

AMENDED AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, February 24, 2014
City Hall, Council Chambers
Meeting No. 04-14

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 February 10, 2014 City Council Workshop Minutes
2. Approval of February 10, 2014 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Presentation of Retirement Plaque for Retirees for Corinne Ravenwald and Angel Reynoso – Fire Department
2. Approval of Housing Economic Development Commission Annual Report
3. Approval of Heritage Preservation Commission Annual Report

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

1. Approval of Claims
2. Approval of Agreement for Use of Harvest Park for the 2014 Susan G. Komen Twin Cities 3-Day Event
3. Approval of a Temporary Lawful Gambling Permit and Waiver of Permit Fees for Carver Elementary PTO, 2680 Upper Afton Rd
4. Approval of Door Hardware Expenses for Police Department Expansion Project
5. Approval to Utilize Verizon Wireless Services off of State Contract
6. Approval to Enter into Contract with North Suburban Access Corporation for Videographer Services
7. Approval of 2014 Master Group Contract between City of Maplewood and Medica Insurance Company
8. Approval of Medical Direction Contract and Amendment Between the City of Maplewood and HealthEast
9. Approval of Cancellation of the May 26, 2014 City Council Meeting Due to Memorial Day Holiday

10. Approval of Resolution of Support for Sherman and Associates' Application for Ramey County Community Development Block Grant Funds

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

1. Approval of Resolution Accepting Assessment Roll and Ordering Assessment Hearing for March 24, 2014, Arkwright-Sunrise Area Street Improvements, Project 12-09
2. Approval of Logan Property Acquisition Settlement Agreement, TH 36/English Street Interchange Improvements, City Project 09-08

J. NEW BUSINESS

1. Approval of an Off-Sale Intoxicating Liquor License for A-1 Liquors, 19 Century Avenue
2. Approval of Resolution Supporting the Move MN Campaign
3. Approval of the July 4th Light It Up Special Event Permit

K. AWARD OF BIDS

None

L. VISITOR PRESENTATIONS

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update
2. Council Management Retreat Agenda

N. COUNCIL PRESENTATIONS

O. ADJOURNMENT

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:00 P.M. Monday, February 10, 2014
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 6:03 p.m. by Mayor Slawik.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

Councilmember 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. Suburban Ramsey County Transit Options Presentation**

White Bear Lake Mayor Jo Emerson and Shoreview Councilmember Ady Wickstrom gave an update on current transit projects in place and those under consideration.

2. Discussion on Ramsey/Washington Suburban Cable Commission

City Manager Ahl gave the staff report and answered questions of the council.

F. ADJOURNMENT

Mayor Slawik adjourned the meeting at 6:57 p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, February 10, 2014
Council Chambers, City Hall
Meeting No. 03-14

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:03 p.m. by Mayor Slawik.

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

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

D. APPROVAL OF AGENDA

M2 Clarification of Recycling and Trash Rates
N1 Dispatch Policy Committee
N2 Community Design Review Board
N3

Councilmember Juenemann moved to approve the agenda as amended.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

E. APPROVAL OF MINUTES**1. Approval of January 27, 2014 City Council Workshop Minutes**

Councilmember Juenemann moved to approve the January 27, 2014 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of January 27, 2014 City Council Meeting Minutes

Councilmember Cardinal moved to approve the January 27, 2014 City Council Meeting Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

Councilmember Juenemann moved to approve the 2013 Budget Adjustments and 2013 Transfers totaling \$439,210 from the Tax Increment Funds to the Debt Service Funds.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. Approval of 2013 Transfers and Budget Adjustments

Councilmember Juenemann moved to approve the carry over requests and authorize the Finance Director to reduce the 2014 budget as needed for any carry over amount that is not used for its specific purpose during the year; and authorize the Finance Director to make the entries necessary to account for the transfers and budget adjustments.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

4. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 4 with Derau Construction, Police Department Expansion Project - Phase 1

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order No. 4, for the Police Department Expansion Project – Phase 1.

Resolution 14-2-1038

Directing Modification of Existing Construction Contract
Police Department Expansion Project – Phase 1, Change Order No. 4

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. 4.

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. 4 which is a decrease of \$250.00.

The revised contract amount is \$251,515.00.

Adopted by the Maplewood City Council on this 10th day of February 2014.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

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

Seconded by Councilmember Koppen Ayes – All

The motion passed.

13. Approval of Resolution for Final Payment and Acceptance of Project, Police Department Expansion Project – Phase 1

Councilmember Juenemann moved to approve the Resolution Approving Final Payment and Acceptance of Project, Police Department Expansion Project – Phase 1.

Resolution 14-2-1040
Approving Final Payment and Acceptance of Project
Police Department Expansion Project – Phase 1

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

WHEREAS, the IT Director for the City of Maplewood has determined that the Police Department Expansion Project – Phase 1, is complete and recommends acceptance of the project.

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

- 1. Police Department Expansion Project – Phase 1 is complete and the final construction cost is \$251,515. Final payment to Derau Construction, and the release of any retainage or escrow is hereby authorized.

Approved this 10th day of February 2014.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

H. PUBLIC HEARING

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Approval of Penalty for Tobacco Compliance Failure – A1 Liquor, 19 Century Avenue

City Clerk Guilfoile requested the item be tabled due to the owner not being present as required by the city council.

Councilmember Juenemann moved to table the Tobacco Compliance Failure Fine of \$750 for A1 Liquor, 19 Century Avenue until the February 24, 2014 meeting.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Mayor Slawik moved to take the motion off the table as the owner arrived.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

City Clerk Guilfoile gave the staff report. Khushvinder Singh, owner of A1 Liquor, addressed the council.

Councilmember Juenemann moved to approve the Tobacco Compliance Failure Fine of \$750 for A1 Liquor, 19 Century Avenue.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of Resolution for a Lawful Gambling Premise Permit for the Loyal Order of Moose, Inc at the Maplewood Moose Lodge No. 963, 1946 N English St

City Clerk Guilfoile gave the staff report.

Councilmember Koppen moved to approve the Resolution for a Lawful Gambling Premise Permit for the Loyal Order of Moose, Inc. at the Maplewood Moose Lodge No. 963, 1946 N. English street.

Resolution 14-2-1041
Lawful Gambling Premise Permit

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premise permit for lawful gambling is approved for the Loyal Order of Moose, Inc to operate at Maplewood Moose Lodge No. 963, 1946 N English St, Maplewood, MN.

FURTHERMORE, that the Maplewood City Council waives any objection to the timeliness of application for said permit as governed by Minnesota Statute §349.213.

FURTHERMORE, that the Maplewood City Council requests that the Gambling

2. Clarification of Recycling and Trash Rates

City Manager Ahl clarified the recycling and trash rates published in the February issue of Maplewood Living are monthly rates.

N. COUNCIL PRESENTATIONS

1. Ramsey County Policy Dispatch Committee

Councilmember Juenemann gave a report on the Ramsey County Policy Dispatch Committee meeting she attended in February. She reported that Ramsey County along with other counties will have to purchase the next generation 911 phone system by 2015 to replace the current outdated system.

2. Community Design Review Board

Councilmember Abrams gave a report on the Community Design Review Board meeting she attended in January. She reported that a Hobby Lobby store will be coming to Maplewood that will be located in Plaza 3000.

3. 3M

Councilmember Cardinal requested information from the Planning Commission on the new 3M structure. City Planner Ekstrand reported that the new structure did not go to the Planning Commission because it met all zoning requirements and only needed design approval.

4. Mayor Slawik

Mayor Slawik gave a brief report on the committees she is serving on.

- Slawik informed the council that she has been appointed to the Transportation Advisory Board (TAB) and will be attending orientation that will be held on Friday, February 14th.
- Gateway Corridor – She attended orientation with Washington County Commissioner Weik and there will be a committee meeting this week.
- Monthly Mayor's Meeting – The presentation for the meeting was on regionalizing services, everything from water, trash, etc.
- Rush Line Corridor - There will be a meeting soon and she will then give an update.

O. ADJOURNMENT

Councilmember Koppen moved to adjourn the meeting.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Mayor Slawik adjourned the meeting at 8:16 p.m.

MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Steve Lukin, Fire Chief
DATE: February 18, 2014
SUBJECT: Retirement Plaques for Retirees Corinne Ravenwald and Angel Reynoso

Introduction

Corinne Ravenwald and Angel Reynoso have both retired after 10 years of service as firefighters/EMT's for the Maplewood Fire Department. Corinne worked out of Maplewood Fire station one and Angel Reynoso worked out of station two. We are presenting these plaques in appreciation of their 10 years of dedicated service to the citizens of Maplewood. Unfortunately, neither Corinne nor Angel are able to attend but asked that we continue with the presentation in their absence.

Budget Impact

None

Recommendation

None

Attachments

None.

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Warren Wessel, Housing and Economic Development Commission Chair

DATE: February 12, 2014

SUBJECT: Approval of Housing and Economic Development Commission Annual Report

Introduction

Annually, the housing and economic development commission (HEDC) is required to report the HEDC's actions and activities for the city council for the previous year. In 2013, the BEDC reviewed the following 14 items during its seven meetings:

<i>Type of Proposal Reviewed</i>	<i>#</i>
<u>Informational Commission Reviews</u>	2
1. Update on Tax-Forfeit Properties (February 28, 2013 and November 13, 2013)	
2. 2013 Code Enforcement Report (November 13, 2013)	
<u>Miscellaneous Reviews and Actions</u>	18
1. Election of Officers (February 28, 2013)	
2. 2012 Business and Economic Development Commission Annual Report (February 28, 2013)	
3. Green Building Program Ordinance (February 28, 2013 and April 10, 2013)	
4. Discussion of Housing and Economic Development Commission Meeting Time (February 28, 2013)	
5. Housing and Economic Development Commission Rules of Procedure (February 28, 2013)	
6. Resolution of Appreciation for Tammy Wilde (February 28, 2013)	
7. Review of Housing and Economic Development Commission Work Plan (April 10, 2013)	
8. Consideration of Revolving Loan Program (April 10, 2013)	

- 9. Review of Adopted Gladstone Neighborhood Master Plan (May 8, 2013)
- 10. Review of Updated Market Study for Gladstone Neighborhood (May 8, 2013)
- 11. Potential Redevelopment of Maplewood Bowl Site, 1955 English Street (May 8, 2013)
- 12. Review of Proposed 3M Tax-Increment Financing District (June 12, 2013)
- 13. 2014 – 2018 Capital Improvement Plan Review and Debt Analysis (June 12, 2013)
- 14. Approval of Loan Program Application, Larkin Dance Studio (September 11, 2013 and October 9, 2013)
- 15. Approval of Selling Excess City-Owned Real Property Policy (September 11, 2013)
- 16. Approval of Sale of City-Owned Real Property, Castle Avenue and Van Dyke Street (September 11, 2013)
- 17. Draft Revolving Loan Fund Guidelines (October 9, 2013 and November 13, 2013)
- 18. Review of Proposed Housing TIF District, 2501 Londin Lane (November 13, 2013)

Special Projects and Presentations

1

- 1. Tom Snell, White Bear Lake Area Chamber of Commerce (April 10, 2013)

Total

21

Comparative Information

<u>Year</u>	<u>Number of Items Reviewed</u>
2010	17
2011	15
2012	14
2013	21

Membership

The HEDC consists of seven members appointed by the city council. Membership terms are for three years, with extensions for additional terms approved by the city council. The membership as of the end of 2013:

<u>Board Member</u>	<u>Membership Began</u>	<u>Term Expires</u>
Beth Ulrich	05/22/00	9/30/14
Joy Tkachuck	09/25/06	9/30/16
Mark Jenkins	01/25/10	9/30/16
Warren Wessel	12/13/10	9/30/14
Jennifer Lewis	04/25/11	9/30/16
Dennis Unger	07/25/11	9/30/15
Gary Klonecz	12/12/11	9/30/14

Commissioners Tkachuck, Jenkins and Lewis were all reappointed for an additional term during 2013. Commissioners Ulrich, Klonecz and Wessel's terms are up for reappointment during 2014. The reappointment process will be in the summer of 2014.

Discussion

2013 Actions/Activities

In 2013, the HEDC continued its commitment to development and redevelopment in the city of Maplewood by working on several projects. The HEDC spent a good portion of its year working to implement elements of its work plan. The commission spent several meetings looking at how to develop a revolving loan fund program while also reviewing the city's first application for assistance. This application was for Larkin Dance Studio, which relocated to a vacant building and site near the English Street and Highway 36 intersection – an area the work plan identifies for concentrated effort.

The work plan also identifies the Gladstone neighborhood as an area the city and the HEDC should be focusing efforts on. In 2013, Sherman Associates presented its proposal to redevelop the Maplewood Bowl site with a mixture of family and senior housing along with a commercial element. Throughout 2013, staff worked with Sherman Association to successfully secure a \$1.9 million grant from the Metropolitan Council. \$900,000 of the grant will go towards acquiring the Maplewood Bowl site and \$1,000,000 will go towards public improvements along Frost Avenue. The public improvements and redeveloped Maplewood Bowl site will meet the guidelines that were established by the Gladstone Neighborhood Master Plan, which the HEDC also received reviewed in 2013. Based on recommendations from the HEDC's work plan, city staff had the Gladstone Neighborhood Market Study updated so the city and developers are informed as it approached redevelopment. The HEDC also received updates on the tax-forfeited properties within this neighborhood in an effort to stay on top of all developments occurring in the key Maplewood neighborhood.

The HEDC reviewed and provided recommendations on two TIF applications in 2013. The first request was from 3M to provide city-assistance for the company to build a new \$150 million research and development building on its campus. This project ensures a huge investment was made at 3M's Maplewood campus. 3M is the city's largest employer. The second TIF application was for a senior housing complex. The city was to sell land it owns on Londin Lane to the developer. While the HEDC recommended approval of this TIF request, the developer withdrew his applications before the planning commission and city council could consider the TIF and other land use applications.

The HEDC also developed a selling excess land policy to guide the city as it continues to sell land for redevelopment purposes. The HEDC utilized this policy to recommend the sale of excess city land at Castle Avenue and Van Dyke Street.

2014 Activities

In 2014, the HEDC will continue to implement its work plan and concentrate on key redevelopment areas within the city. The HEDC will continue its efforts to develop a program and guidelines for its revolving loan fund program – building on what it learned from the first application. The HEDC will be used as a resource as the city looks to sell additional access land for redevelopment purposes. In 2014, the HEDC will be committed to the development and enhancement of the city of Maplewood.

Budget Impact

None.

Recommendation

Approve the HEDC's 2013 annual report.

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Heritage Preservation Commission
DuWayne Konewko, Parks and Recreation Director
Ginny Gaynor, Natural Resources Coordinator/HPC Staff Liaison

DATE: February 17, 2014

SUBJECT: Approval of Heritage Preservation Commission Annual Report

Introduction

The Heritage Preservation Commission (HPC) has prepared their annual report. Chair Peter Boulay will present the report to the city council for review.

Background

2013 HPC ANNUAL REPORT

Members

The HPC consists of seven members appointed by the city council. Membership terms are for three years. The current membership is as follows:

<u>Commissioner</u>	<u>Membership Began</u>	<u>Term Expires</u>
Peter Boulay (Chair)	10-09-06	04-30-15
Richard Currie (Vice Chair)	01-26-04	04-30-16
Robert Creager	07-26-04	04-30-16
John Gaspar	01-14-13	04-30-14
Frank Gilbertson	09-09-13	04-30-16
Leonard Hughes	04-23-12	04-30-15
Brenda Rudberg	04-11-11	04-30-14

In June 2013, the staff liaison changed from Dave Fisher, Building Official, to Ginny Gaynor, Natural Resources Coordinator.

Meetings

The HPC's regularly scheduled meetings are the second Thursday of the month at 7:00 p.m. In 2013, the HPC held five meetings and conducted one tour.

Designated Sites as of September 30, 2014

City of Maplewood has Designated this Site Locally
 Owner: City of Maplewood
 Bruentrup Farm Heritage Site, 2170 County Rd D, Maplewood, MN 55109

This Property is on the National Register
 Owner: Ramsey County
 Ramsey County Poor Farm Campus (cemetery, barn, milk house, water tower, garage and boiler shop)
 2020 White Bear Ave, Maplewood, MN 55109

Inventory of Historic Buildings

Maplewood maintains an inventory of historic buildings, which was developed by HPC and Maplewood Area Historical Society.

Reviews and Accomplishments

1. Satisfactorily performed the responsibilities listed in the MN Certified Local Government (CLG) Procedures Manual and those specifically delegated to it under the Act by the MN State Historic Preservation Office (SHPO):
 - The City of Maplewood HPC has demonstrated an active commitment per the MN CLG Procedures Manual.
 - No new local designations were made in 2013. The HPC is actively involved in preservation planning activities, which lay the foundation for future designations.
 - One renovation request was reviewed for a site on National Register – the Ramsey County Poor Farm.
 - No National Register nominations were commented on or submitted to the SHPO.
 - The City staff liaison and two commission members attended CAMP training provided by the National Alliance for Preservation Commissions (NAPC) based on NAPC's core curriculum. (Funded by LCG grant.)
 - One Commission member attended the 33rd Annual Statewide Historic Preservation Conference in Lanesboro, MN. (Funded by LCG grant.)
2. Obtained a grant from the Arts and Cultural Heritage Fund, through the Minnesota Historical Society, to conduct a Historic Context Study. Work began in 2013 and will be completed in 2014.
3. Educated Maplewood citizens by participating in Maplewood Area Historical Society (MAHS) events and events at the Maplewood Library, identifying publications about Maplewood's history at the Ramsey County Library and providing links on the City's website to the State and County Historical Societies.
4. Recommended Anne Fosburgh for 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.

5. The following guest speakers gave historical presentations at HPC meetings: Joe Fox, Anne Fosburgh, Anthony Yocum.
6. Reviewed and provided input on two historic interpretive signs: Highway 36 Bridge sign and Frost Avenue Bridge sign.
7. Recognized the following demolished buildings in 2013:
 - 2009 Arcade St – House
 - 2010 Clarence St – House
 - 797 Belmont LN – House
 - 2292 County Rd D E – House
 - 345 Lewis St – House
 - 954 Bartelmy LN - House
8. Reviewed the following development or renovation proposals:
 - Ramsey County Poor Farm Barn – installation of interior fans
 - Prairie Farm Preserve – turf overflow parking lot
9. Worked collaboratively with the Maplewood Area Historical Society on historic context study and MAHS events.

Outside Activities

Several HPC members are also members of the Maplewood Area Historical Society. These HPC members worked collaboratively on society events such as:

- Spring Tea – Bruentrup Heritage Farm
- Dairy Day – Bruentrup Heritage Farm
- Vintage Vehicle Event – Bruentrup Heritage Farm
- Ramsey County Fair
- Johnny Appleseed Days – Bruentrup Heritage Farm
- Halloween Hoedown – Maplewood Community Center
- Barn Dance – Bruentrup Heritage Farm
- Breakfast with Santa and Open House – Bruentrup Heritage Farm

Conclusion

The Maplewood Heritage Preservation Commission is committed to promoting the use and conservation of historic properties for the education, inspiration, pleasure and enrichment of the citizens of this area.

2014 Goals

On February 13, 2014, the HPC approved the following goals for 2014.

1. Continue all necessary measures for the Certified Local Government (CLG) status by maintaining a historical site survey and providing all the documentation required to the Minnesota State Historic Preservation Office.

2. Complete Historic Context Study.
3. Develop criteria for local designations, identify sites to designate, and begin process for designation of one site.
4. Submit a nomination to the city council for the Maplewood Heritage Award for 2013.
5. Submit a recommendation to the city council to have a Heritage Award for businesses.
6. Write and obtain a grant for preservation planning.
7. Write a grant to continue archeological investigation at Fish Creek.
8. Ensure proper preservation of the city council minutes and public access to copies of the minutes.
9. Review photos of demolished buildings throughout the year and make it part of the HPC's annual report.
10. Have a guest speaker from a historical site give historical presentation to the commission.
11. Continue to identify and recognize historic families.
12. Continue to identify and recognize the history of geographic features such as lakes, etc.
13. Continue to provide and add links to the city website from the Maplewood Area Historical Society, Minnesota State Historical Society and other public websites.
14. Continue to identify books, articles and media about Maplewood. Work with the Maplewood Library to provide the books, articles and media to the public.
15. Continue to promote, collaborate and work with the Maplewood Area Historical Society.

RECOMMENDATION

Approve the 2013 Heritage Preservation Commission Annual Report.

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MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Gayle Bauman, Finance Director
DATE: February 24, 2014
SUBJECT: Approval of Claims

Attached is a listing of paid bills for informational purposes. The City Manager has reviewed the bills and authorized payment in accordance with City Council approved policies.

ACCOUNTS PAYABLE:

\$ 347,573.05	Checks # 91906 thru # 91957 dated 02/11/14 thru 02/15/14
\$ 636,238.51	Disbursements via debits to checking account dated 02/03/14 thru 02/07/14
\$ 592,431.70	Checks # 91958 thru # 92024 dated 02/12/14 thru 02/18/14
\$ 319,970.04	Disbursements via debits to checking account dated 02/10/14 thru 02/14/14
<u>\$ 1,896,213.30</u>	Total Accounts Payable

PAYROLL

\$ 543,706.34	Payroll Checks and Direct Deposits dated 02/14/14
\$ 1,013.00	Payroll Deduction check # 9989849 thru # 9989851 dated 02/14/14
<u>\$ 544,719.34</u>	Total Payroll
<u><u>\$ 2,440,932.64</u></u>	GRAND TOTAL

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

Attachments

Check Register
City of Maplewood

02/07/2014

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
91906	02/11/2014	00393	MN DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - JAN 18999123035	3,150.32
91907	02/11/2014	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 1/18 - 1/25	624.00
91908	02/11/2014	01085	MN LIFE INSURANCE	MONTHLY PREMIUM - FEB	3,176.85
91909	02/11/2014	01160	NEWMAN TRAFFIC SIGNS	BLANKS FOR SIGN WORK	279.64
91910	02/11/2014	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD MONTHLY - JAN	7,388.64
91911	02/11/2014	01574	T A SCHIFSKY & SONS, INC	TRUCK WEIGHTS FOR CALIBRATIONS	50.00
91912	02/11/2014	04845	TENNIS SANITATION LLC	RECYCLING FEE - JAN	27,160.00
91913	02/11/2014	04252	TOWMASTER TRUCK EQUIP. INC.	PREWET SYSTEM & INSTALLATION	2,477.00
	02/11/2014	04252	TOWMASTER TRUCK EQUIP. INC.	PREWET SYSTEM & INSTALLATION	2,477.00
91914	02/11/2014	03334	UNIQUE PAVING MATERIALS CORP	UPM WINTER PATCH MATERIAL	807.30
91915	02/11/2014	01190	XCEL ENERGY	ELECTRIC UTILITY	5,008.12
	02/11/2014	01190	XCEL ENERGY	ELECTRIC UTILITY	39.10
91916	02/11/2014	05332	AMERICAN MADE ELECTION EQUIP.	ELECTION VOTING BOOTHS	2,745.00
91917	02/11/2014	04848	AVESIS	MONTHLY PREMIUM - FEB	259.27
91918	02/11/2014	01974	BLUE CROSS REFUNDS	REFUND FOR TRANS MEDIC R09535592	2,302.40
91919	02/11/2014	05330	JENNIFER JEAN ECKES	MCC EVENT FEB 14 POP UP MUSICAL	500.00
91920	02/11/2014	05207	EQUIFAX INFORMATION SERVICES	APPLICANT BACKGROUND CHECKS	60.00
91921	02/11/2014	00480	PAUL EVERSON	REFUND MN FIRE LIC RENEWAL	75.00
91922	02/11/2014	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - FEB	366.84
91923	02/11/2014	00644	HEALTHPARTNERS	MONTHLY PREMIUM - FEB	12,285.24
91924	02/11/2014	00668	STEVEN HIEBERT	REIMB FOR MEAL 1/30	8.41
91925	02/11/2014	03978	KANE'S CATERING SERVICE, INC	CATERING FOR FISH CREEK EVENT	410.64
91926	02/11/2014	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#19	4,344.07
91927	02/11/2014	04984	TIM LINDER	REIMB FOR RUNNING SHOES & SOCKS	97.50
91928	02/11/2014	05331	MECHANICAL DATA CORP	INSTALL AIR CONTROLLERS ON VAV'S	367.50
91929	02/11/2014	03818	MEDICA	MONTHLY PREMIUM - FEB	175,503.49
91930	02/11/2014	03818	MEDICA	REFUND FOR TRANS MEDIC MW32294A	1,785.40
91931	02/11/2014	01035	MN CHAPTER IAAI	REGISTRATION FEE	250.00
	02/11/2014	01035	MN CHAPTER IAAI	IAAI MEMBERSHIP	25.00
91932	02/11/2014	01089	MN UC FUND	QTR UNEMPLOYMENT - 4TH QTR	15,488.30
91933	02/11/2014	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - FEB	528.00
91934	02/11/2014	02909	NORTH AMERICAN SALT CO	ROAD SALT~	10,805.50
	02/11/2014	02909	NORTH AMERICAN SALT CO	ROAD SALT~	3,594.88
91935	02/11/2014	00001	ONE TIME VENDOR	REFUND E ENAHORO C# 07003341	1,057.00
91936	02/11/2014	00001	ONE TIME VENDOR	REFUND M HOFFMAN MEDICA BENEFIT	240.00
91937	02/11/2014	00001	ONE TIME VENDOR	REFUND S SCHMIDT MEDICA BENEFIT	200.00
91938	02/11/2014	00001	ONE TIME VENDOR	REFUND M MEIER LICENSE FEE	120.75
91939	02/11/2014	00001	ONE TIME VENDOR	REFUND B VANG TUMBLING	42.00
91940	02/11/2014	00001	ONE TIME VENDOR	REFUND S POWERS PREF ONE BENEFIT	40.00
91941	02/11/2014	02008	RAMSEY COUNTY PUBLIC WORKS	SRVS FOR EMERGENCY VEH JULY-DEC	1,098.44
	02/11/2014	02008	RAMSEY COUNTY PUBLIC WORKS	SALT BRINE PURCHASE - DEC	378.68
91942	02/11/2014	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - OCTOBER	69.00
91943	02/11/2014	01340	REGIONS HOSPITAL	SHARPS DISPOSAL	41.75
91944	02/11/2014	03446	RICK JOHNSON DEER & BEAVER INC	DEER PICK UP - JAN	115.00
91945	02/11/2014	04074	ELAINE SCHRADER	TAI CHI INSTRUCTION 1/8 - 3/12	258.60
91946	02/11/2014	00006	SILVER FIT	REFUND HOPPE MEMBERSHIP/HP BEN	712.04
91947	02/11/2014	00006	SILVER FIT	REFUND CHRISTENSEN MEMBERSHIP/HP	402.40
91948	02/11/2014	00006	SILVER FIT	REFUND B KNOWLTON MEMBERSHIP/HP	277.14
91949	02/11/2014	00006	SILVER FIT	REFUND HALL - MEMBERSHIPS	84.80
91950	02/11/2014	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	814.64
	02/11/2014	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	474.98
91951	02/11/2014	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - JAN	4,012.80
91952	02/11/2014	03598	PAUL THEISEN	REFUND FOR MEALS & PARKING	19.01

91953	02/11/2014	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - FEB	3,517.54
	02/11/2014	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - FEB	2,696.59
91954	02/11/2014	05291	VEIT & COMPANY	PROJ 12-13 LIFT STATION #14 PMT#3	15,049.92
91955	02/11/2014	00063	VERIZON WIRELESS	MONTHLY PMT 11/17/13 - 12/16/13	18,462.90
	02/11/2014	00063	VERIZON WIRELESS	MONTHLY PMT 12/17/13 - 01/16/14	6,226.95
91956	02/11/2014	03985	KAREN WACHAL	REIMB FOR MILEAGE 9/27 - 12/31	71.19
	02/11/2014	03985	KAREN WACHAL	REIMB FOR MILEAGE 1/1 - 2/6	23.52
91957	02/15/2014	03738	CHARLES E. BETHEL	ATTORNEY SRVS FEES/RENT - MARCH	6,625.00
					347,573.05

52 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/3/2014	MN State Treasurer	Drivers License/Deputy Registrar	30,256.02
2/3/2014	US Bank Merchant Services	Credit Card Billing fee	127.94
2/3/2014	US Bank	Debt Service payments	150,000.00
2/3/2014	U.S. Treasurer	Federal Payroll Tax	108,860.00
2/3/2014	P.E.R.A.	P.E.R.A.	96,281.40
2/3/2014	ICMA (Vantagepointe)	Retiree Health Savings	31,371.23
2/4/2014	MN State Treasurer	Drivers License/Deputy Registrar	31,241.25
2/4/2014	MidAmerica - ING	HRA Flex plan	14,206.13
2/4/2014	Labor Unions	Union Dues	5,535.90
2/4/2014	MN State Treasurer	State Payroll Tax	22,601.09
2/5/2014	MN State Treasurer	Drivers License/Deputy Registrar	35,631.90
2/6/2014	MN State Treasurer	Drivers License/Deputy Registrar	45,941.11
2/7/2014	MN State Treasurer	Drivers License/Deputy Registrar	59,243.68
2/7/2014	MN Dept of Natural Resources	DNR electronic licenses	1,037.50
2/7/2014	Optum Health	DCRP & Flex plan payments	3,903.36
			636,238.51

Check Register
City of Maplewood

02/13/2014

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
91958	02/12/2014	02464	US BANK	FUNDS FOR ATM	10,000.00
91959	02/18/2014	00120	AQUA LOGIC INC	POOL CHEMICALS	929.24
91960	02/18/2014	05114	BOLTON & MENK, INC.	PROF SRVS 11/23 - 1/3 LIVING STREETS	1,984.50
91961	02/18/2014	02149	HEIDI CAREY	UPDATING TRASH & YARD WASTE FLYER	325.00
91962	02/18/2014	00451	EGAN COMPANIES INC	REPAIR STATION 3 HEATING SYS	669.03
91963	02/18/2014	05028	ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-FEB	397.00
	02/18/2014	05028	ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - FEB	369.00
91964	02/18/2014	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES - JANUARY	40.00
91965	02/18/2014	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - JAN	145.00
91966	02/18/2014	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 12/30	11,107.46
91967	02/18/2014	05311	WILLIE MCCRAY	REFEREES FOR BASKETBALL - FEB	676.00
91968	02/18/2014	01160	NEWMAN TRAFFIC SIGNS	ALUMINUM BLANKS FOR SIGNS	754.80
91969	02/18/2014	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - JAN	458.64
91970	02/18/2014	01337	RAMSEY COUNTY-PROP REC & REV	FILING OF STREET VACATION	46.00
91971	02/18/2014	01409	S E H	PROJ 09-08 CONSULTANT SERVICES	1,595.23
	02/18/2014	01409	S E H	CONSULTANT SERVICES	1,035.29
	02/18/2014	01409	S E H	PROJ 11-19 CONSULTANT SERVICES	307.13
91972	02/18/2014	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - DECEMBER 16 - 31	676.00
91973	02/18/2014	01546	SUBURBAN SPORTSWEAR	AQUATIC & BLDG STAFF UNIFORM	696.50
91974	02/18/2014	04192	TRANS-MEDIC	EMS BILLING - JAN	3,642.02
91975	02/18/2014	01798	YOCUM OIL CO.	CONTRACT GASOLINE - JAN	15,393.50
	02/18/2014	01798	YOCUM OIL CO.	CONTRACT DIESEL FUEL - FEB	10,869.21
	02/18/2014	01798	YOCUM OIL CO.	CONTRACT GASOLINE - JAN	2,266.30
91976	02/18/2014	02347	10,000 LAKES CHAPTER	ICC MEMBERSHIP	150.00
91977	02/18/2014	04237	ASSOC OF MN BLDG OFFICIALS	AMBO MEMBERSHIP	400.00
91978	02/18/2014	05334	AUTO PLUS	INVENTORY SUPPLIES	245.85
	02/18/2014	05334	AUTO PLUS	INVENTORY SUPPLIES	15.10
91979	02/18/2014	01634	AUTONATION FORD	INVENTORY OF SUPPLIES	193.38
	02/18/2014	01634	AUTONATION FORD	INVENTORY OF SUPPLIES	175.15
91980	02/18/2014	04862	BRKW APPRAISALS, INC.	APPRAISAL - FROST & VAN DYKE	2,800.00
	02/18/2014	04862	BRKW APPRAISALS, INC.	APPRAISAL - FROST & VAN DYKE	2,000.00
91981	02/18/2014	04549	JAN ALICE CAMPBELL	ZUMBA INSTRUCTION - JANUARY	284.00
91982	02/18/2014	00036	CHARITABLE GAMBLING	HMONG AMERICAN ED/CHARITABLE GAMBLING	1,055.13
91983	02/18/2014	05203	DANCE & ENTERTAINMENT, LLC	BALLROOM DANCE INSTRUCTION	276.00
91984	02/18/2014	05193	JOHN BRIDGES DRISCOLL	SRVS AT NC JAN 29 - FEB 5	500.00
91985	02/18/2014	03725	FINANCE AND COMMERCE, INC.	PROJ 12-14 AD FOR BID	167.73
91986	02/18/2014	04032	FRESHWATER SOCIETY	TRAINING	625.00
91987	02/18/2014	04064	DEREK FRITZE	REIMB FOR TUITION & BOOKS	2,048.22
91988	02/18/2014	05313	GRAPHIC DESIGN, INC.	PD BUSINESS CARD PRINTS	143.00
91989	02/18/2014	04846	HEALTHEAST	MEDICAL SUPPLIES	780.89
91990	02/18/2014	02263	HILLCREST ANIMAL HOSPITAL PA	BOARDING & DESTRUCTION FEES - JAN	246.50
91991	02/18/2014	03978	KANE'S CATERING SERVICE, INC	TAX ON CATERING FOR FISH CREEK	29.26
91992	02/18/2014	00857	LEAGUE OF MINNESOTA CITIES	JOINT LEGISLATIVE CONFERENCE	198.00
	02/18/2014	00857	LEAGUE OF MINNESOTA CITIES	SAFETY TRAINING	100.00
91993	02/18/2014	04984	TIM LINDER	REIMB FOR FIREFIGHTER LICENSE	75.00
91994	02/18/2014	05329	M B F T E	FIREFIGHTER STATE LICENSE	75.00
91995	02/18/2014	01083	M D R A	DUES FOR DEPUTY #149	495.00
91996	02/18/2014	00942	MARSDEN BLDG MAINTENANCE CO	SEWER CLEAN UP 2506 BITTERSWEET LN	279.45
91997	02/18/2014	00986	METROPOLITAN COUNCIL	MONTHLY SAC - JANUARY	292,757.85
91998	02/18/2014	04373	MN NATIVE LANDSCAPES	BRUSH & SELECTED TREE REMOVAL	7,375.23
91999	02/18/2014	02909	NORTH AMERICAN SALT CO	TREATED SALT	11,282.82
	02/18/2014	02909	NORTH AMERICAN SALT CO	TREATED SALT	6,983.82
	02/18/2014	02909	NORTH AMERICAN SALT CO	TREATED SALT	6,878.96
92000	02/18/2014	01199	JEROME NOVAK	REIMB FOR FIREFIGHTER LICENSE	75.00
92001	02/18/2014	00001	ONE TIME VENDOR	REFUND E MCGEE BANQUET ROOM FEE	40.00
92002	02/18/2014	00001	ONE TIME VENDOR	REFUND R SPENCER BASKETBALL	35.00
92003	02/18/2014	00001	ONE TIME VENDOR	REFUND D SEIFORD KARATE	29.00
92004	02/18/2014	02903	PARK CONSTRUCTION CO	PROJ 09-09 PHASE 1 PMT#3 FINAL	15,347.75

92005	02/18/2014	04964	POINTS TO HEALTH LLC	ACUPUNCTURIST - JANUARY	165.00
92006	02/18/2014	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - JANUARY	72.72
92007	02/18/2014	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - FEB	100.00
92008	02/18/2014	00006	SILVER FIT	REFUND R O'CONNOR MEMBERSHIP/HP	227.50
92009	02/18/2014	00006	SILVER FIT	REFUND JOHNSON HP BENEFIT	80.00
92010	02/18/2014	00006	SILVER FIT	REFUND SEXTON HP BENEFIT	80.00
92011	02/18/2014	00006	SILVER FIT	REFUND ROTH HP BENEFIT	60.00
92012	02/18/2014	00006	SILVER FIT	REFUND J JOHANNESSEN HP BENEFIT	40.00
92013	02/18/2014	00006	SILVER FIT	REFUND R SIMTH HP BENEFIT	40.00
92014	02/18/2014	00006	SILVER FIT	REFUND E BERG BCBS BENEFIT	20.00
92015	02/18/2014	00006	SILVER FIT	REFUND D OSTERMAN HP BENEFIT	20.00
92016	02/18/2014	01823	ST CROIX RECREATION CO INC	TRAIN PLAY STRUCTURE-ROBINHOOD PARK	20,852.53
92017	02/18/2014	02705	DAVE SWAN	REIMB FOR MILEAGE 2/3 - 2/5	94.08
92018	02/18/2014	05287	TACTICAL SOLUTIONS	CERTIFICATIONS - DEPT RADAR UNITS	90.00
92019	02/18/2014	02092	TRENCHERS PLUS, INC	METAL LOCATOR FOR UTILITY	1,005.00
92020	02/18/2014	04357	UNIVERSAL HOSPITAL SRVS, INC.	REPAIR EMS EQUIP	283.50
92021	02/18/2014	05335	URBAN LAND INSTITUTE	MEMBERSHIP FEES	525.00
92022	02/18/2014	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - JAN	325.00
	02/18/2014	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - DEC	325.00
92023	02/18/2014	05220	WEBER, INC.	PROJ 09-09 BID PKG 5 PMT#2	149,207.34
92024	02/18/2014	01789	CITY OF WOODBURY	ANNUAL SEWER MAINT BILL	273.09
					592,431.70

67 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>
2/10/2014	MN State Treasurer	Drivers License/Deputy Registrar	19,104.81
2/11/2014	MN State Treasurer	Drivers License/Deputy Registrar	28,262.00
2/12/2014	MN State Treasurer	Drivers License/Deputy Registrar	90,953.38
2/13/2014	MN State Treasurer	Drivers License/Deputy Registrar	24,908.30
2/14/2014	MN State Treasurer	Drivers License/Deputy Registrar	50,650.02
2/14/2014	MN Dept of Natural Resources	DNR electronic licenses	1,124.00
2/14/2014	US Bank VISA One Card*	Purchasing card items	67,431.57
2/14/2014	Optum Health	DCRP & Flex plan payments	2,882.40
2/14/2014	ICMA (Vantagepointe)	Deferred Compensation	4,141.75
2/14/2014	ING - State Plan	Deferred Compensation	30,511.81
			319,970.04

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
01/27/2014	01/29/2014	UNIFORMS UNLIMITED INC.	\$63.97	PAUL BARTZ
01/30/2014	02/03/2014	KEEPRS INC 1	\$42.49	PAUL BARTZ
01/28/2014	01/30/2014	GOVERNMENT FINANCE OFFIC	\$380.00	GAYLE BAUMAN
01/28/2014	01/31/2014	PAKOR, INC.	\$443.06	REGAN BEGGS
01/29/2014	01/31/2014	OFFICE DEPOT #1090	\$25.27	REGAN BEGGS
01/29/2014	01/31/2014	OFFICE DEPOT #1090	\$31.29	REGAN BEGGS
02/05/2014	02/07/2014	WIRELESS ZONE #662	(\$24.10)	STANLEY BELDE
02/04/2014	02/06/2014	UNIFORMS UNLIMITED INC.	\$40.00	MARKESE BENJAMIN
12/11/2013	01/31/2014	WP-SCOACH ETICKET	\$164.65	BRIAN BIERDEMAN
12/11/2013	01/31/2014	WP-SCOACH ETICKET	\$148.28	BRIAN BIERDEMAN
12/11/2013	01/31/2014	WP-SCOACH ETICKET	\$50.08	BRIAN BIERDEMAN
01/28/2014	01/30/2014	KEEPRS INC 2	\$343.32	BRIAN BIERDEMAN
01/25/2014	01/27/2014	WALGREENS #3122	\$6.95	OAKLEY BIESANZ
01/27/2014	01/28/2014	JAS TOWNSEND AND SONS INC	\$21.25	
01/27/2014	01/28/2014	SUNNY SPORTS	\$199.05	OAKLEY BIESANZ
01/28/2014	01/29/2014	TWIN CITIES MAGIC & COST	\$23.54	OAKLEY BIESANZ
01/29/2014	01/30/2014	WWW.THESPORTSAUTHORITY.COM	\$749.50	OAKLEY BIESANZ
01/28/2014	01/30/2014	FLAGHOUSE INC	\$163.09	NEIL BRENEMAN
02/06/2014	02/07/2014	TARGET 00011858	\$13.93	NEIL BRENEMAN
01/27/2014	01/28/2014	PANERA BREAD #1305	\$188.00	SARAH BURLINGAME
01/31/2014	02/03/2014	OFFICE DEPOT #1090	\$66.24	SARAH BURLINGAME
02/01/2014	02/03/2014	OFFICE DEPOT #1090	\$1.38	SARAH BURLINGAME
02/01/2014	02/03/2014	FIRST SHRED	\$204.00	SARAH BURLINGAME
01/28/2014	01/30/2014	BROWNELLS INC	\$232.20	DAN BUSACK
01/29/2014	01/30/2014	EMERGENCY AUTOMOTIVE	\$121.50	JOHN CAPISTRANT
01/31/2014	02/03/2014	EMERGENCY AUTOMOTIVE	\$106.40	JOHN CAPISTRANT
02/04/2014	02/06/2014	UNIFORMS UNLIMITED INC.	\$122.50	JOHN CARNES
01/23/2014	01/27/2014	MENARDS 3022	\$21.41	SCOTT CHRISTENSON
01/24/2014	01/27/2014	THE HOME DEPOT 2801	\$2.90	SCOTT CHRISTENSON
01/27/2014	01/28/2014	TWIN CITY FILTER SERVICE	\$167.08	SCOTT CHRISTENSON
01/28/2014	01/29/2014	STATE SUPPLY	\$65.11	SCOTT CHRISTENSON
01/31/2014	02/03/2014	VIKING ELECTRIC-CREDIT DE	\$86.25	SCOTT CHRISTENSON
02/06/2014	02/07/2014	NU CPS REGISTRATION	\$3,800.00	KERRY CROTTY
01/23/2014	01/27/2014	NORTHERN TOOL EQUIP-MN	(\$10.70)	CHARLES DEAVER
01/23/2014	01/27/2014	NORTHERN TOOL EQUIP-MN	\$10.70	CHARLES DEAVER
01/29/2014	01/31/2014	SUPERAMERICA 4848	\$3.29	CHARLES DEAVER
02/04/2014	02/06/2014	UNIFORMS UNLIMITED INC.	\$6.75	JOSEPH DEMULLING
02/03/2014	02/05/2014	COMO PARK ANIMAL HOSPITAL	\$115.61	RICHARD DOBLAR
01/23/2014	01/27/2014	MENARDS 3059	\$102.71	TOM DOUGLASS
01/27/2014	01/29/2014	THE HOME DEPOT 2801	\$108.52	TOM DOUGLASS
01/27/2014	01/29/2014	COMMERCIAL POOL & SPA SUP	\$1,140.85	TOM DOUGLASS
01/29/2014	01/30/2014	AUTOZONE3948	\$12.84	TOM DOUGLASS
01/30/2014	02/03/2014	THE TRANE COMPANY	\$739.80	TOM DOUGLASS
02/03/2014	02/04/2014	WW GRAINGER	\$75.48	TOM DOUGLASS
02/06/2014	02/07/2014	NUCO2 01 OF 01	\$153.36	TOM DOUGLASS
02/06/2014	02/07/2014	NUCO2 01 OF 01	\$175.99	TOM DOUGLASS
02/06/2014	02/07/2014	NUCO2 01 OF 01	\$296.83	TOM DOUGLASS
02/06/2014	02/07/2014	NUCO2 01 OF 01	\$210.26	TOM DOUGLASS
02/06/2014	02/07/2014	US PLASTICS/NEATLY SMART	\$147.58	TOM DOUGLASS
12/07/2013	02/03/2014	WP-SCOACH ETICKET	\$64.98	MICHAEL DUGAS
12/08/2013	02/03/2014	WP-SCOACH ETICKET	\$125.37	MICHAEL DUGAS
01/30/2014	02/03/2014	KEEPRS INC 1	\$59.27	MICHAEL DUGAS
01/27/2014	01/28/2014	U OF M CCE NONCREDIT	\$50.00	ANDREW ENGSTROM
01/28/2014	01/29/2014	U OF M CCE NONCREDIT	\$50.00	ANDREW ENGSTROM
01/29/2014	01/30/2014	BEST BUY MHT 00000109	\$39.99	PAUL E EVERSON
01/30/2014	02/03/2014	MARSDEN BLDG MAINTENANCE	\$1,963.29	LARRY FARR
01/30/2014	02/03/2014	ADAM S PEST CONTROL INC	\$254.95	LARRY FARR
01/30/2014	02/03/2014	ADAM S PEST CONTROL INC	\$647.25	LARRY FARR
01/30/2014	02/03/2014	ADAM S PEST CONTROL INC	\$207.61	LARRY FARR
01/31/2014	02/03/2014	DISPLAYS2GOCOM	\$699.01	LARRY FARR

02/01/2014	02/03/2014	SAVERS 1175	\$5.35	LARRY FARR
02/05/2014	02/06/2014	WM EZPAY	\$385.67	LARRY FARR
02/06/2014	02/07/2014	SCHINDLER ELEVATOR CORP	\$654.63	LARRY FARR
02/06/2014	02/07/2014	TARGET 00006197	\$89.94	LARRY FARR
01/29/2014	01/30/2014	AT&T*BILL PAYMENT	\$63.76	MYCHAL FOWLDS
01/29/2014	01/31/2014	MANAGERPLUS	\$898.00	MYCHAL FOWLDS
01/29/2014	01/31/2014	IMAGING PATH	\$4,607.45	MYCHAL FOWLDS
01/29/2014	02/03/2014	GHG CORPORATION	\$2,000.00	MYCHAL FOWLDS
02/04/2014	02/06/2014	PAYFLOW/PAYPAL	\$59.95	MYCHAL FOWLDS
01/25/2014	01/27/2014	AMAZON.COM	\$37.99	NICK FRANZEN
01/28/2014	01/29/2014	HP DIRECT-PUBLICSECTOR	\$1,514.75	NICK FRANZEN
01/28/2014	01/29/2014	HP DIRECT-PUBLICSECTOR	\$825.90	NICK FRANZEN
01/28/2014	01/29/2014	HP DIRECT-PUBLICSECTOR	\$1,259.48	NICK FRANZEN
01/29/2014	01/30/2014	CDW GOVERNMENT	\$177.85	NICK FRANZEN
01/31/2014	02/03/2014	IDU*INSIGHT PUBLIC SEC	\$90.42	NICK FRANZEN
02/05/2014	02/06/2014	HP DIRECT-PUBLICSECTOR	\$3,722.65	NICK FRANZEN
02/06/2014	02/07/2014	BESTBUY.COM 00009944	\$32.13	NICK FRANZEN
02/03/2014	02/04/2014	BATTERIES PLUS #31	\$24.17	CLARENCE GERVAIS
01/29/2014	01/31/2014	OFFICE DEPOT #1090	\$27.98	JEAN GLASS
02/05/2014	02/06/2014	OFFICE DEPOT #1090	\$29.98	JEAN GLASS
01/28/2014	01/29/2014	BLUE RIBBON BAIT & TACKLE	\$11.22	JAN GREW HAYMAN
01/28/2014	01/29/2014	RAINBOW FOODS 00088526	\$20.57	JAN GREW HAYMAN
01/28/2014	01/29/2014	RAINBOW FOODS 00088526	\$34.95	JAN GREW HAYMAN
01/24/2014	01/27/2014	HENRIKSEN ACE HARDWARE	\$12.99	MILES HAMRE
02/04/2014	02/05/2014	HENRIKSEN ACE HARDWARE	\$20.47	TAMARA HAYS
02/04/2014	02/06/2014	UNIFORMS UNLIMITED INC.	\$25.20	PHENG HER
01/29/2014	01/31/2014	KEEPRS INC 1	\$200.00	STEVEN HIEBERT
01/29/2014	01/30/2014	HENRIKSEN ACE HARDWARE	\$5.28	GARY HINNENKAMP
01/24/2014	01/27/2014	FITNESS WHOLESALE	\$72.54	RON HORWATH
01/24/2014	01/27/2014	REPLACE REM	\$46.16	RON HORWATH
01/29/2014	01/29/2014	THE LIFEGUARD STORE IN	\$171.54	RON HORWATH
01/30/2014	01/31/2014	ARC*SERVICES/TRAINING	\$76.00	RON HORWATH
01/30/2014	01/31/2014	ARC*SERVICES/TRAINING	\$70.00	RON HORWATH
01/31/2014	02/03/2014	PCI*PATTERSON MEDICAL	\$208.19	RON HORWATH
02/01/2014	02/03/2014	WEDDINGPAGES INC	\$319.50	RON HORWATH
02/04/2014	02/06/2014	DOLRTREE 3150 00031500	\$37.49	RON HORWATH
02/04/2014	02/06/2014	OFFICE MAX	\$10.72	RON HORWATH
01/24/2014	01/27/2014	NAS*AUDUBON MEMBERSHIP	\$50.00	ANN HUTCHINSON
02/06/2014	02/07/2014	DLX FOR BUSINESS	\$165.49	MARY JACKSON
02/04/2014	02/05/2014	ARMCOM DISTRBUTING CO	\$113.34	DAVID JAHN
01/30/2014	02/03/2014	KEEPRS INC 1	\$35.99	KEVIN JOHNSON
01/31/2014	02/03/2014	HENRIKSEN ACE HARDWARE	\$26.44	TOM KALKA
01/24/2014	01/27/2014	BEST BUY MHT 00000109	\$69.60	JASON KREGER
01/28/2014	01/29/2014	BEST BUY MHT 00000109	\$96.40	JASON KREGER
01/28/2014	01/30/2014	THE HOME DEPOT 2801	\$31.02	JASON KREGER
01/31/2014	02/03/2014	HP HOME STORE	\$64.26	JASON KREGER
02/06/2014	02/07/2014	COMPULINK MANAGEMENT CEN	\$100.00	JASON KREGER
01/28/2014	01/30/2014	WIRELESS ZONE #662	\$64.24	NICHOLAS KREKELER
02/03/2014	02/04/2014	TARGET 00011858	\$2.51	NICHOLAS KREKELER
01/28/2014	01/29/2014	HE MEDICAL TRANSPORT	\$381.35	DAVID KVAM
01/28/2014	01/29/2014	HE MEDICAL TRANSPORT	\$2,970.70	DAVID KVAM
01/29/2014	01/30/2014	PAYPAL *MINNESOTACH	\$355.00	DAVID KVAM
01/29/2014	01/30/2014	UNIFORMS UNLIMITED INC.	\$1,078.49	DAVID KVAM
01/30/2014	01/31/2014	STREICHER'S MO	\$2,981.98	DAVID KVAM
02/02/2014	02/03/2014	COMCAST CABLE COMM	\$70.60	DAVID KVAM
02/06/2014	02/07/2014	HE MEDICAL TRANSPORT	\$788.48	DAVID KVAM
02/06/2014	02/07/2014	THOMSON WEST*TCD	\$306.10	DAVID KVAM
01/31/2014	02/03/2014	UNIFORMS UNLIMITED INC.	\$16.99	TODD LANGNER
01/28/2014	01/29/2014	ARM OF MINNESOTA	\$400.00	RANDY LINDBLOM
01/28/2014	01/29/2014	ARM OF MINNESOTA	\$200.00	RANDY LINDBLOM
02/01/2014	02/03/2014	AMAZON MKTPLACE PMTS	\$42.49	JOHNNIE LU

02/02/2014	02/03/2014	AMAZON MKTPLACE PMTS	\$8.09	JOHNNIE LU
01/30/2014	01/31/2014	CORPORATE MARK INC.	\$331.00	STEVE LUKIN
01/30/2014	01/31/2014	PEN*FDIC/FIRE ENGINEER	\$75.00	STEVE LUKIN
01/30/2014	01/31/2014	MENARDS 3059	\$39.98	STEVE LUKIN
01/31/2014	01/31/2014	AIRGASS NORTH	\$135.66	STEVE LUKIN
01/31/2014	02/03/2014	OVERHEAD DOOR COMP	\$510.00	STEVE LUKIN
01/31/2014	02/03/2014	EMERGENCY APPARATUS MAINT	\$2,092.78	STEVE LUKIN
01/31/2014	02/03/2014	EMERGENCY APPARATUS MAINT	\$1,770.66	STEVE LUKIN
02/04/2014	02/05/2014	ASPEN MILLS INC.	\$84.90	STEVE LUKIN
01/30/2014	02/03/2014	KEEPRS INC 1	\$233.28	GLEN MCCARTY
01/30/2014	02/03/2014	KEEPRS INC 1	\$233.28	GLEN MCCARTY
01/23/2014	01/27/2014	BROADWAY RENTAL	(\$19.86)	SASHA MEYER
01/23/2014	01/27/2014	BROADWAY RENTAL	(\$19.86)	SASHA MEYER
01/23/2014	01/27/2014	BROADWAY RENTAL	\$19.86	SASHA MEYER
01/24/2014	01/27/2014	PAYPAL *ESABA	\$10.00	SASHA MEYER
02/01/2014	02/03/2014	WELCOME WAGON	\$138.00	SASHA MEYER
02/05/2014	02/06/2014	HEJNY RENTAL INC	\$1,002.75	SASHA MEYER
01/23/2014	01/27/2014	BOUND TREE MEDICAL LLC	\$199.00	MICHAEL MONDOR
01/23/2014	01/27/2014	HEALTH CARE LOGISTICS	\$50.49	MICHAEL MONDOR
01/24/2014	01/27/2014	BOUND TREE MEDICAL LLC	\$167.93	MICHAEL MONDOR
01/29/2014	01/31/2014	BOUND TREE MEDICAL LLC	\$186.83	MICHAEL MONDOR
01/31/2014	02/03/2014	MED ALLIANCE GROUP INC	\$515.34	MICHAEL MONDOR
02/03/2014	02/05/2014	BOUND TREE MEDICAL LLC	\$210.00	MICHAEL MONDOR
02/05/2014	02/06/2014	NATL. REGISTRY OF EMTS	\$160.00	MICHAEL MONDOR
02/06/2014	02/07/2014	ELITE PRODUCTS CORPORATI	\$200.00	MICHAEL MONDOR
01/30/2014	02/03/2014	KEEPRS INC 1	\$200.00	MICHAEL NYE
02/03/2014	02/04/2014	RED ROOF INN FRESNO	\$61.01	JORDAN ORE
02/04/2014	02/05/2014	RED ROOF INN FRESNO	\$47.45	JORDAN ORE
01/23/2014	01/27/2014	OFFICE DEPOT #1090	\$29.86	MARY KAY PALANK
01/28/2014	01/30/2014	OFFICE DEPOT #1090	\$26.65	MARY KAY PALANK
01/30/2014	02/03/2014	OFFICE DEPOT #1090	\$28.38	MARY KAY PALANK
01/30/2014	02/03/2014	OFFICE DEPOT #1090	\$27.34	MARY KAY PALANK
02/04/2014	02/06/2014	UNIFORMS UNLIMITED INC.	\$364.75	JAMES PARKER
01/24/2014	01/27/2014	BEST BUY MHT 00000109	\$29.99	ROBERT PETERSON
01/24/2014	01/27/2014	MENARDS 3059	\$25.74	ROBERT PETERSON
01/20/2014	01/27/2014	GENERATOR SPECIALTY CO	\$179.50	STEVEN PRIEM
01/24/2014	01/27/2014	AN FORD WHITE BEAR LAK	(\$80.91)	STEVEN PRIEM
01/24/2014	01/27/2014	TRI-STATE BOBCAT	\$26.18	STEVEN PRIEM
01/24/2014	01/27/2014	AN FORD WHITE BEAR LAK	\$548.24	STEVEN PRIEM
01/24/2014	01/27/2014	AN FORD WHITE BEAR LAK	\$19.22	STEVEN PRIEM
01/24/2014	01/27/2014	AMERICAN FASTENER AND SUP	\$158.55	STEVEN PRIEM
01/24/2014	01/27/2014	FORCE AMERICA DISTRIB LLC	\$1,261.40	STEVEN PRIEM
01/24/2014	01/27/2014	FORCE AMERICA DISTRIB LLC	\$70.68	STEVEN PRIEM
01/24/2014	01/27/2014	FORCE AMERICA DISTRIB LLC	\$204.55	STEVEN PRIEM
01/24/2014	01/27/2014	LITTLE FALLS MACHINE INC	\$188.12	STEVEN PRIEM
01/24/2014	01/27/2014	LITTLE FALLS MACHINE INC	\$1,824.52	STEVEN PRIEM
01/27/2014	01/28/2014	FACTORY MTR PTS #1	\$292.17	STEVEN PRIEM
01/28/2014	01/29/2014	TRUCK UTILITIES INC ST PA	\$185.73	STEVEN PRIEM
01/28/2014	01/30/2014	TRI-STATE BOBCAT	\$41.55	STEVEN PRIEM
01/29/2014	01/30/2014	FASTENAL COMPANY01	\$12.38	STEVEN PRIEM
01/29/2014	01/30/2014	AUTO PLUS LITTLE CANADA	\$51.38	STEVEN PRIEM
01/29/2014	01/30/2014	AUTO PLUS LITTLE CANADA	\$53.38	STEVEN PRIEM
01/29/2014	01/31/2014	TRI-STATE BOBCAT	\$105.02	STEVEN PRIEM
01/30/2014	01/31/2014	AUTO PLUS LITTLE CANADA	\$86.97	STEVEN PRIEM
01/31/2014	02/03/2014	AN FORD WHITE BEAR LAK	\$84.11	STEVEN PRIEM
01/31/2014	02/03/2014	BAUER BUILT TIRE 18	\$790.50	STEVEN PRIEM
02/03/2014	02/04/2014	AUTO PLUS LITTLE CANADA	\$124.19	STEVEN PRIEM
02/03/2014	02/04/2014	AUTO PLUS LITTLE CANADA	\$34.02	STEVEN PRIEM
02/03/2014	02/04/2014	LITTLE FALLS MACHINE INC	\$1,919.52	STEVEN PRIEM
02/04/2014	02/05/2014	AUTO PLUS LITTLE CANADA	\$12.80	STEVEN PRIEM
02/04/2014	02/05/2014	BAUER BUILT TIRE 18	\$564.86	STEVEN PRIEM

02/04/2014	02/06/2014	FRONTIER INC	\$223.00	STEVEN PRIEM
02/04/2014	02/06/2014	FRONTIER INC	\$7.34	STEVEN PRIEM
02/04/2014	02/06/2014	DELMEDICO MACHINE SHOP	\$53.57	STEVEN PRIEM
02/04/2014	02/06/2014	WHEELCO BRAKE & SUPPLY	\$119.90	STEVEN PRIEM
02/04/2014	02/06/2014	EMERGENCY AUTOMOTIVE	\$299.00	STEVEN PRIEM
02/05/2014	02/06/2014	AUTO PLUS LITTLE CANADA	\$38.82	STEVEN PRIEM
02/05/2014	02/06/2014	AUTO PLUS LITTLE CANADA	\$277.07	STEVEN PRIEM
02/05/2014	02/06/2014	AUTO PLUS LITTLE CANADA	\$81.40	STEVEN PRIEM
02/05/2014	02/06/2014	TRUCK UTILITIES INC ST PA	\$60.07	STEVEN PRIEM
02/06/2014	02/07/2014	ASPEN EQUIPMENT-BLOOMIN	(\$1,313.80)	STEVEN PRIEM
01/29/2014	01/30/2014	EXCEL DRYER INC	\$45.00	KELLY PRINS
01/29/2014	01/31/2014	THE HOME DEPOT 2801	\$40.46	KELLY PRINS
01/30/2014	02/03/2014	WALLY S UPHOLS80110026	\$885.21	KELLY PRINS
02/03/2014	02/04/2014	API SUPPLY INC	\$241.04	KELLY PRINS
02/03/2014	02/05/2014	THE HOME DEPOT 2801	\$34.17	KELLY PRINS
02/04/2014	02/06/2014	HOMEDEPOT.COM	\$146.28	KELLY PRINS
02/05/2014	02/07/2014	HAFELE AMERICA CO	\$671.32	KELLY PRINS
02/05/2014	02/07/2014	HAFELE AMERICA CO	\$28.92	KELLY PRINS
02/05/2014	02/07/2014	WEBER AND TROSETH INC	\$90.00	KELLY PRINS
01/24/2014	01/27/2014	DALCO ENTERPRISES, INC	\$721.80	MICHAEL REILLY
02/04/2014	02/06/2014	SCW FITNESS EDUCATION	\$270.00	LORI RESENDIZ
01/29/2014	01/31/2014	OFFICE DEPOT #1090	\$107.57	AUDRA ROBBINS
01/29/2014	01/31/2014	OFFICE DEPOT #1090	\$46.18	AUDRA ROBBINS
01/29/2014	01/31/2014	OFFICE DEPOT #1079	\$37.44	AUDRA ROBBINS
02/05/2014	02/06/2014	OFFICE DEPOT #1090	\$400.65	AUDRA ROBBINS
02/03/2014	02/04/2014	FASTENAL COMPANY01	\$85.66	ROBERT RUNNING
02/03/2014	02/05/2014	SEARS ROEBUCK 1122	\$72.82	ROBERT RUNNING
02/03/2014	02/05/2014	THE HOME DEPOT 2801	\$33.59	ROBERT RUNNING
02/05/2014	02/06/2014	FEDEX 448173110006487	\$10.06	ROBERT RUNNING
02/06/2014	02/06/2014	T-MOBILE.COM*PAYMENT	\$32.23	DEB SCHMIDT
01/31/2014	02/03/2014	NATIONAL NIGHT OUT	\$35.00	PAUL SCHNELL
01/28/2014	01/30/2014	USA MOBILITY WIRELE	\$16.10	SCOTT SCHULTZ
02/04/2014	02/05/2014	MN RECREATION AND PARK A	\$655.00	SCOTT SCHULTZ
02/04/2014	02/05/2014	MN RECREATION AND PARK A	\$655.00	SCOTT SCHULTZ
01/24/2014	01/27/2014	A-1 LAUNDRY	\$25.71	CAITLIN SHERRILL
01/27/2014	01/29/2014	ANDON BALLOONS INC -	\$41.86	CAITLIN SHERRILL
01/30/2014	01/31/2014	VALU THRIFT 5106	\$8.58	CAITLIN SHERRILL
01/30/2014	02/03/2014	KEEPRS INC 1	\$26.99	MICHAEL SHORTREED
01/29/2014	01/31/2014	OFFICE DEPOT #1090	\$56.09	ANDREA SINDT
02/05/2014	02/07/2014	GTC UNITED WAY	\$330.00	ANDREA SINDT
01/29/2014	01/30/2014	FIST	\$55.70	JOSEPH STEINER
01/27/2014	01/28/2014	AMAZON MKTPLACE PMTS	\$26.47	BRIAN TAUZELL
02/03/2014	02/04/2014	AMAZON MKTPLACE PMTS	(\$14.95)	BRIAN TAUZELL
01/27/2014	01/29/2014	STRAUSS SKATES AND BIC	(\$180.00)	JAMES TAYLOR
01/30/2014	01/31/2014	KOHL'S #0052	\$69.99	PAUL THIENES
01/27/2014	01/29/2014	HOMEGOODS #364	\$57.83	SUSAN ZWIEG

\$67,431.57

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	02/14/14	ABRAMS, MARYLEE	448.23
	02/14/14	CARDINAL, ROBERT	448.23
	02/14/14	JUENEMANN, KATHLEEN	448.23
	02/14/14	KOPPEN, MARVIN	448.23
	02/14/14	SLAWIK, NORA	509.26
	02/14/14	STRAUTMANIS, MARIS	122.00
	02/14/14	VALLE, EDWARD	50.00
	02/14/14	AHL, R. CHARLES	5,959.42
	02/14/14	BURLINGAME, SARAH	2,244.52
	02/14/14	COLEMAN, MELINDA	5,213.95
	02/14/14	KANTRUD, HUGH	184.62
	02/14/14	CHRISTENSON, SCOTT	2,020.19
	02/14/14	FARR, LARRY	3,353.56
	02/14/14	JAHN, DAVID	2,201.75
	02/14/14	METRY, THOMAS	270.00
	02/14/14	RAMEAUX, THERESE	3,192.51
	02/14/14	BAUMAN, GAYLE	4,893.93
	02/14/14	ANDERSON, CAROLE	2,765.77
	02/14/14	DEBILZAN, JUDY	1,412.96
	02/14/14	JACKSON, MARY	2,219.29
	02/14/14	KELSEY, CONNIE	2,705.98
	02/14/14	RUEB, JOSEPH	3,394.52
	02/14/14	SINDT, ANDREA	2,284.20
	02/14/14	ARNOLD, AJLA	1,130.04
	02/14/14	BEGGS, REGAN	1,640.20
	02/14/14	GUILFOILE, KAREN	4,742.41
	02/14/14	SCHMIDT, DEBORAH	3,158.62
	02/14/14	SPANGLER, EDNA	1,190.51
	02/14/14	LARSON, MICHELLE	1,947.39
	02/14/14	MECHELKE, SHERRIE	1,190.51
	02/14/14	MOY, PAMELA	1,587.35
	02/14/14	OSTER, ANDREA	1,991.11
	02/14/14	RICHTER, CHARLENE	907.23
	02/14/14	SCHOENECKER, LEIGH	1,803.39
	02/14/14	VITT, SANDRA	984.11
	02/14/14	WEAVER, KRISTINE	2,459.39
	02/14/14	CORCORAN, THERESA	1,984.19
	02/14/14	KVAM, DAVID	4,390.70
	02/14/14	PALANK, MARY	1,988.80
	02/14/14	POWELL, PHILIP	3,058.49
	02/14/14	SCHNELL, PAUL	4,840.36
	02/14/14	SVENDSEN, JOANNE	2,194.22
	02/14/14	THOMFORDE, FAITH	1,640.20

02/14/14	ABEL, CLINT	3,066.44
02/14/14	ALDRIDGE, MARK	4,102.12
02/14/14	BAKKE, LONN	3,289.96
02/14/14	BARTZ, PAUL	3,855.69
02/14/14	BELDE, STANLEY	3,122.54
02/14/14	BENJAMIN, MARKESE	3,242.21
02/14/14	BIERDEMAN, BRIAN	3,982.57
02/14/14	BUSACK, DANIEL	3,791.90
02/14/14	CARNES, JOHN	2,283.00
02/14/14	CROTTY, KERRY	3,757.61
02/14/14	DEMULLING, JOSEPH	3,621.89
02/14/14	DOBLAR, RICHARD	4,177.08
02/14/14	DUGAS, MICHAEL	4,381.23
02/14/14	ERICKSON, VIRGINIA	3,318.01
02/14/14	FORSYTHE, MARCUS	3,076.49
02/14/14	FRITZE, DEREK	3,445.79
02/14/14	GABRIEL, ANTHONY	3,503.62
02/14/14	HAWKINSON JR, TIMOTHY	3,649.01
02/14/14	HER, PHENG	3,124.69
02/14/14	HIEBERT, STEVEN	3,208.94
02/14/14	HOEMKE, MICHAEL	2,003.97
02/14/14	JOHNSON, KEVIN	4,973.87
02/14/14	KALKA, THOMAS	982.09
02/14/14	KONG, TOMMY	3,066.44
02/14/14	KREKELER, NICHOLAS	937.60
02/14/14	KROLL, BRETT	3,122.99
02/14/14	LANGNER, SCOTT	3,228.28
02/14/14	LANGNER, TODD	3,523.66
02/14/14	LU, JOHNNIE	3,066.44
02/14/14	LYNCH, KATHERINE	2,841.05
02/14/14	MARINO, JASON	4,084.34
02/14/14	MARTIN, JERROLD	3,385.61
02/14/14	MCCARTY, GLEN	3,228.28
02/14/14	METRY, ALESIA	3,684.81
02/14/14	MICHELETTI, BRIAN	2,214.72
02/14/14	MULVIHILL, MARIA	2,003.97
02/14/14	NYE, MICHAEL	3,483.98
02/14/14	OLDING, PARKER	2,003.97
02/14/14	OLSON, JULIE	3,066.44
02/14/14	PARKER, JAMES	2,841.05
02/14/14	REZNY, BRADLEY	3,765.78
02/14/14	RHUDE, MATTHEW	235.41
02/14/14	SCHOEN, ZACHARY	2,037.67
02/14/14	SHORTREED, MICHAEL	4,266.68
02/14/14	SLATER, BENJAMIN	2,003.97
02/14/14	STEINER, JOSEPH	3,559.01
02/14/14	SYPNIEWSKI, WILLIAM	3,780.59
02/14/14	TAUZELL, BRIAN	2,943.89
02/14/14	THEISEN, PAUL	3,699.25
02/14/14	THIENES, PAUL	4,273.56
02/14/14	WENZEL, JAY	3,207.82
02/14/14	XIONG, KAO	3,066.44

02/14/14	ANDERSON, BRIAN	264.82
02/14/14	BAHL, DAVID	647.25
02/14/14	BASSETT, BRENT	580.08
02/14/14	BAUMAN, ANDREW	3,004.63
02/14/14	BOURQUIN, RON	924.58
02/14/14	CAPISTRANT, JOHN	1,015.03
02/14/14	CONCHA, DANIEL	1,131.76
02/14/14	COREY, ROBERT	327.89
02/14/14	CRAWFORD - JR, RAYMOND	2,543.25
02/14/14	CRUMMY, CHARLES	340.48
02/14/14	DABRUZZI, THOMAS	3,264.01
02/14/14	DAWSON, RICHARD	3,264.43
02/14/14	EATON, PAUL	277.44
02/14/14	EVERSON, PAUL	3,545.10
02/14/14	FASULO, WALTER	423.50
02/14/14	HAGEN, MICHAEL	390.93
02/14/14	HALE, JOSEPH	558.98
02/14/14	HALWEG, JODI	3,004.34
02/14/14	HAWTHORNE, ROCHELLE	2,685.47
02/14/14	HUTCHINSON, JAMES	1,548.25
02/14/14	IMM, TRACY	277.42
02/14/14	JANSEN, CHAD	353.10
02/14/14	JONES, JONATHAN	151.32
02/14/14	KANE, ROBERT	1,165.77
02/14/14	KARRAS, JAMIE	564.30
02/14/14	KELLOGG, JOHNATHAN	394.07
02/14/14	KERSKA, JOSEPH	504.41
02/14/14	KONDER, RONALD	349.92
02/14/14	KUBAT, ERIC	3,091.06
02/14/14	LINDER, TIMOTHY	3,058.56
02/14/14	LOCHEN, MICHAEL	567.36
02/14/14	MILLER, LADD	125.05
02/14/14	MILLER, NICHOLAS	602.15
02/14/14	MONDOR, MICHAEL	3,570.80
02/14/14	MONSON, PETER	362.55
02/14/14	MORGAN, JEFFERY	245.89
02/14/14	NEILY, STEVEN	412.98
02/14/14	NIELSEN, KENNETH	720.81
02/14/14	NOVAK, JEROME	3,233.49
02/14/14	NOWICKI, PAUL	948.94
02/14/14	OLSON, JAMES	3,031.02
02/14/14	OPHEIM, JOHN	507.51
02/14/14	PACHECO, ALPHONSE	517.01
02/14/14	PARROW, JOSHUA	100.88
02/14/14	PETERSON, MARK	595.78
02/14/14	PETERSON, ROBERT	3,369.57
02/14/14	POWERS, KENNETH	652.58
02/14/14	RAINEY, JAMES	882.71
02/14/14	RANK, PAUL	611.61
02/14/14	RICE, CHRISTOPHER	1,044.44
02/14/14	RIEKEN, NICHOLAS	75.67
02/14/14	RODRIGUEZ, ROBERTO	264.82

02/14/14	SEDLACEK, JEFFREY	3,066.28
02/14/14	STREFF, MICHAEL	3,324.78
02/14/14	SVENDSEN, RONALD	3,722.19
02/14/14	WHITE, JOEL	214.20
02/14/14	GERVAIS-JR, CLARENCE	4,157.26
02/14/14	LUKIN, STEVEN	4,815.66
02/14/14	ZWIEG, SUSAN	1,780.45
02/14/14	CORTESI, LUANNE	1,434.00
02/14/14	KNUTSON, LOIS	2,266.59
02/14/14	BRINK, TROY	3,141.86
02/14/14	BUCKLEY, BRENT	3,078.35
02/14/14	DEBILZAN, THOMAS	2,748.51
02/14/14	EDGE, DOUGLAS	2,863.82
02/14/14	JONES, DONALD	3,075.35
02/14/14	MEISSNER, BRENT	2,639.52
02/14/14	NAGEL, BRYAN	3,702.80
02/14/14	OSWALD, ERICK	3,099.85
02/14/14	RUIZ, RICARDO	1,837.52
02/14/14	RUNNING, ROBERT	3,299.72
02/14/14	TEVLIN, TODD	2,518.36
02/14/14	BURLINGAME, NATHAN	3,085.97
02/14/14	DUCHARME, JOHN	2,859.20
02/14/14	ENGSTROM, ANDREW	3,005.19
02/14/14	JAROSCH, JONATHAN	3,692.71
02/14/14	LINDBLOM, RANDAL	2,861.53
02/14/14	LOVE, STEVEN	3,852.46
02/14/14	THOMPSON, MICHAEL	4,821.90
02/14/14	ZIEMAN, SCOTT	136.00
02/14/14	JANASZAK, MEGHAN	1,720.19
02/14/14	KONEWKO, DUWAYNE	4,803.18
02/14/14	HAMRE, MILES	1,805.23
02/14/14	HAYS, TAMARA	1,948.46
02/14/14	HINNENKAMP, GARY	2,729.97
02/14/14	NAUGHTON, JOHN	2,281.97
02/14/14	NORDQUIST, RICHARD	2,482.34
02/14/14	PURVES, JUSTIN	1,779.84
02/14/14	BIESANZ, OAKLEY	1,661.27
02/14/14	DEAVER, CHARLES	743.89
02/14/14	GERNES, CAROLE	782.00
02/14/14	HAYMAN, JANET	1,454.77
02/14/14	HUTCHINSON, ANN	2,762.97
02/14/14	SOUTTER, CHRISTINE	765.00
02/14/14	WACHAL, KAREN	973.69
02/14/14	GAYNOR, VIRGINIA	3,383.30
02/14/14	KROLL, LISA	1,992.19
02/14/14	YOUNG, TAMELA	2,144.99
02/14/14	EKSTRAND, THOMAS	3,984.62
02/14/14	FINWALL, SHANN	3,371.39
02/14/14	MARTIN, MICHAEL	2,939.39
02/14/14	BRASH, JASON	2,696.99
02/14/14	CARVER, NICHOLAS	3,383.30
02/14/14	FISHER, DAVID	3,962.32

02/14/14	SWAN, DAVID	2,884.99
02/14/14	WELLENS, MOLLY	1,908.02
02/14/14	ABRAHAMSON, AMANDA	50.00
02/14/14	ACEITUNO, FELIPE	127.00
02/14/14	BJORK, BRANDON	178.75
02/14/14	BRENEMAN, NEIL	2,483.79
02/14/14	CHUHEL, KAYLA	148.50
02/14/14	FISHER, CHANCE	25.00
02/14/14	FISHER, QUINN	24.00
02/14/14	FORTIER, JESSICA	24.00
02/14/14	FRANK, PETER	425.00
02/14/14	GORACKI, GERALD	323.00
02/14/14	JOHNSON, ALEXANDER	39.75
02/14/14	KLEIN, AARON	72.00
02/14/14	KUSTERMAN, KEVIN	37.50
02/14/14	LARSON, TRISTA	56.00
02/14/14	MCKANE, COLLIN	160.00
02/14/14	PIEPER, THEODORE	108.00
02/14/14	ROBBINS, AUDRA	3,307.30
02/14/14	ROBBINS, CAMDEN	477.76
02/14/14	SCHALLER, SCOTT	74.25
02/14/14	SHERWOOD, CHRISTIAN	572.00
02/14/14	TAYLOR, JAMES	3,149.54
02/14/14	VUKICH, CANDACE	394.88
02/14/14	ZILLEY, MATTHEW	22.50
02/14/14	ADAMS, DAVID	2,065.50
02/14/14	HAAG, MARK	2,934.95
02/14/14	ORE, JORDAN	1,712.71
02/14/14	SCHULTZ, SCOTT	3,487.37
02/14/14	WILBER, JEFFREY	1,738.82
02/14/14	AKEY, SHELLEY	208.50
02/14/14	EVANS, CHRISTINE	1,490.10
02/14/14	GLASS, JEAN	2,216.16
02/14/14	HAUBLE, AMANDA	136.00
02/14/14	HOFMEISTER, MARY	1,195.96
02/14/14	HOFMEISTER, TIMOTHY	472.19
02/14/14	KELLEY, CAITLIN	870.67
02/14/14	KULHANEK-DIONNE, ANN	573.00
02/14/14	MEYER, SASHA	1,738.41
02/14/14	PELOQUIN, PENNYE	592.85
02/14/14	ST SAUVER, CRAIG	256.50
02/14/14	STAHLMANN, ELLEN	85.00
02/14/14	VUE, LOR PAO	206.84
02/14/14	AICHELE, MEGAN	344.01
02/14/14	ANDERSON, AARON	17.44
02/14/14	ANDERSON, ALYSSA	20.81
02/14/14	ANDERSON, JOSHUA	609.89
02/14/14	BAETZOLD, CLAIRE	51.46
02/14/14	BAUDE, JANE	65.70
02/14/14	BAUDE, SARAH	64.76
02/14/14	BERGLUND, ERIK	87.01
02/14/14	BESTER, MICHAEL	132.25

02/14/14	BUCKLEY, BRITTANY	601.50
02/14/14	BUTLER, ANGELA	117.00
02/14/14	CRANDALL, KRISTA	421.62
02/14/14	DEMPSEY, BETH	214.62
02/14/14	DRECHSEL, HEIDI	13.74
02/14/14	DUNN, RYAN	1,057.26
02/14/14	ERICKSON-CLARK, CAROL	37.12
02/14/14	ERICSON, RACHEL	69.76
02/14/14	FARRELL, DANIEL	32.63
02/14/14	FONTAINE, KIM	624.79
02/14/14	GRUENHAGEN, LINDA	144.70
02/14/14	HAGSTROM, EMILY	183.50
02/14/14	HANSEN, HANNAH	368.25
02/14/14	HASSAN, KIANA	162.00
02/14/14	HEINRICH, SHEILA	341.38
02/14/14	HOLMBERG, LADONNA	346.71
02/14/14	HORWATH, RONALD	3,000.03
02/14/14	HUNTLEY, NATALIE	131.25
02/14/14	JOHNSON, BARBARA	640.50
02/14/14	KEMP, MAYA	19.50
02/14/14	KOHLER, ROCHELLE	64.75
02/14/14	KOZDROJ, GABRIELLA	100.00
02/14/14	LAMEYER, BRENT	32.63
02/14/14	LAMSON, ELIANA	45.00
02/14/14	MCCOMAS, LEAH	206.25
02/14/14	MEDD, KELLY	15.60
02/14/14	MUSKAT, JULIE	92.50
02/14/14	NADEAU, TAYLOR	130.96
02/14/14	NITZ, CARA	461.00
02/14/14	OHS, CYNTHIA	115.00
02/14/14	POVLITZKI, MARINA	23.75
02/14/14	PROESCH, ANDY	589.61
02/14/14	RANEY, COURTNEY	1,059.50
02/14/14	RAU, COLE	68.88
02/14/14	RESENDIZ, LORI	677.10
02/14/14	RICHTER, DANIEL	113.40
02/14/14	ROLLERSON, TERRANCE	75.00
02/14/14	SCHERER, KATHLENE	75.00
02/14/14	SCHREIER, ROSEMARIE	444.75
02/14/14	SCHREINER, MARK	36.50
02/14/14	SMITH, ANN	195.22
02/14/14	SMITH, CASEY	204.77
02/14/14	SMITH, JEROME	213.00
02/14/14	SMITLEY, SHARON	336.72
02/14/14	SYME, LAUREN	66.16
02/14/14	TREPANIER, TODD	241.50
02/14/14	TUPY, HEIDE	45.80
02/14/14	TUPY, MARCUS	71.25
02/14/14	WHITE, DANICA	71.48
02/14/14	YUNKER, JOSEPH	69.00
02/14/14	BOSLEY, CAROL	144.00
02/14/14	LANGER, CHELSEA	112.00

	02/14/14	LANGER, KAYLYN	34.00
	02/14/14	RANGEL, SAMANTHA	112.00
	02/14/14	WISTL, MOLLY	387.75
	02/14/14	CRAWFORD, SHAWN	480.00
	02/14/14	CUSICK, JESSICA	195.50
	02/14/14	DOUGLASS, TOM	1,957.75
	02/14/14	KRECH, ELAINE	306.00
	02/14/14	LOONEY, RAYJEANIA	208.00
	02/14/14	MAIDMENT, COLIN	250.75
	02/14/14	MALONEY, SHAUNA	260.50
	02/14/14	MCCLENNON, MATTHEW	152.00
	02/14/14	NESVACIL, BRENNAN	192.00
	02/14/14	PRINS, KELLY	1,835.39
	02/14/14	REILLY, MICHAEL	2,462.27
	02/14/14	STEFFEN, MICHAEL	102.00
	02/14/14	THOMPSON, BENJAMIN	408.00
	02/14/14	SWANSON, CHRIS	1,593.79
	02/14/14	PRIEM, STEVEN	2,624.83
	02/14/14	WOEHRLE, MATTHEW	2,622.35
	02/14/14	XIONG, BOON	1,547.32
	02/14/14	BERGO, CHAD	2,824.09
	02/14/14	FOWLDS, MYCHAL	4,189.58
	02/14/14	FRANZEN, NICHOLAS	2,873.65
	02/14/14	KREGER, JASON	2,373.80
9989831	02/14/14	ABRAHAMSON, TYLER	79.50
9989832	02/14/14	AYD, GWEN	157.25
9989833	02/14/14	BRADY, MADYSON	128.00
9989834	02/14/14	GREENER, DOUGLAS	103.50
9989835	02/14/14	KONG, KATELYNE	288.00
9989836	02/14/14	MEISSNER, MICHAEL	102.00
9989837	02/14/14	MERRITT, MICHAEL	306.00
9989838	02/14/14	O'BRIEN, PATRICIA	31.00
9989839	02/14/14	ROCKETTE, KIYESHA	24.00
9989840	02/14/14	RYAN, NICOLE	192.00
9989841	02/14/14	TARR-JR, GUS	120.00
9989842	02/14/14	THIELMAN, RICHARD	112.00
9989843	02/14/14	WISTL, MARK	204.00
9989844	02/14/14	SMITH, CORTNEY	178.50
9989845	02/14/14	AMUNDSON, DANIKA	22.50
9989846	02/14/14	EKSTRAND, DANIEL	150.56
9989847	02/14/14	MILLER, MELISSA	57.38
9989848	02/14/14	WALES, ABIGAIL	326.45
			543,706.34

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Karen Guilfoile, Director Citizen Services

DATE: February 19, 2014

SUBJECT: Approval of Agreement for Use of Harvest Park for the 2014 Susan G. Komen Twin Cities 3-Day Event

Introduction

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

Background

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

The 2014 Susan G. Komen Twin Cities 3-Day Event is scheduled for August 22-24. Staff will have correspondence with the coordinators for the event to ensure that health and safety, public safety and other concerns are met. Staff has experienced a very professional and responsible working relationship the last seven years with the event coordinators and look forward to working with them again.

Attached you will find a copy of the proposed agreement that requires council approval.

Budget Impact

None

Recommendation

It is recommended that the City Council approve the Agreement for Use of Harvest Park for the 2014 Susan G. Komen Twin Cities 3-Day Event.

Attachment

1. Use Agreement

USE AGREEMENT
City of Maplewood
Citizen Services Department

The Use Agreement (hereafter "Agreement") is made and entered in to this ____ day of _____, 2014, by and between the City of Maplewood, a Minnesota municipal corporation (hereafter the "City"), and The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen (hereafter "Komen"), as producer of the 2014 Susan G. Komen Twin Cities 3-Day event benefiting Komen, a non-profit organization.

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

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

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

1. **Komen** shall have the right to use the Harvest Park property in connection with a non-profit cancer awareness program and matters related to the Susan G. Komen Twin Cities 3-Day. Komen shall have the right to use the property to construct an overnight campground. NO campfires will be allowed, and all camp design and construction plans, including areas in which vehicular access to the property will be allowed, shall be subject to the specific approval of the City, which approval shall not be unreasonably withheld.
2. **Komen** will be permitted to use the Harvest Park property on the following days:
 - a. August 20 and 21, 2014, for set up
 - b. August 22-24, 2014, for event day
 - c. August 25, 2014 for clean up
3. **Komen** accepts full responsibility and liability for any and all damages resulting to the park property as a result of its use for the Susan G. Komen Twin Cities 3-Day, reasonable wear and tear excluded. Komen agrees to restore the property to its previous condition, which is reasonably acceptable to the City of Maplewood. The Director of Citizen Services and Maplewood Staff will meet on Monday, August 25, 2014 with the Event Production Manager, Event 360, Inc., to evaluate the condition of the property and to determine what work, if any, will be necessary to restore the property to its previous condition. A security deposit of \$5,000.00, made payable to the "City of Maplewood" must be received by July 30, 2014. The deposit will be refundable after inspection of the property and completion of all items of reasonable concern are addressed.
4. **Komen** shall maintain general liability insurance in an amount of at least amounts not less than those set forth on the attached Certificate of Insurance at all times during the Terms of this Agreement to protect the City from any and all liability to persons or property which may result from use of the Harvest Park property. Komen shall provide the City to be named as "additional insured" on its binder.
5. The **City** shall be responsible for having the property mowed and clear of litter and trash and in good and useable condition prior to August 20, 2014.
6. **Komen** will coordinate security and traffic issues with the City of Maplewood Police Department. The event area will be secured and closed to the public no later than 9:00 p.m. on the days that the property is being used by Komen for the Susan G. Komen Twin Cities 3-Day.
7. **Komen** shall notify the City by August 1, 2014, of the emergency contingency plan for the scheduled event in case of inclement weather.

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

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

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

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

11. As to notice or communication regarding this agreement:

Event360, Inc.
Susan G. Komen 3-Day®
Kendra O’Donnell
Event Planning Manager
Phone: 612.486.2423
Fax: 888.453.1731
kodonnell@event360.com

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

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

City of Maplewood

By: _____
Mayor, Will Rossbach

By: _____
City Manager, James Antonen

Date: _____

Date: _____

Attest: _____
City Clerk, Karen Guilfoile

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

By: _____

Title: _____

Date: _____

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: February 10, 2014
SUBJECT: Approval of a Temporary Lawful Gambling Permit and Permit Fee Waivers for the Carver Elementary PTO

Introduction

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

Background

The lawful gambling permit application is for a raffle at the Spring Carnival that the school hosts annually. The event will be held on Friday, May 9, 2014 from 5:30pm to 8:30pm and proceeds will go towards enhancing the educational experience of Carver Elementary students.

In addition to the lawful gambling permit application, a temporary food sales permit has also been applied for; Ms. Culshaw is requesting the fee of \$113.00 for the two (2) permits be waived.

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

Budget Impact

None

Recommendation

Staff recommends the following of the Council:

1. Approval of the temporary Lawful Gambling permit for the Carver Elementary PTO's Spring Carnival on May 9, 2014 at 2680 Upper Afton Rd in Maplewood.
2. Approve that fees of \$113.00 be waived for the accompanying temporary food sales permit.
3. Acknowledgement of the Application for Exempt Permit and waiver of any objection to the timeliness of said permit, as governed by MN Statute §349.166.

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Mychal Fowlds, IT Director
DATE: January 20, 2014
SUBJECT: Approval of Door Hardware Expenses for Police Department Expansion Project

Introduction

The City Council has approved the Police Department Expansion Project. The majority of the construction was put out for bid and awarded to the low bidder in each phase. Certain items were not part of the bid package. As these items arise staff will present them to the City Council for approval.

Background

Throughout each of the phases we've added, removed and reconfigured offices. This has required us to rekey a number of the spaces that we've performed work in. Much of this work was not included in the original bid packages for the different phases. Throughout Phase 1, 1A and 2 we've had numerous smaller invoices from Davis Lock that are now equaling approximately \$17,000. This item is being brought before you due to the fact that we are nearing the \$20,000 limit and we may yet have smaller invoices to finish up the previous phases. We will have additional door hardware expenses in Phase 3 that we estimate will cost around \$17,000 at which point we'll be over the \$20,000 mark and therefore require Council approval. The bulk of this expense is the rekeying of existing and new spaces in the Police Department with Davis Lock as they are the contractor that has helped us create our master key plan.

Budget Impact

The item listed above has been planned for and will be funded from the Police Department Expansion Project fund in a total amount not to exceed \$37,000.

Recommendation

It is recommended that approval be given for door hardware expenses not to exceed \$37,000.

Attachments

None

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Mychal Fowlds, IT Director
DATE: February 17, 2014
SUBJECT: Approval to Utilize Verizon Wireless Services off of State Contract

Introduction

The City uses a variety of mobile devices that require wireless services and the State of MN has negotiated a contract with a variety of carriers.

Background

The City currently utilizes over 150 mobile devices. These devices vary from mobile phones, to mobile hotspots to iPads. Our mobile devices are used for everything from receiving emergency sewer notices to filling out ambulance reports to referencing online maps in the field among many other uses. Until recently the City has utilized Sprints mobile network. Over the past year we've seen a degradation in service within the City of Maplewood and in a number of other areas in the metro which has caused us concern. Staff performed a test with Verizon and found it to be a much faster network with much greater reliability within Maplewood along with the metro area and outstate MN. Verizon is on the State contract and we will utilize that pricing for this migration.

Budget Impact

The monthly bill of roughly \$7,500 has been planned for and will be paid for from each individual department. The monthly amount is slightly higher than what we are currently paying but the City is also adding and upgrading devices for its Public Safety personnel. It should also be noted that under the State contract we have the benefit of month to month contracts which gives us continued flexibility in adding and removing devices.

Recommendation

It is recommended that authorization be given to utilize Verizon Wireless services off of the State contract as the City's wireless provider.

Attachments

None

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Mychal Fowlds, IT Director
DATE: February 17, 2014
SUBJECT: Approval to Enter into Contract with North Suburban Access Corporation for Videographer Services

Introduction

The City televises all Council, Board and Commission meetings which all require a videographer be scheduled to tape.

Background

North Suburban Access Corporation provides videographers for a number of their member cities. Staff has arranged an agreement where, beginning in March (pending Council approval), NSCC will provide videographers for all Maplewood City Council and Commission meetings as well. This partnership will provide additional, much needed, coverage for our meetings and will ensure that the meeting replays are consistently scheduled and that they will be made available via streaming the night of each meeting.

Budget Impact

The monthly bill of roughly \$961.40 has been planned for and will be paid from the 2014 adopted budget. This is about a \$6,000 increase over our current costs but will ensure the staff needed is available and remove the need for overtime pay/hours for some of our IT employees.

Recommendation

It is recommended that authorization be given to enter into a contract with North Suburban Access Corporation for videographer services.

Attachments

1. NSAC contract

**Agreement between the North Suburban Access Corporation and the
City of Maplewood for Video Production Services**

Agreement: This agreement outlines the services to be provided by the North Suburban Access Corporation (NSAC) to the City of Maplewood related to video production services.

Explanation of Services to be Provided: The North Suburban Access Corporation agrees to provide video production services to the City of Maplewood. This will include recording:

- City Council Meetings
- City Council Workshops
- Housing & Economic Development Commission Meetings
- Community Design Review Board Meetings
- Environmental & Natural Resources Commission Meetings
- Heritage Preservation Commission Meetings
- Human Rights Commission Meetings
- Parks & Recreation Commission Meetings
- Planning Commission Meetings

The North Suburban Access Corporation will also:

- Update Graphics to all Meetings
- Begin Streaming process
- Record a DVD per Meeting
- Process Meeting to Schedule Timeline
- Start/Stop Web Broadcast
- Index Web Meeting and Publish to Web
- Update City of Maplewood staff with technical feedback regarding their equipment's performance

The City of Maplewood agrees to provide the video production technician with information/text for all meetings and workshops in a timely fashion. It is estimated that the total time required in Maplewood will be approximately 46 hours per month. This includes one hour for set up and tear down per meeting.

The City of Maplewood agrees to provide the equipment needed for the above services.

The North Suburban Access Corporation will bill any special projects or requests for video production consultation services not outlined in the above agreement separately. The North Suburban Access Corporation will provide the City of Maplewood with a cost proposal for any special projects or consulting activities that are requested by the City of Maplewood but not outlined in this agreement. The requested project will not proceed unless both parties are agreeable to the cost proposal and scope of work. The City of Maplewood also agrees to provide the equipment needed for any special projects or requests for video production consultation services.

Employment: The video production technician will remain an employee of the North Suburban Access Corporation during the term of his/her work with the City of Maplewood. The North Suburban Access Corporation will be responsible for workers compensation, salary, training and other benefits related to this position.

Cost and Duration: Beginning March 1, 2014, through December 31, 2014, The City of Maplewood agrees to compensate North Suburban Access Corporation through the duration of contract. The City of Maplewood agrees to compensate North Suburban Access Corporation \$874/month for approximately 46 hours plus 10% administration fees for a total of \$961.40 monthly. If the annual hours utilized by the City exceed 46 hours, the City will pay a flat rate of \$40 per hour to North Suburban Access Corporation for their services.

The North Suburban Access Corporation will invoice the City of Maplewood on a monthly basis. Payment will be made within 10 working days of receipt of invoice. This agreement will remain in effect until December 31, 2014. Either party may terminate this agreement if a 90-day notice is provided in writing to the other party.

Coralie Wilson
Executive Director
North Suburban Access Corporation

Nora Slawik
Mayor
City of Maplewood

MEMORANDUM

TO: R. Charles Ahl, City Manager
FROM: Terrie Rameaux, Human Resource Coordinator
DATE: February 14, 2014
SUBJECT: Approval of 2014 Master Group Contract between City of Maplewood and Medica Insurance Company

Introduction

The City Council approved the Insurance Labor-Management Committee's recommendation to continue with Medica as the City's health insurance provider for City of Maplewood employees for 2014, back in November 2013. Our contract year with Medica runs January 1 through December 31st. Attached is the master group contract for our three high deductible plans. This contract is provided for approval and execution as part of this agenda item.

Budget Impact

None

Recommendation

It is recommended that the City Council approve the attached master group contract with Medica Insurance Company for 2014.

Attachments

1. 2014 Master Group Contract for High Deductible Plans, Groups #47983, 58669 & 58671.

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

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

**ARTICLE 1
INTRODUCTION**

This Master Group Contract ("Contract") is entered into by and between Medica Insurance Company ("Medica") and the employer group identified in Exhibit 1 ("Employer"). This Contract includes Exhibit 1, Exhibit 2, the Group Application, the Certificate of Coverage ("Certificate"), and any Amendments. This Contract includes the coverage option(s) set forth in Exhibit 2, offered by the Employer under a single group health plan. This Contract is delivered in the state of Minnesota.

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

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

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

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

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

**ARTICLE 2
TERM OF CONTRACT**

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

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

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

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

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

Section 2.3 Notice of Termination.

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

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

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

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

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

**ARTICLE 3
ENROLLMENT AND ELIGIBILITY**

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

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

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

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

Medica shall have no responsibility for:

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

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

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

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

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

ARTICLE 4 ELECTRONIC DELIVERY OF INSURANCE DOCUMENTS

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

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

ARTICLE 5 PREMIUMS

Section 5.1 Monthly Premiums.

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

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

Employer shall notify Medica in writing:

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

Section 5.2 Grace Period and Reinstatement. Employer has a grace period of 10 days after the due date stated in Section 5.1 to pay the monthly Premiums. If Employer fails to pay the Premium, the Contract will be terminated in accordance with Section 2.2(a). This Contract will be reinstated if Employer pays all of the Premiums owed on or before the end of the grace period. In the event this Contract is not reinstated pursuant to this Section, Medica shall not be responsible for any Claims for health services received by Members after the effective date of the termination.

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

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

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

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

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

Section 5.6 Employer Fees. Medica may charge Employer:

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

Section 5.7 Premium Rebate Administration (When Applicable).

- (a) **General Obligation.** In accordance with the Patient Protection and Affordable Care Act ("PPACA"), Medica is obligated to provide a premium rebate to Employer if Medica's medical loss ratio ("MLR") for the group market applicable to Employer's coverage does not meet or exceed the minimum percentage required by PPACA for such group market. PPACA requires Medica to make such determinations on a calendar year basis, regardless of the Effective Date and Expiration Date of this Contract. For purposes of this Section 5.7, "medical loss ratio" shall be defined in accordance with PPACA and the group market size applicable to Employer's coverage shall be determined in accordance with PPACA's MLR provisions and applicable state law and requirements.
- (b) **Rebate Determinations and Remittances.** Medica agrees to determine whether such rebates are owed under this Contract and, if applicable, remit such rebates to Employer no later than September 30th of the calendar year following any calendar year during which this Contract was in effect (for all or part of the year), and for which a rebate is owed (for all or part of the year). Notwithstanding the foregoing, in the event that Employer's group health plan has been terminated at the time rebate payment is due and, despite reasonable efforts, Medica is unable to locate Employer, Medica will distribute the entire rebate to Subscribers, in accordance with applicable law.

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

**ARTICLE 6
INDEMNIFICATION**

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

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

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

**ARTICLE 7
ADMINISTRATIVE SERVICES**

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

**ARTICLE 8
CLERICAL ERROR**

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

**ARTICLE 9
ERISA**

When this Contract is entered into by Employer to provide benefits under an employee welfare benefit plan governed by ERISA, Medica shall not be named as and shall not be the plan administrator of the employee welfare benefit plan, as that term is used in ERISA. Medica shall only be considered a named fiduciary for purposes of claims adjudication.

The parties agree that Medica has sole, final, and exclusive discretion to:

- (a) interpret and construe the Benefits under the Contract;
- (b) interpret and construe the other terms, conditions, limitations, and exclusions set out in the Contract;
- (c) change, interpret, modify, withdraw, or add Benefits without approval by Members; and
- (d) make factual determinations related to the Contract and the Benefits.

For purposes of overall cost savings or efficiency, Medica may, in its sole discretion, provide services that would otherwise not be Benefits. The fact that Medica does so in any particular case shall not in any way be deemed to require it to do so in other similar cases.

Medica may, from time to time, delegate discretionary authority to other persons or entities providing services under this Contract.

ARTICLE 10 DATA OWNERSHIP AND USE

Information and data acquired, developed, generated, or maintained by Medica in the course of performing under this Contract shall be Medica's sole property. Except as this Contract or applicable law requires otherwise, Medica shall have no obligation to release such information or data to Employer. Medica may, in its sole discretion, release such information or data to Employer, but only to the extent permitted by law and subject to any restrictions determined by Medica.

ARTICLE 11 CONTINUATION OF COVERAGE

Medica shall make available coverage under this Contract to those Members who are eligible to continue coverage as required under federal or state law.

Medica will not provide any administrative duties with respect to Employer's compliance with federal or state continuation of coverage laws. All duties of the Employer, including, but not limited to, notifying Members regarding federal and state law continuation rights and Premium billing and collection, remain Employer's sole responsibility.

ARTICLE 12 CERTIFICATION OF QUALIFYING COVERAGE FORMS AND SUMMARY OF BENEFITS AND COVERAGE

To the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Medica will produce Certification of Qualifying Coverage forms for Members whose coverage under this Contract terminates or upon request by Members. The Certification of Qualifying Coverage forms will be based on the eligibility and termination data Employer provides to Medica. Employer shall provide all necessary eligibility and termination data to Medica in accordance with Medica's data specifications. The Certification of Qualifying Coverage forms will only include periods of coverage Medica administers under this Contract.

Medica will prepare a Summary of Benefits and Coverage ("SBC"), as described under the Patient Protection and Affordable Care Act ("PPACA") and related regulations, for each coverage option set forth in Exhibit 2 and offered by Employer. Medica will provide applicable SBCs to Employer. Employer will distribute such SBCs to individuals eligible for and covered under Employer's group health plan in accordance with applicable federal regulations.

**ARTICLE 13
NONDISCRIMINATION AND EMPLOYER SHARED RESPONSIBILITY**

To the extent required by the Patient Protection and Affordable Care Act ("PPACA"), fully-insured group health plans other than grandfathered plans are generally subject to nondiscrimination rules similar to those applicable to self-insured health plans under Section 105(h) of the Internal Revenue Code. Medica assumes no responsibility for compliance with such rules. Employer, as the sponsor of the insured employee benefit plan, shall be responsible for ensuring compliance with all PPACA nondiscrimination requirements applicable to the insurance coverage, including but not limited to payment of any and all governmental or regulatory taxes, penalties, interest, or other charges resulting from noncompliance with applicable nondiscrimination requirements. Employer, as the sponsor of the insured employee benefit plan, is solely responsible (1) for determining whether, with respect to its employee workforce, the aspects of a particular insurance contract are discriminatory under PPACA, and (2) for appropriately addressing the situation if it is discriminatory under PPACA (including but not limited to correcting, self-reporting, and payment of any penalties and interest related to the discrimination).

PPACA added employer shared responsibility provisions as Section 4980H of the Internal Revenue Code, under which an applicable large employer (as defined in Section 4980H) may be subject to assessable payments in the event the employer fails to offer affordable coverage providing minimum value to its full-time employees and their dependents and at least one full-time employee is allowed a premium tax credit for coverage purchased through an insurance exchange created pursuant to PPACA. PPACA also requires that applicable large employers satisfy related information reporting requirements. The effective date of the employer shared responsibility requirements and related information reporting requirements are as prescribed by the federal government. Employer is solely responsible for ensuring compliance with PPACA's employer shared responsibility provisions and related requirements, including but not limited to (1) determining the full-time/part-time status of its employees; (2) communicating eligibility and enrollment information to Medica, in accordance with Article 3 of this Contract; (3) determining Employer and employee contributions to the payment of premium; (4) satisfying all information reporting requirements applicable to applicable large employers; and (5) paying any and all assessable payments, penalties, interest, or other charges resulting from noncompliance with the employer shared responsibility provisions and related requirements.

**ARTICLE 14
AMENDMENTS AND ALTERATIONS**

Section 14.1 Standard Amendments. Except as provided in Section 14.2, amendments to this Contract are effective 30 days after Medica sends Employer a written amendment. Unless regulatory authorities direct otherwise, Employer's signature will not be required. No Medica agent or broker has authority to change this Contract or to waive any of its provisions.

Section 14.2 Regulatory Amendment. Medica may amend this Contract to comply with requirements of state and federal law ("Regulatory Amendment") and shall issue to Employer such Regulatory Amendment and give Employer notice of its effective date. The Regulatory Amendment will not require Employer's consent and, unless regulatory authorities direct otherwise, Employer's signature will not be required. Any provision of this Contract that conflicts with the terms of applicable federal or state laws is deemed amended to conform to the minimum requirements of such laws.

ARTICLE 15 ASSIGNMENT

Neither party shall have the right to assign any of its rights and responsibilities under the Contract to any person, corporation, or entity without the prior written consent of the other party; provided, however, that Medica may, without the prior written consent of the Employer, assign the Contract to any entity that controls Medica, is controlled by Medica, or is under common control with Medica. In the event of assignment, the Contract shall be binding upon and inure to the benefit of each party's successors and assigns.

ARTICLE 16 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Contract arises between the parties, if acceptable to both parties, the parties will meet and make a good faith effort to resolve the dispute. The party requesting the meeting will provide the other, in advance of the meeting, with written notice of the claimed dispute. Upon receipt of the written notice, representatives for each party will meet promptly to attempt to resolve the dispute. If a mutually agreeable resolution is not reached within thirty (30) days following receipt of the written notice, or if the parties do not agree to meet to attempt to resolve the dispute, either party may pursue legal action in accordance with the terms of this Contract.

ARTICLE 17 TIME LIMIT ON CERTAIN DEFENSES

No statement made by Employer, except a fraudulent statement, shall be used to void this Contract after it has been in force for a period of 2 years.

ARTICLE 18 RELATIONSHIPS

The relationship between Employer and any Member is that of Employer and Subscriber, Dependent, or other coverage classification as defined in this Contract.

The relationships between Medica and Network Providers and the relationship between Medica and Employer are **solely** contractual relationships between independent contractors. Network Providers and Employer are not agents or employees of Medica. Medica and its employees are not agents or employees of Network Providers or Employer.

The relationship between a Network Provider and any Member is that of provider and patient and the Network Provider is solely responsible for the services provided to any Member.

ARTICLE 19 EMPLOYER RECORDS

Employer shall furnish Medica with all information and proofs that Medica may reasonably require with regard to any matters pertaining to this Contract. Medica may at any reasonable time inspect all documents furnished to Employer by an individual in connection with the Benefits, Employer's payroll records, and any other records pertinent to the Benefits under this Contract.

Unless Employer provides the appropriate written assurances required by 45 CFR 164.504, Medica will only provide Employer with summary health information (for the purposes of obtaining premium bids or for modifying, amending, or terminating the group health plan only) and information on whether individuals are participating in the group health plan, or is enrolled in or has disenrolled from the health plan as provided in 45 CFR 164.504 (f)(1) and the minimum necessary information for purposes of auditing Medica's operations or services.

**ARTICLE 20
NOTICE**

Except as provided in Article 2, notice given by Medica to an authorized representative of Employer will be deemed notice to all Members.

All notices to Medica shall be sent to the address stated below. All notices to Employer shall be sent to the persons and addresses stated in the Group Application. All notices to Medica and Employer shall be deemed delivered:

- (a) if delivered in person, on the date delivered in person;
- (b) if delivered by a courier, on the date stated by the courier;
- (c) if delivered by an express mail service, on the date stated by the mail service vendor; or
- (d) if delivered by United States mail, 3 business days after date of mailing.

A party can change its address for receiving notices by providing the other party a written notice of the change.

**ARTICLE 21
COMMON LAW**

No language contained in the Contract constitutes a waiver of Medica's rights under common law.

ACCEPTANCE OF CONTRACT

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

IN WITNESS WHEREOF, Medica has caused this Contract to be executed on January 27, 2014, to take effect on the Effective Date stated in Exhibit 1 to this Contract.

MEDICA INSURANCE COMPANY

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

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

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

By:



Paul R. Crowley

Vice President and General Manager,
Client Retention and Growth

By:



James P. Jacobson

Senior Vice President and Assistant Secretary

EMPLOYER

City of Maplewood

Address:
1830 County Road B East
Maplewood, MN 55109

By: _____

Title: _____

Date: _____

EXHIBIT 1

1. **Parties.** The parties to this Master Group Contract ("Contract") are Medica Insurance Company ("Medica") and the employer group City of Maplewood ("Employer"), an employer under Minnesota law and other applicable law.
2. **Effective Date and Expiration Date of this Contract.** This Contract is effective from 01/01/2014 ("Effective Date") to 12/31/2014 ("Expiration Date"). All coverage under this Contract begins at 12:01 a.m. Central Time.
3. **Amendment(s) Number:** Amendments attached as applicable for benefit package log (BPL) as listed in Exhibit 2.
4. **Eligibility.** The following conditions are in addition to those specified in the Certificate:

4.1 Eligibility to Enroll.

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

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

4.2 Subscriber Definition, Waiting Periods and Coverage Effective Dates Employees.

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

- (1) Satisfies either (a) or (b) below:
 - (a) Is employed on average for at least 30 hours per week by Employer. Employer shall determine the average number of hours worked and Medica is entitled to rely on Employer's representation in this regard;
 - (b) For Employers utilizing measurement and stability periods (as described in federal law) to determine an employee's eligibility for coverage: Is an employee who Employer determines eligible for coverage throughout the applicable stability period; provided that such determination is consistent with federal law applicable to such eligibility determinations and other applicable provisions of this Contract; and
- (2) Satisfies the Employer participation and eligibility requirements.

Coverage for Subscribers will include the conditions identified below:

Classifications and Plan Design

Coverage Effective Date

Employees:

New Hires: Coverage effective dates shall be: Date first eligible (no Waiting Period); or

For employers utilizing measurement and stability periods (as described in federal law) to determine an employee's eligibility for coverage, the date determined by employer in accordance with applicable law, including but not limited to IRS Notice 2012-59, 29 C.F.R. §2590.715-2708 and 45 C.F.R. §147.116, generally providing that both of the following must be met: the effective date of coverage must be no later than 13 months from the employee's start date (plus, if the start date is not the first day of a calendar month, the time remaining until the first day of the next calendar month); and that any waiting period imposed after a measurement period may not exceed 90 days.

Status Change: Coverage effective dates shall be: Date first eligible (no Waiting Period); or

For employers utilizing measurement and stability periods (as described in federal law) to determine an employee's eligibility for coverage, the date determined by employer in accordance with applicable law, including but not limited to IRS Notice 2012-59, 29 C.F.R. §2590.715-2708 and 45 C.F.R. §147.116.

Return: Coverage effective dates shall be: Date of return, except that no such Waiting Period may exceed 90 days as calculated under applicable law; or

For employees utilizing measurement and stability periods (as described in federal law) to determine an employee's eligibility for coverage, the date determined by employer in accordance with applicable law.

Employer shall calculate the appropriate effective date of coverage for each employee and inform Medica of such date. Medica is entitled to rely on Employer's representation that the effective date of coverage does not violate the applicable provisions of PPACA or any guidance issued pursuant to PPACA.

EXHIBIT 2**Premiums**

The monthly Premium rates for MIC PP MN 2500-0%, group number(s) 47983, BPL #13635 are:

Single	\$671.96
Family	\$1,648.57

The monthly Premium rates for MIC ME/MES MN 2500-0%, group number(s) 58669, 58671, BPL #13636 are:

Single	\$618.20
Family	\$1,516.69

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Steve Lukin, Fire Chief
DATE: February 18, 2014
SUBJECT: Approval of Medical Direction Contract Amendment Between the City of Maplewood and HealthEast.

Introduction

HealthEast has provided Medical Direction to the City of Maplewood Emergency Medical Services (EMS) since 2011. Both sides have expressed interest in amending the current version of the contract to clarify some components of the contract.

Background

The original contract that was agreed upon by the City of Maplewood and HealthEast was a new partnership between the two parties. After three years of experience working under the current contract, both parties have identified areas for improvement in order to clarify the expectations of both parties.

The amendment to the original contract better clarifies EMS education offered to Maplewood EMS Employees, payment for Medical Direction Services, invoicing procedures and provides more guidance for extending the agreement in the future.

Budget Impact

The contract amendment will add \$1,000 dollars to the contract price for the term of the contract. The fee will increase from \$10,000/Annually to \$11,000/Annually.

Recommendation

Staff recommends that the Medical Direction contract amendment between the City of Maplewood and HealthEast is approved.

Attachments

Attachment 1: Pre-Hospital Medical Direction Agreement
Attachment 2: Amendment No. 1 to Pre-Hospital Medical Direction Agreement

**AMENDMENT NO. 1 TO
PRE-HOSPITAL MEDICAL DIRECTION AGREEMENT**

This Amendment is made by and between the City of Maplewood (“City of Maplewood”) and HealthEast Care System (“HealthEast”), effective as of January 1, 2014.

RECITALS

- A. HealthEast and the City of Maplewood are parties to that certain Pre-Hospital Medical Direction Agreement (the “Agreement”) dated January 1, 2011, pursuant to which HealthEast provides medical direction and professional support for the pre-hospital medical care rendered by the City of Maplewood.
- B. By entering into this Amendment, the parties agree to amend the Agreement as follows:

AMENDMENT

- 1. Section 1.4, Paragraph A is hereby deleted and replaced with the following new Paragraph A:

Continuing medical education classes will include: EMT CEU, Paramedic CEU, PHTLS (Trauma), PEPP (Pediatric) and AMLS (Medical) or equivalent (the “Classes”).

EMT CEU classes will be offered three times per calendar quarter including two evening and one daytime session. Dates and times of course offerings will be mutually agreed upon by HealthEast and the City of Maplewood. EMT CEU classes will meet State requirements to ensure recertification of EMT’s. EMT CEU Classes will be held at the HealthEast EMS Academy.

Paramedic CEU will include trauma, pediatric and medical classes. Dates, times and topics of course offerings will be mutually agreed upon by HealthEast and the City of Maplewood. Paramedic CEU Classes will be held at the HealthEast EMS Academy.

Education above and beyond the Classes may be made available by HealthEast at the request of the City of Maplewood at an additional charge as set forth in Section 3.1 below.

- 2. The first paragraph of Section 3.1 is hereby deleted and replaced with the following:

3.1 **Payment.** In consideration of the services provided by HealthEast as set forth in this Agreement, the City of Maplewood will pay HealthEast as follows:

- A. For medical direction services, Nine Thousand Dollars (\$9,000) annually, payable in twelve equal monthly installments.
- B. For the provision of the Classes, Two Thousand Dollars (\$2,000) annually, payable in twelve substantially equal monthly installments.
- C. For the provision of education above and beyond the Classes, Fifty Dollars (\$50) per hour.

4. Section 3.3 is hereby deleted and replaced with the following:

3.3 **Invoicing Procedures.** HealthEast shall submit monthly invoices to the City of Maplewood. Such invoices will include date, description of the service rendered, location where service was rendered, and hours spent providing the service. The City of Maplewood will submit payment of the invoice within thirty (30) days of the date on which the invoice is received.

5. The language of Section 7.1 of the Agreement is hereby deleted and replaced with the following:

The term of this Agreement shall be January 1, 2014 through December 31, 2016, with the option of City of Maplewood to renew for one additional three (3) year term by providing notice at least ninety (90) days prior to the expiration of the current term (on or before October 1, 2016).

6. Except as otherwise amended by this Amendment, the Agreement, which is the entire agreement of the parties and supersedes any prior or contemporaneous agreements between the parties, whether written or oral, concerning the subject matter of the Agreement, shall continue in full force and effect in accordance with its terms.

CITY OF MAPLEWOOD

HEALTHEAST CARE SYSTEM

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

PRE-HOSPITAL MEDICAL DIRECTION AGREEMENT

THIS AGREEMENT is made and entered into as of January 1, 2011 ("Effective Date"), by and between the **CITY OF MAPLEWOOD**, a Minnesota municipal corporation ("City of Maplewood"), and HealthEast Care System ("HealthEast").

PREAMBLES

WHEREAS, City of Maplewood desires to retain HealthEast to provide medical direction and professional support for the pre-hospital medical care rendered by City of Maplewood, including the City of Maplewood's Emergency Care Training Program; and

WHEREAS, HealthEast agrees to provide medical direction and supervision of the pre-hospital medical care rendered by City of Maplewood and agrees to provide this service through Peter Tanghe, MD, as designated Medical Director supported by Keith Wesley, MN, and Tony Nardi, MD, and other physicians or their designee appointed by HealthEast ("Physicians") and accepted by City of Maplewood; and

WHEREAS, HealthEast agrees to provide professional support for City of Maplewood's Emergency Care Training Program;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

Duties of HealthEast

1.1 Appointment of Medical Director. HealthEast shall appoint a physician to serve as the Medical Director for the City of Maplewood Emergency Medical Services Department. HealthEast initially designates Peter Tanghe, MD as the Medical Director. In the event that HealthEast replaces Dr. Tange as Medical Director under this Agreement, City of Maplewood shall have the right to approve or reject the selection and appointment of any physician appointed by HealthEast to serve as successor Medical Director.

1.2 Qualifications of Medical Director. At all times during the term of this Agreement, HealthEast agrees to appoint, as Medical Director, a physician licensed as a physician, in good standing in the State of Minnesota and Board Certified in Emergency Medicine by the American College of Emergency Physicians. The physician appointed by HealthEast as Medical Director shall have a good working knowledge and a strong interest in Emergency Medical Services.

1.3 Medical Director. The Medical Director will provide the following services to City of Maplewood consistent with statutory requirements in Minn. Stat. §144E.265:

1. approve standards for training and orientation of personnel that impact patient care;
2. approve standards for purchasing equipment and supplies that impact patient care;
3. establish standing orders for pre-hospital patient care;
4. approve written triage, treatment, and transportation guidelines for adult and pediatric patients;
5. participate in the development and operation of continuous quality improvement programs including, but not limited to, case reviews and resolution of patient complaints ;
6. establish procedures for drug administration consistent and compliant with State and Federal laws, regulations, and guidelines and industry best practices;
7. maintain quality of care for the preceding five (5) items.
8. oversee the vaccination program for emergency responders;
9. maintain the quality of care according to the standards and procedures established under clauses (1) to (3);
10. provide 24/7 access to the Medical Director and/or associate Medical Director; and
11. assist in disaster planning and emergency preparedness; and
12. together with the other Physicians, provide the services set forth in paragraphs 1.4 and 1.5 hereof, and Article II.

1.4 Continuing Medical Education. HealthEast and Physicians will provide the following continuing medical education services, which will assist City of Maplewood Emergency Medical Services personnel in maintaining their certifications as required by the State of Minnesota Emergency Medical Services Regulatory Board (EMSRB) and the individual service requirements.

- A. Presentations on selected clinical topics will be provided on a regular basis by HealthEast. Any appropriate educational meetings or seminars provided by HealthEast to its own EMS staff will also be available to City of Maplewood personnel.

- B. HealthEast will provide medical direction and oversight to emergency medical technician and refresher classes provided by the City of Maplewood.
- C. A Physician shall attend one regularly scheduled continuing medical education session per quarter and participate in scheduled education and training including, but not limited to evaluating clinical skills and knowledge of City of Maplewood paramedics and emergency medical technicians.
- D. Ambulance run reports will be reviewed on a regular basis with City of Maplewood personnel, and Physicians will provide feedback on performance problems or operating issues.
- E. Annual skills review will be provided for City of Maplewood personnel under the direction of Physicians.
- F. Physicians will work with City of Maplewood personnel to evaluate the need for and selection of continuing education resources beyond those available through HealthEast.
- G. Continuing education topics, schedules and locations may be modified by mutual agreement between Physicians and City of Maplewood.
- H. HealthEast will provide sufficient continuing medical education to ensure recertifications of paramedics and EMT's, according to State regulations.

The parties recognize that it may be necessary for City of Maplewood personnel to obtain continuing education services beyond those available through HealthEast and the Physicians.

1.5 Other Medical Direction and Continuing Medical Education Services.

HealthEast and City of Maplewood agree that the Proposal submitted to the City of Maplewood on August 1, 2010 is included by reference to this Agreement. All services listed in the Proposal shall be included by reference as available to City of Maplewood. City of Maplewood and HealthEast agree that other services may be desired by City of Maplewood and/or offered by HealthEast and that such services may, by mutual assent and for agreed upon consideration, be provided under this Agreement.

ARTICLE II

Medical Direction Services

2.1 Physicians' Services. In providing medical direction and supervision to City of Maplewood, Physicians shall:

- A. Develop and review medical policies and procedures defining the standards of care and how they are to be implemented and assist in developing a framework for a Quality Improvement Program.
- B. Review incident reports originating from hospital or ambulance personnel and assist in resolving citizen, hospital or physician complaints or questions about provision of emergency medical care.
- C. Report ambulance patient care problems and public complaints on ambulance patient care and transport to management of City of Maplewood.
- D. Assist City of Maplewood in planning for future changes in the provision of ambulance services by City of Maplewood and render advice on the purchase of medical equipment and supplies.
- E. Participate, if requested, in long-range planning efforts to determine the future direction of pre-hospital medical services rendered by City of Maplewood.
- F. Serve as a resource and advisor for City of Maplewood personnel regarding pre-hospital medical care concerns.
- G. Participate, if requested, in the selection and evaluation of City of Maplewood EMS personnel.
- H. Assist in ongoing training, certification, and oversight for the use of automatic external defibrillators (AED) and Public Access to Defibrillators (PAD) program as well as the professional EMS certification classes provided by the City of Maplewood. The duties of the Physicians under this subparagraph is limited to providing authorizing signature(s) for purchase and use of automated external defibrillators and does not extend to providing training in cardiopulmonary resuscitation (CPR) or AED use.
- I. Physicians shall notify City of Maplewood of travel plans or other circumstances under which they will not be available for consultation and shall identify alternative physician(s), (including contact information), who may be contacted for any issues that arise during the Physicians' absence which require immediate attention.
- J. The duties of the Physicians shall include: providing required paperwork, signatures for medical supplies, medication, equipment and regulatory compliance.

2.2 City of Maplewood Compliance. In order to facilitate Physicians' performance of the services and activities covered by this Agreement, City of Maplewood shall:

- A. Implement the medical protocols and guidelines development by Physicians for City of Maplewood.
- B. Report patient care problems and public complaints on ambulance patient care and transport to Physicians.
- C. Involve Physicians in the evaluation and selection process of patient care equipment.
- D. Provide Physicians with access to ambulance run reports for evaluation and review.
- E. Provide Physicians with information on the training and certification of all City of Maplewood EMS personnel.
- F. Operate City of Maplewood EMS in accordance with Minnesota Statutes Sections 144.801-144.8091 (Life Support Transportation Licensing Law) and Minnesota Rules 4690.0100 et seq., and appropriate Federal laws, rules, and regulations relating to, but not limited to, participation in the Medicare and Medicaid programs.

2.3 Review of Services. HealthEast shall host meetings on a regular basis, and at least annually, to review the services being provided under this Agreement.

2.4 Change in Law. If any provision of this Agreement is in conflict with current state or federal laws, regulations or rules, or a subsequent change in state or federal laws, regulations or rules, or judicial interpretation thereof, the parties mutually agree to amend this Agreement in writing to comply with the law, regulation, rule or interpretation, or, if the parties are unable to reach agreement through good faith negotiations within thirty (30) days of becoming aware of the conflict, either party may terminate this Agreement effective immediately upon notice in writing to the other party.

ARTICLE III

Payment

3.1 Among of Payment. In consideration of HealthEast providing medical direction services as described in this Agreement, City of Maplewood shall pay HealthEast ten thousand dollars (\$10,000) per year. Additional costs may be incurred for optional fee-based services as listed in the Proposal included by reference in Article 1.5 and shall be paid within thirty (30) days.

City of Maplewood certifies that such compensation paid to HealthEast is fair market value for medical leadership and is attributable solely to HealthEast's services to City of Maplewood.

The payment is based on up to ten (10) hours per month of physician participation as needed, which may include continuing education and quality assurance. Additionally, the payment covers other services provided as list in the Proposal and included by reference to this Agreement.

3.2 Subsequent Contract Years. The total Compensation payable by the City to HealthEast for the second and third Contract Years of the Term shall be the amount for the previous Contract Year plus an increase equal to the increase in the Consumer Price Index for all urban consumers, U.S. City average, other services published by the Bureau of Labor Statistics of the Department of Labor, seasonally adjusted over twelve months prior to January of each contract year.

3.3 Invoicing Procedures. HealthEast shall submit annual invoices to City of Maplewood. The invoice shall include date, location where service was rendered, hours providing the services, and description of the service rendered.

3.4 No Referrals for Compensation. The parties agree that the Compensation has been determined in arms length bargaining and is consistent with fair market value in arms length transactions. Furthermore, the Compensation is not, has not been, and will not be, determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to HealthEast or between the parties for which payment may be made, in whole or in part under Medicare, Medicaid or any other federal or state health care program.

ARTICLE IV

Independent Contractor Status

4.1 Independent Contractors. The relationship between the parties is such that City of Maplewood, and HealthEast and its employed physicians, are independent contractors. City of Maplewood shall neither have nor exercise control over the means or methods by which HealthEast or Physicians performs the services. Nothing in this Agreement shall be construed as creating an employer-employee relationship between HealthEast and City of Maplewood. Neither party shall have the authority or right legally to bind the other in contract, debt or otherwise, and neither party shall be liable for any obligation acquired or incurred by the other, except as might otherwise be provided herein. Nothing herein is intended to limit the ability of HealthEast or Physicians to practice medicine or to contract with other parties. Nothing herein is intended to limit the ability of City of Maplewood to contract with or retain other parties.

4.2 Work Standards. Physicians shall control the manner, method and means of performing medical direction and supervision to City of Maplewood. The medical direction shall at all times be performed in accordance with customary professional standards.

4.3 Withholding and Taxes. City of Maplewood shall not be liable for any withholding or payment, either for taxes, benefits, or other items on behalf of HealthEast.

4.4 Professional Liability Insurance. HealthEast shall procure and maintain (a) medical malpractice or professional liability insurance, or both medical malpractice and professional liability insurance, with coverage limits of \$1,500,000 per occurrence and \$3,000,000 in the aggregate, and (b) comprehensive general or umbrella liability insurance, or both comprehensive general and umbrella liability insurance, with coverage limits of \$5,000,000 in the aggregate. HealthEast's may provide such insurance through a program of self-insurance. HealthEast's medical malpractice insurance shall be either occurrence or claims made with an extended period reporting option. HealthEast shall provide City of Maplewood with a certificate of insurance evidencing the required coverage.

4.5 Processing of Payments. Prior to the processing of any and all payments to the Contractor pursuant to this Contract, compliance with Maplewood Finance Department regulations on the completion and filing of W-9 forms and other IRS and Minnesota Department of Revenue taxing forms is required.

ARTICLE V

Indemnification

HealthEast agrees to indemnify and hold City of Maplewood, its city's officers, contractors, employees and agents harmless from any liability claims, damages, costs, judgments or expenses resulting directly or indirectly from any act or commission or omission upon the part of HealthEast, its agents, employees or contractors in the performance of services provided by this Agreement and against all loss by reason of failure of HealthEast to fully perform in any respect, all obligations under this Agreement.

City of Maplewood agrees to indemnify and hold HealthEast, its agents, employees or contractors harmless from any liability claims, damages, cost judgments or expenses resulting directly or indirectly from any act or commission or omission upon the part of HealthEast, its agents, employees or contractors in the performance of services provided by this Agreement and against all loss by reason of failure of HealthEast to fully perform in any respect, all obligations under this Agreement. The duty of City of Maplewood to indemnify and hold harmless is subject to the limitations, defenses and immunities in Minn. Stat. Chapter 466 which shall apply and which are incorporated herein.

ARTICLE VI

Insurance

The City of Maplewood agrees to list HealthEast as an additional insured on its insurance policy with the League of Minnesota Cities, but only with respect to advising City of Maplewood as its Medical Director and supporting continuing medical education.

ARTICLE VII

Term and Termination

7.1 **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, which is through December 31, 2014. This Agreement will be for an initial three (3) year term with the option by City of Maplewood to renew for two successive three (3) year terms.

7.2 **Termination.** This Agreement may be terminated as follows:

- A. By HealthEast or City of Maplewood, without cause, by giving written Sixty day (60) notice of the intent to terminate the Agreement.
- B. By HealthEast or City of Maplewood, with cause, by giving thirty days (30) notice of the intent to terminate the Agreement.

- C. By HealthEast or City of Maplewood, immediately in the event of a material breach or default of this Agreement by the other party which is not cured within thirty (30) days of notice of such default.

ARTICLE VIII

Miscellaneous

8.1 Data Practices Act. HealthEast shall comply with the requirements of the Minnesota Government Data Practices Act (the "Act") with respect to the services to be provided under this Agreement. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated, except as authorized or required by the Act either during the Term of this Agreement or thereafter. Any data supplied to the City of Maplewood by HealthEast during the term of this Agreement shall be administered in accordance with the provisions of the Act regardless of any internal classifications assigned to the data by HealthEast. HealthEast shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act.

8.2 Protected Health Information. HealthEast may use and/or disclose protected health information in providing the services under this Agreement. The parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Regulations**") 45 C.F.R. Parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") as it is currently drafted and as it may be subsequently updated, amended, or revised. The Addendum attached hereto as Schedule 5.3 is incorporated into this Agreement, and sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, HealthEast from or on behalf of City of Maplewood will be handled between HealthEast and City of Maplewood and with third parties during the term of this Agreement and after its expiration or termination.

8.3 Assignability. This Agreement is a personal services contract and shall not be assignable by HealthEast.

8.4 Modification. This Agreement may be amended or modified at any time by mutual written agreement of HealthEast and City of Maplewood.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between City of Maplewood and HealthEast with respect to the matters addressed herein.

8.6 Governing Law. This Agreement is made in and shall be construed under the laws of the State of Minnesota.

8.7 Severability. If any provision of this Agreement is found to be unenforceable by any court all other provisions of this shall remain in effect. If any provision of this

Agreement is held unenforceable by Minnesota Statute or Rules, including but not limited to those of Minn. Stat. § 144E, such provision shall be modified to conform to such statutes or rules. All other provisions of this Agreement remain in full force and effect.

8.8 Medicare Sanctions or Exclusion. Each party hereby represents and warrants that it is not and at no time has been sanctioned or excluded from participation in any federally funded health care programs, including Medicare and Medicaid. Each party shall immediately notify the other party if it or any of its employees and sanctioned or excluded from any federally funded health care program, including Medical or Medicaid, or threatened with the same. If either party or any of its employees is sanctioned or excluded from participation in any federally funded health care program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a party is in breach of this requirement, this Agreement shall automatically terminate as of the effective date of such sanctions, exclusion or breach.

8.9 No third Party Beneficiaries. Nothing in this Agreement is intended to create or creates any enforceable legal rights of third-party beneficiaries or individuals or entities other than the parties hereto.

8.10 Nondiscrimination. During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

8.11 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered personally to a designated agent of the party to whom the notice is directed, or mailed by overnight mail or registered or certified mail return receipt requested, postage prepaid, addressed as shown below, or to such other address as the parties may from time to time provide. Any notice hereunder shall be deemed effective when personally delivered or when deposited postpaid in a United States mailbox or post office.

If to City

City of Maplewood
18320 East County Road B
Maplewood, MN 55109
Attn: Assistant Fire Chief/EMS

If to HealthEast

St. Johns Hospital
1575 Beam Ave.
Maplewood, MN 55109
Attn: Scott North

CITY OF MAPLEWOOD

By: [Signature]
Its Mayor

And: [Signature]
Its City Administrator ~~ACTING CITY MANAGER~~

Approved as to form:

[Signature] 09/07/10
City Attorney

HealthEast Care System

By: [Signature]

Its: [Signature]

1132366.1

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: February 19, 2014
SUBJECT: Approval of Cancellation of the May 26, 2014 City Council Meeting
Due to Memorial Day Holiday

Introduction

The second regularly scheduled city council meeting for the month of May falls on May 26, 2014, which is Memorial Day an observed legal holiday and City Hall is closed.

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

A. Regular

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

It has been determined that there are not time sensitive matters that would call for the need for the May 26th meeting to be rescheduled and is recommending canceling the second meeting of the month of May.

Budget Impact

None

Recommendation

Staff recommends the cancellation of the May 26, 2014 city council meeting due to Memorial Day Holiday and that the meeting not be rescheduled. Upon approval, staff will properly post the cancellation to notify the public.

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Michael Martin, AICP, Planner
Melinda Coleman, Assistant City Manager

DATE: February 21, 2014

SUBJECT: Approval of Resolution of Support for Sherman and Associates'
Application for Ramsey County Community Development Block Grant
Funds

Introduction

Sherman and Associates will be applying for funds from Ramsey County's Community Development Block Grant/Home Investment Partnership program. If awarded, the grant funds would be applied to the second phase of the Maplewood Bowl redevelopment project. Phase two would consist of 65 units of senior independent housing. The county requires a resolution from the city supporting the grant application. Council support of the resolution does not provide any land use approvals of the project. Consideration of land use approvals will occur later this year or in early 2015 as Sherman and Associates proceeds with the project.

Budget Impact

None.

Recommendation

Approve the attached resolution supporting Sherman and Associates application to Ramsey County's Community Development Block Grant/Home Investment Partnership program.

Attachments

1. Resolution of Support

**RESOLUTION OF SUPPORT FOR SHERMAN AND ASSOCIATES' APPLICATION FOR
RAMSEY COUNTY COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG)/HOME
INVESTMENT PARTNERSHIP FUNDS IN 2014 FOR THE REDEVELOPMENT OF THE
MAPLEWOOD BOWL SITE, 1955 ENGLISH STREET**

WHEREAS, 1955 English Street, the former Maplewood Bowl site, in the city of Maplewood was identified by the City as a potential mixed use redevelopment site in the Gladstone Neighborhood; and

WHEREAS, the City's Gladstone Neighborhood Master Plan and 2030 Comprehensive Plan support the redevelopment of the Maplewood Bowl site; and

WHEREAS, Sherman Associates, a reputable Twin Cities housing developer, has proposed to build approximately 55 units of family housing in Phase I, 65 units of senior independent housing in Phase II and 6,000 square feet of commercial retail space in Phase III.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maplewood, Minnesota, that the City Council of the City of Maplewood hereby supports and strongly recommends funding to Sherman Associates for the redevelopment of 1955 English Street with the goal to redevelop the site into mixed use housing options with commercial amenities that will significantly improve the Gladstone Neighborhood.

_____ by the City Council of the City of Maplewood, Minnesota this 24th day of February, 2014.

MEMORANDUM

TO: R. Charles Ahl, City Manager

FROM: Michael Thompson, City Engineer/Director of Public Works
Steven Love, Assistant City Engineer
Jon Jarosch, Civil Engineer II

DATE: February 18, 2014

SUBJECT: Approval of Resolution Accepting Assessment Roll and Ordering Assessment Hearing for March 24, 2014, Arkwright-Sunrise Area Street Improvements, Project 12-09

Introduction

Final plans and specifications for the above referenced project have been completed and are ready to be advertised for bids. The bid opening for this project is tentatively proposed for 10:00 a.m., Thursday, March 13, 2014. The council will consider awarding the construction contract on March 24, 2014 after conducting the assessment hearing. At this time, the council will consider accepting the assessment roll and calling for an assessment hearing for March 24, 2014 prior to awarding the construction contract.

Background

Assessment rates are consistent with the City's assessment policies and the amount assessed must provide a benefit to the property that is equal to or greater than the assessed amount. An independent appraisal firm was hired to ascertain an opinion of the special benefit received by properties within the neighborhood project area. This information was used to set the proposed special benefit assessment amounts for the project area.

There are 137 assessable residential parcels within the Arkwright-Sunrise project area. Of these parcels, 14 are proposed to be assessed for new watermain installation. There are an additional 16 assessable residential parcels along Burr Street and Eldridge Avenue in the pavement rehabilitation project area. Based on the City of Maplewood's Special Assessment Policy, parcels will be assessed on an equal "unit" basis. The project assessment "unit" rates have been set based on the special benefit appraisal as follows:

- Residential
 - Area 1 Special Benefit Assessment Rate = \$4,125/unit
 - Full Reconstruction
 - Area 2 Special Benefit Assessment Rate = \$4,500/unit
 - Full Reconstruction (Slightly Larger Lots)
 - Area 3 Special Benefit Assessment Rate = \$1,900/unit
 - Pavement Rehabilitation
 - Watermain Assessment Rate = \$5,770/unit
 - Based on 2013 City of Maplewood Assessment Rates
 - For those properties on Burr Street north of Hendry Place

The proposed assessments for the Arkwright-Sunrise Area Street Improvements total \$695,105.00. A copy of the pending assessment roll is provided as a supplement to this report.

Discussion

Currently the project streets are in disrepair and there is little to no management of storm water runoff. The proposed project accounts for the full reconstruction of approximately 2.2 miles of streets including the replacement of the existing pavement surface, replacement of poor subgrade soils, addition of concrete curb and gutter, approximately 9,700 L.F. of water main replacement, 1,000 L.F. of new water main, sanitary sewer repairs and lining, extensive storm sewer installations, and raingarden installations.

Living Streets design concepts, the City's 2030 Comprehensive Plan, and significant input from the residents were utilized in the preparation of the final design. Also included is the construction of a bituminous trail along the south side of County Road B between Mississippi Street and Edgerton Street. On the north side of County Road B a concrete side walk will be constructed from McMenemy Street to Edgerton Street. A concrete sidewalk will also be included along the west side of Edgerton Street. This design addresses resident concerns while being consistent with the Comprehensive Plan and the Living Streets Policy in terms of sidewalk and trails.

In order to help protect the investment of Maplewood's infrastructure this project also includes the fog sealing of approximately 1.5 miles of residential streets.

Budget Impact

The project costs and funding sources, as outlined in the feasibility study, are still in order.

ESTIMATED PROJECT COST SUMMARY	
PROPOSED IMPROVEMENTS	TOTAL AMOUNT
STREET IMPROVEMENTS	\$3,034,000
SIDWALK IMPROVEMENTS	\$352,000
DRAINAGE IMPROVEMENTS	\$719,000
SANITARY SEWER IMPROVEMENTS	\$318,000
WATER SYSTEM IMPROVEMENTS	\$538,000
DRIVEWAY REPLACEMENT PROGRAM	\$35,000
TOTAL FUNDING	\$4,996,000

The funding sources, as outlined in the feasibility study are still in order. Prior to the awarding of bid, staff will review the results make a recommendation if a project budget adjustment is required.

APPROVED PROJECT BUDGET	
FUNDING SOURCE	PROJECT AMOUNT
G.O. IMPROVEMENT BONDS	\$2,529,000
RAMSEY COUNTY (SIDEWALKS & TRAILS)	\$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

Recommendation

It is recommended that the City Council approve the attached resolution for the Arkwright Sunrise Area Street Improvements, City Project 12-09, Accepting Assessment Roll and Ordering Assessment Hearing.

Attachments

1. Resolution Accepting Assessment Roll and Ordering Assessment Hearing
2. Project Location Map
3. Pending Assessment Roll

RESOLUTION
ACCEPTING ASSESSMENT ROLL AND ORDERING ASSESSMENT HEARING

WHEREAS, the Clerk and the City Engineer have, at the direction of the council, prepared an assessment roll for the Arkwright Sunrise Area Street Improvements, City Project 12-09, and the said assessment roll is on file in the office of the City Engineer.

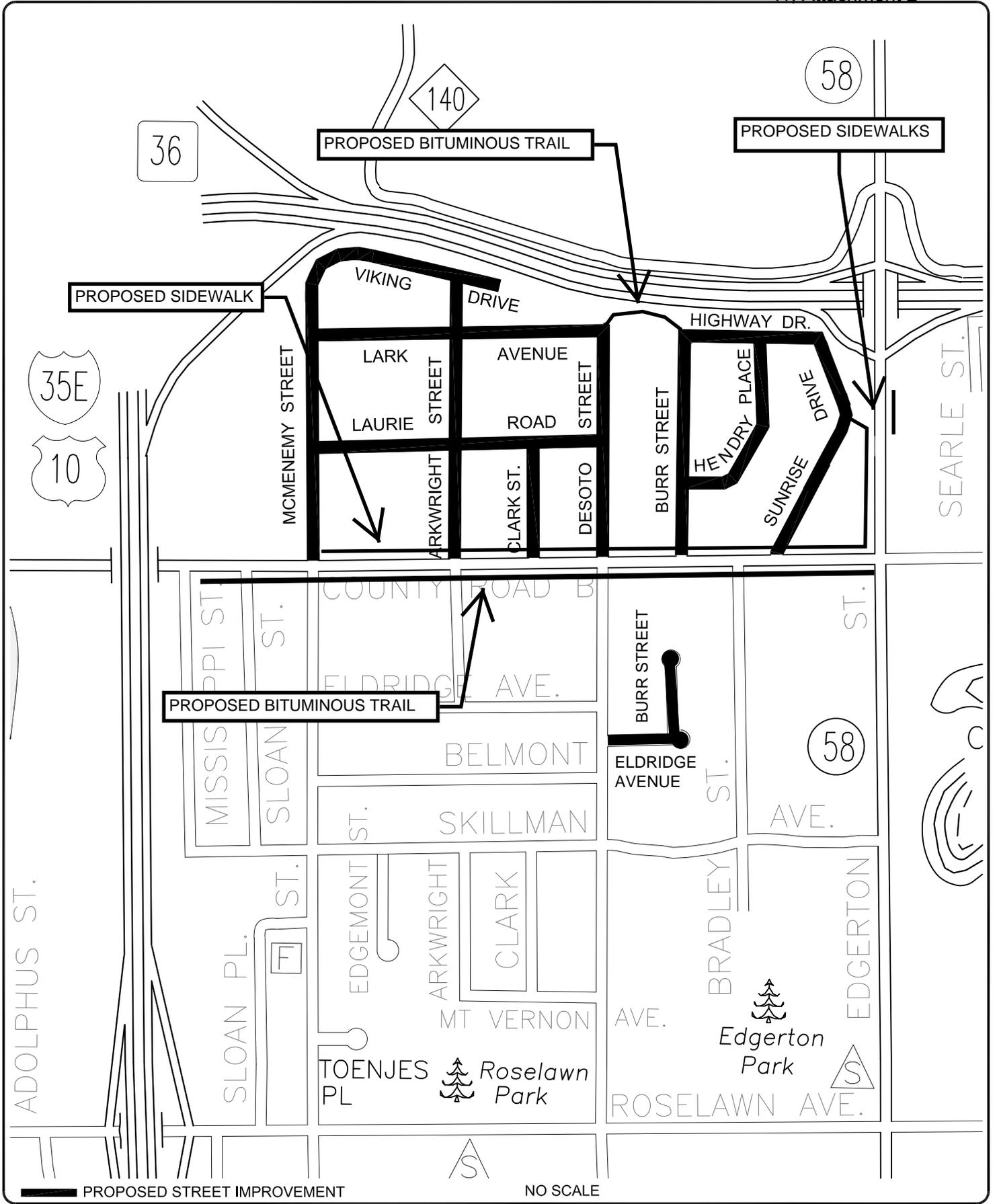
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MINNESOTA:

1. A hearing shall be held on the 24th day of March 2014, at the city hall at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessment to be published in the official newspaper, at least two weeks prior to the hearing, and to mail notices to the owner of all property affected by said assessment.

The notice of hearing shall state the date, time and place of hearing, the general nature of the improvement, the area to be assessed, that the proposed assessment roll is on file with the clerk and city engineer and that written or oral objections will be considered.

Approved this 24th day of February 2014.



PROPOSED SIDEWALK

PROPOSED BITUMINOUS TRAIL

PROPOSED SIDEWALKS

PROPOSED BITUMINOUS TRAIL

PROPOSED STREET IMPROVEMENT

NO SCALE

Arkwright/Sunrise Area Streets
 Project Location Map
 City Project 12-09



Pending Assessment Roll

Parcel ID	TAXPAYER	Street Number	Street	UNITS	FULL RECONSTRUCTION ASSESSMENT	MILL AND OVERLAY ASSESSMENT	WATERMAIN ASSESSMENT	TOTAL ASSESSMENT
082922330043	Frank R Carletta	2169	Arkwright St N	1	\$4,500			\$4,500
082922330042	William P Huddleson	2175	Arkwright St N	1	\$4,125			\$4,125
082922330035	Joseph J Fuenffinger	2176	Arkwright St N	1	\$4,125			\$4,125
082922330041	Shari Lowenthal	2183	Arkwright St N	1	\$4,125			\$4,125
082922330036	Anna Lisa Johansson	2184	Arkwright St N	1	\$4,125			\$4,125
082922330040	Harry H Koval	2191	Arkwright St N	1	\$4,125			\$4,125
082922330037	Sharon A Mottaz	2192	Arkwright St N	1	\$4,125			\$4,125
082922330039	Larry P Calhoun	2205	Arkwright St N	1	\$4,500			\$4,500
082922330052	Hieu Vo	2225	Arkwright St N	1	\$4,500			\$4,500
082922330012	Tou Moua	2238	Arkwright St N	1	\$4,125			\$4,125
082922330011	Daniel D Olson	2244	Arkwright St N	1	\$4,125			\$4,125
082922330083	Mayko Lee Lo	2250	Arkwright St N	1	\$4,125			\$4,125
082922330079	Rodwan N Nakshabandi	2255	Arkwright St N	1	\$4,125			\$4,125
082922330082	Pai Yang	2256	Arkwright St N	1	\$4,125			\$4,125
172922210049	Lambert W Motz	2078	Burr St N	1		\$1,950		\$1,950
172922210048	Scott L Price	2086	Burr St N	1		\$1,950		\$1,950
172922210039	Omar N Olson	2087	Burr St N	1		\$1,950		\$1,950
172922210047	Lenon Bean	2098	Burr St N	1		\$1,950		\$1,950
172922210040	Herbert E Douglas	2099	Burr St N	1		\$1,950		\$1,950
172922210046	Peng Yang	2104	Burr St N	1		\$1,950		\$1,950
172922210041	Rocklyn H Duerr	2105	Burr St N	1		\$1,950		\$1,950
172922210045	Mark E Simone	2112	Burr St N	1		\$1,950		\$1,950
172922210042	Anh Minh Dam	2113	Burr St N	1		\$1,950		\$1,950
172922210043	Thomas E Zappa	2119	Burr St N	1		\$1,950		\$1,950
172922210068	Barbara J Graf	2120	Burr St N	1		\$1,950		\$1,950
172922210044	Linden R Kissell	2126	Burr St N	1		\$1,950		\$1,950
082922340055	Shannon M Taggart	2181	Burr St N	1	\$4,125			\$4,125
082922340021	Teresa L Conway	2184	Burr St N	1	\$4,500			\$4,500
082922340054	George L Soler	2187	Burr St N	1	\$4,125			\$4,125
082922340053	Patrick Cokley	2195	Burr St N	1	\$4,125			\$4,125
082922340052	Kathleen A Youmans	2203	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340051	Christina Struntz	2209	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340039	Koua Thao	2214	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340050	John L Clifton	2221	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340040	Jeffrey A Chase	2222	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340049	Jan M Svendsen	2225	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340041	Kelsey J Degeoey	2228	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340048	Derek S Dougherty	2231	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340042	Cynthia Marie Bush	2238	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340047	Veronica H Engquist	2239	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340043	Richard J Wilson	2244	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340046	Nicholas A Smith	2245	Burr St N	1	\$4,125		\$5,770	\$9,895
082922340044	Soren G Sorenson	2250	Burr St N	1	\$4,125		\$5,770	\$9,895
082922330024	Chue T Vang	2168	Clark St N	1	\$4,125			\$4,125
082922330032	Kenneth E Newton	2175	Clark St N	1	\$4,125			\$4,125
082922330025	Katherine M Bourke	2176	Clark St N	1	\$4,125			\$4,125
082922330031	Juli A Kislinger Zaspel	2183	Clark St N	1	\$4,125			\$4,125
082922330026	Richard L Mcgrane	2184	Clark St N	1	\$4,125			\$4,125
082922330030	Brenda L Jones	2193	Clark St N	1	\$4,125			\$4,125
082922330027	Julie A L Lackner	2194	Clark St N	1	\$4,125			\$4,125
082922330029	Edward C Lunzer	2199	Clark St N	1	\$4,125			\$4,125
082922330028	Michael E Savard	2202	Clark St N	1	\$4,125			\$4,125
082922330085	Khai Van Dang	351	County Road B E	0.5	\$2,250			\$2,250
082922340017	Eugene F Picha	525	County Road B E	1	\$4,500			\$4,500
172922210053	Chuck Moua	2076	Desoto St N	1		\$1,950		\$1,950
082922340057	Joel R Millard	2166	Desoto St N	1	\$4,125			\$4,125
082922340058	Joshua Rand Barta	2174	Desoto St N	1	\$4,125			\$4,125
082922330022	Ryan T Dummann	2175	Desoto St N	1	\$4,125			\$4,125
082922330021	Sherri A McClure	2181	Desoto St N	1	\$4,125			\$4,125
082922340059	Bonnie M Peterson	2182	Desoto St N	1	\$4,125			\$4,125
082922340060	Michael D Urban	2188	Desoto St N	1	\$4,125			\$4,125
082922330020	Lisa M Ritland	2193	Desoto St N	1	\$4,125			\$4,125
082922340061	Robert M Prettyman	2196	Desoto St N	1	\$4,125			\$4,125
082922330019	Norman J Barrett	2201	Desoto St N	1	\$4,125			\$4,125
082922340062	Douglas R Bello	2204	Desoto St N	1	\$4,125			\$4,125
082922340063	Monica M Walton	2210	Desoto St N	1	\$4,125			\$4,125
082922340064	Kristoffer J Schlueter	2218	Desoto St N	1	\$4,125			\$4,125
082922340065	Brent M Bixby	2226	Desoto St N	1	\$4,125			\$4,125
082922340066	David R Lowery	2232	Desoto St N	1	\$4,125			\$4,125
082922340067	Betty R Johnson	2240	Desoto St N	1	\$4,125			\$4,125
082922330006	Roger A Clark	2243	Desoto St N	1	\$4,500			\$4,500
082922340068	Terrence L Mcging	2246	Desoto St N	1	\$4,125			\$4,125
172922210052	Mai Lee Yang	470	Eldridge Ave E	1		\$1,950		\$1,950
172922210051	Sovie Y Ly	478	Eldridge Ave E	1		\$1,950		\$1,950
172922210050	711 Building Holdings Llc	486	Eldridge Ave E	1		\$1,950		\$1,950
082922340022	Daniel J Shea	2190	Hendry Pl N	1	\$4,125			\$4,125
082922340023	William Dwe	2194	Hendry Pl N	1	\$4,500			\$4,500
082922340024	Perry J Shortridge	2196	Hendry Pl N	1	\$4,125			\$4,125
082922340038	W T Studtmann	2201	Hendry Pl N	1	\$4,125			\$4,125
082922340025	Thinh Van Tran	2202	Hendry Pl N	1	\$4,125			\$4,125
082922340037	Nghia Tran	2203	Hendry Pl N	1	\$4,500			\$4,500
082922340026	Judith A Roelofs	2208	Hendry Pl N	1	\$4,125			\$4,125
082922340027	Kenneth Petersen	2214	Hendry Pl N	1	\$4,500			\$4,500
082922340036	Mary Konicek	2215	Hendry Pl N	1	\$4,500			\$4,500
082922340028	Beverly J Wermus	2220	Hendry Pl N	1	\$4,125			\$4,125
082922340035	James L Mcdowell	2227	Hendry Pl N	1	\$4,125			\$4,125

Pending Assessment Roll

Parcel ID	TAXPAYER	Street Number	Street	UNITS	FULL RECONSTRUCTION ASSESSMENT	MILL AND OVERLAY ASSESSMENT	WATERMAIN ASSESSMENT	TOTAL ASSESSMENT
082922340029	Cynthia M Smith	2228	Hendry Pl N	1	\$4,125			\$4,125
082922340071	Casey W Clay	2235	Hendry Pl N	1	\$4,125			\$4,125
082922340030	Richard T Goar	2240	Hendry Pl N	1	\$4,125			\$4,125
082922340031	Charles R Devore	2242	Hendry Pl N	1	\$4,125			\$4,125
082922340070	Russell J Thomas	2243	Hendry Pl N	1	\$4,125			\$4,125
082922340033	Marian E Woodford	2251	Hendry Pl N	1	\$4,125			\$4,125
082922340069	Karl F Wittner	466	Highway Dr E	1	\$4,125			\$4,125
082922340045	David M Kermes	480	Highway Dr E	1	\$4,125		\$5,770	\$9,895
082922340032	Emma Tschida	534	Highway Dr E	1	\$4,125			\$4,125
082922330071	Thomas R Dooley	349	Lark Ave E	1	\$4,500			\$4,500
82922330060	Beverly Jane R Selander	358	Lark Ave E	1	\$4,500			\$4,500
082922330070	Robert J Effinger	359	Lark Ave E	1	\$4,125			\$4,125
082922330061	Richard J Lang	366	Lark Ave E	1	\$4,500			\$4,500
082922330069	James E Tomaszewski	367	Lark Ave E	1	\$4,125			\$4,125
082922330068	Mark A Lopez	375	Lark Ave E	1	\$4,125			\$4,125
082922330062	Alexander Kempe	376	Lark Ave E	1	\$4,500			\$4,500
082922330067	Douglas Saum	379	Lark Ave E	1	\$4,125			\$4,125
082922330063	Michael S Busse	384	Lark Ave E	1	\$4,500			\$4,500
082922330064	Jesse R Behnke	394	Lark Ave E	1	\$4,500			\$4,500
082922330002	Xee Xiong	415	Lark Ave E	1	\$4,125			\$4,125
082922330010	Grant R Farnsworth	416	Lark Ave E	1	\$4,500			\$4,500
082922330003	Nicholas J Svendsen	425	Lark Ave E	1	\$4,500			\$4,500
082922330009	Jessica Marie Lund	426	Lark Ave E	1	\$4,500			\$4,500
082922330004	Timothy K Asplund	431	Lark Ave E	1	\$4,125			\$4,125
082922330008	Alice M Wheaton	434	Lark Ave E	1	\$4,500			\$4,500
082922330007	444 Lark Avenue Llc	444	Lark Ave E	1	\$4,500			\$4,500
082922330005	Kim C Bowman	445	Lark Ave E	1	\$4,500			\$4,500
082922330057	Rennie Smith	347	Laurie Rd E	1	\$4,125			\$4,125
082922330056	Phet S Humdala	357	Laurie Rd E	1	\$4,500			\$4,500
082922330048	Kevin D Vnuk	358	Laurie Rd E	1	\$4,500			\$4,500
082922330055	Callie J Mcdermott	365	Laurie Rd E	1	\$4,500			\$4,500
082922330049	Sur La Rue Inc	374	Laurie Rd E	1	\$4,500			\$4,500
082922330054	Julie K Becker	375	Laurie Rd E	1	\$4,500			\$4,500
082922330050	Bavong Thao	380	Laurie Rd E	1	\$4,500			\$4,500
082922330053	John T Fitzpatrick	383	Laurie Rd E	1	\$4,500			\$4,500
082922330051	Richard J Chermak	384	Laurie Rd E	1	\$4,500			\$4,500
082922330013	Rennie Smith	407	Laurie Rd E	1	\$4,500			\$4,500
082922330038	Daniel L Brigley	410	Laurie Rd E	1	\$4,125			\$4,125
082922330014	Gary A Pundsack	415	Laurie Rd E	1	\$4,500			\$4,500
082922330015	James Edward Linell	425	Laurie Rd E	1	\$4,500			\$4,500
082922330016	Lawrence Brilla Trustee	433	Laurie Rd E	1	\$4,500			\$4,500
082922330017	Sierra Jade Arminen Funk	443	Laurie Rd E	1	\$4,500			\$4,500
082922330018	Doris Bauer	453	Laurie Rd E	1	\$4,500			\$4,500
082922330088	Kevin J Westphall	2178	Mcmenemy St	1	\$4,500			\$4,500
082922330087	Michael R Lessard	2190	Mcmenemy St	1	\$4,500			\$4,500
082922330086	Luke A Vestrum	2198	Mcmenemy St N	1	\$4,500			\$4,500
082922330058	Roger O White	2224	Mcmenemy St N	1	\$4,125			\$4,125
082922330080	Martin J Hayes	2234	Mcmenemy St N	1	\$4,125			\$4,125
082922330081	Donald W Hoff	2244	Mcmenemy St N	1	\$4,125			\$4,125
082922340016	David A Stark	2173	Sunrise Dr N	1	\$4,125			\$4,125
082922340015	Donald E Letourneau	2181	Sunrise Dr N	1	\$4,125			\$4,125
082922340014	Stacey Lou Kappes	2185	Sunrise Dr N	1	\$4,125			\$4,125
082922340013	Diane D Lewis	2193	Sunrise Dr N	1	\$4,125			\$4,125
082922340012	Beverly J Jacobson	2199	Sunrise Dr N	1	\$4,125			\$4,125
082922340011	Chad L Chaney	2205	Sunrise Dr N	1	\$4,500			\$4,500
082922340010	Donald P Meysenbourg	2217	Sunrise Dr N	1	\$4,500			\$4,500
082922340009	Charles J Kral	2227	Sunrise Dr N	1	\$4,125			\$4,125
082922340008	Donald E Haugen	2233	Sunrise Dr N	1	\$4,125			\$4,125
082922340007	Jeffrey Alan Hammer	2239	Sunrise Dr N	1	\$4,125			\$4,125
082922340006	Steven M Marier	2249	Sunrise Dr N	1	\$4,125			\$4,125
082922330076	Thomas R Dooley	0	Viking Dr E	1	\$4,125			\$4,125
082922330077	Federal Home Loan Mtg Assn	350	Viking Dr E	1	\$4,500			\$4,500
082922330073	Zang Her Thao	368	Viking Dr E	1	\$4,125			\$4,125
082922330074	Ryan P Giacomini	376	Viking Dr E	1	\$4,125			\$4,125
082922330075	Michael A Londo	380	Viking Dr E	1	\$4,125			\$4,125
082922330066	Jason D Macdonald	388	Viking Dr E	2	\$8,250			\$8,250
082922330078	Theresa M Mayette	396	Viking Dr E	1	\$4,125			\$4,125
TOTALS				136.5	\$583,125	\$31,200	\$80,780	\$695,105

ASSESSMENT RATES:

RESIDENTIAL - AREA 1 SPECIAL BENEFIT ASSESSMENT RATE = \$4,125 PER UNIT

RESIDENTIAL - AREA 2 SPECIAL BENEFIT ASSESSMENT RATE = \$4,500 PER UNIT

RESIDENTIAL - AREA 3 SPECIAL BENEFIT ASSESSMENT RATE = \$1,950 PER UNIT

NOTE: THE ABOVE ASSESSMENT RATES ARE BASED UPON SPECIAL BENEFIT APPRAISALS

WATERMAIN ASSESSMENT RATE = \$5,770 PER UNIT (CASH CONNECTION CHARGE + WATER SERVICE WITH NEW MAIN)

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: H. Alan Kantrud, City Attorney

DATE: February 18, 2014

SUBJECT: Approval of Logan Property Acquisition Settlement Agreement, TH 36/English Street Interchange Improvements, City Project 09-08

Introduction

The council is being asked to approve the attached property acquisition settlement agreement for the property located at 2228 Maplewood Drive (Roger Logan Property).

Discussion

This matter was the subject of your closed session at the February 10, 2014 council meeting. The basic terms were given preliminary approval for the acquisition of the full site from RNI, Inc., the owners of the property that the Keller Lake Convenience Store is located on. As was discussed, the City only required a portion of the property for the reroute of the frontage road off Highway 61 as part of the City's TH36 and English Interchange Project (that part of the Keller Lake Convenience Store property shown in green on the attached map), but the parties have been diligently working towards the acquisition of the full-site.

As part of the condemnation of the portion of the property that was required for the road project, the City determined the value of that taking to be \$210,000.00, which has been paid to the owners as part of the initial taking to allow the project to proceed. After lengthy discussions and negotiation, the owners have agreed to deed the entire property to the City for an additional \$490,000.00, for a full acquisition price of \$700,000.00.

As part of the TH36 and English Interchange Project the City has acquired a parcel of land from MnDot as right-of-way turn-back. Additionally, the City has acquired a parcel of land from Menards. These two parcels and the Keller Lake Convenience Store parcel are shown on the attached map. The map also indicates how these properties will be replatted. It is the City's intention to prepare these parcels for redevelopment. This will generally include the demolition and cleanup of the existing Keller Lake Convenience Store site along with the replatting of the three parcels into a developable parcel. The attached map shows the area, in green, that will be dedicated as public right-of-way. A public drainage and utility easement will be established over the area shown in blue. The area shown in red represents the proposed developable parcel of land. A market price will be determined as this process takes place. Once that is accomplished, the City would transfer ownership to the EDA for marketing as a development parcel.

The settlement agreement is attached which stipulates further terms of the transfer.

Budget Impact

This acquisition is part of the overall Highway Project and final budget impact will not be determined until other partners (i.e., MnDOT) have committed to final dollar amounts. A more thorough financing discussion will be held in March.

Recommendation

It is recommended that the council approve the attached Property Acquisition Settlement Agreement with RNI, Inc., related to the property at 2228 Maplewood Drive as part of City Project 09-08. It is further recommended to authorize the mayor, city manager, and city attorney to sign the Property Acquisition Settlement Agreement signifying council approval.

Attachment

1. Property Acquisition Settlement Agreement
2. Location Map

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into as of the ____ day of February, 2014 (“Effective Date”), between The City of Maplewood (“City”) and Respondent Roger & Naomi, Inc. (“RNI”) (collectively the “Parties”).

RECITALS

- A. The City commenced an eminent domain action against RNI, as well as other Respondents, as noted in their Petition on file with the Ramsey County, District Court, Court File No. 62-CV-12-4970, for the partial taking of real property owned by RNI (the “Action”).
- B. The City has paid RNI the sum of \$210,000.00 as and for partial compensation for the taking.
- C. RNI has asserted claims in the Action which include, among other items, the entire property owned by RNI has been constructively taken and the business destroyed.
- D. The legal description of the entire parcel owned by RNI is described on Exhibit A (“the Property”).
- E. The City and RNI wish to settle all claims between them in order to avoid further costly litigation by entering into this agreement providing for a complete acquisition of the land and building owned by RNI and a resolution of related claims in return for covenants and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. **RECITALS.** The parties agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **PURCHASE AND SALE.** In return for the payment provided herein, RNI agrees to sell and the City agrees to purchase the Property on an AS-IS basis.

3. **SETTLEMENT.** The City shall pay RNI and RNI agrees to accept in full settlement of all claims the sum of \$490,000.00.

4. **ALLOCATION.** The agreed upon payment shall be allocated as follows:

4.1	Real Estate	\$327,755.16
4.2	Loss of going concern per Minn. Stat. §117.186	77,468.54
4.3	Loss/damages per Minn. Stat. §117.031	34,830.00
4.4	Statutory Interest / Relocation	<u>49,946.30</u>
	Settlement amount:	\$490,000.00

5. **PAYMENT.** Payment of the settlement funds less sum deposited in the Ramsey County District Court as provided in Paragraph 8.

6. **ASSESSMENTS.** The City shall assume liability for all pending and levied assessments against the Property

7. **QUIT CLAIM DEED / CLOSING DOCUMENTS.** Upon receipt of payment described in paragraph 2 herein, RNI will execute and deliver a Quit Claim Deed to the Property in favor of Petitioner in recordable form as well as such other documents as may be reasonably required to implement the terms and conditions of this Agreement.

8. **ESCROW DEPOSIT / INDEMNITY.** One-hundred fifty thousand dollars (\$150,000.00) of the settlement proceeds shall be deposited with the Ramsey County District Court Administrator as security to satisfy the lien of mortgage in favor of Marlin Eitland

recorded in the office of the Ramsey County Recorder under Document No. 4280987 (“Mortgage”) RNI shall indemnify and hold harmless the City from claims for payment to satisfy the lien against the Property under the Mortgage.

9. **CLOSING.** Closing shall be February 28, 2014 at 10:00 a.m. CST at a location mutually acceptable to the parties.

10. **COSTS AND LEGAL FEES.** Each party shall be solely responsible for all of its their respective costs, including attorneys’ fees and disbursements, incurred by each in connection with the condemnation and the negotiation and the execution of this Agreement.

11. **RELEASE OF CLAIMS BY RNI:** Effective as of the Effective Date, RNI and any affiliated or related person, entity, agent, attorney, director, officer, shareholder, member, owner, partner, employee, representative, insurer, assign, and successor, and all of the respective assigns, successors, heirs, executors, administrators, and legal personal representatives of each of the foregoing hereby releases, waive, acquit and forever discharges Petitioner and any related person, and any related person, entity (including without limitation the Petitioner), agent, attorney, director, officer, shareholder, member, partner, employee, representative, insurer, assign, and successor, and all of the respective assigns, successors, heirs, executors, administrators, and legal personal representatives of each of the foregoing from any actions, causes of action, suits, controversies, damages, claims, demands, contracts, duties, obligations, liabilities, debts, costs, expenses, and losses of every kind and nature whatsoever, whether known or unknown, fixed or contingent, asserted or unasserted, in law or in equity, including those that relate to in any way or arise from the condemnation action, or the claims, facts, circumstances, transactions, events, occurrences, acts, omissions, or failures to act, of whatever

kind or character whatsoever, alleged, referred to, alluded to, or reflected in, or which could have been alleged.

12. RELEASE OF CLAIMS BY PETITIONER: Effective as of the Effective Date, Petitioner hereby releases, waived, acquits and forever discharges RNI and any related person, and any related person, entity agent, attorney, director, officer, shareholder, member, partner, employee, representative, insurer, assign, and successor, and all of the respective assigns, successors, heirs, executors, administrators, and legal personal representatives of each of the foregoing from any actions, causes of action, suits, controversies, damages, claims, demands, contracts, duties, obligations, liabilities, debts, costs, expenses, and losses of every kind and nature whatsoever, whether known or unknown, fixed or contingent, asserted or unasserted, in law or in equity, including those that relate to in any way or arise from the condemnation action, or the claims, facts, circumstances, transactions, events, occurrences, acts, omissions, or failures to act, of whatever kind or character whatsoever, alleged, referred to, alluded to, or reflected in, or which could have been alleged in, the Action or by reason of transfer of the Property.

13. AUTHORITY TO BIND PARTY. The person signing this Agreement on behalf of each party represents and warrants that such person has the full right and authority to enter into this Agreement on behalf of such party and to fully bind such party to the terms and obligations of this Agreement.

14. ADVICE OF COUNSEL. Each Party hereby represents, warrants and agrees that such party has received competent and independent legal advice of counsel about the meaning and legal effect of this Agreement, and about the advisability of making the agreements provided for herein and fully understands the same.

15. **FURTHER ASSURANCES.** Each Party hereby agrees to take such other and further actions and to execute such other documentation as may be required to carry out the intent and purposes of this Agreement.

16. **ATTORNEYS' FEES.** In the event that any Party breaches this Agreement and the enforcement of this Agreement or recovery of damages for breach hereof is obtained by law or legal proceedings through an attorney at law, all costs of collection or enforcement, including reasonable attorneys' fees, shall be paid by the party found to be in breach to the prevailing Party.

17. **GOVERNING LAW.** This Agreement shall in all respect be governed by, and construed in accordance with the laws of the State of Minnesota.

18. **INVALIDITY.** If any portion of this Agreement is determined to be invalid or unenforceable such invalid portion will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect. Should any portion of this Agreement be deemed invalid for reason of unreasonable scope, the parties stipulate to the narrowing such portion to a reasonable scope by the ultimate trier of fact.

19. **CONSTRUCTION OF AGREEMENT.** Each party acknowledges that it has had the opportunity to negotiate modifications to the language of this Agreement. Accordingly, each party agrees that in any dispute regarding the interpretation or construction of this Agreement, no presumption will operate in favor of or against any party hereto by virtue of its role in drafting or not drafting the terms and conditions herein.

20. **COUNTERPARTS; SIGNATURES.** This Agreement may be executed in several counterparts and all counterparts so executed shall constitute the agreement of the parties notwithstanding that they are not signatories to the original or to the same counterparty. A

counterpart may be delivered via telecopy and the telecopy received will be deemed to be an original.

21. **ENTIRE UNDERSTANDING.** This Agreement contains the entire understanding of the parties hereto. No change, modification or waiver of any of the provisions of this Agreement will be binding unless signed by an authorized representative of the Party against whom the same is sought to be enforced.

In witness whereof, the parties hereto have caused this Settlement Agreement and Mutual Release to be executed by their duly authorized representative as of the Effective Date.

Roger & Naomi, Inc.

City of Maplewood

By: _____
Roger Logan
Its: President

By: _____
Its: _____

APPROVED AS TO FORM:

H. Alan Kantrud (#281086)
Maplewood City Attorney
1830 County Road B, East
Maplewood, MN 55109
Phone: 651-249-2052

ATTORNEY FOR PETITIONER

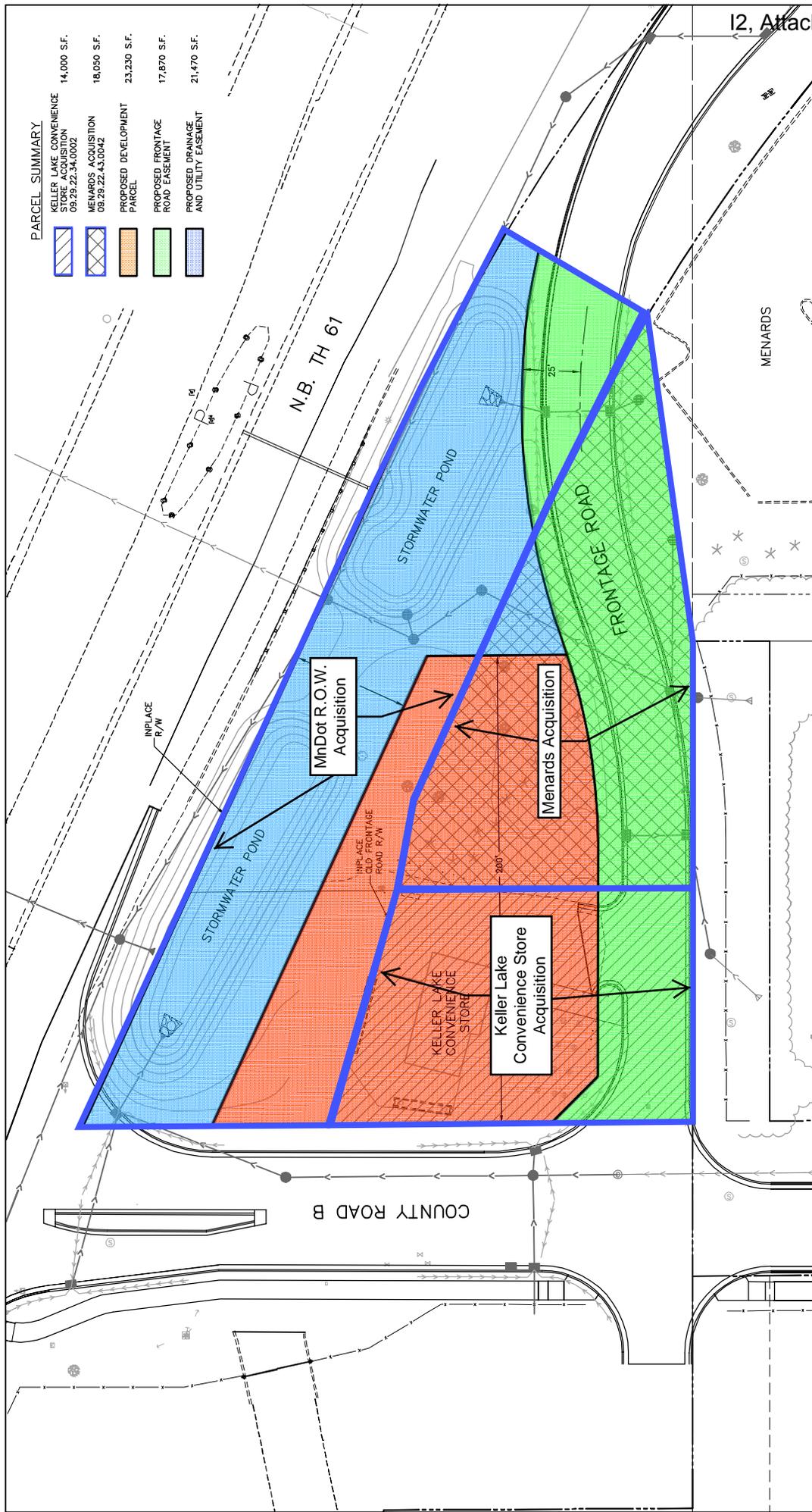
John Paul Martin (#68068)
MARTIN & SQUIRES, P.A.
332 Minnesota Street, Suite W2750
St. Paul, MN 55101
Phone: 651-767-3743

ATTORNEY FOR ROGER &
NAOMI, INC.

EXHIBIT A

That part of the East Half of the East Half of the Southwest Quarter of Section 9, Township 29 North, Range 22 West, Ramsey County, Minnesota, described as follows:

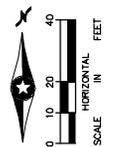
Commencing at the intersection of the east line of said Southwest Quarter and a line parallel with, distant 100.00 feet north of the north right of way line of County Road B; thence South 89 degrees 18 minutes 48 seconds West, assumed bearing, along a line parallel with, distant 100 feet north of the north right of way line of County Road B 35.00 feet; thence South 00 degrees 09 minutes 33 seconds East, parallel to the east line of said Southwest Quarter 80.00 feet; thence South 44 degrees 34 minutes 37 seconds West 28.42 feet to the north right of way line of said County Road B; thence North 89 degrees 18 minutes 48 seconds East, along said north right of way line 55.00 feet to the east line of said Southwest Quarter; thence North 00 degrees 09 minutes 33 seconds West, along said east line 100.00 feet to the point of beginning.



PARCEL SUMMARY

	KELLER LAKE CONVENIENCE STORE ACQUISITION 08.29.22.34.0002	14,000 S.F.
	MENARDS ACQUISITION 08.29.22.43.0042	18,050 S.F.
	PROPOSED DEVELOPMENT PARCEL	23,230 S.F.
	PROPOSED FRONTAGE ROAD EASEMENT	17,870 S.F.
	PROPOSED DRAINAGE AND UTILITY EASEMENT	21,470 S.F.

HIGHWAY 36/ ENGLISH STREET
INTERCHANGE IMPROVEMENTS
CITY PROJECT NO. 09-08
KELLER LAKE CONVENIENCE STORE PROPERTY



City of Maplewood, Minnesota
 Department of Public Works
 Engineering Division

Kimley-Horn and Associates, Inc.
 200 UNIVERSITY AVE. SUITE 1200
 ST. PAUL, MINNESOTA 55105
 TEL: (612) 542-1000
 FAX: (612) 542-1001

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MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: February 19, 2014
SUBJECT: Approval of an Off-Sale Intoxicating Liquor License for A-1 Liquors, 19 Century Avenue

Introduction

Staney Leroy Jackson has submitted an application for an off-sale intoxicating liquor license for J & M Concessions, doing business as A-1 Liquors, located at 19 Century Avenue.

Background

A background check has been conducted on Mr. Jackson, the sole proprietor and manager of A-1 Liquors; nothing has been identified that would prohibit him from holding this license.

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

Budget Impact

None

Recommendation

Staff recommends that the City Council approve an off-sale intoxicating liquor license for J & M Concessions, doing business as A-1 Liquors at 19 Century Avenue.

Attachments

None

MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Lois Knutson, Senior Administrative Assistant
DATE: February 13, 2014
SUBJECT: Approval of Resolution Supporting the Move MN Campaign

Introduction

The council will consider approval of a resolution supporting the Move MN Campaign.

Discussion

Move MN is a growing and diverse coalition dedicated to starting to erase Minnesota's transportation deficit by securing a comprehensive transportation funding package during the 2014 legislative session. New funding will enable Minnesota agencies to properly maintain and improve transportation assets that expand access and opportunity for all and create living wages.

Several Minnesota mayors and cities are sending a message to legislators that the key to economic competitiveness for communities all across the state is to invest in transportation. At least 26 mayors and 11 cities are asking legislators to make transportation a priority in 2014.

Maplewood would be the 12th city to officially adopt a resolution in support of this effort. More information about the Move MN Campaign and Coalition can be found at <http://movemn.org/>

The group emphasizes that the current transportation system puts the state's long-term economic health and quality of life at risk. According to Move MN:

Minnesota's current transportation system adversely affects our economic competitiveness and quality of life. Minnesota is expected to add more than 350,000 new jobs and more than 1 million people by 2020 but is still losing Millennials to cities with accessible transit.

The state will not have enough funding to maintain the current transportation system, or fund critical improvements or expansions, for the next 20 years. Delay will only increase the cost of addressing the problem. New funding will enable the state to properly maintain and improve transportation assets that expand access and opportunity for all and create living wage jobs.

To accommodate this growth and better serve the current population here, we must act now for the multi-modal transportation needs of today and the future.

Budget Impact

No budget impacts to the City.

Recommendation

It is recommended that the council adopt the attached Resolution Supporting the Move MN Campaign and their efforts to make transportation a priority in 2014.

Attachment

1. Resolution

RESOLUTION FOR SUPPORT OF THE MOVE MN CAMPAIGN

WHEREAS, the City of Maplewood supports efforts for a new state-wide comprehensive transportation funding package to address Minnesota's \$ 50 billion transportation deficit; and

WHEREAS, the City of Maplewood agrees that transportation investments provide benefits beyond new infrastructure, but also create jobs, build economic competitiveness, and improve the quality of life for all Minnesotans by enabling the state to properly maintain and improve transportation assets that expand access and opportunity for all; and

WHEREAS, the City of Maplewood affirms that to be effective, the new state-wide transportation funding package must be:

- Comprehensive, including funding for roads, highways, transit, bicycle and pedestrian facilities throughout Minnesota.
- Balanced across transportation modes and between Greater Minnesota and the Twin Cities Metropolitan Area, serving all Minnesotans equitably.
- Sustainable, including long-term solutions that will grow with the economy to meet the state's growing transportation needs.
- Dedicated to transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maplewood, Minnesota, that the City Council of the City of Maplewood hereby supports the Move MN Campaign:

Adopted by the City Council of the City of Maplewood, Minnesota this 24th day of February, 2014.

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Karen Guilfoile, Director Citizen Services
Paul Schnell, Police Chief

DATE: February 18, 2014

SUBJECT: Approval of the July 4th Light It Up Special Event Permit

Introduction

To celebrate the 50th year anniversary of the city, in June of 2007, the city had its first Taste of Maplewood event. The event has changed over the years and in 2012, at the request of citizens, the council directed staff to reinstitute the annual July 4th celebration including a fireworks display. The last two years the event has grown and been a wonderful community event.

Background

At the October 28, 2013 city council meeting council approved a Resolution of Support for the event so that planning could begin. Chief Schnell and I have met with the Dog House Bar and Grill owners that are participating by providing the band for the event and will be the only vendor providing adult beverages.

This event is permitted as a special event and will be conditioned with the following requirements:

Alcohol service and consumption is limited to a designated area. Prevailing City ordinances and/or applicable Minnesota statutes shall apply to City park property outside the designated alcohol service area.

To minimize risk of underage alcohol access, over-serve, and unsafe use persons attending the event are prohibited from bringing in coolers.

Alcohol service locations *must* be staffed during all hours of business operation by vendor provided security personnel and/or vendor employees. Event security personnel are expected to immediately report to the Maplewood Police Department any disorderly conduct, or criminal behavior that may affect the safety of the event organizers, attendees, or the surrounding community.

Vendor provided security personnel need not be uniformed, but must wear some type of shirt/outerwear that readily identifies them as SECURITY.

Identification checks must be made by City licensed alcohol vendor for this special event to ensure compliance with the Minnesota alcohol consumption possession statutes. The

approved vendor will use a consistently applied wrist band system to aid in the identification of persons of legal and condition for alcohol service. Under no circumstance will City of Maplewood staff perform pre-service alcohol identification checks.

Recommendation

Direct staff to implement the conditions of the special event permit for the July 4th Light It Up event as outlined in this report.

MEMORANDUM

TO: City Council
FROM: Charles Ahl, City Manager
DATE: February 18, 2014
SUBJECT: Council Calendar Update

Introduction/Background

This item is informational and intended to provide the Council an indication on the current planning for upcoming agenda items and the Work Session schedule. These are not official announcement of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars. No action is required.

Upcoming Agenda Items & Work Session Schedule

1. Council – Management Retreat – March 5th, 8:30 am to 4:30 pm
2. No Work Session – March 10
3. MCC Strategy – March 24 [45 min]
4. Parks Survey Results – March 24 [60 min]
5. EDA Meeting – March 24
6. Possible Work Session – April 7 on Urban Land Institute Development Options
7. Commissioner Interviews – April 14
8. Presentation of Retreat Report – April 14
9. Roles of City Council in Emergency Management – April 28
10. Ramsey – Washington Metro Watershed District Presentation – April 28
11. EDA Meeting – April 28
12. CAFR 2013 Auditor Presentation – May 12
13. Cancel second meeting in May; Memorial Day Conflict

Budget Impact

None.

Recommendation

No action required.

Attachments

None.

MEMORANDUM

TO: City Council

FROM: Charles Ahl, City Manager

DATE: February 18, 2014

SUBJECT: Council – Management Retreat Agenda

Introduction/Background

The Council will be conducting their annual retreat on Wednesday, March 5th at the Central Fire Station No. 2 [Gladstone] beginning at 8:30 am. It is anticipated that the retreat will last through the day and adjourn at 4:30 pm.

The City Manager and Department Heads have been invited to attend and will be presenting information to the City Council. A copy of the draft agenda is attached.

Themes for Retreats from previous years have been:

- 2010 = Restore Maplewood Reputation
- 2011 = Address Major Financial Issues and Implement Financial Sustainability
- 2012 = Implement Public Safety Facilities
- 2013 = Unite Council - Management Staff on Goals through "Tell Our Story" as a Priority

The 2014 Retreat Theme is anticipated to be Vision, Redevelopment, Resource Stewardship.

Budget Impact

None.

Recommendation

No action required.

Attachments

1. Draft Retreat Agenda

AGENDA

COUNCIL/MANAGEMENT TEAM PLANNING RETREAT

Wednesday March 5, 2014

8:30 am - 4:30 pm

8:30 - 8:45 - Coffee, and Meet n Greet

8:45 - 9:30 - View and Discuss "Trip to Abilene" Video [Break as needed]

9:30 - 9:45 - Presentation of Agenda - (overview of direction/theme from past four years: Communication/Good Government/Restoring reputation of Maplewood, FD/Expansion of City Hall/PD) - Barb intro

9:45 - 12:00 - Staff Presentations: Departmental Presentations on Accomplishments/Challenges/ Future Vision and Priorities (15 minutes each) -

- o Police - Paul
- o Finance - Gayle
- o Environment and Economic Development - Melinda
- o Public Works - Michael
- o Fire - Steve
- o Parks and Recreation - Dewey
- o Citizen Services - Karen
- o IT - Mychal
- o Administration [HR, Safety, Wellness, Green] - Chuck

12:00 - 12:30 - Lunch

12:30 - 1:30 - Wrap up Department Visions - Chuck

- o Discussion on Attorney Contracts
- o 2012-14 Goal Progress

1:30 - 2:15 - Goals and Priorities Going Forward [Break as needed]

- o Council Comments and Values Discussion

2:15 - 3:45 - Strategic Topics: Issues, Options/ Direction, and Parameters

- o From City Council Comments
- o Develop Consensus on 2015 - 2017 Goals

3:45 - 4:15 - Identify Obstacles to consider in reaching Goals and priorities

- o Financial Stewardship / Efficiency evaluation = difficult choices

4:00 - 4:30 Wrap - Summarize

Adjourn

Facilitated by Barbara K. Strandell

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