

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, March 23, 2015  
City Hall, Council Chambers  
Meeting No. 06-15

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

Mayor's Address on Protocol:

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

**D. APPROVAL OF AGENDA**

**E. APPROVAL OF MINUTES**

1. Approval of March 9, 2015 City Council Workshop Minutes
2. Approval of March 9, 2015 City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

1. Approval of the 2014 Heritage Preservation Commission Annual Report
2. Approval of Proclamation to Establish September 29, 2015 as the Maplewood Day Without Violence
3. Approval of Proclamation for 2015 Mayors' Day of Recognition for National Service
4. Approval of Proclaiming Arbor Day

**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 a Final Plat, Sherwood Parkview, 2240 Hazelwood Street North
3. Approval of a Conditional Use Permit Review, CarMax, Mogren Retail Addition
4. Approval to Authorize Ramsey County to Perform 2015 Street Striping
5. Authorize Purchase of Bituminous Materials for 2015
6. Approve Emergency Generator Replacement Purchase for the 1902 Building
7. Approval of a Temporary Gambling Permit for the Church of the Presentation of the Blessed Virgin Mary
8. Access to Criminal Justice Data Networks and E-Charging
  - a) Approval of Resolution - State of Minnesota Joint Powers Agreements with the City of Maplewood on Behalf of its City Attorney
  - b) Approval of Court Data Services Amendment to CJDN Subscriber Agreement
  - c) Approval of State of Minnesota Joint Powers Agreement with the Criminal Justice Agency

**H. PUBLIC HEARINGS**

1. Approval of First Reading Amending the Ordinance Regulating On-Sale Intoxicating Liquor Licenses – Section 6-122 and Waiving Second Reading

**I. UNFINISHED BUSINESS**

None

**J. NEW BUSINESS**

1. Reschedule May 25, 2015 City Council Meeting
2. Approval of an On-Sale Intoxicating Liquor License for Goodrich Golf Course

**K. AWARD OF BIDS**

None

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

**M. ADMINISTRATIVE PRESENTATIONS**

1. Council Calendar Update

**N. COUNCIL PRESENTATIONS**

1. Review of City Manager Goals and Expectations for 2015 (No Report)

**O. ADJOURNMENT**

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

**RULES OF CIVILITY FOR OUR COMMUNITY**

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

**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
**MANAGER WORKSHOP**  
 6:00 P.M. Monday, March 9, 2015  
 Council Chambers, City Hall

**A. CALL TO ORDER**

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 6:02 p.m. by Mayor Slawik.

**B. ROLL CALL**

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

**C. APPROVAL OF AGENDA**

Councilmember Abrams moved to approve the agenda as submitted.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**D. UNFINISHED BUSINESS**

None

**E. NEW BUSINESS**

**1. Code Enforcement Annual Report**

City Manager Coleman introduced the staff report. Environmental and City Code Specialist Chris Swanson gave the staff report and answered questions of the council. Building Official Nick Carver and Police Chief Paul Schnell gave additional information.

**F. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 6:42 p.m.



**E. APPROVAL OF MINUTES****1. Approval of February 23, 2015 City Council Workshop Minutes**

Councilmember Abrams moved to approve the February 23, 2015 City Council Workshop Minutes as submitted.

Seconded by Councilmember Cardinal

Ayes – All  
Abstain – Councilmember Koppen

The motion passed.

**2. Approval of February 23, 2015 City Council Meeting Minutes**

Councilmember Juenemann noted a couple of typo corrections that were called into City Hall.

Councilmember Juenemann moved to approve the February 23, 2015 City Council Meeting Minutes as amended.

Seconded by Councilmember Abrams

Ayes – All  
Abstain – Councilmember Koppen

The motion passed.

**F. APPOINTMENTS AND PRESENTATIONS****1. Recognition of Don Regan, Recipient of Northwestern Financial Review Business Award**

This item was heard after agenda item F2.

Councilmember Koppen gave background information on Don Regan. Mayor Slawik read the Recognition of Mr. Regan.

**2. Approval of the 2014 Sustainability Annual Report**

Environmental Planner Finwall gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the 2014 Annual Sustainability Report.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**3. Approval of the 2014 Environmental and Natural Resources Commission Annual Report**

Molly Miller, Environmental and Natural Resources Commissioner gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the 2014 Environmental and Natural Resources Commission Annual Report.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

#### **4. Approval of the 2014 Community Design Review Board Annual Report**

Matt Ledvina, Community Design Review Board Chair gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the 2014 Community Design Review Board Annual Report.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

#### **5. Approval of the 2014 Code Enforcement Annual Report**

Environmental and City Code Specialist Swanson gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the 2014 Code Enforcement Annual Report.

Seconded by Councilmember Cardinal

Ayes – All

The motion passed.

#### **6. Gateway Corridor Project Update, Project 14-05**

City Engineer/Director of Public Works Thompson gave the staff report and answered questions of the council. Mayor Slawik gave additional information about the project.

### **G. CONSENT AGENDA**

Councilmember Juenemann requested agenda items G2, G5, G6, G7, G9 and G10 be highlighted.

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

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

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

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$ 551,582.19	Checks # 94525 thru # 94582 dated 02/24/15
\$ 552,649.68	Disbursements via debits to checking account dated 01/20/15 thru 01/23/15
\$ 503,228.81	Checks #94584 thru #94624 dated 03/03/15
\$ 354,214.03	Disbursements via debits to checking account dated 02/23/15 thru 02/27/15
<u>\$ 1,961,674.71</u>	Total Accounts Payable

PAYROLL

\$ 527,997.22	Payroll Checks and Direct Deposits dated 02/27/15
\$ 1,015.70	Payroll Deduction check # 9994450 thru #9994452 dates 02/27/15
<u>\$ 529,012.92</u>	Total Payroll
<u><u>\$ 2,490,687.63</u></u>	GRAND TOTAL

Seconded by Councilmember Koppen Ayes – All

The motion passed.

**2. Approval of Agreement for Use of Harvest Park for the 2015 Susan G. Komen Twin Cities 3-Day Event**

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

Councilmember Juenemann moved to approve the Agreement for Use of Harvest Park for the 2015 Susan G. Komen Twin Cities 3-Day Event.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

**3. Approval of a Temporary Lawful Gambling Permit for Carver Elementary PTO**

Councilmember Juenemann moved to approve the Temporary Lawful Gambling Permit for Carver Elementary PTO to be used on May 8, 2015 at 2680 Upper Afton Road.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

**4. Approval of a Temporary Lawful Gambling Permit for Minnesota Waterfowl-East Metro Chapter**

Councilmember Juenemann moved to approve the Temporary Lawful Gambling Permit for Minnesota Waterfowl-East Metro Chapter to be used on April 16, 2015 at 1946 English Street.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**5. Approval of Contract Partnership Agreement between the City of Maplewood and Cherrywood Pointe**

Parks & Recreation Director Konewko gave the staff report.

Councilmember Juenemann moved to approve the Contract Partnership Agreement with Cherrywood Pointe and authorize the City Manager to enter into said contract.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**6. Approval of the Spring Clean Up**

Environmental Planner Finwall gave the staff report.

Councilmember Juenemann moved to approve the 2015 Spring Clean-Up scheduled for Saturday, April 18, 2015 from 8:00 a.m. to 1:00 p.m. at Aldrich Arena, 1850 White Bear Avenue.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**7. Approval of Waterfest Sponsorship**

Environmental Planner Finwall gave the staff report.

Councilmember Juenemann moved to approve the Waterfest Sponsorship in the amount of \$1,000 to help support the Ramsey-Washington Metro Watershed District's Waterfest Event scheduled for May 30, 2015 at Lake Phalen in St. Paul.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**8. Approval of Resolution Supporting Dedicated State Funding for City Streets**



Councilmember Juenemann moved to approve the Resolution Supporting Dedicated State Funding for City Streets.

Resolution 15-3-1184  
SUPPORTING DEDICATED STATE FUNDING FOR CITY STREETS

WHEREAS, Minnesota contains over 141,000 miles of roadway, and over 22,500 miles—or 16 percent—are owned and maintained by Minnesota's 852 cities; and

WHEREAS, almost 85 percent of municipal streets are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

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

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

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

WHEREAS, city cost participation in state and county highway projects diverts resources from city-owned streets; and

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

WHEREAS, for every one dollar spent on maintenance, a road authority--and therefore taxpayers--save seven dollars in repairs; and

WHEREAS, cities need greater resources, including an additional dedicated state funding source for transportation, and flexible policies in order to meet growing demands for street improvements and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MAPLEWOOD that the City of Maplewood supports an omnibus transportation funding bill that provides additional dedicated state funding for city streets including funding that can be used for non-MSA city street maintenance, construction and reconstruction.

ADOPTED by the City of Maplewood this 9th day of March, 2015.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**9. Disposal of Fire Department Vehicles and Miscellaneous Equipment**

Fire Chief Lukin gave the staff report.

Councilmember Juenemann moved to approve the disposal of fire department vehicles and miscellaneous equipment.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

#### **10. Update on Removal/Sale of Unneeded Office Furniture**

City Manager Coleman gave the staff report.

#### **H. PUBLIC HEARING**

None

#### **I. UNFINISHED BUSINESS**

##### **1. Approval of Contract Partnership Agreement between the City of Maplewood and the YMCA**

Parks & Recreation Director Konewko gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the Contract Partnership Agreement with the YMCA.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

#### **J. NEW BUSINESS**

##### **1. Approval of Liquor License Manager for Rainbow Foods, Paula A. Thoreson**

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

Councilmember Abrams moved to approve Paula A. Thoreson, Liquor License Manager for Rainbow Foods, 2501 White Bear Avenue.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

##### **2. Tennis Sanitation's Annual Recycling Performance Review** **a. Approval of the 2014 Recycling Report** **b. Approval of the 2015 Recycling Work Plan**

Environmental Planner Finwall gave the staff report and answered questions of the

council. David Domack, General Manager at Tennis Sanitation addressed and answered questions of the council. Willie Tennis, Owner of Tennis Sanitation addressed and answered additional questions of the council.

Councilmember Juenemann moved to approve the 2014 Recycling Report.

Seconded by Councilmember Abrams                      Ayes – All

The motion passed.

Councilmember Abrams moved to approve the 2015 Recycling Work Plan.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

**3. Approval of a Transfer Agreement with Comcast and Midwest Cable/Greatland Connections and Approval of a Resolution Conditionally Granting the Consent to the Transfer of Control of the Cable Television Franchisee and Cable Television System From Comcast to Greatland Connections**

City Manager Coleman gave the staff report and answered questions of the council. Tim Finnerty, Executive Director for Ramsey/Washington Counties Cable Commission addressed the council to give additional information. Emmett Coleman, Vice President of Government Regulatory Affairs for Comcast in the Twin Cities Region addressed the council and gave additional information and answered questions.

Councilmember Koppen moved to approve the Transfer Agreement with Comcast and Midwest Cable/Greatland Connections.

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

The motion passed.

Councilmember Cardinal moved to approve the Resolution Conditionally Granting the Consent to the Transfer of Control of the Cable Television Franchise and Cable Television System from Comcast to Greatland Connections.

## Resolution 15-3-1185

A RESOLUTION CONDITIONALLY GRANTING THE CONSENT  
TO THE TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISEE  
AND CABLE TELEVISION SYSTEM FROM  
COMCAST CORPORATION TO GREATLAND CONNECTIONS, INC.

WHEREAS, Maplewood, Minnesota, ("Franchisor") is a Municipal Corporation;

WHEREAS, Comcast of Minnesota, Inc., ("Franchisee") operates a cable

television system (the “System”) in Maplewood pursuant to a franchise agreement, a March 9, 1995 Memorandum of Understanding, and the April 10, 2014 Settlement Agreement (the “Franchise Documents”); and

WHEREAS, the existing franchise agreement dated November 29, 1999, expired on November 28, 2014; and

WHEREAS, Section 10.5 of the Franchise requires the Franchisor’s prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

WHEREAS, Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation (“Comcast”); and

WHEREAS, Comcast, as the ultimate parent corporation of Franchisee, has agreed to divest and transfer the Franchisee, following its conversion to a limited liability company, and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the “Proposed Transaction”); and

WHEREAS, immediately following the closing of the Proposed Transaction, Midwest Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as “GreatLand” throughout; and

WHEREAS, Comcast filed a Federal Communications Commission Form 394 with the Franchisor on June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the “Transfer Application”); and

WHEREAS, under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Franchisor; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Franchisor or by the Ramsey Washington Suburban Cable Commission, including directing the representatives of the Franchisor to publicly filed and available information, and information posted to Comcast Corporation and other websites (the “Data Request Responses”); and

WHEREAS, Franchisee and GreatLand have signed a Transfer Agreement, dated for purposes of identification February 15, 2015, (the “Transfer Agreement”) binding on each of them, which sets forth certain agreements, guaranties, warrantied and conditions;

WHEREAS, based on that agreement, and in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc, Comcast, and GreatLand, to the Franchisor, RWSCC recommended, and Franchisor is willing to grant consent to the Proposed Transaction, so long as those representations are complete and accurate and the agreement becomes fully enforceable; and

WHEREAS, subject to the foregoing, the Franchisor's approval of the Proposed Transaction is therefore appropriate if the Franchisee will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal, and Franchisee has agreed that it will continue to be so responsible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MAPLEWOOD AS FOLLOWS:

Section 1. The Mayor of Maplewood is authorized to sign that certain Transfer Agreement on behalf of Franchisor

Section 2. The Franchisor's consent to and approval of the Transfer Application is hereby GRANTED in accordance with the Franchise, subject to the terms and conditions of the Transfer Agreement.

Section 3. This Resolution shall not be construed to grant or imply the Franchisor's consent to any other transfer or assignment of the Franchise or any other transaction that may require the Franchisor's consent under the Franchise Ordinances or applicable law. The Franchisor reserves all its rights with regard to any such transactions.

Section 4. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 5. The transfer of control of the Franchisee and Franchisee from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

Seconded by Councilmember Koppen

Ayes – Mayor Slawik, Council Members  
Abrams, Cardinal and Koppen

Nays – Councilmember Juenemann

The motion passed.

**4. Union Negotiations Discussion – Police Sergeants**  
**a. Intent to Close Meeting (§ 13D.03)**

This item was heard after Council Presentations.

**K. AWARD OF BIDS**

None

**L. VISITOR PRESENTATION**

1. John Schmahl

**M. ADMINISTRATIVE PRESENTATIONS**

**1. Council Calendar Update**

City Manager Coleman gave the update to the council calendar.

## **N. COUNCIL PRESENTATIONS**

### **1. Wrap up on the Multi Cultural Event**

Councilmember Abrams reported on the Multi Cultural Event that took place at the Maplewood Community Center on Thursday, February 26, 2015.

### **2. Cable Commission Update**

Councilmember Abrams gave a brief update on bylaws for the Cable Commission.

### **3. Former Mayor Les Axdahl**

Councilmember Cardinal mentioned that former Mayor Les Axdahl passed away on March 1, 2015 and services were held on Saturday, March 7, 2015 at Lakeview Lutheran Church.

### **4. Friends of the City Volunteer Coordinator**

Councilmember Cardinal announced that a volunteer coordinator is needed for the Friends of the City. City Manager Coleman will discuss it with the department heads to see if they can come up with some ideas.

### **5. Mayor's Roundtable on Sustainable Environment**

Mayor Slawik reported on the Mayor's Roundtable on Sustainability meeting she attended.

### **6. Senator Hearing on Transportation in Woodbury**

Mayor Slawik reported on the Senator Hearing on Transportation she attended that took place in Woodbury, MN.

### **7. Vento Trail**

Councilmember Juenemann reported on the calls she has been receiving about the Vento Trail and its impact with the Rush Line that is being proposed.

### **8. Union Negotiations Discussion – Police Sergeants a. Intent to Close Meeting (§ 13D.03)**

This item was moved from J4 to the end of Council Presentations.

Assistant City Manager/Human Resource Director Funk stated that the purpose of the closed session is to discuss the status of Labor Contract Negotiations.

Those present for the closed session were all member of the City Council, City Manager Coleman, Assistant City Manager/Human Resource Director Funk, and Police Chief Schnell.

Councilmember Juenemann moved to go into closed session for the purpose of discussing contract negotiations.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

Mayor Slawik reopened the council meeting at 10:43 p.m.

Assistant City Manager/Human Resource Director Funk gave a summary of the closed session and requested the council approve the Police Sergeants Contract.

Councilmember Koppen moved to approve the Police Sergeants Contract.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

**O. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 10:51 p.m.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Peter Boulay, Chair of the Heritage Preservation Commission

**DATE:** March 23, 2015

**SUBJECT:** Approval of 2014 Heritage Preservation Commission Annual Report

### Introduction

The Heritage Preservation Commission (HPC) approved their annual report on February 12, 2015, and submits it for council approval.

### Discussion

#### **2014 HPC ANNUAL REPORT**

##### Members

The HPC consists of seven members appointed by the city council. 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	04-30-17
Frank Gilbertson	09-09-13	04-30-16
Leonard Hughes	04-23-12	resigned Jan 2015
Brenda Rudberg	04-11-11	04-30-17

The staff liaison is 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 2014, the HPC held ten meetings.

##### Designated Sites as of December 31, 2014

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



One Property in the City is on the National Register  
 Owner: Ramsey County  
 Ramsey County Poor Farm Barn  
 2020 White Bear Ave, Maplewood, MN 55109

### Inventory of Historic Buildings

Maplewood maintains an inventory of historic homes, 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 Minnesota State Historic Preservation Office (SHPO):
  - The City of Maplewood HPC has demonstrated an active commitment per the Minnesota CLG Procedures Manual.
  - No new local designations were made in 2014. The HPC prepared criteria for a local designation program and will launch the program in 2015.
  - No renovation requests were submitted or reviewed for a site on the National Register.
  - No National Register nominations were commented on or submitted to the SHPO.
  - Commissioner Rudberg and Staff Liaison Gaynor attended the American Association of State and Local History annual conference (funded by CLG grant).
2. The HPC assisted consultants in conducting an Historic Context Study, by providing input and reviewing drafts. This project was financed with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society.
3. The HPC recommended Bob Jensen for the 2013 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.
4. The following guest speakers gave historical presentations at HPC meetings:
  - a. Maplewood Drive-In Theater, Pete Boulay
  - b. Old Betsy-Gladstone's First Fire Engine, Bob Jensen and Dick Juker
  - c. Oral Histories and Maplewood Volunteer Firefighter Oral History Project, Kate Cavett
  - d. Memory Groves, Bob Jensen
5. The HPC reviewed the following development or renovation proposals: Gladstone Phase II Improvements.
6. The HPC recognized the following demolished buildings in 2014:
  - 319 Bellwood Avenue, House, fire
  - 1285 Cope Avenue, Commercial building, site being redeveloped
  - 1560 County Road B, 12x12 gas house at John Glenn School, damaged by vehicle
  - 1800 Bradley Street, House
  - 1880 English Street, Mobile home
  - 2228 Maplewood Drive, Canopy demolished
  - 2480 Linwood Avenue, Pole barn

2650 Harvester, House and garage  
3094 White Bear Avenue, Commercial building, site being redeveloped

### Outside Activities

Several HPC members are also members of the Maplewood Area Historical Society and worked collaboratively on society events.

### 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.

### 2015 Goals

The HPC approved the following goals for 2015:

1. Develop brochure and procedures for Local Designation Program.
2. Compile list of properties that are most important to designate.
3. Obtain a grant and begin work on a survey of non-residential historic structures.
4. Obtain a grant and conduct archeological investigation at Fish Creek.
5. Partner with Maplewood Area Historical Society to research and develop materials on Maplewood history.
6. Plan a history project to be featured at Maplewood's 60th Anniversary in 2017.
7. Identify which recommendations in the Historic Context Study are most important to address in 2015 or 2016.
8. Nominate and recommend to council a recipient for the 2015 Heritage Award.
9. Tour a Maplewood historic site.

### Budget Impact

None

### Recommendation

Approve the 2014 Heritage Preservation Commission Annual Report.

### Attachments

None

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** March 16, 2015

**SUBJECT:** Approval of Proclamation to Establish September 29th, 2015 as the Maplewood Day Without Violence

**Introduction**

The organization, Day Without Violence, seeks to establish September 29th, 2015 (if not every year thereafter) as the Maplewood Day Without Violence. Establishing the Maplewood Day Without Violence is part of a coordinated effort to have each city within Minnesota establish a citywide day without violence on September 29th, followed by a statewide day without violence on September 30th, and the National Day Without Violence on October 1st. On October 2nd, the United States, along with the other countries of the world, will celebrate the U.N. International Day of Non-Violence, already established on October 2nd.

**Budget Impact**

None

**Recommendation**

It is recommended that the council approve a Proclamation for Maplewood Day Without Violence on September 29th, 2015.

**Attachments**

1. Proclamation

## PROCLAMATION

Whereas: Maplewood does not have a day to commemorate and encourage non-violence; and

Whereas: Other cities have established days/weeks to celebrate non-violence; and

Whereas: Maplewood values and strives for neighborhoods free from the harmful effects of violence; and

Whereas: Maplewood prides itself on being a leader and example to other communities; and

Whereas: Day Without Violence is committed to having each city within Minnesota proclaim a citywide day without violence on September 29th; and

Whereas: Day Without Violence is committed to having each state proclaim a statewide day without violence on or about September 30th; and

Whereas: Day Without Violence is committed to having the United States proclaim a nationwide day without violence on October 1st, to be known as the National Day Without Violence; and

Whereas: Minnesota, along with the rest of these United States, can join with other nations to celebrate, on October 2nd, the United Nations International Day of Non-Violence.

Now, Therefore, I, Nora Slawik, Mayor of Maplewood, do hereby proclaim Tuesday, September 29th, 2015, as the: Maplewood Day Without Violence.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Lois Knutson, Senior Administrative Assistant (on behalf of Mayor Slawik)

**DATE:** March 17, 2015

**SUBJECT:** Approval of Proclamation for 2015 Mayors' Day of Recognition for National Service

### **Introduction**

The nation's mayors are increasingly turning to national service as a cost effective strategy to address city challenges. By unleashing the power of citizens, AmeriCorps and Senior Corps programs have a positive and lasting impact – making our cities better places to live.

To spotlight the impact of national service and thank those who serve, mayors across the country will participate in the second-annual **Mayors Day of Recognition for National Service** on April 7th, 2015. On this day, mayors will hold public events and use traditional and social media to highlight the value and impact of national service to the nation's cities. Last year, 832 Mayors representing nearly 100 million citizens participated in the inaugural Mayors Day of Recognition for National Service.

The City of Maplewood will proclaim April 7th, 2015, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city; to thank those who serve; and to find ways to give back to their communities.

### **Budget Impact**

None

### **Recommendation**

It is recommended that the council adopt a Proclamation for 2015 Mayors' Day of Recognition for National Service on April 7th, 2015.

### **Attachments**

1. Proclamation



## PROCLAMATION

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, national service participants address the most pressing challenges facing our cities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, national service participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 7, 2015.

THEREFORE, BE IT RESOLVED that I, *Nora Slawik*, Mayor of Maplewood, Minnesota do hereby proclaim April 7, 2015, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city; to thank those who serve; and to find ways to give back to their communities.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

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

**DATE:** March 23, 2015

**SUBJECT:** Approval of Proclaiming Arbor Day

### **Introduction**

Arbor Day is observed throughout the United States and the world as a day to celebrate trees. Maplewood has scheduled an Arbor Day celebration for Saturday, May 16, 2015. Staff requests that the City Council proclaims May 16, 2015 as Arbor Day in Maplewood.

### **Discussion**

National Arbor Day is the last Friday of April, but each state and community varies the date to coincide with planting times. In Minnesota, the month of May is Arbor Month. Minnesota communities observing Arbor Day typically schedule celebrations in late April or in May.

Maplewood has scheduled an Arbor Day celebration for Saturday, May 16, 2015. This year's celebration is in partnership with Maplewood Area Historical Society (MAHS) and will feature the historic groves that were planted in Keller Regional Park. A description of the event is attached (Attachment 1). In 2014, Councilmember Cardinal found a rock and plaque for the Washington Memorial Grove that had been missing for many years. MAHS researched the story of the groves and staff from the county, city, and city of St. Paul visited the area to see if any of the old groves remained. At the Arbor Day celebration, city officials will rededicate the plaque, plant a disease-resistant elm tree, and the public will explore the story of the old groves.

Trees provide numerous benefits to individuals and to the community. They reduce erosion, provide shade, cut heating and cooling costs, moderate temperature, clean the air, produce oxygen, provide habitat for wildlife, and provide wood and paper products. Trees increase property values and enhance the beauty of our community.

An Arbor Day proclamation supports the city's sustainability initiatives and encourages residents to value, plant, and care for trees. A proclamation is also one of the requirements for being designated a Tree City USA. Maplewood has been designated a Tree City each year since 2011, and will continue to reapply annually.

### **Recommendation**

Staff requests that the City Council approves the resolution proclaiming May 16, 2015 as Arbor Day in Maplewood.

### **Attachments**

1. Arbor Day Event Description
2. Arbor Day Proclamation

## **ARBOR DAY HISTORY MYSTERY**

**The case of the Missing Elm Grove – Who (or What) Done It?**

**Saturday, May 16, 11:00 am - 12:00 noon**

**FREE! Fun for families, history buffs, tree lovers, and wanna-be detectives**

**At KELLER REGIONAL PARK**

**Meet at Golfview Picnic Shelter, On Highway 61, ½ mile north of Frost Avenue**

May 16th is Arbor Day in Maplewood and there's a tree history mystery brewing. The Case of the Missing Elm Grove—Who (or What) Done It? Come try to solve the mystery. Start at the Golfview Picnic Shelter and walk the trail (about 1/3 mile) to the location of the long-gone grove. Along the way, gather clues, learn about trees, and discover the story of Maplewood's historic tree groves. At the old grove site participate in a brief ceremony at 11:30 to rededicate the Memory Grove plaque.

Stay after the ceremony to learn how to plant a disease-resistant elm, ask a naturalist your tree questions, chat with members from the Historical Society, or enjoy the park and trail on your own. This event is sponsored by the City of Maplewood and Maplewood Area Historical Society. For map and the history behind the mystery, see: [www.ci.maplewood.mn.us/treemystery](http://www.ci.maplewood.mn.us/treemystery). For more information: 651-249-2170.





## ARBOR DAY PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of topsoil by wind and water, cut heating and cooling costs, moderate temperatures, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for homes, fuel for fires, and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees are a source of joy and beauty,

NOW, THEREFORE, BE IT RESOLVED THAT, May 16, 2015, is hereby designated Arbor Day in the City of Maplewood.

Further, all citizens are encouraged to celebrate Arbor Day and support efforts to protect our trees and woodlands.

Adopted this 23rd day of March, 2015.

SIGNED:

WITNESSED:

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

\_\_\_\_\_  
Karen Haag, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

# MEMORANDUM

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** March 17, 2015  
**SUBJECT:** Approval of Claims

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

## ACCOUNTS PAYABLE:

\$ 300,019.96	Checks # 94626 thru # 94685 dated 03/03/15 thru 03/10/15
\$ 1,447,938.31	Disbursements via debits to checking account dated 03/02/15 thru 03/06/15
\$ 455,805.41	Checks #94686 thru #94730 dated 03/17/15
\$ 286,901.28	Disbursements via debits to checking account dated 03/09/15 thru 03/13/15
<u>\$ 2,490,664.96</u>	Total Accounts Payable

## PAYROLL

\$ 546,724.18	Payroll Checks and Direct Deposits dated 03/13/15
\$ 640.00	Payroll Deduction check # 9994478 thru #9994479 dated 03/13/15
<u>\$ 547,364.18</u>	Total Payroll
<u><u>\$ 3,038,029.14</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**

03/06/2015

Check	Date	Vendor	Description	Amount	
94626	03/03/2015	00604	GROUP HEALTH PLAN INC	TEMPORARY CONSTRUCTION EASEMENT	400.00
94627	03/04/2015	02464	US BANK	FUNDS FOR CITY HALL ATM	10,000.00
94628	03/10/2015	00120	AQUA LOGIC INC	POOL CHEMICAL	959.00
94629	03/10/2015	00131	ASPEN EQUIPMENT CO	RENTAL OF BUCKET TRUCK 2/18-3/17	3,600.00
94630	03/10/2015	01986	DANIEL BUSACK	REIMB FOR MEALS & BAGGAGE FEE	541.90
94631	03/10/2015	00283	CENTURY COLLEGE	FORCIBLE ENTRY DOOR	2,321.66
94632	03/10/2015	00305	MELINDA COLEMAN	REIMB FOR BOOKS, LEADERSHIP TRAIN	21.71
94633	03/10/2015	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 2/28 & 3/1	1,952.00
	03/10/2015	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 2/21 & 2/22	1,528.00
94634	03/10/2015	04272	PARAGON SOLUTIONS GROUP, INC.	SECURITY SYSTEM LICENSES	908.92
94635	03/10/2015	01546	SUBURBAN SPORTSWEAR	SHIRTS FOR LACROSSE CLINIC	330.00
94636	03/10/2015	01574	T A SCHIFSKY & SONS, INC	TRUCK WEIGHTS FOR SANDER CALIB	20.00
94637	03/10/2015	04845	TENNIS SANITATION LLC	RECYCLING FEE - FEBRUARY	38,936.75
94638	03/10/2015	04252	TOWMASTER TRUCK EQUIP. INC.	DUMP BODY, PLOW AND EQUIPMENT	102,232.00
94639	03/10/2015	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	172.90
94640	03/10/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	24,194.99
	03/10/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	15,703.55
	03/10/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	15,298.84
	03/10/2015	01190	XCEL ENERGY	GAS UTILITY	1,525.09
	03/10/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	919.32
	03/10/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	15.89
	03/10/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	15.43
94641	03/10/2015	01805	ZIEGLER INC.	REPAIRS TO WHEEL LOADER #701	2,277.08
94642	03/10/2015	00052	ADVANCED GRAPHIX INC	GRAPHICS APPLICATIONS - CAMERA	300.00
94643	03/10/2015	04848	AVESIS	MONTHLY PREMIUM - MARCH	217.41
94644	03/10/2015	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	110.80
94645	03/10/2015	04066	CONNECT ELECTRIC	ELECTRICAL REPAIRS	829.50
	03/10/2015	04066	CONNECT ELECTRIC	ELECTRICAL REPAIRS	715.00
	03/10/2015	04066	CONNECT ELECTRIC	ELECTRICAL REPAIRS	395.00
	03/10/2015	04066	CONNECT ELECTRIC	ELECTRICAL REPAIRS	320.00
94646	03/10/2015	00412	DONALD SALVERDA & ASSOCIATES	BOOKS LEADERSHIP GROUP D KONEWKO	195.78
	03/10/2015	00412	DONALD SALVERDA & ASSOCIATES	BOOKS LEADERSHIP GROUP J TAYLOR	114.84
94647	03/10/2015	04371	ELECTRO WATCHMAN INC.	FIRE STATION 2 MIGRATION/INSTALLATION	4,121.00
	03/10/2015	04371	ELECTRO WATCHMAN INC.	1902 S2 MIGRATION/INSTALLATION	3,049.60
	03/10/2015	04371	ELECTRO WATCHMAN INC.	FIRE STATION 3 MIGRATION/INSTALLATION	2,120.13
	03/10/2015	04371	ELECTRO WATCHMAN INC.	MCC S2 MIGRATION/INSTALLATION	2,051.15
94648	03/10/2015	03784	ENVIRONMENTAL SYS RES INST INC	SOFTWARE MAINT ARCVIEW/GIS SERVER	7,250.00
94649	03/10/2015	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - MARCH	244.14
94650	03/10/2015	05313	GRAPHIC DESIGN, INC.	BUSINESS CARD IMPRINTS	187.08
94651	03/10/2015	04846	HEALTHEAST	MEDICAL SUPPLIES	1,802.97
94652	03/10/2015	05476	JESSICA HUANG	SRVS FOR ART GRANT ASSISTANCE	1,191.00
94653	03/10/2015	02995	INTEGRATED LOSS CONTROL INC	INDOOR AIR QUALITY SAMPLE - PW	495.00
94654	03/10/2015	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#32	4,344.07
94655	03/10/2015	00827	L M C I T	CLAIM DEDUCTIBLE C0036320 (14/15)	1,068.47
94656	03/10/2015	00875	LOFFLER BUSINESS SYSTEMS	PRINTING SERVICES 01/01 - 03/31	4,818.00
94657	03/10/2015	05501	MIDWEST LANGUAGE SERVICES, INC	INTERPRETING SRVS CN 15-003882	347.60
94658	03/10/2015	01120	MUSKA LIGHTING CENTER	WIRE TEMP GENERATOR AT 1902	468.37
94659	03/10/2015	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - MARCH	480.00
94660	03/10/2015	05503	NET TRANSCRIPTS, INC.	AUDIO TRANSCRIPTION	561.60
94661	03/10/2015	00001	ONE TIME VENDOR	REFUND K GUSTAFSON HP BENEFIT	320.00
94662	03/10/2015	00001	ONE TIME VENDOR	REFUND V MOTZ TRANS MEDIC MW4838	132.12
94663	03/10/2015	00001	ONE TIME VENDOR	REFUND C BOSTWICK MCC PARTY	107.13
94664	03/10/2015	00001	ONE TIME VENDOR	REFUND A QUANBECK TRANS MEDIC	95.60
94665	03/10/2015	00001	ONE TIME VENDOR	REFUND H ALFVEBY HP BENEFIT	80.00
94666	03/10/2015	00001	ONE TIME VENDOR	REFUND HI TECH ELECTRICAL PERMIT	33.00

94667	03/10/2015	05493	PEDIATRIC EMERGENCY STANDARDS	HANDTEVY PELICAN BOX-PEDIATRIC EMS	5,364.65
94668	03/10/2015	02010	RAMSEY CO ATTORNEY'S OFFICE	20% OF VEHICLE & CASH FORFEITURE	1,775.80
94669	03/10/2015	02008	RAMSEY COUNTY PUBLIC WORKS	SALT BRINE	265.20
94670	03/10/2015	03446	RICK JOHNSON DEER & BEAVER INC	DEER PICK UP - FEBRUARY	690.00
94671	03/10/2015	02001	CITY OF ROSEVILLE	PHONE SERVICE - JANUARY	2,757.70
	03/10/2015	02001	CITY OF ROSEVILLE	PHONE SERVICE - FEBRUARY	2,757.70
94672	03/10/2015	01418	SAM'S CLUB DIRECT	CONCESSIONS	261.74
	03/10/2015	01418	SAM'S CLUB DIRECT	CONCESSIONS	133.84
	03/10/2015	01418	SAM'S CLUB DIRECT	CONCESSIONS	62.28
	03/10/2015	01418	SAM'S CLUB DIRECT	MCC SUPPLIES	8.58
94673	03/10/2015	03879	SANSIO	EMS FEES - MARCH	738.67
94674	03/10/2015	05502	SNAKE DISCOVERY	SPEAKER FOR NC FEB 28TH	100.00
94675	03/10/2015	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	2,124.26
94676	03/10/2015	01836	ST PAUL, CITY OF	WIRELESS/RMS SRVS - FEB	3,698.44
	03/10/2015	01836	ST PAUL, CITY OF	STREET LIGHT REPAIR KENNARD/LEG	621.45
	03/10/2015	01836	ST PAUL, CITY OF	STREET LIGHT REPAIR KENNARD/LEG	187.80
94677	03/10/2015	04440	STATE TREASURER'S OFFICE	10% OF VEHICLE & CASH FORFEITURE	887.90
94678	03/10/2015	01545	SUBURBAN RATE AUTHORITY	SRA ASSESSMENTS FIRST HALF 2015	1,600.00
94679	03/10/2015	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - FEBRUARY	1,783.20
94680	03/10/2015	05287	TACTICAL SOLUTIONS	TURNING FORKS FOR RADAR UNITS	30.00
94681	03/10/2015	05382	TURNING POINT CONSULTING GROUP	SALES REPRESENTATION 2/16 - 2/27	1,000.00
94682	03/10/2015	01669	TWIN CITIES TRANSPORT &	EQUIPMENT TOW	600.00
94683	03/10/2015	00063	VERIZON WIRELESS	MONTHLY PMT 01/17 - 02/16	9,568.11
94684	03/10/2015	01718	VIKING ELECTRIC SUPPLY INC.	PARTS FOR OUTLET - PW GARAGE	10.75
94685	03/10/2015	05013	YALE MECHANICAL LLC	REPLACE REGULATOR FIRE STATION #4	297.75
	03/10/2015	05013	YALE MECHANICAL LLC	WINTER MAINT MCC-THERMO DYNE	252.75

---



---

300,019.96

60 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>
3/2/2015	MN State Treasurer	Drivers License/Deputy Registrar	55,455.67
3/2/2015	US Bank Merchant Services	Credit Card Billing fee	79.94
3/2/2015	MN Dept of Revenue	MN Care Tax	1,098.02
3/2/2015	US Bank	Debt Service payments	862,961.24
3/2/2015	U.S. Treasurer	Federal Payroll Tax	98,708.19
3/2/2015	P.E.R.A.	P.E.R.A.	101,743.69
3/3/2015	MN State Treasurer	Drivers License/Deputy Registrar	64,012.95
3/3/2015	Pitney Bowes	Postage	2,985.00
3/3/2015	MidAmerica	HRA Flex plan	19,612.52
3/3/2015	MN State Treasurer	State Payroll Tax	20,270.48
3/3/2015	Labor Unions	Union Dues	3,734.18
3/4/2015	MN State Treasurer	Drivers License/Deputy Registrar	101,429.16
3/5/2015	MN State Treasurer	Drivers License/Deputy Registrar	44,043.79
3/5/2015	Delta Dental	Dental Premium	20,747.80
3/6/2015	MN State Treasurer	Drivers License/Deputy Registrar	48,732.33
3/6/2015	MN Dept of Natural Resources	DNR electronic licenses	1,013.00
3/6/2015	Optum Health	DCRP & Flex plan payments	1,310.35
			<u>1,447,938.31</u>

\*Detailed listing of VISA purchases is attached.

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

03/12/2015

Check	Date	Vendor	Description	Amount
94686	03/17/2015	05114 BOLTON & MENK, INC.	PROJ 14-02 CNTY RD B TRAIL IMPRV	5,475.00
94687	03/17/2015	05339 CHRIS MASTELL TRAILER RENTALS	TRAILER RENTAL - STORAGE	375.00
94688	03/17/2015	05028 ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-MARCH	397.00
	03/17/2015	05028 ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - MARCH	369.00
94689	03/17/2015	05504 MICHAEL S. FUNK	REIMB FOR ICMA MEMBERSHIP	966.40
94690	03/17/2015	00682 RON HORWATH	REIMB SUPPLIES & MDSE FOR RESALE	741.99
94691	03/17/2015	00393 MN DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - FEB 21883123035	1,052.28
94692	03/17/2015	05353 MANSFIELD OIL CO	CONTRACT GASOLINE - MARCH	9,816.94
	03/17/2015	05353 MANSFIELD OIL CO	CONTRACT DIESEL - MARCH	7,734.65
94693	03/17/2015	00932 MAPLEWOOD BAKERY	MDSE FOR RESALE	544.44
94694	03/17/2015	01933 MUNICIPAL CODE CORP	3/2015-2/2016 CODE ON INTERNET FEE	550.00
94695	03/17/2015	04244 NELSON AUTO CENTER	(4) 2015 FORD POLICE UTILITY INCEPTORE	106,335.80
94696	03/17/2015	01202 NYSTROM PUBLISHING CO INC	MAPLEWOOD LIVING & POSTAGE-MARCH	7,319.54
94697	03/17/2015	04192 TRANS-MEDIC	EMS BILLING - FEB	3,720.00
94698	03/17/2015	03334 UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	130.00
94699	03/17/2015	01190 XCEL ENERGY	ELECTRIC & GAS UTILITY	1,130.22
94700	03/17/2015	02880 ZAHL PETROLEUM MAINTENANCE CO	FUEL SYSTEM REPAIR - CITY HALL	484.11
94701	03/17/2015	05318 CAMPION, BARROW & ASSOCIATES	POST OFFER TESTING FOR PD	830.00
94702	03/17/2015	05160 JOSE D CARBAJAL	GUITAR LESSONS - SPRING 2015	266.40
94703	03/17/2015	00036 CHARITABLE GAMBLING	CHARITABLE GAMB - MN SO/MONARCHS	760.00
94704	03/17/2015	05369 CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	90.80
	03/17/2015	05369 CINTAS CORPORATION #470	CLEANING SUPPLIES - PARK MAINT	50.16
94705	03/17/2015	05507 COCA-COLA REFRESHMENTS	MDSE FOR RESALE	792.22
	03/17/2015	05507 COCA-COLA REFRESHMENTS	MDSE FOR RESALE	582.84
94706	03/17/2015	02263 HILLCREST ANIMAL HOSPITAL PA	BOARDING & DESTRUCTION FEES-FEB	146.78
94707	03/17/2015	04152 ISD 622 COMMUNITY EDUCATION	COOPERATIVE FACILITY USE AGREEMENT	28,391.07
94708	03/17/2015	05506 L E M A	AGENCY MEMBERSHIP	150.00
94709	03/17/2015	00827 L M C I T	WORK COMP QTR APRIL-JUNE 2015	114,351.75
	03/17/2015	00827 L M C I T	INSURANCE PREMIUM APRIL-JUNE 2015	55,581.25
94710	03/17/2015	00827 L M C I T	CLAIM DEDUCTIBLE C0030179	35,376.24
94711	03/17/2015	00857 LEAGUE OF MINNESOTA CITIES	CONFERENCE FEE N SLAWIK/M COLEMAN	250.00
	03/17/2015	00857 LEAGUE OF MINNESOTA CITIES	CONFERENCE FEE - N SLAWIK	85.00
94712	03/17/2015	00891 M A M A	MEMBERSHIP DUES - M COLEMAN	45.00
94713	03/17/2015	01088 MN POLLUTION CONTROL AGENCY	HAZARDOUS WASTE ANNUAL FEE	258.00
94714	03/17/2015	05505 NEIL NELSON & ASSOCIATES	TRAINING SEMINAR	3,000.00
94715	03/17/2015	00001 ONE TIME VENDOR	REFUND S HINSHON SAC 781 CENTURY	2,435.00
94716	03/17/2015	00001 ONE TIME VENDOR	REFUND C STEPANIAL TRANS MEDIC	268.00
94717	03/17/2015	00001 ONE TIME VENDOR	REFUND S FORMALWEAR BOOTH FEE	175.00
94718	03/17/2015	00001 ONE TIME VENDOR	REFUND T MCDONOUGH TRANS MEDIC	107.35
94719	03/17/2015	01345 RAMSEY COUNTY	HAZARDOUS WASTE LIC 5/2015-4/2016	292.14
94720	03/17/2015	01345 RAMSEY COUNTY	FILING OF EASEMENTS - FEB	276.00
94721	03/17/2015	04225 RAMSEY COUNTY AGRICULTURAL SOC	CHARITALBE GAMBLING RAMSEY CO FAIR	2,580.00
94722	03/17/2015	02008 RAMSEY COUNTY PUBLIC WORKS	BRIDGE SAFETY INSPECTIONS (3)	570.00
94723	03/17/2015	05338 REPUBLIC SERVICES #923	WASTE & RECYCLING SRVS - MARCH	965.45
94724	03/17/2015	01418 SAM'S CLUB DIRECT	MDSE FOR RESALE	48.00
94725	03/17/2015	01836 ST PAUL, CITY OF	PRINTING FEES FOR MARKETING	185.00
94726	03/17/2015	03598 PAUL THEISEN	REIMB FOR TUITION & BOOKS 1/5-2/28	1,950.70
94727	03/17/2015	01649 TRI-STATE BOBCAT, INC.	TOOLCAT 5600 G-SERIES	32,306.22
	03/17/2015	01649 TRI-STATE BOBCAT, INC.	RENTAL FEE FOR BRUSHCAT	247.50
94728	03/17/2015	02464 US BANK	PAYING AGENT FEES	450.00
	03/17/2015	02464 US BANK	PAYING AGENT FEES	450.00
	03/17/2015	02464 US BANK	PAYING AGENT FEES	450.00
	03/17/2015	02464 US BANK	PAYING AGENT FEES	425.00
94729	03/17/2015	05471 US FOODS	MDSE FOR SALES	919.17
	03/17/2015	05471 US FOODS	MDSE FOR RESALE	55.00

94730 03/17/2015 05013 YALE MECHANICAL LLC

BOILERS AND HOT WATER HEATERS

22,500.00

**45 Checks in this report.**

455,805.41



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

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
3/9/2015	MN State Treasurer	Drivers License/Deputy Registrar	25,848.13
3/10/2015	MN State Treasurer	Drivers License/Deputy Registrar	39,820.14
3/11/2015	MN State Treasurer	Drivers License/Deputy Registrar	40,369.27
3/11/2015	Delta Dental	Dental Premium	2,142.20
3/12/2015	MN State Treasurer	Drivers License/Deputy Registrar	36,959.78
3/13/2015	MN State Treasurer	Drivers License/Deputy Registrar	35,056.17
3/13/2015	MN Dept of Natural Resources	DNR electronic licenses	537.50
3/13/2015	US Bank VISA One Card*	Purchasing card items	50,101.52
3/13/2015	Optum Health	DCRP & Flex plan payments	3,202.40
3/13/2015	ICMA (Vantagepointe)	Deferred Compensation	4,151.00
3/13/2015	Voya - State Plan	Deferred Compensation	48,678.00
3/13/2015	MN State Treasurer	State Payroll Tax	35.17

---



---

286,901.28

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name	Current Default Accounting Code
02/28/2015	03/02/2015	UNIFORMS UNLIMITED INC.	\$11.50	CLINT ABEL	101-402-000-4240
02/25/2015	02/26/2015	DICK'S SPORTING GOODS619	\$89.98	MARKESE BENJAMIN	101-402-000-4240
02/26/2015	03/02/2015	ESRI INC	\$395.00	CHAD BERGO	703 118 000
02/27/2015	03/02/2015	COMO PARK ANIMAL HOSPITAL	\$220.81	BRIAN BIERDEMAN	101 402 000
02/23/2015	02/25/2015	JOHNNY'S SELECTED SEED	\$27.20	OAKLEY BIESANZ	101 604 000
02/26/2015	02/27/2015	OREILLY AUTO 00032565	\$4.60	RON BOURQUIN	101 404 000
02/20/2015	02/23/2015	DISPLAYS2GOCOM	\$84.84	NEIL BRENEMAN	602 611 001
02/24/2015	02/25/2015	MN RECREATION AND PARK A	\$831.00	NEIL BRENEMAN	602 611 001
02/25/2015	02/26/2015	FLAGHOUSE INC	\$86.99	NEIL BRENEMAN	602 611 001
03/03/2015	03/04/2015	DICK'S CLOTHING&SPORTING	\$171.36	NEIL BRENEMAN	602 611 001
03/04/2015	03/05/2015	MICHAELS STORES 2744	\$30.05	NEIL BRENEMAN	602 611 001
02/23/2015	02/24/2015	MENARDS MAPLEWOOD	\$28.83	TROY BRINK	101 502 000
02/23/2015	02/25/2015	TRI-STATE BOBCAT	\$79.60	TROY BRINK	101 502 000
02/26/2015	03/02/2015	TRI-STATE BOBCAT	(\$300.00)	TROY BRINK	101 502 000
03/03/2015	03/04/2015	U OF M CCE NONCREDIT	\$65.00	TROY BRINK	101 502 000
03/03/2015	03/04/2015	U OF M CCE NONCREDIT	\$75.00	TROY BRINK	101 502 000
02/21/2015	02/23/2015	MENARDS OAKDALE	\$34.55	JOHN CAPISTRANT	101-404-000-4120
02/23/2015	02/25/2015	NAPA STORE 3279016	\$48.37	JOHN CAPISTRANT	101-404-000-4120
02/26/2015	02/27/2015	ACT*10KLAKES	\$220.00	NICHOLAS CARVER	101 703 000
02/26/2015	02/27/2015	OVERHEAD DOOR COMP	\$343.90	SCOTT CHRISTENSON	101 115 000
03/02/2015	03/04/2015	THE HOME DEPOT 2801	\$71.84	SCOTT CHRISTENSON	101 115 000
03/03/2015	03/04/2015	HENRIKSEN ACE HARDWARE	\$52.98	SCOTT CHRISTENSON	101 115 000
03/03/2015	03/05/2015	TWIN CITY FILTER SERVICE	\$316.82	SCOTT CHRISTENSON	101 115 000
03/03/2015	03/05/2015	TWIN CITY FILTER SERVICE	\$307.60	SCOTT CHRISTENSON	101 115 000
03/04/2015	03/05/2015	WW GRAINGER	\$260.44	SCOTT CHRISTENSON	101 115 000
03/04/2015	03/06/2015	THE HOME DEPOT 2801	(\$16.74)	SCOTT CHRISTENSON	101 115 000
03/04/2015	03/06/2015	THE HOME DEPOT 2801	\$20.92	SCOTT CHRISTENSON	101 115 000
03/02/2015	03/04/2015	ADAM S PEST CONTROL INC	\$73.81	CHARLES DEAVER	101 604 000
03/05/2015	03/06/2015	G&K SERVICES AR	\$27.16	CHARLES DEAVER	101 604 000
03/03/2015	03/04/2015	U OF M CCE NONCREDIT	\$65.00	THOMAS DEBILZAN	101 502 000
02/20/2015	02/23/2015	HARBOR FREIGHT TOOLS 212	\$21.41	TOM DOUGLASS	602-614-000
02/23/2015	02/24/2015	FASTENAL COMPANY01	\$172.00	TOM DOUGLASS	602-614-000
02/23/2015	02/24/2015	STATE SUPPLY	\$183.36	TOM DOUGLASS	602-614-000
02/24/2015	02/25/2015	ZORO TOOLS INC	\$121.50	TOM DOUGLASS	602-614-000
02/25/2015	02/26/2015	COMMERCIAL POOL & SPA SUP	(\$95.69)	TOM DOUGLASS	602-614-000
02/25/2015	02/26/2015	COMMERCIAL POOL & SPA SUP	\$1,438.69	TOM DOUGLASS	602-614-000
02/26/2015	02/26/2015	SPORTSMITH	\$176.28	TOM DOUGLASS	602-614-000
02/26/2015	02/27/2015	VESSCO, INC.	\$345.36	TOM DOUGLASS	602-614-000
02/27/2015	03/02/2015	HENRIKSEN ACE HARDWARE	\$16.99	TOM DOUGLASS	602-614-000
03/02/2015	03/03/2015	HENRIKSEN ACE HARDWARE	\$13.17	TOM DOUGLASS	602-614-000
03/03/2015	03/04/2015	HENRIKSEN ACE HARDWARE	\$7.21	TOM DOUGLASS	602-614-000
03/03/2015	03/04/2015	PAYPAL *ALLAMERICAN	\$359.04	TOM DOUGLASS	602-614-000
03/03/2015	03/05/2015	AVAC CORPORATION	\$98.84	TOM DOUGLASS	602-614-000
03/03/2015	03/05/2015	THE HOME DEPOT 2801	\$16.97	TOM DOUGLASS	602-614-000
03/04/2015	03/06/2015	NUCO2	\$282.55	TOM DOUGLASS	602-614-000
03/04/2015	03/06/2015	NUCO2	\$200.95	TOM DOUGLASS	602-614-000
03/04/2015	03/06/2015	NUCO2	\$159.41	TOM DOUGLASS	602-614-000
03/04/2015	03/06/2015	NUCO2	\$233.65	TOM DOUGLASS	602-614-000
03/04/2015	03/06/2015	THE HOME DEPOT 2801	\$40.75	TOM DOUGLASS	602-614-000
02/28/2015	03/02/2015	MAGPUL INDUSTRIES CORP	\$275.24	MICHAEL DUGAS	101 402 000
03/02/2015	03/03/2015	BULLET PROOF ME	\$1,417.00	MICHAEL DUGAS	101 402 000
03/03/2015	03/04/2015	CRYE PRECISION LLC	\$761.68	MICHAEL DUGAS	101 402 000
03/03/2015	03/05/2015	LONDON BRIDGE TRADING COM	\$531.29	MICHAEL DUGAS	101 402 000
02/24/2015	02/26/2015	THE HOME DEPOT 2801	(\$22.06)	DOUG EDGE	101 502 000
02/24/2015	02/26/2015	THE HOME DEPOT 2801	\$22.06	DOUG EDGE	101 502 000
02/24/2015	02/26/2015	THE HOME DEPOT 2801	\$21.03	DOUG EDGE	101 502 000
02/25/2015	02/27/2015	THE HOME DEPOT 2801	\$29.79	DOUG EDGE	101 502 000
02/26/2015	02/27/2015	OXYGEN SERVICE COMPANY,	\$100.35	DOUG EDGE	101 502 000
03/03/2015	03/04/2015	U OF M CCE NONCREDIT	\$65.00	DOUG EDGE	101 502 000
02/24/2015	02/24/2015	CSI SOFTWARE POS	\$1,145.00	CHRISTINE EVANS	602-614-000-4110
02/21/2015	02/23/2015	COMCAST CABLE COMM	\$68.95	MYCHAL FOWLDS	703 118 000
02/24/2015	02/25/2015	LINE 1 PARTNERS INC	\$845.69	MYCHAL FOWLDS	703 118 000
02/24/2015	02/25/2015	LINE 1 PARTNERS INC	\$1,516.35	MYCHAL FOWLDS	703 118 000
02/24/2015	02/25/2015	ELECTRO WATCHMAN INC	\$555.80	MYCHAL FOWLDS	703 118 000
02/24/2015	02/27/2015	METRO SALES INC.	\$694.02	MYCHAL FOWLDS	703 118 000
02/25/2015	02/26/2015	VIMEO PRO	\$199.00	MYCHAL FOWLDS	703 118 000
03/02/2015	03/03/2015	PAYFLOW/PAYPAL	\$59.95	MYCHAL FOWLDS	703 118 000
02/25/2015	02/26/2015	AMAZON MKTPLACE PMTS	\$89.99	NICK FRANZEN	703 118 000
02/26/2015	02/27/2015	IDU*INSIGHT PUBLIC SEC	\$1,214.04	NICK FRANZEN	703 118 000
02/26/2015	02/27/2015	IDU*INSIGHT PUBLIC SEC	\$1,554.54	NICK FRANZEN	703 118 000
02/26/2015	02/27/2015	IDU*INSIGHT PUBLIC SEC	\$615.17	NICK FRANZEN	703 118 000
02/27/2015	03/02/2015	IDU*INSIGHT PUBLIC SEC	\$421.86	NICK FRANZEN	703 118 000

02/28/2015	03/02/2015	IDU*INSIGHT PUBLIC SEC	\$227.70	NICK FRANZEN	703 118 000
02/28/2015	03/02/2015	IDU*INSIGHT PUBLIC SEC	\$227.70	NICK FRANZEN	703 118 000
03/03/2015	03/04/2015	IDU*INSIGHT PUBLIC SEC	\$1,739.20	NICK FRANZEN	703 118 000
03/04/2015	03/05/2015	HP DIRECT-PUBLICSECTOR	\$1,062.54	NICK FRANZEN	703 118 000
03/04/2015	03/05/2015	IDU*INSIGHT PUBLIC SEC	\$1,043.52	NICK FRANZEN	703 118 000
03/01/2015	03/03/2015	MARSHALLS #0721	\$69.96	DEREK FRITZE	101-409-000-4240
03/01/2015	03/03/2015	VERIZON WRLS M7812-01	\$23.72	DEREK FRITZE	101-409-000-4240
02/24/2015	02/25/2015	AMAZON.COM	\$32.97	VIRGINIA GAYNOR	101 605 000
03/03/2015	03/04/2015	U OF M ARBORETUM OL	\$64.00	VIRGINIA GAYNOR	101 605 000
02/25/2015	02/26/2015	MENARDS OAKDALE	\$38.16	TAMARA HAYS	101-602-000
02/25/2015	02/27/2015	THE HOME DEPOT 2810	\$126.91	TAMARA HAYS	101-602-000
02/26/2015	02/27/2015	FASTENAL COMPANY01	(\$13.03)	TAMARA HAYS	101-602-000
02/26/2015	02/27/2015	FASTENAL COMPANY01	\$276.78	TAMARA HAYS	101-602-000
02/26/2015	02/27/2015	FASTENAL COMPANY01	\$20.59	TAMARA HAYS	101-602-000
02/26/2015	02/27/2015	HENRIKSEN ACE HARDWARE	\$3.99	TAMARA HAYS	101-602-000
02/26/2015	02/27/2015	MENARDS MAPLEWOOD	\$19.99	TAMARA HAYS	101-602-000
02/24/2015	02/25/2015	ALTAI BRANDS	\$88.00	STEVEN HIEBERT	101-402-000-4240
02/23/2015	02/24/2015	DAVIS LOCK & SAFE	\$0.30	TIMOTHY HOFMEISTER	101-402-000-4160
02/23/2015	02/24/2015	DAVIS LOCK & SAFE	\$30.00	TIMOTHY HOFMEISTER	101-402-000-4160
02/23/2015	02/25/2015	DAVIS LOCK & SAFE	(\$0.30)	TIMOTHY HOFMEISTER	101-402-000-4160
03/02/2015	03/04/2015	OFFICE DEPOT #375	\$42.83	TIMOTHY HOFMEISTER	101-402-000-4160
02/21/2015	02/23/2015	THE HOME DEPOT 2801	\$22.79	RON HORWATH	602 612 061
02/23/2015	02/23/2015	COMCAST CABLE COMM	\$325.89	RON HORWATH	602 612 061
02/26/2015	02/27/2015	CUB FOODS #1599	\$64.17	RON HORWATH	602 612 061
02/28/2015	03/02/2015	ARC*SERVICES/TRAINING	\$27.00	RON HORWATH	602 612 061
02/28/2015	03/02/2015	ARC*SERVICES/TRAINING	\$27.00	RON HORWATH	602 612 061
03/01/2015	03/02/2015	WEDDINGPAGES INC	\$335.84	RON HORWATH	602 612 061
02/20/2015	02/23/2015	KNOWLAN'S MARKET #2	\$20.85	ANN HUTCHINSON	101 604 000
02/25/2015	02/26/2015	PAWFECTON	\$4.99	ANN HUTCHINSON	101 604 000
03/03/2015	03/04/2015	USPS 26833800033400730	\$3.92	ANN HUTCHINSON	101 604 000
03/04/2015	03/05/2015	PAWFECTON	\$11.14	ANN HUTCHINSON	101 604 000
01/28/2015	02/23/2015	KOFFLER SALES CO.	\$1,585.26	DAVID JAHN	101 115 000
02/23/2015	02/24/2015	DALCO ENTERPRISES, INC	\$886.63	DAVID JAHN	101 115 000
02/24/2015	02/25/2015	DALCO ENTERPRISES, INC	\$164.80	DAVID JAHN	101 115 000
02/25/2015	02/27/2015	THE HOME DEPOT 2801	\$90.79	DAVID JAHN	101 115 000
03/05/2015	03/06/2015	STATE SUPPLY	\$454.89	DAVID JAHN	101 115 000
03/05/2015	03/06/2015	FEDEXOFFICE 00006171	\$270.32	AMANDA JASKOWIAK	101-402-000-4160
02/21/2015	02/23/2015	NAPA STORE 3279016	\$23.55	KEVIN JOHNSON	101 402 000
03/02/2015	03/04/2015	RED WING SHOE #727	\$199.74	DON JONES	101 502 000
03/03/2015	03/04/2015	U OF M CCE NONCREDIT	\$65.00	DON JONES	101 502 000
02/19/2015	02/23/2015	OFFICE DEPOT #1090	\$53.40	LOIS KNUTSON	101 501 000
02/19/2015	02/23/2015	OFFICE DEPOT #1079	\$10.41	LOIS KNUTSON	101 501 000
02/23/2015	02/24/2015	CUB FOODS #1599	\$12.86	LOIS KNUTSON	101 501 000
02/23/2015	02/25/2015	THE STAR TRIBUNE CIRCULAT	\$299.00	LOIS KNUTSON	101 501 000
02/24/2015	02/24/2015	PANERA BREAD #601305	\$87.81	LOIS KNUTSON	101 501 000
02/24/2015	02/24/2015	PANERA BREAD #601305	\$19.46	LOIS KNUTSON	101 501 000
02/26/2015	02/27/2015	FIRST SHRED	\$94.60	LOIS KNUTSON	101 501 000
02/19/2015	02/23/2015	OFFICE MAX	\$96.40	JASON KREGER	101 503 000
02/19/2015	02/23/2015	OFFICE MAX	\$64.26	JASON KREGER	101 503 000
02/20/2015	02/23/2015	BEST BUY MHT 00000109	\$42.84	JASON KREGER	101 503 000
02/23/2015	02/24/2015	WWW.NEWEGG.COM	\$24.08	JASON KREGER	101 503 000
02/23/2015	02/24/2015	WWW.NEWEGG.COM	\$11.77	JASON KREGER	101 503 000
02/26/2015	02/27/2015	WWW.NEWEGG.COM	\$102.98	JASON KREGER	101 503 000
03/03/2015	03/04/2015	WWW.NEWEGG.COM	\$286.98	JASON KREGER	101 503 000
03/03/2015	03/04/2015	WWW.NEWEGG.COM	\$12.99	JASON KREGER	101 503 000
03/05/2015	03/05/2015	WWW.NEWEGG.COM	\$11.58	JASON KREGER	101 503 000
03/05/2015	03/06/2015	OHIO CALIBRATION LABS	\$108.10	JASON KREGER	101 503 000
03/03/2015	03/04/2015	STREICHER'S MO	\$116.69	NICHOLAS KREKELER	101 402 000
02/20/2015	02/23/2015	UNIFORMS UNLIMITED INC.	\$2,184.64	DAVID KVAM	101 402 000
02/20/2015	02/23/2015	UNIFORMS UNLIMITED INC.	\$1,346.63	DAVID KVAM	101 402 000
02/23/2015	02/24/2015	UNIFORMS UNLIMITED INC.	\$131.50	DAVID KVAM	101 402 000
03/03/2015	03/04/2015	UNIFORMS UNLIMITED INC.	\$139.99	DAVID KVAM	101 402 000
03/03/2015	03/04/2015	UNIFORMS UNLIMITED INC.	\$139.99	DAVID KVAM	101 402 000
02/20/2015	02/23/2015	REPUBLIC SERVICES TRASH	\$160.28	STEVE LUKIN	101 404 000
02/20/2015	02/23/2015	WALDORF AZ BILTMORE	\$189.74	STEVE LUKIN	101 404 000
02/20/2015	02/23/2015	WALDORF AZ BILTMORE	\$189.74	STEVE LUKIN	101 404 000
02/20/2015	02/23/2015	WALDORF AZ BILTMORE	\$189.74	STEVE LUKIN	101 404 000
03/04/2015	03/04/2015	AIRGASS NORTH	\$17.88	STEVE LUKIN	101 404 000
03/04/2015	03/04/2015	COMCAST CABLE COMM	\$2.25	STEVE LUKIN	101 404 000
03/04/2015	03/05/2015	SLUMBERLAND CLEARANCE STO	\$498.00	STEVE LUKIN	101 404 000
03/05/2015	03/06/2015	AIRGASS NORTH	\$90.97	STEVE LUKIN	101 404 000
03/05/2015	03/06/2015	AIRGASS NORTH	\$385.66	STEVE LUKIN	101 404 000
03/03/2015	03/04/2015	U OF M CCE NONCREDIT	\$75.00	BRENT MEISSNER	101 502 000

03/05/2015	03/06/2015	UNIFORMS UNLIMITED INC.	\$11.50	BRIAN MICHELETTI	101-402-000-4240
02/20/2015	02/23/2015	NATIONAL REGISTRY EMT	\$15.00	MICHAEL MONDOR	101 404 000
02/23/2015	02/24/2015	SCITENT	\$90.00	MICHAEL MONDOR	101 404 000
02/23/2015	02/25/2015	JONES&BARTLETT LEARNING	\$166.25	MICHAEL MONDOR	101 404 000
02/24/2015	02/25/2015	CHANNING BETE CO AHA	\$93.95	MICHAEL MONDOR	101 404 000
02/24/2015	02/26/2015	BOUND TREE MEDICAL LLC	\$86.45	MICHAEL MONDOR	101 404 000
02/25/2015	02/26/2015	NAEMSE	\$375.00	MICHAEL MONDOR	101 404 000
02/25/2015	02/27/2015	BOUND TREE MEDICAL LLC	\$5.58	MICHAEL MONDOR	101 404 000
02/25/2015	02/27/2015	BOUND TREE MEDICAL LLC	\$91.07	MICHAEL MONDOR	101 404 000
02/25/2015	02/27/2015	BOUND TREE MEDICAL LLC	\$169.90	MICHAEL MONDOR	101 404 000
02/25/2015	02/27/2015	BOUND TREE MEDICAL LLC	\$1,749.25	MICHAEL MONDOR	101 404 000
02/26/2015	02/27/2015	MASIMO AMERICAS, INC	\$304.23	MICHAEL MONDOR	101 404 000
02/26/2015	03/02/2015	EVEREST EMERGENCY VEHICLE	\$32.40	MICHAEL MONDOR	101 404 000
03/03/2015	03/03/2015	AMAZON.COM	\$56.25	MICHAEL MONDOR	101 404 000
03/03/2015	03/03/2015	AMAZON MKTPLACE PMTS	\$32.22	MICHAEL MONDOR	101 404 000
03/03/2015	03/04/2015	AMAZON MKTPLACE PMTS	\$32.22	MICHAEL MONDOR	101 404 000
02/21/2015	02/23/2015	UNIFORMS UNLIMITED INC.	\$7.50	MARIA MULVIHILL	101-402-000-4240
02/24/2015	02/25/2015	UNIFORMS UNLIMITED INC.	\$8.10	MICHAEL NYE	101 402 000
03/03/2015	03/04/2015	UNIFORMS UNLIMITED INC.	\$85.50	MICHAEL NYE	101 402 000
02/26/2015	03/02/2015	THE HOME DEPOT 2801	\$7.37	ERICK OSWALD	101 502 000
02/20/2015	02/23/2015	OFFICE DEPOT #1090	\$56.46	MARY KAY PALANK	101 401 000
03/04/2015	03/06/2015	OFFICE DEPOT #1090	\$60.16	MARY KAY PALANK	101 401 000
02/20/2015	02/23/2015	AUTO PLUS LITTLE CANADA	(\$1.80)	STEVEN PRIEM	702 000 000 1260
02/23/2015	02/24/2015	AUTO PLUS LITTLE CANADA	\$4.34	STEVEN PRIEM	702 000 000 1260
02/23/2015	02/25/2015	PIONEER RIM AND WHEEL-MN	\$119.98	STEVEN PRIEM	702 000 000 1260
02/24/2015	02/25/2015	AUTO PLUS LITTLE CANADA	\$49.57	STEVEN PRIEM	702 000 000 1260
02/24/2015	02/25/2015	BEARING DIST*	\$49.14	STEVEN PRIEM	702 000 000 1260
02/24/2015	02/26/2015	WHEELCO BRAKE &SUPPLY	\$237.56	STEVEN PRIEM	702 000 000 1260
02/25/2015	02/26/2015	FASTENAL COMPANY01	\$87.15	STEVEN PRIEM	702 000 000 1260
02/25/2015	02/26/2015	MINNESOTA WANNER CO.	\$96.72	STEVEN PRIEM	702 000 000 1260
02/26/2015	02/27/2015	IN *MIDWEST LIFT WORKS	\$628.40	STEVEN PRIEM	702 000 000 1260
02/27/2015	03/02/2015	TRI-STATE BOBCAT	\$35.22	STEVEN PRIEM	702 000 000 1260
02/27/2015	03/02/2015	MINNESOTA WANNER CO.	\$64.16	STEVEN PRIEM	702 000 000 1260
03/03/2015	03/04/2015	AUTO PLUS LITTLE CANADA	\$197.54	STEVEN PRIEM	702 000 000 1260
03/03/2015	03/04/2015	STATE CHEMIC*STATE CHE	\$235.01	STEVEN PRIEM	702 000 000 1260
03/03/2015	03/05/2015	KREMER SERVICES	\$571.14	STEVEN PRIEM	702 000 000 1260
03/04/2015	03/05/2015	AN FORD WHITE BEAR LAK	\$54.38	STEVEN PRIEM	702 000 000 1260
03/02/2015	03/04/2015	THE HOME DEPOT 2801	\$75.68	KELLY PRINS	602-614-000-4160
02/26/2015	03/02/2015	KORN FERRY LEADERSHIP CON	\$2,950.00	TERRIE RAMEAUX	101 116 000
02/20/2015	02/23/2015	HILLYARD INC MINNEAPOLIS	\$933.06	MICHAEL REILLY	602 614 000
02/24/2015	02/25/2015	DALCO ENTERPRISES, INC	\$407.53	MICHAEL REILLY	602 614 000
03/04/2015	03/05/2015	HILLYARD INC MINNEAPOLIS	\$830.80	MICHAEL REILLY	602 614 000
02/25/2015	02/26/2015	LES MILLS WEST COAST INC	\$39.45	LORI RESENDIZ	602 612 064
02/28/2015	03/02/2015	APPOINTMENT-PLUS/STORMSOU	\$39.00	LORI RESENDIZ	602 612 064
03/05/2015	03/06/2015	AMAZON MKTPLACE PMTS	\$101.90	LORI RESENDIZ	602 612 064
02/27/2015	03/02/2015	UNIFORMS UNLIMITED INC.	\$4.00	BRADLEY REZNY	101-409-000-4240
02/19/2015	02/23/2015	NATIONAL RECREATION &	\$550.00	AUDRA ROBBINS	206 603 293
02/23/2015	02/24/2015	FASTENAL COMPANY01	\$38.90	ROBERT RUNNING	101 502 000
02/23/2015	02/24/2015	EREPLACEMENTPARTS.COM	\$62.58	ROBERT RUNNING	101 502 000
02/27/2015	03/02/2015	MILLS FLEET FARM #2,700	\$7.96	ROBERT RUNNING	101 502 000
03/03/2015	03/04/2015	U OF M CCE NONCREDIT	\$65.00	ROBERT RUNNING	101 502 000
02/23/2015	02/24/2015	INTERNATIONAL INSTITUTE O	\$50.00	DEB SCHMIDT	101 301 000
02/26/2015	03/02/2015	OFFICE DEPOT #1165	\$43.99	DEB SCHMIDT	101 301 000
03/04/2015	03/06/2015	PAKOR, INC.	\$446.82	DEB SCHMIDT	101 301 000
03/04/2015	03/06/2015	OFFICE DEPOT #1090	\$209.09	DEB SCHMIDT	101 301 000
02/20/2015	02/23/2015	IN *CITIZEN OBSERVER, LLC	\$500.00	PAUL SCHNELL	101-401-000
02/23/2015	02/25/2015	GRAFIX SHOPPE	\$172.30	PAUL SCHNELL	101-401-000
03/02/2015	03/03/2015	GOTOCITRIX.COM	\$20.36	PAUL SCHNELL	101-401-000
02/24/2015	02/26/2015	USA MOBILITY WIRELE	\$16.10	SCOTT SCHULTZ	601 508 000
02/27/2015	03/02/2015	ON SITE SANITATION INC	\$114.00	SCOTT SCHULTZ	601 508 000
03/05/2015	03/06/2015	G&K SERVICES AR	\$723.81	SCOTT SCHULTZ	601 508 000
02/23/2015	02/25/2015	OFFICE DEPOT #1090	\$57.23	CAITLIN SHERRILL	602-611-001-4110
02/24/2015	02/25/2015	WALMART.COM	\$42.76	CAITLIN SHERRILL	602-611-001-4110
02/24/2015	02/26/2015	WAL-MART #3364	\$32.20	CAITLIN SHERRILL	602-611-001-4110
02/27/2015	03/02/2015	ACE OF SALES	\$20.00	CAITLIN SHERRILL	602-611-001-4110
03/01/2015	03/02/2015	WELCOME WAGON	\$138.00	CAITLIN SHERRILL	602-611-001-4110
02/23/2015	02/24/2015	DOWNTOWNER CAR WAS	\$43.04	MICHAEL SHORTREED	101 402 000
03/03/2015	03/04/2015	KOHL'S #0052	\$115.97	MICHAEL SHORTREED	101 402 000
03/03/2015	03/05/2015	CARIBOU COFFEE CO # 155	\$25.69	MICHAEL SHORTREED	101 402 000
03/04/2015	03/06/2015	CARIBOU COFFEE CO # 155	\$25.69	MICHAEL SHORTREED	101 402 000
03/05/2015	03/05/2015	COMCAST CABLE COMM	\$73.82	MICHAEL SHORTREED	101 402 000
02/24/2015	02/26/2015	DRAIN KING	\$570.00	ANDREA SINDT	101 201 000
02/26/2015	02/27/2015	AMERICAN PUBLIC WORKS	\$1,125.00	ANDREA SINDT	101 201 000

03/04/2015	03/06/2015	DRAIN KING	\$120.00	ANDREA SINDT	101 201 000
02/25/2015	02/25/2015	ZAP*ZAPPOS.COM	\$149.00	BENJAMIN SLATER	101-402-000-4240
02/25/2015	02/26/2015	ZAP*ZAPPOS.COM	(\$159.00)	BENJAMIN SLATER	101-402-000-4240
02/25/2015	02/26/2015	ACT*10KLAKES	\$220.00	DAVID SWAN	101-701-000
02/26/2015	02/27/2015	GANDER MOUNTAIN	\$89.97	WILLIAM SYPNIEWSKI	101-402-000-4240
03/03/2015	03/04/2015	U OF M CCE NONCREDIT	\$65.00	TODD TEVLIN	101 502 000
02/23/2015	02/24/2015	DISCOUNT STEEL -MN	\$193.57	JEFF WILBER	601-508-000
02/25/2015	02/27/2015	THE HOME DEPOT 2801	\$30.89	JEFF WILBER	601-508-000
02/20/2015	02/23/2015	BCA TRAINING EDUCATION	\$555.00	TAMMY WYLIE	101-402
02/24/2015	02/24/2015	ULINE *SHIP SUPPLIES	\$86.65	TAMMY WYLIE	101-402
02/28/2015	03/02/2015	COOPER INSTITUTE	\$695.00	TAMMY WYLIE	101-402
02/28/2015	03/02/2015	COOPER INSTITUTE	\$695.00	TAMMY WYLIE	101-402
03/03/2015	03/03/2015	ULINE *SHIP SUPPLIES	\$224.31	TAMMY WYLIE	101-402
03/03/2015	03/05/2015	AMERICAN AI 0012398895277	\$216.20	TAMMY WYLIE	101-402
03/03/2015	03/05/2015	AMERICAN AI 0012398895278	\$216.20	TAMMY WYLIE	101-402
			\$56,645.30		
			(\$6,543.78)	US BANK REBATE	
			\$50,101.52		

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>
	03/13/15	ABRAMS, MARYLEE	430.99
	03/13/15	CARDINAL, ROBERT	430.99
	03/13/15	JUENEMANN, KATHLEEN	430.99
	03/13/15	KOPPEN, MARVIN	430.99
	03/13/15	SLAWIK, NORA	489.68
	03/13/15	COLEMAN, MELINDA	5,925.56
	03/13/15	FUNK, MICHAEL	5,051.80
	03/13/15	KNUTSON, LOIS	2,397.07
	03/13/15	CHRISTENSON, SCOTT	2,239.01
	03/13/15	JAHN, DAVID	2,152.24
	03/13/15	BURLINGAME, SARAH	2,334.10
	03/13/15	RAMEAUX, THERESE	3,192.52
	03/13/15	BAUMAN, GAYLE	5,052.91
	03/13/15	OSWALD, BRENDA	1,905.05
	03/13/15	ANDERSON, CAROLE	2,976.31
	03/13/15	DEBILZAN, JUDY	2,214.77
	03/13/15	JACKSON, MARY	2,216.99
	03/13/15	KELSEY, CONNIE	27,010.41
	03/13/15	RUEB, JOSEPH	2,999.40
	03/13/15	ARNOLD, AJLA	1,831.10
	03/13/15	BEGGS, REGAN	852.40
	03/13/15	HAAG, KAREN	4,742.41
	03/13/15	SCHMIDT, DEBORAH	3,158.62
	03/13/15	SPANGLER, EDNA	1,189.18
	03/13/15	CRAWFORD, LEIGH	1,852.37
	03/13/15	LARSON, MICHELLE	1,981.98
	03/13/15	MECHELKE, SHERRIE	1,189.19
	03/13/15	MOY, PAMELA	1,585.59
	03/13/15	OSTER, ANDREA	1,988.62
	03/13/15	RICHTER, CHARLENE	1,111.42
	03/13/15	VITT, SANDRA	1,030.78
	03/13/15	WEAVER, KRISTINE	2,457.18
	03/13/15	CORCORAN, THERESA	1,984.19
	03/13/15	KVAM, DAVID	4,390.71
	03/13/15	PALANK, MARY	1,988.62
	03/13/15	SCHNELL, PAUL	5,033.64
	03/13/15	SHORTREED, MICHAEL	4,266.71
	03/13/15	THOMFORDE, FAITH	1,717.99
	03/13/15	WYLIE, TAMMY	1,676.42
	03/13/15	ZAPPA, ANDREW	2,013.71
	03/13/15	ABEL, CLINT	3,064.41
	03/13/15	ALDRIDGE, MARK	3,221.41
	03/13/15	BAKKE, LONN	3,470.14
	03/13/15	BARTZ, PAUL	3,287.93
	03/13/15	BELDE, STANLEY	3,177.62

03/13/15	BENJAMIN, MARKESE	2,941.86
03/13/15	BIERDEMAN, BRIAN	3,739.76
03/13/15	BUSACK, DANIEL	3,739.44
03/13/15	CARNES, JOHN	2,630.62
03/13/15	CROTTY, KERRY	3,908.01
03/13/15	DEMULLING, JOSEPH	3,375.78
03/13/15	DUGAS, MICHAEL	3,602.11
03/13/15	ERICKSON, VIRGINIA	3,652.91
03/13/15	FISHER, CASSANDRA	1,540.02
03/13/15	FORSYTHE, MARCUS	3,484.26
03/13/15	FRITZE, DEREK	3,109.27
03/13/15	GABRIEL, ANTHONY	4,260.18
03/13/15	HAWKINSON JR, TIMOTHY	3,552.24
03/13/15	HER, PHENG	2,941.86
03/13/15	HIEBERT, STEVEN	3,206.91
03/13/15	HOEMKE, MICHAEL	2,438.05
03/13/15	HOFMEISTER, TIMOTHY	496.00
03/13/15	JASKOWIAK, AMANDA	480.00
03/13/15	JOHNSON, KEVIN	3,861.20
03/13/15	KONG, TOMMY	3,220.11
03/13/15	KREKELER, NICHOLAS	961.79
03/13/15	KROLL, BRETT	3,107.01
03/13/15	LANGNER, SCOTT	3,003.03
03/13/15	LANGNER, TODD	3,501.59
03/13/15	LYNCH, KATHERINE	3,109.27
03/13/15	MARINO, JASON	3,064.41
03/13/15	MCCARTY, GLEN	3,231.82
03/13/15	METRY, ALESIA	3,410.88
03/13/15	MICHELETTI, BRIAN	2,898.40
03/13/15	MULVIHILL, MARIA	2,280.97
03/13/15	NYE, MICHAEL	3,852.20
03/13/15	OLDING, PARKER	2,371.84
03/13/15	OLSON, JULIE	3,083.26
03/13/15	PARKER, JAMES	2,941.86
03/13/15	REZNY, BRADLEY	3,410.76
03/13/15	SCHOEN, ZACHARY	2,458.97
03/13/15	SLATER, BENJAMIN	2,741.60
03/13/15	STEINER, JOSEPH	3,003.03
03/13/15	SYPNIEWSKI, WILLIAM	3,446.19
03/13/15	TAUZELL, BRIAN	2,941.86
03/13/15	THEISEN, PAUL	3,170.45
03/13/15	THIENES, PAUL	3,868.63
03/13/15	VANG, PAM	2,001.94
03/13/15	WENZEL, JAY	3,064.41
03/13/15	XIONG, KAO	3,107.01
03/13/15	ANDERSON, BRIAN	195.46
03/13/15	BAHL, DAVID	610.47
03/13/15	BASSETT, BRENT	529.63
03/13/15	BAUMAN, ANDREW	2,885.57
03/13/15	BEITLER, NATHAN	151.32
03/13/15	BOURQUIN, RON	1,269.16
03/13/15	CAPISTRANT, JACOB	170.24
03/13/15	CAPISTRANT, JOHN	632.54
03/13/15	COREY, ROBERT	151.32
03/13/15	CRAWFORD - JR, RAYMOND	2,492.59
03/13/15	CRUMMY, CHARLES	252.22

03/13/15	DABRUZZI, THOMAS	2,398.85
03/13/15	DAWSON, RICHARD	3,850.52
03/13/15	EVERSON, PAUL	3,583.88
03/13/15	HAGEN, MICHAEL	762.94
03/13/15	HALE, JOSEPH	426.60
03/13/15	HALWEG, JODI	3,769.54
03/13/15	HAWTHORNE, ROCHELLE	2,926.79
03/13/15	HUTCHINSON, JAMES	691.36
03/13/15	IMM, TRACY	201.77
03/13/15	JANSEN, CHAD	554.85
03/13/15	JUREK, GREGORY	214.37
03/13/15	KANE, ROBERT	529.57
03/13/15	KARRAS, JAMIE	296.34
03/13/15	KERSKA, JOSEPH	838.57
03/13/15	KONDER, RONALD	302.64
03/13/15	KUBAT, ERIC	4,276.73
03/13/15	LINDER, TIMOTHY	3,211.85
03/13/15	LOCHEN, MICHAEL	285.79
03/13/15	MERKATORIS, BRETT	75.67
03/13/15	MILLER, LADD	816.42
03/13/15	MILLER, NICHOLAS	145.02
03/13/15	MONDOR, MICHAEL	3,731.87
03/13/15	MONSON, PETER	204.92
03/13/15	MORGAN, JEFFERY	191.25
03/13/15	NOVAK, JEROME	3,173.90
03/13/15	NOWICKI, PAUL	214.38
03/13/15	OLSON, JAMES	3,100.66
03/13/15	O'NEILL, KEVIN	138.72
03/13/15	OPHEIM, JOHN	415.57
03/13/15	PACHECO, ALPHONSE	706.16
03/13/15	PARROW, JOSHUA	605.29
03/13/15	PETERSON, MARK	581.06
03/13/15	PETERSON, ROBERT	3,377.97
03/13/15	POWERS, KENNETH	453.97
03/13/15	RAINEY, JAMES	1,041.95
03/13/15	RANGEL, DERRICK	416.14
03/13/15	RANK, PAUL	491.80
03/13/15	RICE, CHRISTOPHER	945.77
03/13/15	RODDY, BRETT	37.83
03/13/15	RODRIGUEZ, ROBERTO	378.33
03/13/15	SEDLACEK, JEFFREY	3,249.31
03/13/15	STREFF, MICHAEL	3,091.37
03/13/15	SVENDSEN, RONALD	3,593.45
03/13/15	TROXEL, REID	807.05
03/13/15	GERVAIS-JR, CLARENCE	4,157.26
03/13/15	LUKIN, STEVEN	4,815.66
03/13/15	ZWIEG, SUSAN	1,186.96
03/13/15	CORTESI, LUANNE	1,981.97
03/13/15	SINDT, ANDREA	2,529.48
03/13/15	BRINK, TROY	2,509.51
03/13/15	BUCKLEY, BRENT	2,308.24
03/13/15	DEBILZAN, THOMAS	2,310.46
03/13/15	EDGE, DOUGLAS	2,647.39
03/13/15	JONES, DONALD	2,310.46
03/13/15	MEISSNER, BRENT	2,263.83
03/13/15	NAGEL, BRYAN	3,702.80



03/13/15	OSWALD, ERICK	2,419.38
03/13/15	RUIZ, RICARDO	1,907.70
03/13/15	RUNNING, ROBERT	2,642.08
03/13/15	TEVLIN, TODD	2,308.24
03/13/15	BURLINGAME, NATHAN	2,415.20
03/13/15	DUCHARME, JOHN	2,859.02
03/13/15	ENGSTROM, ANDREW	2,852.37
03/13/15	JAROSCH, JONATHAN	3,132.37
03/13/15	LINDBLOM, RANDAL	3,200.21
03/13/15	LOVE, STEVEN	3,852.46
03/13/15	THOMPSON, MICHAEL	4,983.37
03/13/15	ZIEMAN, SCOTT	128.00
03/13/15	JANASZAK, MEGHAN	1,801.17
03/13/15	KONEWKO, DUWAYNE	4,803.18
03/13/15	HAMRE, MILES	1,827.23
03/13/15	HAYS, TAMARA	1,860.40
03/13/15	HINNENKAMP, GARY	2,476.63
03/13/15	NAUGHTON, JOHN	2,238.77
03/13/15	NORDQUIST, RICHARD	2,256.86
03/13/15	ORE, JORDAN	1,860.40
03/13/15	BIESANZ, OAKLEY	1,703.97
03/13/15	DEAVER, CHARLES	550.71
03/13/15	GERNES, CAROLE	100.63
03/13/15	HAYMAN, JANET	1,064.22
03/13/15	HUTCHINSON, ANN	2,762.97
03/13/15	SOUTTER, CHRISTINE	219.75
03/13/15	WACHAL, KAREN	955.99
03/13/15	GAYNOR, VIRGINIA	3,383.30
03/13/15	KROLL, LISA	2,005.97
03/13/15	YOUNG, TAMELA	2,142.77
03/13/15	FINWALL, SHANN	3,555.72
03/13/15	MARTIN, MICHAEL	2,937.17
03/13/15	BRASH, JASON	2,773.97
03/13/15	CARVER, NICHOLAS	3,810.34
03/13/15	SWAN, DAVID	2,882.77
03/13/15	SWANSON, CHRIS	1,825.17
03/13/15	WEIDNER, JAMES	800.00
03/13/15	WELLENS, MOLLY	1,763.86
03/13/15	ABRAHAMSON, AMANDA	102.75
03/13/15	AYD, GWEN	100.00
03/13/15	BJORK, BRANDON	154.00
03/13/15	BRENEMAN, NEIL	2,483.78
03/13/15	CLINE, ABBY	294.00
03/13/15	DIAZ, JACQUEZ	36.00
03/13/15	DIEZ, ANTONIO	72.00
03/13/15	FORTIER, JESSICA	36.75
03/13/15	FRANK, PETER	420.00
03/13/15	GORACKI, GERALD	135.38
03/13/15	KONG, KATELYNE	57.75
03/13/15	KUSTERMAN, KEVIN	102.75
03/13/15	LAMB, JIM	98.00
03/13/15	LARSON, MARIAH	21.25
03/13/15	LARSON, TRISTA	28.00
03/13/15	PIEPER, THEODORE	201.00
03/13/15	ROBBINS, AUDRA	3,473.33
03/13/15	ROBBINS, CAMDEN	485.00

03/13/15	RUSS, KAYLA	185.88
03/13/15	TAYLOR, JAMES	3,307.30
03/13/15	THIELMAN, RICHARD	65.00
03/13/15	VUKICH, CANDACE	556.00
03/13/15	XIONG, BLONG	96.00
03/13/15	ADAMS, DAVID	2,121.77
03/13/15	HAAG, MARK	2,472.20
03/13/15	SCHULTZ, SCOTT	3,626.97
03/13/15	WILBER, JEFFREY	2,047.46
03/13/15	EVANS, CHRISTINE	2,246.91
03/13/15	HOFMEISTER, MARY	1,172.16
03/13/15	KELLEY, CAITLIN	1,426.59
03/13/15	KULHANEK-DIONNE, ANN	637.63
03/13/15	MILLER, KAREN	350.00
03/13/15	PELOQUIN, PENNYE	560.54
03/13/15	RUZICHKA, JANICE	305.00
03/13/15	SKRYPEK, JOSHUA	790.25
03/13/15	SMITH, CORTNEY	249.38
03/13/15	ST SAUVER, CRAIG	351.51
03/13/15	WISTL, MOLLY	441.52
03/13/15	ANDERSON, JOSHUA	813.95
03/13/15	BAETZOLD, CLAIRE	21.38
03/13/15	BAUDE, JANE	61.50
03/13/15	BAUDE, SARAH	72.56
03/13/15	BEAR, AMANDA	136.50
03/13/15	BERGLUND, ERIK	41.00
03/13/15	BESTER, MICHAEL	127.89
03/13/15	BLOEMENDAL, AMY	49.50
03/13/15	BUCKLEY, BRITTANY	564.85
03/13/15	CLARK, PAMELA	65.55
03/13/15	CRANDALL, ALYSSA	248.31
03/13/15	CRANDALL, KRISTA	73.44
03/13/15	DEMPSEY, BETH	331.50
03/13/15	DRECHSEL, HEIDI	60.91
03/13/15	DUCHARME, DANIELLE	124.50
03/13/15	EKSTRAND, DANIEL	260.11
03/13/15	EKSTRAND, TAMERA	395.50
03/13/15	EPLAND, PETER	140.00
03/13/15	ERICKSON-CLARK, CAROL	37.50
03/13/15	FARRELL, DANIEL	110.54
03/13/15	FONTAINE, KIM	1,005.75
03/13/15	FREDRICKS, MARTHA	18.00
03/13/15	GRAY, MEGAN	27.38
03/13/15	GRAY, SOPHIE	34.80
03/13/15	GRUENHAGEN, LINDA	361.29
03/13/15	GUSTAFSON, BRENDA	269.00
03/13/15	HAASCH, ANGELA	47.50
03/13/15	HAGSTROM, EMILY	167.50
03/13/15	HANSEN, HANNAH	131.68
03/13/15	HASSAN, KIANA	110.78
03/13/15	HOLMBERG, LADONNA	179.00
03/13/15	HORWATH, RONALD	3,149.54
03/13/15	HUNTLEY, NATALIE	54.28
03/13/15	IACARELLA-FUDALI, BARBARA	154.50
03/13/15	JOHNSON, BARBARA	492.80
03/13/15	JOHNSON, MICHELLE	142.43

03/13/15	KEMP, MAYA	39.38
03/13/15	KOHLER, ROCHELLE	14.06
03/13/15	KOLLER, NINA	169.75
03/13/15	LAMEYER, BRENT	75.60
03/13/15	LAMSON, ELIANA	27.38
03/13/15	LARSON, KIRA	22.50
03/13/15	LORENTZEN, CHRISTINE	24.00
03/13/15	LY, RASSACIN	81.00
03/13/15	MASON, AMY	174.15
03/13/15	MCCOMAS, LEAH	210.00
03/13/15	MCCORMACK, HANNAH	20.13
03/13/15	MCKILLOP, AMANDA	201.39
03/13/15	MILLER, MELISSA	174.00
03/13/15	MONGE, NOAH	28.00
03/13/15	MUSKAT, JULIE	61.95
03/13/15	NITZ, CARA	510.87
03/13/15	OHS, CYNTHIA	210.00
03/13/15	RANEY, COURTNEY	964.71
03/13/15	REHLING-ANDERSON, LORIE	424.75
03/13/15	RENSTROM, KEVIN	83.00
03/13/15	RESENDIZ, LORI	2,597.77
03/13/15	RICHTER, DANIEL	135.90
03/13/15	ROETTGER, MOLLY	114.77
03/13/15	ROLLERSON, TERRANCE	45.57
03/13/15	ROMERO, JENNIFER	47.00
03/13/15	ROSAND, WALKER	52.00
03/13/15	SCHERER, KATHLENE	44.19
03/13/15	SCHMIDT, VICTORIA	40.00
03/13/15	SCHREIER, ROSEMARIE	246.39
03/13/15	SMITH, ANN	62.40
03/13/15	SMITH, JEROME	159.25
03/13/15	SMITLEY, SHARON	315.18
03/13/15	SYME, LAUREN	153.65
03/13/15	TREPANIER, TODD	337.14
03/13/15	TRUONG, CHAU	140.00
03/13/15	TUPY, HEIDE	23.15
03/13/15	TUPY, MARCUS	96.00
03/13/15	WAGNER, JODY	104.00
03/13/15	WEIMANN, NICHOLAS	16.00
03/13/15	YANG, JUDY	110.00
03/13/15	BILJAN, MERANDA	34.00
03/13/15	BOSLEY, CAROL	155.25
03/13/15	BUTLER-MILLER, JADE	75.13
03/13/15	FRANZMEIER, EILEEN	248.65
03/13/15	LANGER, CHELSEA	58.50
03/13/15	LANGER, KAYLYN	180.51
03/13/15	MOSLOSKI, JESSICA	51.00
03/13/15	AUSTIN, CATHERINE	148.00
03/13/15	BOWMAN, CHRIS	192.00
03/13/15	CRAWFORD, SHAWN	331.25
03/13/15	DOUGLASS, TOM	2,216.49
03/13/15	HEINTZ, JOSHUA	116.00
03/13/15	KRECH, ELAINE	701.50
03/13/15	LOONEY, RAYJEANIA	192.00
03/13/15	MAIDMENT, COLIN	669.00
03/13/15	MALONEY, SHAUNA	186.38

	03/13/15	NESVACIL, BRENNAN	112.00
	03/13/15	PRINS, KELLY	1,932.61
	03/13/15	REILLY, MICHAEL	2,020.19
	03/13/15	STEFFEN, MICHAEL	102.00
	03/13/15	PRIEM, STEVEN	2,533.99
	03/13/15	WOEHRLE, MATTHEW	2,350.81
	03/13/15	XIONG, BOON	1,626.14
	03/13/15	BERGO, CHAD	2,824.09
	03/13/15	FOWLDS, MYCHAL	4,189.58
	03/13/15	FRANZEN, NICHOLAS	2,988.47
	03/13/15	KREGER, JASON	2,353.80
9994467	03/13/15	MARTIN, JERROLD	8,367.96
9994468	03/13/15	BONKO, NICHOLAS	98.00
9994469	03/13/15	BRADY, MADYSON	49.50
9994470	03/13/15	DOTAS, ANDREW	61.25
9994471	03/13/15	DOTAS, KENT	77.50
9994472	03/13/15	GREENER, DOUGLAS	103.50
9994473	03/13/15	TARR-JR, GUS	90.00
9994474	03/13/15	KRECH, TRAVIS	416.50
9994475	03/13/15	EKSTRAND, RYAN	222.95
9994476	03/13/15	FLEMING, KENNETH	63.00
9994477	03/13/15	O'BRIEN, ELIZABETH	235.13
			546,724.18

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Martin, AICP, Planner  
**DATE:** March 17, 2015  
**SUBJECT:** Approval of a Final Plat, Sherwood Parkview, 2240 Hazelwood Street North

**Introduction**

Brent Hislop, representing Synergy Land Company, is requesting approval of the final plat to develop four single-dwelling lots on a 1.5 acre parcel. This proposed subdivision would be called Sherwood Parkview. The city council approved the preliminary plat, along with public vacation of an alley and the north half of Laurie Road, on January 26, 2015. The applicant proposes to remove the old house, garage and shed. Each of the proposed lots would meet lot size requirements of at least 10,000 square feet and a minimum lot width of 75 feet at the building line. Refer to the enclosed maps and subdivision plans.

**Discussion**

Since the approval of the preliminary plat, the applicant's engineer has been working with Jon Jarosch, staff engineer with the city, to finalize the remaining details on the plans. Mr. Jarosch has indicated that all needed changes have been made by the applicant's engineering firm.

As noted in the preliminary plat review, there will be tree replacement requirements. These requirements will be enforced by an escrow payment before the issuance of a grading permit and by escrow payments for tree replacement on the individual lots prior to construction.

**Commission Review**

January 20, 2015: The planning commission reviewed this request and recommended approval.

**Budget Impact**

None.

**Recommendation**

Approve the Sherwood Parkview final plat, located at 2240 Hazelwood Street North, subject to the following conditions which were applied to the preliminary plat approval:

1. Comply with the conditions of approval in the updated engineering report by Jon Jarosch, Maplewood Staff Engineer, dated March 11, 2015.
2. Comply with the conditions of approval in the Environmental Review by Shann Finwall dated January 9, 2015.
3. Before the city can sign the final plat, the existing home, garage and shed shall be removed.

### **Reference Information**

#### **Site Description**

Existing Use: One single dwelling  
 Site Size: 1.5 acres

#### **Surrounding Land Uses**

North: Sherwood Park and trail  
 East: Sherwood Park  
 West: Hazelwood Street North and Single dwellings  
 South: Single dwellings

#### **Planning**

Land Use Classification: LDR, (low density residential)  
 Zoning: R1, (Single Dwelling)

### **Application Date**

The city received the complete application for the proposed final plat on March 9, 2015. Minnesota State Statute 15.99, states that the city shall review and decide on proposals within 60 days. The deadline for city action is May 8, 2015.

### **Attachments**

1. Overview Map
2. Land Use Plan Map
3. Zoning Map
4. Preliminary Plat
5. Engineering Report from Jon Jarosch dated January 12, 2015
6. Environmental Report from Shann Finwall dated January 9, 2015
7. Final plat date-stamped March 13, 2015 (separate attachment)



**Sherwood Parkview - Proposed Preliminary Plat and Public Vacations**

**LEGEND**

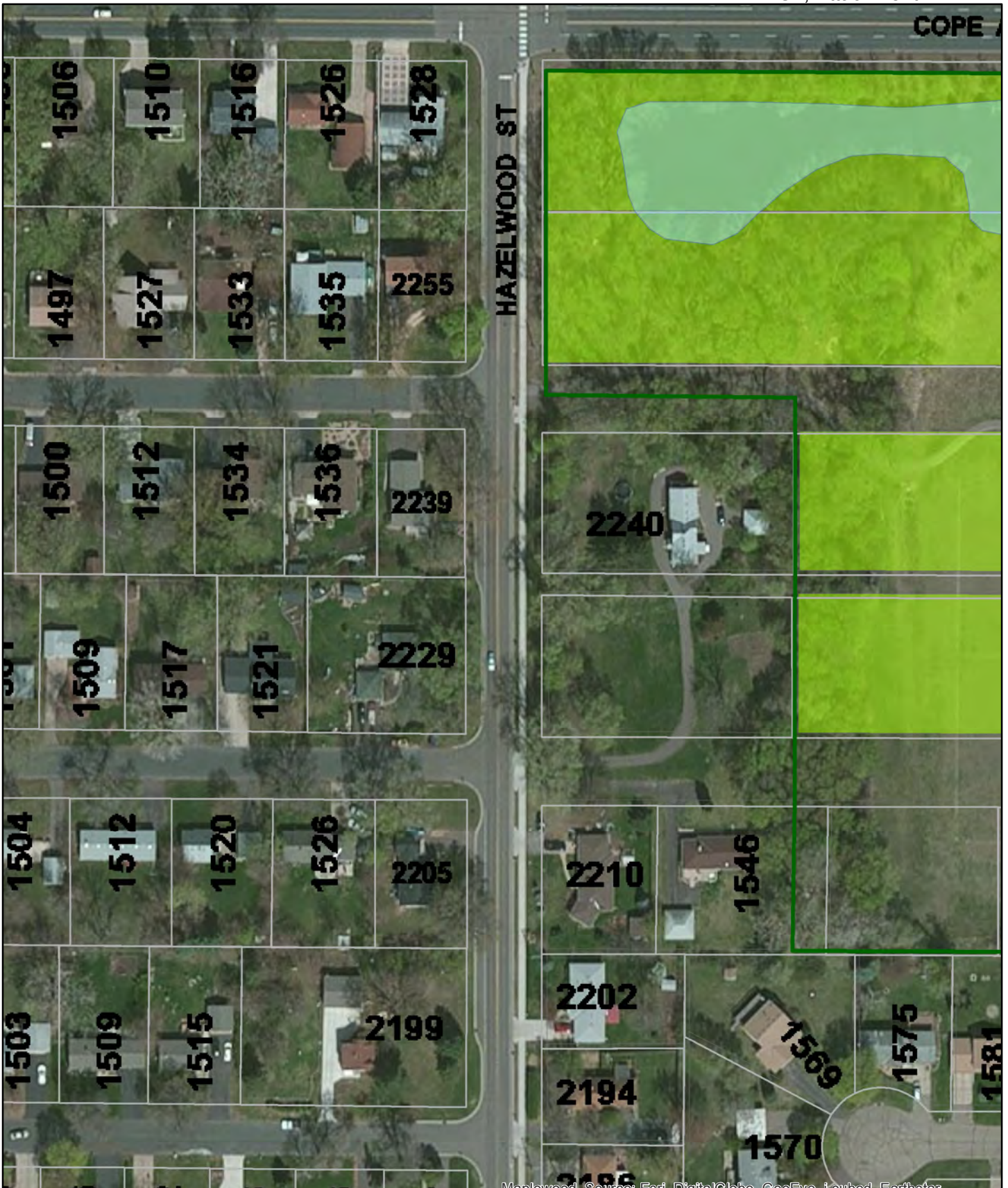


Area proposed for four single family home lots



Proposed Public Vacations  
(alley in middle of site and  
North half of Laurie Road)





## Sherwood Parkview - Land Use Map

### LEGEND

- Low Density Residential
- Park





**Sherwood Parkview - Zoning Map**

**LEGEND**

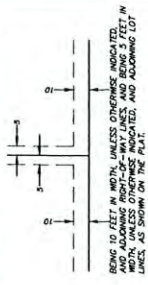
Single Dwelling (r1)



Open Space/Park

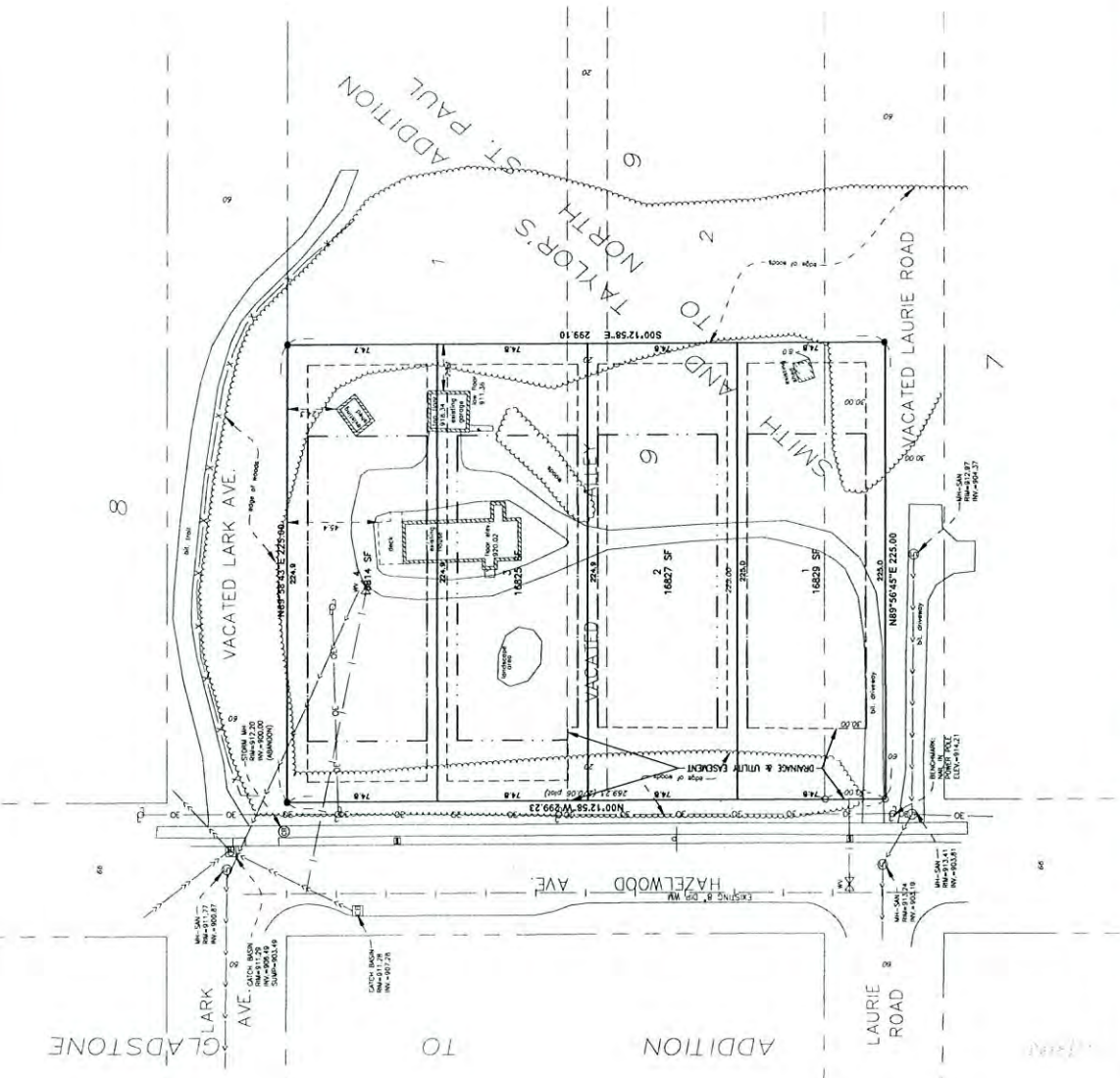
EXISTING ZONING R1  
 PROPOSED ZONING R1  
 LOT REQUIREMENTS  
 MINIMUM LOT AREA 10,000 SF  
 MINIMUM LOT FRONTAGE 75 FT  
 SETBACKS  
 FRONT 30 FT  
 REAR 10 FT  
 SIDE 5 FT  
 HOUSE 10 FT  
 GARAGE 5 FT  
 20% OF LOT DEPTH  
 NOTE:  
 1. EXISTING CONDITIONS/BOUNDARY SURVEY  
 CONDUCTED BY WENCK ASSOCIATES  
 10/20/2014  
 2. EXISTING ALLEY & NORTH HALF OF LAURIE  
 ROAD TO BE VACATED THROUGH PROPERTY.  
 TOTAL AREA = 1.54 ACRES

DRAINAGE AND UTILITY EASEMENTS:



LOT TABULATION

LOT	AREA (SQ)
1	16,827
2	16,827
3	16,825
4	16,811
AVERAGE	16,824



**BENCHMARK:**  
 MARK AT PROPERTY CORNER OF PROPERTY  
 (SEE 14.2)

**PROPERTY DESCRIPTION**  
 LOT 6, Block 1, HENRY LAKE 2ND ADDITION, according to the  
 record plat thereof, Hennepin County, Minnesota

		<b>CAMPION ENGINEERING SERVICES, INC.</b> 14000 Oak Creek Center, Maple Park, MN 55359 Phone: 763-478-0423 Fax: 763-478-0423 E-Mail: mcampion@compuserve.com		PROJECT: 14-014 PRELIMINARY PLAT SHEET NO. 3 OF 9 SHEETS DATE: 10/27/2014	
NO. DATE BY DESCRIPTION REVISIONS		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. North P. Campion - Lic # 19051 Date:			

**Engineering Plan Review**

**PROJECT:** Sherwood Parkview  
**PROJECT NO:** 14-23  
**COMMENTS BY:** Jon Jarosch, P.E. – Staff Engineer  
  
**DATE:** 3-11-2015  
  
**PLAN SET:** Final Plat

The Applicant is proposing to remove the existing home at 2240 Hazelwood Street and divide the existing lot into four single dwelling parcels. The applicant is submitting for final plat approval.

The following are engineering review comments on the final plat and act as conditions prior to issuing permits:

- 1) The Owner shall sign a maintenance agreement, prepared by the City, detailing the construction and ongoing maintenance of the infiltration basin proposed along the east side of the development. Likewise, the maintenance agreement will detail the proposed drainage pattern within the development and the maintenance of this pattern in the future.

- END COMMENTS -

## Environmental Review

**Project:** Sherwood Parkview Subdivision

**Date of Original Plans:** October 27, 2014

**Date of Review:** January 9, 2015

**Reviewers:** Shann Finwall, Environmental Planner  
(651) 249-2304; [shann.finwall@ci.maplewood.mn.us](mailto:shann.finwall@ci.maplewood.mn.us)

**Background:** The Sherwood Parkview proposal subdivides a 1-1/2 acre single family lot at 2240 Hazelwood Street into four new single family lots. The property is located on the east side of Hazelwood Street, west of Sherwood Park, south of a City trail, and north of existing single family homes. Development of the single family lot with the removal of the existing house and development of four new houses must comply with the City's tree removal and replacement guidelines.

### Ordinance Requirements:

Tree Preservation Ordinance: Maplewood's tree preservation ordinance describes a significant tree as a hardwood tree with a minimum of 6 inches in diameter, an evergreen tree with a minimum of 8 inches in diameter, and a softwood tree with a minimum of 12 inches in diameter.

The ordinance requires any significant tree removed to be replaced based on a tree mitigation calculation. The calculation takes into account the total caliper inches of trees located on the site and the caliper inches removed.

Tree Removal and Required Replacement: The Sherwood Parkview tree plan shows 260 trees on or near the site. There are 20 significant trees on the site equaling 444 caliper inches. Of the significant trees, the applicant proposes to remove 148 caliper inches with the development. The City's tree replacement calculation requires that the developer replace 30 caliper inches (15 – 2-inch caliper trees at a minimum).

### Recommendations:

1. Prior to issuance of a grading permit the developer shall:
  - a. Submit a tree escrow to cover the cost of the replacement trees. Escrow required as follows: \$60 per caliper inch of replacement trees (30 x \$60 = \$1,800).
  - b. Submit a tree protection plan to be approved by staff which shows safety fencing placed around significant trees not scheduled for removal.
2. Prior to issuance of a building permit within the plat the developer or builder shall:
  - a. Submit a landscape plan showing the location of all required replacement trees on each of the four lots. At a minimum the landscape plan should show four 2-inch caliper trees on three lots and three 2-inch caliper trees on one lot.

3. Prior to issuance of a certificate of occupancy for each lot the developer or builder shall:
  - a. Plant all required replacement trees. The replacement trees must have a one-year warranty. Once the trees have been planted, the City will release the tree escrow.





**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Martin, AICP, Planner  
**DATE:** March 17, 2015  
**SUBJECT:** Approval of a Conditional Use Permit Review, CarMax, Mogren Retail Addition

**Introduction**

The conditional use permit (CUP) review for the CarMax Automobile Dealership and the Mogren Retail Addition planned unit development (PUD) at the northeast corner of Highway 61 and Beam Avenue are due for their annual review. This PUD allows the commercial development of four sites that are the Mogren Retail Addition. The CarMax dealership consists of used auto sales and auto repair which required a CUP by city ordinance. Of the other three sites, Costco has been built, but the city has not received any development proposals for the remaining two sites.

**Background**

December 12, 2006: The community design review board (CDRB) recommended approval of the CarMax plans.

December 18, 2006: The city council approved a CUP for this PUD, the preliminary plat and approved the design plans. The council also adopted a resolution ordering the public improvements for the Mogren Retail Addition, which was then called the CarMax/Mogren Addition.

January 9, 2007: The CDRB reviewed revisions to the building elevations and approved those changes.

February 12, 2007: The city council approved the final plat.

January 14, 2008, March 9, 2009, March 8, 2010, February 28, 2011, February 27, 2012, February 25, 2013 and March 24, 2014: The city council reviewed the CUP for this PUD and moved to review this permit again in one year.

***Code Requirement***

Section 44-1100 (a) of the city ordinances requires the periodic review of CUPs. This ordinance allows the council to specify a specific term or an indefinite term for subsequent reviews. Annual reviews are typical.

**Discussion**

In 2013, CarMax received design approval for its building elevations and site plans. Grading work for the site lasted throughout 2014 and construction is currently underway. The city should review the CUP for CarMax and the PUD for the Mogren Retail Addition next year to monitor them for progress and condition compliance.

**Budget Impact**

None

**Recommendation**

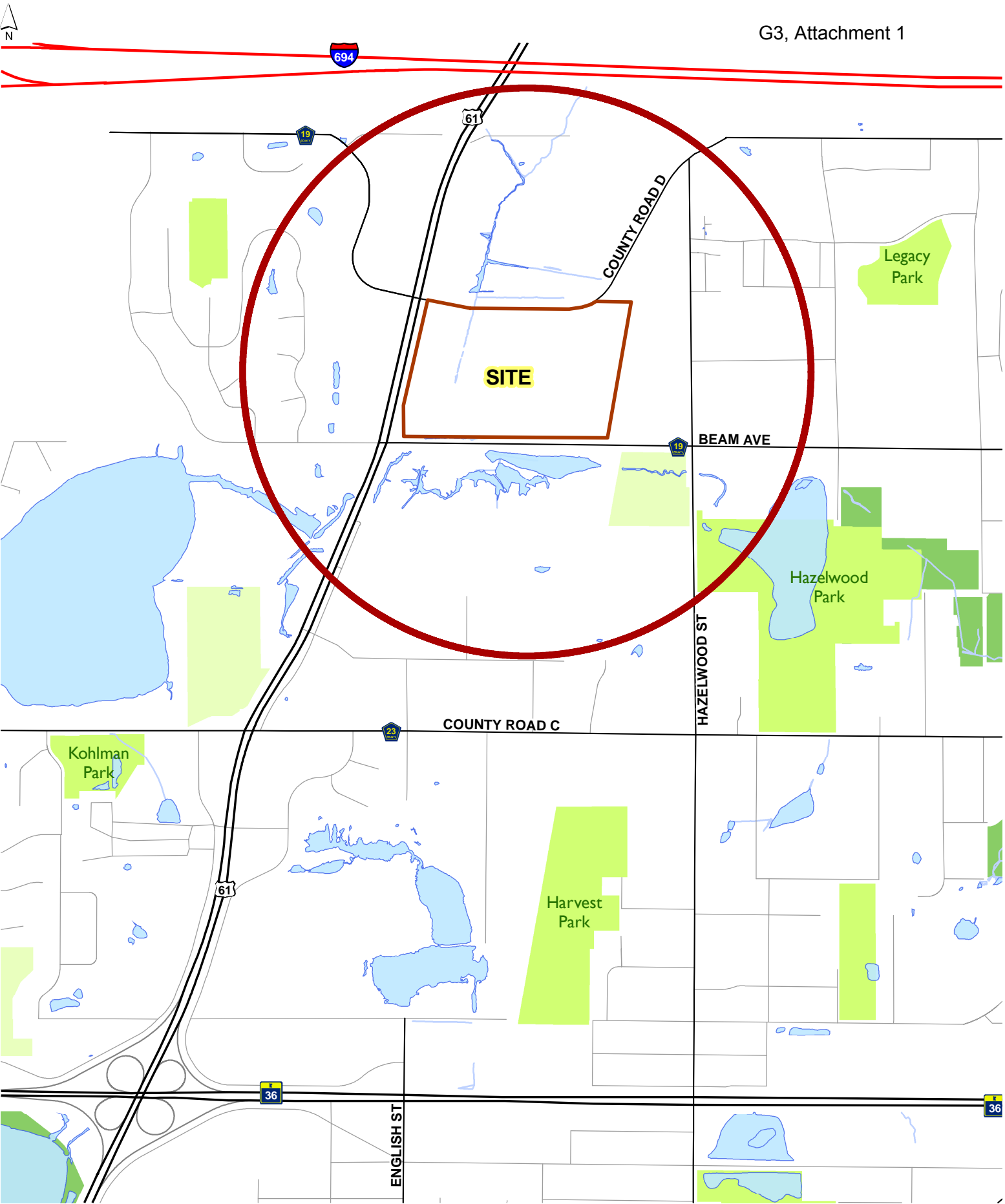
Review the conditional use permit for the CarMax conditional use permit and the Mogren Retail Addition planned unit development again in one year.

**Attachments**

1. Location Map
2. Project Site Plan
3. December 18, 2006 PUD Conditions

p:\sec 3\CarMax\CarMax CUP Rev\_032315





Location Map



**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, December 18, 2006  
Council Chambers, City Hall  
Meeting No. 06-34

**CONDITIONAL USE PERMIT RESOLUTION 06-12-156**  
**FOR A PLANNED UNIT DEVELOPMENT**

WHEREAS, CarMax and Bruce Mogren applied for a conditional use permit for a planned unit development to develop a CarMax used-car dealership on the former Country View Golf Course property;

WHEREAS, this permit applies to the northeast corner of Beam Avenue and Highway 61. The legal description is:

Lot 1, CarMax/Mogren Addition

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

1. On December 5, 2006, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approve this conditional use permit.
2. The city council reviewed this request on December 18, 2006. The council considered the reports and recommendations of the city staff and planning commission.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.



5. The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

1. The development shall follow the plans date-stamped October 20, 2006, except where the city requires changes. The director of community development may approve minor changes.
2. The proposed construction must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. This approval permits the development of the CarMax site subject to the conditions of the city council. The future development sites are not approved at this time. The developers of these sites must submit all necessary applications and materials for evaluation of those plans as required by the city ordinance.
5. If the watershed district allows their twin drainage pipes to be relocated above grade as an open channel, the PUD shall also require that all developments within the CarMax/Mogren Addition actively and regularly pick up all litter from their parking lots to keep debris from entering this open channel.
6. The applicants shall comply with the requirements in the Engineering Plan Review dated November 21, 2006, by Erin Laberee and Michael Thompson.
7. The applicants shall also comply with the requirements listed in these plan-review reports as follows:
  - The Drainage and Wetland Report by DuWayne Konewko dated November 22, 2006.
  - The wetland and rainwater garden landscaping comments by Ginny Gaynor dated November 22, 2006.

- The watershed district comments by Tina Carstens dated November 21, 2006.
8. The outdoor vehicle storage area is allowed. The outward-facing façade of the screening wall shall be brick to match the building.
  9. The pervious paving method proposed within the shoreland boundary area shall meet the requirements of the shoreland ordinance. This shall be subject to the approval of the city engineer.
  10. Vehicle transports shall not use public right-of-way for loading or unloading.
  11. The site plan shall be revised for the city engineer's approval relocating the Highway 61 driveway to the north at County Road D. This driveway shall be located as far east as possible. This driveway shall remain gated at all times except when needed for vehicle test drives which is its proposed and permitted use.
  12. The dealership shall not store any materials or supplies on the outside of the building, except for what they store in the dumpster enclosure.
  13. The dealership shall only park vehicles on designated paved surfaces.
  14. The applicants shall obtain any required permits from the Ramsey Washington Metro Watershed District, Ramsey County and the State of Minnesota and meet the requirements of those agencies.
  15. The site plan shall be revised to move the driveway on Beam Avenue as far to the east as possible. This revision shall be subject to the approval of the city engineer.
  16. The city engineer shall get the necessary approvals for wetland mitigation from the watershed district as part of the public improvements needed for this subdivision and development as stated in the report by DuWayne Konewko, Environmental Management Specialist.
  17. All buildings, paving, unneeded utilities, etc. within the proposed subdivision shall be demolished and removed from the site by the applicants.
  18. The applicants shall provide all development agreements, maintenance agreements and escrows required by the city. These agreements shall be executed and escrows paid before the issuance of building permits.

Seconded by Councilmember Cave

Ayes-All

Councilmember Hjelle moved to approve the preliminary plat for the CarMax/Mogren Addition, subject to the following conditions:

1. Signing of the following agreements with the city:



- A maintenance agreement, prepared by the city, for the rainwater gardens, ponds and sumps. The project plans shall clearly point out the maintenance access route to each garden, pond and basin. The developer/owner of the property will be responsible for all such maintenance.
  - A development agreement with the city for the construction of the public road within the development site that will connect Beam Avenue to County Road D.
2. Revising the plat to rename all Outlot B with a lot and block number.
  3. The applicants shall dedicate any easements that the city may require for drainage and utility purposes.
  4. The name of the street shall be subject to the approval of the city's public safety staff and city engineer.
  5. The applicants shall pay the city escrow for any documents, easements and agreements that the city engineer may require that may not be ready by the time of plat signing.
  6. The applicants shall comply with the requirements in the Engineering Plan Review dated November 21, 2006, by Erin Laberee and Michael Thompson.
  7. The applicants shall also comply with the requirements listed in these plan-review reports as follows:
    - The Drainage and Wetland Report by DuWayne Konewko dated November 22, 2006.
    - The wetland and rainwater garden landscaping comments by Ginny Gaynor dated November 22, 2006.
    - The watershed district comments by Tina Carstens dated November 21, 2006.

Seconded by Councilmember Cave

Ayes-All

Councilmember Rossbach moved to direct the applicant provide a three dimensional cad drawing of the building elevations for submission to the Design Review Board for their approval based upon previous suggestions by the board and city staff.

Seconded by Councilmember Cave

Ayes-All

Councilmember Hjelle moved to adopt the following resolution ordering improvement after a public hearing for the proposed public improvements for the CarMax/Mogren Addition Improvements:

**RESOLUTION 06-12-157  
ORDERING IMPROVEMENT AFTER PUBLIC HEARING**

WHEREAS, a resolution of the city council adopted the 27th day of November, 2006, fixed a date for a council hearing on the proposed public improvements for the CarMax/Mogren Addition Improvements, City Project 06-17.

AND WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was duly held on December 18, 2006, and the council has heard all persons desiring to be heard on the matter and has fully considered the same;

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

1. That it is necessary, cost-effective and feasible, as detailed in the feasibility report, that the City of Maplewood make public improvements to the proposed CarMax/Mogren Addition Improvements, City Project 06-17.
2. Such improvement is hereby ordered as proposed in this council resolution adopted the 18th day of December 2006.
3. The city engineer is designated engineer for this improvement and is hereby directed to prepare final plans and specifications for the making of said improvement.
4. The finance director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project. A project budget of \$4,416,000 shall be established. The proposed financing plan is as follows:

Developer Assessments	\$ 3,394,600 (76.9%)
City of Maplewood – MSAS Bond Funds	\$ 517,550 (11.7%)
Ramsey County	\$ 292,550 (6.6%)
MnDOT	\$ 211,300 (4.8%)
Total	\$ 4,416,000

Seconded by Councilmember Cave

Ayes-All

A Comment from Councilmember Rossbach for the record:

Although the Landform letter states otherwise, Councilmember Rossbach clarified that this site does and will generate traffic onto local streets.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Michael Thompson, Public Works Director/City Engineer  
Bryan Nagel, Street Superintendent

**DATE:** March 18, 2015

**SUBJECT:** Approval to Authorize Ramsey County to Perform 2015 Street Striping

**Introduction**

Each year the Ramsey County Public Works Department provides roadway pavement striping services to the various municipalities within the county. The City Council will consider authorizing Ramsey County to perform pavement striping needs for Maplewood.

**Background**

Pavement striping is important to vehicular and pedestrian traffic. Ramsey County has sent out the yearly notification for the 2015 striping services. Each year when staff receives the notification it evaluates the existing conditions and any upcoming projects or maintenance operations.

Currently 50% of striping throughout the city is done each year similar to what is proposed this season.

**Budget Impact**

No additional general fund authorization is required as this work falls within the 2015 approved Public Works operating budget. The following budget codes will be utilized for this partnership with Ramsey County:

101-502-000-4480 - \$ 20,000

101-516-000-4480 - \$ 6,000 (Internal Transfer to 101-502-4480)

**Recommendation**

It is recommended that the City Council authorize Ramsey County to perform city pavement striping needs, in an amount not to exceed \$26,000.00, utilized existing general fund allocations within the Public Works operating budget.



**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Michael Thompson, City Engineer/Public Works Director  
Bryan Nagel, Street Superintendent

**DATE:** March 18, 2015

**SUBJECT:** Authorize Purchase of Bituminous Materials for 2015

**Introduction**

Each year an allocation is made in the Public Works operating budget for bituminous purchases in order to maintain roads through patching, paving, and curb repairs.

It is anticipated that the bituminous purchases will be \$60,000.00 during the 2015 season. This amount is budgeted and was approved as part of the 2015 budget.

**Discussion**

The supplier of bituminous materials is TA Schifsky and Sons due the proximate location in North Saint Paul (5 minutes from our yard), similar pricing to other plants, and also because they allow our crews to recycle materials at no charge. The other nearby plant is in St. Paul which is approximately a 35-40 minute round trip which is not efficient in vehicle use or staff time.

The most recent available pricing that the Street Superintendent obtained on March 18, 2015 from TA Schifsky and Sons was for \$60.50/ton (still operating under 2014 pricing with possible price adjustment in April 2015) while the City of St. Paul is at \$75.00/ton (2015 temporary price list). The price list at both plants fluctuates with the change in commodity pricing. It is proposed to continue utilizing the materials from TA Schifsky and Sons for 2015.

**Budget Impact**

There is no impact on the approved budget as this expenditure was expected and approved as part of the 2015 Public Works operating budget:

- Street Maintenance 101-502-000-4180 \$60,000.00

**Recommendation**

It is recommended that the City Council authorize the Street Superintendent to purchase bituminous materials in an amount up to \$60,000.00 from T.A. Schifsky and Sons.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Michael Thompson, Public Works Director/City Engineer  
Bryan Nagel, Street Superintendent

**DATE:** March 18, 2015

**SUBJECT:** Approve Emergency Generator Replacement Purchase for the 1902 Building

### **Introduction**

The City Council will consider approving the purchase of the replacement emergency backup generator that services the 1902 Building which houses the Public Works, Environmental and Economic Development, and Parks and Recreation Departments.

### **Background**

In the event of a power outage, the emergency generator provides electricity for emergency lighting, fuel pumps, two of the garage doors, and to other limited electrical services. During the annual inspection of the existing generator it was determined that it is in need of major repair. However, the generator is obsolete at 30 years old and parts are no longer available for the unit. Therefore, the city is currently renting a unit for backup at the cost of \$400.00 per week.

The old generator was rated at 30 kilowatts (kW) and was at its capacity. While staff has been looking into a replacement other equipment has been identified that should be on the backup generator. This includes one of two boilers to allow for minimal heat in the building to prevent pipe freeze up in the case of power outage in winter months. In addition, staff would like two more garage doors to be on the backup as well as the IT equipment for the building. This increased demand required staff to consider a larger unit rated at 80kW to provide sufficient power.

Since the anticipated cost was likely to be at least \$20,000, but not more than \$50,000, staff solicited written quotes. Two quotes have been received for a replacement generator.

<u>Company</u>	<u>Total Cost</u>
Cummins NPower	\$25,681.00
Kohler Power Systems	\$23,650.00.

Although Cummins NPower is \$2,031.00 higher, the unit is more fuel efficient and has a higher kilowatt rating of 85 kW. Cummins NPower can deliver within 50 days and Kohler Power System delivery would be in 9-11 weeks. Staff is recommending selecting Cummins as there is a potential rental savings of \$1,500 in addition to the added benefit of efficiency and a higher kW rating.

**Budget Impact**

Funds for the replacement generator are available in the approved 2015 Building Maintenance Operations budget due to an unfilled staff position within this division.

**Recommendation**

It is recommended that City Council authorize the purchase of the 85kW emergency backup generator from Cummins NPower in the amount of \$25,681.00.

**Attachments**

1. Cummins NPower quote
2. Kohler Power Systems quote

Our energy working for you.™



## Quotation

Cummins NPower, LLC  
 1600 Buerkle Road  
 White Bear Lake MN 55110 United States  
 Direct: 651-286-2125  
 March 5, 2015

Project Name: Maplewood Public Works

Quotation: DS077992

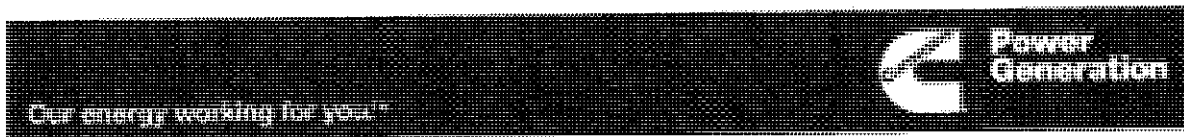
Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
	<b>Spark Ignited Genset: 60Hz-85kW</b>	
Install-US-Stat 85GGHG	U.S. EPA, Stationary Emergency Application	1
	Genset-Spklgn NatGas/Propane,60Hz,85kW-StandbyRtg	1
	Duty Rating-Standby Power	1
	Listing-UL 2200	1
	EmissionsCert-SI,EPA,Emergency,Stationary,40CFR60	1
	Fuel System-Natural Gas	1
	Voltage-120/208,3 Phase,Wye,4 Wire	1
	Alternator-60Hz,12 Ld,Broad Rng,Full 1Ph Outp,105C	1
	SET CONTROL-PCC 2100	1
	Exciter/Regulator-Pmg, 3 Phase Sensor	1
	Engine Governor-Electronic, Isochronous Only	1
	Relays-Genset Status, User Configured	1
	CircuitBreaker-200A,Left,3P,600/525V	1
	CircuitBrkr-200A,Right,3P,600/525V	1
	Auxiliarycontacts/Tripalarm-Dual Circuit Breakers	1
	Skidbase-Housing Ready	1
	Engine Starter - 12 VDC Motor	1
	Battery Charging Alternator-Normal Output	1
	Engine Cooling-High Ambient Air Temperature	1
	Shutdown-Low Coolant Level	1
	Duct Adaptor-Radiator Outlet	1
	Coolant Heater-120 Volt Ac, Single Phase	1
	Exhaust Muffler-Mounted	1
	Genset warranty- Base, Standby 2 years / 400 hours	1
	Literature-English	1
	Rack-Battery	1
	Extension-Oil Drain	1

OTEC225	<b>Transfer Switch-Electronic Control: 225A</b>	
	Transfer Switch-Electronic Control,225Amp	1
	Poles-3	1
	Listing-UL 1008/CSA Certification	1
	Frequency-60 Hertz	1
	System-3 Phase,3 Wire Or 4 Wire	1
	Voltage-208 Vac	1
	Cabinet-Type 1	1
	Genset Starting Battery-12VDC	1
	Clock-Exercise, External	1
	Relay-Elevator Signal	1
	Transfer Switch Warranty - 1 Yr Comprehensive	1
	Gas Pressure Regulator-1-1/2"NPT Inlet/Outlet	1
	Exhaust Pipe Package-End Inlet-3"NPT to 3.5"NPT	1
	Fuel Strainer-Gaseous-2"NPT Inlet/Outlet	1
	Fuel Line, Flex 1-1/2"	1
	Battery Charger, 10Amp-12/24Vdc-120/208/240Vac	1
	Start Up and Load Bank Test	1
	Freight	1
<b>Grand Total</b>		<b>\$25,681.00</b>

**Submitted by**

**Daniel Slagle , Power Generation**  
**daniel.c.slagle@Cummins.com**



### Terms and Conditions

The equipment and/or services included in this quotation are as detailed on the Bill of Material.

Prices are in US dollars and are valid for 60 days. Any applicable taxes are not included. Standard freight costs are included, F.O.B. point-of-shipment on the truck. Delivery on flat-bed truck or other special trailer will be at additional cost. Unloading and placement are the responsibility of the installing contractor and/or buyer.

This quotation does not include any engineering, installation materials or labor. Activities or items such as interconnection wiring, fuel for testing, fuel permitting, concrete pads, hard piping of any kind, etc., are the responsibilities of the installing contractor, unless they are listed in the Bill of Material.

Delivery is expected to be   50   days after receipt of approved submittal drawings.

Payment terms are net 30 days upon approved credit. All payments to be made in cash or approved check. If credit payment card is preferred, add 3% to the quoted price. Retainers are not accepted without prior written approval.

A service charge of 1.5% per month (effective APR 19.6%) will be charged on all past due accounts.

Should Buyer cancel the purchase agreement without Seller's written consent, Seller may, at his option, recover from buyer a cancellation charge of not less than 20% of the purchase price.

Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at customer's request for consolidation or pick-up, etc., will be assessed a 2% per month storage charge, starting 10 days after the scheduled ship date. Storage will be provided for up to 3 months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.

ANY PERSON OR COMPANYS SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO THE PROPERTY MAY FILE A LIEN AGAINST THE PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

YOU HAVE THE RIGHT TO DIRECTLY PAY PERSONS WHO HAVE SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT. YOU HAVE THE RIGHT TO REQUEST A LIEN WAIVER FOR ALL AMOUNTS PAID.

Warranty on this equipment is supplied by the manufacturer of the equipment, not Cummins NPower, LLC. Standard warranty is one year from start-up or 18 months from delivery, which ever comes first, unless special or extended warranties are purchased.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## Total Energy Systems, LLC

14950 Martin Drive / Eden Prairie, MN 55344  
Phone: 866-583-1671 Fax: 952-767-1681

G6, Attachment 2  
Job Name: City Of Maplewood 80  
Offer: 0215BM17  
Version 1.0  
2/26/2015  
Page 1

### "Proven Provider of Critical Power"

To: City Of Maplewood  
Scott Christenson  
1902 County Road B East  
Maplewood, Minnesota 55109  
P: 651-755-3099  
[scott.christenson@ci.maplewood.mn.us](mailto:scott.christenson@ci.maplewood.mn.us)

From: Jim DeGenaro  
Total Energy Systems LLC.  
14950 Martin Dr  
Eden Prairie, Minnesota 55344  
P: 651-925-3183 F: 952-767-1681  
[jdegenaro@totalenergysystems.com](mailto:jdegenaro@totalenergysystems.com)

SAP # 26124717

### GENERATOR SET

#### Kohler Model: 80REZGD

This gas generator set equipped with a 4R9X alternator operating at 120/208 volts is rated for:  
80 kW/100 kVA.

Output amperage: 277

#### Configuration

Qty	Description
1	80REZGD, 12V, 60Hz, 120/208V, 3Ph, 4W, 0.8PF
1	Nameplate Rating, Standby 130 Degree
1	UL2200 Listing
1	Alternator, 4R9X
1	Unit Mounted. Radiator Cooling w/ Duct Flange
1	Air Intake, Standard Duty w/ Restriction Indicator

#### Controller

1	Controller, DEC3000
1	Pre-alarm NFPA-110
1	Run Relay, 12V
1	DEC3000 2Input/5Output ←
1	Manual Speed Adjust

#### Breaker

1	LCB, 300A, LAP, Thermal Magnetic, 80% ←
---	---

#### Accessories

1	Block Heater, 1500W, 120V
1	Battery Charger, Float w/Alarms, 12V-10A
1	Additional Gas Solenoid Valve
1	Flexible Fuel Line
1	Silencer, Critical, 4"NPT, SIEO (Shipped Loose)
1	Flexible Exhaust Conn, 4" NPT (Shipped Loose)
1	Lit Kit, Production, 80REZGD
1	Warranty, 1 Year Standby



## **AUTOMATIC TRANSFER SWITCH**

### **Model KCS-ACTA-0400S**

(3 Pole, 4 Wire, Solid Neutral, 0400 Amps) Kohler Standard automatic transfer switch, 208V, 60 Hz, complete with all standard equipment and housed in a NEMA Type 1 enclosure

#### **Configuration**

Qty	Description
1	KCS-ACTA-0400S
1	Warranty, 1 Year Standard
1	Lit Kit, ATS Production, KCS/KCP/KCC

## **DISTRIBUTOR START-UP**

### **PRODUCT SUPPORT & FIELD TESTS:**

Start-up, must be scheduled a minimum of 10 - 14 days prior to requested start-up date. Contact the Service Department at 1.888.548.1400 ex 3301 for date and time.

#### **SERVICE ITEMS INCLUDED WITH THIS QUOTE:**

Lubricating Oil

Antifreeze - 50/50 Mix

Battery

Start Up Service

One day reserved, during normal business hours, for inspection, engine prep work and initial engine start up

Load Bank Test at Site

Two Hours are Included using a portable resistive load bank.

Training session will be provided at the conclusion of the system start up.

Contractor shall coordinate and schedule start-up and shall be responsible for ADDITIONAL field service costs if start-up cannot be completed in time allowed as a result of incomplete installation.

## **CLARIFICATIONS**

The natural gas generator requires 11 inches of water column (WC) pressure and 1185 cubic feet of gas per hour (CFH) of gas volume to operate correctly at 100% rated capacity

Primary Line Regulator Not Supplied

Installation (all piping, duct work and electrical terminations) by others

Total Energy System's proposal is based on meeting the functional intent and system requirements of the job description.

No specifications or drawings were provided for the project prior to providing the above equipment.

Unless specifically listed in our Bill of Material, equipment not indicated is assumed to be supplied by others. We reserve the right to correct any errors or omissions.

Videotaping of training is not provided due to liability reasons. An approved operational DVD is available upon request and at an additional cost.

NETA testing by others.





## Total Energy Systems, LLC

14950 Martin Drive / Eden Prairie, MN 55344  
Phone: 866-583-1671 Fax: 952-767-1681

G6, Attachment 2  
Job Name: City Of Maplewood 80  
Offer: 0215BM17  
Version 1.0  
2/26/2015  
Page 3

### ADDS/OPTIONS

Adder: Remote Annunciator (NFPA110) is: \$750.00 \_\_\_\_\_ (Please initial if wanted)

Adder: Modbus to Ethernet Converter is: \$345.00ea \_\_\_\_\_ (Please initial if wanted)  
(Two required if connecting to RS485 & Building Automation System)

Adder: Remote E-Stop (NFPA110) is: \$250.00 \_\_\_\_\_ (Please initial if wanted)

Adder: Five Year Comprehensive Warranty is: \$1,406.00 \_\_\_\_\_ (Please initial if wanted)

Adder: Wall Thimble, steel, meets or exceeds NFPA37 and NFPA110 is \$500.00 \_\_\_\_\_ (Please initial if wanted)

Adder: Training Video custom to your location provided after start up has been completed is \$1,500.00 \_\_\_\_\_  
(Please initial if wanted)

**OFFER TOTAL SELL PRICE: \$23,650.00**

Quotation is firm for 60 days.

Lead Time: 9 to 11 weeks after approved submittals.

FOB Job Site (Customer Unload)

Price does not include any applicable taxes or installation.

### OFFER ACCEPTANCE

I hereby authorize Total Energy Systems to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0215BM17, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

**Proposed by:**

Company: Total Energy Systems LLC.

Print Name: Jim DeGenaro

**Accepted by:**

Company: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

PO Number: \_\_\_\_\_



## Total Energy Systems, LLC

14950 Martin Drive / Eden Prairie, MN 55344  
Phone: 866-583-1671 Fax: 952-767-1681

G6, Attachment 2  
Job Name: City Of Maplewood 80  
Offer: 0215BM17  
Version 1.0  
2/26/2015  
Page 4

### **PLEASE NOTE:**

- A. Quotation is firm for 60 days
- B. **Off-loading, installation, insulation, etc. of all associated equipment is not included, unless otherwise stated.**
- C. NETA Testing, if required, is not included and will be completed by others.
- D. Fuel, fuel piping plans, installation and permitting of tanks or piping, if required, is not included.
- E. Quotation meets functional intent of specifications, either verbal or written, unless otherwise noted.
- F. State and local permits, where applicable, are not included and must be purchased by owner or installing contractor.

### **TERMS AND CONDITIONS:**

**TERMS:** Payment is: 30% at submittal drawing approval, 60% when equipment is delivered/received to site and 10% at start-up acceptance of system. **Unless alternative terms are agreed upon prior to acceptance.**

**GENERAL:** Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts. Any agreement or other understanding, supplementing or modifying the conditions of the contract resulting from our acceptance of an order will not be mutually binding unless made in writing.

**LIABILITY:** We accept orders under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. We assume no contingent liability for losses sustained by any purchases through the use of any of the products described.

**RETURNED MATERIAL:** No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

**SHIPMENT:** Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier, which in our opinion is satisfactory.

**TAXES:** State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

**GUARANTEE:** As outlined by appropriate manufacturer.

**CANCELLATION:** All orders cancelled after submittal approval are subject to cancellation charges of 50% submitted by factory to Total Energy Systems.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Karen Guilfoile, City Clerk/Director Citizen Services

**DATE:** March 17, 2015

**SUBJECT:** Approval of a Temporary Lawful Gambling Permit for the Church of the Presentation of the Blessed Virgin Mary

**Introduction**

An application for a Temporary Lawful Gambling Permit has been submitted by Stephen Blessing on behalf of the Church of the Presentation of the Blessed Virgin Mary, 1725 Kennard Street, Maplewood.

**Background**

This permit will be used for the church's annual Spring Festival from Friday, May 15, 2015 to Sunday, May 17, 2015. Proceeds from the event will go towards raising funds for Church operations.

In addition, the applicant has also submitted an Application for Exempt Permit, which is 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 that Council approve the Temporary Lawful Gambling Permit for the Church of the Presentation of the Blessed Virgin Mary's Spring Festival from May 15, 2015 to May 17, 2015 at 1725 Kennard Street.

In addition, staff recommends that Council acknowledge the Application for Exempt Permit and waive any objection to the timeliness of said permit, as governed by MN Statute §349.166.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Paul Schnell, Chief of Police

**DATE:** March 17, 2015

**SUBJECT:** Access to Criminal Justice Data Networks and E-Charging

- a) Approval of Resolution - State of Minnesota Joint Powers Agreements with the City of Maplewood on Behalf of its City Attorney
- b) Approval of Court Data Services Amendment to CJDN Subscriber Agreement
- c) Approval of State of Minnesota Joint Powers Agreement with the Criminal Justice Agency

**Introduction**

With the recent change to Campbell Knutson for City Attorney – Prosecution Services there is a need to enter into a new Joint Powers Agreement with the Bureau of Criminal Apprehension for access to criminal justice data networks and e-Charging. City Council approval is needed to enter into this Agreement.

**Background**

A new Joint Powers Agreement with the Bureau of Criminal Apprehension must be signed for the City Attorney – Prosecution Services to continue receiving access to criminal justice data communications from not only the State of Minnesota but also, through the BCA, the FBI National Crime Information Center. Access to this information is required for the prosecutor to perform their duties and utilize e-Charging.

The attached Resolution makes Elliott B. Knetsch, of Campbell Knutson, or his successor the Authorized Representative.

This Joint Powers Agreement will be in effect for five years.

**Budget Impact**

There is no change in our cost for this new five-year Agreement.

**Recommendation**

It is recommended that City Council approval be given to enter into this Joint Powers Agreement with the Bureau of Criminal Apprehension on behalf of the City Attorney – Prosecution Services.

**Action Required**

Approval to execute resolution, Court Services Subscriber Amendment to CJDN Subscriber Agreement, and State of Minnesota Joint Powers Agreement with the Criminal Justice Agency.

**Attachments**

1. Approval of Resolution - State of Minnesota Joint Powers Agreements with the City of Maplewood on Behalf of its City Attorney
2. Approval of Court Data Services Amendment to CJDN Subscriber Agreement
3. Approval of State of Minnesota Joint Powers Agreement with the Criminal Justice Agency

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF  
MAPLEWOOD ON BEHALF OF ITS CITY ATTORNEY**

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Maplewood on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Maplewood City Prosecutor, Elliott B. Knetsch, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Henry A. Schaeffer is appointed as the Authorized Representative's designee.

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

Passed and Adopted by the Council on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CITY OF MAPLEWOOD

\_\_\_\_\_  
By: Nora Slawik  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Melinda Coleman  
Its City Manager

## COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

### Recitals

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

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

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

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

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to

an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil,



criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

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

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

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

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

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

**11.** [reserved]

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

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

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

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

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not

subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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

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

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

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

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

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

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

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

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

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

SWIFT Contract No. \_\_\_\_\_

**2. SUBSCRIBER (AGENCY)**

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

Name: Nora Slawik  
(PRINTED)

Signed: \_\_\_\_\_

Title: Mayor  
(with delegated authority)

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

Name: Melinda Coleman  
(PRINTED)

Signed: \_\_\_\_\_

Title: City Manager  
(with delegated authority)

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

**3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**4. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

**5. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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

## STATE OF MINNESOTA JOINT POWERS AGREEMENT CRIMINAL JUSTICE AGENCY

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

### Recitals

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

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

### Agreement

#### 1 Term of Agreement

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

#### 2 Agreement between the Parties

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

##### 2.2 Methods of access.

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

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

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

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide



Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

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

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

**2.6 Access granted.**

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

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

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

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

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

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

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

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

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's

transaction record meets FBI-CJIS requirements.

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

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

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

### **3 Payment**

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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

### **4 Authorized Representatives**

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

The Agency's Authorized Representative is Elliot Knetsch, City Attorney, 1380 Corporate Center Curve, Suite 317, Eagan, MN 55121, (651) 452-5000, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

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

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

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

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency.

No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6 Liability**

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

## **7 Audits**

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

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

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

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

## **8 Government Data Practices**

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

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

## **9 Investigation of alleged violations; sanctions**

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

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

subject to any restrictions in applicable law.

## **9.2 Sanctions Involving Only BCA Systems and Tools.**

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

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

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

## **9.3 Sanctions Involving Only Court Data Services**

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

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

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

## **10 Venue**

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

## **11 Termination**

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

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

receiving that notice.

**12 Continuing obligations**

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

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

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

CFMS Contract No. A-\_\_\_\_\_

**2. AGENCY**

Name: Nora Slawik  
(PRINTED)

Signed: \_\_\_\_\_

Title: Mayor  
(with delegated authority)

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

Name: Melinda Coleman  
(PRINTED)

Signed: \_\_\_\_\_

Title: City Manager  
(with delegated authority)

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

**3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**4. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Karen Haag, Citizen Services Director

**DATE:** March 18, 2015

**SUBJECT:** Approval of First Reading Amending the Ordinance Regulating On-Sale Intoxicating Liquor Licenses – Section 6-122 and Waiving Second Reading

**Introduction**

State Statute prohibits an individual or corporation to have a direct or indirect interest in more than one off-sale intoxicating liquor license in a city. State Statute 340A.412 (Subd.3).

This is due to numerous corporations owning multiple restaurant chains, i.e. Olive Garden and Red Lobster are both owned by Darden Restaurants.

In review of our code Section 6-122 we only allow an individual to have a direct or indirect interest in no more than one on-sale intoxicating liquor license which is problematic.

In addition to our local restaurants, this section of the ordinance is in opposition to allowing Ramsey County to have an intoxicating liquor license at both the Ponds of Battle Creek and Goodrich Golf Course.

**Background**

Following are the suggested changes to City Code Section 6-122 deleting the restriction allowing an individual or corporation having a direct or indirect interest in more than one on-sale intoxicating liquor license within the City.

**Sec. 6-122. - One license for any one person or premises; possession of interest in more than one license in off-sale.**

(a) No more than one off-sale ~~or on-sale~~ intoxicating liquor license may be directly or indirectly issued under this article to any one person or for any one place in the city.

(b) It is unlawful for a person to knowingly have or possess a direct or indirect interest in more than one off-sale intoxicating liquor license in the city. Upon conviction therefor the city council may immediately revoke all licenses of the

person. The term "interest," as used in this subsection, shall be as defined in Minn. Stats. § 340A.412, subd. 3.

**Recommendation**

Approve the change to City Code Section 6-122 that would permit more than one interest of an individual or corporation in an on-sale intoxicating liquor license and waive the second reading of the ordinance change.

# City of Maplewood

## Public Hearing Sign-Up Sheet

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

Public Hearing: H1 – Approval of First Reading Amending the Ordinance Regulating On-Sale Intoxicating Liquor License - Section 6-122 and Waive Second Reading

Date: March 23, 2015 Time: 7:00 PM

**Name - First & Last**  
*(please print clearly)*

**Address**

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		



**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Karen Haag, Director Citizen Services  
**DATE:** March 18, 2015  
**SUBJECT:** Reschedule May 25, 2015 City Council Meeting

**Introduction**

The second regularly scheduled city council meeting for the month of May falls on May 25, 2015, 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.*

**Budget Impact**

None

**Recommendation**

Staff recommends cancellation of the May 25, 2015 city council meeting due to Memorial Day Holiday and that the meeting be rescheduled on Tuesday, May 26th. Upon approval, staff will properly post the change of date to notify the public.

**MEMORANDUM**

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

**FROM:** Karen Haag, City Clerk/Citizen Services Director

**DATE:** March 19, 2015

**SUBJECT:** Approval of an On-Sale Intoxicating Liquor License for Goodrich Golf Course, 1830 Van Dyke Street N.

**Introduction**

Bradley Behnke, manager of Goodrich Golf Course has submitted an application for an on-sale intoxicating liquor license for the golf course which is located at 1830 Van Dyke Street N.

**Background**

For the purposes of this license application, a background investigation was previously conducted on Bradley Behnke. Nothing had been identified that would prohibit the issuance of 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**

It is recommended that the Council approve an On-Sale Intoxicating Liquor License for Goodrich Golf Course, 1830 Van Dyke Street N.

**Attachments**

None

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

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

Date: March 23, 2015

	<u>Name - First &amp; Last</u> (please print clearly)	<u>Address</u>	<u>Agenda Item</u>
1.	Bob Zick	NSP	L
2.	Tom Kintey	1987 Mesabi Ave E	L
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

**MEMORANDUM**

**TO:** City Council  
**FROM:** Melinda Coleman, City Manager  
**DATE:** March 17, 2015  
**SUBJECT:** Council Calendar Update

**Introduction/Background**

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

**Upcoming Agenda Items & Work Session Schedule**

1. April 13<sup>th</sup>
  - a. Workshop – Update on New Police CAD System; Fire/EMS Needs and Options; Communication Plan Update
2. April 27<sup>th</sup>
  - a. Workshop – Regional Council of Mayors Presentation given by Myles Shaver from the University of Minnesota and Peter Frosch from Greater MSP; MCC Asset Management Plan
3. May 4<sup>th</sup>, 4:00 pm
  - a. Workshop – Council Staff Retreat, Part 2
4. May 11<sup>th</sup>
  - a. Workshop – 2014 Audit Report

**Budget Impact**

None.

**Recommendation**

No action required.

**Attachments**

None.