project. The Contractor will pay Xcel Energy and the Contractor will be reimbursed through the project contact.

Minor Extra Work Order #4 will be funded by Federal and/or State funds.

A summary of the costs included in Change Order No. 1 are as follows:

Minor Extra Work Order #1 – Advance Warning Flasher	\$ 6,976.00
Minor Extra Work Order #2 – Water Main Casing	\$13,236.65
Minor Extra Work Order #3 – Water Utility Hole Excavation	\$17,470.00
<u>Minor Extra Work Order #4 – Xcel Energy Costs</u>	<u>\$ 9,655.72</u>
Net Contract Increase	\$47,338.37

BUDGET

Approval of Change Order No. 1 will increase the project construction contract amount by \$47,338.37 from \$16,577,185.42 to \$16,624,523.79. No adjustment to the approved \$23 million budget is needed.

RECOMMENDATION

Staff recommends that the City Council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, for the Highway 36/English Street Interchange Improvements, City Project 09-08.

Attachments:

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 1
2. Change Order No. 1

RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 09-08, CHANGE ORDER NO. 1

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 09-08, Highway 36/English Street Interchange Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 09-08, Change Order No. 1.

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

1. The Mayor and City Engineer are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$47,338.37.

The revised contract amount is \$16,624,523.79.

Adopted by the Maplewood City Council on this 29th day of April 2013.

**CHANGE ORDER
CITY OF MAPLEWOOD
DEPARTMENT OF PUBLIC WORKS**

PROJECT NAME: Highway 36/English Street Interchange Improvements
PROJECT NO.: City Project 09-08, S.P. 138-010-018, S.P. 138-010-012,
 S.P. 138-104-008, S.P. 138-110-004, S.P. 138-153-001,
 S.P. 138-153-001, S.P. 138-154-001, S.A.P. 062-625-036
CONTRACTOR: Forest Lake Contracting, Inc.
CHANGE ORDER NO.: One (1)
DATE: April 19, 2013

The following changes shall be made in the contract documents:

ADD BID SCHEDULE CO #1 – CHANGE ORDER NO. 1

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Minor Extra Work Order #1	LS	1	\$6,976.00	\$6,976.00
2	Minor Extra Work Order #2	LS	1	\$13,236.65	\$13,236.65
3	Minor Extra Work Order #3	LS	1	\$17,470.00	\$17,470.00
4	Minor Extra Work Order #4	LS	1	\$9,655.72	\$9,655.72
TOTAL SCHEDULE CO #1					\$47,338.37

TOTAL NET CHANGE ORDER NO. 1 **\$47,338.37**

CONTRACT STATUS:

Original Contract: \$16,577,185.42
Net Change of Prior Change: \$0.00
Change this Change Order: \$47,338.37
Revised Contract: \$16,624,523.79

Recommended By: Minnesota Department of Transportation

By: _____ Date: _____

Agreed to By: Forest Lake Contracting, Inc.

By: _____ Date: _____

Approved By: City of Maplewood

By: _____ Date: _____

Mayor

By: _____ Date: _____

City Engineer

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer / Public Works Director
Steve Love, Assistant City Engineer
SUBJECT: **Approval to Enter into Contract for the Installation of Water Services, Rice Street Improvements, Project 11-28**
DATE: August 29, 2012

INTRODUCTION

The City Council will consider authorizing the Public Works Director to enter into a contract for the installation of water services to three properties along Rice Street within the City of Maplewood. Since this contract is anticipated to exceed \$20,000 and to be less than \$100,000, written quotations are being obtained. Additionally the City Council will consider authorizing the Public Works Director to reimburse the City of Roseville for the installation of a water service, to a property along Rice Street within the City of Maplewood, through a City of Roseville contract.

BACKGROUND

On January 9, 2012 the City Council ordered the preparation of a feasibility report for pavement surface, signal, utility improvements to Rice Street from County Road B to Larpenteur Avenue, and to extend water service to four properties in the City of Maplewood that currently are without access to the public water system. Shortly after the City Council approved the feasibility study Ramsey County was contacted by Xcel Energy about a future project. Xcel Energy's project consists of the replacement of approximately 11.5 miles of gas transmission line during the 2013 – 2016 construction seasons. The existing gas transmission line to be replaced within the City of Maplewood runs along the west edge of Rice Street between County Road B and Larpenteur Avenue. The proposed work will have a significant impact on the west lanes of Rice Street. Ramsey County chose to delay their improvement project until additional information could be provided as to the extent of Xcel Energy project.

In early February, Ramsey County again looked to see if they would be able to proceed with their improvements to Rice Street with Xcel Energy's project scheduled to begin in the spring of 2013. Ramsey County determined that it will be better to delay the improvements to Rice Street until sometime after the completion of Xcel Energy's project.

Xcel Energy is planning on beginning construction of their project on Rice Street on May 20, 2013 (see attached Xcel Energy Information Sheet). The City has been coordinating with Saint Paul Regional Water Services (SPRWS) and the City of Roseville on how best to provide water service to the properties at 1820, 1986, 2000, and 2020 Rice Street (see attached location map). SPRWS and the City of Roseville have agreed that the best way to provide water service to these properties is to extend water services from the City of Roseville's water system located on the west side of Rice Street.

Xcel Energy's work will involve the removal and replacement of Rice Street's west boulevard, the existing bituminous trail, and potentially a portion of the west side of Rice Street. City staff is recommending that the water service installation work be done prior to the start of Xcel Energy's gas transmission line work. This will reduce the amount of restoration work for the City of Maplewood and will help avoid the need to remove areas freshly restored by Xcel Energy.

Roseville's existing water main lies approximately 5 feet west of the existing gas transmission line on the west side of Rice Street. The road cross-section of Rice Street consists of a bituminous pavement layer on top of a concrete pavement layer. Therefore, staff recommends a non-intrusive method (e.g. directional drilling) for the installation of the water services. This will reduce the cost of installing the water services by eliminating the need to remove and to replace sections of Rice Street. Additionally, by using non-intrusive methods, instead of the open trench method of installation, the time to complete the water service installation work will be reduced. This will make it feasible for the contractor to complete the water service installation work prior to May 20, 2013. This is due to eliminating the time needed to cut an open trench across Rice Street and to reconstruct the pavement cross-section.

There is an existing bituminous trail in the west boulevard of Rice Street that will be impacted by both the water service work and Xcel Energy's gas transmission line work. Xcel Energy is planning on building a new trail for the City of Roseville as part of their restoration work. By completing the proposed water service work prior to Xcel Energy's work, the City will not be responsible for the restoration of the bituminous trail.

The City of Roseville has sent out a request for quote (RFQ) for the installation of new water main along the west side of Rice Street south of Center Street. This work will include the construction of a new water main loop for the City of Roseville and the installation of a 6" water service to the property at 1820 Rice Street (located within the City of Maplewood).

BUDGET IMPACT

The City of Maplewood has sent out an RFQ for the installation of the three water services to six contractors. Contractors are required to submit their quotes to the City of Maplewood by April 26, 2013. Due to the limited window to install the proposed water services, staff is recommending the City Council to authorize the Public Works Director to enter into a contract for the installation of three water services with the qualified contractor who has the lowest submitted quote for Maplewood's RFQ. The Public Works Director will evaluate the received quotes on the basis of the contractor's ability to complete the work within the available timeframe, past performance, technical expertise, and cost.

The estimated cost for the installation is \$20,000 per water service. Therefore, the total estimated cost for installing the three water services included in Maplewood's RFQ is \$60,000. The cost for these three water services will be initially paid for by the City of Maplewood with funds borrowed from the Sewer Fund. The property owners will be given the option of paying after the completion of work or at the time of connection.

The City of Roseville, through their RFQ, will pay for the construction of their water main and the extension of the water service to the property at 1820 Rice Street (located within the City of Maplewood). Roseville will bill the City of Maplewood for the water service installation. This cost is estimated at \$20,000 and will be initially paid for by the City of Maplewood with funds borrowed from the Sewer Fund. The property owner of 1820 Rice Street will be given the option of paying for the water service after the City of Maplewood has reimbursed the City of Roseville or at the time of connection.

The City of Roseville is currently in the process of obtaining quotes for construction of a new water main on the west side of Rice Street south of Center Street and the extension of a water service to the property of 1820 Rice Street (located within the City of Maplewood). It is recommended the City Council authorize the Public Works Director to reimburse the City of Roseville for the installation of the water service to the property at 1820 Rice Street.

City of Maplewood staff will work with each of the four property owners on the location of the proposed water services and payment options.

RECOMMENDATION

Based on the review of the received quotes by the Public Works Director for the installation of three water service to properties located within the City of Maplewood, staff recommends that the City Council authorize the Public Works Director to enter into a contract for the installation of three water services to the properties of 1986, 2000, and 2020 Rice Street. It is further recommended that the City Council authorize the Public Works Director to reimburse the City of Roseville for costs associated with the extension of a water service to the property at 1820 Rice Street. The total estimated cost for these four connections is \$80,000 which will eventually be reimbursed by the property owners.

Attachments

1. Xcel Energy's Informational Sheet
2. Water Service Location Maps

INFORMATION SHEET
MINNESOTA

East Metro Gas Pipeline Replacement Project

Introduction

Xcel Energy owns and operates about 11 ½ miles of gas transmission line in the cities of St. Paul and Roseville. These lines are the backbone of the gas delivery system in the East Metro area, serving around 100,000 homes and businesses. The existing compression-coupled lines were originally installed in the 1940s and 1950s. We plan to replace those lines over the next four years to ensure the integrity and reliability of the system.

Project benefits

The replacement pipe will contain stronger steel than the pipe currently in place and new sections will be welded rather than coupled. The new lines also will be equipped with provisions to enable use of advanced assessment technology to help ensure the integrity and reliability of the system.

In addition, remote control valves will be installed to improve gas delivery efficiency—especially during peak use days. The improvement also will give system operators greater capability to isolate a pipeline in the event of an emergency and reduce the impact on customers.

Cost and schedule

The replacement project represents about a \$56.5 million investment. It will be executed over a four-year period starting in 2013 with up to 4 1/2 miles of gas main replaced in any given year. The work is being done in phases from approximately May through October of each year to complete tie-ins before winter and avoid gas delivery interruptions during the heating season.

Construction

The majority of the work will involve removal of the existing pipeline and placing the new main in the same trench; however there are a few locations where the new line will be directionally drilled and the existing main retired in place. Construction activity will require some digging in streets, but we will work with local authorities to minimize traffic interruptions and we will restore affected areas to their original condition.

Our inspections indicate the integrity of our existing compression-coupled transmission lines is sound. We've scheduled the pipeline replacement project to ensure future reliability and enable more effective in-line inspections and pressure testing, which aren't available on the existing lines. The East Metro Gas Pipeline Replacement Project is reflective of our overall plan to upgrade our energy delivery infrastructure across the system, much of which was built during the post World War II growth boom.

Where and when construction will occur

- 2013 – Rice St. & County Rd. B to Park St. & Rose Ave.
- 2014 – Pleasant Ave. & St. Albans St. to Lexington Pkwy. & Montreal Avenue
- 2015 – Rose Ave. & Park St. to Pleasant Ave. & St. Albans St.
- 2016 – Montreal Ave. & Edgcumbe Rd. to Elway St. & Shepard Rd. Pleasant Ave & St. Albans St. to Randolph Ave. & James Ave.



Contact our Community Relations Managers:

If you are a St. Paul property owner contact:
John Marshall 651-229-2230

If you are a Roseville property owner contact:
Colette Jurek 651-458-1228

Park Street Line Route Description

1. Rice Street from County Road B to Larpenteur Ave
2. Larpenteur Ave from Rice St to Albemarle St
3. Albemarle St from Larpenteur Ave to Arlington Ave
4. Arlington Ave from Albemarle St to Sylvan St
5. Sylvan St from Arlington Ave to Maryland Ave
6. Maryland Ave from Sylvan St to Park St
7. Park St from Maryland Ave to Rose Ave
8. Park St from Rose Ave to Sherburne Ave
9. Sherburne Ave from Capitol Blvd to Saint Albans St
10. St Albans St from Sherburne Ave to Pleasant Ave

Island Line Route Description

1. From Pleasant Ave and St Albans St intersection to Michigan St and Webster Ave (I35E Crossing)
2. Michigan St from Webster Ave to Duke St
3. Duke St from Michigan St to James Ave
4. James Ave from Duke Street to Island Station

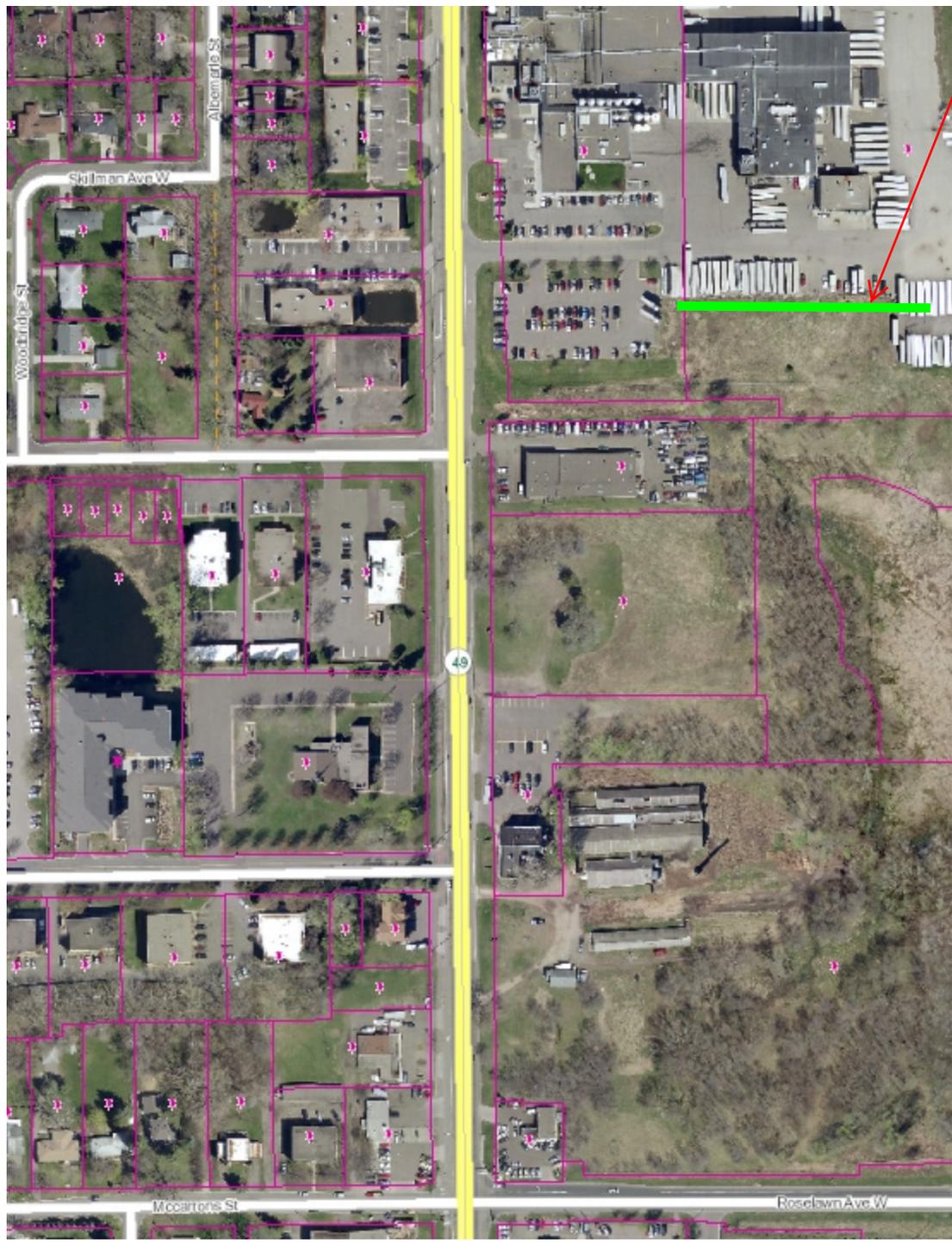
Montreal Line Route Description

1. Pleasant Ave from St Albans St to Victoria St
2. Victoria St from Pleasant Ave to Pleasant Ave
3. Pleasant Ave from Victoria St to Chatsworth St
4. Chatsworth St from Pleasant Ave to Armstrong Ave
5. Armstrong Ave from Chatsworth St to Pleasant Ave
6. Pleasant Ave from Armstrong Ave to mid-block between Bayard Ave and Scheffer Ave
7. I35E crossing from mid-block between Bayard Ave and Scheffer Ave to Pleasant Ave and Scheffer Ave intersection
8. Pleasant Ave from Scheffer Ave to Otto Ave
9. Lexington Ave from Otto Ave to Montreal Ave
10. Montreal Ave from Edgcumbe Rd to Elway St
11. Elway St from Montreal Ave to Benson Ave



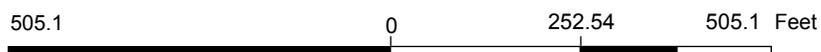


Proposed new 6" water service



- Legend
- County Offices
 - City Halls
 - Schools
 - Hospitals
 - Fire Stations
 - Police Stations
 - Recreational Centers
 - Parcel Points
 - Parcel Boundaries
 - Cities

1820 Rice Street



1: 3,030



NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

Notes

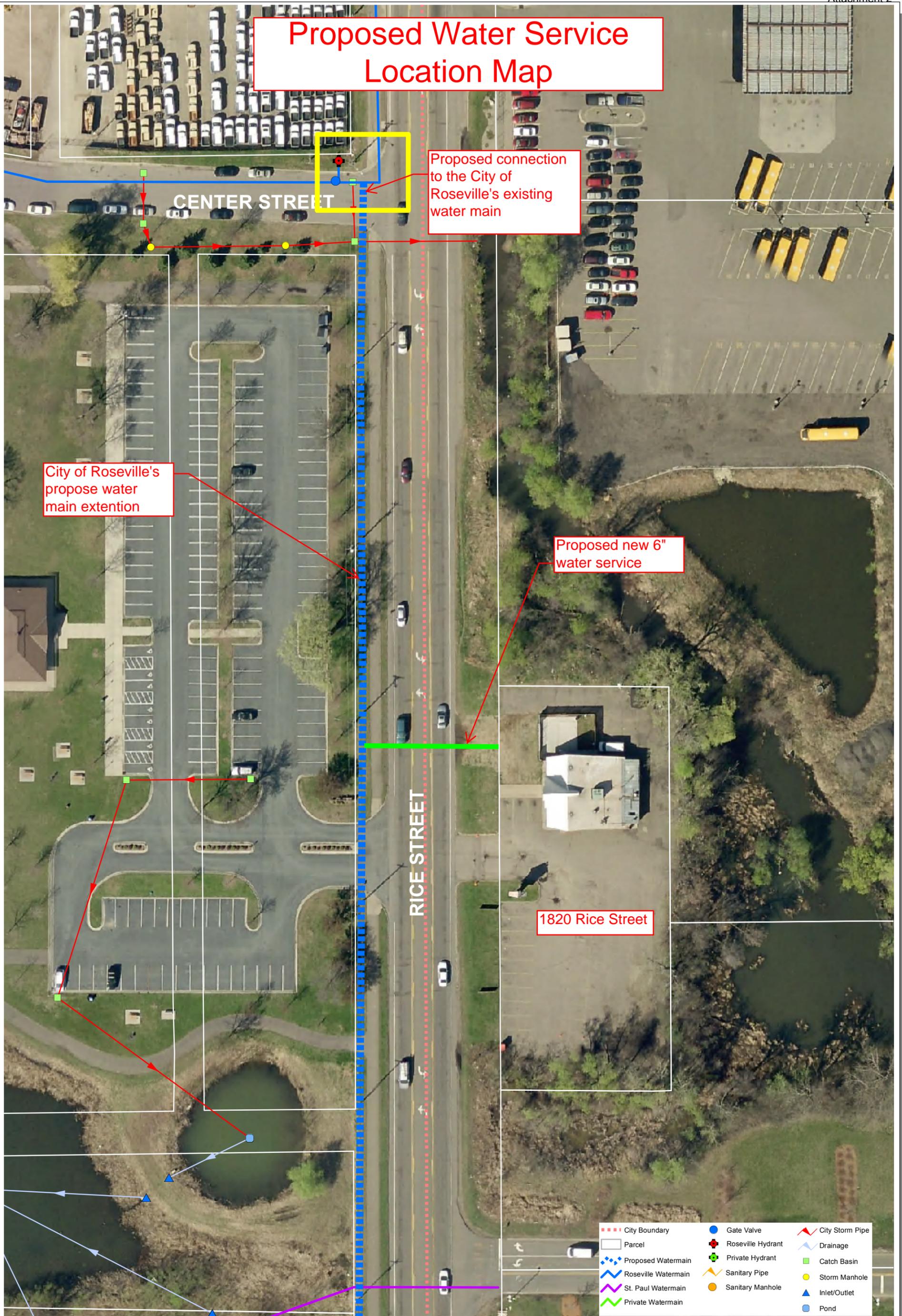
Enter Map Description

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Proposed Water Service Location Map



City of Roseville's propose water main extension

Proposed connection to the City of Roseville's existing water main

Proposed new 6" water service

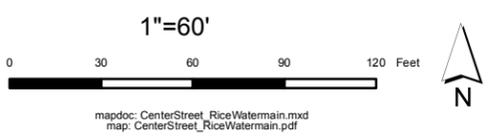
1820 Rice Street

Rice Street Watermain Construction



Data Source and Contacts:
* Ramsey County GIS Base Map (3/04/13)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville, MN

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of publicly
information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to
be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to produce
this map are error free, and the City does not represent that the GIS Data can be used for navigational, banking or any other purpose
requiring exacting measurements of distance or direction or precision in the depiction of geographic features. It does not constitute
a bond please contact 651-762-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §465.03, Subd. 21 (2000),
and the use of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to
defend, indemnify, and hold harmless the City from any and all claims brought by third parties, its employees or agents, or third parties
who use the user's access or use of data provided.



MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: April 24, 2013
RE: Resolution Accepting Donation to the Human Relations Commission
from the Wells Fargo Foundation

Introduction

A donation of \$258.00 was received from Wells Fargo Foundation to be allocated to the Human Relations Commission for their annual Student Art Contest. The Contest was open to School Districts 622, 623 and 624 and to homeschooled students. The deadline for submissions to the Contest was April 19th and 29 submissions were received. Winners will be invited to an Awards Presentation Ceremony on May 14, 2013 at the Maplewood Human Rights Commission Meeting held at City Hall.

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.

Consideration

Approve the following resolution accepting the donation of \$285 from Wells Fargo Foundation to be allocated to the Human Rights Commission for prizes to be awarded for the Student Art Contest.

**RESOLUTION
ACCEPTANCE OF DONATION**

WHEREAS the City of Maplewood and the Human Rights Commission has received a donation of \$285.00 for the purposes of awarding prize amounts to winning participants for their Student Art Contest.

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council authorizes the City of Maplewood Human Rights Commission to accept this donation.

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MEMORANDUM

TO: City Council
 FROM: R. Charles Ahl, Assistant City Manager
 H. Alan Kantrud, General Counsel
 SUBJECT: Ramsey County Regional Rail Authority Purchase Agreement
 DATE: April 19, 2013

INTRODUCTION

Approximately 10 years ago the City of Maplewood began the process of re-aligning County Road D and connecting it from TH 61 to White Bear Avenue and contemporaneously the City was also incubating the Legacy Village development in the area of County Road D and Hazelwood. As part of the Legacy Village project, The City was advised that to make the Legacy Village Project work it would need an alternative route into the Legacy Village area. By definition this meant creating the corridor from TH 61 to White Bear Avenue.

One of the roadblocks to all this was the existence of the railbed that was owned by the Burlington Northern San Francisco rail line (BNSF). Their ownership dealt directly into the ROW that the City needed. That corridor bisected the proposed roadway that would be and is the "new" county road D. Contemporaneously, the acquisition by the County and/or Ramsey County Regional Rail Authority (RCRRA) of the railbed was being discussed as well. The discussions between the County and BNSF faltered in the wake of the City moving forward with its road project. Discussions about purchasing the railbed then shifted from a 'want' by the County to a 'need' by the City of Maplewood. And so the City of Maplewood bought the property as part of its realignment project.

BACKGROUND

This issue has been brought before the Council several times in the past 6 years as developments arise and progress is made. Attached for your background is a very comprehensive chronology provided by Assistant City Manager R. Charles Ahl that explains how the City has finally arrived at this point.

The City has control of this corridor and the County has an easement for its trail on it. The final piece of this project is the sale of the under-lying rail-bed to the RCRRA.

DISCUSSION

As the attached report from Mr. Ahl points out, the Legacy Village project lead the way for the acquisition of this railbed in the first place. The County/RCRRA had always been interested in acquiring the property for its future transit and trail needs as well. The stoppage was the purchase-price. Since the County and BNSF were at loggerheads about the parcel, but the City of Maplewood had a different agenda about the parcel, the City agreed to purchase the land and would then negotiate with the County itself.

The City and RCRRA initially agreed to agree to a full purchase of the railbed if they could come to an agreement on the purchase price as well as clear some title issues. While neither party

agreed to a purchase-price, per se, they agreed to engage each other in “good faith” negotiations. That agreement did not yield a purchase agreement and that date of “engagement” expired at the end of 2007. The City had many other issues going at the time that the engagement expired and very little ‘marketing’ of City-property was being conducted.

Discussions with the Rail Authority after 2007 occurred, albeit only sporadically. The Authority, primarily at the insistence of the County Attorney assigned to it, maintained that they could not purchase the property until there was a guarantee that the railroad (BNSF) would not or could not “re-commission” or renew rail service on the parcel, post-acquisition. The City maintained that not only had the railroad affirmatively abandoned their “right” to renew service in the Deed it provided, but the City had also by this time cleared the matter officially with the National Surface Transportation Board (NSTB) for the transfer of all rights to the City.

About the time that the RCRRA eased its concerns regarding title, another issue arose that had to do with the railroad and the MnDOT, not the County.

When the MnDOT built interstate 694, they were forced to deal with the presence of the BNSF rail that historically ran through the area. Consequently, they were forced to elevate the railbed that bisected their right of way, hence the bridge span that goes over the highway to this day carrying the railbed from one side of the highway (I 694) to the other; and all of which is part of the ‘sale’ to the City of Maplewood and correspondingly to the RCRRA.

While all of this is straightforward enough for purposes of the RCRRA, there were and are issues that relate to the property that had to be addressed.

The problem was two-fold. First, a ‘maintenance agreement’ (the Agreement) regarding the bridge was missed back when the BNSF sold to the City that needed to be assigned to the City. Second, the MnDOT wanted the Agreement revisited and restated and the RCRRA wanted to make sure its needs were met and it would not be subject to any surprises once the agreement was assigned to them.

As part of the negotiations between the RCRRA and City, the Agreement as written was a major roadblock to negotiating a deal.

That Agreement notwithstanding, all parties have worked the past into the present with respect to the Agreement and its ‘restatement;’ a process that has spanned about two years, and has finally been accepted by the City and is in acceptable, assignable, form to the County/Rail Authority.

When this matter last came before the Council it was recommended that staff continue to negotiate with the Rail Authority to obtain the best price possible for the parcel. After lengthy negotiation, the parties have come to a proposal that culminates in the attached purchase agreement, which contemplates that the Rail Authority will pay \$400,000.00 for the parcel.

As has been explained in the attached memo, the City knew at the time of the purchase from the BNSF that it was at the mercy of the railroad in terms of price and reluctantly agreed to pay for the parcel at the railroad’s appraised value. Certainly at some point in the value-arc going on at the time it could be argued that the City may have been able to come close to remunerating itself through sale of the parcel, but the market for old rail-grade, without more, has never been robust. So with the market having “adjusted” back to values not seen for 10 years, the City is now being asked to sell for the value that the parcel may have truly had.

The City will have an ongoing obligation to the RCRRA if all parties enter into this Agreement and ultimately consummate the sale of the property that you should be aware of:

1. The City had to work with Xcel Energy to move a NG line as part of the road project. The County and City propose to have the City pay for any relocation costs that are occasioned by any projects proposed by RCRAA that force a move of the line.
2. If the City elects to remove the old bridge structure still existing at approximately Hazelwood and County Road D, the City shall bear all costs for that and if the Rail Authority wishes to see it removed for whatever reason, it shall bear the costs of removal.

These are issues that have been contemplated by staff and that are deemed acceptable under the circumstances. The property is perhaps valuable on a square-foot basis at a rate much greater than the offer, but the way the property lays makes it much less valuable were the City to attempt to market it on the open market.

RECOMMENDATION

Staff recommends that the Council approve the attached Purchase Agreement for the sale of the property contemplated to the RCRRA.

Attachments:

- A) Purchase Agreement between the City of Maplewood and the RCRRA
- B) Memo from R. Charles Ahl from June, 2012 to Council

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made this _____ day of _____, 2013, by the City of Maplewood, a municipal corporation and political subdivision of the State of Minnesota ("Seller" or "City"), and the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("Buyer").

WITNESSETH:

WHEREAS, Buyer desires to purchase and Seller desires to sell certain real property located in Ramsey County, Minnesota, as described below.

NOW, THEREFORE, in consideration of the premises, the mutual promises of the parties hereto and the mutual benefits to be gained by the performance hereof, the parties hereto agree as follows:

1) Sale and Purchase. Subject to the terms and conditions herein set forth, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase the following described property:

(a) Seller's interest (if any) in the real property located in Ramsey County, Minnesota, as more particularly described in Exhibit A attached hereto (the "Premises"). Seller shall convey the Premises to Buyer by quit claim deed (the "Deed").

On the Date of Closing all of the Premises shall be conveyed to Buyer subject to all Permitted Encumbrances. "Permitted Encumbrances" as used herein shall mean all Title Exceptions set forth in the Title Commitment and/or revealed by the Survey, except for any such Title Exceptions to which Buyer has made an Objection (as defined below) and that are not cured by Seller before Closing (as defined below) or approved or deemed approved by Buyer under Paragraph 5) below. Permitted Encumbrances include but are not limited to:

- (i) Local, state and federal building and zoning laws and ordinances;
- (ii) The lien of any real estate taxes and special assessments; and
- (iii) Reservation of any minerals or mineral rights to the State of Minnesota.

2) Purchase Price. Subject to the performance by Seller of all of its obligations hereunder and satisfaction or waiver by Buyer or Seller, as the case may be, of all conditions precedent set forth in Paragraph 8 hereof, Buyer shall pay Seller the sum of Four Hundred Thousand and no/100th Dollars (\$400,000.00) as and for the Purchase Price for the Premises, to be paid at Closing (as defined below).

3) Closing Date. The closing (the "Closing") of this purchase and sale shall take place at a location mutually acceptable to Buyer and Seller on or before May 8, 2013 or such other date to which the parties agree. Said date, as the same may be changed from time to time

pursuant to this Agreement, is referred to herein as the "Date of Closing". Possession of the Premises shall be delivered to Buyer on the Date of Closing.

4) Documents to be Delivered at Closing.

(a) If Buyer shall have performed all of its obligations hereunder as of the Date of Closing, Seller shall, on the Date of Closing, execute where necessary, and shall deliver to Buyer the following (the "Seller Closing Documents"):

(i) A quit claim deed from Seller conveying all of the Premises to Buyer subject to the Permitted Encumbrances, and such other exceptions as otherwise provided in this Agreement.

(ii) An affidavit indicating that to Seller's actual knowledge, on the Date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the Seller and that there has been no skill, labor or material furnished to the Premises at the request of Seller for which payment has not been made except as previously agreed to by Buyer.

(iii) The original, signed copies, or photocopies if Seller does not have an original, signed copy, of all leases, all service, maintenance, management and other contracts in the possession of Seller, all licenses, franchises and permits affecting the Premises in the possession of Seller, and all amendments and modifications to any of the foregoing in the possession of Seller, together with a quitclaim assignment thereof to Buyer and the assumption thereof by Buyer of such items as are expressly accepted by Buyer.

(iv) A certificate stating that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations promulgated thereunder), as required by such code and regulations. Seller represents to Buyer that it has all requisite power and authority to execute this Agreement and the Deed; that its governing body has reviewed this Agreement and has authorized City officials to execute this Agreement and the Deed on behalf of the City, and that the officials who will execute the Agreement and the Deed have the power and authority to execute the same and thereby bind the Seller. Seller shall provide such other documentation as may reasonably be required by Buyer evidencing the right and authority of Seller to sell the Premises and of the parties executing documents on behalf of Seller to bind Seller.

(v) The Seller's Certification as defined in Paragraph 8) below.

(vi) Without limiting the provisions of Paragraph 8) below, complete copies of any unrecorded easements, licenses, permits, or other documents in possession of Seller which reflect an interest in the Premises by any third party,

each of which shall have been disclosed to Buyer no later than ten (10) days after the Effective Date of this Agreement (as defined in Paragraph 11) (p) below).

(vii) A fully executed, binding agreement from Seller ("Reimbursement Agreement"), binding on Seller for a term of fifty (50) years from the Date of Closing, obligating Seller to reimburse Buyer for actual construction costs incurred by Buyer in connection with or related to the obligations of the Premises owner to BP Products North America, Inc., (BP), its successors or assigns, pursuant to that certain easement granted by Seller to BP on the 24th day of October, 2007, and filed and recorded with the Ramsey County Recorder as document number 4065647 on November 13, 2007 (the "BP Easement").

(viii) Seller's agreement that with respect to the existing right of way for Old County Road D (and in (v) below for new County Road D), as follows (the "County D Agreement"): (1) Seller shall retain ownership of and responsibility for the remaining improvements of the bridge located in the right of way; (2) Seller may remove the bridge improvements at Seller's election, but only in such manner as approved by Buyer, which approval shall not be unreasonably withheld, conditioned or delayed, and which shall be subject to Buyer's reasonable determination that the removal in the manner intended by Seller does not impair the integrity of the Premises for use for transportation purposes and to the extent that any such project by Seller requires any easement or grant of rights or other approval from Buyer to be able to proceed, Buyer's grant of such easement or right shall not be unreasonably withheld, conditioned or delayed; (3) if Buyer elects to improve the Premises for transportation purposes, Buyer will remove the bridge and related improvements at Buyer's expense; (4) Seller shall not alter the improvements and related land (including in connection with removal of any of the bridge and related improvements) in such manner as may compromise the use of the Premises for transportation purposes as determined by Buyer, and (5) agreement and acknowledgement that Buyer may elect to develop the Premises for transportation purposes and that such use is consistent with and is not in conflict with the rights of Seller, if any, with respect to any right of way easement with respect to Old County Road D and with respect to new County Road D. The parties intend that the County D Agreement as stated herein, shall survive delivery of the Deed, including as may be memorialized in the Deed, or in a separate agreement delivered at Closing.

(ix) An assignment of a fully executed maintenance agreement by and between BNSF, MnDOT and Seller with respect to the railroad bridge that crosses I-694 and is located over and across the Premises ("694 Bridge") substantially in the form of agreement and assignment attached to this Agreement as Exhibit B (the "Assignment").

(b) If Seller shall have performed all of its obligations hereunder to the Date of Closing, Buyer shall, on the Date of Closing, execute, where necessary, and deliver to Seller the following:

- (i) The Purchase Price.
- (ii) Such other documentation as may be reasonably required by Seller evidencing the right and authority of Buyer to purchase the Premises and of the parties executing documents on behalf of Buyer to bind Buyer.
- (iii) All other documents to be executed by Buyer affecting title to and/or possession of the Premises and necessary or convenient to transfer the same to Buyer under Minnesota law or practice.
- (iv) The Reimbursement Agreement and if an agreement separate from the Deed, the County D Agreement.

Buyer and Seller shall evenly split any closing costs. Buyer shall pay any taxes or fees in connection with the recording the Deed.

5) Title and Survey. Within not more than twenty (20) days after the Effective Date of this Agreement Seller shall at its sole cost and expense deliver to Buyer an current ALTA survey of the Premises (the "Survey") and within twenty (20) days after the Effective Date of this Agreement Seller shall at its sole cost and expense, shall obtain and deliver to Buyer a commitment (the "Commitment") for the issuance of an ALTA owner's policy of title insurance, with extended coverage (Form B revised 2006 issued by a title company approved by Buyer ("Title Company") in the amount of the Purchase Price, committing to insure that Buyer will have good and marketable title to the Premises on the Date of Closing, free and clear of any liens and encumbrances and exceptions to title except the Permitted Encumbrances and without any exceptions for survey matters, liens for labor and materials, rights of parties in possession, easements or claims of easements not shown by public records, and taxes and special assessments which are not shown as existing liens by public records.

Title to the Premises shall be subject to Buyer's approval and all objections to the status of title or any matter shown on the Survey ("Objections") shall be delivered to Seller in writing within twenty (20) days after receipt of both the Commitment and the Survey, together with copies of all documents referenced therein, it being understood and agreed that any Objections not made within said twenty (20) days shall be deemed waived by Buyer. Upon receipt of Buyer's Objections, Seller may, at its sole option, and by written notice to Buyer given within ten (10) days after receipt of Buyer's Objections, elect to (a) cure such defects as identified by Buyer; or (b), terminate this Agreement. Provided, however, that if Seller elects not to cure such defects, Buyer may, at its sole option, and in writing to Seller, agree to waive any Objection(s) Seller refuses to cure, and proceed to Closing.

6) Taxes. Real estate taxes levied against the Premises, but not including unpaid installments of special assessments payable therewith, due and payable in the year of Closing shall be apportioned between Buyer and Seller as of the Date of Closing. Seller shall pay in full all real estate taxes due and payable in 2012 and years prior thereto and all deferred real estate taxes now or hereafter due by virtue of the sale of the Premises including, but not limited to any

amount due under "Green Acres" or similar laws. All unpaid special assessments (including the amount payable with 2013, taxes and any unpaid deferred assessments and similar governmental charges for the installation of roads, utilities and other public improvements) against the Premises for all public improvements which have been levied or are pending as of the Date of Closing will be paid by Seller on the Date of Closing.

If the amount of any such assessment is unknown on the Date of Closing, Seller shall place in escrow, with an Escrow Agent mutually acceptable to Seller and Buyer, an amount equal to one and one-half (1-1/2) times the estimated amount of such assessment. The funds shall be placed in an interest bearing account which will be used to pay in full such assessment and any interest thereon when the amount of the assessment is known, and any excess funds including interest earned on the escrowed funds, shall be paid to the Seller. If such amount held in escrow is insufficient to pay such special assessment when the amount thereof is known, Seller shall promptly pay such deficiency.

7) Damage, Destruction and Eminent Domain. If, prior to Closing, the Premises or any part thereof shall be taken by eminent domain, this Agreement shall become null and void, at the option of either party, which option shall be exercised by written notice given by the party wishing to exercise such option to the other party within ten (10) days after the date of the casualty or the taking by eminent domain. Upon receipt by either party of written notice of an election by the other party to treat this Agreement as null and void, all Earnest Money shall be returned to Buyer. If notice of exercise of the option to terminate has not been received by Buyer or Seller, as the case may be, within the ten (10) day period, or if the parties elect to proceed and to consummate the purchase despite such condemnation, this Agreement shall continue of full force and effect, there shall be no abatement of the Purchase Price, and Seller shall assign to Buyer the right, title and interest of Seller in and to all condemnation awards resulting from such condemnation.

8) Due Diligence/Conditions Precedent. Without limiting any other condition to Buyer's obligation to perform at Closing as provided in any other provision of this Agreement, Buyer's obligations at Closing are expressly contingent upon the following:

(a) Commencing on the date hereof and ending on the thirtieth day thereafter (the "Due Diligence Period"), Buyer shall have the right to come onto the Premises and conduct such investigation of the Premises as it may deem appropriate, including, but not limited to an environmental investigation.

(b) During the Due Diligence Period Buyer shall have the authority to commence, on Seller's behalf, the process of obtaining regulatory approval of the conveyance to Buyer of any right Seller may currently have to establish, or re-establish rail service on the Premises or to complete full abandonment of rail service, all on such terms and conditions as determined by Buyer ("Regulatory Approval"). An express condition precedent of the obligation of Buyer to perform at Closing is Buyer's determination in its sole discretion that it is reasonably satisfied that the Regulatory Approval will or may be obtained to Buyer's satisfaction.

(c) Attached to this Agreement as Schedule 1 is a list of all of the material documents in Seller's possession and control with respect to the BP Easement referred to in Paragraph 4)(a)(vii) above, including correspondence, engineering studies and drawings and other documents reasonably related to establishing the location, depth and attributes of the pipeline installed pursuant to the BP Easement, in Seller's possession and control, which have been delivered to Buyer to enable Buyer to conduct its evaluation of the attributes of the pipeline as Buyer has determined relevant to its consideration of the potential use of the Premises for transportation purposes ("BP Documents"). Attached to this Agreement as Schedule 2 is a list of all the material documents in Seller's possession and control with respect to Old County D as related to the easement and bridge improvements over and across the Premises, which Seller has delivered to Buyer to enable Buyer to conduct its evaluation of facts and circumstances relating to the easement and bridge improvements ("Old County D Documents"). Attached to this Agreement as Schedule 3 is a list of all of the material documents in Seller's possession and control with respect to the to the railroad bridge that crosses I-694 and is located over and across the Premises, which Seller has delivered to Buyer to enable Buyer to conduct its evaluation of facts and circumstances relating to the ownership and maintenance of the bridge ("694 Bridge Documents"). Collectively, the BP Documents, Old County D Documents and 694 Documents are referred to in this Agreement as the Seller's Documents.

As a condition of Buyer's obligation to perform at Closing, Seller shall deliver to Buyer at Closing a certification by an authorized representative of Seller that the documents identified herein as the Seller's Documents are all the documents in Seller's possession and control relating to the matters referred to in 8) (c) above. If there are additional documents relating to such matters, Seller shall deliver the documents to Buyer and Closing shall be delayed to enable Buyer to review and approve the additional documents ("Additional Documents"). If (i) Buyer does not approve of the Additional Documents, (ii) Buyer does not approve of the condition of the Premises as a result of its inspection, or (iii) Buyer does not determine that the Regulatory Approval condition in Paragraph 8)(b) is satisfied during the Due Diligence Period, subject to the limitations on the right to terminate set forth in this Paragraph 8), Buyer shall have the right to terminate this Agreement by written notice given to Seller pursuant to Paragraph 11)(a) hereof, which notice must be received by Seller not later than 5:00 p.m., Central Daylight Time on the last day of the Due Diligence Period, this Agreement shall be deemed void and of no further force or effect and the parties shall have no further obligations to each other except pursuant to Paragraphs 11)(h) and 11)(m). Unless such notice is received as specified in the immediately preceding sentence, Buyer shall be deemed to have waived any objections it may have to the condition of the Premises and the parties shall proceed to close in accordance with this Agreement.

9) Termination. If either party shall fail to perform its obligations hereunder or shall otherwise breach this Agreement, the other party, as its sole remedy, shall have the right to terminate this Agreement by written notice to the other party.

10) "As Is" Condition. By its execution and delivery of this Agreement, Buyer acknowledges and agrees that, except for its agreement to deliver the Seller Closing Documents

at Closing pursuant to Paragraph 4)(a) hereof and any of the other documents to be delivered by Seller at Closing, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:

- (a) the nature, quality or condition of the Premises, including, without limitation, the water, soil and geology;
- (b) the suitability of the Premises for any and all activities and uses which Buyer or any other party may conduct thereon;
- (c) the compliance of or by Seller, the Premises or the operation of the Premises with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (d) the habitability, merchantability or fitness for a particular purpose of the Premises;
- (e) the manner, construction, condition or state of repair or lack of repair of any improvements located on the Premises;
- (f) the nature of Seller's interest in the Premises or the quality of its title thereto; or
- (g) any other matter with respect to the Premises.

Buyer further acknowledges and agrees that the transfer of the Premises as provided for in this Agreement is and will be made on an "AS IS, WHERE IS" condition and basis (including environmental matters and compliance with the Americans with Disabilities Act), with all faults. Buyer further agrees that all decisions concerning the Premises and the condition thereof shall be based upon its inspection as provided herein and not upon any representation of Seller. The foregoing disclaimers shall be included in the Deed delivered at Closing.

11) Miscellaneous.

(a) Notices. Any notice required herein shall be in writing and shall be deemed effective and received (a) upon personal delivery; (b) five (5) days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a national overnight air courier, fees prepaid, to Seller or Buyer at the following addresses:

If to Seller:	City of Maplewood 1830 County Road B East Maplewood, MN 55109 Attn: City Engineer
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If to Buyer:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street East
Saint Paul, Minnesota 55101
Attn: Director

Either party may designate an additional or another address upon giving notice to the other party pursuant to this paragraph. For the purposes of this Paragraph, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the State of Minnesota;

(b) Interpretation. This Agreement constitutes the entire understanding between the parties. It may be amended or modified only in a writing signed by Seller and Buyer. The paragraph headings are for convenience only and shall not enter into the interpretation hereof;

(c) Waivers. Neither the extension of time or payment of any sum of money to be paid hereunder nor any waiver by Seller or Buyer of its right to declare this Agreement forfeited by reasons of any breach hereof, shall in any manner affect the right of Seller to terminate this Agreement because of a subsequent default;

(d) Additional Documents. After the Closing, each of the parties, without further consideration, agrees to execute such additional documents as may reasonably be necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective parties hereunder;

(e) Commissions. Seller hereby warrants to Buyer and Buyer hereby warrants to Seller that no broker, agent or finder has been retained by either party, and that, except as set forth herein, no broker's commissions, finder's fees or like charges have been incurred in connection with this transaction;

(f) Parties. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

(g) Survival. The warranties, representations, covenants, indemnities and guarantees contained herein shall survive Closing of this transaction.

(h) Confidentiality. Buyer agrees that it will keep all aspects of the transaction contemplated by this Agreement confidential and shall not disseminate or discuss the contents of this Agreement to or with any party (except as may be required for the decisions of Buyer required herein) and shall cause any of its agents and/or employees and/or contractors to whom this transaction is disclosed also to maintain said confidentiality;

(i) Assignment. This Agreement may not be assigned or transferred by Buyer to any person or entity without Seller's prior written consent. In the event of a transfer made without Seller's prior written consent, this Agreement shall be null and void, at Seller's option, and Seller shall have no obligation to deal with any such transferee or assignee. Such transfer shall constitute a breach of Buyer's obligations hereunder and shall entitle Seller to exercise all rights and remedies available to it under this Agreement, at law or in equity;

(j) Time. Time shall be of the essence hereof;

(k) Construction. The parties agree that counsel for both parties have reviewed this Agreement. Accordingly, neither party shall be deemed to have drafted this Agreement and, by reason of the drafting hereof, shall not be construed against either party in the event of a dispute. This Agreement shall be governed in accordance with the laws of the State of Minnesota;

(l) Survival. The parties agree that only the adjustment provisions of Paragraphs 60 and 11)(g) shall survive the delivery of the Deed described in Paragraph 4)(a) hereof. All other agreements, if any, contained in this Agreement shall terminate upon delivery to Buyer of the Deed, except that the parties intend that the Reimbursement Agreement, County D Agreement and the Assignment shall survive delivery of the Deed.

(m) Use of Premises. From and after the date hereof, Buyer, and its agents, employees, contractors and invitees, may enter upon the Premises in order to:

(i) perform surveying, soils, hazardous substances, and engineering testing thereon; and

(ii) show the Premises to prospective contractors.

Buyer hereby agrees to defend and hereby indemnifies and holds Seller harmless from and against any and all losses, claims, causes of action, liabilities and costs of defense incurred by Seller arising out of the actions of Buyer, its agents, employees, contractors or invitees, unless due to the negligence or willful misconduct of Seller or its agents, employees or contractors. Buyer shall pay all costs of removing and replacing any improvements on the Premises which must be removed in order to conduct such tests. Seller shall give Buyer and its counsel and representatives full access, at all reasonable times, prior to and after Closing, to all existing data and records in the possession or control of Seller with respect to the ownership of the Premises and the right to examine and copy the same, and shall furnish Buyer with all such information concerning the same as Buyer may reasonably request. Any such examination or copying shall be at Buyer's sole cost and expense;

(n) Public Announcement. Seller and Buyer agree that they will make a joint public announcement of the transaction contemplated hereby at such time and in such manner as they may mutually agree upon;

(o) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument; and

(p) Effective Date. This Agreement shall not be binding upon the parties hereto until it is fully executed by each of the parties. The date it is fully executed by both parties is the "Effective Date of this Agreement".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

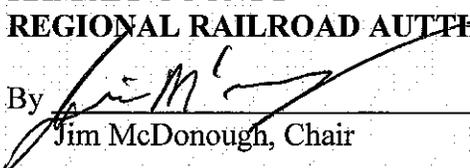
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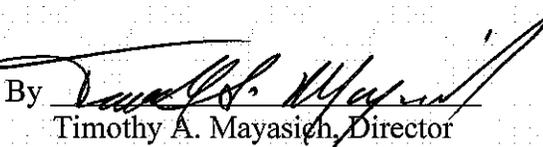
CITY OF MAPLEWOOD

By _____
Its _____

BUYER:

**RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY**

By 
Jim McDonough, Chair

By 
Timothy A. Mayasich, Director

Approved as to form:

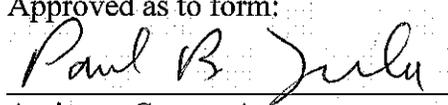

Assistant County Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

The real property situated in the County of Ramsey, State of Minnesota legally described as follows:

Tract B:

All that part of the 150 foot wide BNSF Railway Company right-of-way located in the South Half of the South Half of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies Southerly of a line drawn perpendicular with the Easterly right-of-way line of said Railway right-of-way from a point thereon distant 35.00 feet Northeasterly from the intersection of said Easterly right-of-way line with the Northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966, as Document No. 1687969.

Tract D:

All that part of the 150 foot wide BNSF Railway Company right-of-way located in the Northwest Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota which lies Northerly of a line drawn perpendicular with the center line of said Railway right-of-way from a point thereon distant 183.00 feet Northeasterly from the intersection of said center line with the Southerly line of said Northwest Quarter.

Ramsey County, Minnesota
Abstract Property

EXHIBIT B

FORM OF ASSIGNMENT (With 694 Bridge Maintenance Agreement attached)

ASSIGNMENT OF BRIDGE AGREEMENT

THIS ASSIGNMENT OF BRIDGE AGREEMENT (“Assignment Agreement”) is made as of the _____ day of May, 2013, and is by and between the City of Maplewood, a Minnesota municipal corporation (“Assignor”), and the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (“Assignee”).

RECITALS:

1. Assignor is the owner of certain real property that is the segment of former BNSF Railroad Right of Way in the City of Maplewood that extends from Beam Avenue north to a point north of right of way of T.H. 694 (I-694) (the “Property”).
2. Assignor is selling the Property to Assignee.
3. There is an existing bridge over I-694 (the “Bridge”). The Bridge is situated within the area of the Property and was constructed by Mn/DOT to elevate rail traffic to accommodate I-694 traffic.
4. Assignor and the State of Minnesota through its Commissioner of Transportation (the “State”) entered into a Cooperative Construction Agreement, Mn/DOT Contract No. 02472, dated _____, 2013, regarding the ownership and maintenance of the Bridge (the “Bridge Agreement”).
5. Section 4.1 of the Bridge Agreement provides that Assignor may assign its rights and obligations under the Bridge Agreement to Assignee.
6. Assignor and Assignee desire and intend that contemporaneous with Assignor’s conveyance to Assignee of ownership of fee title to the Property, Assignor shall assign to Assignee, and Assignee accept and assume, the rights and obligations of Assignor under the Bridge Agreement and that the Assignment be effective as of the date of said conveyance.

NOW, THEREFORE, in consideration of the mutual covenants between the parties and the consideration for the purchase and sale between Assignor and Assignee as set forth in the Recitals above, Assignor and Assignee agree as follows:

1. The Recitals set forth above are hereby incorporated herein.
2. Assignor hereby assigns, grants, transfers and conveys to Assignee, all of the right, title and interest of Assignor in and to the Bridge Agreement and the rights and obligations of Assignor under the Bridge Agreement (the “Assignment”).
3. Assignee hereby accepts said Assignment and assumes the rights and obligations of Assignor under the Bridge Agreement from and after the Assignment.

4. Assignor hereby indemnifies and holds Assignee harmless from all obligations of Assignor which accrued pursuant to the Bridge Agreement prior to the Assignment. Assignee hereby indemnifies and holds Assignor harmless from all obligations of Assignee under the Bridge Agreement which accrue from and after the Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement to be effective as of the date first written above.

ASSIGNOR: City of Maplewood

ASSIGNEE: Ramsey County Regional Railroad Authority

By _____
Jim McDonough, Chair

Approved as to form:

Assistant County Attorney

SCHEDULE 1

BP DOCUMENTS

[LIST TO BE FURNISHED]

SCHEDULE 2
OLD COUNTY D DOCUMENTS
[LIST TO BE FURNISHED]

SCHEDULE 3

694 BRIDGE DOCUMENTS

[LIST TO BE FURNISHED]

Mn/DOT Contract No: 02472

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MAPLEWOOD
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Control Section: 6286
Trunk Highway Number (T.H.): 694
Bridge Number: 62822

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Maplewood acting through its City Council ("City").

Recitals

1. There is an existing bridge over T.H. 694, Bridge No. 62822 ("Bridge"); and
2. The State and BNSF Railway Company ("BNSF") (formerly known as Northern Pacific Railway Company) have an agreement (Agreement No. 54881 and amendment 1 to that agreement and letters regarding placement of sign structures on the Bridge) which dedicates an easement for highway purposes, for the construction of T.H. 694 and the construction, maintenance and repair of the Bridge (the "Bridge Agreements"); and
3. The State and BNSF have a letter of request for the placement of highway signs on the Bridge; and
4. The City in September 2005 purchased certain property from BNSF and Minnesota Commercial Railway Company, including the right, title and interest of BNSF with respect to the property of BNSF that is crossed by T.H. 694 and with respect to the Bridge; and
5. The City, BNSF, Minnesota Commercial Railway, and the State intend to execute, contemporaneous with this Agreement, an Agreement of Assignment, Assumption, and Consent, which will confirm the transfer to the City of all of BNSF's and Minnesota Commercial's rights, title, interests, obligations and liabilities under the Bridge Agreements including with respect to maintenance and repair of the Bridge; and
6. The State and City desire and intend to enter into a new agreement that would modify the Bridge Agreements by replacing those portions of the Bridge Agreements that relate to maintenance and repair of the Bridge; and
7. The City has granted an easement to Ramsey County for the construction and operation of a bicycle/pedestrian trail (the "Bruce Vento Trail" or "Trail") and a portion of the Bruce Vento Trail is located on the Bridge and uses the Bridge to cross T.H. 694; and
8. Minnesota Statutes § 161.20, subdivision 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. **Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**
 - 1.1. *Effective date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
 - 1.2. *Expiration date.* This Agreement will expire as provided in Section 2.3 of this Agreement..
 - 1.3. *Survival of terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement,

Mn/DOT Contract No: 02472

including, without limitation, the following clauses: 2. ; 5. Liability; Worker Compensation Claims; Insurance; 7. State Audits; 8. Government Data Practices; 9. Governing Law; Jurisdiction; Venue; and 11. Force Majeure.

1.4. *Exhibits.* The Agreement of Assignment, Assumption, and Consent entered into by BNSF, Minnesota Commercial Railway, the City and the State on [DATE], 2013, is attached hereto as Exhibit 1.

2. Maintenance by the Parties

The State and the City agree to terminate all provisions relating to maintenance and repair of the Bridge contained in the Bridge Agreements and to share in the maintenance and repair of the Bridge, as it exists today, as follows:

2.1. *Maintenance by the City.* The City, at its expense, shall provide for the maintenance and repair the upper portion of the Bridge above the bridge deck, including railings, fence, and as between the State and the City, the City shall maintain and repair the Trail and subsurface needed for the Trail. The City shall provide for any trash pick-up and removal, plowing and removal of snow, graffiti removal, signage pertaining to usage of the Trail, painting on the Trail side of the Bridge, and similar maintenance associated with the Trail. Any maintenance activities shall be performed in a manner such that no debris, snow or other matter is deposited on the highway or right of way below. The City shall also maintain the approaches to the Bridge outside the highway right-of-way.

The City shall not place or display any non-trail signs, flags, or other objects on the bridge.

The parties intend that this Agreement does not establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become a Section 4(f) property subject to 23 U.S.C. §138 or 49 U.S.C. §303. If a determination is made that the trail is subject to Section 4(f), the City shall have full responsibility to obtain and implement any Section 4(f) approvals and compliance requirements.

2.2. *Maintenance by the State.* The State, at its expense, shall maintain and repair the Bridge, starting with the bridge deck and including the abutments, beams, the highway right-of-way including backslopes and masonry slope protection, drainage facilities within the highway right-of-way and painting of the Bridge from the ground up through the bridge deck. The State has no responsibilities for maintenance of the Bridge above the bridge deck. The State may in its discretion attach to the Bridge signage relating to usage of the highway.

2.3. *Future replacement of the Bridge.* At such time as either party determines that the Bridge should be replaced or requires that a change be made that materially modifies the structure of the Bridge, whether caused by highway work or use of the Bridge for Trail or other purposes, this Agreement will terminate and the parties shall negotiate a new maintenance agreement. The agreement of the parties to negotiate and enter into a new maintenance agreement shall not be construed to mean that the parties have agreed in this Agreement that the new maintenance agreement shall alter their respective rights with respect to the existence of the highway, the crossing of the highway by a bridge at the current location of the Bridge, as may exist or be established by the Bridge Agreements or other agreements by and between the parties or their predecessors.

3. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

3.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Blvd, MS682, St. Paul, MN 55155
Telephone: 651.366.4634
Fax: 651.366.4769

Mn/DOT Contract No: 02472

E-Mail: maryanne.kellysonnek@state.mn.us

3.2. The City's Authorized Representative will be:

Name/Title: Chuck Ahl, P.E., Assistant City Manager/Public Works Director (or successor)
Address: City of Maplewood, 1830 County Road B East, Maplewood, MN 55109
Telephone: 651.249.2056

4. Assignment; Amendments; Waiver; Contract Complete

- 4.1. *Assignment.* The City may assign its rights and obligations under this Agreement to the Ramsey County Regional Rail Authority upon written notice of such assignment to the State. Otherwise, neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the Parties.
- 4.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 4.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 4.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City regarding the maintenance of the Bridge. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Liability; Worker Compensation Claims; Insurance

- 5.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

6. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Mn/DOT Contract No: 02472

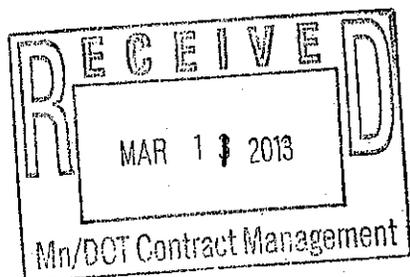
10. Termination

This Agreement may be terminated by mutual agreement of the parties.

11. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]



Mn/DOT Contract No: 02472

CITY OF MAPLEWOOD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: [Signature]

Title: 2/28/2013

Date: MAYOR

By: [Signature]

Title: Asst City Manager

Date: 2/28/13

DEPARTMENT OF TRANSPORTATION

Approved: _____

By: [Signature] (State)

Date: 3/7/2013

COMMISSIONER OF ADMINISTRATION

By: [Signature]
(With delegated authority)

Date: March 18, 2013

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

AGREEMENT OF ASSIGNMENT, ASSUMPTION, AND CONSENT

This is an Agreement of Assignment, Assumption, and Consent (this "Assignment") by and among City of Maplewood (the "City"), a Minnesota municipal corporation, BNSF Railway Company ("BNSF"), a Delaware corporation, Minnesota Commercial Railway Company ("Minnesota Commercial"), a Minnesota corporation, and the State of Minnesota through its Commissioner of Transportation (the "State"). The premises of this Agreement are as follow:

A. Pursuant to that certain Real Estate Purchase and Sale Agreement dated effective September 26, 2005, by and among the City, BNSF, and Minnesota Commercial (the "Sale Agreement"), City purchased certain property (the "Property") from BNSF.

B. Minnesota Commercial was made a party to the Sale Agreement because it was providing freight rail service on the Property under a lease with BNSF.

C. The transaction contemplated by the Sale Agreement was consummated on September 30, 2005 (the "Closing").

D. The Property acquired by the City pursuant to the Sale Agreement included a railroad bridge (the "Bridge") that crosses over Interstate Highway 694.

E. It has come to the attention of the parties that there are certain agreements between Northern Pacific Railway Company ("NP") (BNSF's predecessor by merger) and the State that pertain to the construction, maintenance, and use of the Bridge (collectively, the "Bridge Agreements"), to wit: (1) Agreement dated November 16, 1965, a true copy of which is attached hereto as Attachment 1 (which Agreement is variously identified as State Agreement No. 54881 and BNSF agreement number NP17937); (2) Supplemental Agreement No. 1 dated February 21, 1966, a true copy of

which is attached hereto as Attachment 2; and (3) letter agreement regarding a directional highway sign on the Bridge, as set forth in letter dated July 29, 1969 from the State to NP and letter dated October 30, 1969 from NP to the State, true copies of which are attached hereto as Attachment 3.

F. It was the intent of the City, BNSF, and Minnesota Commercial that the Bridge Agreements be included as part of the City's purchase of the Property. In the event there is any doubt concerning such intent, the City, BNSF, and Minnesota Commercial desire to clarify such intent through this Assignment.

G. Consequently, BNSF and Minnesota Commercial desire to assign and transfer to the City, retroactive to the Closing, all of BNSF's and Minnesota Commercial's rights, interests, obligations, and liabilities under the Bridge Agreements, all in accordance with the terms and conditions set forth in this Assignment.

H. The City is willing to accept such assignment and transfer, all in accordance with the terms and conditions set forth in this Assignment.

I. The State is willing to consent to such assignment and transfer, all in accordance with the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. BNSF and Minnesota Commercial hereby assign and transfer to the City all of BNSF's and Minnesota Commercial's rights, interests, obligations, and liabilities under the Bridge Agreements, effective retroactive to the Closing.

2. The City hereby accepts such assignment and transfer and assumes all of BNSF's and Minnesota Commercial's obligations and liabilities under the Bridge Agreements, effective retroactive to the Closing.

3. The State hereby consents to the foregoing assignment and transfer and hereby releases BNSF and Minnesota Commercial from any obligations and liabilities arising under the Bridge Agreements from and after the Closing.

[balance of page intentionally left blank; signature pages follow]

[signature page for Agreement of Assignment, Assumption, and Consent]

City of Maplewood

By: [Signature]
Print Name: WILL ROSS
Title: MAYOR
Date: 2/7/12

and

By: [Signature]
Print Name: JAMES W. BROWN
Title: VIC. MEMBER
Date: 2-7-12

Approved as to form:

By: [Signature]
Print Name: H. ALAN KANZUP
Title: CITY ATTORNEY
Date: 27 JAN 12

[signature page for Agreement of Assignment, Assumption, and Consent]

BNSF Railway Company

By: _____



Print Name: _____

Mark D. Ude

Title: _____

AVP Corporate Real Estate Development

Date: _____

10-24-12

[signature page for Agreement of Assignment, Assumption, and Consent]

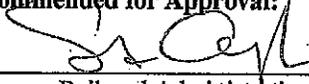
Minnesota Commercial Railway Company

By: Wayne Hull
Print Name: Wayne Hull
Title: Director of operations
Date: 12-12-2011

[signature page for Agreement of Assignment, Assumption, and Consent]

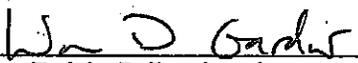
STATE OF MINNESOTA:

Recommended for Approval:

By: 
Manager, Railroad Administration Section

Date: 1/30/13

COMMISSIONER OF TRANSPORTATION

By: 
Director, Freight, Railroads and
Waterways

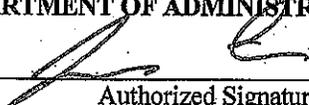
Date: 1/30/13

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: NA Date: _____ MAPS: _____

**APPROVED:
DEPARTMENT OF ADMINISTRATION**

By: 
Authorized Signature

Date: 1-30-2013

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Attachment 1

**[Attach copy of Agreement dated November 16, 1965 and Exhibits A, B, C, D, and E
thereto]**

Agreement No. 54981

S.P. 6286-03 (T.H. 69h-393)
Min. Proj. I-IG-69h-5(39)235
Underpass Bridge No. 62822
0.9 Mi. W. of Jct. (In White Bear Lake)
of White Bear Ave. and T.H. 69h
South of White Bear Lake, Minnesota
NORTHERN PACIFIC RAILWAY COMPANY

THIS AGREEMENT, made this 16th day of November, 1965,
by and between the NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the
"Company," and the STATE OF MINNESOTA, acting by and through its Commissioner of
Highways, hereinafter called the "State," WITNESSETH:

WHEREAS, plans and specifications have been prepared by the State for the
construction of an underpass bridge, (numbered in the records of the State as
Underpass Bridge No. 62822) for the purpose of causing separation of grades at
the intersection of Trunk Highway No. 69h, as duly established, and the railroad
track of the Company south of White Bear Lake, Ramsey County, Minnesota, at the
location shown on the map attached hereto, marked Exhibit "B," dated August 19,
1965, and made a part hereof and incorporated herein by reference; and

WHEREAS, said plans and specifications have been approved by the Chief
Engineer of the Company; and

WHEREAS, said plans are on file in the Office of the Department of Highways,
St. Paul, Minnesota, being identified as "Trunk Highway No. 69h, State of
Minnesota, Department of Highways, Bridge No. 62822, located South of White Bear
Lake, Ramsey County, Minnesota"; and

WHEREAS, said specifications are on file in the Office of the Department of
Highways, St. Paul, Minnesota, being identified as "Special Provisions for
S.P. 6286-03 (T.H. 69h-393), Minnesota Project I-IG-69h-5(39)235, Bridge No.
62822, located on Trunk Highway No. 69h under the Northern Pacific Railway
Company's track south of White Bear Lake, Ramsey County, Minnesota," which together
with the "Minnesota Department of Highways, St. Paul, Standard Specifications
for Highway Construction, dated January 1, 1964," on file in the Office of the
Commissioner of Highways, will constitute the specifications for said improvement;
and

WHEREAS, the Commissioner of Public Roads, acting through appropriate agencies and departments, has approved the construction of said underpass bridge as a Federal Aid Project, designated in the records of the Bureau of Public Roads as Minnesota Project I-10-694-5(39)235; and

WHEREAS, pursuant to "Policy and Procedure Memorandum No. 21-10, dated October 3, 1958," duly issued by the Commissioner of Public Roads, it has been determined by the Commissioner of Public Roads that the aforesaid railway-highway project shall be classified under said Memorandum as "Existing Railroad Crossed by New Highway," and that under said Federal law, rules and regulations there are no ascertainable benefits to the Company as determined in said Memorandum; and

WHEREAS, condemnation proceedings entitled "State of Minnesota vs. Fern G. Peterson et al" have been instituted in District Court, Ramsey County, to acquire that portion of the Company's right of way colored green on said Exhibit "B" which is required for the construction and maintenance of said Underpass Bridge No. 62822, and which is described in said proceedings as Parcel 7 A- S.P. 6286 (694-393)901; and

WHEREAS, the State desires that the Company grant a permission for the construction and maintenance of said Trunk Highway No. 694 upon and across the right of way of the Company at this location and further desires that the Company joins it in the construction of an underpass bridge; to-wit: said Underpass Bridge No. 62822, at the location shown on said Exhibit "B", and the Company is willing to do so upon the terms and conditions hereinafter stated,

NOW, THEN, IT IS AGREED:

1. The State of Minnesota, Department of Highways, "Standard Clause# for Grade Separation Agreements," dated November 15, 1963, is attached hereto as Exhibit "A" and hereinafter referred to as "Standard Clauses." All of the terms and conditions set forth in the "Standard Clauses" are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth herein.

2. That said plans and specifications for the construction of said bridge, numbered Underpass Bridge No. 62822, referred to and identified in the foregoing recitals, be and are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth herein.

3. The State agrees to acquire and furnish the right of way necessary for the construction of the one-track shoofly made necessary by reason of the construction of said Underpass Bridge No. 62822. The land to be furnished by the State hereunder for said shoofly is shown in yellow on Exhibit "B" attached hereto.

4. It is contemplated that the construction of said Underpass Bridge No. 62822 and the project of which it is a part is, under the laws of the United States and the rules and regulations from time to time issued thereunder, eligible to be classified as "Existing Railroad Crossed by New Highway" and that as such, under said laws of the United States and said rules and regulations, it may be financed in whole with available Federal Aid without any contribution by the Company.

It is contemplated that the United States is to pay by way of Federal Aid the entire cost of the work to be performed under the contract to be let by the State but, in the event that the United States shall fail to pay any part of the cost of the said work, the State agrees to pay what the United States does not pay; provided, however, that nothing herein contained shall prevent the State from pursuing and enforcing any of its common law and statutory rights which it may have against any tortfeasor, including any contractor and the Company.

The State agrees to supervise and have charge of the work to be performed under the contract to be let by it. It is contemplated that the cost of such supervision shall be reimbursed by the United States. If any part thereof shall not be reimbursed by the United States, the State agrees to assume and pay such costs.

5. The Company, for and in consideration of the sum of Twenty-Five Dollars

(\$25.00) to be paid upon full execution of this agreement, so far as it has the power to do so, and expressly conditioned upon the performance by the State of all the covenants and agreements herein set forth to be by it kept and performed, hereby consents to the continuous use by the State for a public highway and for no other purpose, the strip of land across the right of way and property of the Company, shown colored in red upon said Exhibit "B" attached hereto and made a part hereof, and hereby dedicates said strip of land to the public use forever for highway purposes, said strip of land being more specifically described as follows:

All that part of the following described tract:

That part of the Northern Pacific Railway Company's right of way in the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of section 34, township 30, north, range 22 west, lying within a distance of 25 feet on each side of said railway company's main track center line;

which lies northerly of a line run parallel with and distant 184 feet southerly of Line 1 described below and southerly of Line 2 described below:

Line 1. Beginning at a point on the east line of said section 34, distant 556.14 feet north of the southeast corner thereof; thence run westerly at an angle of 88°45' with said east section line (measured from south to west) for 303.86 feet; thence deflect to the right at an angle of 2°50'30" for 3000 feet and there terminating;

Line 2. Beginning at the point of intersection of the northwesterly right of way line of said railway company with a line run parallel with and distant 100 feet northerly of Line 1 described above; thence run northeasterly to the point of intersection of the southeasterly right of way line of said railway company with a line run parallel with and distant 190 feet northerly of said Line 1 and there terminating;

containing 0.38 acre, more or less.

Reserving, however, unto the Company, its successors and assigns, the right and privilege to use said land for any and all purposes (including maintenance and operation of railroad tracks and facilities), not inconsistent with the use thereof for highway purposes, and further reserving unto the Company the right to prevent the placement or maintenance of any utility facility upon said land in a manner which would unreasonably interfere with

the maintenance and safe and continuous operation of said railroad tracks and facilities. The aforesaid reservation shall not be construed to permit the Company to deny to any utility any right to place their facilities upon said land, nor to subject said utilities to any fee or charge whatsoever. The State shall furnish copies to the company of any application, including all plans and specifications attached thereto, for the construction or maintenance of a utility to be placed or maintained upon said land.

6. The company hereby grants to the State the right to enter upon and perform construction operations necessary to construct Underpass Bridge No. 62822 on the Company's right of way in the areas shown green on Exhibit "B", said areas being more particularly described as Parcel 7A-S.P. 6286(69h-393) 901 in the aforementioned condemnation proceeding.

7. At the request of the State, subsequent to the execution of this agreement and approval of the project by the Bureau of Public Roads, the Company shall install and remove the shoe-fly track, remove and reinstall its track on the bridge, and make all changes in its facilities required by reason of the construction of said Underpass Bridge No. 62822 in substantial accordance with the layout and detailed estimate, which are attached hereto and made a part hereof and marked Exhibits "C" and "D".

If the Company enters into a contract or agreement with a contractor to perform the aforementioned installation and removal of the shoe-fly track, the removal and reinstallation of its track on the bridge and changes in its facilities required by reason of the construction of said Underpass Bridge No. 62822, the Company, for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all the nondiscrimination provisions set forth in Exhibit "E", attached hereto and made a part hereof, in any such contract or agreement.

8. The actual costs of the work performed by the Company in accordance with the foregoing paragraph, shall be ascertained in the manner hereinafter set forth and shall be paid to the Company by the State,

provided, however, the amount to be paid by the State for such work shall not exceed the amount on which the Federal Government bases its reimbursement for such work. Such reimbursable costs shall be ascertained in accordance with the provisions of this agreement and the provisions contained in Policy and Procedure Memorandum No. 30-3 of the Bureau of Public Roads, effective August 15, 1955, and of any other Federal rule or regulations applicable thereto. It is understood that the following estimate of work to be performed by the Company is for informational purpose only. The estimate of cost of the various items of work to be done by the Company hereunder with its own equipment and regularly employed forces and in accordance with the Company's agreements with such regularly employed forces is as follows, and in further accordance with detailed estimate attached hereto and marked Exhibit "D":

Field Engineering and Inspection	\$6,500
Extend Culvert and Remove Timber Grill	590
Construct Shoofly	28,275
Adjust Bridge No. 7	2,000
Remove Track at New Underpass	619
Temporary and Permanent Communications Work	4,827
Temporary and Permanent Signal Work	3,255
Restore Main Track	2,911
Install Inner Guardrail	1,466
Remove Shoofly	4,422
Salvage	12,068 Credit
TOTAL ESTIMATED COST	\$42,800

9. In the event it is determined that a change from the foregoing statement of work to be performed by the Company is required, it shall be authorized only by a written change or extra work order issued by the State and approved by the Division Engineer of the Bureau of Public Roads prior to performance of the work involved in the change. Where an emergency requires, the advance approval of the Division Engineer of the Bureau of Public Roads

may be obtained by telegraph.

10. Upon completion of said bridge, the Company will maintain the entire bridge structure, except the State may maintain all or any part of the structure which may be seen from the highway. The word "maintain" as used herein shall be construed as being synonymous with the word "repair" and shall include restoration to a sound or good state after decay, injury, dilapidation, or partial destruction. The expense incurred with its own equipment and regularly employed forces for maintaining all portions of said structure, except the rails, ties, ballast and inner guard rails thereon shall be ascertained and paid to the Company by the State in the manner and to the extent set forth in Standard Clause 15.

The Company will maintain, at its expense, the railway approaches to the bridge and its right of way outside of the highway right of way. The Company will control all drainage on its right of way.

11. The State will maintain its entire roadway up to and including its backslashes and masonry slope protection within its right of way and across the right of way of the Company. The State will maintain all drainage facilities within its right of way, so as not to cause damage to the bridge or its approaches.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be
duly executed as of the day and year first above written.

In Presence of:
R. G. Carman
V. A. [unclear]

NORTHERN PACIFIC RAILWAY COMPANY
By: [Signature]
VICE PRESIDENT
Attest: Richard H. Berke
Assistant Secretary

Recommended for Approval:
[Signature]
Engineer of Railway Negotiations

Recommended for Approval:
[Signature]
Bridge Engineer

In Presence of:
[Signature]
[Signature]

STATE OF MINNESOTA
By: [Signature]
Commissioner of Highways
Dated: 11-16, 1965

Approved as to Form and Execution:
[Signature]
Special Assistant Attorney General

Approved: DEPARTMENT OF ADMINISTRATION
By: [Signature]
Authorized Signature

43 SEP 22
HAS BEEN ENCUMBERED FOR THE DEBIT
TION HEREOF AGAINST THE PROBABLY
UNRECORDED BALANCE OF THE PROPER
APPROPRIATION AND ALLOWMENT.
NOV 22 1965
STAFFORD KING, State Auditor
By: [Signature]
Authorized Signature

STATE OF MINNESOTA }
COUNTY OF RAMSEY } 88

On this 12th day of November, 1965, before
me, a Notary Public within and for said County, personally appeared
E. L. STEINBRIGHT and Richard A. Boulka
to me personally known, who, being each duly sworn, did say that they
are respectively the VICE PRESIDENT and
Assistant Secretary, of the corporation named in
the foregoing instrument, and that the seal affixed to said instrument
is the corporate seal of said corporation, and that said instrument was
signed and sealed in behalf of said corporation, and
E. L. STEINBRIGHT and Richard A. Boulka
acknowledged said instrument to be the free act and deed of said
corporation.

(SEAL)

Richard A. Boulka
Notary Public, Ramsey County, Minnesota
My Commission Expires August 30, 1970

H.P.

STATE OF MINNESOTA
DEPARTMENT OF HIGHWAYS
"STANDARD CLAUSES"
FOR
GRADE SEPARATION AGREEMENTS
NOVEMBER 15, 1963

1. The State agrees to submit the plans and specifications for the construction of the grade separation structure to the Railroad and Warehouse Commission for its approval and the approval of the separation of grades of the tracks of the Company and of the trunk highway as shown in the plans and specifications referred to in the grade separation agreement.

2. The State agrees to let a contract pursuant to law for the construction of the grade separation structure in accordance with said plans and specifications.

3. The State agrees that all work provided to be done by the State on the right of way of the Company shall be performed and completed in accordance with said plans and specifications in a manner satisfactory to the Chief Engineer of the Company or his authorized representative. The State agrees that any contract let by it for the performance of any construction work contemplated by this agreement will require the contractor to comply with all of the provisions relating to work on railroad right of way contained in specifications for highway construction issued by the State, dated January 1, 1964, and to carry railway insurance in accordance with "Bureau of Public Roads Policy and Procedure Memorandum No. 20-12, dated March 5, 1959." providing protection to the railway company.

4. The State reserves the right to make such changes in the plans or character of the work as the work under the contract progresses as shall in the Commissioner of Highways' judgment be reasonably necessary to cause the agreed grade separation structure to be in all things constructed and completed in a satisfactory manner and, to that end and as supplemental to any contract let for the construction of said project, to enter into any supplemental agreement with the contractor for the performance of any extra work or work occasioned by any necessary advantages or desirable change in plan. Any such changes in plans or the character of work involving the said structure or the company's facilities will be subject to the approval of the Company.

5. The State agrees that it will from time to time as the work progresses and at the completion thereof take such steps and perform such acts as may be necessary or required under any law of the United States or of any rule or regulation issued by

11/15/67

proper Federal authority in order to obtain and receive any Federal Aid made available for the construction of said project.

6. The work to be performed by the Company in connection with the construction of the grade separation structure is to be considered a part of the cost of said grade separation insofar as such items of work and expense are eligible for reimbursement under Federal laws, and the rules, regulations and memoranda of the Bureau of Public Roads of the Department of Commerce, and it is contemplated that the Company will be reimbursed with Federal Funds made available therefor.

7. The Company shall keep account of its work in such a way that said accounts may be readily audited.

8. The State will reimburse the Company with Federal Funds for actual expense it will incur rearranging its facilities upon receipt of partial or final bills, marked "Progressive Bill No. 1, No. 2, etc." or "First, Second, etc., and "Final" and signed by an officer of the Company, rendered in sextuplet on which the State will pay 90%. Final payment will be made after audit of a final detailed bill, rendered in sextuplet, in accordance with Bureau of Public Roads Policy and Procedure Memorandum No. 30-3. Partial bills do not need to be in detail.

9. Said final bill shall be a complete, detailed and itemized statement of all items of work and so arranged and divided as to conform to each of the items of work performed by the Company as shown in the appropriate exhibit or exhibits attached to the grade separation agreement.

10. Upon request of the State's Engineer during prosecution of the work, the Company's representative in charge thereof shall furnish full detailed information as to progress of work and amount of labor and material used to date.

11. The Company agrees that its representative in charge of the work shall furnish the State's Engineer "Monthly Report of Employment, Form 2233," signed in duplicate, showing the number of names on payroll, classification, total hours and total wages paid for each month not later than the week following the month in which the work was performed.

12. The Company agrees that in addition to the foregoing records and acts it will from time to time make such other reports, keep such other records and perform such other work in such manner and time as may be necessary to enable the State to collect and obtain available Federal Aid.

13. The Company agrees that it will notify the State's Engineer in charge of the project as to starting, stopping, resumption and completion dates.

EXHIBIT "A" - Page 2

11/15/65

14. In the event that the State does not enter into a contract for construction of the project contemplated by this agreement on or before a day twelve (12) months after the date this agreement is fully executed, then either party may, at any time thereafter, serve notice of cancellation upon the other party by registered mail, and this agreement shall immediately be cancelled and terminated; provided, however, that the Railway Company shall be reimbursed in full by the State for all engineering costs incurred after this agreement is fully executed and prior to said cancellation.

15. The reimbursable maintenance costs shall not extend to the repair of any damage to the bridge structure resulting from the operations of the Company for which the Company has any common law or statutory liability. The reimbursable maintenance costs shall be limited to the actual cost of labor and materials used and to the reasonable rental value of equipment used. Except as hereinafter provided in the case of emergency repairs, reimbursement shall be made only if the Company has submitted its proposed repairs to the State, including an estimate of cost of such repairs, and approval has been received from the State in writing in advance of starting work by the Company. If the Company is unable to obtain the State's approval of such repairs, it may request and require the State to let a contract for the necessary work. Should an emergency exist requiring immediate repairs to said bridge structure in order to maintain railroad traffic, in such event the Company shall be only required to notify the State as soon as reasonably possible that the emergency has arisen and that the Company is proceeding with the work. The Company hereby acknowledges that it may be necessary to file a legislative claim for reimbursement of any costs incurred before State funds are encumbered in an amount sufficient to cover the costs of the work. In all events, reimbursable maintenance costs shall be limited to necessary repairs and the parties hereto agree to submit any dispute as to the necessity of any repairs to the Minnesota Railroad & Warehouse Commission.

16. It is further agreed by and between the parties hereto, anything to the contrary herein notwithstanding, that the Commissioner of Highways of the State of Minnesota is acting in his official capacity only and that he shall not be personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the performance or completion of the project provided for herein.

17. Before the grade separation agreement shall become binding and effective, it shall have received the approval of such State officers as the law may provide in addition to the Commissioner of Highways.

18. The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, construction, validity and performance of the grade separation agreement.

EXHIBIT "A" - Page 3



G H T S



NORTHERN PACIFIC RAILWAY COMPANY

St. Paul Division

White Bear Lake Line

Gloster (near)

Estimated cost of work to be done by Railway Company forces in connection with construction by the State of Minnesota of its Highway #694 Underpass, Bridge No. 62822, South of White Bear Lake, N.P. Ry. Co. Mile Post 7+74.0.

<u>I - Engineering, Inspection, etc.</u>	
Field Engineering and Inspection	5,000
Check Bridge Steel Shop Plans	1,000
Prepare estimate and bills	500
	<u>6,500</u>

II - Extend Culvert and Remove Timber Grill

Permanent Work

<u>Material</u>	
Reinforced Concrete Pipe - 42" - 20 L.F.	240
Store and purchase expense	10

Labor

Install RCP Culvert	140
Excavation	100
Removes 4' x 5' timber grill	25
Payroll additives	75
	<u>590</u>

III - Construct Temporary Shoofly and Construction Turnout

Material:

Cross ties, treated	883 Ea.	4,874
Switch ties, treated	2956 F.B.M.	420
Rail, SH, 100#, 3186 L.F.	47.42 G.T.	5,575
Anglebars, SH, 100#	84 Pr.	384
Bolts and Nutlox	336 Sets	182
Track Spikes	16 Kegs	419
Tie plates, SH	1779 Pc.	1,281
Rail anchors	1160 Pc.	568
Split switch, 100# - 16.5' - Ins.	1	524
S.R. Frog, 100# - 16.5' - #9	1	504
Guard rails, 100# Mang.	1 Set	238
Switch stand	1	102
Lamp and lock	1	24
Ballast, crushed rock	970 C.Y.	2,153
Signs and timber bumper		35
Handle materials		757
Freight		<u>1,258</u>

<u>Labor, etc.</u>	5,548
Construct 1626 ft. of temporary track, complete, including one turnout and bumper.	560
Throw 560 Ft. of track at ends of shoofly.	303
Line 420 Ft. of track north of shoofly.	71
Remove 710 Ft. of right of way fences.	1,847
Payroll additives	648
Use of equipment	<u>328,275</u>

IV - Bridge No. 7

Throw steel span on to skew to accommodate shoofly alignment and return to existing position after shoofly is removed.	32,000
--	--------

V - Remove Track, etc. at New Underpass

Remove 312 Ft. of track and store materials.	390
Remove 665 Ft. of right of way fence, and 68 Ft. of snow fence.	57
Payroll additives	127
Use of equipment	15
	<u>3619</u>

VI - Work on Communications Line

Temporary Work

<u>Material:</u>	21
2 Guys with anchors	880
2000 Ft. of 28 Gendr. Cable	360
Trunking	126
4 Impedance Matching Transformer Sets	7
2 Grounds	139
Contingencies	77
Store and Purchasing Expense.	77
Freight	77
	<u>\$1,687</u>

Labor:

Set 2 anchors and guys	33
Attach 4 upright braces	8
Trenching 415 Ft.	323
Construct 1225 Ft. of trunking	122
Lay-out and pick up 2,000 Ft. of temporary cable.	200
Remove 3.19 miles of line wire	96
Remove 18 X-arms	19
Pull 3 poles and salvage	24
Cut down 6 poles	6
Remove and store 117 Insulators	12
Remove 1225 Ft. trunking	123
Remove 4 transformers	20
Remove 2 grounds	4
Contingencies	297
Payroll additives	360
Subsistence of men	360
Use of truck	162
	<u>2,169</u>

Permanent Work

Material

4 poles, W.C. Class 4, 40 Ft. B.T.	133
2 poles, W.C. Class 4, 35 Ft. B.T.	51
2 poles, W.C. Class 4, 25 Ft. B.T.	23
6 Guys with anchors, etc.	74
4 H-Fixture Braces	11
10 Cross-arms with bolts, etc.	28
52 Dead-end shackles with ins.	67
180 Lb. Copper weld Line Wire, #8	104
515 Lb. Copper weld Line Wire, #9	241
6 Lb. Copper Tie Wire	3
78 Sleeves	11
12 Crossarms, 10-Ft., with pins, etc.	36
Contingencies	78
Store and Purchase Expense	43
Freight	43
	<u>946</u>

Labor:

Distribute, dig holes and set 10 poles	170
Set 6 anchors and attach guys	100
Attach 4 single crossarms	27
Attach 4 double crossarms	18
Attach 4 H-Fixture braces	8
Attach insulators and pins	15
Attach 52 D.E. Shackles	52
String 3.19 miles line wire	128
Make up 52 Dead ends	39
Contingencies	167
Payroll additives	203
Subsistence of men	200
Use of truck	90
	<u>1,217</u>

Salvage Credit:

75 Ft. of guy strand with clamps, etc.	9
2000 Ft. of 28-condr. cable	792
Copper wire, scrap 664 Lb.	214
Poles not reused	57
Impedance Matching Transformers 4	114
Grounds	6
	<u>(1,192)</u>

Net Total for Communications Work

4,827

VII - Work on Signal System

Temporary Work

Material:

2000 Ft. 5 Condr. cable	832
2000 Ft. 3 Condr. cable	590
1800 Ft. Trunking and Capping	540
2 Guys complete	12
Bonds	50
12 Dead ends, complete	20

1 Switch box and circuit controller	125
5 Insulated joints, 100#	163
Misc. material	233
Additives	564
	<u>3,129</u>

<u>Labor:</u>	
10 Days for 3 men	640
Engineering	64
Payroll additives	194
	<u>898</u>

Permanent Work

<u>Material:</u>	
4000 Ft. #8 AWG Line Wire	156
8000 Ft. #10 AWG Line Wire	176
15 Crossarms complete with pins insulators and ties	98
Bonds	20
Misc. material	45
Additives	109
	<u>604</u>

<u>Labor:</u>	
9 Days for 3 men	575
Engr.	58
Payroll additives	174
	<u>807</u>

<u>Salvage Credit</u>	
2000 Ft. 5 Condr. Cable	749
2000 Ft. 3 Condr. Cable	531
Trunking and Capping	105
Deadends	18
Switch box and circuit controller	113
Insulated joints	117
Misc. Material	210
Scrap material	10
	<u>(2,183)</u>

Net Total Signal Work 3,255.

VIII - Restore Main Track

<u>Material:</u>	
Rock ballast 160 Cu. Yd.	355
Service Life Loss on 231 cross ties - 15%	193
Loss on track spikes - 25%	26
Handle material	11
Freight	168

<u>Labor:</u>	
Replace ballast and 312 Ft. of track.	1,560
Payroll additives	445
Use of equipment	156
	<u>22,914</u>

<u>IX - Install Inner Steel Guardrail</u>	
770 Lin. Ft. 100# rail 11.16 G.T.	385
Joints, bolts, nutlox and spikes	229
Handle material	31
Freight	20
Labor installing guardrail	578
Payroll additives	165
Use of equipment	58
	<u>31,166</u>

<u>X - Remove Shoofly and Turnout</u>	
Remove 1626 Ft. of track including one turnout.	2,133
Replace switch ties with cross ties at temporary turnout.	90
Throw 560 Ft. of track at ends	560
Line 505 Ft. of track	303
Replace 710 Ft. of right of way fence	107
Payroll additives	910
Use of equipment	319
	<u>34,422</u>

<u>XI - Salvage Credit for Shoofly, etc.</u>	
Ties 75%	(3,971)
Rail 94%	(5,241)
Track Spikes 75%	(314)
Other track fastenings and turnout material. 94%	(3,579)
Freight to stores	282
Handle at stores	755
	<u>(312,068)</u>
Net Credit	

Attachment 2

**[attach copy of Supplemental Agreement No. 1 dated February 21, 1966 and Exhibit C
thereto]**

SUPPLEMENTAL AGREEMENT NO. 1 TO MINNESOTA DEPARTMENT OF HIGHWAYS
AGREEMENT NO. 54881 WITH THE NORTHERN PACIFIC RAILWAY COMPANY

S.P. 6286-03 (T.H. 694-393)
Minn. Proj. I-IG-694-5(19)235
Underpass Bridge No. 62822
0.9 Mi. W. of Jct. (IN WHITE BEAR LAKE)
of White Bear Ave. and T.H. 694
South of White Bear Lake, Minnesota.
NORTHERN PACIFIC RAILWAY COMPANY

WHEREAS, under date of November 16, 1965, the NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the "Company", and the STATE OF MINNESOTA, hereinafter called the "State", entered into Agreement No. 54881, covering the construction and maintenance of Underpass Bridge No. 62822; and

WHEREAS, the State has acquired the necessary right of way from the Company for the construction of Bridge No. 62822; and

WHEREAS, the State has prepared plans and specifications for the construction of Bridge No. 62822 and said plans and specifications have been approved by the Chief Engineer of the Company; and

WHEREAS, Exhibit "C", dated August 18, 1965, attached to and made a part of Agreement No. 54881, did not show the placing by the State's Contractor of a twenty-four (24) inch diameter reinforced concrete culvert one hundred ten (110) feet long at Company Station 376 + 16 or the placing by the State's Contractor of a twenty-four (24) inch diameter reinforced concrete culvert one hundred twelve (112) feet long at Company Station 377 + 84 to carry highway drainage within highway right of way and under the Company's track and railroad grade; and

WHEREAS, Item 11, Page 7, of Agreement No. 54881 does not specifically mention the maintenance of the aforementioned culverts and the Company desires that said maintenance obligation be specifically set forth; and

WHEREAS, the State recognizes its obligation to maintain said culverts under Agreement No. 54881 but is willing to further set forth such obligation; and

WHEREAS, in compliance with Standard Clause No. 1 of Agreement No. 54881, said plans and specifications were submitted to the Minnesota Railroad & Warehouse Commission for its approval; and

WHEREAS, under date of October 26, 1965, the Minnesota Railroad & Warehouse Commission approved said plans and specifications conditioned upon compliance with the

requirement that suitable ramps from the end of footwalks to ballast section shall be installed at each end of the bridge to provide continuous unobstructed walkway for trainmen at this location; and

WHEREAS, Exhibit "C", dated Revised, January 28, 1966, attached hereto and made a part hereof, shows the location of said ramps which will be constructed at State expense by the State's contractor as a part of the construction of Bridge No. 62822; and

WHEREAS, said ramps are a part of the railway approaches to Bridge No. 62822 and the Company recognizes its obligation to maintain said approaches but is willing to further set forth such obligation.

NOW THEN, IT IS AGREED:

1. Item 11, Page 7, of Agreement No. 54881 is amended as follows: The State will maintain its entire roadway up to and including its backlopes and masonry slope protection and any pipe under the railway fill in line with the State's side ditches within the highway right of way and across the right of way of the Company. The State will maintain all the drainage facilities within its right of way, so as not to cause damage to the bridge or its approaches.

2. Exhibit "C", dated August 18, 1965, of Agreement No. 54881 is amended by the attachment of Exhibit "O", dated Revised, January 28, 1966, to this agreement and making it a part hereof.

3. The Company will maintain, at its expense, the railway approaches to the bridges, including the ramps as shown in Exhibit "O".

4. Items 1, 2 and 3 above shall become effective when this supplemental agreement has been countersigned by the State Auditor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 21st day of February, 1966.

In Presence of:

R. G. Caron
Beatrice E. Nachtrieb

NORTHERN PACIFIC RAILWAY COMPANY

By: J. H. Stensbrikt
VICE PRESIDENT
Attest: Richard H. Beilke
Assistant Secretary

Recommended for Approval:

[Signature]
Engineer of Railway Negotiations

Recommended for Approval:

[Signature]
Bridge Engineer

In Presence of:

[Signature]
[Signature]

STATE OF MINNESOTA

By: [Signature]
Deputy Commissioner of Highways
Dated 2-21, 1966

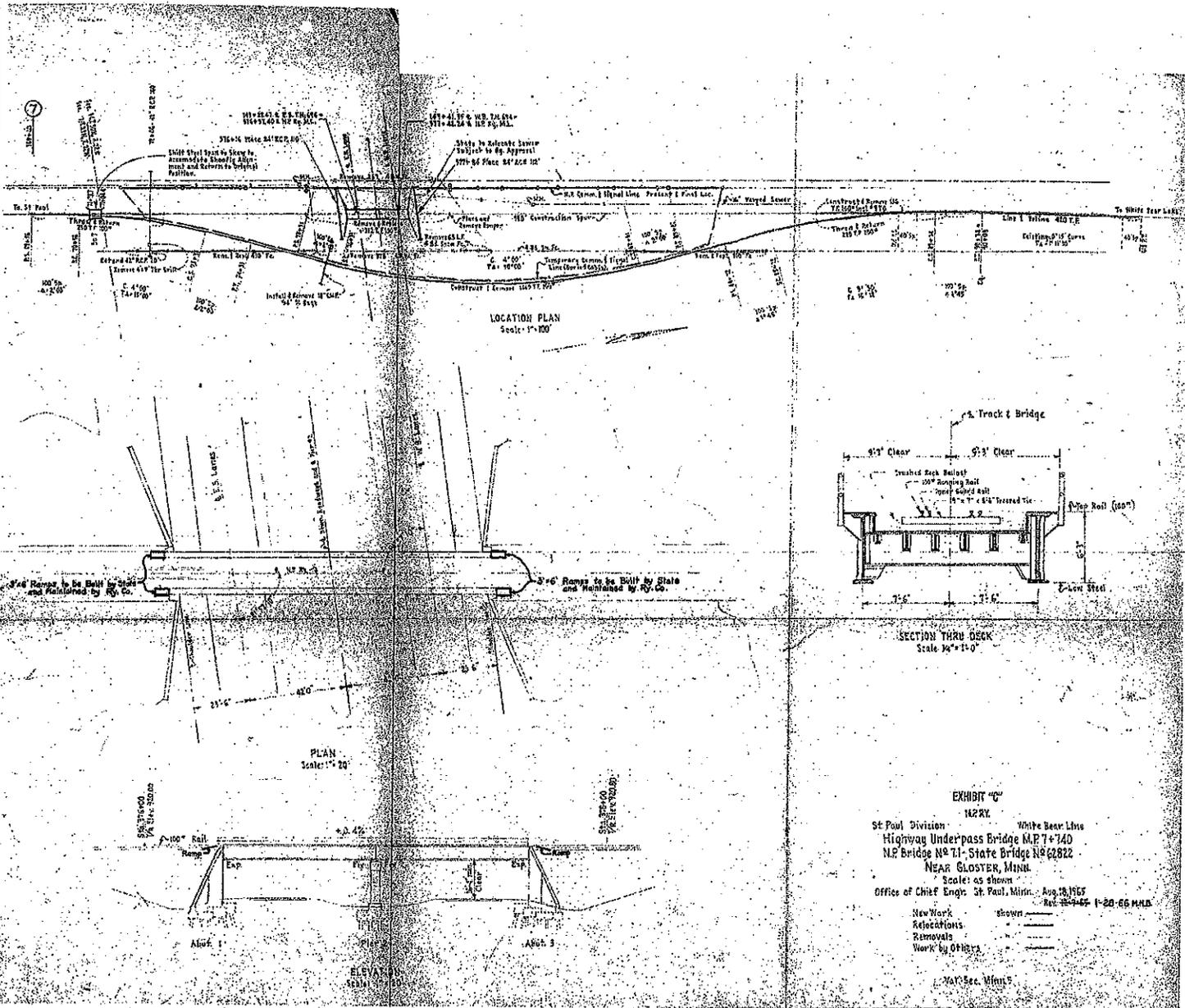
Approved as to Form and Execution:

[Signature]
Special Assistant Attorney General

Approved: _____
Department of Administration

By: [Signature]
Authorized Signature

NOT ENCUMBERED
STATE AUDITOR
BY [Signature]
DATE MAR 2 1966



Attachment 3

**[attach clean copy of letter dated July 29, 1969 from the State to NP and letter dated
October 30, 1969 from NP to the State]**

July 29, 1969

Mr. D. H. Snesmaker, Chief Engineer
Northern Pacific Railway Company
St. Paul, Minnesota 55101

In reply refer to: 360
S.P. 6286-04 (T.H. 694-393)
Sign -- U.P. Bridge 62822
0.9 Mt. W. (White Bear Avenue)
South of White Bear Lake, Minn.
N.P. File: 5307

Dear Mr. Snesmaker:

Please be referred to our letters of April 28 and July 14, 1969,
about a directional sign on Bridge No. 62822 South of White Bear
Lake.

We are enclosing one set of prints and their transparencies for
Sheets Nos. 1, 58, 59, 64, 65 and 69, showing the general layout
and details of mounting the sign on Underpass Bridge No. 62822.

The State's contractor will install the sign and assembly and will
be required to furnish a railroad protective liability insurance
policy and a surety bond guaranteeing payment to your company for
flagmen services necessary because of his operations.

Please complete and return one of the attached forms relative to
flagmen services.

The State will accept the responsibility for maintaining the sign
and assembly.

Mr. R. E. Nichols of your office has advised verbally that the plans
sent with our previous letters were agreeable to your company. If
you concur, please so advise in writing in order to complete our
file.

This project has been rescheduled for letting on January 23, 1970.

Sincerely,

J. W. Bolstad
Engineer of Railway Negotiations

Enclosures:
Prints & Transparency (1 set)
Flagging Service Forms (2)
cc:
V. L. Pederson - Room 820
JWB:MCL (J.W. Bolstad)

NORTHERN PACIFIC RAILWAY COMPANY

NORTHERN PACIFIC BUILDING, ST. PAUL, MINN. 55101

D. H. SHOEMAKER
Chief Engineer

October 30, 1969

BE 1831

Mr. J. W. Bolstad
Engineer of Railway Negotiations
Minnesota Department of Highways
St. Paul, Minnesota 55101

Dear Mr. Bolstad:

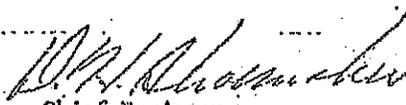
Reference is made to your letter of July 29, 1969, your file 360, S.P. 6286-04(T.H. 694-393), sign -- U.F. Bridge 62822, 0.9 miles west (White Bear Avenue) south of White Bear Lake, Minnesota, regarding proposed installation of highway directional sign on the referenced highway underpass bridge.

This underpass bridge, which carries our St. Paul to Duluth line track over Interstate Highway 694 at Railway MP 7+740 near Glöster, Minnesota, is covered by State-Railway agreement dated November 16, 1965, which has been given State No. 54881 and Railway Docket No. 25318.

This will advise that we have no objections to the installation and maintenance of the proposed sign on the basis set forth in your above letter.

For record purposes, we are filing your above letter with the plans attached thereto and a duplicate copy of this reply with the referenced agreement.

Very truly yours,


Chief Engineer

REN:sm

cc. 11-6-69

V. L. Pederson - 820

CITY OF MAPLEWOOD

RESOLUTION

IT IS RESOLVED that the City of Maplewood enter into Mn/DOT Agreement No. 02472 with the State of Minnesota, Department of Transportation for the following purposes:

To clarify the maintenance responsibilities of the former BNSF Railroad Bridge number 62822 over T.H. 694 between White Bear Ave. and T.H. 61 between the State of Minnesota, Department of Transportation and the City.

IT IS FURTHER RESOLVED that the Mayor and the Assistant
City Manager (Title) are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Maplewood at an authorized meeting held on the 11th day of February, 2013, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
27 day of February, 2013

Notary Public Sarah Jo Burlingame

My Commission Expires 1-31-2014



Karen E. Guilfoile
(Signature)

KAREN E. GUILFOILE
(Type or Print Name)

City Clerk
(Title)

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
SUBJECT: Regional Rail Property Negotiations
DATE: June 6, 2012

INTRODUCTION

The City of Maplewood entered into an agreement in 2006 that provided for the possible sale of the Bruce Vento Trail property between Beam Avenue and I-694 to the Ramsey County Regional Rail Authority [RCRRA]. The City of Maplewood acquired this property from the Burlington Northern Railroad [BNSF] as part of the construction of the realignment of County Road D. An agreement on the terms of a sale, the condition of the legal nature of the property, nor the final valuation was never accomplished during 2007 or 2008. RCRRA has agreed to re-open negotiations for a possible sale.

Discussion/Background

The overall project and extension of County Road D was an extremely long and complex process. In a concise description, the City approved the Legacy Village proposal and one of the findings of the environmental study was the need for extending a new connection as an alternative to Beam Avenue to access the area. Those discussions began in 2002 and 2003. The key issue became the railroad, which was active only as a method to provide a transformer to the Xcel Substation. The transformer is so large that it cannot cross under or over certain bridges. A long process was followed in 2003 that allowed the transformer to be transported along various overland routes from the main rail line in northern White Bear Lake to the Maplewood substation, including going up the 694 ramps, closing the freeway, and then back down the other ramp. This process resulted in a multi-party/multi-agency agreement. That agreement paved the way to begin negotiations with BNSF and Minnesota Commercial Railroad, the operator of the rail spur in the Maplewood that we wished to abandon. To make another two year process short, that abandonment resulted in the City being in a position to purchase the right of way from BNSF.

That right of way acquisition became the biggest hurdle to the Legacy Village project approvals and progression to development. The City Attorney did not believe that the City maintained a clear process for condemnation of a railroad right of way, which is part of federal and state law that dates back to the 1850's. Thus, we needed to work cooperatively with BNSF and Minnesota Commercial. Their position was that Maplewood needed to purchase the entire rail spur from Beam Avenue to just north of 694. And, more importantly, they would only sell at their appraised price. Maplewood would take the offer or leave it. At the same time as the BNSF negotiations were occurring, we determined that Ramsey County Parks had a federal grant to build a trail on the railroad right of way from Beam Avenue to Buerkle Road in White Bear Lake that was due to expire [sunset] at the end of 2005. The original negotiations were for RCRRA to purchase the right of way directly from BNSF, but they were unable to reach an agreement.

RAMSEY COUNTY REGIONAL RAIL NEGOTIATIONS
PAGE TWO

In July 2005, an agreement was executed between the City of Maplewood, the Ramsey County Board [for Ramsey County Parks], Burlington Northern Railroad, Minnesota Commercial Railroad, Xcel Energy, and Ramsey County Regional Rail Authority that provided for the purchase of the right of way by Maplewood from BNSF, construction of the trail by Maplewood for Ramsey County Parks and an option for Ramsey County Regional Rail to purchase any remaining railroad right of way from Maplewood. The agreement specifically states that Ramsey County Regional Rail agrees to negotiate for purchase of the rail road right of way in good faith until June 30, 2006, or the City could pursue selling the right of way to other entities. It is clear in the agreement that RCRRA has no obligation to purchase the right of way. A request from RCRRA extended the June 2006 date to December 2006 and another request from RCRRA extended that date to December 2007.

In July 2006, during the height of negotiations, the City of Maplewood discontinued the contract with the City Attorney's office of Patrick Kelly. Mr. Kelly and his staff had extensive involvement in the process of preparing the property for re-sale as well as negotiating with RCRRA. I am not aware, nor does the City have any files on negotiations that occurred between Maplewood and RCRRA from August 2006 to February 2008. During that period of time, the Director of RCRRA retired.

Beginning in March 2008, Maplewood staff began initiating discussions with the new RCRRA staff; as well, City Attorney Alan Kantrud began to investigate the remaining legal issues. Representatives from MnDOT also began discussions on the status of the abandonment, the sale and property acquisition issues. Numerous documents from the 1960's regarding maintenance, freeway construction where the railroad passed over I-694 and the old County Road D – BNSF Railroad bridge historical nature were investigated.

Following is information on the costs incurred for the right of way purchase:

Cost Summary - December 5, 2005

Maplewood Costs

Xcel Energy Easements on South Corridor	\$ 59,000
South Corridor (include County Road D easement)	\$ 1,256,070
Payment for Ties and Rail	\$ 40,469
North Trail Property	\$ 86,130
Minnesota Commercial Staff Time Reimbursement	\$ 5,000
Xcel Energy Power Line Relocation	\$ 94,200
SHPO/STB Issues	\$ 79,550
Maplewood Legal & Admin. Costs	\$ 10,000
Total	\$ 1,630,419

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AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, Citizen Services Manager
DATE: April 23, 2013
SUBJECT: Approve New Intoxicating Liquor License Manager for Champps of Maplewood

Introduction

Wesley Kenton Issacs has submitted an application to assume the on-sale intoxicating liquor license manager responsibilities for Champps of Maplewood, 1734 Adolphus Street.

Background

A background check was conducted on Mr. Isaacs and nothing has been identified in the background check that would prohibit him from assuming the manager responsibilities for Champps of Maplewood.

Acting Chief Kvam met with Mr. Isaacs to discuss measures to eliminate the sale of alcoholic beverages to underage persons, general security and retail crime issues, and the Maplewood Liquor Ordinances.

Consideration

It is recommended that the City Council approve Mr. Issaacs as the on-sale intoxicating liquor license manager for Champps of Maplewood.

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
**SUBJECT: 3M Company Environmental Assessment Worksheet—
Consider a Finding of No Negative Environmental Impact
for a Proposed Research and Development Building at 3M
Center**
DATE: April 23, 2013

INTRODUCTION

The firm of TKDA, representing 3M Company, is requesting that the city council conclude that there is no need for the applicant to conduct an environmental impact statement for their proposed building construction project.

The attached memorandum by TKDA and the **Record of Decision, Findings of Fact and Conclusions Report** suggest that all matters of possible environmental effects of the building project “are not significant and can be mitigated by avoiding, minimizing or mitigating for the effects, for example, through the use of best management practices that will minimize or mitigate for potential stormwater impacts, and by moving the existing bus stop that would be affected by the project to a new location.”

Please refer to the attached memorandum from Sherri Buss, of TKDA, the Record of Decision, Findings of Fact and Conclusions Report and the resolution.

RECOMMENDATION

Adopt the resolution approving the Findings of Fact, Conclusions and Record of Decision for the 3M Company Research and Development Building Environmental Assessment Worksheet. This approval makes the determination that there is no significant environmental impact and no need for 3M Company to conduct an environmental impact statement for this building construction project.

p:36\3M Building Proposal NE McKnight and Conway\CC Meeting to Determine no significant env affect 4 29 13 te

Attachments:

1. Memorandum from Sherri Buss of TKDA dated April 22, 2013
2. Record of Decision, Findings of Fact and Conclusions Report
3. Resolution



444 Cedar Street, Suite 1500
 Saint Paul, MN 55101
 651.292.4400
 tkda.com

Memorandum

To:	Maplewood City Council	Reference:	EAW for proposed 3M Research and Development Building-- Record of Decision
Copies To:	Tom Ekstrand, Senior Planner Roger Spinner, 3M Company	Project No.:	13317.074
From:	Sherri Buss, Senior Planner, TKDA	Routing:	Bradley Jones, P.E., TKDA
Date:	April 22, 2013		

Background

3M Company is planning to build a new Research & Development Building and related parking at its Maplewood Campus. The size of the project required preparation of a mandatory Environmental Assessment Worksheet (EAW). The City Council approved a resolution in November, 2012, indicating that the City of Maplewood would act as the Responsible Governmental Unit (RGU) for the EAW, as required by Minnesota Rules.

3M and its consultant, TKDA, completed the draft EAW. The City's Engineers and Planners, Planning Commission and Environment and Natural Resources Commission reviewed the draft EAW and provided comments, which 3M addressed in the draft document. The City Council authorized publication of the draft EAW in February for review by agencies and the public. The 30-day comment period began on March 4 and ended on April 3. The City's Planning Commission held a public hearing on the draft EAW on March 19. The City received 5 comments on the EAW. TKDA worked with 3M and the City's staff to develop responses to the comments. None of the comments identified significant potential impacts that would require revisions of the EAW or completion of an Environmental Impact Statement. The comments and responses are included in the Record of Decision.

The EAW document and required review by agencies and the public are now complete.

RECORD OF DECISION, FINDINGS OF FACT, AND NEXT STEPS

The EAW serves as a "scoping" document, to determine if the project has the potential to create significant environmental effects that would require the City and proposer to complete an Environmental Impact Statement (EIS). Minnesota Rules, Chapter 4410.1700 include the criteria for determining whether the proposed project has the potential for significant environmental effects, including the following:

- The type, extent, and reversibility of environmental effects;
- The cumulative potential effects of related or anticipated future projects;
- The extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority; and
- The extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies.

The Record of Decision attached summarizes the potential environmental effects of the building project based on the EAW analyses and comments received. The potential effects of this project are not significant, and can be mitigated by avoiding, minimizing or mitigating for the effects—for example, through the use of best management practices that will minimize or mitigate for potential stormwater impacts, and by moving the existing bus stop that would be affected by the project to a new location. The project proposer will need to obtain a variety of state and local permits, and the permits will require that the potential environmental effects be avoided or mitigated. The EAW analysis also determined that there are no potential cumulative effects from this project and other related projects in the area. No additional studies were requested by those who commented on the proposed project.

The Record of Decision concludes that based on the criteria in Minnesota Rules, the 3M Research and Development Building project does not have the potential for significant environmental effects. The Council may therefore declare a negative need for an Environmental Impact Statement. A proposed resolution approving the Record of Decision and negative need for an EIS is attached.

If the Council approves the Record of Decision, the environmental review process will be complete, and the project can move forward. The Record of Decision will be provided to all of the agencies and organizations on the EQB's distribution list and to all of those who commented on the EAW. The City's decision will also be published in the *EQB Monitor*. Next steps will include obtaining the required permits for the project, listed on page 10 of the Record of Decision. 3M expects construction to begin in 2013 and be complete in 2015.

REQUESTED ACTION

3M requests that the City Council approve the attached resolution approving the Findings of Fact, Conclusions and Record of Decision for the 3M Research and Development Building EAW.



CITY OF MAPLEWOOD
Ramsey County, Minnesota

RECORD OF DECISION
FINDINGS OF FACT, CONCLUSIONS AND CITY COUNCIL RESOLUTION
NO. __-__

DATE: April 29, 2013

PROJECT: 3M Research and Development Building

RE: Determination of Need for an Environmental Impact Statement
(EIS)

LOCATION: 3M Company Campus
Northeast Corner of McKnight Road and Conway Avenue

FINDINGS OF FACT

1. Pursuant to Minnesota Rules 4410.4300, subpart 14(B) that determines the thresholds for Mandatory EAW's, the City of Maplewood, Ramsey County, Minnesota, acting as the Responsible Governmental Unit (RGU), prepared the mandatory Environmental Assessment Workshop (EAW) for the proposed 3M Research and Development Building.
2. The EAW is incorporated by reference in this Record of Decision.
3. As indicated in the EAW, 3M is proposing to build the new Research and Development building on its Maplewood Campus. The building will be located on a vacant site at McKnight Road and Conway Avenue. The project will include a new building with approximately 400,000 square feet of lab and research space, and up to 725 parking spaces.
4. On February 11, 2013, the Maplewood City Council authorized the publication of the EAW, and the required notice of availability in the Minnesota Environmental Quality Board (EQB) *Monitor*.
5. A press release announcing the availability of the EAW for public review and comment, including a brief description of the project, was sent to the *Maplewood Review* on February 18, 2013.
6. The EAW was filed with the Minnesota EQB and notice for its availability for public review and comment was published in the *EQB Monitor* on March 4, 2013. A copy of the EAW was sent to all persons on the EQB Distribution List, the Maplewood Library, and to persons who requested a copy. The City also posted the EAW on its website.

7. The City held a public hearing on the EAW at a publicly-noticed Planning Commission meeting on March 19, 2013, during the 30-day comment period.
8. The 30-day public review and comment period began on March 4, 2013 and ended on April 3, 2013.
9. During the 30-day public review and comment period, the City of Maplewood received five (5) written comments on the EAW. Comments were received from:
 - Minnesota Department of Transportation
 - Ann M. Richie-Willets, Maplewood resident
 - Minnesota Department of Natural Resources
 - Minnesota Pollution Control Agency
 - Metropolitan Council of the Twin Cities

The written comments received are presented below with a City of Maplewood response following each comment.

a. Tod Sherman, Minnesota Department of Transportation, March 6, 2013

Comment: MnDOT has reviewed the plan and has no concerns or comments.

Response: Thank you for your review and comment.

b. Ann M. Richie-Willits, Maplewood Resident, March 25, 2013

Comment: Were there meeting minutes [for the public hearing on March 19] that I may view?

Response: Meeting minutes are posted on the City's website for all Planning Commission meetings, including the meeting on March 19, 2013, that included the public hearing for the 3M Research and Development Building EAW.

Comment: My father's home is two doors away from McKnight—we have a huge amount of traffic currently coming down 5th Street as the situation sits. Will there be access to the parking lot from McKnight?

Response: The access to the site and new parking lot will not change from the existing situation. The existing intersections at East 5th Street and McKnight and at East Conway and McKnight will continue to provide the access to the site from the west. There will be a new entrance into the parking lot for the Research and Development Building from the south along Conway Avenue, approximately one

block east of the Conway/McKnight intersection. Traffic will also be able to access the parking lot from within the 3M campus at several other points on the north and east side of the new building.

It is important to note that no new traffic is anticipated with the development of the Research and Development Building. 3M will be relocating staff from other existing buildings on its campus to the new building. Therefore, development of the proposed building will not result in an increase in overall traffic volumes to and from the campus. Instead, internal traffic already traveling to and from the 3M campus will be redirected to the new building.

The Traffic analysis included in the EAW (Item 21) analyzed the potential impacts of traffic redirected to the new building on the East 5th Street/McKnight intersection and the East Conway/McKnight intersection. The analysis found that each of those intersections will continue to operate acceptably after the new building is completed and staffed.

c. Melissa Doperalski, Minnesota DNR, March 26, 2013

Comment: The Department of Natural Resources has reviewed the EAW for the 3M Research and Development Building project located in the City of Maplewood. In addition to information discussed in the EAW pertaining to Blanding's turtles, we also encourage the use of wildlife-friendly erosion control mesh if erosion control is necessary during and following construction activities. I have attached a flyer for your information. The DNR encourages and supports stormwater treatment, including sediment traps/controls, as discussed as stormwater management options in the EAW.

Response: Thank you for your comment and information, and the support for the stormwater management BMP's that are proposed for this project. The project engineers will utilize the information you provided as they develop the project plans and specifications for materials to be used for erosion control.

d. Karen Kromar, Minnesota Pollution Control Agency, March 28, 2013

Comment: Permits and Approvals (Item 8). Please note that the MPCA has a new construction stormwater permit coming out in August, and depending on the timing of the Project, the Project proposer may have to comply with both permits. Further information, as outlined in the draft permit, is provided below. For questions related to construction stormwater, please contact Paul Erdmann at 651-757-2833.

- Previously Permitted Ongoing Projects: Permittee(s) of ongoing projects covered initially under the previous MPCA-

issued NPDES/SDS construction Stormwater General Permit (issuance date August 1, 2008) are granted coverage under this reissued permit.

- The Permittee(s) of those ongoing projects shall amend the Stormwater Pollution Prevention Plan for the Project to meet the requirements of this reissued permit no later than 18 months after the issuance date of this reissued permit if the termination-of-coverage requirements in Part II.C will not be met within 18 months of the issuance date of this reissued permit and shall thereafter comply with this permit. However, additional permanent treatment required in this reissued permit is not required for previously permitted projects.
- If the previously permitted ongoing project will meet the termination-of-coverage requirements in Part II.C within 18 months of the issuance date of this reissued permit, the Permittee(s) shall comply with the 2008 construction general permit until the project is complete and a Notice of Termination consistent with Part II.C of this reissued permit is submitted.
- If a previously-permitted ongoing project will not be able to meet the terms and conditions of this reissued permit (other than the additional permanent treatment requirement) and will continue longer than 18 months after the issuance date of this permit, the Permittees shall apply for an individual permit in accordance with Minn. R. ch 7001.

Response: Thank you for this information regarding the new stormwater permit. 3M will also be working with the City and Ramsey Washington Metro Watershed District regarding stormwater permitting for this project. The project will be submitting a permit application to the MPCA for coverage under the NPDES/SDS Construction Stormwater General Permit, and will comply with the current and reissued permits as discussed in your comments.

Comment: We appreciate the opportunity to review this Project. Please provide your specific response to our comments and notice of decision on the need for an Environmental Impact Statement. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the Project for the purpose of pending or future permit action(s) by the MPCA. Ultimately, it is the responsibility of the project proposer to secure any required permits and to comply with any requisite permit conditions.

Response: We will provide the response to comments and the notice of decision to you and to all of the agencies and residents that commented

on the EAW. 3M and the City of Maplewood understand that the proposer must secure the permits required for the project.

e. LisaBeth Barajas, Metropolitan Council, April 3, 2013

Comment: (Item 8, Permits and Approvals) In accordance with Minnesota Statute Section 473.513, at the time the City makes application to the Minnesota Pollution Control Agency (MPCA) for a permit to construct the sanitary sewer connection for the proposed project, a copy of the plans, design data, and a location map of the project will also need to be submitted to the Metropolitan Council. The Council's Environmental Service Municipal Services staff will need to review, comment, and recommend issuance of the construction permit by the MPCA before connection can be made to the City's wastewater disposal system.

Response: The EAW notes that a Section 401 permit will be required for the project (Item 8). 3M will submit the required permit application and information to the MPCA and Metro Council Environmental Services staff.

Comment: (Item 11—Fish, Wildlife, and Ecologically Sensitive Resources). The document indicates in the text on page 14 that Blanding's turtles (*Emydoidea blandingii*), a state-listed threatened species may be found in the project vicinity. Council staff recommends, consistent with MnDNR impact-minimization guidance, that project specifications be revised to require utilization of sloping, surmountable curbing on the project site. We suggest use of Minnesota Department of Transportation Curb and Gutter Design No. S524, or a similar design profile. The use of standard, near-vertical B424 curbing can be expected to result in nearly full mortality of the area's turtle population by entrapping them within site roadways as they pass between water bodies and nesting areas. The simple change to a more gently sloping curb will reduce their mortality risk without impacts to storm water flow, driver and pedestrian safety, or maintenance activities.

Response: 3M has received the MnDNR guidance related to minimizing impacts to Blanding's turtles. The information will be considered as 3M develops the final site plans.

Comment: (Item 21—Traffic). The document proposes in the text on page 35 to construct a third point of access into the 3M site from Conway Avenue. The new Conway Avenue access is proposed to be located on the west side of the current bus stop pull-out. Council staff concurs with the proposer's expressed concern of the existing bus stop pull-out also operating as a (proposed new) right-turn lane being a potential safety issue, as well as their desire for the bus stop to remain in the area. We also concur with the EAW's proposed recommendation that the bus stop be shifted either to the west side of the proposed new right-in/right-out

access or that the access be shifted to the east of the bus stop, whichever is determined to be the best-fit by the City and 3M. Further discussion with Council Metro Transit staff regarding relocation and redesign details of the proposed new right turn lane and bus stop pull-out should be directed to Lee Bennett, Assistant Manager of Street Operations at 612-349-5407.

Response: Thank you for your concurrence regarding the proposed new location for the bus stop, and the contact information that you have provided. The current bus stop location is not being considered to remain as a bus stop and as a turn lane for the new facility. The existing bus stop will be demolished and moved east to a location east of 5th Street. 3M has already contacted Jon Spurgetis, Metro Transit, regarding the proposed relocation and received direction from him regarding the proposed change.

10. Based on the information contained in the EAW and provided in meetings, written comments received, and in the responses to those comments, the City of Maplewood has considered that the following are potential environmental effects associated with the proposed project. The EAW includes the mitigation items identified below each issue in order to avoid, minimize or mitigate the potential effects.

a. Land Use

Potential Environmental Hazards/Contaminated Sites (Item 9 of the EAW)

An environmental records database search identified six Leaking Underground Storage Tank (LUST) reports within ½ mile of the project site, and one Leaking Aboveground Storage Tank (LAST) approximately ½ mile from the site. One of the LUST sites was a 3M tank that has been remediated. None of the LUST or LAST sites is within the project site.

The Ramsey County Groundwater Protection Plan indicated that the western edge of the 3M Perfluorochemicals (PFC) groundwater plume exists approximately ½ mile to the east of the project site.

Mitigation

All of the identified contaminated sites are .4 miles or more from the project site and the area that will be disturbed for the project. Site development will avoid impacts to all of the sites. There are no known potential environmental hazards or contaminated sites that will be disturbed or could be impacted by the proposed project.

b. Fish, Wildlife and Ecologically-Sensitive Resources

State-Endangered, Threatened or Special Concern Species (Item 11b of the EAW)

The Minnesota DNR completed a Natural Heritage Database search to determine if any rare plant species, animal species or other significant natural features are known to occur within an approximate one-mile radius of the project site.

The database search reported that Blanding's turtles (*Emydoidea blandingii*), a state-listed Threatened species have been reported in the vicinity of the project area. The DNR provided a fact sheet and Blanding's Turtle flyer that included recommendations for avoiding and minimizing impacts to Blanding's Turtles, and identification information for those who will be working on the site.

The DNR and Metropolitan Council comments on the EAW included further recommendations for construction practices to avoid impacts to turtles; including recommendations regarding erosion control fabric and curb design.

Mitigation:

3M will incorporate the recommendations included in the DNR Fact Sheet for avoiding impacts to Blanding's Turtles during and after construction in its plans and directions to contractors. 3M will require that the contractor distribute the DNR flyer on turtle identified to those who will be working on the site. 3M and the City will consider the additional DNR and Metropolitan Council recommendations regarding erosion control and curb design as the construction plans are developed for the site.

c. Physical Impacts on Water Resources

Stormwater Runoff/Impacts to 3M Lake (Item 12 of the EAW)

3M Lake will be the primary receiving water body for new runoff generated by additional impervious surface that will be created by development of the site.

Mitigation

The proposer will avoid or minimize hydrologic changes to 3M Lake through mitigation measures that will be designed and implemented to comply with the City of Maplewood and Ramsey Washington Metro Watershed District permit requirements. 3M's discussions with the City and District to date have included using a variety of filtration and/or infiltration methods to manage stormwater on the site and minimize impacts to 3M Lake. Stormwater management is likely to include bioretention swales, underground storage and infiltration, and incorporation of pervious pavers in parking lot design, or similar measures to filter and infiltrate stormwater to meet the City and Watershed District requirements and obtain the required state and local permits.

d. Water Use

Existing Groundwater Monitoring Wells on the site (Item 13 of the EAW)

There is an existing groundwater monitoring well on the site, and existing steel pipes that are the remnants of a pile test cap program conducted in 1979 to determine the most economical foundation for the proposed Research and Development Building.

Mitigation

The use of the groundwater monitoring well was discontinued in 2009. The well will be abandoned as part of the Research and Development Building project in compliance with Minnesota Department of Health regulations. The steel test pipes will be removed to the bottom the excavation for the new building, and will be abandoned by the project's geotechnical firm in compliance with Department of Health regulations.

e. Water-related Land Use Management District

Shoreland Zone of 3M Lake

The proposed project is located within the Shoreland Zone of 3M Lake. The City's zoning code limits land cover on lands within the Shoreland Zone to 50%, or up to 70% coverage if approved best management plans for stormwater are incorporated in the project plans. The proposed coverage in the project area is 60%.

Mitigation

The project proposer will work with the City to identify potential stormwater best management practices that could qualify as bonuses to meet the coverage requirement as the stormwater plan and permit applications are developed for the site. The practices would minimize impacts to the Shoreland Zone.

f. Erosion and Sedimentation

Erosion and Sedimentation during construction (Item 16 of the EAW)

The project will disturb approximately 15 acres of land. The site does not include steep slopes or highly erodible soils.

Mitigation

The project will require an NPDES General Construction Permit. The permit will include temporary and permanent best management practices to avoid and minimize the erosion and sedimentation during construction. The practices that will be implemented at the site will be included in the Storm Water Pollution Prevention Plan (SWPPP) that will be part of the NPDES Permit. The SWPPP will include the best management practices for erosion and sediment control that will be implemented for project construction from mobilization through final stabilization of the site.

g. Water Quality: Surface Water Runoff

Storm water runoff analysis and potential impacts (Item 17 of the EAW)

3M Lake and Battle Creek.

Mitigation

Permanent stormwater management measures, including infiltration and filtration, will be designed and implemented to minimize the increase in runoff volume to 3M Lake, and detention facilities will be designed and implemented to maintain the pre-project discharge rate to the lake. The practices that will be implemented at the site will need to be consistent with the City, Watershed District and MPCA requirements and permit conditions. With the incorporation of the required filtration, infiltration and detention practices and best management practices to minimize potential impacts and meet the permit requirements, the post-development runoff water quality should be comparable to the present.

h. Traffic

Traffic Operations and potential impacts (Item 21 of the EAW)

3M will be relocating staff from other existing buildings on its campus to the new Research and Development building. Therefore, the proposed building will not represent an increase in traffic volumes, but traffic will be redirected in and around the campus to the new building. The traffic analysis indicated that all of the intersections around the project site are currently operating acceptably, and will continue to do so after the project is completed. The intersection of McKnight Road and Conway Avenue has the lowest current Level of Service, and will continue to function at the same level with the new building in operation. The location of the existing bus stop on Conway Avenue conflicts with the proposed driveway that would provide access to the new parking lot.

Mitigation

The following mitigation is included in the EAW to improve traffic operations, address the potential impacts to bus service, and improve multimodal transportation circulation around the project site:

- The signal timing at McKnight Road and Conway Avenue should be adjusted to improve intersection operations and reduce queuing at peak hours.
- Provide ¾-access for the south site intersection with Conway Avenue to improve intersection operations and safety.
- Relocate the bus stop on Conway Avenue to the west or east of the planned parking lot access (in consultation with Metro Transit).
- Review truck movements in and out of the loading areas and design access to ensure acceptable movements that will not impact adjacent roadway operations.
- Provide a pedestrian pathway between the proposed building and the bus stop.
- Provide bicycle parking areas near the proposed building entrance.

i. Odors, Noise, and Dust

Noise and Dust during Construction (Item 24 of the EAW)

Noise and dust will increase on the project site during construction.

Mitigation

The proposer will implement the following mitigation strategies to minimize and control noise and dust during construction:

- Conform to the City's required hours and noise ordinance standards
- Minimize the site areas being exposed or graded.
- Spray construction areas and haul roads with water, especially during periods of high wind and/or high levels of construction activity
- Minimize the use of vehicles on unpaved surfaces.
- Cover or spray material stock piles and truck loads.

j. Compatibility with plans and land use regulations

City approvals required (Item 27 of the EAW)

The proposed project is consistent with the City's Comprehensive Plan and generally consistent with its zoning regulations. It will require the following City approvals:

- Community Design Board approval of architecture, site design and landscape plan.
- A Shoreland buffer exception for land coverage, or approval of best management practices (BMP's) for stormwater management that would allow the project to meet the coverage standard. The site is within the Shoreland Zone around 3M Lake. The code requires 50% maximum coverage, or a 70% maximum if the project incorporates approved bonus BMP's to allow the increased coverage. The proposed coverage based on the concept plan is 60%. The proposer will work with the City to include bonus BMP's in the stormwater plan so that the project meets the requirements to allow the higher coverage standard.

- A waiver from parking requirements. The City Code requires one parking space for each 200 square feet of floor area for offices uses. With an estimated 412,000 square feet of building space, 2060 parking spaces would meet the ordinance requirement. 3M is proposing 725 new parking spaces to serve the building. Since employees that would be working in the building are transferring from other existing buildings on the campus, they already have parking spaces available, and so a minimum number of new spaces are needed for the building. 3M will seek a waiver from the parking requirements based on the existing spaces available to serve the Research and Development Building employees.

11. The following permits and approvals will be required for the project:

<u>Unit of Government</u>	<u>Type of Permit</u>	<u>Status</u>
Minnesota Pollution Control Agency	NPDES Construction Stormwater Permit; Section 401 Water Quality Certification	To be applied for To be applied for (if needed)
Minnesota Board of Water and Soil Resources	Wetland Conservation Act-Wetland Replacement Plan	Approval to be requested
Mn/DOT	Signal Justification Report or Intersection Control Evaluation	Approval to be requested
Ramsey Washington Metro Watershed District	Permit for Construction Wetland Conservation Act-Wetland Replacement Plan	To be applied for Approval to be requested
Ramsey County	Traffic signalization	Approval to be requested
City of Maplewood	Building Permit; Community Design Review Approval; Shoreland Buffer exception; Parking waiver	Approval to be requested “ “ “

CONCLUSIONS

1. The City of Maplewood (RGU) has fulfilled all applicable procedural requirements of law and rule regarding the determination of need for an Environmental Impact Statement (EIS) for the proposed 3M Research and Development Building project.
2. Pursuant to Minnesota Rules Part 4410.1700, Subparts 6 and 7, the proposed project has been evaluated by the public, the reviewing agencies, and the City of Maplewood to determine potential environmental effects. Based on the findings and record in this matter, the City of Maplewood has determined that the proposed 3M Research and Development Building project does not have the potential for significant environmental effects. City Council concurrence by Resolution No. _____, declaring a negative need for an Environmental Impact Statement is ATTACHED to this Record of Decision.
3. Pursuant to Minnesota Rules Part 4410.1700, Subpart 5, a copy of this RGU Record of Decision is being provided, within 5 days, to all persons on the Minnesota EQB Distribution List, to persons and agencies that commented, and to persons who requested a copy.

This Record of Decision will also be made available on the City of Maplewood's website.

Name and Title of Signer:

**Tom Ekstrand
Senior Planner
City of Maplewood, Minnesota**

Date:

April 29, 2013

**CITY OF MAPLEWOOD, MINNESOTA
RESOLUTION NO. ___-___**

**RESOLUTION APPROVING THE FINDINGS OF FACT, CONCLUSIONS AND
RECORD OF DECISION FOR THE 3M RESEARCH AND DEVELOPMENT
BUILDING ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW)**

WHEREAS, 3M Company, located at 3M Center in the City of Maplewood, is proposing to construct a new Research and Development Building on its corporate campus, and

WHEREAS, the proposed project required completion of an Environmental Assessment Worksheet (EAW) that meets the requirement of Minnesota Rules Chapter 4410, Sections 4410.1000 through 4410.1700; and

WHEREAS, Minnesota Rules 4410.4300, Subpart 14 specifies that the local governmental unit shall serve as the Responsible Governmental Unit (RGU) for construction of new industrial and commercial facilities proposed within its boundaries that exceed the minimum threshold for environmental review; and

WHEREAS, the City Council approved a Resolution on November 15, 2012 that authorized the City to act as the RGU for the 3M Research and Development Building EAW, and the EAW was prepared to meet the requirements of Minnesota Rules Chapter 4410 and reviewed by the City's Planning Commission and Environment and Natural Resources Commission; and

WHEREAS, the notice of the EAW availability was published in the *EQB Monitor* on March 4, 2013, and the 30-day review and comment period began on March 4 and ended on April 3, 2013; and

WHEREAS, the City held a public hearing on the EAW at a publicly-noticed Planning Commission meeting on March 19, 2013; and

WHEREAS, based on the information contained in the 3M Research and Development Building EAW and the comments received on the EAW from the reviewing agencies and the public, the Findings of Fact include:

The type and extent of environmental effects are not significant;

No cumulative potential effects of related or anticipated future projects exist that would pose significant environmental effects.

The anticipated environmental effects are subject to mitigation as required by ongoing regulatory authorities.

The extent of environmental effects can be anticipated and controlled through the proposed mitigation actions and the permit requirements; and

WHEREAS, no regulatory reviewing agencies indicated a need for an EIS; and

WHEREAS, based on criteria in Minnesota Rule 4410.1770 the project does not have significant environmental effects;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA, that the EAW for the project is adequate and it should and hereby does declare a negative need for an Environmental Impact Statement for the 3M Research and Development Building.

BE IT FURTHER RESOLVED that the Maplewood City Council approves the distribution of the Notice of Decision documenting this decision.

Adopted by the Maplewood City Council this 29th day of April, 2013.

Will Rossbach, Mayor

ATTEST:

Jim Antonen, Manager/Clerk

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer / Public Works Director
SUBJECT: **Approval of Joint Powers Agreement with the City of Lake Elmo for Shared Engineering and Construction Services**
DATE: April 19, 2013

INTRODUCTION

The City Council will consider the approval of a joint powers agreement (JPA) with the City of Lake Elmo for shared services.

BACKGROUND / DISCUSSION

Representatives from Lake Elmo and Maplewood have been discussing the possibility of partnering on an upcoming state aid road construction project planned for 2013 in Lake Elmo. Lake Elmo contracts out its engineering services to FOCUS Engineering and they need to secure a full-time construction inspector this year to oversee day to day activities for the subject project.

As you know Maplewood delayed its 2013 neighborhood street reconstruction project making one of our Senior Engineering Technicians available. Maplewood is familiar with State Aid projects and can help successfully deliver this project for Lake Elmo due to the one year work reduction in our department because of the delayed Maplewood project. The staff looks forward to this new and exciting partnership with the City of Lake Elmo and its contracted engineering consultant team.

Lake Elmo will take official action on this item at their meeting on May 7.

PROJECT BUDGET

Lake Elmo will pay an amount of 1.75 times the base salary for those that work on this project, namely a Senior Engineering Technician, plus reimburse Maplewood for vehicle use. All financial decisions would be made within approved operating budgets. The Finance Manager has reviewed this agreement and this partnership will be a positive to the general fund.

RECOMMENDATION

It is recommended that the City Council approve the Joint Powers Agreement with the City of Lake Elmo for shared services and authorize the mayor and city manager to execute said agreement. Furthermore, minor adjustments to the agreement, if needed prior to obtaining signatures, are hereby authorized to be made by the City Attorney.

Attachments

1. Joint Powers Agreement

**JOINT POWERS AGREEMENT
FOR THE UTILIZATION OF ENGINEERING SUPPORT STAFF BY THE CITY
OF LAKE ELMO AND THE CITY OF MAPLEWOOD**

THIS AGREEMENT entered into by and between the **CITY OF MAPLEWOOD** (“**MAPLEWOOD**”), a Minnesota municipal corporation, and the **CITY OF LAKE ELMO** (“**LAKE ELMO**”), a Minnesota municipal corporation, is effective upon the execution of this Agreement by the named officers of both cities.

RECITALS

WHEREAS, LAKE ELMO and MAPLEWOOD provide engineering and technical support services for their communities; and

WHEREAS, LAKE ELMO has a need for additional construction observation services from time to time; and

WHEREAS, MAPLEWOOD has Engineering support staff and other technical employees that are able to provide the services required by LAKE ELMO; and

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each, and also authorizes one of the parties to an agreement to exercise powers on behalf of another party.

NOW, THEREFORE, it is mutually stipulated and agreed to as follows:

1. SERVICES.

A. MAPLEWOOD shall provide to LAKE ELMO construction observation services and related technical services for LAKE ELMO’S Keats MSA Street and Trunk

Watermain Improvements project to be constructed in 2013, and at such times as are agreed to pursuant to Provision 1D below.

B. This contract is intended to be a service contract between the two Cities. It is expressly understood that the MAPLEWOOD will be acting as an independent contractor to LAKE ELMO . The parties agree that a MAPLEWOOD employee providing services under this contract to LAKE ELMO (“Assigned Worker”) shall remain an employee of MAPLEWOOD and shall not be an employee of LAKE ELMO.

C. MAPLEWOOD shall be solely responsible for compensating the Assigned Worker(s) engaged in providing construction observation and related technical services under this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of MAPLEWOOD. In addition, MAPLEWOOD shall be solely responsible for training, workers’ compensation, reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, RLSA, and FMLA. MAPLEWOOD shall retain the sole authority to control the Assigned Worker(s), including the hiring, discipline, and termination of said Assigned Worker(s).

D. LAKE ELMO and MAPLEWOOD shall coordinate the scheduling of services to be performed under this Agreement through their respective City Manager/Administrator, or the City Manager/Administrator’s designee. No service shall be provided unless both Cities approve the performance of such service.

E. Each Assigned Worker will be under the direct supervision of MAPLEWOOD for the purpose of performance review and any discipline related issues.

It is understood that while the Assigned Worker is providing services for LAKE ELMO, the Assigned Worker will be under the work direction of the LAKE ELMO City Engineer or his or her Designee. LAKE ELMO shall notify MAPLEWOOD of any and all complaints about the services rendered by an Assigned Worker and cooperate in the documentation, investigation, and resolution of the same in any manner.

F. All costs related to training, licensing, equipment, and other matters concerning the professional development of the Assigned Worker(s) necessary to provide services contemplated by this Agreement shall be borne by MAPLEWOOD.

2. PAYMENT. LAKE ELMO will compensate MAPLEWOOD for services rendered in the amount of 1.75 times the hourly base salary of the Assigned Worker(s) times the number of hours worked by such Assigned Worker(s). Overtime rate will remain at the hourly base times the multiplier. Mileage to and from the jobsite and upon the jobsite shall be compensated at a rate of \$0.565 per mile. . LAKE ELMO shall make monthly payments, upon presentation of a monthly billing equal to costs incurred for that month.

3. INDEMNIFICATION. MAPLEWOOD agrees to assume sole liability for any negligent or intentional acts of its Assigned Worker(s) while performing the assigned duties within the jurisdiction of LAKE ELMO. Each City agrees to indemnify, defend, and hold harmless the other from any claims, causes of action, damages, loss, cost or expenses including reasonable attorney's fees resulting from or related to the actions of the indemnifying City, its officers, agents or employees in the execution of the duties outlined in this Agreement. Nothing in this agreement shall constitute a waiver of

the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

4. TERMINATION, SEVERABILITY.

A. This Agreement may be terminated at any time by either City, with or without cause, by giving the other City written notice of such termination at least sixty (60) days prior to the date of such termination. The date of termination shall be stated in the notice.

B. Upon termination, any and all records or property of the respective Cities will be returned to the City who is the owner of such records or property within 3 days.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other provisions remain in full force and effect.

5. REVISIONS TO AGREEMENT. Both parties acknowledge that modifications to this Agreement may be necessary to ensure an effective, on-going working relationship. To that end, LAKE ELMO and MAPLEWOOD shall use their best efforts to ensure the viability of this Agreement into the future. However, any alterations, variations, modification, or waivers of provisions to this Agreement will only be valid when they have been reduced to writing and duly signed by both parties hereto.

6. NOTICES. Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager of the other City, or b) if mailed to the other City by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below.

If to Lake Elmo:

City of Lake Elmo
Lake Elmo City Hall
3800 Laverne Avenue N
Lake Elmo, MN 55042
Attn: City Administrator

If to Maplewood: City of Maplewood
 Maplewood City Hall
 1830 County Road B East
 Maplewood, MN 55109
 Attn: City Manager

Notices shall be deemed effective on the date of receipt if given personally, or on the date of deposit in the U.S. mails if mailed. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

7. COMMENCEMENT DATE. This Agreement shall commence on the date that the party who signs this Agreement last signs this Agreement.

IN WITNESS WHEREOF, the Cities of MAPLEWOOD and LAKE
ELMO have caused this Agreement to be duly executed on the day and year entered
below.

Dated: _____

CITY OF MAPLEWOOD

By: _____
Will Rossbach
Its Mayor

By: _____
James W. Antonen
Its City Manager

Dated: _____

CITY OF LAKE ELMO

By: _____

By: _____

AGENDA REPORT

TO: City Manager, Jim Antonen
FROM: IT Director, Mychal Fowlds
Chief Building Engineer, Larry Farr
SUBJECT: **Consider Receiving Quotes and Awarding Construction Contract – Police Department Expansion Phase 2**
DATE: April 1, 2013

Introduction

The City Council approved Police Department Expansion Project Phase 2 at the March 11, 2013 City Council meeting to be funded by the Police Department Expansion Fund. Phase 2 involves the migration of the City data center along with the migration of the Investigations division from the Police wing to what is currently referred to as the City Hall side.

Background

Staff has been working with Larry Koch and Gayle Mack from SEH on the layout details and finalized plans for the project areas. Once the plans were finalized SEH proceeded with project details and going out to bid as approved by council for this project, following city policy and procedures. The 8 bids received were opened and recorded on April 11, 2013 at 9:00 A.M. in the Council Chambers. The base bids ranged from \$359,000 to \$539,780. SEH reviewed the qualifications of the low bidder, Weber, Inc., and found them to be satisfactory for the project and have provided a letter of recommendation.

Budget Impact

From the Police Department Expansion Fund, \$359,000 will be allocated with the award of this bid. The architects estimate for this project was roughly \$480,000 so staff is very satisfied with the bids received.

Recommendation

Staff is recommending that the City Council award the low bid of \$359,000 for Police Department Expansion Phase 2 to Weber, Inc.

Action Required

Submit to City Council for review and approval.

Attachment

1. Police Department Phase 2 Bidder List
2. Weber, Inc. Bid Form & Bid Bond
3. SEH Letter of Contractor Recommendation

Police Department Phase 2 Bidder List

Police Department Expansion Project Phase #2
 Maplewood, Minnesota

Bid Date: 9:00 a.m., Thursday, April 11, 2013

Bidder	5% Bid Bond	Bid Amount
Blackdew	X	\$413,000
American Liberty	X	\$439,000
Market	X	\$433,000
Derau Construction	X	\$399,000
Con Results	X	\$539,780
JScates	X	\$417,000
Meisinger	X	\$426,800
Weber	X	\$359,000

Attachment

1. Police Department Phase 2 Bidder List
2. Weber, Inc. Bid Form & Bid Bond
3. SEH Letter of Contractor Recommendation

DOCUMENT 00 45 47

**CERTIFICATION OF COMPLIANCE
WITH MN STATUTES 363.073**

State of Minnesota - Affirmative Action Data (for responses in excess of \$100,000 only)

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and--if required to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

	Then you must complete these boxes...			
	BOX A	BOX B	BOX C	BOX D
On any single working day within the past 12 months, if your company...				
Employed more than 40 full-time employees in Minnesota	X			X
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business		X		X
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.			X	X

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months.

Your response will be rejected unless your business:

- Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or-
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We do have a current Certificate of Compliance issued by the MDHR. Proceed to **BOX D**. Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contact or agreement can be executed. Proceed to **BOX D**.
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* Proceed to **BOX D**. Call the Minnesota Department of Human Rights for assistance.

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights, Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

Certification of Compliance

MAPLE 121636 - Phase 2

00 45 47 - 1

BOX B – For companies which *have not* had more than 40 full-time employees within Minnesota but have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business.

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For those companies not described in BOX A or BOX B.

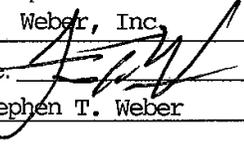
Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

BOX D – For all companies.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: Weber, Inc.

Authorized Signature: 

Printed Name: Stephen T. Weber

Title: President

Date: April 11, 2013 Telephone number: 651/770-5350

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Section
 Mail: 190 East 5th Street, Suite 700 Metro: (651) 296-5663
 St. Paul, MN 55101 Toll Free: 800-657-3704
 Website: www.humanrights.state.mn.us Fax: (651) 296-9042
 Email: employerinfo@therightsplace.net TTY: (651) 296-1283

Affirmative Action Data
Revised 8/02 - MDHR

Certification of Compliance
00 45 47 - 2

MAPLE 121636 - Phase 2

3. SEH Letter of Contractor Recommendation

 **AIA** Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
Weber, Inc.
110 Franklyn Center
North St. Paul, MN 55109

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
United Fire & Casualty Company
118 Second Ave SE
Cedar Rapids, IA 52407

a corporation duly organized under the laws of the State of **Iowa**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
City of Maplewood
1830 County Road B East
Maplewood, MN 55109

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Police Dept Expansion Phase 2

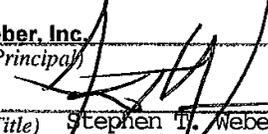
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal
to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this **11th** day of **April, 2013**



(Witness)

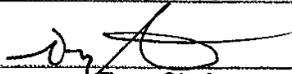
Weber, Inc.
(Principal) _____ (Seal)


(Title) **Stephen T. Weber, President**



(Witness)

United Fire & Casualty Company
(Surety) _____


(Title) **Terry Starks** (Seal)
Attorney-in-Fact

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ ss

On the _____ day of _____, _____, before me personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as his/her/their free act and deed.

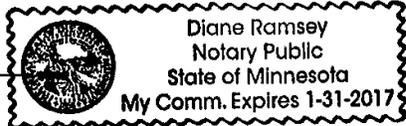
(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Ramsey ss

On the **11th** day of **April, 2013**, before me personally appeared Stephen T. Weber to me known, who being by me duly sworn, did say that he/she is the president of **Weber, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

Diane Ramsey
(Notary Seal)

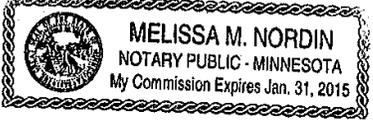


ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF **Washington** ss

On the **11th** day of **April, 2013**, before me personally appeared **Terry Starks** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **United Fire & Casualty Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Melissa M. Nordin
(Notary Seal)



UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint TERRY STARKS, OR DAVID E. SELL, OR ROBERT E. CLEMANTS, OR MELISSA M. NORDIN, OR MARK E. PAULSON, OR ALAN STARKS, OR BETH N. JOHNSTON, OR DANIELLE CLEMANTS, ALL INDIVIDUALLY OF MINNEAPOLIS, MN its true and lawful attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact: "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this February 19, 2013.

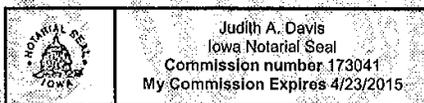


UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On February 19, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Judith A. Davis
Notary Public
My commission expires: 4-23-15

CERTIFICATION

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 11TH day of APRIL 20 13.



Daniel A. George
Secretary

to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

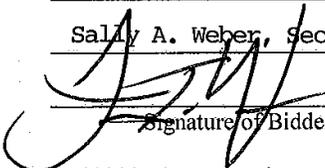
Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

Weber, Inc., Minnesota

Stephen T. Weber, President

Sally A. Weber, Secretary


Signature of Bidder

NOTE: If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 2497 7th Ave. E., #110

North St. Paul, MN 55109

Telephone No.: 651/770-5350

E-mail Address: sweber@webercompanies.com

Date of Proposal: April 11, 2013

END OF DOCUMENT



MEMORANDUM

TO: Mychal Fowlds, IT Director
Larry Farr, Director of Facilities
City of Maplewood

FROM: Gayle Mack, Assoc. AIA
SEH Inc - Architecture

DATE: April 2, 2013

RE: Reference Review for Weber Companies
SEH No. MAPLE 121636 14.00

Gentlemen,

I am writing to provide an overview of the comments from the references contacted for Weber Companies. Weber is the apparent low bidder for the Police Expansion Phase 1A Project. This is the project which creates offices in the existing east Storage Room of the Public Works Building.

Five references were provided and contacted. The references were each for a project type similar to this scope and size. The comments are summarized individually as follows:

Municipal/Government Project References

1. Engineering Staff person, City of South St. Paul, MN:
"I have worked with Steve Weber on a \$250,000 stand alone toilet room/storage building at Veteran's Field. The project went real well; including he follow-up and timing. He had to hurry to complete the job."
2. Project Manager, State of Minnesota:
"Weber Construction was the contractor for the First Floor Lobby Improvements at Centennial Hall. He (Weber Construction) had turnover in his office.....we had three project managers during the duration of the project....for such a small project it was difficult and we had extra clean-up every morning. He was hard to get a hold of. It was a fire protection project."

Commercial Project References

3. Facility Manager, BLN Office Park:
"They do great work for us. We have them construct tenant build-outs. They communicate well. They ask questions when necessary...."
4. Facility Manager, Hoigaard Village:
"I have worked with Steve Weber for twenty years. He stands behind his work. I would recommend him."

Reference Review for Weber Companies

April 2, 2013

Page 2

5. Manager, Willowstone Office Park:

“Yes ...Weber Construction has done all our work....They built the building, the expansion and all of the office spaces.”

Attachment

c: Larry Koch, AIA

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer / Public Works Director
SUBJECT: **East Metro Public Safety Training Center, City Project 09-09**
1) Resolution Receiving Bids and Awarding Contract for Burn Equipment Supplier
2) Resolution Authorizing Payment to the City of Oakdale for Purchasing Reclaimed Base Material
DATE: April 24, 2013

INTRODUCTION

The City Council previously authorized advertisement for bids for Bid Packages 3, 4 and 5 including authorizing advertisement for bids for a gas-fired burn equipment supplier on March 25, 2013. Advertisement for bids for the burn equipment began on April 3, 2013 and the bid opening took place at 10:00 a.m. April 24, 2013. The award of bid will be considered by the council.

The City of Oakdale, a key partner in the East Metro project, is completing a street reconstruction project in 2013 that will result in approximately 4,000 cubic yards of excess reclaimed pavement base material being available for purchase at a reduced cost to the East Metro project. The City Council will consider authorizing the purchase of the material from the City of Oakdale which would result in an overall project cost savings.

BACKGROUND

The project has been in the planning stages for several years and in 2012 was presented to and discussed with the City Council, Environmental and Natural Resources Commission, Community Design Review Board and Planning Commission. The project is located at 1881 Century Avenue North at the intersection of Trunk Highway 120 and 34th Street North (TH 5).

PROJECT SCHEDULE

The overall project is currently on schedule to be completed in the fall of 2013. At this April 29, 2013, meeting, council will consider awarding the contract for the burn equipment supplier and authorizing payment for the purchase of pavement base material. Bids and contract awards for construction of the burn buildings (Bid Package 5) and site improvements (Bid Package 3) are anticipated in May and June 2013. Construction is anticipated from late June through October with installation of the gas-fired burn equipment in the burn house planned for late fall.

DISCUSSION

The feasibility study anticipated three bid packages to complete the facility construction that were described in the June 25, 2012, Council Agenda Report. As design work progressed it became apparent that savings in costs and schedule could be realized by separating the building and site construction work into three separate bid packages:

- Bid Package 3 Site Civil, Utilities, Traffic Signal, Marshlands
- Bid Package 4 Simulation and Training Building
- Bid Package 5 Burn House and Training Tower

Bid Packages 3 and 5 are planned to be completed in 2013, with Bid Package 4 being delayed until additional funding is available. The Project Steering Committee made this adjustment in construction phasing relative to the previous plan to better focus the available funding resources on the most critical training equipment: the burn house and burn tower.

Awarding the contract for the burn equipment supplier includes authorizing the Steering Committee to direct the supplier to deliver up to five burn props that will be installed in the burn house. Because each equipment supplier has unique requirements for the building layout and mechanical/electrical system design, the burn equipment supplier is also required to provide input into the final building details. The burn house and tower will be advertised for bids following final plan development by the burn equipment supplier and SEH.

Regarding the partnership with Oakdale, the East Metro project needs an estimated 3,500-4,000 cubic yards (CY) of Class 6 base material. Oakdale bid their 2013 street reconstruction project with a bid alternate for the contractor to haul to, and stockpile the base material at, the East Metro site. The low bidder for the project bid a price of \$6.28/CY for the estimated 4,000 CY of material for a total cost of \$25,120. The estimated cost of this material would typically be on the order of \$20.00 to \$25.00/CY. Authorizing payments to the City of Oakdale for the purchase of 4,000 reclaimed base (Class 6) material will allow the East Metro project to save an estimated \$55,000 to \$75,000. This action also supports the City’s sustainability goals by reusing local construction materials and reducing the overall environmental impacts by reducing the number of truck trips and distances for material hauling. Payments are anticipated as the material is delivered and material quantities are confirmed.

BUDGET

The City has a total estimated budget of \$4,335,000 for the Phase 1 work including a \$3,000,000 grant from the State of Minnesota to design and construct a significant portion of the proposed improvements and \$450,000 grant from the Ramsey County Environmental Response. The following is a summary of the proposed financing plan:

FUNDING		
ITEM	FUNDING SOURCE	AMOUNT
1	STATE BONDING BILL GRANT	\$3,000,000
2	RAMSEY CO ERF GRANT	\$450,000
3	CITY EUF FUND	\$250,000
4	CITY CIP FUND	\$250,000
5	EAST METRO JPA – SPECIAL ASSESSMENT	\$175,000
6	MNDOT/MSA STREET ACCOUNT	\$55,000
7	ST PAUL REGIONAL WATER SERVICES (WATER MAIN LOOP)	\$55,000
8	SANITARY SEWER FUND	\$50,000
9	ST PAUL WAC FUND	\$50,000
TOTAL PHASE 1		\$4,335,000

The preliminary cost estimate for the full list of five propane gas burn props was \$690,000. Bids shown below were received from two qualified suppliers that included a total cost for the five individual props.

Bidder	Total
Kidde Fire Trainers	\$496,810
Fire Blast 451	\$627,978

The project Steering Committee will be working with the selected supplier to finalize the burn building plans and specifications and selection of the specific burn props to install in Phase 1. The budget impact will be up to the total bid price of \$ 496,810. Staff will be reviewing the submitted bids prior to the council meeting to confirm that all bidding requirements have been met. The cost of the Class 6 reclaimed base material to be purchased from Oakdale is \$25,120. Payments will be made following the delivery of material to the site and confirmation of the quantities. Both items are within the project budget.

RECOMMENDATION

It is recommended that the City Council approve the attached resolutions for the East Metro Public Safety Training Center, City Project 09-09, Awarding the Contract to Kidde Fire Trainers for Supplying the Gas Fired Burn Equipment and Authorizing Payment to the City of Oakdale for Reclaimed Base Material.

Attachments:

1. Resolution Awarding Contract for the Burn Equipment Supplier
2. Resolution Authorizing Payment to the City of Oakdale for Reclaimed Base Material

**RESOLUTION
RECEIVING BIDS AND AWARDING CONTRACT**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Kidde Fire Trainers in the amount of \$ 496,810.00, is the lowest responsible bid for supplying and delivering the gas-fired burn equipment for the East Metro Public Safety Training Center: Bid Package 5 – City Project 09-09, and the mayor and clerk are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

The finance director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project as previously approved by council.

Adopted by the council on this 29th day of April, 2013.

**RESOLUTION
AUTHORIZATION FOR PAYMENT TO THE CITY OF OAKDALE FOR
RECLAIMED BASE MATERIAL**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the City of Maplewood will reimburse the City of Oakdale for the costs of delivering reclaimed base material to the East Metro Public Safety Training Center in the amount of up to \$25,120.00, and the Mayor and Clerk are hereby authorized and directed to make payments as necessary to the City of Oakdale on behalf of the city.

The Finance Director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project as previously approved by council.

Adopted by the council on this 29th day of April, 2013.

AGENDA REPORT

TO: City Council
FROM: Chuck Bethel, City Attorney for HR/Labor Relations
SUBJECT: Performance Review/Retirement Discussion regarding the City Manager
DATE: April 23, 2013

INTRODUCTION/SUMMARY

As you know, Jim Antonen, our City Manager, has now completed his fourth year of service and has indicated that he will be retiring soon. I am providing you with a performance review styled in the same manner as the form you used last year, with two additional changes. First, the review provides you with the option of preparing a verbal analysis and response in lieu of a written analysis and response. Second, a new section has been added regarding transition planning. to allow you the opportunity to discuss and evaluate issues that have arisen and will continue to arise regarding the City's transition to a new City Manager and Mr. Antonen's performance to date with regard to those issues, and your expectations regarding his future performance in this area. Further, as permitted pursuant to the Minnesota Data Practices Act, specifically, Minnesota Statute 13D.05, the City may close the meeting to implement this process. The meeting must stay open however, if Mr. Antonen requests it. At the next open meeting, the Council should then summarize its conclusions

RECOMMENDATION:

Close the meeting and use the review forms provided to review Mr. Antonen's performance, and then summarize your conclusions at the next open meeting.