

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, February 22, 2016
City Hall, Council Chambers
Meeting No. 04-16

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Mayor's Address on Protocol:

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

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of February 8, 2016 City Council Workshop Minutes
2. Approval of February 8, 2016 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
 - a. Council Calendar Update
2. Council Presentations
3. Approval of 2015 Heritage Preservation Commission Annual Report

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

1. Approval of Claims
2. Approval of the 2016 Spring Clean Up Event
3. Approval of Grant Proposal for Restoration at Prairie Farm Preserve
4. Approval to Submit Grant Proposal to the Minnesota State Arts Board for Kid City Project
5. Approval of Agreement for Use of Harvest Park for the 2016 Susan G. Komen Twin Cities 3-Day Event
6. Approval of a Temporary Lawful Gambling – Local Permit for the Minnesota Waterfowl Association East Metro Chapter, 1946 English St
7. Approval of Joint Powers Agreement with Ramsey County for Voting Systems and Approval of Use in 2016
8. Approval of Contract with Pyrotechnic Display Inc. for July 4th Event

9. Approval of Joint Powers Agreement with the City of North St. Paul Defining Maintenance Responsibilities on Borderline Streets
10. Approval of Resolution Accepting Assessment Roll and Ordering Assessment Hearing for March 14, 2016, Beebe Road Street Improvements, Project 13-10
11. Approval of Resolution Accepting Assessment Roll and Ordering Assessment Hearing for March 14, 2016, Lakewood-Sterling Area Street Improvements, Project 15-11
12. Acceptance of Proposal and Approve Authorization to Contract with S&S Tree and Horticultural Specialists, Inc. as the City's Contract Forester
13. Approval of Racial Equity Project "Needs Assessment" Workplan and Agreement Between Wilder Research and the City of Maplewood

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Consider Approval of Penalties for Tobacco Compliance Failures

K. AWARD OF BIDS

None

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

M. ADJOURNMENT

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

RULES OF CIVILITY FOR THE CITY COUNCIL, BOARDS, COMMISSIONS AND OUR COMMUNITY

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

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

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

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

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

2. Purchase Agreement for Londin Lane Property
a. Intent to Close Meeting (§13D.05 subd. 3c)

Councilmember Abrams moved to close the meeting for purpose of discussing the purchase agreement for the Londin Lane property as permitted by State Statute 13D.05 subd 3c.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Mayor Slawik closed the meeting.

Mayor Slawik opened the meeting.

Attorney Kantrud gave a general synopsis of what was discussed during the closed meeting.

F. ADJOURNMENT

Mayor Slawik adjourned the meeting at 6:58 p.m.

DRAFT

Councilmember Juenemann moved to approve the January 25, 2016 City Council Workshop Minutes as submitted.

Seconded by Councilmember Xiong

Ayes – All

The motion passed.

2. Approval of January 25, 2016 City Council Meeting Minutes

Councilmember Juenemann noted a correction under section A. Call to Order, the date for the State of the City Address needs to be changed from January 21 to January 14.

Councilmember Juenemann moved to approve the January 25, 2016 City Council Meeting Minutes as amended.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations

a. Council Calendar Update

City Manager Coleman gave the update to the council calendar.

2. Council Presentations

a. Energize Maplewood

Councilmember Juenemann reported on the Energize Maplewood Program and launch party that took place at the Maplewood Community Center on January 30, 2016. Councilmember Abrams challenged other Council Members to get the audit for the Energize Maplewood Program.

b. Report from the Dispatch Policy Committee at Ramsey County

Councilmember Juenemann reported on the Ramsey County Dispatch Policy Committee Meeting she attended in the past week.

c. Blood & Organ Donation

Councilmember Juenemann reported that there is a shortage of blood and organ donations and encouraged everyone to donate.

d. Communication Committee

Councilmember Abrams reported on the City's first Communications Meeting she attended.

e. Legislative Breakfast

The motion passed.

2. Approval of Resolution Accepting Assessment Roll and Ordering Assessment Hearing for March 14, 2016, Bellaire Avenue Street Improvements, Project 15-16

Councilmember Juenemann moved to approve the resolution for the Bellaire Avenue Street Improvements, City Project 15-16, Accepting Assessment Roll and Ordering Assessment Hearing.

Resolution 16-02-1307
Accepting Assessment Roll and Ordering Assessment Hearing

WHEREAS, the Clerk and the City Engineer have, at the direction of the council, prepared an assessment roll for the Bellaire Avenue Street Improvements, City Project 15-16, and the said assessment roll is on file in the office of the City Engineer.

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

1. A hearing shall be held on the 14th day of March 2016, at the city hall at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

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

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

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

3. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, East Metro Public Safety Training Center Phase I Bid Package 5C Classroom Building

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, for the East Metro Public Safety Training Center Phase 1 Bid Package 5C Improvements, City Project 09-09.

Resolution 16-02-1308
Directing Modification of Existing Construction Contract
Project 09-09, BID Package 5C, Change Order No. 1

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered

February 8, 2016
City Council Meeting Minutes

Temporary/Seasonal and Casual Part-Time Employees effective January 9, 2016.

Resolution 16-01-1311

WHEREAS, according to the Minnesota Public Employees Labor Relations act, part-time employees who do not work more than 14 hour per week and temporary/seasonal employees who work in positions that do not exceed 67 days in a calendar year, or 100 days for full-time students, are not public employees and are therefore not eligible for membership in a public employee union.

NOW, THEREFORE, BE IT RESOLVED, that the following pay ranges and job classifications are hereby established for temporary/seasonal, casual part-time employees effective January 9, 2016 upon Council approval.

Accountant	\$10.00-30.00	per hour
Accounting Technician	\$9.00-22.00	per hour
Administrative Assistant	\$9.00-23.00	per hour
Background Investigator	\$25.00-40.00	per hour
Building Inspector	\$14.00-35.00	per hour
Building Attendant**	\$9.00-15.00	per hour
Customer Service Assistant**	\$9.00-15.00	per hour
CSO	\$14.50-19.50	per hour
Election Judge	\$9.00-12.00	per hour
Election Judge - Assistant Chair	\$9.00-15.00	per hour
Election Precinct Chair	\$9.00-16.00	per hour
Engineering Aide	\$9.00-16.00	per hour
Engineering Technician	\$10.00-16.00	per hour
Fire Maintenance/Engineer ***	\$15.15	per hour
Firefighter-in-Training (new hire) ***	\$10.83	per hour
Firefighter/EMT ***	\$12.99	per hour
Firefighter/Paramedic ***	\$14.07	per hour
Firefighter/EMT Captain ***	\$15.15	per hour
Firefighter/Paramedic Captain ***	\$16.24	per hour
Battalion Chief ***	\$17.32	per hour
Gardener	\$12.00-22.00	per hour
Intern	\$9.00-20.00	per hour
IT Technician	\$15.00-20.00	per hour
Laborer	\$9.00-14.00	per hour
Manager-on-Duty Differential**	\$1.00	per hour
Office Specialist	\$9.00-18.00	per hour
Receptionist	\$9.00-16.00	per hour
Recreation Instructor/Leader	\$9.00-32.00	per hour
Recreation Official	\$9.00-30.00	per hour
Recreation Worker	\$9.00-18.00	per hour
Vehicle Technician	\$9.00-15.00	per hour
Video Coordinator*	\$11.00-19.00	per hour
Video Technician*	\$10.00-18.00	per hour

* Video positions shall be paid a guaranteed minimum flat fee of \$50 for 4 hours or less.

** Community Center positions shall receive a \$2 per hour differential for working the following holidays: New Years Eve, New Year's Day, Memorial Day, July 4th, and the

Franchise for Providing Cable Services in Maplewood – Second Reading
a. Consider Approval of Second Reading of Franchise Ordinance
b. Consider Approval of Summary of Franchise Ordinance for Publication

City Attorney Kantrud gave the staff report. Patrick Haggerty with Century Link addressed the council to give additional information and answer questions of the council.

Mayor Slawik opened the public hearing. No one spoke.

Mayor Slawik closed the public hearing.

Councilmember Abrams moved to approve the final version of the Franchise Ordinance providing the authority for CenturyLink to provide competitive Cable Communication Services in the City of Maplewood.

Ordinance 963

AN ORDINANCE GRANTING A FRANCHISE TO QWEST BROADBAND SERVICES, INC D/B/A CENTURYLINK TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE, IF ANY, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the development of a competitive Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of the City and the public generally. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City and its residents.

FINDINGS

In the review of the application by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

Grantee's plans for constructing, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;

The Franchise granted to Grantee by the City complies with the existing applicable

Minnesota Statutes, federal laws and regulations; and

The Franchise granted to Grantee is nonexclusive.

SECTION 1. SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the CenturyLink Cable Franchise Ordinance.
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
 - a. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §§543(b)(7).
 - b. "City" means City of Maplewood, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.
 - c. "City Council" means the governing body of the City.
 - d. "Cable Service" or "Service" means Cable Service as defined by Minn. Stat. § 238.01 et seq. and 47 U.S.C § 521 et seq., as may be amended from time to time.
 - e. "Cable System" or "System" means, unless the context clearly indicates otherwise, the Company's network or facility, , consisting of antennas, copper or fiber optic cables, transmitters and receivers, amplifiers, towers, cablecasting facilities, power supplies, pedestals, and any other equipment or facilities intended for the purpose of providing Cable Service to Subscribers in the City. System as defined herein shall not be inconsistent with the definitions set forth in Minn. Stat. § 238.02, subd. 3 and 47 U.S.C § 522(7).
 - f. "Class IV Cable Channel" means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.
 - g. "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.
 - h. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
 - i. "Franchise" or "Cable Franchise" means this ordinance and the regulatory and contractual relationship established hereby.
 - j. "Grantee" is Qwest Broadband Services, Inc d/b/a CenturyLink, its lawful

successors, transferees or assignees.

k. "Gross Revenues" means all revenue received directly or indirectly by the Grantee, its affiliates, subsidiaries, parent, or person in which Grantee has financial interest of five percent (5%) or more, from operation of its System within City to provide Cable Services including, but not limited to, all Cable Service fees, Franchise Fees, late fees, Installation and reconnection fees, upgrade and downgrade fees, set top box fees, Lockout Device fees. The term Gross Revenues shall not include advertising revenues, FCC regulatory fees, bad debt, or any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit or refundable subscriber deposits.

l. "Installation" means the connection of the System from feeder cable to the point of connection with the Subscriber Set Top Box or other terminal equipment.

m. "Living Unit" means a distinct address as tracked in the QC network inventory used by Grantee to identify existing or potential Subscribers. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.

n. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

o. "Mosaic Channel" means a channel which displays miniaturized media screens and related information for a particular cluster of channels with common themes. The Mosaic Channel serves as a navigation tool for Subscribers, which displays the group of Access Channels on a single channel screen and also provides for easy navigation to a chosen Access Channel in the group.

p. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program video signals to Subscribers for a fee or charge, in addition to the charge for other Basic Cable Services or other Cable Services.

q. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

r. "QC" means Qwest Corporation d/b/a CenturyLink, an commonly-owned affiliate of Grantee.

s. "Qualified Living Unit" means a Living Unit which meets the minimum technical qualifications defined by Grantee for the provision of Cable Service.

t. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in City in which the City has an interest, and any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, drive, bridge, tunnel waterway, easement or right-of-way, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, or dedicated for use by City, use by the general public or use compatible with Cable System operations, including other dedicated Rights-of-Way for travel purposes and utility easements.

u. "Right-of-Way Ordinance" means any ordinance of City codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.

v. "Set Top Box" means an electronic device (sometimes referred to as a converter) which may serve as an interface between the System and a Subscriber's television monitor, and which may convert signals to a frequency acceptable to such monitor, and may by an appropriate selector, permit a Subscriber to view all signals of a particular service.

w. "Subscriber" means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. Grantee shall comply with all provisions of its Proposal. Failure of Grantee to provide a System as described in its Proposal, or meet obligations and comply with all provisions therein, may be deemed a violation of this Franchise.

2. Grant of Nonexclusive Authority.

a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, install, operate, upgrade, repair, replace, reconstruct, rebuild, maintain and retain in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below facilities available to Grantee to the extent it is technically and economically feasible to do so.

b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.

c. It shall be unlawful for any Person to construct, install, operate or maintain a Cable System or to offer Cable Service in the City, unless such Person shall have first obtained and shall currently hold a valid franchise. Any affiliate of the Grantee involved in the offering of Cable Service in the City, or directly involved in the ownership, management or operation of the Cable System in the City, shall also comply with all obligations of this Franchise. However, the City and Grantee acknowledge that QC will be primarily responsible for the construction and installation of facilities in the Rights-of-Way which will be utilized by Grantee to provide Cable Services. So long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to the terms and conditions contained in this Franchise. QC's installation and maintenance of facilities in the Rights-of-Way is governed by applicable local, state and federal law. To the extent Grantee

constructs and installs facilities in the Rights-of-Way, such installation will be subject to the terms and conditions contained in this Franchise. Grantee is responsible for all provisions in this Franchise related to: 1) its offering of Cable Services in the City; and 2) the operation of the Cable System regardless of what entity owns or constructs the facilities used to provide the Cable Service. The City and Grantee agree that to the extent QC violates any applicable federal, state, or local laws, rules, and regulations, the City shall first seek compliance directly from QC. In the event the City cannot resolve these violations or disputes with QC, then the City may look to Grantee to ensure such compliance. Failure by Grantee to ensure QC's or any other affiliate's compliance with applicable local, state and federal laws, rules, and regulations, shall be deemed a material breach of this Franchise by Grantee.

d. This Franchise and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive and this Franchise does not, explicitly or implicitly, preclude the issuance of other franchises or similar authorization to operate Cable Systems within the City. Provided, however, that Grantor shall not authorize or permit another Person to construct, operate or maintain a Cable System on material terms and conditions which are, taken as a whole, more favorable or less burdensome than those applied to Grantee.

In the event another Person operates a Cable System authorized by Grantor on terms and conditions that are, taken as a whole, more favorable or less burdensome than the terms and conditions applicable to Grantee under this Franchise, the Grantor shall adjust any such terms and conditions in any other provider's authorization or this Franchise so that the terms and conditions under which such other Person operates, taken as a whole, are not more favorable or less burdensome than those that are applied to Grantee.

3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise, including, without limitation, a requirement on such Person to pay franchise fees on such Person's use of the System to provide Cable Services, to the extent those would be such a requirement under this Franchise if Grantee itself were to use the System to provide such Cable Service. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section.

4. Franchise Term.

The term of the Franchise granted by the City pursuant to this ordinance shall be for a period of five (5) years, provided, however, that no less than six (6) months prior to the expiration of the initial five (5) year term, to the extent the City determines, in the City's sole discretion, that the Company has complied with this Franchise and with applicable law, the City shall have the right to extend the franchise term for an additional period so as to be co-terminus with any franchise then-held by the incumbent cable operator.

5. Compliance with Applicable Laws, Resolutions and Ordinances.

a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System

in City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, local generally applicable ordinance authority, and eminent domain rights of City. Except as provided below, any modification or amendment to this Franchise, or the rights or obligations contained herein, must be within the lawful exercise of City's police power, in which case the provision(s) modified or amended herein shall be specifically referenced in an ordinance of the City authorizing such amendment or modification. This Franchise may also be modified or amended with the written consent of Grantee as provided in Section herein.

b. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City which may have the effect of superseding, modifying or amending the terms of this franchise related to the construction standard with the exception of Section 4.2 herein, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

c. In the event of any conflict between Section 4.2 of this Franchise and any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms in Section 4.2 of this Franchise shall be not be superseded by such City ordinance or regulation, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

d. In the event any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 4.2 of this Franchise, Grantee shall not be required to comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of- Way users.

e. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to the City. The City or Commission shall provide a written response within fourteen (14) days of receipt indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question.

6. Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction.

7. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides.

8. Line Extension. Grantee shall have a line extension obligation at such time that Grantee provides Cable Service to more than fifty percent (50%) of all subscribers receiving facilities-based Cable Service from both the Grantee and any other provider(s) of cable service within the City. At that time, the City, in its reasonable discretion and after meeting with Grantee, shall determine the timeframe to complete deployment to the remaining households in the City, including a density requirement that is the same or similar to the requirement of the incumbent franchised cable operator.

9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Maplewood
Attention: City Manager
1830 County Road B East
Maplewood, MN 55109-2702

If to Grantee: Qwest Broadband Services, Inc. d/b/a CenturyLink
1801 California St., 10th Flr.
Denver, CO 80202
Attn: Public Policy

With copies to: Qwest Broadband Services Inc., d/b/a CenturyLink, 200 S. 5th Street, 21st Flr. Minneapolis, MN 55402, Attn: Public Policy

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits and Construction Codes.

a. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.

b. Failure to obtain permits or comply with permit requirements shall be grounds for revocation of this Franchise, or any lesser sanctions provided herein or in any other applicable law.

2. Repair of Rights-of-Way and Property. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to the same condition as that prevailing prior to Grantee's work to the extent consistent with applicable statutes and rules. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way, public, or private property back into good condition. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration.

3. Conditions on Right-of-Way Use.

a. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

b. All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the use of Rights-of-Way except for normal and reasonable obstruction and interference which might occur during construction and to cause minimum interference with the rights of property owners who abut any of said Rights-of-Way and not to interfere with existing public utility installations.

c. If at any time during the period of this Franchise City shall elect to alter or change the grade or location of any Right-of-Way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the reasonable and lawful standards and specifications of City.

d. The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all reasonable and lawful requirements of City.

e. The Grantee shall, upon request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance written notice to arrange for such temporary changes.

f. The Grantee shall have the authority to trim any trees upon and overhanging the Rights-of-Way of City so as to prevent the branches of such trees from coming in contact with the wires and cables or other facilities of the Grantee.

g. Grantee shall use its best efforts to give reasonable prior notice to any adjacent

private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

4. **Undergrounding of Cable.** Grantee must place newly constructed System facilities underground in areas of City where all other utility lines are placed underground and may place System facilities on poles using aerial construction techniques where existing System facilities or other utility facilities are on poles or otherwise of aerial construction. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe, all pursuant to any required plans submitted with Grantee's permit application(s) and approved by City.
5. **Installation of Facilities.** No poles, conduits, amplifier boxes, pedestal mounted terminal boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee without required permit of City.
6. **Safety Requirements.**
 - a. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
 - b. The Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.
 - c. All System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4. DESIGN PROVISIONS

1. **System Design and Capacity.**
 - a. The Cable System shall have a bandwidth capable of providing the equivalent of a typical 750 MHz Cable System. Recognizing that the City has limited authority under federal law to designate the technical method by which Grantee provides Cable Service, as of the Effective Date of this Franchise, Grantee provides its Cable Service utilizing two (2) different methods. First, using a PON platform, the Grantee provides Cable Service to some Qualified Living Units by connecting fiber directly to the household ("FTTP"). Second, the Grantee provides Cable Service to some Qualified Living Units by deploying fiber into the neighborhoods and using the existing copper infrastructure to increase broadband speeds ("FTTN"). In both the FTTP and FTTN footprint, a household capable of receiving a minimum of 25 Mbps downstream will generally be capable of receiving Cable Service after Grantee performs certain network grooming and conditioning.

- b. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of the specifications herein throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all the requirements of this Franchise, including the exhibits hereto, and in a manner which meets or exceeds applicable FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a signal is transmitted.
- c. System Maintenance. In all its construction and service provision activities, Grantee shall meet or exceed the construction, technical performance, extension and service requirements set forth in this Franchise.
- d. Emergency Alert Capability. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The City may identify authorized emergency officials for activating the EAS consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"). The City may also develop a local plan containing methods of EAS message distribution, subject to Applicable Laws and the EAS Plan. Nothing in this section is intended to expand Grantee's obligations beyond that which is required by the EAS Plan and Applicable Law.
- e. Standby Power. Grantee shall provide standby power generating capacity at the Cable System control center and at all nodes ("Node" means the transition point between optical light transmission and RF transmission of signals being delivered to and received from the Subscriber's premises). Grantee shall maintain standby power system supplies, rated at least at two (2) hours' duration, throughout the trunk and distribution networks. In addition, Grantee shall have in place throughout the Franchise term a plan, and all resources necessary for implementation of the plan, for dealing with outages of more than two (2) hours.
- f. Grantee shall comply with the applicable technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time.
- g. Grantee shall install and maintain its Cable System in accordance with the applicable requirements of the National Electrical Safety Code, and in such manner that the Cable System shall not interfere with any installations of the City or any public utility or institutional utility, or any franchisee, licensee or permittee of the City.
- h. Grantee shall provide and put in use such equipment and appliances as in a manner so as to prevent injury to the wires, pipes, structures, and property belonging to the City or to any Person within the City.

2. Cable Service Availability.

Initial Build Out. No later than the second anniversary of the Effective Date of this Franchise, Grantee shall: 1) be capable of serving a minimum of fifteen percent (15%) of the City's households with Cable Service; provided, however, Grantee will make its best efforts to complete such deployment within a shorter period of time, and; 2) make available and offer Cable Service to all Qualified Living Units, as identified in the

reports and maps required herein showing the total number of Qualified Living Units as of the Effective Date and quarterly thereafter. Grantee shall not deactivate any activated Remote Terminals once activated, nor withdraw the availability of Cable Service to any Qualified Living Unit (except due to non-payment or other customer compliance matter), without the prior approval of the City. In addition, Grantee commits that a significant portion of its investment will be targeted to areas below the median income in the City.

Quarterly Meetings. In order to permit the City to monitor and enforce this Franchise, the Grantee shall, upon demand, promptly make available to the City maps and other documentation showing exactly where within the City the Grantee is currently providing, or able to provide, Cable Service. Grantee shall meet with the City, not less than once quarterly, to demonstrate Grantee's compliance with the provisions of this section concerning the deployment of Cable Services in the City. In order to permit the City to monitor and enforce the provisions of this section and other provisions of this Franchise, the Grantee shall, commencing on or about April 15, 2016, and continuing throughout the term of this Franchise, meet quarterly with the City and make available reports and maps showing the City the following information:

- (a) The total number of Living Units throughout the City;
- (b) The total number of Qualified Living Units as of the Effective Date and each subsequent calendar quarter;
- (c) Information demonstrating Grantee commitment that a significant portion of Grantee's initial investment and Grantee's deployment of Cable Services in the City has been targeted to households below the City's median household income; and
- (d) A list of the public buildings and educational institutions that are Qualified Living Units in the City

In addition, at each quarterly meeting the Grantee will provide to the City a written summary (on a trade secret basis if Grantee so desires) of the foregoing information.

Additional Build-Out Based on Market Success. If, at any quarterly meeting, including any quarterly meeting prior to the second anniversary of the Effective Date of this Franchise as referenced in Section 13 herein, Grantee is actually providing Cable Service to twenty seven and one-half percent (27.5%) of the Qualified Living Units (households capable of receiving Cable Service), then Grantee agrees the minimum build-out commitment shall increase to include an additional fifteen (15%) of the total households in the City within two (2) years from the quarterly meeting; provided, however, the Grantee shall make its best efforts to complete such deployment within a shorter period of time.

For example, if, at a quarterly meeting with the City, Grantee shows that it is capable of serving sixty percent (60%) of the households in the City with Cable Service and is actually serving thirty percent (30%) of those households with Cable Service, then Grantee will agree to serve an additional fifteen percent (15%) of the total households in the City no later than two (2) years after that quarterly meeting (a total of seventy-five percent (75%) of the total households). This additional build-out based on market success shall continue until every household in the City is served.

3. **Interruption of Service.** The Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than forty eight (48) hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.
4. **FCC Reports.** The results of any tests required to be filed by Grantee with the FCC, as it relates to Cable Service pursuant to this Franchise, shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.
5. **Nonvoice Return Capability.** Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.
6. **Lockout Device.** Upon the request of a Subscriber, Grantee shall make available a Lockout Device at no additional charge to Subscribers.
7. **System Design.**
 - a. The System shall have the capability to carry community (PEG) programming originated from other Minneapolis/St. Paul metropolitan area franchising authorities.
 - b. Grantee shall provide a discrete, non-public, video interconnect network, from an agreed upon demarcation point at the City's Master Control Center to Grantee's headend. The video interconnect network shall not exceed 50 Mbps of allocated bandwidth, allowing the City and PEG operators that have agreed with Grantee to share (send and receive) live and recorded programming for playback on their respective systems.
 - c. Where available the Grantee shall provide the video interconnect network and the network equipment necessary for the high-priority transport of live multicast HD/SD video streams as well as lower-priority file-sharing. Grantee shall provide 50 Mbps bandwidth for each participating PEG entity to send its original programming, receive at least two additional multicast HD/SD streams from any other participating PEG entity, and allow the transfer of files. Each participating PEG entity is responsible for encoding its own SD/HD content in suitable bit rates to be transported by the video interconnect network without exceeding the 50 Mbps of allocated bandwidth.
8. **System Performance.**
 - a. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than forty eight (48) hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.
 - b. **Special Testing.** The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such

construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.

c. Before ordering such tests, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by a qualified engineer selected by City and Grantee, and Grantee shall cooperate in such testing.

d. FCC Reports. The results of any tests related to the City required to be filed by Grantee with the FCC shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.

e. Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

SECTION 5. ACCESS CHANNEL(S) PROVISIONS

1. Public, Educational and Government Access.

a. Within 120 days of Effective Date, the Grantee shall make available one (1) channel on the Basic Service Tier to be used for Government access programming. On a future date to be mutually agreed upon by the Grantee and the City, the Grantee shall make available up to four (4) additional channels to be used for PEG access programming on the Basic Service Tier. This obligation on Grantee shall terminate 365 days after the Effective Date. These channels will be located at Channels 8056-8060 ("Access Channels").

If the City delivers programming to Grantee in HD, then Grantee shall make the Access Channel(s) carrying such programming available to Subscribers in both HD and SD. Thus, if City delivers all PEG access programming in HD, the Grantee will provide the equivalent of ten (10) Access Channels for such programming (5 HD; 5 SD). The City has the sole discretion to designate the use of each Access Channel for public, educational, or governmental purposes.

b. Grantee shall provide a technically reliable path for upstream and downstream transmission of the Access Channels, which will in no way degrade the technical quality of the Access Channels, from an agreed upon demarcation point at the City's Master Control Center and from any other PEG access programming locations designated by the City, to Grantee's headend, on which all Access Channels shall be transported for distribution on Grantee's subscriber network. The Access Channels shall be delivered without degradation to Subscribers. Grantee may meet the obligations of this subsection by providing, free of charge and at no cost to the City, a

direct fiber connection and necessary equipment to transmit PEG programming from the City's designated programming locations and the permanent location of the City's Master Control Center to the Grantee's headend ("PEG Origination Connection"). As necessary, the Grantee shall undertake construction of direct connections and necessary equipment to each of the programming origination sites as identified by the City within a reasonable period of time taking into consideration weather and related technical issues.

c. The City will give Grantee written notice detailing the point of origination and the capability sought by the City. The Access Channels may be renumbered and moved by the Grantee upon thirty (30) days' notice to Subscribers and the City; provided, that in such event the City is programming the channel(s) Grantee shall pay all reasonable costs or expenses arising out of the renumbering and moving of any of the above-listed channels including, but not limited to, equipment necessary to effect the change at the programmer's production or receiving facility (school frequency routing equipment, etc.) This paragraph shall not apply to Regional Channel 6.

d. At such time the City is programming four (4) or more of the Access Channels such channels may be made available through a multi-channel display (i.e. a picture in picture feed) on a single TV screen called a "mosaic" where a Subscriber can access via an interactive video menu any of the PEG access channels (the "Maplewood Mosaic"). The Maplewood Mosaic will be located at a Channel mutually agreed to by the Grantee and City in the area of the channel lineup where similar PEG mosaics are located. The Maplewood Mosaic will contain only Access Channels authorized by the City.

e. Video on Demand. Grantee shall provide Video on Demand service ("VOD") for PEG access programming. The VOD service to be provided herein shall be limited to up to twenty (20) hours per month. The City will be solely responsible for determining programming priority and will be responsible for providing Grantee with good quality masters in a format determined through mutual agreement. A presentation form (stating program information, the City's acceptance of responsibility for content, "kill" dates if applicable, and other matters) and content delivery method will be determined through mutual agreement of the parties.

2. Charges for Use. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to City and the public.

3. Access Rules. City, or its designee, shall implement rules for use of any access channel(s).

4. Access Support.

a. Grantee will collect from Subscribers and remit to the City a monthly PEG Fee of \$4.25 per subscriber, per month. The PEG Fee will be remitted to the City on a quarterly basis. The PEG Fee will be paid to the City at the same time as the Franchise Fee. Starting with the 2016 calendar year, the City may elect to increase, or decrease this fee based on the incumbent cable franchisee's PEG support obligation, or the Consumer Price Index. Any such election must be made in writing to the Franchisee ninety (90) days prior to becoming effective. In no event shall the

monthly per Subscriber fee be in an amount different from the incumbent cable provider. The PEG Fee may be used for operational or capital support of PEG programming. In the event the incumbent's per Subscriber, per month collection and payment to the City is modified for any reason, including, for example, due to renewal of the incumbent's franchise on different terms or the incumbent's recalculation of the amount due under its then-existing franchise, the parties agree to work cooperatively, in good faith, to modify the Grantee's PEG support payment obligation accordingly. As deemed necessary or appropriate, the parties may agree to amend this Franchise for such purpose.

b. Grantee shall provide the City two (2) 30-second ad avails during periods in which ample unsold/unused air time on such channels exists for City public service announcements (PSAs), free of charge, during the term of the Franchise, on a run of schedule basis. The ad avails shall be produced by the City to announce, identify, or promote community television. Grantee shall also print and mail a post card promoting community programming, to households in the City subscribing to Grantee's Cable Service at no cost to the City, no less frequently than twice per year, or at such time as a Access Channel is moved or relocated, upon the written request of the City. The post card shall be designed by the City and shall conform to the Grantee's standards and policies for size and weight. Any post card denigrating the Grantee, its service or its programming is not permitted.

5. Regional Channel 6. Grantee shall designate standard VHF Channel 6 for uniform regional channel usage to the extent required by state law.

6. State and Federal Law Compliance. Satisfaction of the requirements of this Section satisfies any and all of Grantee's state and federal law requirements of Grantee with respect to PEG access.

SECTION 6. INSTITUTIONAL NETWORK (I-NET) PROVISIONS AND RELATED COMMITMENTS

1. Grantee acknowledges that the City has acquired I-Net capacity, facilities, interconnection, services and resources from existing franchised cable service providers to design, construct and operate an Institutional Network and to facilitate PEG Institutions' uses of the I-Net. Grantee shall provide additional connectivity for PEG access programming purposes as provided in Section 5.1(b) and (c) above. The parties acknowledge that the public interest would not be served by duplicating existing I-Net facilities or services provided under other cable services franchises.

2. Subscriber Network Drops to Designated Buildings.

a. Grantee shall provide, free of charge, Installation of one (1) subscriber network Drop, one (1) cable outlet, one (1) set top box or other device, if necessary, monthly Basic Cable Service to each public and private school, public library branch, police and fire station, community center and public building that requests a drop in writing, and to such other public institutions as the City may reasonably request from time to time provided such location is a Qualified Living Unit and not currently receiving service from another provider.

b. The above referenced institutions may add outlets at its own expense, as long as

such Installation meets Grantee's standards.

SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS

1. **Administration of Franchise.** The City Manager or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City, or its designee, may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law. The City may not unilaterally alter the material provisions of this Franchise.
2. **Delegated Authority.** The City may appoint a citizen advisory body or a Joint Powers Commission, or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegatee of City.
3. **Franchise Fee.**
 - a. During the term of the Franchise, Grantee shall pay quarterly to City, or properly appointed delegatee, a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently permitted by federal statute.
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation.
 - c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.
4. **Access to Records.** The City shall have the right to inspect, upon reasonable notice and during normal business hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records.
5. **Reports and Maps.**
 - a. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in form and substance as required by City.
 - b. Grantee shall prepare and furnish to City, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise as City may require. City shall make its best effort to protect proprietary or trade secret information all consistent with state and federal law.
 - c. If required by the Right-of-Way Ordinance, Grantee or its affiliate, as applicable, shall make available to the City Manager the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee or its affiliate, as applicable, shall make available to the City updates of such maps, plats and permanent records annually if changes have been

made in the System.

6. Periodic Evaluation.

a. The City may require evaluation sessions one time during the term of this Franchise, upon fifteen (30) days written notice to Grantee.

b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City deems relevant.

c. As a result of a periodic review or evaluation session, upon notification from City, Grantee shall meet with City and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are legally, economically and technically feasible.

SECTION 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Performance Bond.

a. Within 30 days after the effective date and at all times thereafter, until the Grantee has liquidated all of its obligations with City, the Grantee shall furnish a bond to the City in the amount of \$100,000.00 in a form and with such sureties as reasonably acceptable to City. This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by City with respect to the bond are in addition to all other rights City may have under the Franchise or any other law. City may, from year to year, in its sole discretion, reduce the amount of the bond.

b. The time for Grantee to correct any violation or liability, shall be extended by City if the necessary action to correct such violation or liability is, in the sole determination of City, of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) days period and thereafter uses reasonable diligence to correct the violation or liability.

c. In the event this Franchise is revoked by reason of default of Grantee, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City as a result of said default or revocation.

- d. Grantee shall be entitled to the return of the performance bond, or portion thereof, as remains sixty (60) days after the expiration of the term of the Franchise or revocation for default thereof, provided City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said default.
- e. The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.
2. Letter of Credit.
- a. At the time of acceptance of this Franchise, Grantee shall deliver to City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to City, from a National or State bank approved by Commission, in the amount of \$25,000.00.
- b. The Letter of Credit shall provide that funds will be paid to City, as appropriate, upon written demand of City, and in an amount solely determined by City in payment for penalties charged pursuant to this Section, in payment for any monies owed by Grantee to City or any person pursuant to its obligations under this Franchise, or in payment for any damage incurred by City or any person as a result of any acts or omissions by Grantee pursuant to this Franchise.
- c. In addition to recovery of any monies owed by Grantee to City or any person or damages to City or any person as a result of any acts or omissions by Grantee pursuant to the Franchise, City, in its sole discretion after notification to Grantee and a minimum allowance of thirty (30) days to cure, may charge to and collect from the Letter of Credit the following penalties:
- i. For failure to provide data, documents, reports or information or to cooperate with City during an application process or system review or as otherwise provided herein, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.
 - ii. Fifteen (15) days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.
 - iii. For failure to provide the services Grantee has proposed, including, but not limited to, the implementation and the utilization of the access channels and the maintenance and/or replacement of the equipment and other facilities, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.
 - iv. For failure to comply with any of the provisions of this Franchise, or other applicable City ordinance for which a penalty is not otherwise specifically provided pursuant to this paragraph c, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues up to a maximum of 30 days.

d. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed; provided, however, that no more than one penalty amount shall be imposed for each separate violation.

e. Whenever City or Commission finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, or for any other violation contemplated in Subparagraph c. above, a written notice shall be given to Grantee informing it of such violation. At any time after thirty (30) days (or such longer reasonable time which, in the determination of City or Commission, is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole opinion of City, City may draw from the Letter of Credit all penalties and other monies due City or Commission from the date of the local receipt of notice.

f. Whenever the Letter of Credit is drawn upon, Grantee may, within seven (7) days of such draw, notify City, in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by Grantee to City shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue and City may continue to draw from the Letter of Credit during any appeal pursuant to this subparagraph f.

- i. City shall hear Grantee's dispute within sixty (60) days and render a final decision within sixty (60) days thereafter.
- ii. Upon the determination of City that no violation has taken place, City shall refund to Grantee, without interest, all monies drawn from the Letter of Credit by reason of the alleged violation.

g. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in Paragraph A of this Section.

h. If City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to City a like replacement Letter of Credit or certification of replenishment for the full amount stated in Section 8 herein as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any draws upon the Letter of Credit.

i. If any Letter of Credit is not so replaced or replenished, City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

- j. The collection by City, of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to either, nor shall any act, or failure to act, by City, pursuant to the Letter of Credit, be deemed a waiver of any right of City, pursuant to this Franchise or otherwise.
3. Indemnification of City.
- a. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, to the extent caused by Grantee's construction, operation, maintenance, repair or removal of the System or by any other action of Grantee with respect to this Franchise.
- b. Grantee shall contemporaneously with this Franchise execute an Indemnity Agreement in the form attached hereto which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise. This obligation includes any claims by another franchised cable operator against the City that the terms and conditions of this Franchise are less burdensome than another franchise granted by the city or that this Franchise does not satisfy the requirements of applicable state law(s). Grantee shall additionally indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise. On or before the Effective Date, Grantee shall execute a separate indemnity agreement in a form acceptable to the City, which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise.
- This obligation includes any claims by the incumbent cable operator against the City that the terms and conditions of this Franchise are less burdensome than the incumbent's franchise, or that this Franchise does not satisfy the requirements of applicable state law(s).
- c. Nothing in this Franchise relieves a Person, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.
- d. The Grantee shall not be required to indemnify the City for negligence or misconduct on the part of the City or its officers, boards, committees, commissions, elected or appointed officials, employees, volunteers or agents, including any loss or claims.
4. Insurance.
- a. As a part of the indemnification provided in Section, but without limiting the

foregoing, Grantee shall file with City at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including broadcaster's/cablecaster's liability and contractual liability coverage, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, City officers, elected officials, boards, commissions, agents and employees.

b. The policies of insurance shall be in the sum of not less than \$1,000,000.00 for personal injury or death of any one Person, and \$2,000,000.00 for personal injury or death of two or more Persons in any one occurrence, \$500,000.00 for property damage to any one person and \$2,000,000.00 for property damage resulting from any one act or occurrence.

c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to City.

SECTION 9. SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that:

- i. Grantee has violated material provisions(s) of this Franchise; or
- ii. Grantee has attempted to evade any of the provisions of the Franchise; or
- iii. Grantee has practiced fraud or deceit upon City.

City may revoke this Franchise without the hearing required by herein if Grantee is adjudged a bankrupt.

2. Procedures for Revocation.

a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required herein, City shall provide Grantee with the basis of the revocation.

- b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
 - c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
 - d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any person or the public.
- 3. **Abandonment of Service.** Grantee may not abandon the System or any portion thereof, used exclusively for the provision of cable service, without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof, used exclusively for the provision of cable service, without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.
- 4. **Removal After Abandonment, Termination or Forfeiture.**
 - a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System used exclusively for the provision of cable service from all Rights-of-Way and public property within City.
 - b. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.
- 5. **Sale or Transfer of Franchise.**
 - a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. Upon notice to City, Grantee may undertake legal changes necessary to consolidate the corporate or partnership structures with its affiliates provided there is no change in the controlling interests which could

materially alter the financial responsibilities for the Grantee.

b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section. The term controlling interest as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following:

i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof.

ii. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MnDOT. Upon request, Grantee shall provide City with a complete copy of any such document; and

iii. Any other documents or information related to the transaction as may be specifically requested by the City.

d. City shall have such time as is permitted by federal law in which to review a transfer request.

e. The Grantee shall reimburse City for all the reasonable legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its subscriber rates.

f. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments provided by the transferor.

g. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subparagraph (a) or (b) of this Section, City shall have the right to purchase the System for the value of the consideration proposed in such transaction. City's right to purchase shall arise upon City's receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change, or assignment, which Grantee has accepted. Notice of such offer or proposal must be conveyed to City in writing and separate from any general announcement of the transaction.

h. City shall be deemed to have waived its right to purchase the System pursuant to this Section only in the following circumstances:

- i. If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 9 hereinabove, its intention to exercise its right of purchase; or
- ii. It approves the assignment or sale of the Franchise as provided within this Section.
- iii. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.

SECTION 10. PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and city laws.
2. Subscriber Privacy.
 - a. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.
 - b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business use or to City for the purpose of Franchise administration, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.
 - c. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this Section.

SECTION 11. UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1. **Unauthorized Connections or Modifications Prohibited.** It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive services of the System without Grantee's authorization.
2. **Removal or Destruction Prohibited.** It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever, except for any rights City may have pursuant to this Franchise or its police powers.
3. **Penalty.** Any firm, Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 12. MISCELLANEOUS PROVISIONS

1. **Franchise Renewal.** Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.
2. **Work Performed by Others.** All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. **Amendment of Franchise Ordinance.** Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 4 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Provided, however, nothing herein shall restrict City's exercise of its police powers.
4. **Compliance with Federal, State and Local Laws.**
 - a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal

laws and regulations regarding cable as they become effective.

b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

5. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

6. Rights Cumulative. All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise

SECTION 13. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section.

2. Acceptance.

a. Grantee shall accept this Franchise within sixty (60) of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption

of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.

c. Grantee shall accept this Franchise in the following manner:

- i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City or its designee.
- ii. With its acceptance, Grantee shall also deliver any performance bond, letter of credit and insurance certificates required herein that are due but have not previously been delivered.

EXHIBIT A

PEG access channels dedicated to Maplewood

- 14 – Maplewood Access 8057 – TBD
- 15 – Maplewood Access
- 16 – Maplewood Government Access (originates City Hall)
- 18 – Maplewood Access
- 19 – Maplewood Access
- 20 – ISD 622 Educational Access (narrowcast North St. Paul, Maplewood, Oakdale, Lake Elmo)
- 95 – Maplewood Access
- 98 – Maplewood Access 801 - Maplewood Access (HD simulcast)

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Abrams moved to approve the summary of the Franchise Ordinance enfranchising CenturyLink to provide Cable Communication Services in the City of Maplewood.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Consider Approval of the Senior Task Force Report

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

Senior Task Force Members Karla Sand, Russell Susag and Loretta Novak addressed the council to give additional information.

Councilmember Abrams moved to approve the Senior Task Force Report.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Consider Approval of Penalties for Alcohol Compliance Failures

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

Councilmember Abrams moved to approve the compliance failure penalties as indicated below:

<u>ORGANIZATION NAME</u>	<u>AMOUNT</u>
A1 Liquor, 19 Century Avenue S	\$ 500
Bleachers Bar & Grill, 2220 White Bear Avenue	\$ 1,000
Jake's City Grill, 1745 Beam Avenue	\$ 500
Noodles and Company, 2865 White Bear Avenue	\$ 500
Noodles and Company, 2865 White Bear Avenue	\$ 1,000
Tiki Hut, 1820 Rice Street	\$ 500

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

3. Beebe Road Street Improvements, Project 13-10

- a. Consider Approval of Resolution Approving Plans and Specifications and Advertising for Bids**
- b. Consider Approval of Resolution Ordering Preparation of Assessment Roll**

City Engineer/Deputy Public Works Director Love gave the staff report.

Councilmember Abrams moved to approve the Resolution for Plans and Specifications and Advertising for Bids for the Beebe Road Street Improvements, City Project 13-10.

Resolution 16-02-1313
Approving Plans
Advertising for Bids

WHEREAS, pursuant to resolution passed by the City Council on November 9, 2015 plans and specifications for the Beebe Road Street Improvements, City Project 13-10, have been prepared by (or under the direction of) the City Engineer, who has presented such plans and specifications to the council for approval,

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

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

2. The City Clerk or office of the City Engineer shall prepare and cause to be inserted into the official paper and Finance and Commerce an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published twice, at least twenty-one days before the date set for bid opening, shall specify the work to be done, shall state that bids will be publicly opened and considered by the council at 2:00 p.m. on the 2nd day of March, 2016, at city hall and that no bids shall be considered unless sealed and filed with the clerk and accompanied by a certified check or bid bond, payable to the City of Maplewood, Minnesota for five percent of the amount of such bid.

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

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

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

Resolution 16-02-1314
Ordering Preparation of Assessment Roll

WHEREAS, the City Clerk and City Engineer will receive bids for the Beebe Road Street Improvements, City Project 13-10,

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

FURTHER, the City Clerk shall, upon completion of such proposed assessment notify the City Council thereof.

Seconded by Councilmember Xiong Ayes – All

The motion passed.

- 4. Lakewood-Sterling Area Street Improvements, Project 15-11**
a. Consider Approval of Resolution Approving Plans and Specifications and Advertising for Bids

b. Consider Approval of Resolution Ordering Preparation of Assessment Roll

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

Councilmember Xiong moved to approve the Resolution Approving Plans and Specifications and Advertising for Bids for Lakewood-Sterling Area Street Improvements, Project 15-11.

Resolution 16-02-1315
Approving Plans
Advertising for Bids

WHEREAS, pursuant to resolution passed by the City Council on November 9, 2015 plans and specifications for the Lakewood-Sterling Area Street Improvements, City Project 15-11, have been prepared by (or under the direction of) the City Engineer, who has presented such plans and specifications to the council for approval,

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

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

2. The City Clerk or office of the City Engineer shall prepare and cause to be inserted into the official paper and Finance and Commerce an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published twice, at least twenty-one days before the date set for bid opening, shall specify the work to be done, shall state that bids will be publicly opened and considered by the council at 10:00 a.m. on the 2nd day of March, 2016, at city hall and that no bids shall be considered unless sealed and filed with the clerk and accompanied by a certified check or bid bond, payable to the City of Maplewood, Minnesota for five percent of the amount of such bid.

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

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Xiong moved to approve the Resolution Ordering Preparation of Assessment Roll for Lakewood-Sterling Area Street Improvements, Project 15-11.

Resolution 16-02-1316
Ordering Preparation of Assessment Roll

February 8, 2016
City Council Meeting Minutes

WHEREAS, the City Clerk and City Engineer will receive bids for the Lakewood-Sterling Area Street Improvements, City Project 15-11,

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

FURTHER, the City Clerk shall, upon completion of such proposed assessment notify the City Council thereof.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

K. AWARD OF BIDS

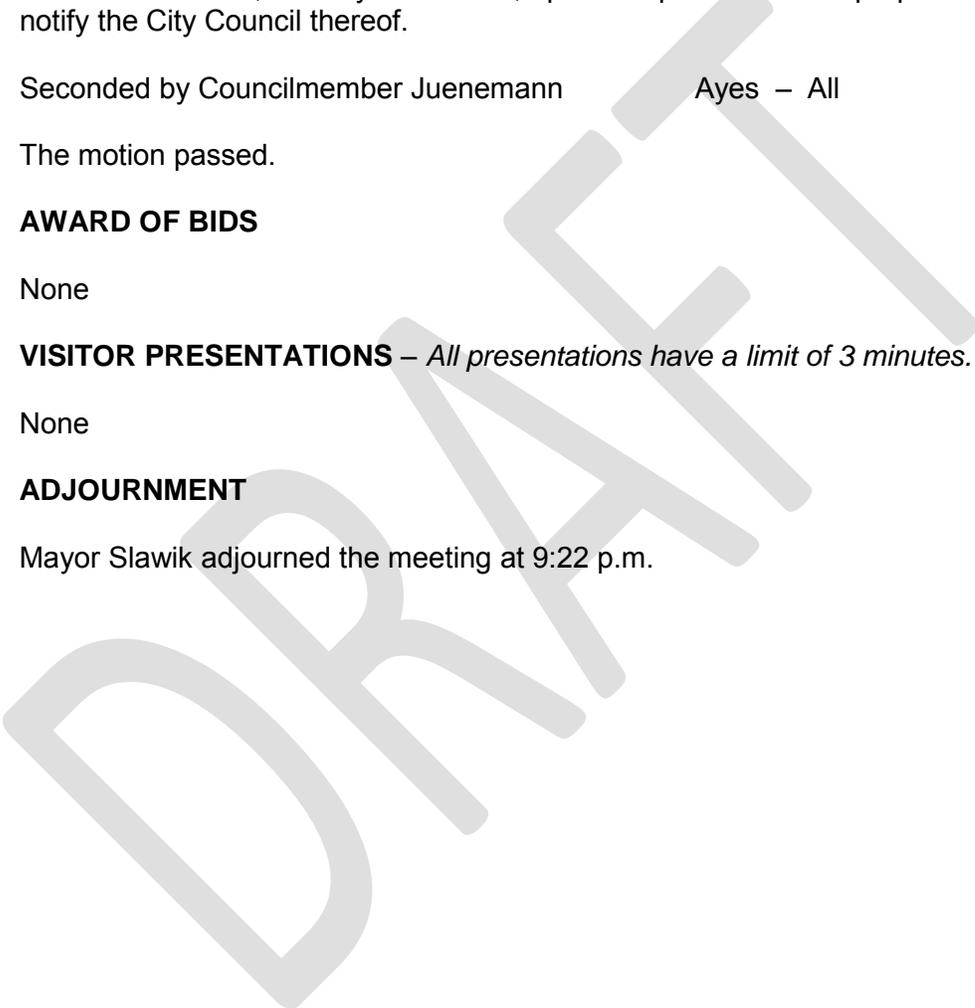
None

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

None

M. ADJOURNMENT

Mayor Slawik adjourned the meeting at 9:22 p.m.



MEMORANDUM

TO: City Council
FROM: Melinda Coleman, City Manager
DATE: February 2, 2016
SUBJECT: Council Calendar Update

Introduction/Background

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

Upcoming Agenda Items & Work Session Schedule

1. March 14th
 - a. Workshop: Business Retention Discussion, Communication Plan/Committee Report
2. March 21st
 - a. Executive Workshop 2 – 8 pm
3. March 28th
 - a. Workshop: Emergency Management Plan Review, Update on Fire/EMS Work Group
4. April 11th
 - a. Workshop: Ashland Productions / MCC Theater Overview

Budget Impact

None

Recommendation

No action required.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Heritage Preservation Commission
Ginny Gaynor, Natural Resources Coordinator/HPC Staff Liaison

DATE: February 22, 2016

SUBJECT: Approval of 2015 Heritage Preservation Commission Annual Report

Introduction

The Heritage Preservation Commission (HPC) approved their annual report on January 14, 2016, and submits it for council approval.

Discussion

2015 HPC ANNUAL REPORT

Members

The HPC consists of six 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	04-30-18
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
Brenda Rudberg	04-11-11	04-30-17

The staff liaison is Ginny Gaynor, Natural Resources Coordinator.
Council liaison to the HPC in 2015 was Marvin Koppen.

Meetings

The HPC's regularly scheduled meetings are the second Thursday of the month at 7:00 p.m. In 2015, the HPC held nine meetings.

Designated Sites as of December 31, 2015

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 and structures, which was developed by the 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 2015. The HPC drafted materials for the program in 2015 and will launch it in 2016.
 - 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 Creager attended the annual Minnesota State Preservation conference (funded by CLG grant).
2. The HPC recommended Carolyn Peterson for the 2014 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.
3. The following guest speakers gave historical presentations at HPC meetings:
 - a. Roles of Historic Preservation Agencies and Key Legislation, Professor Beth Wielde Heidelberg, Minnesota State University, Mankato
 - b. Mid-Century Modern Architecture, Professor Beth Wielde Heidelberg, Minnesota State University, Mankato
4. The HPC toured St. Paul Regional Water.
5. The HPC reviewed and approved updates for the Fish Creek Concept Plan. In addition, the HPC was updated on and discussed Gladstone Phase II Improvements and the new play area at Joy Park.
6. The HPC recognized the following buildings that were demolished in 2014:
 - 2240 Hazelwood Street N, house
 - 1955 English Street N, Maplewood Bowl
 - 2438 Stillwater Road E, house on Gethsemane School property
 - 1241 Beam Avenue E, house
 - 824 McKnight Road S, house
 - 1958 Rice Street N, Zittel Greenhouse

7. The HPC reviewed and added to the list of properties that may be historically significant.
8. The HPC helped initiate the Fish Creek Archeology project. Partners Ramsey County Historical Society, Maplewood Area Historical Society (MAHS), and City of Maplewood brought in archeologist Jeremy Nienow to lead two community archeology sessions at Fish Creek. Several artifacts were found. In addition to preparing a project report, Nienow did a presentation on the project to the community.
9. The HPC partnered with MAHS and City of Maplewood to work on the 60 Stories Project. From January 7, 2016 through February 23, 2017, the partners will issue one story about Maplewood history each week via the City's website, twitter, and facebook.
10. The HPC developed a draft brochure and procedures for the local designation program.

Outside Activities

Several HPC members are also members of MAHS 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.

2016 Goals

The HPC approved the following goals for 2016:

1. Continue 60 stories project.
2. Plan Trivia Contest and any associated 60th anniversary activities.
3. Make recommendation for 2016 Maplewood Heritage Award.
4. Designate Gladstone Savanna as a local historic site.
5. Review Century Homes and Businesses and outline procedures for this program.
6. Write grant and RFP to conduct survey of non-residential properties.
7. Create sign for Lookout Park.

Budget Impact

None.

Recommendation

Approve the 2015 Heritage Preservation Commission Annual Report.

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MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Joe Rueb, Accounting Supervisor
DATE: February 16, 2016
SUBJECT: Approval of Claims

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

ACCOUNTS PAYABLE:

\$ 331,124.66	Checks #96719 thru #96771 dated 01/26/16 thru 02/02/16
\$ 280,469.80	Disbursements via debits to checking account dated 01/25/16 thru 01/29/16
\$ 103,252.99	Checks # 96772 thru # 96805 dated 02/09/16
\$ 6,442,952.74	Disbursements via debits to checking account dated 02/01/16 thru 02/05/16
\$ 343,508.66	Checks #96806 thru # 96857 dated 02/10/16 thru 02/16/16
\$ 252,854.06	Disbursements via debits to checking account dated 02/08/16 thru 02/12/16
<u>\$ 7,754,162.91</u>	Total Accounts Payable

PAYROLL

\$ 707,168.61	Payroll Checks and Direct Deposits dated 01/29/16
\$ 1,622.98	Payroll Deduction check # 99102023 thru # 99102026 dated 01/29/16
\$ 534,129.13	Payroll Checks and Direct Deposits dated 02/12/16
\$ 1,310.03	Payroll Deduction check # 99102051 thru #99102053 dated 02/12/16
<u>\$ 1,244,230.75</u>	Total Payroll
<u><u>\$ 8,998,393.66</u></u>	<u>GRAND TOTAL</u>

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

Attachments

Check Register
City of Maplewood

01/28/2016

Check	Date	Vendor	Description	Amount	
96719	01/26/2016	02464	US BANK	FUNDS FOR CITY HALL ATM	10,000.00
96720	02/02/2016	02149	HEIDI CAREY	MARKETING & ADVERTISING - JAN	4,000.00
96721	02/02/2016	00585	GOPHER STATE ONE-CALL	ANNUAL FACILITY OPERATOR FEE 2016	100.00
96722	02/02/2016	03759	HOTSYMINNESOTA.COM	REPAIRS TO PW PRESSURE WASHER	772.43
	02/02/2016	03759	HOTSYMINNESOTA.COM	SOPA FOR PW NORTH WASH BAY	327.25
96723	02/02/2016	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 14-01 PROF SRVS THRU 12/31	1,698.65
	02/02/2016	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 12-14 PROF SRVS THRU 12/31	830.77
96724	02/02/2016	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 1/23 & 1/24	1,535.00
96725	02/02/2016	01933	MUNICIPAL CODE CORP	SUPPLEMENT PAGES:IMAGES,GRAPHS	7,944.62
	02/02/2016	01933	MUNICIPAL CODE CORP	SUPPLEMENT PAGES- REPRINT PAGES	94.86
96726	02/02/2016	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD LIVING - JAN	7,836.38
96727	02/02/2016	01819	PAETEC	LOCAL PHONE SERVICE 12/15 - 01/14	720.65
96728	02/02/2016	01337	RAMSEY COUNTY-PROP REC & REV	TRUTH IN TAXATION NOTICE 2015	2,909.19
96729	02/02/2016	01886	ROSENBAUER MINNESOTA, LLC	TRUCK REPAIR	52.83
96730	02/02/2016	01546	SUBURBAN SPORTSWEAR	UNIFORM SHIRTS FOR ADMISSIONS	462.50
	02/02/2016	01546	SUBURBAN SPORTSWEAR	SWEATSHIRTS FOR STAFF - REIMB 63683	347.00
96731	02/02/2016	05488	SUN LIFE FINANCIAL	PREMIUM - LIFE,LTD,STD - JANUARY	7,750.28
96732	02/02/2016	01750	THE WATSON CO INC	MDSE FOR RESALE	191.52
96733	02/02/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	12,639.38
	02/02/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	8,097.52
	02/02/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	7,694.02
96734	02/02/2016	00043	ADAM'S PEST CONTROL INC	BAIT STATION INSPECTION/REFILL-PW	159.00
	02/02/2016	00043	ADAM'S PEST CONTROL INC	BAIT STATION INSPECTION/REFILL-CH	85.00
	02/02/2016	00043	ADAM'S PEST CONTROL INC	BAIT STATION INSPECTION/REFILL-PARKS	51.00
96735	02/02/2016	04848	AVESIS	MONTHLY PREMIUM - FEBRUARY	314.79
96736	02/02/2016	01811	BERNATELLO'S PIZZA	MDSE FOR RESALE	51.00
96737	02/02/2016	05623	BURSCHVILLE CONSTRUCTION INC.	FIRE HYDRANTS INSTALL/REPAIR 09-09	5,290.35
96738	02/02/2016	02624	CARGILL INCORPORATED	TREATED SALT~	14,514.10
	02/02/2016	02624	CARGILL INCORPORATED	TREATED SALT~	14,495.15
	02/02/2016	02624	CARGILL INCORPORATED	TREATED SALT~	6,452.99
96739	02/02/2016	05624	CNA INSURANCE COMPANY	LTC MONTHLY PREMIUM - JANUARY	201.38
	02/02/2016	05624	CNA INSURANCE COMPANY	LTC MONTHLY PREMIUM - FEBRUARY	201.38
96740	02/02/2016	05507	COCA-COLA REFRESHMENTS	MDSE FOR RESALE	394.56
96741	02/02/2016	03924	FORMS & SYSTEMS OF MINNESOTA	POLICE DEPT CITATION PAPER	1,399.85
96742	02/02/2016	00857	LEAGUE OF MINNESOTA CITIES	PATROL SUB TRAINING ONLINE 2016	4,420.00
96743	02/02/2016	00244	LINE 1 PARTNERS, INC	CABLING AT MCC & CITY HALL	2,922.66
96744	02/02/2016	00891	M A M A	MEMBERSHIP DUES 2016 - M COLEMAN	45.00
96745	02/02/2016	01083	M D R A	DUES FOR DEPUTY #149 MAPLEWOOD	495.00
96746	02/02/2016	00532	MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEE LABOR REL-DEC	1,318.63
96747	02/02/2016	05489	MAPLEWOOD SENIOR LIVING LLC	TIF PAYMENT TO DEVELOPER 2ND HALF	80,677.04
96748	02/02/2016	00942	MARSDEN BLDG MAINTENANCE CO	JANITORIAL SERVICES - JANUARY	2,887.00
96749	02/02/2016	00134	METRO CITIES	MEMBERSHIP DUES 2016	10,799.00
96750	02/02/2016	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - JANUARY	1,000.00
96751	02/02/2016	05356	NORTH SUBURBAN ACCESS CORP	VIDEOGRAPHER SRVS - DECEMBER	961.40
96752	02/02/2016	00001	ONE TIME VENDOR	REFUND L'ALLIER REPLACE DOOR LABOR	325.00
96753	02/02/2016	00001	ONE TIME VENDOR	REFUND B ARNDT FOR TRANS MEDIC	92.30
96754	02/02/2016	00001	ONE TIME VENDOR	REFUND SANTA ANA DE LA ROSA HP BEN	60.00
96755	02/02/2016	02270	PALDA & SONS INC	PROJ 12-09 ARKWRIGHT-SUNRISE PMT#11	52,452.57
96756	02/02/2016	01345	RAMSEY COUNTY	COPY OF DOCUMENTS	8.00
96757	02/02/2016	02008	RAMSEY COUNTY PUBLIC WORKS	BRIDGE INSPECTIONS (3) - 2015	570.00
96758	02/02/2016	05338	REPUBLIC SERVICES #923	TRASH ASSESSMENTS - FINAL 2015	1,292.22
96759	02/02/2016	01418	SAM'S CLUB DIRECT	CONCESSIONS AND SUPPLIES	256.20
	02/02/2016	01418	SAM'S CLUB DIRECT	VENDING MACHINE SUPPLIES	241.52
96759	02/02/2016	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	163.35
	02/02/2016	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	154.98

G1, Attachments

	02/02/2016	01418	SAM'S CLUB DIRECT	BLENDER FOR SNACK BAR	109.95
	02/02/2016	01418	SAM'S CLUB DIRECT	CAKE & WATER INCOMING COUNCIL	87.74
	02/02/2016	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	47.96
	02/02/2016	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	39.00
96760	02/02/2016	05621	SAVE OUR SONS, INC.	SURVIVING POLICE STOPS WITH DIGNITY	100.00
96761	02/02/2016	03616	SIBLEY COVE, LTD PARTNERSHIP	TIF PMT TO DEVELOPER 2ND HALF 2015	30,992.89
96762	02/02/2016	00006	SILVER FIT	REFUND M TAUBER CHG TO SILVERFIT	139.64
96763	02/02/2016	00006	SILVER FIT	REIMB G PFAFF CHG TO SILVERFIT HP BEN	40.00
96764	02/02/2016	00198	ST PAUL REGIONAL WATER SRVS	PROJ 09-08 WATER BILL 2228 MW DR	119.17
96765	02/02/2016	05546	TACTICAL PRODUCTS & SRVS INC	BULLET RESISTANT VEST P THIENES	991.80
96766	02/02/2016	02686	TASER INTL	EVIDENCE.COM DOCK,AXON SINGLE BAY	261.96
96767	02/02/2016	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	170.00
	02/02/2016	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	160.00
	02/02/2016	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	70.00
	02/02/2016	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	70.00
96768	02/02/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	397.89
	02/02/2016	01683	UNIFORMS UNLIMITED INC	UNIFORM PURCHASE	387.98
	02/02/2016	01683	UNIFORMS UNLIMITED INC	UNIFORM PURCHASE	327.46
	02/02/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	142.99
	02/02/2016	01683	UNIFORMS UNLIMITED INC	UNIFORM PURCHASE	130.99
	02/02/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	74.97
	02/02/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	69.96
	02/02/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	43.97
	02/02/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	24.99
	02/02/2016	01683	UNIFORMS UNLIMITED INC	UNIFORM PURCHASE	24.00
	02/02/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	15.98
	02/02/2016	01683	UNIFORMS UNLIMITED INC	UNIFORM PURCHASE	14.00
	02/02/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	5.99
96769	02/02/2016	03825	VAN DYKE STREET HOMES	TIF PAYMENT TO DEVELOPER 2ND HALF	11,265.11
96770	02/02/2016	05622	VIGILANT SOLUTIONS	ANNUAL SUPPORT RENEWAL FOR LPR	3,000.00
96771	02/02/2016	01730	W W GOETSCH ASSOCIATES, INC.	REPAIR LIFT STATION #12 PUMP #1	1,041.00
					331,124.66
					331,124.66

53 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/25/2016	MN State Treasurer	Drivers License/Deputy Registrar	26,380.41
1/25/2016	MN Dept of Natural Resources	DNR electronic licenses	1,444.00
1/26/2016	MN State Treasurer	Drivers License/Deputy Registrar	46,511.40
1/27/2016	MN State Treasurer	Drivers License/Deputy Registrar	71,892.93
1/27/2016	Delta Dental	Dental Premium	2,277.98
1/28/2016	MN State Treasurer	Drivers License/Deputy Registrar	17,863.45
1/29/2016	MN State Treasurer	Drivers License/Deputy Registrar	104,421.71
1/29/2016	MN Dept of Natural Resources	DNR electronic licenses	1,666.50
1/29/2016	Optum Health	DCRP & Flex plan payments	1,123.97
1/29/2016	ICMA (Vantagepointe)	Deferred Compensation	6,887.45
			280,469.80

Check Register
City of Maplewood

02/04/2016

Check	Date	Vendor	Description	Amount	
96772	02/09/2016	03727	ADVANCED WATERJET TECH INC	ALUMINUM BLANKS FOR REUSE SIGNS	519.06
96773	02/09/2016	00131	ASPEN EQUIPMENT CO	BUCKET TRUCK RENTAL	3,600.00
96774	02/09/2016	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 1/30 & 1/31	1,806.00
96775	02/09/2016	01202	NYSTROM PUBLISHING CO INC	SUMMER DAY CAMP BROCHURES	491.52
96776	02/09/2016	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	153.40
	02/09/2016	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCHING MATERIALS	130.00
96777	02/09/2016	01750	THE WATSON CO INC	MDSE FOR RESALE	355.61
96778	02/09/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	10,991.04
	02/09/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	1,258.58
	02/09/2016	01190	XCEL ENERGY	GAS UTILITY	1,207.42
	02/09/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	817.46
	02/09/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	61.18
	02/09/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	13.26
	02/09/2016	01190	XCEL ENERGY	ELECTRIC UTILITY	3.56
96779	02/09/2016	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	106.71
96780	02/09/2016	00348	CRYSTEEL TRUCK EQUIP INC	BOSS V-XT VEE PLOW	6,040.69
96781	02/09/2016	05626	ROBERT C. DAHM	SPEAKER AT NC COMM GARDENS 1-24	100.00
96782	02/09/2016	05203	DANCE & ENTERTAINMENT, LLC	BALLROOM DANCE INSTRUCTION	345.00
96783	02/09/2016	05193	JOHN BRIDGES DRISCOLL	EQUIP RENTAL & PRESENTATION NC	600.00
96784	02/09/2016	05374	DAVID ELLIS JONES	HISTORICAL PRESENTATIONS	195.00
96785	02/09/2016	00827	L M C I T	CLAIM DEDUCTIBLE C0036835 (14/15)	14,120.37
96786	02/09/2016	04966	MIDWAY FORD	2016 F550 4X4	43,448.60
96787	02/09/2016	02300	OAKDALE LOCKSMITHS	KEYS FOR SQUAD KEY RINGS	19.00
96788	02/09/2016	00001	ONE TIME VENDOR	REFUND BLANDON BUSINESS LIC FEE	162.00
96789	02/09/2016	01261	PHYSIO-CONTROL, INC.	EMS REPORTING SOFTWARE - JULY 2015	738.67
96790	02/09/2016	01345	RAMSEY COUNTY	REFUND BANQUET ROOM/SNACKS MCC	2,151.33
96791	02/09/2016	05338	REPUBLIC SERVICES #923	WASTE & RECYCLING SRVS - FEBRUARY	1,384.07
96792	02/09/2016	04130	SCHINDLER ELEVATOR CORP	QUARTERLY MAINT - 1902 PW 2/1 -4/30	699.42
96793	02/09/2016	00006	SILVER FIT	REFUND H KENOW CHG TO SILVERFIT	539.29
96794	02/09/2016	00006	SILVER FIT	REFUND J LETOURNEAU CHG SILVERFIT	465.01
96795	02/09/2016	00006	SILVER FIT	REFUND J KINNE CHG TO SILVERFIT	207.55
96796	02/09/2016	00006	SILVER FIT	REFUND P TEPLY CHG TO SILVERFIT	20.00
96797	02/09/2016	01489	SPARTAN PROMOTIONAL GROUP INC.	AWARD PLAQUES-STATE OF MW LUNCH	202.70
96798	02/09/2016	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	1,804.70
96799	02/09/2016	01836	ST PAUL, CITY OF	RADIO MAINT & SRVS - DECEMBER 2015	146.25
96800	02/09/2016	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - JANUARY	3,240.20
96801	02/09/2016	05625	MERCEDES TUMA-HANSEN	FUR TRADE CLASS INSTRUCTION	710.00
	02/09/2016	05625	MERCEDES TUMA-HANSEN	FURS FOR NC	333.00
96802	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	288.95
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	263.49
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	194.98
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	113.49
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	92.97
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	85.50
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	79.98
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	45.00
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	41.95
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	25.98
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	19.99
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	16.99
	02/09/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	8.50
96803	02/09/2016	02464	US BANK	PAYING AGENT FEES	450.00
96804	02/09/2016	01789	CITY OF WOODBURY	ANNUAL SEWER MAINT BILL DIST 51W	280.82
96805	02/09/2016	05013	YALE MECHANICAL LLC	FALL HVAC MAINT - CITY HALL	2,056.75
				103,252.99	

34 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/1/2016	MN State Treasurer	Drivers License/Deputy Registrar	35,160.06
2/1/2016	US Bank VISA One Card*	Purchasing card items	37,359.71
2/1/2016	US Bank Merchant Services	Credit Card Billing fee	89.99
2/1/2016	Empower - State Plan	Deferred Compensation	48,064.24
2/1/2016	ICMA (Vantagepointe)	Retiree Health Savings	52,969.85
2/1/2016	U.S. Treasurer	Federal Payroll Tax	133,014.26
2/1/2016	P.E.R.A.	P.E.R.A.	103,599.93
2/1/2016	MN State Treasurer	State Payroll Tax	27,210.02
2/1/2016	US Bank	Debt Service payments	5,811,367.58
2/2/2016	MN State Treasurer	Drivers License/Deputy Registrar	33,725.54
2/2/2016	MidAmerica	HRA Flex plan	13,941.77
2/2/2016	Labor Unions	Union Dues	4,039.64
2/3/2016	MN State Treasurer	Drivers License/Deputy Registrar	47,046.99
2/4/2016	MN State Treasurer	Drivers License/Deputy Registrar	59,374.58
2/4/2016	Delta Dental	Dental Premium	3,140.95
2/5/2016	MN State Treasurer	Drivers License/Deputy Registrar	29,404.17
2/5/2016	MN Dept of Natural Resources	DNR electronic licenses	917.00
2/5/2016	Optum Health	DCRP & Flex plan payments	2,526.46
			6,442,952.74

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
01/07/2016	01/11/2016	PAPER PLUS	\$316.21	REGAN BEGGS
01/07/2016	01/11/2016	PAPER PLUS	\$218.28	REGAN BEGGS
01/07/2016	01/11/2016	PAPER PLUS	\$26.88	REGAN BEGGS
01/07/2016	01/11/2016	PAPER PLUS	\$210.81	REGAN BEGGS
01/07/2016	01/11/2016	PAPER PLUS	\$316.21	REGAN BEGGS
01/07/2016	01/11/2016	SECRETARY OF STATE	\$120.00	REGAN BEGGS
01/14/2016	01/18/2016	PAKOR, INC.	\$446.40	REGAN BEGGS
01/15/2016	01/18/2016	ZAZZLE.COM	\$109.33	CHAD BERGO
01/15/2016	01/18/2016	B&H PHOTO, 800-606-6969	\$203.50	CHAD BERGO
01/20/2016	01/21/2016	BESTBUYCOM778429018298	\$206.73	CHAD BERGO
01/21/2016	01/22/2016	B&H PHOTO MOTO	\$129.99	CHAD BERGO
01/12/2016	01/14/2016	JOES SPORTING GOODS	\$64.22	BRIAN BIERDEMAN
01/13/2016	01/14/2016	NEVES UNIFORMS AND EQU	\$36.94	BRIAN BIERDEMAN
01/13/2016	01/14/2016	BLUE RIBBON BAIT #1	\$16.04	OAKLEY BIESANZ
01/13/2016	01/14/2016	TANDY LEATHER 158	\$46.70	OAKLEY BIESANZ
01/19/2016	01/20/2016	SQ *GOSQ.COM JONATHAN POP	\$38.53	OAKLEY BIESANZ
01/21/2016	01/22/2016	TWIN CITIES MAGIC & COST	\$15.00	OAKLEY BIESANZ
01/12/2016	01/13/2016	KNOWLAN'S MARKET #2	\$14.01	RON BOURQUIN
01/20/2016	01/22/2016	GRUBERS POWER EQUIPMENT	\$130.40	TROY BRINK
01/11/2016	01/12/2016	TARGET 00011858	\$6.98	BRENT BUCKLEY
01/12/2016	01/14/2016	NAPA STORE 3279016	\$25.38	BRENT BUCKLEY
01/16/2016	01/18/2016	NAPA STORE 3279016	\$15.84	JOHN CAPISTRANT
01/08/2016	01/11/2016	G&K SERVICES AR	\$230.54	SCOTT CHRISTENSON
01/12/2016	01/13/2016	BUDGETLIGHT	\$1,149.50	SCOTT CHRISTENSON
01/14/2016	01/15/2016	STATE SUPPLY	\$318.85	SCOTT CHRISTENSON
01/14/2016	01/15/2016	WW GRAINGER	\$52.02	SCOTT CHRISTENSON
01/19/2016	01/21/2016	JOHNSTONE SUPPLY WABASH	\$809.88	SCOTT CHRISTENSON
01/20/2016	01/21/2016	NORTHERN DOOR CO INC	\$280.00	SCOTT CHRISTENSON
01/20/2016	01/21/2016	MUSKA ELECTRIC CO.	\$253.60	SCOTT CHRISTENSON
01/20/2016	01/21/2016	MUSKA ELECTRIC CO.	\$654.08	SCOTT CHRISTENSON
01/13/2016	01/14/2016	UNIFORMS UNLIMITED INC.	\$243.35	KERRY CROTTY
01/08/2016	01/11/2016	G&K SERVICES AR	\$27.16	CHARLES DEAVER
01/12/2016	01/13/2016	FRATTALLONES WOODBURY AC	\$69.62	CHARLES DEAVER
01/13/2016	01/14/2016	FRATTALLONES WOODBURY AC	\$20.32	CHARLES DEAVER
01/18/2016	01/19/2016	FRATTALLONES WOODBURY AC	\$25.69	CHARLES DEAVER
01/20/2016	01/21/2016	TWIN CITY HARDWARE HADLEY	\$22.21	CHARLES DEAVER
01/20/2016	01/21/2016	TWIN CITY HARDWARE HADLEY	\$19.53	CHARLES DEAVER
01/21/2016	01/22/2016	FRATTALLONES WOODBURY AC	\$12.08	CHARLES DEAVER
01/21/2016	01/22/2016	BATTERIES PLUS #32	\$5.32	CHARLES DEAVER
01/21/2016	01/22/2016	AUTOZONE #3082	\$16.06	CHARLES DEAVER
01/08/2016	01/11/2016	G&K SERVICES AR	\$365.91	TOM DOUGLASS
01/08/2016	01/11/2016	THE HOME DEPOT 2801	\$13.41	TOM DOUGLASS
01/08/2016	01/11/2016	COMMERCIAL POOL & SPA SUP	\$374.75	TOM DOUGLASS
01/14/2016	01/15/2016	ICON CUST SER8888519413	(\$6.47)	TOM DOUGLASS
01/14/2016	01/18/2016	THE HOME DEPOT 2801	(\$19.09)	TOM DOUGLASS
01/14/2016	01/18/2016	THE HOME DEPOT 2801	\$19.09	TOM DOUGLASS
01/14/2016	01/18/2016	THE HOME DEPOT 2801	\$17.82	TOM DOUGLASS
01/15/2016	01/18/2016	ICON CUST SER8888519413	\$22.49	TOM DOUGLASS
01/21/2016	01/22/2016	HENRIKSEN ACE HARDWARE	\$8.98	TOM DOUGLASS
01/21/2016	01/22/2016	ADAMS PEST CONTROL	\$148.88	TOM DOUGLASS
01/21/2016	01/22/2016	SHARROW LIFTING PRODUCTS	\$198.70	DOUG EDGE
01/12/2016	01/13/2016	DISPLAYS2GOCOM	\$47.61	CHRISTINE EVANS
01/12/2016	01/14/2016	OFFICE DEPOT #1090	\$59.48	CHRISTINE EVANS
01/15/2016	01/18/2016	OFFICE DEPOT #1090	\$273.98	CHRISTINE EVANS
01/15/2016	01/18/2016	OFFICE DEPOT #1090	\$74.99	CHRISTINE EVANS

01/18/2016	01/20/2016	FIRST SHRED	\$13.00	CHRISTINE EVANS
01/20/2016	01/20/2016	COMCAST CABLE COMM	\$83.88	CHRISTINE EVANS
01/20/2016	01/21/2016	AMAZON MKTPLACE PMTS	\$8.99	CHRISTINE EVANS
01/08/2016	01/11/2016	HOOTSUITE MEDIA INC.	\$119.88	MYCHAL FOWLDS
01/10/2016	01/11/2016	AT&T*BILL PAYMENT	\$37.10	MYCHAL FOWLDS
01/12/2016	01/13/2016	DRG*ECHOSTAR	\$224.42	MYCHAL FOWLDS
01/13/2016	01/15/2016	LOFFLER COMPANIES	\$70.00	MYCHAL FOWLDS
01/19/2016	01/20/2016	AT SCENE LLC	\$675.00	MYCHAL FOWLDS
01/21/2016	01/21/2016	COMCAST CABLE COMM	\$68.95	MYCHAL FOWLDS
01/09/2016	01/11/2016	IDU*INSIGHT PUBLIC SEC	\$651.99	NICK FRANZEN
01/09/2016	01/11/2016	IDU*INSIGHT PUBLIC SEC	\$803.19	NICK FRANZEN
01/11/2016	01/12/2016	IDU*INSIGHT PUBLIC SEC	\$324.50	NICK FRANZEN
01/12/2016	01/13/2016	IDU*INSIGHT PUBLIC SEC	\$135.32	NICK FRANZEN
01/14/2016	01/15/2016	TARGET 00011858	\$16.05	NICK FRANZEN
01/15/2016	01/18/2016	DATA Q DIRECT	\$466.00	NICK FRANZEN
01/17/2016	01/18/2016	IDU*INSIGHT PUBLIC SEC	\$1,606.38	NICK FRANZEN
01/17/2016	01/18/2016	IDU*INSIGHT PUBLIC SEC	\$53.80	NICK FRANZEN
01/13/2016	01/14/2016	NFPA NATL FIRE PROTECT	\$1,305.00	CLARENCE GERVAIS
01/15/2016	01/18/2016	THE HOME DEPOT 2801	\$17.10	CLARENCE GERVAIS
01/20/2016	01/22/2016	OFFICE DEPOT #1090	\$97.68	CLARENCE GERVAIS
01/20/2016	01/22/2016	THE HOME DEPOT 2801	\$16.18	CLARENCE GERVAIS
01/11/2016	01/12/2016	GRANDMAS BAKERY INC	\$48.48	CHRISTINE GIBSON
01/12/2016	01/14/2016	HOBBY LOBBY #587	\$40.00	CHRISTINE GIBSON
01/13/2016	01/14/2016	TRADER JOE'S #715 QPS	\$43.82	CHRISTINE GIBSON
01/13/2016	01/15/2016	KOWALSKI'S WOODBURY	\$79.18	CHRISTINE GIBSON
01/13/2016	01/15/2016	HOMEGOODS #391	\$14.98	CHRISTINE GIBSON
01/19/2016	01/20/2016	GRANDMAS BAKERY INC	\$48.48	CHRISTINE GIBSON
01/08/2016	01/11/2016	OFFICEMAX/OFFICE DEPOT616	\$107.11	MARK HAAG
01/12/2016	01/13/2016	OLSEN CHAIN AND CABLE	\$314.24	MARK HAAG
01/13/2016	01/14/2016	HENRIKSEN ACE HARDWARE	\$12.48	MARK HAAG
01/13/2016	01/14/2016	WW GRAINGER	\$531.45	MARK HAAG
01/15/2016	01/18/2016	NORTHEN GREEN EXPO	\$20.00	MARK HAAG
01/12/2016	01/13/2016	HENRIKSEN ACE HARDWARE	\$6.49	TAMARA HAYS
01/12/2016	01/14/2016	NORTHERN TOOL EQUIP-MN	\$29.98	TAMARA HAYS
01/13/2016	01/14/2016	HENRIKSEN ACE HARDWARE	\$5.99	TAMARA HAYS
01/13/2016	01/15/2016	MENARDS OAKDALE MN	\$61.86	TAMARA HAYS
01/13/2016	01/15/2016	THE HOME DEPOT 2810	\$119.89	TAMARA HAYS
01/15/2016	01/18/2016	NORTHEN GREEN EXPO	\$10.00	TAMARA HAYS
01/15/2016	01/18/2016	NORTHEN GREEN EXPO	\$15.00	GARY HINNENKAMP
01/08/2016	01/11/2016	IN *FOR THE BIRDS, INC	\$25.97	ANN HUTCHINSON
01/15/2016	01/18/2016	PAYPAL *MNATURALIST	\$35.00	ANN HUTCHINSON
01/19/2016	01/20/2016	SQ *GOSQ.COM JONATHAN POP	\$65.38	ANN HUTCHINSON
01/21/2016	01/22/2016	JOANN ETC #1970	\$16.51	ANN HUTCHINSON
01/08/2016	01/11/2016	DALCO ENTERPRISES, INC	\$914.42	DAVID JAHN
01/08/2016	01/11/2016	DALCO ENTERPRISES, INC	\$90.53	DAVID JAHN
01/13/2016	01/15/2016	THE HOME DEPOT 2801	\$41.94	DAVID JAHN
01/14/2016	01/15/2016	CUB FOODS #1599	\$19.98	JUSTIN JAMES
01/14/2016	01/15/2016	CVS/PHARMACY #01751	\$2.39	JUSTIN JAMES
01/21/2016	01/22/2016	DAVIS LOCK & SAFE	\$68.00	JUSTIN JAMES
01/07/2016	01/11/2016	OFFICE DEPOT #1090	\$91.86	MEGHAN JANASZAK
01/20/2016	01/21/2016	HENRIKSEN ACE HARDWARE	\$40.14	AMANDA JASKOWIAK
01/20/2016	01/21/2016	HENRIKSEN ACE HARDWARE	\$31.98	AMANDA JASKOWIAK
01/11/2016	01/13/2016	THE HOME DEPOT 2801	\$16.05	JOE JENSEN
01/19/2016	01/21/2016	MENARDS MAPLEWOOD MN	(\$48.18)	KEVIN JOHNSON
01/19/2016	01/21/2016	MENARDS MAPLEWOOD MN	\$65.30	KEVIN JOHNSON
01/07/2016	01/11/2016	OFFICE DEPOT #1090	\$269.92	LOIS KNUTSON

01/08/2016	01/11/2016	THESTAMPMAKER	\$26.45	LOIS KNUTSON
01/15/2016	01/18/2016	OFFICE DEPOT #1078	\$14.24	LOIS KNUTSON
01/15/2016	01/18/2016	OFFICE DEPOT #1090	\$60.97	LOIS KNUTSON
01/18/2016	01/20/2016	FIRST SHRED	\$47.30	LOIS KNUTSON
01/12/2016	01/13/2016	TRUCK UTILITIES INC ST PA	\$31.44	NICHOLAS KREKELER
01/12/2016	01/14/2016	MENARDS MAPLEWOOD MN	\$38.53	NICHOLAS KREKELER
01/13/2016	01/15/2016	TRAFFIC SAFETY STORE	\$84.85	NICHOLAS KREKELER
01/07/2016	01/11/2016	OFFICEMAX/OFFICE DEPOT616	\$39.98	STEVE LUKIN
01/08/2016	01/11/2016	THE HOME DEPOT 2801	\$43.92	STEVE LUKIN
01/08/2016	01/11/2016	AMERICAN FLOOR MATS	\$443.20	STEVE LUKIN
01/11/2016	01/12/2016	ASPEN MILLS INC.	\$8.00	STEVE LUKIN
01/13/2016	01/13/2016	COMCAST CABLE COMM	\$173.72	STEVE LUKIN
01/18/2016	01/19/2016	ASPEN MILLS INC.	\$89.90	STEVE LUKIN
01/18/2016	01/19/2016	ASPEN MILLS INC.	\$110.70	STEVE LUKIN
01/09/2016	01/11/2016	OAKLEY, INC.	(\$96.00)	BRIAN MICHELETTI
01/13/2016	01/15/2016	BOUND TREE MEDICAL LLC	\$1,452.92	MICHAEL MONDOR
01/13/2016	01/15/2016	BOUND TREE MEDICAL LLC	\$3,150.16	MICHAEL MONDOR
01/20/2016	01/22/2016	MPLS CONV CTR RAMP	\$10.00	MICHAEL MONDOR
01/22/2016	01/22/2016	ULINE *SHIP SUPPLIES	\$312.00	MICHAEL MONDOR
01/20/2016	01/22/2016	THE HOME DEPOT 2801	\$6.94	JOHN NAUGHTON
01/15/2016	01/18/2016	ARROWHEAD SCIENTIFIC IN	\$537.51	MICHAEL NYE
01/15/2016	01/18/2016	NORTHEN GREEN EXPO	\$5.00	JORDAN ORE
01/08/2016	01/11/2016	AUTO PLUS LITTLE CANADA	\$84.59	STEVEN PRIEM
01/08/2016	01/11/2016	BARNETT CHRYJEEPKIA	\$32.68	STEVEN PRIEM
01/11/2016	01/13/2016	UNLIMITED SUPPLIES	\$296.49	STEVEN PRIEM
01/12/2016	01/13/2016	BORGEN RADIATOR CO	\$386.30	STEVEN PRIEM
01/13/2016	01/14/2016	AUTO PLUS LITTLE CANADA	\$9.79	STEVEN PRIEM
01/13/2016	01/14/2016	LUBE-TECH ESI	\$718.46	STEVEN PRIEM
01/14/2016	01/15/2016	POMP'S TIRE #021	\$68.50	STEVEN PRIEM
01/14/2016	01/15/2016	AUTO PLUS LITTLE CANADA	\$9.79	STEVEN PRIEM
01/14/2016	01/15/2016	BEARING DIST*	\$87.85	STEVEN PRIEM
01/15/2016	01/18/2016	NORTHEN GREEN EXPO	\$15.00	STEVEN PRIEM
01/18/2016	01/20/2016	UNLIMITED SUPPLIES	\$15.26	STEVEN PRIEM
01/19/2016	01/20/2016	FACTORY MOTOR PARTS #19	\$121.40	STEVEN PRIEM
01/19/2016	01/20/2016	FACTORY MOTOR PARTS #19	\$223.70	STEVEN PRIEM
01/19/2016	01/20/2016	AUTO PLUS LITTLE CANADA	\$137.74	STEVEN PRIEM
01/19/2016	01/20/2016	EMERGENCY AUTOMOTIVE	\$763.00	STEVEN PRIEM
01/19/2016	01/20/2016	METRO PRODUCTS INC	\$132.48	STEVEN PRIEM
01/20/2016	01/21/2016	FACTORY MOTOR PARTS #19	\$81.76	STEVEN PRIEM
01/20/2016	01/21/2016	DELEGARD TOOL COMPANY	\$272.08	STEVEN PRIEM
01/21/2016	01/22/2016	AN FORD WHITE BEAR LAK	\$19.68	STEVEN PRIEM
01/21/2016	01/22/2016	AN FORD WHITE BEAR LAK	\$162.42	STEVEN PRIEM
01/07/2016	01/11/2016	MENARDS MAPLEWOOD MN	\$14.53	KELLY PRINS
01/13/2016	01/14/2016	VIKING ELECTRIC-CREDIT DE	\$163.99	KELLY PRINS
01/13/2016	01/14/2016	VIKING ELECTRIC-CREDIT DE	\$211.90	KELLY PRINS
01/13/2016	01/15/2016	THE HOME DEPOT 2801	\$4.98	KELLY PRINS
01/14/2016	01/15/2016	VIKING ELECTRIC-CREDIT DE	\$192.51	KELLY PRINS
01/08/2016	01/11/2016	HILLYARD INC MINNEAPOLIS	\$137.74	MICHAEL REILLY
01/19/2016	01/20/2016	HILLYARD INC MINNEAPOLIS	\$950.80	MICHAEL REILLY
01/08/2016	01/11/2016	AMAZON.COM AMZN.COM/BILL	\$56.04	LORI RESENDIZ
01/12/2016	01/14/2016	POWDER BLUE PRODUCTIONS	\$24.95	LORI RESENDIZ
01/13/2016	01/14/2016	G&K SERVICES AR	\$163.72	LORI RESENDIZ
01/14/2016	01/15/2016	CTC*CONSTANTCONTACT.COM	\$60.00	AUDRA ROBBINS
01/11/2016	01/13/2016	THE HOME DEPOT 2801	\$7.89	ROBERT RUNNING
01/15/2016	01/18/2016	NORTHEN GREEN EXPO	\$45.00	ROBERT RUNNING
01/15/2016	01/18/2016	FEDEXOFFICE 00006171	\$116.00	DEB SCHMIDT

01/11/2016	01/13/2016	HOBBY LOBBY #587	\$37.41	PAUL SCHNELL
01/12/2016	01/13/2016	IN *ENCOMPASS TELEMATICS,	\$650.00	PAUL SCHNELL
01/07/2016	01/11/2016	ON SITE SANITATION INC	\$52.93	SCOTT SCHULTZ
01/08/2016	01/11/2016	G&K SERVICES AR	\$672.58	SCOTT SCHULTZ
01/09/2016	01/11/2016	CINTAS 60A SAP	\$89.62	SCOTT SCHULTZ
01/09/2016	01/11/2016	CINTAS 60A SAP	\$81.97	SCOTT SCHULTZ
01/14/2016	01/15/2016	REPUBLIC SERVICES TRASH	\$318.61	SCOTT SCHULTZ
01/07/2016	01/11/2016	OFFICE DEPOT #1090	\$2.09	FAITH SHEPPERD
01/07/2016	01/11/2016	OFFICE DEPOT #1090	\$148.90	FAITH SHEPPERD
01/19/2016	01/21/2016	OFFICE DEPOT #1090	\$529.77	FAITH SHEPPERD
01/07/2016	01/11/2016	TOTAL REFRIGERATION SYSTE	\$137.00	MICHAEL SHORTREED
01/08/2016	01/11/2016	LAMETTRY'S COLLISION	\$517.47	MICHAEL SHORTREED
01/12/2016	01/13/2016	DON'S PAINT & COLLISION	\$1,500.00	MICHAEL SHORTREED
01/13/2016	01/14/2016	UNIFORMS UNLIMITED INC.	\$286.96	MICHAEL SHORTREED
01/19/2016	01/21/2016	FBI NATIONAL ACADEMY ASSO	\$85.00	MICHAEL SHORTREED
01/21/2016	01/22/2016	BP#8775983LAUDERDALE BP	\$10.00	MICHAEL SHORTREED
01/21/2016	01/22/2016	CUB FOODS #1599	\$35.96	MICHAEL SHORTREED
01/15/2016	01/18/2016	MENARDS BLAINE MN	\$9.63	ROBERT STARKEY
01/12/2016	01/14/2016	MENARDS MAPLEWOOD MN	\$5.88	RONALD SVENDSEN
01/11/2016	01/13/2016	CHINOOK BOOK	\$264.00	CHRIS SWANSON
01/07/2016	01/11/2016	LOWER TOWN PARKING	\$6.00	MICHAEL THOMPSON
01/08/2016	01/11/2016	DOROTHY ANN BAKERY & CAFE	\$76.99	KAREN WACHAL
01/13/2016	01/14/2016	SOL*SNAP-ON INDUSTRIAL	\$176.68	JEFF WILBER
01/07/2016	01/11/2016	SIRCHIE FINGER PRINT LABO	\$63.51	TAMMY WYLIE
01/09/2016	01/11/2016	ULINE *SHIP SUPPLIES	\$52.34	TAMMY WYLIE
01/09/2016	01/11/2016	AMAZON MKTPLACE PMTS	\$35.90	TAMMY WYLIE
01/10/2016	01/11/2016	BESTBUYCOM776710005594	\$34.24	TAMMY WYLIE
01/11/2016	01/13/2016	OFFICE DEPOT #1090	\$44.40	TAMMY WYLIE
01/20/2016	01/22/2016	LIFELINE TRAINING - CA	\$248.00	TAMMY WYLIE
01/08/2016	01/11/2016	QUILL CORPORATION	\$43.99	SUSAN ZWIEG
01/08/2016	01/11/2016	QUILL CORPORATION	\$5.98	SUSAN ZWIEG
01/12/2016	01/14/2016	OFFICE DEPOT #1090	\$58.97	SUSAN ZWIEG
01/14/2016	01/18/2016	MENARDS MAPLEWOOD MN	\$19.03	SUSAN ZWIEG
01/21/2016	01/22/2016	QUILL CORPORATION	\$101.40	SUSAN ZWIEG
			\$37,359.71	

Check Register
City of Maplewood

02/12/2016

Check	Date	Vendor	Description	Amount	
96806	02/10/2016	01347	RAMSEY-WASHINGTON CABLE COMM	COMCAST 4TH QTR PEG FEES-CITY REIME	72,024.83
96807	02/16/2016	02780	THE ACTIVE NETWORK INC	ACTIVENET TRAINING	1,000.00
	02/16/2016	02780	THE ACTIVE NETWORK INC	ACTIVENET EQUIPMENT	583.00
	02/16/2016	02780	THE ACTIVE NETWORK INC	ACTIVENET EQUIPMENT	88.00
	02/16/2016	02780	THE ACTIVE NETWORK INC	ACTIVENET EQUIPMENT	88.00
96808	02/16/2016	00211	BRAUN INTERTEC CORP.	PROJ 09-09 PROF SRVS THRU 11/29/15	2,142.50
96809	02/16/2016	02149	HEIDI CAREY	DESIGN 2016 SOLID WASTE GUIDE	340.00
96810	02/16/2016	00283	CENTURY COLLEGE	CEU FIREFIGHTER PROGRAM 2016	2,175.00
96811	02/16/2016	05028	ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-FEB	397.00
	02/16/2016	05028	ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - FEB	369.00
96812	02/16/2016	02407	H & B SPECIALIZED PRODUCTS	BASKETBALL LIFT REPAIRS	719.50
96813	02/16/2016	00393	MN DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - JAN 24231123035	2,014.55
96814	02/16/2016	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS FEB 6TH	324.00
96815	02/16/2016	04316	CITY OF MINNEAPOLIS RECEIVABLES	WORKFORCE DIRECTOR - 3RD QTR 2015	1,995.00
96816	02/16/2016	01202	NYSTROM PUBLISHING CO INC	PARKS & REC BROCHURE FEB-APRIL	14,176.86
	02/16/2016	01202	NYSTROM PUBLISHING CO INC	SOLID WASTE GUIDE 2016	4,089.40
96817	02/16/2016	01497	SPRINGSTED INC	CONTINUING DISCLOSURE REPORT 2015	2,000.00
96818	02/16/2016	04845	TENNIS SANITATION LLC	RECYCLING FEE - JANUARY	42,831.25
96819	02/16/2016	04192	TRANS-MEDIC	EMS BILLING - JANUARY	4,500.00
96820	02/16/2016	01750	THE WATSON CO INC	MDSE FOR RESALE	298.70
96821	02/16/2016	02411	ALEX AIR APPARATUS INC	SCBA COMPRESSOR SRVS	877.50
96822	02/16/2016	05559	APPRIZE TECHNOLOGY SOLUTIONS	ELECT ENROLLMENT ADMIN FEE - FEB	300.00
96823	02/16/2016	01811	BERNATELLO'S PIZZA	MDSE FOR RESALE	153.00
96824	02/16/2016	03310	CDW GOVERNMENT INC	SMART BOARD FLAT PANEL	10,935.18
	02/16/2016	03310	CDW GOVERNMENT INC	ADOBE INDESIGN SUB 2016-2017	268.29
	02/16/2016	03310	CDW GOVERNMENT INC	SMART MEETING PRO SOFTWARE	173.70
96825	02/16/2016	00036	CHARITABLE GAMBLING	CHARITABLE GAMBLING-N ROBOTICS	2,040.00
96826	02/16/2016	05627	CHG CORPORATION	CLOCKWISE SRVS AGREEMENT 2016	3,240.00
96827	02/16/2016	04155	CIVICPLUS	ANNUAL FEE FOR WEBSITE SRVS 2016	14,625.87
	02/16/2016	04155	CIVICPLUS	CIVICSEND MODULE SUB 2016	995.00
96828	02/16/2016	03311	DELL MARKETING LP	LATITUDE RUGGED TABLETS	4,404.68
	02/16/2016	03311	DELL MARKETING LP	LATITUDE RUGGED 14 LAPTOP	2,349.20
	02/16/2016	03311	DELL MARKETING LP	DOCKING STATIONS	520.16
96829	02/16/2016	05618	ENTERPRISE FM TRUST	LEASE CHARGES PD VEH #901 - JAN/FEB	7,093.77
96830	02/16/2016	05372	FERRELLGAS	UTILITIES FIRE TRAINING CENTER	135.00
96831	02/16/2016	02958	GOODPOINTE TECHNOLOGY INC	YEARLY SUPPORT AGREEMENT 2016	4,250.00
96832	02/16/2016	02795	INSIGHT PUBLIC SECTOR, INC.	PROJECTOR FOR COUNCIL CHAMBERS	9,187.10
96833	02/16/2016	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#43	4,344.07
96834	02/16/2016	05598	KELLY & LEMMONS, P.A.	PROSECUTION SERVICES	11,250.00
96835	02/16/2016	05533	KIRVIDA FIRE	REPAIR ENGINE #333	1,072.68
96836	02/16/2016	00846	LANGUAGE LINE SERVICES	PD PHONE-BASED INTERPRETIVE SRVS	172.62
96837	02/16/2016	00986	METROPOLITAN COUNCIL	MONTHLY SAC - JANUARY	51,663.15
96838	02/16/2016	01035	MN CHAPTER IAAI	REGISTRATION FEE FOR B GERVAIS	260.00
	02/16/2016	01035	MN CHAPTER IAAI	MEMBERSHIP RENEWAL	25.00
96839	02/16/2016	00001	ONE TIME VENDOR	REFUND J KINNING MEMBERSHIP	226.87
96840	02/16/2016	00001	ONE TIME VENDOR	REFUND MANNIX CLARK EVENT CANCEL	200.00
96841	02/16/2016	00001	ONE TIME VENDOR	REFUND S ANDERSON HP BENEFITS	140.00
96842	02/16/2016	01345	RAMSEY COUNTY	ALL DAY TRAINING 2/23 R STRAND	250.00
96843	02/16/2016	05617	RICE STREET CAR WASH	VEHICLE WASHES - JANUARY	71.70
96844	02/16/2016	02001	CITY OF ROSEVILLE	LICENSES OF AIRWATCH MOBILE DEVICE	5,100.00
96845	02/16/2016	01413	SAFEASSURE CONSULTANTS INC.	ANNUAL SAFETY TRAINING PD	740.00
96846	02/16/2016	00006	SILVER FIT	REFUND T DAHILL CHG TO SILVERFIT	101.42
96847	02/16/2016	05628	SITEIMPROVE, INC.	SITEIMPROVE YEARLY SRVS	4,050.00
96848	02/16/2016	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	121.42
96849	02/16/2016	01538	STREICHER'S	UNIFORM PURCHASE	134.98

G1, Attachments

96850	02/16/2016	01578	T R F SUPPLY CO.	ICE MELT FOR PARKS & PW CAMPUS	1,848.65
96851	02/16/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-003	559.43
	02/16/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-011	448.80
	02/16/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-004	251.10
	02/16/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-001	250.51
	02/16/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-002	249.74
	02/16/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-005	240.73
	02/16/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-010	86.40
96852	02/16/2016	04334	ULTRAMAX	40 CAL SPEER 180G AMMO (53652)	2,485.00
96853	02/16/2016	01683	UNIFORMS UNLIMITED INC	UNIFORM PURCHASES	300.98
	02/16/2016	01683	UNIFORMS UNLIMITED INC	UNIFORM PURCHASES	287.98
	02/16/2016	01683	UNIFORMS UNLIMITED INC	UNIFORM PURCHASES	8.00
96854	02/16/2016	00063	VERIZON WIRELESS	MONTHLY PMT 12/17 - 01/16	8,087.38
96855	02/16/2016	02159	WHITE BEAR AREA YMCA	MGMT & MARKETING SRVS MCC - JAN	18,353.50
96856	02/16/2016	05578	Z PUPPETS ROSENSCHNOZ	PLANNING FOR KID CITY PROGRAMMING	14,650.00
96857	02/16/2016	05327	ZAYO GROUP LLC	FIBER OPTIC LOCATE SRVS - 2016	1,771.51
					343,508.66
52 Checks in this report.					343,508.66

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/8/2016	MN State Treasurer	Drivers License/Deputy Registrar	33,461.04
2/9/2016	MN State Treasurer	Drivers License/Deputy Registrar	57,686.59
2/10/2016	MN State Treasurer	Drivers License/Deputy Registrar	50,957.32
2/10/2016	Delta Dental	Dental Premium	1,399.34
2/11/2016	MN State Treasurer	Drivers License/Deputy Registrar	44,179.63
2/12/2016	MN State Treasurer	Drivers License/Deputy Registrar	21,197.64
2/12/2016	MN Dept of Natural Resources	DNR electronic licenses	2,066.32
2/12/2016	US Bank VISA One Card*	Purchasing card items	36,566.60
2/12/2016	Optum Health	DCRP & Flex plan payments	5,339.58
			252,854.06

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
01/21/2016	01/25/2016	GOVERNMENT FINANCE	\$330.00	GAYLE BAUMAN
01/28/2016	02/01/2016	OFFICE DEPOT #1090	\$5.51	REGAN BEGGS
01/28/2016	02/01/2016	OFFICE DEPOT #1090	\$55.46	REGAN BEGGS
01/25/2016	01/26/2016	THE UPS STORE 2171	\$13.77	CHAD BERGO
01/29/2016	01/29/2016	GRAMMARLY 888-318-6146	\$139.95	CHAD BERGO
01/21/2016	01/25/2016	CARIBOU COFFEE CO # 155	\$8.16	BRIAN BIERDEMAN
01/24/2016	01/25/2016	PETSMART INC 461	\$25.70	BRIAN BIERDEMAN
01/25/2016	01/26/2016	RAY ALLEN MANUFACTURING,	\$42.49	BRIAN BIERDEMAN
01/25/2016	01/27/2016	BLAINS FARM & FLEET E-COM	\$35.70	BRIAN BIERDEMAN
02/03/2016	02/04/2016	NEVE'S UNIFORMS &	\$13.98	BRIAN BIERDEMAN
01/21/2016	01/25/2016	MISSISSIPPI MARKET - S	\$29.52	OAKLEY BIESANZ
01/23/2016	01/25/2016	VOLGISTICS INC	\$90.00	OAKLEY BIESANZ
01/27/2016	01/28/2016	PAWFECTIION	\$6.88	OAKLEY BIESANZ
01/25/2016	01/26/2016	INTLCODECOUNCL LBX2544	\$690.00	JASON BRASH
02/03/2016	02/04/2016	TARGET 00011858	\$38.15	NEIL BRENEMAN
02/03/2016	02/05/2016	DOLRTREE 3150 00031500	\$15.78	NEIL BRENEMAN
01/29/2016	02/01/2016	PRESS PLUS	\$26.00	SARAH BURLINGAME
01/29/2016	02/01/2016	THE STAR TRIBUNE CIRCULAT	\$0.99	SARAH BURLINGAME
02/04/2016	02/05/2016	PRESS PLUS	(\$26.00)	SARAH BURLINGAME
01/26/2016	01/27/2016	OREILLY AUTO 00020743	\$21.96	JOHN CAPISTRANT
01/29/2016	02/01/2016	HENRIKSEN ACE HARDWARE	\$24.98	JOHN CAPISTRANT
01/22/2016	01/25/2016	HENRIKSEN ACE HARDWARE	\$24.94	SCOTT CHRISTENSON
01/26/2016	01/28/2016	MENARDS OAKDALE MN	\$22.93	SCOTT CHRISTENSON
01/27/2016	01/29/2016	THE HOME DEPOT 2801	\$14.78	SCOTT CHRISTENSON
01/28/2016	02/01/2016	THE HOME DEPOT 2801	\$8.67	SCOTT CHRISTENSON
01/29/2016	02/01/2016	THE HOME DEPOT 2801	\$18.46	SCOTT CHRISTENSON
02/01/2016	02/03/2016	MENARDS OAKDALE MN	\$4.91	SCOTT CHRISTENSON
01/26/2016	01/27/2016	U OF M CONTLEARNING	\$195.00	LUANNE CORTESI
01/22/2016	01/25/2016	FRATTALLONES WOODBURY AC	(\$12.08)	CHARLES DEAVER
01/27/2016	01/29/2016	THE HOME DEPOT 2810	\$9.61	CHARLES DEAVER
01/28/2016	02/01/2016	SUPERAMERICA 4848	\$25.67	CHARLES DEAVER
02/02/2016	02/03/2016	SUPERAMERICA 4848	\$38.50	CHARLES DEAVER
01/22/2016	01/25/2016	RAINBOW #7300	\$44.90	TOM DOUGLASS
01/23/2016	01/25/2016	COMMERCIAL POOL & SPA SUP	\$374.75	TOM DOUGLASS
01/25/2016	01/27/2016	C CRETORS AND COMPANY	\$150.45	TOM DOUGLASS
01/28/2016	01/29/2016	IN *CROSSTOWN MECHANICAL	\$3,670.00	TOM DOUGLASS
01/29/2016	02/01/2016	WW GRAINGER	\$195.24	TOM DOUGLASS
02/03/2016	02/04/2016	NUCO2 LLC	\$183.64	TOM DOUGLASS
02/03/2016	02/04/2016	NUCO2 LLC	\$152.81	TOM DOUGLASS
02/03/2016	02/04/2016	NUCO2 LLC	\$199.05	TOM DOUGLASS
02/03/2016	02/04/2016	NUCO2 LLC	\$171.14	TOM DOUGLASS
02/03/2016	02/04/2016	NUCO2 LLC	\$179.57	TOM DOUGLASS
02/03/2016	02/04/2016	NUCO2 LLC	\$175.21	TOM DOUGLASS
01/22/2016	01/25/2016	AMAZON.COM	\$125.82	CHRISTINE EVANS
01/23/2016	01/25/2016	COMCAST CABLE COMM	\$328.70	CHRISTINE EVANS
01/26/2016	01/28/2016	OFFICE DEPOT #1090	\$53.77	CHRISTINE EVANS
02/03/2016	02/05/2016	SUPERAMERICA 4022	\$9.48	PAUL E EVERSON
01/28/2016	02/01/2016	STAPLES 00118836	\$72.22	SHANN FINWALL
01/28/2016	02/01/2016	HOBBY-LOBBY #563	\$21.38	SHANN FINWALL
01/29/2016	02/01/2016	IKEA BLOOMINGTON	\$288.57	MYCHAL FOWLDS
02/01/2016	02/03/2016	THE HOME DEPOT 2801	\$25.81	MYCHAL FOWLDS
01/23/2016	01/25/2016	UPS*2920E0R249D	\$7.05	NICK FRANZEN
01/27/2016	01/28/2016	IDU*INSIGHT PUBLIC SEC	\$113.00	NICK FRANZEN
01/27/2016	01/28/2016	IDU*INSIGHT PUBLIC SEC	\$1,831.75	NICK FRANZEN
01/27/2016	01/28/2016	AWL*PEARSON EDUCATION	\$42.84	NICK FRANZEN
01/28/2016	01/29/2016	CVS/PHARMACY #01751	\$3.43	NICK FRANZEN
01/24/2016	01/25/2016	CUB FOODS #1599	\$50.00	CLARENCE GERVAIS

01/26/2016	01/27/2016	GRANDMAS BAKERY INC	\$48.48	CHRISTINE GIBSON
01/27/2016	01/29/2016	ACE OF SALES	\$20.00	CHRISTINE GIBSON
01/27/2016	01/29/2016	GRAND CLEANERS	\$121.93	CHRISTINE GIBSON
02/02/2016	02/03/2016	GRANDMAS BAKERY INC	\$48.48	CHRISTINE GIBSON
01/29/2016	02/01/2016	ABLE HOSE	\$400.00	MARK HAAG
02/02/2016	02/03/2016	HENRIKSEN ACE HARDWARE	\$19.27	MILES HAMRE
01/28/2016	01/29/2016	HENRIKSEN ACE HARDWARE	\$42.51	TAMARA HAYS
02/02/2016	02/03/2016	FEDEX 870176523625	\$4.27	TIMOTHY HOFMEISTER
02/03/2016	02/04/2016	FEDEX 782288908579	\$8.25	TIMOTHY HOFMEISTER
01/27/2016	01/28/2016	DALCO ENTERPRISES, INC	\$660.94	DAVID JAHN
01/28/2016	01/29/2016	AMAZON MKTPLACE PMTS	\$160.46	DAVID JAHN
01/28/2016	02/01/2016	VALLEY TROPHY	\$8.00	JUSTIN JAMES
01/25/2016	01/26/2016	HENRIKSEN ACE HARDWARE	\$8.53	AMANDA JASKOWIAK
01/26/2016	01/27/2016	MILLS FLEET FARM 2700	\$361.46	DON JONES
01/27/2016	01/28/2016	MILLS FLEET FARM 2700	\$15.32	DON JONES
12/31/2015	01/29/2016	PIONEER PRESS SUBSCRIPTI	(\$312.00)	LOIS KNUTSON
01/26/2016	01/26/2016	PANERA BREAD #601305	\$86.73	LOIS KNUTSON
01/26/2016	01/26/2016	PANERA BREAD #601305	\$11.33	LOIS KNUTSON
01/28/2016	01/29/2016	WWW.PHOTOSNACK.COM	\$19.00	LOIS KNUTSON
01/28/2016	02/01/2016	FIRST SHRED	\$94.60	LOIS KNUTSON
01/29/2016	02/01/2016	WWW.PHOTOSNACK.COM	\$19.00	LOIS KNUTSON
01/29/2016	02/01/2016	COURTYARD BY MARRIOTT STC	\$126.99	LOIS KNUTSON
01/27/2016	01/28/2016	UNIFORMS UNLIMITED INC.	\$38.99	NICHOLAS KREKELER
02/01/2016	02/02/2016	UNIFORMS UNLIMITED INC.	(\$9.00)	NICHOLAS KREKELER
02/02/2016	02/03/2016	COMCAST CABLE COMM	\$73.82	DAVID KVAM
02/02/2016	02/04/2016	IACIS	\$100.00	DAVID KVAM
02/02/2016	02/04/2016	OXYGENFORENSICCOMEN	\$1,199.00	DAVID KVAM
02/03/2016	02/04/2016	DON'S PAINT & COLLISION	\$1,027.56	DAVID KVAM
01/27/2016	01/29/2016	MENARDS OAKDALE MN	\$129.00	STEVE LUKIN
02/01/2016	02/02/2016	MINNESOTA STATE FIRE CHIE	\$300.00	STEVE LUKIN
02/02/2016	02/03/2016	COMCAST CABLE COMM	\$2.25	STEVE LUKIN
02/03/2016	02/03/2016	AIRGASS NORTH	\$28.47	STEVE LUKIN
01/22/2016	01/25/2016	JOHN DEERE LANDSCAPES530	\$23.03	BRENT MEISSNER
01/27/2016	01/28/2016	BEST BUY MHT 00000109	\$4,102.81	MICHAEL MONDOR
01/28/2016	01/29/2016	LEGEND DATA SYSTEMS	\$563.70	MICHAEL MONDOR
02/01/2016	02/03/2016	BOUND TREE MEDICAL LLC	\$566.44	MICHAEL MONDOR
02/02/2016	02/03/2016	NATIONAL REGISTRY EMT	\$255.00	MICHAEL MONDOR
02/04/2016	02/05/2016	NATIONAL REGISTRY EMT	\$20.00	MICHAEL MONDOR
02/04/2016	02/05/2016	CHANNING BETE CO AHA	\$57.00	MICHAEL MONDOR
01/28/2016	01/29/2016	TRUCK UTILITIES INC ST PA	\$1,367.76	BRYAN NAGEL
01/21/2016	01/25/2016	HOULE S FARM, GARDEN & PE	\$45.30	RICHARD NORDQUIST
01/26/2016	01/27/2016	HENRIKSEN ACE HARDWARE	\$6.41	JORDAN ORE
01/22/2016	01/25/2016	AUTO PLUS LITTLE CANADA	\$116.04	STEVEN PRIEM
01/22/2016	01/25/2016	EMERGENCY AUTOMOTIVE	\$217.50	STEVEN PRIEM
01/22/2016	01/25/2016	AN FORD WHITE BEAR LAK	\$31.20	STEVEN PRIEM
01/22/2016	01/25/2016	ZIEGLER INC COLUMBUS	\$171.08	STEVEN PRIEM
01/25/2016	01/26/2016	AN FORD WHITE BEAR LAK	\$145.42	STEVEN PRIEM
01/25/2016	02/01/2016	GENERATOR SPECIALTY CO	\$219.50	STEVEN PRIEM
01/26/2016	01/27/2016	FACTORY MOTOR PARTS #19	\$148.66	STEVEN PRIEM
01/26/2016	01/27/2016	AUTO PLUS-LITTLE CANADA	\$66.39	STEVEN PRIEM
01/26/2016	01/27/2016	IN *B&L SUPPLY INC.	\$916.75	STEVEN PRIEM
01/26/2016	01/27/2016	AN FORD WHITE BEAR LAK	\$86.87	STEVEN PRIEM
01/26/2016	01/27/2016	METRO PRODUCTS INC	\$51.89	STEVEN PRIEM
01/26/2016	01/27/2016	CRYSTEEL TRUCK EQUIP INC	\$1,860.89	STEVEN PRIEM
01/27/2016	01/28/2016	HENRIKSEN ACE HARDWARE	\$15.87	STEVEN PRIEM
01/27/2016	01/28/2016	AN FORD WHITE BEAR LAK	\$26.94	STEVEN PRIEM
01/28/2016	01/29/2016	VCN**MNSTATEPATROL	\$64.50	STEVEN PRIEM
01/28/2016	01/29/2016	AN FORD WHITE BEAR LAK	\$24.60	STEVEN PRIEM

G1, Attachments

01/28/2016	02/01/2016	KREMER SERVICES	\$1,447.78	STEVEN PRIEM
01/28/2016	02/01/2016	ZAHL PMC	\$421.08	STEVEN PRIEM
01/29/2016	02/02/2016	MINNESOTA EQUIPMENT	\$17.92	STEVEN PRIEM
02/01/2016	02/02/2016	AUTO PLUS-LITTLE CANADA	\$42.50	STEVEN PRIEM
02/01/2016	02/02/2016	AUTO PLUS-LITTLE CANADA	\$43.80	STEVEN PRIEM
02/01/2016	02/02/2016	POLAR CHEVROLET MAZDA	\$151.22	STEVEN PRIEM
02/01/2016	02/03/2016	TRI-STATE BOBCAT	\$288.32	STEVEN PRIEM
02/02/2016	02/04/2016	MINNESOTA EQUIPMENT	\$458.74	STEVEN PRIEM
02/04/2016	02/05/2016	TRUCK UTILITIES INC ST PA	\$283.19	STEVEN PRIEM
01/23/2016	01/25/2016	RED WING SHOE #727	\$165.74	MICHAEL REILLY
01/25/2016	01/26/2016	HILLYARD INC MINNEAPOLIS	\$162.06	MICHAEL REILLY
01/29/2016	02/01/2016	HILLYARD INC MINNEAPOLIS	\$1,070.80	MICHAEL REILLY
01/26/2016	01/27/2016	ELIVATE	\$366.65	LORI RESENDIZ
01/27/2016	01/28/2016	ELIVATE	\$487.80	LORI RESENDIZ
01/29/2016	02/01/2016	POLAR ELECTRO	(\$174.81)	LORI RESENDIZ
01/29/2016	02/01/2016	APPOINTMENT-PLUS/STORMSOU	\$49.00	LORI RESENDIZ
02/01/2016	02/01/2016	PPL*INSANITY	\$32.23	LORI RESENDIZ
02/04/2016	02/04/2016	LES MILLS WEST COAST	\$270.00	LORI RESENDIZ
01/27/2016	01/28/2016	PIONEER PRESS ADVERTISING	\$80.80	AUDRA ROBBINS
02/01/2016	02/02/2016	VIKING INDUSTRIAL CENTER	\$129.36	ROBERT RUNNING
02/02/2016	02/04/2016	NAPA STORE 3279016	\$89.83	ROBERT RUNNING
01/22/2016	01/25/2016	LILLIE SUBURBAN NEWSPAPER	\$275.50	DEB SCHMIDT
01/26/2016	01/27/2016	LILLIE SUBURBAN NEWSPAPER	\$253.75	DEB SCHMIDT
01/26/2016	01/27/2016	STAR STATIONERS	\$32.46	DEB SCHMIDT
01/23/2016	01/25/2016	SUPERAMERICA 4023	\$20.00	PAUL SCHNELL
01/26/2016	01/28/2016	SPOK INC	\$16.12	SCOTT SCHULTZ
01/29/2016	02/01/2016	ON SITE SANITATION INC	\$114.00	SCOTT SCHULTZ
02/03/2016	02/04/2016	G&K SERVICES AR	\$779.84	SCOTT SCHULTZ
01/27/2016	01/28/2016	DON'S PAINT & COLLISION	\$709.22	MICHAEL SHORTREED
02/02/2016	02/03/2016	GRAFIX SHOPPE	\$285.00	MICHAEL SHORTREED
02/03/2016	02/05/2016	DRAIN KING	\$205.00	ANDREA SINDT
02/04/2016	02/05/2016	FEDEX 782299430324	\$25.64	ROBERT STARKEY
01/27/2016	01/29/2016	MENARDS MAPLEWOOD MN	\$32.58	RONALD SVENDSEN
01/27/2016	01/28/2016	UNIVERSAL ATHLETIC	\$72.81	JAMES TAYLOR
01/27/2016	01/28/2016	UNIVERSAL ATHLETIC	\$421.82	JAMES TAYLOR
01/27/2016	01/29/2016	OFFICE DEPOT #1090	\$51.20	KAREN WACHAL
01/21/2016	01/25/2016	OFFICE DEPOT #1090	\$32.13	TAMMY WYLIE
01/21/2016	01/25/2016	OFFICE DEPOT #1090	\$24.63	TAMMY WYLIE
01/25/2016	01/26/2016	FITZCO, INC.	\$132.43	TAMMY WYLIE
01/29/2016	01/29/2016	ULINE *SHIP SUPPLIES	\$105.21	TAMMY WYLIE
02/01/2016	02/02/2016	BCA TRAINING EDUCATION	\$150.00	TAMMY WYLIE
02/02/2016	02/03/2016	BESTBUYCOM780279019879	\$96.31	TAMMY WYLIE
01/28/2016	02/01/2016	FIRST SHRED	\$61.80	SUSAN ZWIEG
02/01/2016	02/03/2016	M/A ASSOCIATES	\$339.00	SUSAN ZWIEG

\$36,566.60

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	01/29/16	ABRAMS, MARYLEE	456.30	
	01/29/16	JUENEMANN, KATHLEEN	456.30	
	01/29/16	SLAWIK, NORA	518.43	
	01/29/16	SMITH, BRYAN	456.30	
	01/29/16	XIONG, TOU	456.30	
	01/29/16	COLEMAN, MELINDA	6,717.36	1,291.80
	01/29/16	FUNK, MICHAEL	5,726.88	1,001.18
	01/29/16	KNUTSON, LOIS	3,134.60	606.20
	01/29/16	CHRISTENSON, SCOTT	2,152.29	
	01/29/16	JAHN, DAVID	2,911.15	
	01/29/16	BURLINGAME, SARAH	2,433.31	
	01/29/16	KNUTSON, ALEC	258.00	
	01/29/16	RAMEAUX, THERESE	8,426.02	4,572.72
	01/29/16	BAUMAN, GAYLE	6,172.88	1,195.60
	01/29/16	OSWALD, BRENDA	2,099.75	
	01/29/16	ANDERSON, CAROLE	2,640.22	
	01/29/16	DEBILZAN, JUDY	2,282.59	
	01/29/16	RUEB, JOSEPH	3,211.40	
	01/29/16	ARNOLD, AJLA	1,942.03	
	01/29/16	BEGGS, REGAN	1,820.80	
	01/29/16	HAAG, KAREN	10,303.36	5,596.00
	01/29/16	LO, CHING	976.77	
	01/29/16	SCHMIDT, DEBORAH	3,281.11	
	01/29/16	CRAWFORD, LEIGH	2,790.89	826.70
	01/29/16	LARSON, MICHELLE	2,042.59	
	01/29/16	MECHELKE, SHERRIE	1,126.19	
	01/29/16	MOY, PAMELA	1,634.07	
	01/29/16	OSTER, ANDREA	4,016.71	1,967.20
	01/29/16	RICHTER, CHARLENE	1,083.07	
	01/29/16	VITT, SANDRA	1,046.18	
	01/29/16	WEAVER, KRISTINE	2,534.49	
	01/29/16	CORCORAN, THERESA	2,044.89	
	01/29/16	KVAM, DAVID	6,709.41	1,079.20
	01/29/16	SCHNELL, PAUL	15,677.51	10,480.90
	01/29/16	SHEA, STEPHANIE	1,610.59	
	01/29/16	SHEPPERD, FAITH	2,023.70	
	01/29/16	SHORTREED, MICHAEL	10,099.84	3,153.60
	01/29/16	WYLIE, TAMMY	1,801.79	
	01/29/16	ABEL, CLINT	3,463.06	
	01/29/16	ALDRIDGE, MARK	6,754.10	3,332.80
	01/29/16	BAKKE, LONN	4,470.34	1,077.93
	01/29/16	BARTZ, PAUL	4,447.03	826.00
	01/29/16	BELDE, STANLEY	3,421.30	
	01/29/16	BENJAMIN, MARKESE	3,270.08	
	01/29/16	BIERDEMAN, BRIAN	7,021.40	3,401.60
	01/29/16	BUSACK, DANIEL	4,160.79	
	01/29/16	CARNES, JOHN	2,929.94	
	01/29/16	CROTTY, KERRY	4,850.50	683.30
	01/29/16	DEMULLING, JOSEPH	3,836.12	
	01/29/16	DUGAS, MICHAEL	4,381.47	
	01/29/16	ERICKSON, VIRGINIA	3,528.27	
	01/29/16	FISHER, CASSANDRA	924.00	

01/29/16	FORSYTHE, MARCUS	3,674.52	
01/29/16	FRITZE, DEREK	6,828.63	3,557.25
01/29/16	GABRIEL, ANTHONY	7,134.28	3,293.60
01/29/16	HAWKINSON JR, TIMOTHY	3,894.78	301.36
01/29/16	HER, PHENG	3,147.66	
01/29/16	HIEBERT, STEVEN	3,547.51	
01/29/16	HOEMKE, MICHAEL	3,192.26	
01/29/16	HOFMEISTER, TIMOTHY	511.50	
01/29/16	JAMES JR, JUSTIN	464.00	
01/29/16	JASKOWIAK, AMANDA	360.00	
01/29/16	JOHNSON, KEVIN	4,273.45	
01/29/16	KONG, TOMMY	3,351.62	
01/29/16	KREKELER, NICHOLAS	1,062.97	
01/29/16	KROLL, BRETT	3,365.99	
01/29/16	LANGNER, SCOTT	3,162.13	
01/29/16	LANGNER, TODD	3,213.02	
01/29/16	LYNCH, KATHERINE	3,601.90	
01/29/16	MARINO, JASON	4,004.13	769.00
01/29/16	MCCARTY, GLEN	3,555.13	
01/29/16	METRY, ALESIA	8,068.94	4,058.00
01/29/16	MICHELETTI, BRIAN	3,495.61	
01/29/16	MULVIHILL, MARIA	2,642.48	
01/29/16	NYE, MICHAEL	6,191.00	1,359.30
01/29/16	OLDING, PARKER	2,796.42	56.92
01/29/16	OLSON, JULIE	3,612.18	119.99
01/29/16	PARKER, JAMES	3,035.88	
01/29/16	PETERSON, JARED	2,136.06	68.48
01/29/16	REZNY, BRADLEY	3,763.65	156.08
01/29/16	SCHOEN, ZACHARY	3,380.49	369.98
01/29/16	SLATER, BENJAMIN	2,756.32	113.84
01/29/16	STARKEY, ROBERT	471.25	
01/29/16	STEINER, JOSEPH	4,890.88	800.00
01/29/16	SYPNIEWSKI, WILLIAM	5,811.14	2,712.24
01/29/16	TAUZELL, BRIAN	3,408.48	
01/29/16	THEISEN, PAUL	5,892.37	2,434.80
01/29/16	THIENES, PAUL	7,813.75	3,694.40
01/29/16	VANG, PAM	2,324.12	124.50
01/29/16	WENZEL, JAY	3,409.87	
01/29/16	XIONG, KAO	3,492.19	
01/29/16	ZAPPA, ANDREW	2,387.49	74.70
01/29/16	ANDERSON, BRIAN	32.15	
01/29/16	BAHL, DAVID	495.00	
01/29/16	BAUMAN, ANDREW	3,680.89	
01/29/16	BEITLER, NATHAN	462.98	
01/29/16	BOURQUIN, RON	908.96	
01/29/16	CAPISTRANT, JACOB	83.59	
01/29/16	CAPISTRANT, JOHN	525.00	
01/29/16	COREY, ROBERT	289.37	
01/29/16	CRAWFORD - JR, RAYMOND	5,029.43	1,635.12
01/29/16	CRUMMY, CHARLES	456.55	
01/29/16	DABRUZZI, THOMAS	4,539.27	1,635.12
01/29/16	DAWSON, RICHARD	5,530.45	1,840.32
01/29/16	EVERSON, PAUL	9,415.94	5,113.25
01/29/16	HAGEN, MICHAEL	514.40	
01/29/16	HALE, JOSEPH	390.00	
01/29/16	HALWEG, JODI	3,704.05	
01/29/16	HAWTHORNE, ROCHELLE	3,871.65	
01/29/16	HUTCHINSON, JAMES	393.75	
01/29/16	JANSEN, CHAD	598.00	
01/29/16	KANE, ROBERT	1,027.50	
01/29/16	KARRAS, JAMIE	498.34	
01/29/16	KERSKA, JOSEPH	684.83	
01/29/16	KONDER, RONALD	765.22	

01/29/16	KUBAT, ERIC	3,672.29	
01/29/16	LINDER, TIMOTHY	3,845.82	
01/29/16	LOCHEN, MICHAEL	523.09	
01/29/16	MERKATORIS, BRETT	308.67	
01/29/16	MONDOR, MICHAEL	4,025.34	
01/29/16	MORGAN, JEFFERY	188.05	
01/29/16	NEILY, STEVEN	315.08	
01/29/16	NIELSEN, KENNETH	60.00	
01/29/16	NOVAK, JEROME	6,063.20	2,453.76
01/29/16	NOWICKI, PAUL	308.65	
01/29/16	OLSON, JAMES	2,816.78	
01/29/16	OPHEIM, JOHN	547.50	
01/29/16	PACHECO, ALPHONSE	559.44	
01/29/16	PARROW, JOSHUA	315.08	
01/29/16	PETERSON, MARK	453.75	
01/29/16	PETERSON, ROBERT	4,203.14	
01/29/16	POWERS, KENNETH	810.21	
01/29/16	RAINEY, JAMES	983.84	
01/29/16	RODDY, BRETT	495.11	
01/29/16	RODRIGUEZ, ROBERTO	180.06	
01/29/16	SEDLACEK, JEFFREY	7,525.98	4,445.76
01/29/16	STREFF, MICHAEL	5,454.00	1,818.72
01/29/16	SVENDSEN, RONALD	8,051.71	4,014.57
01/29/16	TROXEL, REID	353.65	
01/29/16	GERVAIS-JR, CLARENCE	13,144.11	8,862.13
01/29/16	LUKIN, STEVEN	13,520.98	8,532.57
01/29/16	ZWIEG, SUSAN	3,582.80	2,344.80
01/29/16	CORTESI, LUANNE	3,026.19	983.60
01/29/16	SINDT, ANDREA	5,310.60	2,629.60
01/29/16	BRINK, TROY	5,011.69	2,452.00
01/29/16	BUCKLEY, BRENT	2,324.89	
01/29/16	DEBILZAN, THOMAS	2,327.19	
01/29/16	EDGE, DOUGLAS	2,302.51	
01/29/16	JONES, DONALD	4,725.71	2,229.60
01/29/16	MEISSNER, BRENT	2,324.89	
01/29/16	NAGEL, BRYAN	8,335.26	4,484.16
01/29/16	OSWALD, ERICK	2,636.55	
01/29/16	RUIZ, RICARDO	1,923.29	
01/29/16	RUNNING, ROBERT	2,559.69	
01/29/16	TEVLIN, TODD	4,554.49	2,229.60
01/29/16	BURLINGAME, NATHAN	2,612.00	
01/29/16	DUCHARME, JOHN	2,946.32	
01/29/16	ENGSTROM, ANDREW	2,966.90	
01/29/16	JAROSCH, JONATHAN	3,386.59	
01/29/16	LINDBLOM, RANDAL	4,373.91	1,427.60
01/29/16	LOVE, STEVEN	4,167.24	
01/29/16	THOMPSON, MICHAEL	5,001.31	
01/29/16	ZIEMAN, SCOTT	152.00	
01/29/16	JANASZAK, MEGHAN	2,007.39	
01/29/16	KONEWKO, DUWAYNE	11,332.24	6,562.12
01/29/16	SONNEK, MELISSA	1,023.41	10.91
01/29/16	HAMRE, MILES	2,126.29	
01/29/16	HAYS, TAMARA	1,888.60	
01/29/16	HINNENKAMP, GARY	3,673.92	
01/29/16	NAUGHTON, JOHN	2,324.89	
01/29/16	NORDQUIST, RICHARD	2,312.00	
01/29/16	ORE, JORDAN	2,079.44	
01/29/16	BIESANZ, OAKLEY	1,717.83	
01/29/16	DEAVER, CHARLES	573.04	
01/29/16	GERNES, CAROLE	988.76	
01/29/16	HUTCHINSON, ANN	2,873.90	
01/29/16	SOUTTER, CHRISTINE	140.00	
01/29/16	WACHAL, KAREN	1,120.65	

01/29/16	GAYNOR, VIRGINIA	3,513.22	
01/29/16	HOIER, KARA	840.94	
01/29/16	JOHNSON, ELIZABETH	1,605.74	
01/29/16	KROLL, LISA	2,106.59	
01/29/16	FINWALL, SHANN	3,934.41	
01/29/16	LORENZ, DANIELA	382.50	
01/29/16	MARTIN, MICHAEL	6,579.17	3,207.20
01/29/16	BRASH, JASON	2,941.29	
01/29/16	CARVER, NICHOLAS	9,038.52	4,520.88
01/29/16	SWAN, DAVID	2,970.59	
01/29/16	SWANSON, CHRIS	1,972.99	
01/29/16	WEIDNER, JAMES	1,584.00	
01/29/16	WELLENS, MOLLY	2,102.02	
01/29/16	ANDERSON, JOSHUA	56.00	
01/29/16	AYD, GWEN	216.00	
01/29/16	BJORK, BRANDON	338.25	
01/29/16	BRENEMAN, NEIL	5,012.55	2,453.60
01/29/16	DIEZ, ANTONIO	263.00	
01/29/16	ETTER, LAURA	56.00	
01/29/16	FISHER, CHANCE	75.00	
01/29/16	HILDEBRANDT, ALANNA	108.00	
01/29/16	JACOBS, ROCHELLE	146.25	
01/29/16	JASKULSKE, JOHN	70.00	
01/29/16	JASKULSKE, NICHOLAS	70.00	
01/29/16	JORGENSEN, SETH	108.00	
01/29/16	LESNICK, JACOB	81.00	
01/29/16	MCKANE, COLLIN	216.00	
01/29/16	MIGGLER, ABIGAIL	42.00	
01/29/16	MOUA, CHEE	75.00	
01/29/16	MURRAY, LYNDISAY	189.00	
01/29/16	PHENGPHAENG, MAICHOUA	141.75	
01/29/16	PHENGPHAENG, RICKY	166.50	
01/29/16	PIEPER, THEODORE	196.25	
01/29/16	RASMUSSEN, BRADLEY	76.00	
01/29/16	ROBBINS, AUDRA	7,036.93	3,431.20
01/29/16	ROBBINS, CAMDEN	621.50	
01/29/16	RUSS, KAYLA	123.50	
01/29/16	RYCHLICKI, NICHOLE	60.00	
01/29/16	SALCHOW, CONNOR	243.00	
01/29/16	SALINAS, DANIEL	108.00	
01/29/16	STILP, MADISON	42.00	
01/29/16	TAYLOR, JAMES	5,321.33	1,715.60
01/29/16	THIELMAN, RICHARD	97.50	
01/29/16	WILLIAMS, JAMES	198.00	
01/29/16	XIONG, BLONG	130.50	
01/29/16	ADAMS, DAVID	2,207.21	
01/29/16	HAAG, MARK	3,048.31	
01/29/16	JENSEN, JOSEPH	1,840.81	
01/29/16	SCHULTZ, SCOTT	5,712.14	1,817.31
01/29/16	WILBER, JEFFREY	2,083.72	
01/29/16	CRANDALL, KRISTA	122.85	
01/29/16	DIONNE, ANN	434.50	
01/29/16	EVANS, CHRISTINE	4,258.83	2,084.80
01/29/16	GIBSON, CHRISTINE	2,176.19	16.99
01/29/16	GREEN, MATTHEW	330.75	
01/29/16	HENDRICKS, JENNIFER	678.07	
01/29/16	HERMANN, MICHELLE	220.50	
01/29/16	HOFMEISTER, MARY	1,276.40	15.97
01/29/16	KRECH, TRAVIS	252.00	
01/29/16	KUHN, MATTHEW	238.50	
01/29/16	O'CONNOR, TERRINA	761.25	
01/29/16	RUZICHKA, JANICE	250.00	
01/29/16	SKRYPEK, JOSHUA	759.00	

01/29/16	ST SAUVER, CRAIG	671.00	
01/29/16	WISTL, MOLLY	416.25	
01/29/16	YANG, YOUA	159.50	
01/29/16	BASSETT, ANDREA	139.50	
01/29/16	BEAR, AMANDA	273.00	
01/29/16	BUTLER, ANGELA	45.63	
01/29/16	CLARK, PAMELA	79.20	
01/29/16	CURLEY, ELAINE	30.00	
01/29/16	DEMPSEY, BETH	312.40	
01/29/16	ERICKSON-CLARK, CAROL	37.50	
01/29/16	GARTNER, DARYL	51.00	
01/29/16	GREGG, PETER	133.50	
01/29/16	GRUENHAGEN, LINDA	333.13	
01/29/16	GUSTAFSON, BRENDA	144.00	
01/29/16	HAASCH, ANGELA	66.50	
01/29/16	HOLMBERG, LADONNA	153.76	
01/29/16	IACARELLA-FUDALI, BARBARA	79.00	
01/29/16	JOHNSON, BARBARA	588.65	
01/29/16	LAMSON, ELIANA	27.38	
01/29/16	MCKILLOP, AMANDA	185.26	
01/29/16	MUSKAT, JULIE	174.39	
01/29/16	NITZ, CARA	377.67	
01/29/16	OHS, CYNTHIA	40.69	
01/29/16	RANEY, COURTNEY	1,051.26	
01/29/16	RESENDIZ, LORI	2,837.55	
01/29/16	ROLLERSON, TERRANCE	45.57	
01/29/16	ROMERO, JENNIFER	23.50	
01/29/16	SCHERER, KATHLENE	88.38	
01/29/16	SCHREIER, ROSEMARIE	145.26	
01/29/16	SMITH, JEROME	104.50	
01/29/16	SMITLEY, SHARON	300.72	
01/29/16	TREPANIER, TODD	290.64	
01/29/16	TRUONG, CHAU	28.00	
01/29/16	TUPY, MARCUS	96.00	
01/29/16	WAKEM, CAITLYN	18.00	
01/29/16	YANG, JUDY	176.00	
01/29/16	ZIMMERMAN, JANE	139.76	
01/29/16	AUBUCHON, IMAGINARA	337.92	
01/29/16	BILJAN, MERANDA	171.00	
01/29/16	BOSLEY, CAROL	129.25	
01/29/16	BUTLER-MILLER, JADE	125.88	
01/29/16	CHRISTAL, JENNIFER	80.00	
01/29/16	ELLISON, LELIA	70.00	
01/29/16	FRANZMEIER, EILEEN	201.00	
01/29/16	GRACE, EMILY	149.63	
01/29/16	AUSTIN, CATHERINE	252.00	
01/29/16	CRAWFORD, SHAWN	500.00	
01/29/16	CRAYNE, WILLIAM	189.00	
01/29/16	DOUGLASS, TOM	4,722.59	1,964.00
01/29/16	HEINTZ, JOSHUA	225.00	
01/29/16	KRECH, ELAINE	696.64	
01/29/16	MAIDMENT, COLIN	721.64	
01/29/16	MALONEY, SHAUNA	99.00	
01/29/16	PRINS, KELLY	3,964.51	1,940.80
01/29/16	REILLY, MICHAEL	4,085.69	2,004.00
01/29/16	STEFFEN, MICHAEL	108.00	
01/29/16	TRAUTMAN, JACOB	240.75	
01/29/16	OJCZYK, CYNTHIA	378.00	
01/29/16	PRIEM, STEVEN	5,125.59	2,512.80
01/29/16	WOEHRLE, MATTHEW	2,382.50	
01/29/16	XIONG, BOON	1,887.93	
01/29/16	BERGO, CHAD	6,051.05	3,114.38
01/29/16	FOWLDS, MYCHAL	4,877.70	740.85

G1, Attachments

	01/29/16	FRANZEN, NICHOLAS	6,329.57	3,084.80
	01/29/16	RENNER, MICHAEL	2,113.15	
99102013	01/29/16	HILLESTAD, RYAN	91.00	
99102014	01/29/16	KVAM, MATTHEW	143.00	
99102015	01/29/16	BONKO, NICHOLAS	120.00	
99102016	01/29/16	BRADY, MADYSON	162.00	
99102017	01/29/16	KRUEGER, SCOTT	101.00	
99102018	01/29/16	MEISSNER, MICHAEL	54.00	
99102019	01/29/16	TARR-JR, GUS	15.00	
99102020	01/29/16	WAGNER, ERIC	154.00	
99102021	01/29/16	WILLIAMS III, WALLACE	104.00	
99102022	01/29/16	VANG, VICHAI	220.00	
			707,168.61	

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	02/12/16	ABRAMS, MARYLEE	456.30	
	02/12/16	JUENEMANN, KATHLEEN	456.30	
	02/12/16	SLAWIK, NORA	518.43	
	02/12/16	SMITH, BRYAN	456.30	
	02/12/16	XIONG, TOU	456.30	
	02/12/16	COLEMAN, MELINDA	5,925.56	
	02/12/16	FUNK, MICHAEL	5,125.70	
	02/12/16	KNUTSON, LOIS	2,528.39	
	02/12/16	CHRISTENSON, SCOTT	2,165.79	
	02/12/16	JAHN, DAVID	2,266.33	
	02/12/16	BURLINGAME, SARAH	2,433.31	
	02/12/16	KNUTSON, ALEC	324.00	
	02/12/16	RAMEAUX, THERESE	3,614.41	
	02/12/16	BAUMAN, GAYLE	5,274.79	
	02/12/16	OSWALD, BRENDA	2,048.65	
	02/12/16	ANDERSON, CAROLE	2,490.51	
	02/12/16	DEBILZAN, JUDY	2,282.59	
	02/12/16	RUEB, JOSEPH	3,211.40	
	02/12/16	ARNOLD, AJLA	2,323.86	
	02/12/16	BEGGS, REGAN	1,820.80	
	02/12/16	HAAG, KAREN	4,907.36	
	02/12/16	LO, CHING	951.27	
	02/12/16	SCHMIDT, DEBORAH	3,281.11	
	02/12/16	CRAWFORD, LEIGH	1,964.19	
	02/12/16	LARSON, MICHELLE	2,042.59	
	02/12/16	MECHELKE, SHERRIE	1,555.47	
	02/12/16	MOY, PAMELA	1,752.10	
	02/12/16	OSTER, ANDREA	2,049.51	
	02/12/16	RICHTER, CHARLENE	952.63	
	02/12/16	VITT, SANDRA	1,426.53	
	02/12/16	WEAVER, KRISTINE	2,534.49	
	02/12/16	CORCORAN, THERESA	2,044.89	
	02/12/16	KVAM, DAVID	4,551.01	
	02/12/16	SCHNELL, PAUL	5,298.75	
	02/12/16	SHEA, STEPHANIE	1,610.59	
	02/12/16	SHEPPERD, FAITH	2,023.70	
	02/12/16	SHORTREED, MICHAEL	4,423.37	
	02/12/16	WYLIE, TAMMY	1,801.79	
	02/12/16	ABEL, CLINT	3,162.13	
	02/12/16	ALDRIDGE, MARK	3,936.83	200.00
	02/12/16	BAKKE, LONN	3,392.41	
	02/12/16	BARTZ, PAUL	3,287.73	
	02/12/16	BELDE, STANLEY	3,421.30	
	02/12/16	BENJAMIN, MARKESE	3,198.95	
	02/12/16	BIERDEMAN, BRIAN	3,619.80	
	02/12/16	BUSACK, DANIEL	3,857.55	
	02/12/16	CARNES, JOHN	2,983.84	
	02/12/16	CROTTY, KERRY	4,167.22	
	02/12/16	DEMULLING, JOSEPH	3,441.26	
	02/12/16	DUGAS, MICHAEL	3,786.81	
	02/12/16	ERICKSON, VIRGINIA	3,353.82	
	02/12/16	FISHER, CASSANDRA	1,291.88	

02/12/16	FORSYTHE, MARCUS	3,064.20	
02/12/16	FRITZE, DEREK	3,271.38	
02/12/16	GABRIEL, ANTHONY	4,068.92	
02/12/16	HAWKINSON JR, TIMOTHY	3,155.96	
02/12/16	HER, PHENG	3,035.88	
02/12/16	HIEBERT, STEVEN	3,421.30	
02/12/16	HOEMKE, MICHAEL	2,727.53	
02/12/16	HOFMEISTER, TIMOTHY	496.00	
02/12/16	JASKOWIAK, AMANDA	360.00	
02/12/16	JOHNSON, KEVIN	4,000.91	
02/12/16	KONG, TOMMY	3,395.11	
02/12/16	KREKELER, NICHOLAS	1,021.83	
02/12/16	KROLL, BRETT	3,162.13	
02/12/16	LANDEROS CRUZ, JESSICA	464.00	
02/12/16	LANGNER, SCOTT	3,162.13	
02/12/16	LANGNER, TODD	3,655.43	
02/12/16	LYNCH, KATHERINE	3,035.88	
02/12/16	MARINO, JASON	3,180.04	17.91
02/12/16	MCCARTY, GLEN	3,380.92	
02/12/16	METRY, ALESIA	3,580.54	
02/12/16	MICHELETTI, BRIAN	2,764.08	
02/12/16	MULVIHILL, MARIA	2,642.48	
02/12/16	NYE, MICHAEL	3,716.07	
02/12/16	OLDING, PARKER	2,715.25	
02/12/16	OLSON, JULIE	3,162.13	
02/12/16	PARKER, JAMES	3,035.88	
02/12/16	PETERSON, JARED	2,067.58	
02/12/16	REZNY, BRADLEY	3,740.39	
02/12/16	SCHOEN, ZACHARY	2,764.08	
02/12/16	SLATER, BENJAMIN	2,642.48	
02/12/16	STARKEY, ROBERT	471.25	
02/12/16	STEINER, JOSEPH	3,530.13	
02/12/16	SYPNIEWSKI, WILLIAM	3,098.90	
02/12/16	TAUZELL, BRIAN	3,245.65	
02/12/16	THEISEN, PAUL	3,334.60	
02/12/16	THIENES, PAUL	3,821.79	
02/12/16	VANG, PAM	2,105.56	
02/12/16	WENZEL, JAY	3,176.89	
02/12/16	XIONG, KAO	3,322.50	
02/12/16	ZAPPA, ANDREW	2,067.58	
02/12/16	ANDERSON, BRIAN	659.11	
02/12/16	BAHL, DAVID	457.50	
02/12/16	BASSETT, BRENT	189.70	
02/12/16	BAUMAN, ANDREW	2,972.71	
02/12/16	BEITLER, NATHAN	488.69	
02/12/16	BOURQUIN, RON	891.82	
02/12/16	CAPISTRANT, JACOB	176.84	
02/12/16	CAPISTRANT, JOHN	326.25	
02/12/16	COREY, ROBERT	488.71	
02/12/16	CRAWFORD - JR, RAYMOND	3,480.35	
02/12/16	CRUMMY, CHARLES	22.51	
02/12/16	DABRUZZI, THOMAS	2,752.21	
02/12/16	DAWSON, RICHARD	3,719.18	
02/12/16	EVERSON, PAUL	3,778.42	
02/12/16	HAGEN, MICHAEL	395.45	
02/12/16	HALE, JOSEPH	240.00	
02/12/16	HALWEG, JODI	3,271.62	
02/12/16	HAWTHORNE, ROCHELLE	3,274.24	
02/12/16	HUTCHINSON, JAMES	596.25	
02/12/16	JANSEN, CHAD	495.12	
02/12/16	KANE, ROBERT	697.50	
02/12/16	KARRAS, JAMIE	154.33	
02/12/16	KERSKA, JOSEPH	520.86	

02/12/16	KONDER, RONALD	636.59	
02/12/16	KUBAT, ERIC	3,111.01	
02/12/16	LINDER, TIMOTHY	3,281.19	
02/12/16	LOCHEN, MICHAEL	977.57	
02/12/16	MERKATORIS, BRETT	565.86	
02/12/16	MONDOR, MICHAEL	4,025.34	
02/12/16	MORGAN, JEFFERY	27.86	
02/12/16	NEILY, STEVEN	128.60	
02/12/16	NIELSEN, KENNETH	37.50	
02/12/16	NOVAK, JEROME	3,289.92	
02/12/16	NOWICKI, PAUL	491.92	
02/12/16	OLSON, JAMES	3,711.84	
02/12/16	OPHEIM, JOHN	943.13	
02/12/16	PACHECO, ALPHONSE	237.93	
02/12/16	PARROW, JOSHUA	154.33	
02/12/16	PETERSON, MARK	720.00	
02/12/16	PETERSON, ROBERT	3,447.85	
02/12/16	POWERS, KENNETH	675.17	
02/12/16	RAINEY, JAMES	925.96	
02/12/16	RICE, CHRISTOPHER	93.24	
02/12/16	RODDY, BRETT	77.16	
02/12/16	RODRIGUEZ, ROBERTO	462.99	
02/12/16	SEDLACEK, JEFFREY	3,127.00	8.50
02/12/16	STREFF, MICHAEL	3,041.94	
02/12/16	SVENDSEN, RONALD	3,850.93	
02/12/16	TROXEL, REID	154.33	
02/12/16	GERVAIS-JR, CLARENCE	4,281.98	
02/12/16	LUKIN, STEVEN	4,988.41	
02/12/16	ZWIEG, SUSAN	1,226.72	
02/12/16	CORTESI, LUANNE	2,042.59	
02/12/16	SINDT, ANDREA	2,681.00	
02/12/16	BRINK, TROY	3,073.77	
02/12/16	BUCKLEY, BRENT	2,802.45	
02/12/16	DEBILZAN, THOMAS	2,327.19	
02/12/16	EDGE, DOUGLAS	2,662.87	
02/12/16	JONES, DONALD	2,695.56	
02/12/16	MEISSNER, BRENT	2,588.30	
02/12/16	NAGEL, BRYAN	3,851.10	
02/12/16	OSWALD, ERICK	3,064.44	
02/12/16	RUIZ, RICARDO	2,196.29	
02/12/16	RUNNING, ROBERT	3,246.07	
02/12/16	TEVLIN, TODD	2,638.47	
02/12/16	BURLINGAME, NATHAN	2,612.02	
02/12/16	DUCHARME, JOHN	2,946.31	
02/12/16	ENGSTROM, ANDREW	2,966.89	
02/12/16	JAROSCH, JONATHAN	3,969.55	
02/12/16	LINDBLOM, RANDAL	2,946.31	
02/12/16	LOVE, STEVEN	4,167.23	
02/12/16	THOMPSON, MICHAEL	5,201.33	
02/12/16	ZIEMAN, SCOTT	96.00	
02/12/16	JANASZAK, MEGHAN	2,007.39	
02/12/16	KONEWKO, DUWAYNE	4,970.12	
02/12/16	SONNEK, MELISSA	982.50	
02/12/16	HAMRE, MILES	2,156.64	
02/12/16	HAYS, TAMARA	1,960.28	
02/12/16	HINNENKAMP, GARY	2,784.48	
02/12/16	NAUGHTON, JOHN	2,606.44	
02/12/16	NORDQUIST, RICHARD	2,537.24	
02/12/16	ORE, JORDAN	2,154.64	
02/12/16	BIESANZ, OAKLEY	2,249.05	
02/12/16	DEAVER, CHARLES	1,162.71	
02/12/16	GERNES, CAROLE	1,001.89	
02/12/16	HUTCHINSON, ANN	2,873.90	

02/12/16	SOUTTER, CHRISTINE	595.01
02/12/16	WACHAL, KAREN	1,096.07
02/12/16	GAYNOR, VIRGINIA	3,513.22
02/12/16	HOIER, KARA	905.19
02/12/16	JOHNSON, ELIZABETH	1,605.74
02/12/16	KROLL, LISA	2,121.34
02/12/16	FINWALL, SHANN	3,553.89
02/12/16	LORENZ, DANIELA	476.00
02/12/16	MARTIN, MICHAEL	3,371.97
02/12/16	BRASH, JASON	2,941.29
02/12/16	CARVER, NICHOLAS	4,517.64
02/12/16	SWAN, DAVID	2,970.59
02/12/16	SWANSON, CHRIS	1,972.99
02/12/16	WEIDNER, JAMES	1,584.00
02/12/16	WELLENS, MOLLY	2,554.08
02/12/16	ABRAHAMSON, AMANDA	53.00
02/12/16	ANDERSON, JOSHUA	70.00
02/12/16	AYD, GWEN	36.00
02/12/16	BJORK, BRANDON	192.50
02/12/16	BRENEMAN, NEIL	2,558.95
02/12/16	ETTER, LAURA	56.00
02/12/16	HILDEBRANDT, ALANNA	81.00
02/12/16	JACOBS, ROCHELLE	243.75
02/12/16	JASKULSKE, JOHN	42.00
02/12/16	JASKULSKE, NICHOLAS	42.00
02/12/16	JORGENSON, SETH	150.00
02/12/16	KUSTERMAN, KEVIN	119.25
02/12/16	LESNICK, JACOB	108.00
02/12/16	MCKANE, COLLIN	189.00
02/12/16	MIGGLER, ABIGAIL	28.00
02/12/16	MOUA, CHEE	75.00
02/12/16	MURRAY, LYNDSAY	162.00
02/12/16	NORDLING, AARON	195.00
02/12/16	PHENGPHAENG, MAICHOUA	252.00
02/12/16	PHENGPHAENG, RICKY	45.00
02/12/16	PIEPER, THEODORE	206.25
02/12/16	RASMUSSEN, BRADLEY	95.00
02/12/16	ROBBINS, AUDRA	3,605.73
02/12/16	ROBBINS, CAMDEN	627.00
02/12/16	RUSS, KAYLA	66.50
02/12/16	RYCHLICKI, NICHOLE	80.00
02/12/16	SALCHOW, CONNOR	189.00
02/12/16	SALINAS, DANIEL	108.00
02/12/16	STILP, MADISON	28.00
02/12/16	TAYLOR, JAMES	3,605.73
02/12/16	THIELMAN, RICHARD	113.75
02/12/16	WILLIAMS, JAMES	184.50
02/12/16	XIONG, BLONG	116.00
02/12/16	ADAMS, DAVID	2,248.61
02/12/16	HAAG, MARK	2,805.21
02/12/16	JENSEN, JOSEPH	1,868.36
02/12/16	SCHULTZ, SCOTT	3,894.83
02/12/16	WILBER, JEFFREY	1,940.50
02/12/16	CRANDALL, KRISTA	120.49
02/12/16	DIONNE, ANN	277.75
02/12/16	EVANS, CHRISTINE	2,174.03
02/12/16	GAGNE, ROBERT	63.00
02/12/16	GIBSON, CHRISTINE	1,845.17
02/12/16	HENDRICKS, JENNIFER	763.38
02/12/16	HERMANN, MICHELLE	309.75
02/12/16	HOFMEISTER, MARY	1,537.65
02/12/16	KRECH, TRAVIS	306.00
02/12/16	KUHN, MATTHEW	427.50

02/12/16	O'CONNOR, TERRINA	866.38	
02/12/16	ORTIZ, ROSALIA	483.00	
02/12/16	RUZICHKA, JANICE	247.50	
02/12/16	SKRYPEK, JOSHUA	539.00	
02/12/16	ST SAUVER, CRAIG	616.00	
02/12/16	WISTL, MOLLY	387.13	
02/12/16	YANG, YOUA	256.00	
02/12/16	BASSETT, ANDREA	101.00	
02/12/16	BAUDE, SARAH	18.75	
02/12/16	BEAR, AMANDA	304.50	
02/12/16	BUTLER, ANGELA	27.38	
02/12/16	CLARK, PAMELA	39.60	
02/12/16	CURLEY, ELAINE	15.00	
02/12/16	DEMPSEY, BETH	375.02	
02/12/16	ERICKSON-CLARK, CAROL	37.50	
02/12/16	GARTNER, DARYL	34.00	
02/12/16	GREGG, PETER	438.75	
02/12/16	GRUENHAGEN, LINDA	428.07	
02/12/16	GUSTAFSON, BRENDA	121.00	
02/12/16	HAASCH, ANGELA	66.50	
02/12/16	HOLMBERG, LADONNA	210.01	
02/12/16	IACARELLA-FUDALI, BARBARA	150.00	
02/12/16	JOHNSON, BARBARA	563.55	
02/12/16	LAMSON, ELIANA	45.63	
02/12/16	MCKILLOP, AMANDA	165.76	
02/12/16	MUSKAT, JULIE	193.01	
02/12/16	NITZ, CARA	116.27	
02/12/16	OHS, CYNTHIA	127.88	
02/12/16	RANEY, COURTNEY	965.01	
02/12/16	RESENDIZ, LORI	2,837.55	
02/12/16	RICHTER, DANIEL	57.45	
02/12/16	ROLLERSON, TERRANCE	60.76	
02/12/16	ROMERO, JENNIFER	94.00	
02/12/16	SCHREIER, ROSEMARIE	122.76	
02/12/16	SMITLEY, SHARON	274.57	
02/12/16	TREPANIER, TODD	255.75	
02/12/16	TRUONG, CHAU	70.00	
02/12/16	TUPY, MARCUS	72.00	
02/12/16	WAGNER, JODY	90.00	
02/12/16	WOODMAN, ALICE	34.50	
02/12/16	YANG, JUDY	111.00	
02/12/16	ZIMMERMAN, JANE	387.03	
02/12/16	AUBUCHON, IMAGINARA	640.92	
02/12/16	BILJAN, MERANDA	142.50	
02/12/16	BOSLEY, CAROL	132.00	
02/12/16	BUTLER-MILLER, JADE	68.88	
02/12/16	CHRISTAL, JENNIFER	38.50	
02/12/16	ELLISON, LELIA	20.00	
02/12/16	FRANZMEIER, EILEEN	181.13	
02/12/16	GRACE, EMILY	246.76	
02/12/16	LANGER, CHELSEA	85.50	
02/12/16	AUSTIN, CATHERINE	252.00	
02/12/16	CRAWFORD, SHAWN	550.00	
02/12/16	DOUGLASS, TOM	2,088.99	
02/12/16	HEINTZ, JOSHUA	207.00	
02/12/16	KRECH, ELAINE	869.18	
02/12/16	MAIDMENT, COLIN	1,220.37	658.52
02/12/16	MALONEY, SHAUNA	126.00	
02/12/16	PRINS, KELLY	2,023.70	
02/12/16	REILLY, MICHAEL	2,081.69	
02/12/16	STEFFEN, MICHAEL	108.00	
02/12/16	TRAUTMAN, JACOB	207.00	
02/12/16	OJCZYK, CYNTHIA	462.00	

	02/12/16	PRIEM, STEVEN	2,663.37
	02/12/16	WOEHRLE, MATTHEW	2,584.69
	02/12/16	XIONG, BOON	1,913.16
	02/12/16	BERGO, CHAD	2,936.67
	02/12/16	FOWLDS, MYCHAL	4,336.85
	02/12/16	FRANZEN, NICHOLAS	3,244.77
	02/12/16	RENNER, MICHAEL	2,113.15
99102039	02/12/16	JAMES JR, JUSTIN	464.00
99102040	02/12/16	BONKO, NICHOLAS	75.00
99102041	02/12/16	BRADY, MADYSON	135.00
99102042	02/12/16	DIEZ, ANTONIO	261.00
99102043	02/12/16	GREENER, DOUGLAS	86.25
99102044	02/12/16	KRUEGER, SCOTT	45.00
99102045	02/12/16	MEISSNER, MICHAEL	54.00
99102046	02/12/16	WAGNER, ERIC	56.00
99102047	02/12/16	WILLIAMS III, WALLACE	117.00
99102048	02/12/16	SMITH, JEROME	96.75
99102049	02/12/16	VANG, VICHAI	220.00
99102050	02/12/16	CRAYNE, WILLIAM	198.00
			534,129.13

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Chris Swanson, Environmental Specialist
DATE: February 8, 2016
SUBJECT: Approval of the 2016 Spring Clean Up Event (April 23)

Introduction

The 2016 Spring Clean Up Event is scheduled for Saturday, April 23 from 8 a.m. to 1 p.m. at Aldrich Arena, 1850 White Bear Avenue. The event allows residents to dispose of bulky items and household hazardous waste. It also offers an opportunity for the City to recycle or reuse items that might end up in the waste stream.

Background

Items accepted at the Spring Clean Up include miscellaneous junk, construction debris, bulky metals, tires, appliances, electronics, furniture (including mattresses), carpet, bicycles, household hazardous waste, and unused or unwanted prescription medicine.

Reuse and recycling of materials is a big component of the City's clean up events. During the Spring Clean Up several nonprofit and recycling companies will be accepting materials at no or minimal cost to the City including the Disabled American Veterans (gently used furniture and household items for reuse), The Small Engine Doctors (small engines to be refurbished), Re-Cycle (bicycles to be refurbished), Bro-Tex (carpet to be recycled), Momentum, formally Project for Pride in Living (mattresses to be recycled).

For the fourth year, the Maplewood Police Department will be collecting unwanted or unused medicine from residents for disposal at the Ramsey County Sheriff's Office. Items accepted include pills, capsules, gel packs, IV's, inhalers, creams, and other items.

Ramsey County's Household Hazardous Waste collection program will take place during the event. Ramsey County will accept oil, paint, antifreeze, fluorescent bulbs, and other hazardous household chemicals free of charge.

As part of the event, Maplewood will sponsor a food drive. Residents can drop off nonperishable food and cash donations at the event's entry gate. All donations will go to Second Harvest Heartland Food Bank.

Last year the city hosted their first shredding event in conjunction with the cleanup. Over 7,900 lbs of material was collected and responsibly shredded. Because of the success of the event last year First Shred will be in attendance so residents can bring confidential papers to the event to be shredded free of charge.

The fourth annual Fall Clean Up Campaign is tentatively scheduled for October 2016. The event will allow residents to schedule curbside pickup of bulky items from the City's trash hauling contractor at a reduced rate.

Budget Impact

The attached 2016 Spring Clean Up flyer includes pricing for the event. Residents will pay approximately 40 percent of the cost to dispose of the items, with the City subsidizing 60 percent (an average of \$9,000 per event). The cost for the event will be a little higher than previous years because the price of material processing has increased (mattresses and electronics, and labor) and because the City is offering paper shredding free of charge.

Recommendation

Approve the 2016 Spring Clean Up Event scheduled for Saturday, April 23 from 8 a.m. to 1 p.m. at Aldrich Arena, 1850 White Bear Avenue.

Attachment

1. Maplewood Spring Clean Up Flyer

Maplewood Spring Clean Up
Saturday, April 23, 2016
8 a.m. to 1 p.m.
Aldrich Arena, 1850 White Bear Avenue

Items Accepted: Miscellaneous junk, construction debris, bulky metals, tires, appliances, electronics, furniture (including mattresses), carpet, bicycles, car seats, and other assorted items for free or a small fee (see fee schedule below). Payment can be made via cash or check.

- **Household Hazardous Waste:** Ramsey County will be collecting household hazardous waste (HHW) like paint, chemicals, oil, and other household items free of charge at the event. For more information on items collected and additional HHW hours and drop off sites visit RamseyAtoZ.com.
- **Unwanted Medicine:** Residents can dispose of medicine for free at the event. The Maplewood Police Department will be in attendance to collect items such as pills, capsules, gel packs, IV's, inhalers, creams, and other items. Used needles, syringes, or lancets will not be accepted at the event but can be disposed of at the Ramsey County Sheriff's year-round drop off site. For a complete list of medicine accepted and information on the drop off sites visit RamseyAtoZ.com.
- **Paper Shredding:** Protect your identity and credit by shredding private documents. Residents can bring sensitive documents (old bank accounts, credit card statements, old medical records, etc.) and have the documents shredded for free. Paper shredding will be from 8 A.M. to noon.
- **Second Harvest Heartland Food Drive:** Residents are encouraged to make a nonperishable food or cash donation at the entry gate to the event. These donations support Second Harvest Heartland, a local food shelf (www.2harvest.org).

Items Not Accepted: Leaves, branches, and other yard waste will not be accepted at the event. Please contact Republic Services, the City's contracted trash and yard waste hauler, at 651.455.8634 to set up yard waste service or dispose yard waste at one of Ramsey County's yard waste sites (RamseyAtoZ.com).

Type of Load and Fee

- Vehicle Loads
 - Pick-Up Truck \$20.00
 - 4' x 8' Trailer \$25.00
 - Car \$10.00
 - Mini Van \$15.00
- Bulky Items*
 - Appliances** \$15.00
 - Electronics (w/screen) \$15.00
 - Car Tires \$5.00
 - Furniture which cannot be reused (couches, mattresses, chairs) \$10.00

* Bulky item charge in addition to load charge.

** Appliances with ammonia subject to increased charge.

Additional Materials Collected at No Charge

- Furniture which can be reused (lightly used)
- Disabled Americans Veterans– (www.DAV.org)
- Bicycles (any condition) - Re-Cycle (www.re-cycle.com)
- Carpet (dry carpet and foam padding, maximum 6-foot wide roll) – Bro-Tex (www.brotex.com/carpetrecycling)
- Small Engines (lawn mower, snow blower, etc., any condition) – Small Engine Doctors
- Household Hazardous Waste – Ramsey County (RamseyAtoZ.com)

Information:

- Chris Swanson, Environmental Specialist at 651.249.2305 or chris.swanson@maplewoodmn.gov
- Maplewood Spring Clean Up Webpage, www.maplewoodmn.gov/cleanups



MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: February 22, 2016

SUBJECT: Approval of Grant Proposal for Restoration at Prairie Farm Preserve

Introduction

The council will consider approval for staff to apply for a Conservation Partners Legacy (CPL) grant for pollinator habitat restoration at Prairie Farm Preserve.

Discussion

Prairie Farm Preserve is a 22-acre preserve owned and managed by the City of Maplewood. Two and one-half acres of the preserve are the site of the Bruentrup Heritage Farm, maintained by the Maplewood Area Historical Society (MAHS). The farmstead is headquarters for the society's activities and includes a historic barn, house, and outbuildings. The preserve is a patchwork of non-native vegetation and native prairie that was seeded in 2002.

In 2015, staff mapped the high quality prairie areas vs. the non-native grasslands at the site. Restoration plans call for restoring the non-native areas to connect the prairie patches and create high-quality habitat for pollinators. Restoring prairie here will not only improve pollinator habitat, but it will create long-term opportunities to excite and educate the community about native plants, pollinators, and the importance of natural communities.

Staff would like to apply for a \$62,000 CPL grant to fund pollinator habitat restoration at Prairie Farm. CPL grants are funded from the Outdoor Heritage Fund and are administered by the Minnesota Department of Natural Resources.

Project objectives include: 1) Restore twelve acres of old-field vegetation to dry-mesic and mesic prairie; 2) Enhance seven acres of existing prairie; 3) Enhance habitat for pollinators by using a high diversity native seed mix in restoring the non-native areas; and 4) Conduct a baseline survey of native bees at the site.

Budget

The \$62,000 CPL grant requires a minimum 10% match. The city would meet this obligation by providing by \$6500 of in-kind services from staff and volunteers.

Recommendation

It is recommended that the council authorizes the Parks and Recreation Director to apply for a Conservation Partners Legacy grant for Prairie Farm Pollinator Habitat.

AGENDA REPORT

TO: Melinda Coleman, City Manager
FROM: DuWayne Konewko, Parks & Recreation Director
SUBJECT: **Approval to Submit Grant Proposal to the Minnesota State Arts Board for Kid City**
DATE: February 16, 2016

Introduction

In support of *Kid City*, staff is requesting approval from council to apply for a grant from the Minnesota State Arts Board in the amount of \$145,247 for calendar year 2017. The grant request is for the second year of *Kid City*.

Background

Kid City, is a youth-driven public art program that mobilizes kid citizens to work in partnership with artists and the City to revitalize Maplewood. *Kid City* responds to risk factors faced by our youth, many of whom are from the city's fastest growing populations (Latino, East African, Hmong, and Karen), receive free and/or reduced lunches, and are at-risk of dropping out of school.

Through the following two phases, *Kid City* will help the entire community reimagine Maplewood at a critical point in its evolution:

- Pop-up Laughter Museums that bridge communities through the universal act of laughter;
- A Kid Council that uses improv and theatre techniques to dream up solutions to the city's challenges.

Maplewood will partner with Z Puppets Rosenschnoz, led by Shari Aronson and Chris Griffith who are award-winning Minneapolis multidisciplinary artists specializing in innovative, interactive experiences for families and youth. In addition, an advisory committee comprised of members of the target communities has been working with the artistic team and staff on project planning and implementation.

Budget

The City is required to provide a 10% match to this grant if awarded. Funding for the match amount would come from the PAC fund. Monies are available in this account for the match. Staff will also be reaching out to local businesses for financial support to help offset this match.

Recommendation

Staff is recommending that the City Council authorize the City Manager and staff to make grant application to the Minnesota State Arts Board in the amount of \$145,247. The grant has a 10% matching component.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Director Citizen Services
DATE: February 12, 2016
SUBJECT: Approval of Agreement for Use of Harvest Park for the 2016 Susan G. Komen Twin Cities 3-Day Event

Introduction

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

Background

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

The 2016 Susan G. Komen Twin Cities 3-Day Event is scheduled for August 19-21. Staff will have correspondence with the coordinators for the event to ensure that health and safety, public safety and other concerns are met. Staff has experienced a very professional and responsible working relationship the last seven years with the event coordinators and look forward to working with them again.

Budget Impact

None

Recommendation

It is recommended that the City Council approve the Use Agreement of Harvest Park for the 2016 Susan G. Komen Twin Cities 3-Day Event.

Attachment

1. Proposed Use Agreement

USE AGREEMENT
City of Maplewood
Citizen Services Department

The Use Agreement (hereafter "Agreement") is made and entered in to this ____ day of _____, 2016, by and between the City of Maplewood, a Minnesota municipal corporation (hereafter the "City"), and The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen (hereafter "Komen"), as producer of the 2016 Susan G. Komen Twin Cities 3-Day event benefiting Komen, a non-profit organization.

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

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

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

1. **Komen** shall have the right to use the Harvest Park property in connection with a non-profit cancer awareness program and matters related to the Susan G. Komen Twin Cities 3-Day. Komen shall have the right to use the property to construct an overnight campground. NO campfires will be allowed, and all camp design and construction plans, including areas in which vehicular access to the property will be allowed, shall be subject to the specific approval of the City, which approval shall not be unreasonably withheld.
2. **Komen** will be permitted to use the Harvest Park property on the following days:
 - a. August 16-18, 2016, for set up
 - b. August 19-21, 2016, for event day
 - c. August 22, 2016 for clean up
3. **Komen** accepts full responsibility and liability for any and all damages resulting to the park property as a result of its use for the Susan G. Komen Twin Cities 3-Day, reasonable wear and tear excluded. Komen agrees to restore the property to its previous condition, which is reasonably acceptable to the City of Maplewood. The Director of Citizen Services and Maplewood Staff will meet on Monday, August 22, 2016 with the Event Production Manager, Event 360, Inc., to evaluate the condition of the property and to determine what work, if any, will be necessary to restore the property to its previous condition. A security deposit of \$5,000.00, made payable to the "City of Maplewood" must be received by July 31, 2016. The deposit will be refundable after inspection of the property and completion of all items of reasonable concern are addressed.
4. **Komen** shall maintain general liability insurance in an amount of at least amounts not less than those set forth on the attached Certificate of Insurance at all times during the Terms of this Agreement to protect the City from any and all liability to persons or property which may result from use of the Harvest Park property. Komen shall provide the City to be named as "additional insured" on its binder.
5. The **City** shall be responsible for having the property mowed and clear of litter and trash and in good and useable condition prior to August 16, 2016.
6. **Komen** will coordinate security and traffic issues with the City of Maplewood Police Department. The event area will be secured and closed to the public no later than 9:00 p.m. on the days that the property is being used by Komen for the Susan G. Komen Twin Cities 3-Day.
7. **Komen** shall notify the City by August 5, 2016, of the emergency contingency plan for the scheduled event in case of inclement weather.

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

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

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

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

11. As to notice or communication regarding this agreement:

Event 360, Inc.
Susan G. Komen 3-Day®
Kiki Setterlund
Event Production Manager
Phone: 773-247-5360 ext. 907
Fax: 888.453.1731
ksetterlund@event360.com

City of Maplewood
Citizen Services Department
Karen Haag, City Clerk
Director Citizen Services
Phone: 651.249.2002
Fax: 651.249.2009
karen.haag@maplewoodmn.gov

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

City of Maplewood

By: _____
Mayor, Nora Slawik

By: _____
City Manager, Melinda Coleman

Date: _____

Date: _____

Attest: _____
City Clerk, Karen Haag

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

By: _____

Title: _____

Date: _____

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Citizen Services Director
DATE: February 12, 2016
SUBJECT: Approval of a Temporary Lawful Gambling - Local Permit for the Minnesota Waterfowl Association East Metro Chapter, 1946 English Street

Introduction

An application for a temporary Lawful Gambling permit has been submitted by John Molkenbur on behalf of the Minnesota Waterfowl Association East Metro Chapter.

Background

This permit will be used for the organization's annual East Metro Chapter Banquet, which will be held at the Maplewood Moose Lodge on Thursday, April 14, 2016 from 5:00pm to 10:00pm. Proceeds from the event will go towards raising funds for the organization's "Woodie Camp", a summer youth camp.

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 Minnesota Waterfowl Association East Metro Chapter's East Metro Chapter Banquet on April 14th, 2016 at 1946 English Street, Maplewood.

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: Karen Haag, Director Citizen Services
DATE: February 17, 2016
SUBJECT: Approval of Joint Powers Agreement with Ramsey County for Voting Systems and Approval of Use in 2016

Introduction

In October of 2013 the city council approved entering into a Joint Powers Agreement (JPA) with Ramsey County for the replacement of election equipment. As a member of the Ramsey County Elections Task Force, I participated in the preparation of the JPA and the selection of the equipment.

Background

Ramsey County Elections Task Force began working on the 2013 JPA in the fall of 2012. As part of that the task force diligently reviewed existing equipment and worked with vendors who were in the process of developing new hardware and software that meets criteria set by Minnesota State law. The equipment was required to be certified by the Secretary of State's Office and meet federal guidelines for the Help American Vote Act allowing individuals with disabilities to vote with independence and privacy. After much review the task force unanimously decided to go with Hart Intercivic and the Ramsey County Board approved the JPA on January 18, 2016.

Budget Impact

Purchase of the election equipment and related hardware has been included in the Capital Improvement Plan (CIP) for 2015 – 2019 at \$40,000 each year. The amount budgeted in the CIP will be adjusted now that the purchase of the equipment has been made and dependent on receiving funds from the sale of our current equipment.

Recommendation

It is recommended that the city council approve the Joint Powers Agreement (JPA) with Ramsey County for Election Equipment Acquisition and Operation authorizing the City Manager and the City Clerk to sign and execute the agreements and naming the City Clerk the project implementation liaison with the County and authorizing the use of the new voting systems beginning in the 2016 election cycle.

Attachments

1. Joint Powers Agreement

**JOINT POWERS AGREEMENT FOR
NEW VOTING SYSTEM ACQUISITION AND OPERATION**

This Agreement is made by and between Ramsey County, through the Ramsey County Elections Office (hereinafter "County"), and the cities of Arden Hills, Falcon Heights, Gem Lake, Lauderdale, Little Canada, Maplewood, Mounds View, New Brighton, North Oaks, North St. Paul, Roseville, St Anthony, St. Paul, Shoreview, Vadnais Heights, and White Bear Lake and White Bear Township (collectively referred to as the "Municipalities").

WHEREAS, the County and the Municipalities ("Parties") are "governmental units" as defined in Minn. Stat. §471.59; and

WHEREAS, pursuant to Minn. Stat. §471.59, the Parties, through actions of their governing bodies, are authorized to enter into a joint powers agreement for the exercise of commonly held or similar powers; and

WHEREAS, the Parties entered into a Joint Powers Agreement in 2001 for the purchase and operation of a new voting system, with a ten year term and automatic two year extensions; and

WHEREAS, pursuant to the provisions of the 2001 Joint Powers Agreement, the County prepares ballots and compiles election results for all state, federal, county, municipal and school district elections for the Municipalities; and

WHEREAS, efficient ballot preparation and the timely compilation of election results depend upon the use of a uniform voting system throughout the County, and the use of a uniform voting system for all elections enhances election judge and voter understanding of the voting process and helps to provide equitable treatment for all voters, regardless of the type of election; and

~~WHEREAS, Congress mandated the use of an assistive ballot marking device in all polling places and in-person absentee voting locations for use by voters with disabilities, through enactment of the Help America Vote Act of 2002 ("HAVA"); and~~

WHEREAS, the Minnesota Legislature mandated the central counting of all absentee ballots under uniform state laws and procedures in Laws of Minnesota 2010, Chapter 194, effective in 2010; and

WHEREAS, the Parties have reached agreement on the need to replace the existing voting system and the funding formula for the new voting system; and

WHEREAS, the County Board has approved a contract with Hart Intercivic of Austin, TX for the purchase and use of a new voting system for deployment in 2016;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

I. PURPOSE

The purpose of this Joint Powers Agreement is to establish and describe the roles and responsibilities of the County and the Municipalities in connection with the acquisition, implementation, and operation of a new voting system for use throughout Ramsey County ("Project"), including equipment that will be owned and operated by the County and equipment that will be owned and operated by the Municipalities.

II. COUNTY ROLES AND RESPONSIBILITIES-SYSTEM IMPLEMENTATION

A. General

The County will provide the services, materials, and equipment necessary to procure and implement a replacement voting system ("System") in Ramsey County, including software, hardware, materials, ballot printing, and other services as further described in this Agreement. Services may be provided directly by County staff or by outside vendors, as determined by the County.

B. System Description

The System will have the following functionalities:

1. The capability to create ballot styles for each precinct based on the appropriate contests and candidates and to generate ballots by either creating a print file that may be sent to a vendor or by printing ballots in the County offices;
2. The capability to program memory devices for each precinct for an election that will, when inserted into a ballot counter or ballot marking device, properly record the votes on ballots cast in that precinct, reject ballots that are not from that precinct or which do not have the proper validation marks, return to the voter ballots which contain an overvote or a crossover vote, and perform all other actions required by the Minnesota election law;
3. The capability to count absentee ballots at a central location in the County or at one or more Municipalities, at the option of each of the Municipalities, and to generate reports noting the number of absentee ballots counted for each precinct;

4. The capability to accumulate votes on ballot counters located in each precinct on election day, at other locations prior to election day, and from absentee ballot counting centers, to protect voted ballots in a sealed ballot box; to generate paper tapes of election results for review and certification by election judges; and to electronically upload or transmit election results to the County; and
5. The capability to compile election results from electronically transmitted files from each precinct through use of the memory device which recorded votes from the precinct and/or from the election results tape; to create an election results database that may be used for displaying results on the County website; and to generate needed reports for certification of election results.

C. System Equipment

The County will purchase System hardware and software (collectively referred to as the "System Equipment") as initially needed for use of the System by the County and the Municipalities. The System Equipment to be purchased by the County for implementation of the System under the terms of this Agreement is listed as the System Equipment Costs – Total in the System Equipment List, attached hereto and made a part of this Agreement as Appendix A.

D. Implementation Services

1. The County will provide services, including training, related to the implementation of the System by the County and the Municipalities, as described in Appendix B - Implementation Services, attached hereto and made a part of this Agreement.
2. The County will provide implementation project management services through a Project Manager. Joseph Mansky, or his designee, shall serve as Project Manager for the County.
3. The goal is to have the System implemented and ready for use by the County and the Municipalities in time for the 2016 state primary. At the discretion of the County, the implementation of the System may be delayed for initial use at the 2016 state general election or a future election.

III. COUNTY ROLES AND RESPONSIBILITIES-POST IMPLEMENTATION
OPERATING SERVICES

A. General

Following System implementation, the County will perform the duties described in Sections III. B. through E. (collectively, "Operating Services") either directly by County staff or by outside vendors, as determined by the County.

B. System Administration

The County will:

1. maintain all licenses and agreements from the vendor(s) necessary to operate the System;
2. obtain and implement all required software updates needed to operate the System in compliance with the requirements of the Minnesota election law;
3. perform diagnostic testing of ballot counters and ballot marking devices to ensure the proper functioning of all equipment;
4. provide election programming needed to generate ballots and program memory devices that allow the ballot counters to correctly record votes; and
5. accumulate and report election results cast on the ballot counters for all elections.

C. Warranty Services

-
1. Warranty services will be provided by the System vendor(s) in accordance with the warranty provisions contained in the contracts between the County and the System vendor(s).
 2. The County shall obtain and enforce all System warranties, including warranties on equipment owned by the Municipalities paid for under the terms of this Agreement. All requests for warranty services shall be made by the Municipalities to the County.

D. Post-Warranty Maintenance Services

Maintenance services will be provided following expiration of the warranty period(s) in accordance with the provisions of the maintenance agreement(s) between the County and the System vendor(s).

1. The County will enter into a contract with the System vendor(s) for System maintenance services to be provided directly to the County. The County will manage the provision of maintenance services for the Municipalities.
2. Maintenance services shall include, at minimum, the following:
 - a. Preventative maintenance: inspect and clean all ballot counters and ballot counting devices, including the read heads, printers, motors and other related components.
 - b. Repairs: make basic repairs to ballot counters and ballot marking devices as needed; the County will maintain or obtain spare parts for this purpose.
 - c. Equipment Replacement: replace ballot counters, ballot marking devices and related hardware and components on an as needed basis in the case of complete or un-repairable equipment failure.

E. Ongoing Services

1. The County will provide the Municipalities with a set of test ballots (also known as the test deck) and pre-audited test results for each precinct in every election.
-
2. The County will provide ballot layout, printing and memory device programming as follows:
 - a. Ballot layout – no cost to Municipalities for all elections
 - b. Ballot printing
 - 1) State and county elections – no cost to Municipalities
 - 2) Other elections – printing cost attributable to Municipal and/or School District offices and questions paid by

Municipalities and/or School Districts using cost formula
provided by the Secretary of State

- c. Memory device programming – no cost to Municipalities for all elections
3. The County will provide each Municipality with the hardware and software necessary to administer absentee voting for all elections. Each Municipality will have the choice of one of the following options:
 - a. make arrangements for the County to accept/reject, process and count all the absentee ballots for the Municipality;
 - b. accept/reject its own absentee ballots and make arrangements for the County to process and count the absentee ballots for the Municipality;
 - c. accept/reject, process and count its own absentee ballots.
 4. The County will provide the Municipalities with the County's costs for options 3. a. and b. (above) no later than 24 weeks before the first election for which the System will be used and no later than 16 weeks before the date established in state law to begin absentee voting in subsequent years. Each Municipality shall inform the County in writing of its initial choice no later than 20 weeks before the first election for which the System will be used. Each Municipality shall notify the County in writing of any changes desired for its choice in subsequent years no later than 12 weeks before the date established in state law to begin absentee voting for a primary in a given year.
 5. The County will provide inspection and replacement of consumable supplies.
-
6. Election Day technical support for the System will be provided by the voting system vendor (up to three days per election), as required by the County.
 - a. Programming and system administration operations
 - b. Ballot counter operations
 - c. Ballot marking device operations
 7. Subject to approval by the County, during the term of this Agreement including any extensions, the County shall lease or purchase ballot counters, ballot marking devices, and other hardware and software in addition to those listed in Appendix A, on written request from a Municipality. Payment to

the County by the requesting Municipality shall be made within thirty (30) calendar days from the date of the invoice from the County following delivery of the hardware and/or software to the requesting Municipality.

8. During the term of this Agreement including any extensions, the County may lease or purchase any additional hardware or software that is necessary for the System to:
 - a. comply with the provisions of the Minnesota Election Law;
 - b. facilitate the processing and counting of absentee ballots; or
 - c. otherwise meet demand from the voters.

IV. ROLES AND RESPONSIBILITIES OF THE MUNICIPALITIES

A. Implementation

1. The individual who administers elections for the Municipality shall serve as the Municipality's project implementation liaison with the County. Each Municipality shall provide the name and contact information for the liaison within ten (10) calendar days of final execution of this Agreement.
2. Within thirty (30) calendar days of execution of this Agreement, each Municipality shall notify the County in writing of its plans for payment of the acquisition costs of the ballot counters, ballot marking devices and any other administrative equipment ("Equipment Costs"). Each Municipality may choose from one of the following payment options: a) a one-time reimbursement of costs or b) reimbursement of costs over two or more years, not to exceed a maximum of five years. A Municipality may not revoke its decision at any time after notice has been given to the County.

B. Post-Implementation/Ongoing

1. The Municipalities shall verify that ballots and memory devices tested by the County function accurately in the ballot counters and ballot marking devices that will be used in each election. If a Municipality identifies an error, the County shall correct the error within ten (10) calendar days of notification of the error, if practicable.

2. The Municipalities shall also perform all public accuracy testing provided by law for each election and may request the County's assistance in conducting these tests, at no charge.
3. The Municipalities may not lease or purchase any additional hardware and software during the term of this Agreement or any extensions without the prior approval of the County.
4. Each of the Municipalities shall lease or purchase at least one ballot counter, a ballot marking device, and a ballot box for each precinct in the Municipality.

C. Payment

Each of the Municipalities is responsible for payment in accordance with the provisions of this Agreement.

V. OWNERSHIP/SOFTWARE LICENSE

- A. The County will initially own all System Equipment.
- B. Upon payment in full to the County in accordance with the terms of this Agreement, each of the Municipalities will own the ballot counters, ballot marking devices, and related equipment that were originally purchased by the County under this Agreement; this provision shall not apply to equipment leased by the County. The County will maintain ownership of backup ballot counters and ballot marking devices, the central count ballot counters and any precinct ballot counters that are needed for counting absentee ballots, the memory devices for all ballot counters and ballot marking devices, and the computer hardware and software needed to operate and administer the System.
- C. The County is the sole Licensee of the System software and the Municipalities are users.

VI. WARRANTY

The County makes no representations and extends no warranties with respect to the use of the System and specifically disclaims all other warranties, express or implied, including but not limited to any implied warranty or merchantability or fitness for a particular purpose.

VII. SYSTEM IMPLEMENTATION FUNDING

- A. The County will provide initial financing for the costs of acquisition, installation, and implementation of the System ("Implementation Costs").
- B. As part of the initial financing of the Implementation Costs, the County will apply state grant funds received under the Help America Vote Act and required County matching funds as a setoff against the Implementation Costs.
- C. The Municipalities will provide the funds to reimburse the County for the System Equipment identified as the responsibility of the Municipalities in Appendix A.

VIII. COST ALLOCATION/PAYMENT

A. Cost Allocation-Implementation Costs

- 1. Each of the Municipalities will reimburse the County for the cost of the number of ballot counters, ballot boxes, and ballot marking devices required by that Municipality in accordance with the pricing in Appendix A. A list of the number of ballot counters, ballot boxes, and ballot marking devices for each of the Municipalities and the percentage of the total cost for ballot counters and ballot marking devices to be paid by each of the Municipalities is listed in Appendix C. The total number and each Municipality's percentage of ballot counters and ballot marking devices may be adjusted throughout the term of this Agreement including any extensions.
- 2. For those Municipalities that have elected to pay for the ballot counters, ballot boxes, and ballot marking devices over time, the total amount to be paid will include their proportionate share of any financing costs incurred by the County for the purchase, installation and implementation of the System Equipment, which financing costs will be shared among those Municipalities that have elected to pay over a period from two to five years. The County will charge each Municipality that chooses to finance the purchase of its System Equipment 2% per annum.

B. Cost Allocation-Post-Implementation/Operating Services

- 1. There will be no charge to the Municipalities for ballot layout for all elections, ballot printing for State and county elections or for memory device programming.

2. The Municipalities will pay the County's costs for Operating Services ("Operating Costs") on an annual basis.
3. The Operating Costs will be calculated to include costs for the items listed in Section III.B.-E. of this Agreement and, until repaid in full, the Implementation Costs described in Section VIII.A.2.
4. Except as identified as the responsibility of a Party to this Agreement, annual Operating Costs for Operating Services will be allocated as follows:
 - a. using the percentage of the total number of ballot counters requested by the Municipality as a proportion of the total number of ballot counters requested by all Municipalities for 80%, and using the percentage of the total number of absentee ballots accepted by each Municipality during the four most recent state general elections as a proportion of the total number of absentee ballots accepted in the County for 20%. The County will initially allocate the annual Operating Costs to the Municipalities as illustrated in Appendix C. The annual Operating Costs are subject to change, based on price changes for post-implementation services provided by the System vendor and changes to the costs of licenses and fees required for the County to administer the System, which have been submitted to and approved by the County.
 - b. The allocation will take into account any changes in the number of ballot counters requested by each of the Municipalities and/or the total number of ballot counters.

C. Payments

1. The County shall invoice a Municipality after the initial delivery of County-tested ballot counters, ballot boxes, and ballot marking devices to the Municipality. If a Municipality will pay over a period of 2-5 years, the County will invoice the Municipality its appropriate annual sum along with the invoice for annual Operating Costs. Payment shall be made within thirty (30) calendar days of the date of the invoice.
2. On or about June 1 of each calendar year during the term of this Agreement including any extensions, the County will invoice the Municipalities for their share of Operating Costs for the next calendar year. The total amount of the invoices will be calculated based on the actual Operating Costs incurred by the County in the previous calendar year, with adjustments made to account for increases or decreases in anticipated Operating Costs. The Municipalities

shall make payment to the County within thirty (30) calendar days of the date of the invoice.

3. If the County provides maintenance services through the System vendor on a time and materials basis, a Municipality that requires maintenance services will contact the County for the services and the County will contact the vendor.
4. If requested by a Municipality, the County shall invoice the School District(s) to pay a proportion of the Municipalities' annual cost for Operating Services using either: a) the cost-sharing methodology provided in the Minnesota Election Law; or b) another methodology developed by the County, in consultation with the Municipalities. The County will invoice the School District(s) for their proportion of the costs and payments will be made directly by the School District(s) to the County.
5. Payment of interest and disputes shall be governed by the provisions of Minn. Stat. § 471.425.

D. Proceeds from sale or lease of old equipment

The County shall determine if any existing voting equipment, including but not limited to ballot counters, ballot marking devices and related hardware will be sold or leased in conjunction with the purchase of the System. The County shall apply the proceeds of any sale or lease of existing voting equipment, including but not limited to ballot counters and ballot marking devices, toward the Municipalities' payment of Implementation Costs or Post-Implementation Costs.

IX. PROJECT SCHEDULE

A Project Schedule is attached hereto and made a part of this Agreement as Appendix D. The County may change the schedule set forth in Appendix D as appropriate based on changes in funding sources or the needs of the County.

X. TERM

- A. The term of this Agreement is for a ten (10) year period from the date of final execution by all parties ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.
- B. This Agreement shall be automatically extended for successive two-year terms ("Renewal Terms"), upon the same or better terms, conditions and

covenants, unless a majority of the Municipalities or the County gives notice of their/its intent not to extend at least 180 days prior to expiration of the Initial Term or the then-current Renewal Term.

XI. ANNUAL REVIEW PROCESS

At least once a year during the term of this Agreement, including any extensions, the County will convene a meeting of elections officials from the Municipalities to review the elections process and System operations.

XII. INDEMNIFICATION AND INSURANCE

- A. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting therefrom. Each party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.
- B. Each Party agrees to defend, indemnify and hold harmless the other Parties, their employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys fees, resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement. Nothing herein shall be deemed a waiver by any Party of its limitations on liability, defenses or immunities under Minnesota Statutes, Chapter 466, or other state or federal law.
- C. Each Party warrants that it is able to comply with the aforementioned indemnity requirements through commercial insurance or a self-funding program.
- D. Each of the Parties shall insure the full replacement value of all System equipment stored on the Party's site.
- E. All insurance policies or self-insurance certificates shall be open to inspection by the other Parties and copies of the policies or certificates of self-insurance shall be submitted to a Party upon written request.

XIII. RECORDS

Subject to the provisions of Section XIV, each Party agrees that the other Parties, the State Auditor, or any of their duly authorized representatives shall, at any time during normal business hours, and as often as they may reasonably deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of governmental entities and which involve transactions relating to this Agreement.

XIV. DATA PRACTICES

The Parties shall comply with the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

XV. NONASSIGNMENT

No Party shall assign, subcontract, transfer or pledge this Agreement and/or services to be performed herein.

XVI. USE OF VOTING SYSTEM

The County shall only implement and support a single, uniform voting system throughout the County that must be used in every election conducted in the County. Each Municipality must use the ballot counters, ballot boxes and ballot marking devices provided in this Agreement for all elections conducted in the Municipality.

XVII. TERMINATION

- A. This Agreement shall terminate upon unanimous consent of the Parties as evidenced by a written resolution of the governing body of each Party or when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- B. Effect of termination. Termination shall not discharge any liability incurred by any of the Parties during the term of this Agreement including any extensions prior to the effective date of termination. Each Party shall be liable for its own acts to the extent provided by law.

XVIII. PROPERTY DISPOSITION

- A. Upon termination of this Agreement, ownership remains as stated in Article V.
- B. Upon termination, a Municipality will be given the option to make full payment for the ballot counters, ballot boxes, and ballot marking devices for which it has made partial payment. Such payment must be made within thirty (30) calendar days of the date of receipt of the notice of termination from the County.
- C. If the Parties reach consensus on the need to replace the System, the Parties will negotiate a new agreement, which shall include the disposition of the System Equipment, whether owned by the County or the Municipalities.

XIX. NOTICE

- A. All notices, reports or demands given or made by a Party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail.
- B. All notices, reports or demands shall be sent to the representative designated in writing by the Party. If none has been designated, notice to the Party's chief elected official shall be deemed adequate.

XX. ENTIRE AGREEMENT/ALTERATION

- A. It is understood and agreed that the entire agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.
- C. The parties may execute separate copies of any amendment to this Agreement and the signature pages will be part of the original.

XXI. VOTING SYSTEMS ADVISORY COMMITTEE

The County shall establish a Voting Systems Advisory Committee ("Committee") to facilitate the administration of the System. Any Party to this Agreement may request to become a member

of the Committee. Approximately eight years following final execution of this Agreement, or at such earlier time as the Parties may agree, the Committee shall begin planning for the acquisition of a successor voting system.

XXII. SEPARATE EXECUTIONS/EFFECTIVE DATE

Each of the Municipalities may sign a separate signature page and all of the signature pages taken together will constitute the original contract and will be as effective as if all of the signatures were on the same page. This Agreement shall be effective as to a Party upon execution by an authorized representative of that Party.

Wherefore, the Parties have executed this Agreement as of the last date written below.

COUNTY OF RAMSEY

By: Victoria Reinhardt
Victoria Reinhardt, Chair
Board of Commissioners

By: Jarret Guthrie
Jarret Guthrie, Acting Chief Clerk
Board of Commissioners

Date: 1/26/16

Approval Recommended:

Joseph Maurly

Approved as to form and insurance:

Jill Steffen
Assistant County Attorney

NAME OF MUNICIPALITY:

By: _____

Its: _____

By: _____

Its: _____

Date: _____

JOINT POWERS AGREEMENT FOR NEW VOTING SYSTEM

**Appendix A
System Equipment List**

1. Voting and administrative equipment - County

<u>Description</u>	<u>Price</u>
Precinct ballot counters and ballot boxes	\$ 276,028
Accessible ballot marking devices	\$ 190,625
Memory devices	\$ 10,824
Central count ballot counters for absentee voting	\$ 111,332
Ballot on demand printer	\$ 2,833
Administrative operations components	\$ 173,919
Staff training and new implementation services	\$ 56,640
Licenses and technical support	\$ 86,468
Subtotal for Equipment Costs - County	\$ 908,669

2. Voting equipment – Municipalities

Precinct ballot counters and ballot boxes for polling places	\$ 751,680
Accessible ballot marking devices for polling places	\$ 471,192
Subtotal for Equipment Costs – Cities	\$1,222,872
System Equipment Costs - Total	\$2,131,541

Appendix B Implementation Services

The County will provide, either directly or through a contracted vendor, the services shown below. The information provided below are tentative, pending the selection of a voting system.

A. Training and instructional materials

1. Training for Municipal elections officials and staff
 - a. Operation of the ballot counter
 - b. Operation of the ballot marking device
 - c. Processing and counting absentee ballots (where applicable)
2. Training for election judges
 - a. Operation of the ballot counter
 - b. Operation of the ballot marking device
3. Development of training and informational materials - printed
 - a. Ballot counter operations guide and quick start guide
 - b. Ballot marking device operations guide and quick start guide
 - c. Opening and closing the polling place
 - d. Providing instructions to voters

-
4. Development of training and informational materials for County website
 - a. Election judge training videos
 - b. Public information videos

B. Election day technical support – to be provided by voting system vendor (up to three days per election)

1. Programming and system administration operations
2. Ballot counter operations

3. Ballot marking device operations

C. Warranty services

D. Ballot layout, printing and memory device programming

1. Ballot layout – no cost to Municipalities for all elections

2. Ballot printing

a. State and county elections – no cost to Municipalities

b. Other elections – printing cost attributable to Municipal or School District offices and questions paid by Municipalities and/or School Districts

3. Memory device programming – no cost to Municipalities for all elections

Joint powers agreement for new voting system - Appendix C

City	Capital Costs			Annual Operating Costs				
	Number of precincts	% of county total	City funds needed for capital costs	80% of total City share of licensing and system operations	Number of accepted ABs 2008-2014	% of county total	20% of total City share of absentee voting costs	Total annual* operating costs 2016
Arden Hills	3	1.72%	\$ 21,084	\$ 2,000.00	2,058	2.39%	\$ 693.51	\$ 2,693.51
Falcon Heights	2	1.15%	\$ 14,056	\$ 1,333.33	895	1.04%	\$ 301.60	\$ 1,634.93
Gem Lake	1	0.57%	\$ 7,028	\$ 666.67	72	0.08%	\$ 24.26	\$ 690.93
Lauderdale	1	0.57%	\$ 7,028	\$ 666.67	275	0.32%	\$ 92.67	\$ 759.34
Little Canada	3	1.72%	\$ 21,084	\$ 2,000.00	1,912	2.22%	\$ 644.31	\$ 2,644.31
Maplewood	15	8.62%	\$ 105,420	\$ 10,000.00	6,864	7.98%	\$ 2,313.04	\$ 12,313.04
Mounds View	4	2.30%	\$ 28,112	\$ 2,666.67	1,846	2.15%	\$ 622.07	\$ 3,288.74
New Brighton	8	4.60%	\$ 56,224	\$ 5,333.33	4,445	5.17%	\$ 1,497.89	\$ 6,831.22
North Oaks	2	1.15%	\$ 14,056	\$ 1,333.33	2,086	2.42%	\$ 702.94	\$ 2,036.28
North St Paul	4	2.30%	\$ 28,112	\$ 2,666.67	1,847	2.15%	\$ 622.41	\$ 3,289.07
Roseville	10	5.75%	\$ 70,280	\$ 6,666.67	9,339	10.85%	\$ 3,147.08	\$ 9,813.74
Shoreview	7	4.02%	\$ 49,196	\$ 4,666.67	6,938	8.06%	\$ 2,337.98	\$ 7,004.65
St Anthony	3	1.72%	\$ 21,084	\$ 2,000.00	2,248	2.61%	\$ 757.54	\$ 2,757.54
St Paul	96	55.17%	\$ 674,688	\$ 64,000.00	35,206	40.91%	\$ 11,863.79	\$ 75,863.79
Vadnais Heights	4	2.30%	\$ 28,112	\$ 2,666.67	2,540	2.95%	\$ 855.93	\$ 3,522.60
White Bear Lake	7	4.02%	\$ 49,196	\$ 4,666.67	5,139	5.97%	\$ 1,731.75	\$ 6,398.42
White Bear Township	4	2.30%	\$ 28,112	\$ 2,666.67	2,348	2.73%	\$ 791.23	\$ 3,457.90
Total	174	100%	\$ 1,222,872	\$ 116,000.00	86,058	100%	\$ 29,000.00	\$ 145,000.00

Note: * 25% of annual operating costs will be apportioned to the school districts

10/19/2015

Appendix D
Project Implementation Schedule
(Dates and Activities Subject to Revision)

Jan 22	Complete Elections staff training on voting system operations
Feb 1	Begin ballot printing, marking and counting accuracy tests
Feb 16	Begin simulations of 2016 state elections and related functions
Apr 1	Complete simulations of 2016 state elections and related functions
May 17	First day to file for office for 2016 state primary and state general election
Jun 3	Complete delivery of ballot counters and ballot marking devices to Maplewood, White Bear Lake, New Brighton, Shoreview, Little Canada and Lauderdale
Jun 13	Begin training of city elections staff in Maplewood, White Bear Lake, New Brighton, Shoreview, Little Canada and Lauderdale in voting system operations
Jun 24	Begin absentee voting for 2016 state primary
Jul 11	Begin preliminary testing of ballot counters and ballot marking devices
Jul 18	Begin election judge training in voting system operations
Jul 29	Public accuracy test of voting system
Aug 6	Begin central counting of absentee ballots for state primary
Aug 9	State primary

11-25-15

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Citizen Services Director
DATE: February 17, 2016
SUBJECT: Approval of Contract with Pyrotechnic Display for July 4, 2016 Fireworks

Introduction

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

Background

Pyrotechnic Display (formerly Melrose Pyrotechnics) has worked with the city for numerous years and has done a wonderful job with their fireworks display. Attached you will find the 2016 contract for our July 4th event in the amount of \$15,000.

Budget Impact

Funds for July 4th event are included in the 2016 budget.

Recommendation

Staff recommends council approval of the contract and authorizes the City Clerk to sign and manage the same.

Attachments

1. Pyrotechnic Display, Inc. Display Contract

PYROTECHNIC DISPLAY, INC. Display Contract

For office use only
Invoice number

This contract entered into this 26th Day of January AD 2016 by and between PYROTECHNIC DISPLAY, INC. of Clear Lake, MN and City of Maplewood (Customer) of City Maplewood State Minnesota.

WITNESSETH: PYROTECHNIC DISPLAY, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 4, 2016 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within twelve (12) months of the original display date. Customer shall remit to the first party an additional 18% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of PYROTECHNIC DISPLAY, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, PYROTECHNIC DISPLAY, INC. shall be entitled to 25% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to PYROTECHNIC DISPLAY, INC. 18% of the contract price.

PYROTECHNIC DISPLAY, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. PYROTECHNIC DISPLAY, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay PYROTECHNIC DISPLAY, INC. the sum of \$15,000.00 (Fifteen thousand and 00/100 dollars) includes all taxes. A service fee of 1 1/2 % per month shall be added, if account is not paid within 30 days of the show date.

PYROTECHNIC DISPLAY, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance.

Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 420 feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any ~~agreements not stipulated in this contract.~~ Customer agrees to pay any and all collection costs, including reasonable attorneys fees and court costs incurred by PYROTECHNIC DISPLAY, INC. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

PYROTECHNIC DISPLAY, INC.
By Dale M. Nowak *DH*

Date Signed: January 26, 2016

Name Dale M. Nowak

9405 River Road SE
Clear Lake, MN 55319
(800) 507-9074 Ext. 1

CUSTOMER

By _____
Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____

Name _____
(PLEASE TYPE OR PRINT)

Address _____

Phone _____
Email _____

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Director of Public Works

DATE: February 9, 2016

SUBJECT: Approval of Joint Powers Agreement with the City of North St. Paul Defining Maintenance Responsibilities on Borderline Streets

Introduction

The City Council will consider approving the attached joint powers agreement (JPA) defining maintenance responsibilities on borderline streets between the City of Maplewood and the City of North St. Paul.

Background / Discussion

Maplewood and North St. Paul have historically maintained handshake agreements regarding the maintenance of borderline streets. Both parties decided a JPA was needed to better memorialize maintenance responsibilities.

Both cities have extensively reviewed the proposed JPA, including public works and engineering staff, along with legal counsel. The proposed JPA is consistent with current practices and will be a transparent agreement that memorializes the handshake agreements made over past years.

The City of North St. Paul council recently approved the document and it was signed on January 20, 2016 by its Mayor and City Manager. The agreement would become official upon approval of the Maplewood council and signatures of its Mayor and City Manager.

Budget Impact

There is no budget impact. As mentioned above maintenance responsibilities are not changing at this time, rather the JPA officially memorializes past practices. If at some point in the future maintenance responsibilities are proposed to change, a revised JPA would need to be written and approved by both cities.

Recommendation

Staff recommends that the City Council approve the attached Joint Powers Agreement with the City of North St. Paul Defining Maintenance Responsibilities on Borderline Streets.

Attachments

1. Joint Powers Agreement

**JOINT-POWERS AGREEMENT
CITY OF NORTH ST. PAUL / CITY OF MAPLEWOOD**

MAINTENANCE RESPONSIBILITIES ON BORDERLINE STREETS

THIS JOINT-POWERS AGREEMENT (JPA) made and entered on this ____ day of _____, 2016, by and between the City of North St. Paul, Ramsey County, Minnesota, and the City of Maplewood, Ramsey County, Minnesota.

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

WHEREAS, the following streets have generally a contiguous common boundary line of the North St. Paul and Maplewood and are known as borderline streets:

- 1) Lake Boulevard (Joy Road to NSP Boundary)
- 2) Radatz Avenue (White Bear to McKnight)
- 3) Ariel Street (County Rd C to 11th)
- 4) Ariel Street (11th to Hwy 36)
- 5) Ariel Street (County Rd B to Cope)
- 6) 11th Avenue (White Bear to Ariel)
- 7) Beam Avenue (McKnight to Bellaire)
- 8) Bellaire Avenue/Helen St. N (Beam to Lydia)
- 9) Holloway Avenue (North St. Paul Road to McKnight)
- 10) Holloway Avenue (McKnight to Century)
- 11) Sterling Street (Holloway to Ripley)
- 12) Knoll Circle (Sterling to Knoll cul-de-sac)

WHEREAS, maintenance duties on borderline streets has varied over the years based on informal agreements; and,

WHEREAS, North St. Paul and Maplewood find benefit in approving this JPA to provide a historical document and record of maintenance responsibilities along borderline streets; and,

WHEREAS, the parties wish to equalize the responsibilities to the greatest extent practicable; and,

WHEREAS, identifying the maintenance responsibilities along borderline streets through this JPA is meant to document a clear understanding of ongoing duty and obligation between North St. Paul and Maplewood.

NOW, THEREFORE, it is hereby understood by and between the parties the borderline streets will be maintained as follows:

- 1) Lake Boulevard (Joy Road to North St. Paul Boundary)

- a. North St. Paul shall provide snow plowing, street sweeping, maintenance of the drivable surface, crack sealing, and signage.
- 2) Radatz Avenue (White Bear to McKnight)
 - a. Maplewood shall provide snow plowing, street sweeping, maintenance of the drivable surface, crack sealing, and signage.
- 3) Ariel Street (County Rd C to 11th)
 - a. North St. Paul shall provide snow plowing, street sweeping, maintenance of the drivable surface, crack sealing, and signage.
- 4) Ariel Street (11th to Hwy 36)
 - a. North St. Paul shall provide snow plowing, street sweeping, maintenance of the drivable surface, crack sealing, and signage.
- 5) Ariel Street (County Rd B to Cope)
 - a. North St. Paul shall provide snow plowing, street sweeping, maintenance of the drivable surface, crack sealing, and signage.
- 6) 11th Avenue (White Bear to Ariel)
 - a. North St. Paul shall provide snow plowing and street sweeping.
- 7) Beam Avenue (McKnight to Bellaire)
 - a. Maplewood shall provide snow plowing, street sweeping, maintenance of the drivable surface, crack sealing, and signage.
- 8) Bellaire Avenue (Beam to Lydia)
 - a. North St. Paul shall provide snow plowing, street sweeping, maintenance of the drivable surface, crack sealing, and signage.
- 9) Holloway Avenue (North St. Paul Road to McKnight)
 - a. Maplewood shall provide snow plowing, street sweeping, maintenance of the drivable surface, crack sealing, and signage.
- 10) Holloway Avenue (McKnight to Century)
 - a. North St. Paul shall provide snow plowing, street sweeping, maintenance of the drivable surface, crack sealing, and signage.
- 11) Sterling Street (Holloway to Ripley)
 - a. North St. Paul shall provide snow plowing and street sweeping.
- 12) Knoll Circle (Sterling to Knoll cul-de-sac)
 - a. North St. Paul shall provide snow plowing and street sweeping.

BE IT FURTHER RESOLVED THAT:

- 1) In the event that more extensive work on borderline streets is necessary both cities shall agree on a cost share for the work to be completed per current City Ordinance language. This work could include rehabilitation, reconstruction, and other methods that are above and beyond routine maintenance activities as listed in the above section describing responsibilities for subject borderline streets.
- 2) The City of Maplewood and City of North St. Paul agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgments, charges, demands, costs, and expenses, including, but not limited to, interest involved therein and attorney's fees and costs and expenses connected therewith, arising out of or resulting from the failure of either party to satisfy the provisions of this JPA or for damages caused to other parties as a result of the manner in which the City of Maplewood or City of North St. Paul

perform or fail to perform duties imposed on each party by terms of this JPA. Under no circumstance, however, shall a party be required to pay on behalf of itself and other parties any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466. The limits of liability for one or both parties may not be added together to determine the maximum amount of liability for any party.

- 3) This JPA shall remain in full force and effect until terminated by mutual agreement of the City of Maplewood and City of North St. Paul or by an independent arbitrator in the event there is not a mutual agreement.
- 4) It is agreed that, except as specifically provided hereby, neither party, by the execution of this JPA, relinquishes any rights or powers possessed by it, and neither party is relived of any responsibility, duty or obligation imposed on it by the law or regulation.
- 5) Data Practices:
 - a. The City of Maplewood and City of North St. Paul agree to comply with the Minnesota Government Data Practices Act and all other state and federal laws relating to data privacy or confidentiality;
 - b. The City of Maplewood and City of North St. Paul will immediately report to each other any requests from third parties for information relating to this JPA.
 - c. The City of Maplewood and City of North St. Paul agree to promptly respond to each other's inquires concerning data requests.
- 6) Alternative Dispute Resolution: Any controversy or claim arising out of or relating to this JPA or breach therefore shall be settled through negotiation, mediation, or other form of ADR.
- 7) Notices: Whenever it shall be required or permitted by this JPA that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by US Mail to the addresses hereinafter set forth by certified mail. Such notice or demand shall be deemed timely given then deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows:

Public Works Director
City of Maplewood
1902 County Rd B East
Maplewood, MN 55109

Public Works Director
City of North St. Paul
2400 Margaret Street
North St. Paul, MN 55109

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

Dated

1/20/2016

CITY OF NORTH ST. PAUL

By 
Its Mayor

By 
Its City Manager

Dated

CITY OF MAPLEWOOD

By _____
Its Mayor

By _____
Its City Manager

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Steven Love, City Engineer / Deputy Public Works Director
Jon Jarosch, Civil Engineer II

DATE: February 16, 2016

SUBJECT: Approval of Resolution Accepting Assessment Roll and Ordering Assessment Hearing for March 14, 2016, Beebe Road Street Improvements, Project 13-10

Introduction

The City Council will consider accepting the assessment roll and calling for an assessment hearing for March 14, 2016.

Background / Discussion

Assessment rates are consistent with the City's assessment policies and the amount assessed must provide a benefit to the property that is equal to or greater than the assessed amount.

An appraisal firm was hired to ascertain an opinion of the special benefit received by properties within the neighborhood project area. This information was used to set the proposed special benefit assessment amounts for the project area.

There are 66 assessable parcels, which includes single family homes, townhomes, commercial/multi-family, and school properties, within the Beebe Road project area. The following is a summary of the proposed assessment rates based on the special benefit report:

- Single Family Residential = \$3,450/unit
- Townhome/Commercial/Multi-family = \$69.00/linear foot
 - Townhome/Multi-family parcel rates based on proportional share of front footage

Budget Impact

The total project cost, based on the current design plans, is estimated at \$1,449,431.32. The funding sources, as outlined in the feasibility study are still in order. Prior to the awarding of bid, staff will review the results and make a recommendation if a project budget adjustment is required. The currently approved financing plan is as follows:

ESTIMATED PROJECT COST RECOVERY		
FUNDING SOURCE	TOTAL AMOUNT	% OF TOTAL PROJECT
G.O. IMPROVEMENT BONDS	\$217,846	14%
SANITARY SEWER FUND	\$173,896	11%
ENVIRONMENTAL UTILITY FUND	\$86,790	6%
SPECIAL BENEFIT ASSESSMENT BONDS	\$302,944	20%
St. Paul W.A.C. FUND	\$7,910	0.5%
State Aid FUNDS	\$725,000	48%
St. Paul Water	\$7,910	0.5%
TOTAL FUNDING	\$1,522,296	100%

Recommendation

It is recommended that the City Council approve the attached resolution for the Beebe Road Street Improvements, City Project 13-10, Accepting Assessment Roll and Ordering Assessment Hearing.

Attachments

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

RESOLUTION
ACCEPTING ASSESSMENT ROLL AND ORDERING ASSESSMENT HEARING

WHEREAS, the Clerk and the City Engineer have, at the direction of the City Council, prepared an assessment roll for the Beebe Road Street Improvements, City Project 13-10, and the said assessment roll is on file in the office of the City Engineer.

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

1. A hearing shall be held on the 14th day of March 2016, at the city hall at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessment to be published in the official newspaper, at least two weeks prior to the hearing, and to mail notices to the owner of all property affected by said assessment.

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

Approved this 22nd day of February 2016.



Beebe Road Street Improvements
 Project Location Map
 City Project 13-10



ParcelID	TaxPayer	Street Number	Street	Units or Front Footage	Rehabilitate/Pavement Replacement Assessment Rate	Total Assessment
142922430006	Adam Kopp	1689	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430014	Beebe Apartments Llc	1701	Beebe Rd N	99.77	\$69.00	\$6,884.13
142922430015	Nathan Ebeling	1711	Beebe Rd N	99.77	\$69.00	\$6,884.13
142922430016	Oak Knoll Property Management Llc	1721	Beebe Rd N	99.77	\$69.00	\$6,884.13
142922430017	Oak Knoll Property Management Llc	1731	Beebe Rd N	99.77	\$69.00	\$6,884.13
142922430065	Mary K Fuller	1743	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430066	Edward B Kuehnel Trustee	1749	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430067	Fern O Pfaff	1757	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430068	Robert L Johnson	1763	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430069	Roger M Schlicht	1769	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430070	Suzanne M Swits	1775	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430071	Benjamin Drwall	1783	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922420002	Maple Pond Limited Partnershi	1816	Beebe Rd N	987.06	\$69.00	\$68,107.14
142922420008	Scott J Hamlett	1890	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420009	Gloria Vanruden	1892	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420010	Kenneth Lee Ebbens Trustee	1896	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420031	William Symoniak	1897	Beebe Rd N	1	\$3,318.56	\$3,318.56
142922420011	Jerroli J Hanson Trustee	1898	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420032	Mary Elizabeth Glaeser	1899	Beebe Rd N	1	\$3,318.56	\$3,318.56
142922420033	Doug Osland	1901	Beebe Rd N	1	\$3,318.56	\$3,318.56
142922420012	Jim E Anderson	1902	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420034	Leslie C Robinson	1903	Beebe Rd N	1	\$3,318.56	\$3,318.56
142922420013	Doreen A Grundhauser	1904	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922430075	Mounds Park Academy	2051	Larpenteur Ave E	1087.99	\$69.00	\$75,071.31
142922430002	Diane M Mencke	2135	Larpenteur Ave E	8	\$3,450.00	\$27,600.00
142922430021	Daniel J Brinkman	2117	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430022	Trustees Of Irrevocable Special Needs Trust Of Daniel Soria Br	2119	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430073	Doris M Klingbeil	2122	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430023	Jack C Davis	2123	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430024	Lowell J Bishop	2125	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430034	Adelheid Steinberg Trustee	2126	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430033	Louise J Dinehart	2128	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430032	Donald Sundin	2132	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430031	Patricia D Trumble	2134	Southwind Dr	1	\$1,056.49	\$1,056.49
142922440081	Robert Boyden	1724	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440080	Edward A Altermatt Trustee	1726	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440079	Jean M Woog	1730	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440078	Barbara L Wolfe	1732	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440077	Jeffrey S Pridie	1736	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440076	Diane J Arndt	1738	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440075	Roger A Mohror	1742	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440074	Karen E Schreiner	1744	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440073	Roger E Mackenroth	1748	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440072	Kathleen M Tracy	1750	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440071	George T Rivers Trustee	1754	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440070	Edward J Gooder	1756	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440069	Edward C Combe	1760	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430052	Sharon Pignato	1762	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430030	Marilyn L Blais	1766	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430029	Lawrence Brown	1768	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430025	John A Nierengarten	1771	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430028	Mary E Horak Binger	1772	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430026	Patricia J Ture Trustee	1773	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430027	Thomas Burke	1774	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430059	Marlys Jensen	2121	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430060	Mary J Driscoll	2123	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430058	Evelyn L Warn Trustee	2124	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430057	Christine A Burbach	2126	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430061	Mary A Harrison	2127	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430062	Owen Lee Johnson	2129	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430056	Carlos Nunez	2130	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430055	Susan J Kulander	2132	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430063	Paula P Dellis	2133	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430064	Joyce L Cairnes	2135	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430054	Randy Mack	2136	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430053	Peggy A Karnuth	2138	Southwind Rd	1	\$1,056.49	\$1,056.49
TOTAL:						\$302,943.81

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Steven Love, City Engineer / Deputy Public Works Director
Jon Jarosch, Civil Engineer II

DATE: February 16, 2016

SUBJECT: Approval of Resolution Accepting Assessment Roll and Ordering Assessment Hearing for March 14, 2016, Lakewood-Sterling Street Improvements, Project 15-11

Introduction

The City Council will consider accepting the assessment roll and calling for an assessment hearing for March 14, 2016.

Background / Discussion

The Lakewood/Sterling Area Street Improvements project, City Project 15-11 consists of two separate areas. The Lakewood area, which is being referred to as Area #1, consists of the streets shown on the attached Project Location Map lying north of Carver Avenue and south of Highwood Avenue. These streets are part of the City's work plan as a result of the adoption of the Gas Franchise Fee.

The Sterling Street Area, which is being referred to as Area #2, consists of that part of Sterling Street shown on the attached Project Location Map lying north of Linwood Avenue and south of London Lane. This portion of Sterling Street is scheduled for street improvements in 2016 according to the 2016-2020 Maplewood Capital Improvement Plan (CIP).

Assessment rates are consistent with the City's assessment policies and the amount assessed must provide a benefit to the property that is equal to or greater than the assessed amount.

An appraisal firm was hired to ascertain an opinion of the special benefit received by properties within the neighborhood project area. This information was used to set the proposed special benefit assessment amounts for the project area.

The following is a summary of the assessable parcels within the project area:

- Area #1
 - Assessable Parcels = 142
 - Single Family Residential Rate = \$3,450.00/unit
- Area #2
 - Assessable Parcels = 101
 - Single Family Residential Rate = \$3,450.00/unit
 - Townhome Rate = \$69.00/linear foot
 - Townhome rates based on proportional share of front footage

Budget Impact

The total project cost, based on the current design plans, is estimated at \$1,939,109.84. The total approved project budget of \$1,890,364 was established. The approved financing plan is as follows:

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

The proposed project is designed with two bid alternate options. The first bid alternate includes the full depth pavement reclamation and pavement replacement of Moreland Court lying east of Mcknight Road. The second bid alternate includes the pavement removal and replacement of Sterling Street lying north of Carver Avenue and south of Schadt Drive. These bid alternates allow the City to adjust the scope of improvements to conform to budgetary constraints while maximizing the work completed. In essence, this would allow the bids to be received and the city can choose the scope of the project based on the cost it is comfortable with in order to proceed. Prior to the awarding of bid, staff will review the results and make a recommendation if a project budget adjustment is required.

Recommendation

It is recommended that the City Council approve the attached resolution for the Lakewood-Sterling Street Improvements, City Project 15-11, Accepting Assessment Roll and Ordering Assessment Hearing.

Attachments

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

RESOLUTION
ACCEPTING ASSESSMENT ROLL AND ORDERING ASSESSMENT HEARING

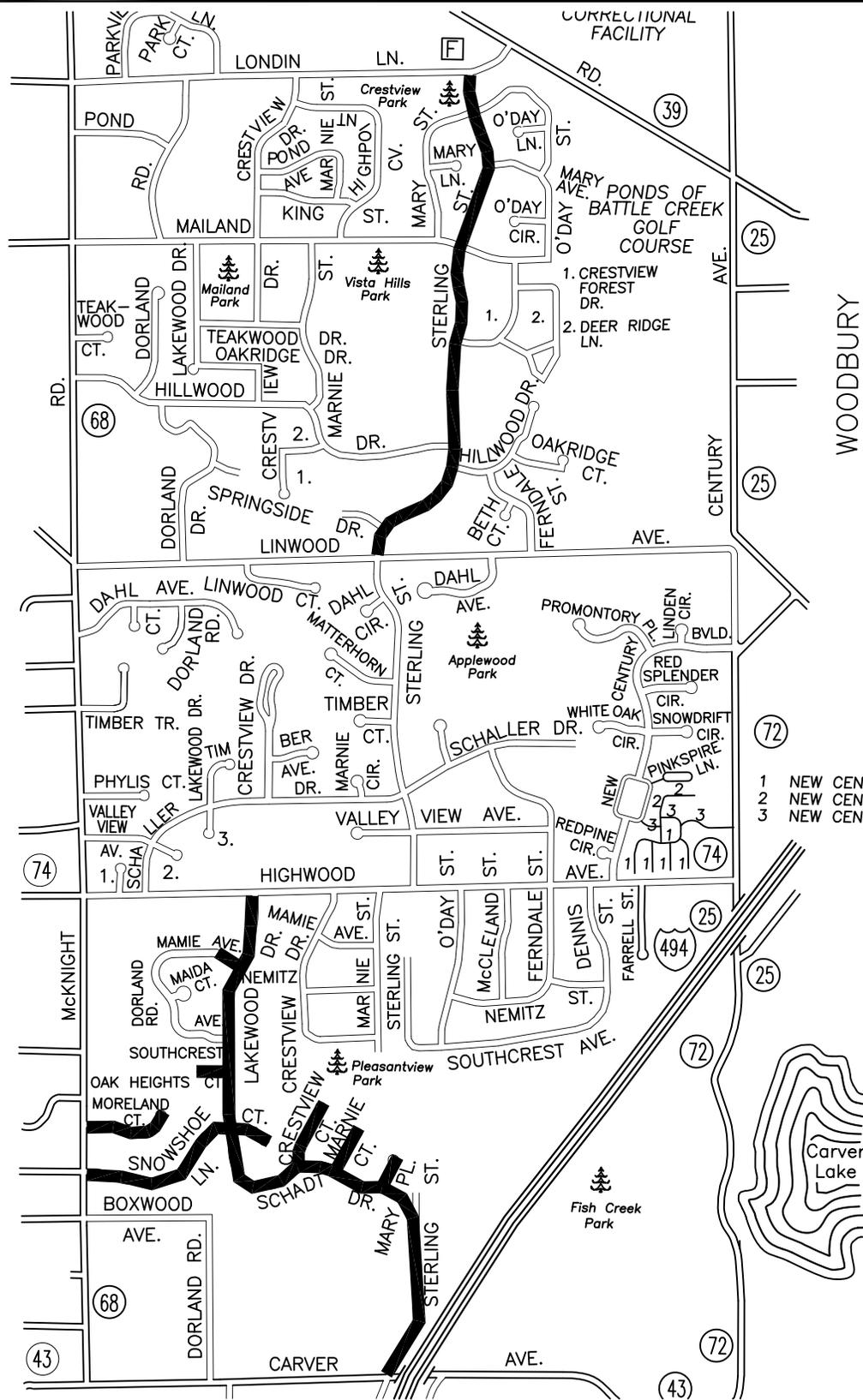
WHEREAS, the Clerk and the City Engineer have, at the direction of the City Council, prepared an assessment roll for the Lakewood-Sterling Street Improvements, City Project 15-11, and the said assessment roll is on file in the office of the City Engineer.

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

1. A hearing shall be held on the 14th day of March 2016, at the city hall at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessment to be published in the official newspaper, at least two weeks prior to the hearing, and to mail notices to the owner of all property affected by said assessment.

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

Approved this 22nd day of February 2016.



- 1. HUNTINGTON CT.
- 2. OAKRIDGE LN.

- 1. CURRIE CT.
- 2. VALLEY VIEW CT.
- 3. LAKEWOOD CT.

- 1 NEW CENTURY PL
- 2 NEW CENTURY TER
- 3 NEW CENTURY LN

PROPOSED STREET IMPROVEMENT

NO SCALE

Lakewood / Sterling Area Street Improvements

Project Location Map

City Project 15-11



ParcelID	TaxPayer	BuildingNumber	StreetNameAll	Units	Total Assessment
132822340016	Christopher Micko	1120	Crestview Ct S	1	\$3,450.00
132822340017	Thor Haugen	1130	Crestview Ct S	1	\$3,450.00
132822340015	Renee A Wolff	1131	Crestview Ct S	1	\$3,450.00
132822340018	Richard D Benson	1140	Crestview Ct S	1	\$3,450.00
132822340014	James B Mosner	1141	Crestview Ct S	1	\$3,450.00
132822340019	Thomas J Rubbelke	1150	Crestview Ct S	1	\$3,450.00
132822340013	Christopher D Nalezny	1151	Crestview Ct S	1	\$3,450.00
132822340020	Dan W Stelter	1160	Crestview Ct S	1	\$3,450.00
132822340012	Ryan C Puchreiter	1161	Crestview Ct S	1	\$3,450.00
132822340011	Margaret A Hutsell	1167	Crestview Ct S	1	\$3,450.00
132822310075	Dennis C Elvy	962	Lakewood Dr S	1	\$3,450.00
132822310076	Yer Vang	972	Lakewood Dr S	1	\$3,450.00
132822320078	Daley Properties Minnesota Llc	975	Lakewood Dr S	1	\$3,450.00
132822310077	Phuong H Phan	982	Lakewood Dr S	1	\$3,450.00
132822320042	Sulaiman Hemani	983	Lakewood Dr S	1	\$3,450.00
132822320038	Merridee R Harding	991	Lakewood Dr S	1	\$3,450.00
132822310078	Dana M Mcnamara	992	Lakewood Dr S	1	\$3,450.00
132822320039	Timothy H Boyd	1001	Lakewood Dr S	1	\$3,450.00
132822310079	John M Mcnamara	1002	Lakewood Dr S	1	\$3,450.00
132822310093	Sandra S Crouch	1012	Lakewood Dr S	1	\$3,450.00
132822310092	David A Sutton	1016	Lakewood Dr S	1	\$3,450.00
132822320031	Michael Thao	1021	Lakewood Dr S	1	\$3,450.00
132822320021	Christopher W Boline	1022	Lakewood Dr S	1	\$3,450.00
132822320032	Robert P Platzer	1031	Lakewood Dr S	1	\$3,450.00
132822320022	Paul M Patnaude	1032	Lakewood Dr S	1	\$3,450.00
132822320023	Scott R Weik	1042	Lakewood Dr S	1	\$3,450.00
132822320033	Dawn T Duerre	1043	Lakewood Dr S	1	\$3,450.00
132822320024	Susan Brennan	1052	Lakewood Dr S	1	\$3,450.00
132822320034	Robert B Matthew	1053	Lakewood Dr S	1	\$3,450.00
132822320025	Kristina M Gravem	1062	Lakewood Dr S	1	\$3,450.00
132822320035	Nicholas H Riley	1063	Lakewood Dr S	1	\$3,450.00
132822320026	Noah J Lamont	1072	Lakewood Dr S	1	\$3,450.00
132822320028	Jeffrey L Harrison	1081	Lakewood Dr S	1	\$3,450.00
132822320027	Jeffrey T Boston	1082	Lakewood Dr S	1	\$3,450.00
132822330051	Gregory P Sorenson	1092	Lakewood Dr S	1	\$3,450.00
132822330052	Frank C Gilbertson	1102	Lakewood Dr S	1	\$3,450.00
132822330053	Ernest J Laviolette	1112	Lakewood Dr S	1	\$3,450.00
132822330075	George A Andres	1113	Lakewood Dr S	1	\$3,450.00
132822330054	Debra Mauer	1122	Lakewood Dr S	1	\$3,450.00
132822330076	Kolar Trustee, James C	1123	Lakewood Dr S	1	\$3,450.00
132822330055	Levi T Kinsey	1132	Lakewood Dr S	1	\$3,450.00
132822330077	Steven C Anderson	1133	Lakewood Dr S	1	\$3,450.00
132822330056	Paula M Aherns	1142	Lakewood Dr S	1	\$3,450.00
132822330061	Martin W Coughlin	1151	Lakewood Dr S	1	\$3,450.00
132822330057	Martha J Arko	1152	Lakewood Dr S	1	\$3,450.00
132822330062	Amanda Tottingham	1161	Lakewood Dr S	1	\$3,450.00
132822330058	Mariann L Amundson	1162	Lakewood Dr S	1	\$3,450.00
132822330063	Jill M Grosz	1169	Lakewood Dr S	1	\$3,450.00
132822330059	Leslie Johnson	1172	Lakewood Dr S	1	\$3,450.00
132822330064	Matthew L Ledvina	1173	Lakewood Dr S	1	\$3,450.00
132822330065	Marlene F Ziemski	1179	Lakewood Dr S	1	\$3,450.00
132822330066	Dezhi & Liao	1185	Lakewood Dr S	1	\$3,450.00

132822320030	Paul C Madson	2360	Mamie Ave E	1	\$3,450.00
132822340024	Gary R Smith	1129	Marnie Ct S	1	\$3,450.00
132822340025	Bruce T Thompson	1132	Marnie Ct S	1	\$3,450.00
132822340026	Guy A Vogt	1138	Marnie Ct S	1	\$3,450.00
132822340023	William Thomas Shaffer	1139	Marnie Ct S	1	\$3,450.00
132822340027	Monir Am Amro	1142	Marnie Ct S	1	\$3,450.00
132822340022	S Prabhakara Rao Trustee	1149	Marnie Ct S	1	\$3,450.00
132822340028	Faizullah Khan	1152	Marnie Ct S	1	\$3,450.00
132822340021	Scott T Reddy	1159	Marnie Ct S	1	\$3,450.00
132822340029	Scott K Richards	1162	Marnie Ct S	1	\$3,450.00
132822340033	Charles L Garr	1127	Mary Pl S	1	\$3,450.00
132822340034	Barbara J Berthiaume	1128	Mary Pl S	1	\$3,450.00
132822340032	Malcolm D Olatunde	1137	Mary Pl S	1	\$3,450.00
132822340035	Myles P Conway	1138	Mary Pl S	1	\$3,450.00
132822340031	Richard F Theissen	1147	Mary Pl S	1	\$3,450.00
132822340036	Samuel M Bjellos	1148	Mary Pl S	1	\$3,450.00
132822340030	Peter M Glass	1157	Mary Pl S	1	\$3,450.00
132822340037	Paul J Kennedy	1164	Mary Pl S	1	\$3,450.00
132822330021	Byron M Meyer Trustee	2260	Moreland Ct E	1	\$3,450.00
132822330006	Kevin W Meeder	2261	Moreland Ct E	1	\$3,450.00
132822330020	Hung N Nguyen	2268	Moreland Ct E	1	\$3,450.00
132822330007	Steven M Weber	2269	Moreland Ct E	1	\$3,450.00
132822330019	Gary R Schwartz	2276	Moreland Ct E	1	\$3,450.00
132822330008	Terry M Engfer	2277	Moreland Ct E	1	\$3,450.00
132822330018	Edward P Fitzgerald	2284	Moreland Ct E	1	\$3,450.00
132822330009	Athula I Abeyratne	2285	Moreland Ct E	1	\$3,450.00
132822330017	Thomas D Peterson	2292	Moreland Ct E	1	\$3,450.00
132822330010	Gail Mullaney	2299	Moreland Ct E	1	\$3,450.00
132822330016	Michael R Ohlhauser	2300	Moreland Ct E	1	\$3,450.00
132822330015	John T Kisch	2308	Moreland Ct E	1	\$3,450.00
132822330011	Mitchell D Maristuen	2309	Moreland Ct E	1	\$3,450.00
132822330014	Mark E Schwartz	2316	Moreland Ct E	1	\$3,450.00
132822330012	James L Zawacki	2319	Moreland Ct E	1	\$3,450.00
132822330013	Bradley Jacob Meade	2324	Moreland Ct E	1	\$3,450.00
132822330072	Roxanne K Schallinger	2328	Oak Heights Ct E	1	\$3,450.00
132822330071	Bruce B Cunningham	2329	Oak Heights Ct E	1	\$3,450.00
132822330073	Sheng Yang	2334	Oak Heights Ct E	1	\$3,450.00
132822330070	Matthew G Minder	2339	Oak Heights Ct E	1	\$3,450.00
132822330074	Fifth Third Mortgage Company	2342	Oak Heights Ct E	1	\$3,450.00
132822330069	Thomas E Valen	2345	Oak Heights Ct E	1	\$3,450.00
132822340008	Carol B Jaskulka	2381	Schadt Dr E	1	\$3,450.00
132822340038	Satoru Sudoh	2382	Schadt Dr E	1	\$3,450.00
132822340009	Donald J Seigler	2389	Schadt Dr E	1	\$3,450.00
132822340039	Steven L Bonfig	2390	Schadt Dr E	1	\$3,450.00
132822340010	Brian A Saben	2397	Schadt Dr E	1	\$3,450.00
132822340040	Louis C Hoffman	2398	Schadt Dr E	1	\$3,450.00
132822340041	Arnold R Kaiser	2406	Schadt Dr E	1	\$3,450.00
132822340042	Steven E Gravem	2414	Schadt Dr E	1	\$3,450.00
132822340043	Terry A Sands	2422	Schadt Dr E	1	\$3,450.00
132822340044	Robert Pien	2430	Schadt Dr E	1	\$3,450.00
132822340045	Randall G Koza	2438	Schadt Dr E	1	\$3,450.00
132822340046	James V Schaefer	2446	Schadt Dr E	1	\$3,450.00
132822340047	Biljana Nedich	2454	Schadt Dr E	1	\$3,450.00
132822340048	Sophy Lim	2462	Schadt Dr E	1	\$3,450.00
132822340049	Nicholas Jalonack	2470	Schadt Dr E	1	\$3,450.00

Lakewood-Sterling Area Street Improvements, City Project 15-11
 Area 1 - Pending Assessment Roll

G11, Attachment 3

132822340050	Anna Song Yang	2478	Schadt Dr E	1	\$3,450.00
132822340003	Rhoda P Erhardt	2379	Snowshoe Ct E	1	\$3,450.00
132822340007	Justin Hammiller	2380	Snowshoe Ct E	1	\$3,450.00
132822340004	Louise C Berg Trustee	2387	Snowshoe Ct E	1	\$3,450.00
132822340006	Daniel R Brady	2388	Snowshoe Ct E	1	\$3,450.00
132822340005	Diane L Koenig	2396	Snowshoe Ct E	1	\$3,450.00
132822330031	Polly M Smith	2262	Snowshoe Ln E	1	\$3,450.00
132822330022	Gillespie, Schuyler	2263	Snowshoe Ln E	1	\$3,450.00
132822330032	Todd & Harmening	2270	Snowshoe Ln E	1	\$3,450.00
132822330023	Travale Haynes	2271	Snowshoe Ln E	1	\$3,450.00
132822330033	Mark Strand	2278	Snowshoe Ln E	1	\$3,450.00
132822330024	Robert D Crew	2279	Snowshoe Ln E	1	\$3,450.00
132822330034	Michael J Plasch	2286	Snowshoe Ln E	1	\$3,450.00
132822330025	Timothy A Bowlin	2287	Snowshoe Ln E	1	\$3,450.00
132822330035	Chris D Holmgren	2292	Snowshoe Ln E	1	\$3,450.00
132822330026	Bradley C Greiman	2293	Snowshoe Ln E	1	\$3,450.00
132822330036	Michael J Webster	2298	Snowshoe Ln E	1	\$3,450.00
132822330027	John S Hanks	2299	Snowshoe Ln E	1	\$3,450.00
132822330037	Jeffrey J Harper	2304	Snowshoe Ln E	1	\$3,450.00
132822330028	Christopher Given	2305	Snowshoe Ln E	1	\$3,450.00
132822330038	Steven A Stmartin	2310	Snowshoe Ln E	1	\$3,450.00
132822330029	Richard J Carlson	2311	Snowshoe Ln E	1	\$3,450.00
132822330039	James F Long	2316	Snowshoe Ln E	1	\$3,450.00
132822330030	Gerald F Pillar	2317	Snowshoe Ln E	1	\$3,450.00
132822330040	Steven Fischer	2322	Snowshoe Ln E	1	\$3,450.00
132822330081	Arthur H Thyen	2323	Snowshoe Ln E	1	\$3,450.00
132822330041	Daniel Cashman	2328	Snowshoe Ln E	1	\$3,450.00
132822330080	Comfort, Nola Gail	2329	Snowshoe Ln E	1	\$3,450.00
132822330060	Ryan L Crowley	2334	Snowshoe Ln E	1	\$3,450.00
132822330079	Kenneth J Bearth	2335	Snowshoe Ln E	1	\$3,450.00
132822330078	Ryan R Walton	2341	Snowshoe Ln E	1	\$3,450.00
*132822430022	St Paul Education Foundation	1210	Sterling St S	325	\$22,425.00
132822430015	Patrick J Lyons	1230	Sterling St S	1	\$3,450.00
242822120006	Patricia J Paczkowski	1240	Sterling St S	4	\$13,800.00
242822210012	Beverly J Stielow	1285	Sterling St S	2	\$6,900.00

Total Assessment Amount: \$522,675.00

ParcelID	TaxPayer	BuildingNumber	StreetNameAll	Units	Rehabilitate/Pavement Replacement Assessment	Total Assessment
122822340057	Michael G Anderson	2466	Springside Dr E	1	\$3,450.00	\$3,450.00
122822130001	Anthony J Omelian	362	Sterling St S	1	\$3,450.00	\$3,450.00
122822130002	Bac Home Loans Servicing Lp	368	Sterling St S	1	\$3,450.00	\$3,450.00
122822130029	Rosalyn L Johnson	386	Sterling St S	1	\$3,450.00	\$3,450.00
122822130058	Gamble, Clauzel	387	Sterling St S	1	\$3,450.00	\$3,450.00
122822130028	Sean Vang	398	Sterling St S	1	\$3,450.00	\$3,450.00
122822130059	Keith A Piotrowski	399	Sterling St S	1	\$3,450.00	\$3,450.00
122822130060	Gordon O Fritsche	411	Sterling St S	1	\$3,450.00	\$3,450.00
122822130061	William E Hydukovich	423	Sterling St S	1	\$3,450.00	\$3,450.00
122822130039	Michael Sans Crainte	424	Sterling St S	1	\$3,450.00	\$3,450.00
122822130062	Joseph P Incorvaja	431	Sterling St S	1	\$3,450.00	\$3,450.00
122822130046	Donald R Duff	432	Sterling St S	1	\$3,450.00	\$3,450.00
122822130047	Gwen Plaster	442	Sterling St S	1	\$3,450.00	\$3,450.00
122822130063	Roberto P Cocchiarella	443	Sterling St S	1	\$3,450.00	\$3,450.00
122822130064	Ka Ying Moua	449	Sterling St S	1	\$3,450.00	\$3,450.00
122822130048	Stanley A Swenson	450	Sterling St S	1	\$3,450.00	\$3,450.00
122822130050	Jon A Melander	458	Sterling St S	1	\$3,450.00	\$3,450.00
122822130065	Debra Tallarico	459	Sterling St S	1	\$3,450.00	\$3,450.00
122822130051	Stephen E Krampe	466	Sterling St S	1	\$3,450.00	\$3,450.00
122822130066	Lori J Tauer	467	Sterling St S	1	\$3,450.00	\$3,450.00
122822130067	Jeremy E Ballard	477	Sterling St S	1	\$3,450.00	\$3,450.00
122822420183	Judith D Dahl	480	Sterling St S	1	\$2,255.69	\$2,255.69
122822420044	William Colby Newton	481	Sterling St S	1	\$2,255.69	\$2,255.69
122822420182	Renee J Tait	482	Sterling St S	1	\$2,255.69	\$2,255.69
122822420043	Kimberly D Osland	483	Sterling St S	1	\$2,255.69	\$2,255.69
122822420181	Sharon L Briggs	484	Sterling St S	1	\$2,255.69	\$2,255.69
122822420042	Kenneth L Scheel	485	Sterling St S	1	\$2,255.69	\$2,255.69
122822420180	Margaret J Burney	486	Sterling St S	1	\$2,255.69	\$2,255.69
122822420041	Mark J Paulson	487	Sterling St S	1	\$2,255.69	\$2,255.69
122822420040	Jacquelyn D Bush	489	Sterling St S	1	\$2,255.69	\$2,255.69
122822420039	Jeannette A Erickson	491	Sterling St S	1	\$2,255.69	\$2,255.69
122822420038	Julie A Arends	493	Sterling St S	1	\$2,255.69	\$2,255.69
122822420037	Rodney Rowe	495	Sterling St S	1	\$2,255.69	\$2,255.69
122822420029	Susan M Greenlee	501	Sterling St S	1	\$2,255.69	\$2,255.69
122822420030	Jennifer R Miller	503	Sterling St S	1	\$2,255.69	\$2,255.69
122822420031	Maria B Ortiz Maya	505	Sterling St S	1	\$2,255.69	\$2,255.69
122822420032	Shelley A Bratholdt	507	Sterling St S	1	\$2,255.69	\$2,255.69
122822420033	Glen E Oppenheimer	509	Sterling St S	1	\$2,255.69	\$2,255.69
122822420179	Donald W Treichel	510	Sterling St S	1	\$2,255.69	\$2,255.69
122822420034	Barbara E Schaber	511	Sterling St S	1	\$2,255.69	\$2,255.69
122822420035	Alfons Roskowinski	513	Sterling St S	1	\$2,255.69	\$2,255.69
122822420036	Shirley A Bahneman	515	Sterling St S	1	\$2,255.69	\$2,255.69
122822420178	Barbara J Hall	516	Sterling St S	1	\$2,255.69	\$2,255.69
122822420028	Terry A Richards	521	Sterling St S	1	\$2,255.69	\$2,255.69
122822420027	Jeff J Black	523	Sterling St S	1	\$2,255.69	\$2,255.69
122822420026	Lucia F Pierson Trustee	525	Sterling St S	1	\$2,255.69	\$2,255.69
122822420025	Bonita J Prokosch	527	Sterling St S	1	\$2,255.69	\$2,255.69
122822420024	Rose M Huber	529	Sterling St S	1	\$2,255.69	\$2,255.69
122822420174	Candice Lee	530	Sterling St S	1	\$2,255.69	\$2,255.69
122822420023	Miriam Schliesing	531	Sterling St S	1	\$2,255.69	\$2,255.69
122822420175	Karen Schultz	532	Sterling St S	1	\$2,255.69	\$2,255.69
122822420022	Richard J Chlebeck	533	Sterling St S	1	\$2,255.69	\$2,255.69
122822420176	Renee C Plath Trustee	534	Sterling St S	1	\$2,255.69	\$2,255.69
122822420021	Floyd Arthur Oursler	535	Sterling St S	1	\$2,255.69	\$2,255.69
122822420177	Betty C Rodengen	536	Sterling St S	1	\$2,255.69	\$2,255.69
122822420013	Miland H Meek Trustee	541	Sterling St S	1	\$2,255.69	\$2,255.69
122822420014	Edward Ruiz	543	Sterling St S	1	\$2,255.69	\$2,255.69
122822420015	Matthew Mills	545	Sterling St S	1	\$2,255.69	\$2,255.69

122822420016	Assaad M Haddad	547	Sterling St S	1	\$2,255.69	\$2,255.69
122822420017	Jessica Lynn Pearson	549	Sterling St S	1	\$2,255.69	\$2,255.69
122822420018	Diane Mccarty	551	Sterling St S	1	\$2,255.69	\$2,255.69
122822420019	Philip N Lambert	553	Sterling St S	1	\$2,255.69	\$2,255.69
122822420020	Sandra L Hupp	555	Sterling St S	1	\$2,255.69	\$2,255.69
122822420060	George Albert Haun	563	Sterling St S	1	\$2,255.69	\$2,255.69
122822420059	Robert E Channer	565	Sterling St S	1	\$2,255.69	\$2,255.69
122822420058	Diane K Williams	567	Sterling St S	1	\$2,255.69	\$2,255.69
122822420057	James T Wakefield	569	Sterling St S	1	\$2,255.69	\$2,255.69
122822420056	June L House	573	Sterling St S	1	\$2,255.69	\$2,255.69
122822420055	Donald S Detmar	575	Sterling St S	1	\$2,255.69	\$2,255.69
122822420054	Kevin Svenby	577	Sterling St S	1	\$2,255.69	\$2,255.69
122822420053	Alice Marie Simpson	579	Sterling St S	1	\$2,255.69	\$2,255.69
122822420052	Gerald G Guertin Trustee	583	Sterling St S	1	\$2,255.69	\$2,255.69
122822420051	Donna M Chapp Trustee	585	Sterling St S	1	\$2,255.69	\$2,255.69
122822420050	Olivia K Moris	587	Sterling St S	1	\$2,255.69	\$2,255.69
122822420049	Towle, Daniel A	589	Sterling St S	1	\$2,255.69	\$2,255.69
122822420048	Dina R Morelli	593	Sterling St S	1	\$2,255.69	\$2,255.69
122822420047	Tracy R Woodward	595	Sterling St S	1	\$2,255.69	\$2,255.69
122822420046	Candace Kane	597	Sterling St S	1	\$2,255.69	\$2,255.69
122822420045	Mary Ann Bares	599	Sterling St S	1	\$2,255.69	\$2,255.69
**	Crestview Forest Clubhouse	0	Sterling St S	1	\$36,744.57	\$36,744.57
122822430007	Roger W Butenhoff	601	Sterling St S	1	\$3,450.00	\$3,450.00
122822430013	Dale L Koziol	602	Sterling St S	1	\$3,450.00	\$3,450.00
122822430014	Joseph F Knight	606	Sterling St S	1	\$3,450.00	\$3,450.00
122822430008	Linda Y Her	607	Sterling St S	1	\$3,450.00	\$3,450.00
122822430015	Keith R Cardinal	610	Sterling St S	1	\$3,450.00	\$3,450.00
122822430009	Gary A Klonc	613	Sterling St S	1	\$3,450.00	\$3,450.00
122822430010	Thomas S Baecker	619	Sterling St S	1	\$3,450.00	\$3,450.00
122822430016	Joan C Niedfeldt	620	Sterling St S	1	\$3,450.00	\$3,450.00
122822430011	Bill J Darst	625	Sterling St S	1	\$3,450.00	\$3,450.00
122822430017	C N Buzicky	626	Sterling St S	1	\$3,450.00	\$3,450.00
122822430018	Russell J Vanderwiel	632	Sterling St S	1	\$3,450.00	\$3,450.00
122822430019	Kim M Atkinson	656	Sterling St S	1	\$3,450.00	\$3,450.00
122822430021	Joshua S Whiting	672	Sterling St S	1	\$3,450.00	\$3,450.00
122822340065	Steven A Koemptgen	681	Sterling St S	1	\$3,450.00	\$3,450.00
122822430022	Cary H Mielke	682	Sterling St S	1	\$3,450.00	\$3,450.00
122822340064	Kim M Swift	691	Sterling St S	1	\$3,450.00	\$3,450.00
122822340068	Michael F Thompson	692	Sterling St S	1	\$3,450.00	\$3,450.00
122822340063	Carl A Archer	701	Sterling St S	1	\$3,450.00	\$3,450.00
122822340067	Naimul Karim	702	Sterling St S	1	\$3,450.00	\$3,450.00
122822340062	Scott A Bestland	705	Sterling St S	1	\$3,450.00	\$3,450.00
122822340066	Robert J Julich	712	Sterling St S	1	\$3,450.00	\$3,450.00

Total Assessment Amount: \$312,474.78

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Public Works Director
Virginia Gaynor, Natural Resources Coordinator

DATE: February 22, 2016

SUBJECT: Acceptance of Proposal and Approve Authorization to Contract with S&S Tree and Horticultural Specialists, Inc. as the City's Contract Forester

Introduction

The City Council will consider acceptance of proposal and approve authorization to enter into a contract with S&S Tree and Horticultural Specialists, Inc. for citywide diseased tree inspections and professional support on tree issues.

Background / Discussion

The Contract City Forester (Forester) inspects public and private properties for epidemic tree diseases or pests including Dutch Elm disease, Oak Wilt, and Emerald Ash Borer. In addition, the Forester provides expertise and support to city staff on any tree issues that may arise.

Maplewood has received four proposals in response to the request for quotes for tree inspection and forestry services in 2016 as follows:

- \$7,992 S&S Tree and Horticultural Services, Inc. (Proposal attached)
- \$8,685 Rainbow Treecare
- \$9,771 Precision Landscape and Tree
- \$12,455 TreeBiz

S&S Tree was the City's contracted forester in 2014 and 2015. The staff at S&S Tree is very knowledgeable with Maplewood and has provided excellent service to the City in the recent past. As shown above S&S Tree was also provided a proposal at the most competitive price.

It is beneficial to have continuity in our contracted Forester as it saves both staff time and consultant (Forester) time since a historical knowledge and familiarity with Maplewood specific issues exists. For this reason the proposed contract includes a clause to allow extensions as long as performance standards are met and pricing remains fairly consistent. The final contract will be almost a mirror of the most recent contract with S&S Tree with this exception for the year to year contract renewal clause. The City Attorney will prepare the final contract in coordination with the city Natural Resources Coordinator.

Budget Impact

There is already an approved allocation in the 2016 Forestry division budget within Public Works. No adjustments are requested.

Recommendation

It is recommended that the City Council consider acceptance of proposal and approve authorization to enter into a contract with S&S Tree and Horticultural Specialists, Inc. as the City's Contract Forester. It is further recommended that the council authorize the Mayor and City Manager to sign a contract with S&S Tree and Horticultural Specialists, Inc. upon finalization by the City Attorney (in coordination with the city Natural Resources Coordinator) and that said contract include a clause to allow for extensions.

Attachment

1. Proposal from S&S Tree and Horticultural Specialists



Consulting Proposal: City of Maplewood-Tree Inspection

Proposal and Recommendations

February 8, 2016

Prepared For:

Virginia Gaynor, Natural Resources Coordinator
City of Maplewood
1902 East County Road B
Maplewood, MN 55109
651-249-2416
Virginia.gaynor@maplewoodmn.gov

Prepared by:

S&S Tree and Horticultural Specialists, Inc.
Consulting Services Division
A Davey Company
405 Hardman Avenue
South St. Paul, MN 55075
www.sstree.com | 651.451.8907

Consultant: Gail Nozal
Email: gnozal@sstree.com
Phone: Office-651-451-8907, Cell- 651-442-7153

Summary of Qualifications

We are pleased to offer you this summary of qualifications for your review. We hope it is helpful to you in making an educated decision for your consulting needs. The information presented here is designed to give you a better understanding of S&S Tree and Horticultural Specialists and our parent company, The Davey Tree Experts; who we are, what we do, and why you should choose us for your consulting needs.

Our Mission

Our mission is to provide the very consulting and service to all of our customers. We dedicate ourselves to exceeding customer expectations and providing the highest quality customer service measurable by customer retention and referral.

Personnel – Our People Make the Difference

Employee training and development are among our highest priorities. This assures that our customers receive the most competent and professional services available.

The Davey Institute, a cutting-edge research facility, located at our corporate headquarters in Kent, Ohio, conducts in-house training for field personnel. This training is directed by our staff of technical specialists, who are experts with post graduate degrees in their respective scientific fields. In addition, comprehensive on-the-job training programs are used to ensure that our employees are skilled at applying the latest horticultural and arboricultural techniques. Several of our local MN employees have successfully completed the program at the Davey Institute.

Resumes of the people who will provide consulting services are attached to the proposal.

Our Local Staff

- 5 Consulting Staff (see attached resumes)
- 20 ISA Certified Arborists
- 75 production employees: general property maintenance, tree climbers, landscape construction technicians, plant and lawn care technicians

Our Local and National Specialists

- Gail Nozal, Assistant District Manager, S&S Tree and Horticultural Specialists. Gail holds a Master's degree in Urban Forestry from the University of Minnesota.
- Jacob Ryg, Manager & Foreman, S&S Tree and Horticultural Specialists. Jacob has extensive project manager experience with government projects and holds his ISA Board Certified Master Arborist credential.
- Jim Zwack, Director of Technical Services, Davey Resource Group. He holds a Master's degree in Plath Physiology from Iowa State University.
- RJ Laverne, Manager of Education and Training, Davey Resource Group. He holds a Master's degree in Remote Sensing and is currently pursuing his doctorate in Urban Planning, Cleveland State University.
- Bal Raul, Manager of Research and Technical Development. He holds a doctorate in Plant Pathology from Ohio State University.
- Greg Ina, Vice President and General Manager, Davey Resource Group. Greg holds a Master's degree in Geographic Information Systems, Kent State University.
- Scott Maco, Manager of Ecosystem Services, Davey Resource Group. Scott has a Master's degree in Horticulture and Agronomy, University of California at Davis.

Technical Support – We Set the Industry Standard

Our field and consulting personnel are supported by The Davey Institute. The technical specialists who staff our cutting-edge research and development facility are experts in their respective horticultural disciplines.

The Davey Institute has extensive laboratory and classroom facilities. Institute experts provide technical support and training for our field operations throughout the U.S. and Canada. If an unusual technical problem arises, this group of highly trained specialists will find the solution.

In addition to providing our field operations with training and technical support, the Institute staff conducts applied horticultural research studies. Our scientists and technical advisors are nationally known for their research and contributions to the green industry.

Safety – A Core Value

Safety is of utmost concern. For every manager, foreman and technician in the field, ongoing safety training takes place regularly. This helps ensure our employees' safety as well as the people and properties we serve.

We are committed to safe and responsible operations, as evidenced by the fact that we implemented the landscape industry's first pre-employment drug and alcohol testing programs.

Our goal is to provide a safe and efficient work environment so that the services you need are completed on time and you are fully satisfied with the results.

All local, state, and federal programs (e.g.: OSHA, HazCom, ANSI standards, EPA, etc.) are adhered to as required by law.

Emergency Response

Davey's branch network provides the ability to respond to catastrophic events. With more than 100 branch offices located throughout the United States and Canada employing more than 7,000 employees, Davey has the resources to provide its client's unmatched response in times of emergency need.

From ice storms to hurricanes Davey is able to pull resources from unaffected regions of the country and offer the additional support required to service our affected clients.

Equipment – Being Prepared is Our Motto

All of our equipment is purchased and standardized through our corporate equipment department. This ensures that our field operations have the most efficient and up-to-date equipment available to get the job done. Rigorous safety and maintenance inspections are performed on an established schedule. In addition, our operators carry a commercial drivers' license as required by Federal D.O.T. laws. You can rest assured that the equipment we use is appropriate for the job at hand.

We currently have the following equipment:

- *3 Sub Meter Trimble Data Collectors*
- *14 pickup trucks*
- *11 super duties*
- *7 aerial buckets*
- *9 chip trucks*
- *11 chippers*
- *5 log loaders*
- *6 dump trucks*
- *3 salting trucks*
- *3 front end loaders*
- *3 skid steers*
- *14 plant health and lawn care trucks*

Insurance – For Your Protection.

All of our operations are covered by Worker's Compensations, General Liability, and Auto and Vehicle Liability coverage. Insurance certificates are gladly provided.

Additional References

We are proud of the long-standing relationships we've built with so many loyal customers and would be happy to provide reference contacts. (See local detailed municipal references further in document)

City of North Oaks
Cottage Grove, MN

University of St. Thomas
St. Paul, MN

Arlington National Cemetery
Arlington, VA

Lockheed Martin Corporation
Gaithersburg, MD

Fairleigh Dickinson University
Madison, NJ

Peterson Air Force Base
Colorado Springs, CO

Hewlett-Packard
Multiple Locations

Smithsonian Institute
Washington, DC

Federal Reserve System
Washington, DC

Glimcher Development Corp.
Columbus, OH

CB Richard Ellis
Multiple Locations

World Golf Village
Davidson Development
Jacksonville, FL

Professional Affiliations

- ANLA: The American Nursery & Landscape Association
- APPA: The Association of Higher Education Facility Officers
- BOMA: Building Owners and Managers Association
- GCSAA: Golf Course Superintendents Association of America
- ISA: International Society of Arboriculture
- PGMS: Professional Grounds Management Society
- PLANET: Professional Landcare Network
- TCIA: Tree Care Industry Association
- MNLA: Minnesota Nursery & Landscape Association
- Plus many state and local chapters

Proposal

Tree Inspection Contract

Background-S&S Tree and Horticultural Specialists has been in the tree care, landscape, consulting and wood waste recycling business for over 30 years. In 2012, S&S joined the Ohio-based Davey Tree Expert Company. This new relationship allows us to merge with a company that shares our core values and commitment to client satisfaction. You'll continue to receive the same expert knowledge and care from us, as well as the high level of client satisfaction and personal services you've come to expect. S&S Tree and Horticultural Specialists proudly offer the best tree and lawn care in the Twin Cities, St. Paul, and Minneapolis communities. With a continued commitment to ongoing education, training, safety, and a passion for customer satisfaction, we hope you will allow us the opportunity to show you what it means to be part of the S&S family of customers. Our top priority has always been doing the best possible job to serve the customer. We stress this obligation to all our employees and commit to their training to better serve every customer. Doing the best possible job and satisfying our customers is our number one goal. Being recognized for these efforts reassures us that we are moving in the right direction.

Inspection-As a contractor for the City of Maplewood we will listen and follow city staff direction to conduct windshield surveys and on the ground inspections of oak, elm and ash (while out inspecting oak and elm) trees within the city limits. Our consulting staff will conduct these inspections for the city in accordance with applicable Minnesota statutes and City Ordinance Chapter 38. We will prioritize inspections based on disease and/or insect life cycles. Residential and city park sites with a history of oak wilt will be given priority. Inspections for Dutch elm disease generally begins in late to early May and continues until early fall. The inspector will take one pass via windshield survey through the city early in the season looking for flagging elm trees. Trees will be marked as disease is confirmed. Inspections will continue while the inspector begins reviewing past oak wilt sites and does visual inspections for new sites beginning in mid to late June. Inspectors will continue looking for oak wilt until early fall. While the inspector is in the field they will continue to look at ash trees as well for declining ash that are exhibiting signs of being infested by the emerald ash borer.

All of our tree inspectors are trained to knock on property owners doors prior to an inspection. Inspectors will be prepared not only to mark diseased trees on site but also take the time to talk with property owners about the disease or insect issues affecting the trees on their site. The inspectors will be professional while providing inspection and education on site as well as keeping an efficient inspection schedule.

Inspectors will collect data on diseased trees and mark them if diseased. The inspector will keep an accurate spreadsheet and maps for every site with diseased trees and this information will be available at any time to city natural resources staff. Our forester will regularly update staff on the progress of the inspections. Laboratory samples will be taken by inspectors or the forester and submitted to the University of Minnesota Plant Disease Clinic to confirm diagnosis if needed.

Urban Forestry Expertise-Our wide range of consulting services are always at your disposal. In addition to our long history of tree disease programs we also provide expert service in tree inventory, appraisals, insect and disease diagnostics, oak wilt management, management plans, EAB planning, and public education just to name a few. Our Forester and manager are available for meetings and general oversight and reporting to the city throughout the contract. Our consultants have experience with other communities and can provide a variety of resources to assist the city in continuing to build the tree inspection program and quality of the program. In addition to our consultant resumes it is important to note that we do have two staff that carry the ISA Tree Risk Assessment Qualification and are able to conduct site visits to evaluate potential hazard trees and report to city staff regarding these evaluations.

Oak Wilt Management-Our inspector and forestry staff have extensive experience over the last 32 years managing neighborhood inspections in a systematic manner. We will also work with residents to educate them about the disease and the control methods. This may include meeting on site with groups of residents or conducting neighborhood meetings if needed.

Public Education-Our consulting staff will work under the direction from city staff to conduct a minimum of one public program on tree disease topics related to oak wilt, Dutch elm disease or emerald ash borer control. The program will be informational and use a number of educational delivery methods including visual resources, hands on experience and handouts that can be taken home by residents.

Experience in Maplewood-S&S has over 4 years (not consecutive) of contracted tree inspecting experience in the City of Maplewood including a separate contract to complete an ash street tree inventory. This extensive experience in Maplewood gives us an edge in efficiency knowing the layout and key areas where oak wilt existing in the community.

References

Contracted City-City of North Oaks

Contact- Mike Robertson
100 Village Center Drive, Suite 203
North Oaks, MN 55127
Phone: 651-792-7750
Fax: 651-484-2712

Description- Contracted city forester and diseased tree inspection services for Dutch elm disease and oak wilt. In addition to conducting diseased tree inspections the forester also enforces the tree preservation ordinance, wetland ordinance, attends city council meetings as requested, answers residents natural resource related questions and acts as an advisor to the Natural Resources Commission.

Contracted City – City of Edina

Contact – Tom Horwath, City Forester
4801 W 50th Street
Edina, MN 55424
952-826-0308

Description – Contractor for city tree inspection for oak wilt on private and public properties. Inspections include reviewing past sites with oak wilt and inspecting for potential new sites during the summer.

Contracted City – City of Burnsville

Contact – Dave Grommesch, City Forester
3715 Frontier Ct.
Burnsville, MN 55337
952-895-4508

Description – Contractor for city tree inspection for oak wilt on private and public properties. Inspections include reviewing past sites with oak wilt and inspecting for potential new sites during the summer.

MAPLEWOOD 2016 DISEASE TREE INSPECTIONS –BID TAB

Please provide itemized base bid below, as well as hourly rates.

Activity	Cost
Windshield inspection of 100 miles of city streets/residences.	\$ 2754 (est 54 hours)
On-foot site inspection for 40 residential sites (include in this cost a total of 10 hours of on-site discussion with residents)	\$ 2856 (est 56 hours)
12 hours of site visits to inspect trees on city projects or as requested by staff.	\$732 (Forester)
12 hours consulting with staff on oak program and other issues	\$732 (Forester)
12 hours developing oak wilt maps (most of this in field evaluating potential area for spread through woodlots)	\$612 (Inspector)
12 hours meeting with neighbors on oak wilt	\$306 (Inspector)
Other costs associated with above to be reimbursed. 1. Lab costs-no need to list 2. Mileage 3. 4.	\$0.55/mile
TOTAL	<u>\$7992</u>

Hourly rates for inspection and consulting services (may list different rates billed for different employees)	Forester \$61/hour Technician/Inspector \$51/hour
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V. Additional Services offered to Maplewood

S&S Tree and Horticultural Consultants will be available for community outreach to include speaking at the garden club or other events. We are also available to attend city council meetings and assist with Arbor Day tree planting celebration

Confidential Statement: This proposal is the property of S&S Tree and Horticultural Specialists and is presented to the City of Maplewood for their sole use. It may not be distributed or shared with others without written consent from S&S Tree and Horticultural Specialists.

MEMORANDUM

TO: City Manager, Melinda Coleman
FROM: Chief of Police, Paul P. Schnell
DATE: February 12, 2016
SUBJECT: Approval of Racial Equity Project “Needs Assessment” Work Plan and Agreement between Wilder Research and the City of Maplewood

Introduction

As part of the City’s Racial Equity Grant proposal to the Saint Paul Foundation, we proposed a needs assessment to engage diverse population within Maplewood. This effort will assist the City in identifying strategies to grow racial equity and empower racial and ethnic communities in new and creative ways.

Background

Wilder Research proposes a two-step research process that begins with key stakeholders, which will ultimately serve as the basis for the community assessment portion of the project.

Budget Impact

Contract costs of \$30,000.00 funded with St. Paul Foundation Grant proceeds.

Recommendation

It is recommended that the City Council approve the work plan and agreement between the City of Maplewood and the Research Division of Wilder Foundation.

Attachments

1. Wilder Research Contract
2. Wilder Research Proposed Work Plan

AMHERST H. WILDER FOUNDATION CONSULTANT AGREEMENT

Terms of Contract

The City of Maplewood has a need for services that the Amherst H. Wilder Foundation (through Wilder Research and referred to as “Wilder”) can provide as a consultant. This Agreement outlines the conditions for that consulting relationship. It is designed to protect both parties and avoid misunderstandings about the terms of our business relationship.

1. Services to be Performed. Wilder agrees to perform a Needs Assessment, which may include the following services for City of Maplewood during the term of this Agreement (the “Services”):

- Meet with partners
- Train community members, including cultural groups, to collect data
- Develop surveys
- Work with the key stakeholders, including the community’s cultural groups to establish data collection timeframe and processes
- Develop an evaluation plan
- Review current data and reports
- Revise data collection tools, as needed
- Collect and analyze data
- Conduct interviews and/or focus groups with key informant
- Write an executive summary and report

If changes are needed or additional work is requested by the City of Maplewood, Wilder and City of Maplewood will discuss the additional work and the amount of Wilder’s compensation will be equitably adjusted. A verbal commitment or “go ahead” by City of Maplewood to perform work outside of the initial scope will be binding on City of Maplewood and will entitle Wilder to additional compensation. Any work performed outside of the original scope at the direction of City of Maplewood will be deemed to be included as Services under this Agreement.

2. Duration. This Agreement will begin on 2/01/2015 and continue through 3/31/2017, unless terminated earlier by either party, with ten days prior written notice. Within this ten-day termination period, Wilder will at Organization’s option, (i) terminate or finalize all services; (ii) transfer to Organization all materials in progress; and/or (iii) return all of City of Maplewood’s property in Wilder’s possession or under its control.

3. Payment. Organization will pay Wilder sixty thousand dollars (\$31,000) for the services to be performed under this Agreement according to the following schedule:

\$6,000 will be paid upon contract signing, and Wilder will bill the client quarterly, as follows:

Quarter		Invoice date		Amount
2	2/1/2016 to 4/1/2016	4/15/2016		\$5,000
3	4/1/2016 to 6/30/2016	7/15/2016		\$5,000
4	7/1/2016 to 9/30/2016	10/15/2016		\$5,000
5	10/1/2016 to 12/31/2016	1/15/2017		\$5,000
6	1/1/2017 to 3/31/2017	4/15/2017		\$5,000

4. Standard of Care. Wilder shall perform the Services consistent with the standard of professional care provided by similar organizations having experience with projects similar in scope, function, schedule,

budget, quality and complexity.

5. Payment Terms. All payments shall be due within thirty (30) days of an invoice date. Organization agrees to pay all expenses incurred by Wilder in the collection of any unpaid invoice or in the enforcement of this Agreement, including the actual attorneys' fees and costs charged by its legal counsel.
6. Expenses. Wilder shall be entitled to reimbursement of all expenses incurred, directly or indirectly, by Wilder in connection with the Services, including, without limitation, travel and associated expenses, copying expenses, all state, local and service taxes, and express and courier services. Any cap on reimbursable expenses shall be described in Paragraph 3.
7. Intellectual Property Rights. Work products developed under this Agreement will belong to City of Maplewood. Copyrights, trademarks and other intellectual property developed by Wilder while providing services for City of Maplewood will belong to Wilder. In the course of providing services, Wilder may use pre-existing marks, ideas, materials, information, concepts, techniques, processes, works of authorship, or other intellectual property owned or licensed by Wilder. Such pre-existing material will remain the sole property of Wilder. Any pre-existing materials owned or licensed by City of Maplewood will remain the sole property of City of Maplewood. During the term of this Agreement, City of Maplewood grants Wilder a non-exclusive license to use pre-existing materials provided to Wilder by City of Maplewood. Wilder reserves the right to use measurement tools, processes, ideas, concepts, techniques, items, methods developed under this contract or other intellectual property developed under this contract in future project applications. This does not include Organization's data or written reports, unless such uses are specifically agreed to by Organization.
8. Warranties and Representations of Organization. City of Maplewood warrants that it owns or has the authority to use any ideas, materials, information, concepts, techniques, processes, works of authorship, trademarks, or any intellectual property furnished to Wilder in connection with the Services. City of Maplewood shall be solely responsible for any data, information, and documents provided to Wilder. Wilder shall be entitled to rely on such data, information, and documents in performing its Services and shall have no duty to independently verify the accuracy of the same. City of Maplewood warrants that it is legally authorized to enter into this Agreement. City of Maplewood shall provide full information in a timely manner regarding requirements for and limitations on the Services. City of Maplewood shall provide prompt written notice to Wilder whenever City of Maplewood observes or becomes aware of any development that affects the scope or time of performance of the Services.
9. Warranties of Wilder. WILDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE ORIGINALITY, CONDITION OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. WILDER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WILDER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY.
10. Independent Contractor. The parties agree that Wilder and City of Maplewood will be independent contractors and neither Wilder nor its employees will be considered employees of City of Maplewood. It is understood and agreed that nothing herein is intended nor shall be construed to create an employer/employee, partnership or joint venture relationship between Wilder and City of Maplewood. Organization will not deduct from Wilder's compensation income tax, FICA payments, or any other expenses, unless required by law. Payment of federal income tax, FICA payments, and state income taxes are the responsibility of Wilder. City of Maplewood agrees and acknowledges that neither it nor any of its employees, agents or representatives has any right or authorization, express or implied to act for Wilder or incur, assume or create any obligation, responsibility or liability on behalf of Wilder or make any representations or warranties concerning Wilder or the services in the name of or on behalf of Wilder or bind Wilder in any manner whatsoever.

11. Termination. Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within 10 days after written notice of the breach is provided to the other by the party claiming the breach. In the event of early termination by either party, City of Maplewood shall pay Wilder for any work performed through the date of termination, including all costs incurred by Wilder and any penalties incurred by Wilder for cancelation of travel or other arrangements. Sections 7-9, 11-13, 16 and 18 shall survive termination of this Agreement
12. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. WILDER'S LIABILITY FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO WILDER UNDER THIS AGREEMENT.
13. Indemnification. City of Maplewood agrees to indemnify, defend, and hold harmless Wilder, its directors, officers, employees, agents, contractors and volunteers from and against any and all liabilities, costs or penalties of any nature whatsoever arising from: (i) breach of this Agreement by City of Maplewood; (ii) use by City of Maplewood (or any third party acting on behalf of or under authorization from City of Maplewood) of the Services or any information, reports, deliverables, materials, products or other results of Wilder's work under this Agreement; (iii) City of Maplewood's infringement of a third party's intellectual property rights or City of Maplewood's violation of any rule, law, or regulation in the provision of any materials or information to Wilder; (iv) any negligent act by City of Maplewood or its employees, agents, or representatives; or (v) any negligent act by Wilder that is not intentional or reckless in nature.
14. Insurance. Wilder and City of Maplewood represent that each has and will continue to have appropriate levels of insurance during the term of this Agreement.
15. Compliance with Laws and Regulations. Each party agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certificates as pertaining to the facilities, programs, and staff for which such party is responsible during the term of the Agreement.
16. Confidentiality. The parties acknowledge that certain Confidential Information may be transmitted or disclosed by the parties to each other in connection with their performance under this Agreement. For purposes of this Agreement, "Confidential Information" includes personnel, client, and financial information designated by City of Maplewood or Wilder (and communicated to the other party) as confidential. Generic knowledge or information publicly known that is generally employed by the trade or related fields shall not be deemed Confidential Information. The parties shall not, at any time, directly or indirectly, use, copy, reveal, report, memorialize, publish, duplicate or otherwise disclose to any third party in any way whatsoever any Confidential Information without the written consent of the other party, which consent shall be exercised in the sole discretion of such party. The parties shall receive, maintain and use the Confidential Information in the strictest of confidence and use best efforts to keep the Confidential Information strictly confidential and to prevent disclosure thereof. The parties may agree to an alternative confidentiality agreement, if in writing.
17. Force Majeure. Wilder's performance of the Services is contingent on, and Wilder shall not be responsible for delays or failure to perform due to, any delays or failure to perform any obligation under this Agreement due to fires, explosions, acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, government restrictions, compliance with or any action taken to carry out the intent or purpose of any law or regulation, lack of correct or complete data, changes or revisions, or other accidents or other causes or contingencies not caused by Wilder or over which Wilder has no reasonable control.
18. Miscellaneous.
 - (a) Entire Agreement. This Agreement (consisting of this Agreement and any amendments signed by both

parties) represents the entire and integrated agreement between Wilder and City of Maplewood and no representations or promises, verbal or otherwise, have been made except as herein set forth. Clerical errors are subject to correction.

- (b) Governing Law. This Agreement is to be governed by the laws of the State of Minnesota. Any provision part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties.
- (c) Amendment. No modification or amendment to this Agreement or consent to the waiver of any of the terms hereof, shall be binding unless made in writing and signed by both Wilder and City of Maplewood. Any alteration of this Agreement or exhibits or any addenda which may be attached hereto, by method of "crossing out" or "adding" by typewriter, pen, ballpoint pen, or whatever, except in blank lines indicating the need for insertion of written words or numbers to complete Agreement, shall be disregarded unless mutually agreed upon and signed by both Wilder and City of Maplewood.
- (d) Notices. Any notices under this Agreement should be delivered in person or sent to Wilder's address (listed below), via certified or registered U.S. mail.
- (e) No waiver. Failure of either party to enforce the terms of this Agreement does not waive those terms or preclude enforcement of them.
- (f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

The Undersigned agrees to the Consulting Agreement as of this _____ day of _____, 2015.

Amherst H. Wilder Foundation
Wilder Research
451 Lexington Parkway North
St. Paul, MN 55104

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

By: _____
Joan McCusker
VP Finance & Administration, Administration

By: _____
Print name: _____
Print title: _____

Updated proposal: Maplewood Needs Assessment

F E B R U A R Y 2 0 1 6

Prepared by: Julie Atella, Wilder Research

Proposed approach

We propose that the project take place in two phases. The first phase would include background research and would culminate in a design to assess the City of Maplewood in collaboration with identified community and cultural partners.

The second phase's design will be determined by the data and lessons learned in Phase I, but likely would involve an array of qualitative and quantitative examinations which would be designed collaboratively with community and cultural stakeholders to answer the key questions identified in Phase I.

It should be noted that the proposed approach was developed with only limited input from community, cultural and system stakeholders. The proposed approach and timeline can be modified as needed to better meet partners' goals and interests.

Phase I: Evaluation framework development through community collaboration

Scope of work. Given our discussion in January 2016, we recommend that the project begin with a design phase, rather than jumping into the evaluation. An almost limitless array of possibilities exist for a study design, and an approach designed without full stakeholder participation would likely fail to meet your needs. We propose that the first phase include the following activities:

- **Gather feedback from community and key stakeholders:** Wilder will meet with key stakeholders (including cultural communities, law enforcement, other city representatives,) who will be impacted by or involved in the assessment. The specific information-gathering strategies to be used will be negotiated in consultation with Chief Schnell and the community partners of the study, but may include one-on-one key informant interviews or focus groups. Through these discussions, we will gather information about stakeholders' priorities for this study. Through collaboration with the community partners, we will also explore the viability of various data collection options that might be used in Phase II, to ensure that the proposed approach will be feasible and effective.

- **Review available data:** We are aware that some information has already been compiled locally, including the survey that Chief Schnell mentioned was administered last year. Rather than duplicating work that has already been done, we will review the available analyses in order to have a clearer understanding of what patterns have already been identified and to better understand how this evaluation can best complement existing information. We will also inventory the other types of information that are available through law enforcement and the city, to inform the quantitative analyses that can be undertaken in Phase II.
- **Develop/refine assessment questions:** Based on the information obtained above, and working with the community and cultural representatives, we will clarify the specific evaluation questions of highest priority to explore in Phase II.
- **Develop a proposed assessment framework:** Phase I will conclude with the development of a Phase II work plan. This work plan will detail the questions to be explored and the methods to be used for the full evaluation. This work plan will also be reviewed to determine that it is targeted, feasible, and supported by the system stakeholders, as well as ensure that it reflects input from both the community and system stakeholders.

*Budget and timeline. While the timeframe is negotiable, Phase I could begin upon contract award. We would propose a four month timeline for this phase. We estimate the budget for this phase would be **\$8,000**.*

Phase II

Once Phase I is completed, the data collection and analysis phase will begin. The exact scope of work and cost cannot be determined until the information is gathered in Phase I, but the scope of work may include one or more of the following:

- Interviews/focus groups with Key Informants and community members – Information could be gathered from a representative sample of law enforcement officers (street officers/investigators; urban/suburban) and from other key informants to explore their perceptions.
- Training for cultural communities to conduct interviews to increase community evaluation capacity – Wilder Research could work with cultural communities to develop interview and focus group protocols, as well as provide training on how to conduct community evaluation.
- Analysis of existing information from current databases
- Online surveys – Initial meetings with Chief Schnell have indicated we would want to consider online surveys with law enforcement, grant partners and other key informants (e.g., community members, store owners, school staff).

- Review of law enforcement policies/practices – A number of studies have examined issues related to law enforcement policies/practices that may impact community engagement and trust. For instance, it might be useful to compare policies that formalize responses to various situations (i.e., Are there offenses for which citations are automatic? For what types of situations do law enforcement officers have the most discretion in their responses? How are decisions made regarding the type or frequency of patrols?).

*Budget and timeline. While the timeframe is negotiable, Phase II could begin upon the completion of Phase I. We would propose an eight to ten month timeline for this phase. We estimate the budget for this phase would be **\$23,000.***

Key Wilder Research staff

In addition to the people designated below, support staff at Wilder Research will provide additional assistance related to library searches, data collection, processing and analysis, administrative assistance, and communications support. Key staff for this project include:

- **Julie Atella, M.A., Research Scientist.** Ms. Atella has been working as an evaluator and researcher since 1995. Her background includes research in the areas of juvenile delinquency, juvenile justice, victimization, and corrections, as well as program evaluation. Ms. Atella completed her Ph.D. course work and obtained her Master of Arts degree in Criminal Justice from Washington State University. She also holds a B.A. in Sociology/Law & Society from the University of California at Riverside. She was NIJ's Arrestee Drug Abuse Monitoring (ADAM) program's Site Director for three years in Hennepin County, MN. She has served as an evaluator and assessor of NIJ -funded initiatives (2003-IJ-CX-1035, 96-IJ-CX-0074, 93-IJ-CX-0054). She currently works on a number of government and community-based research and evaluation projects as well as providing evaluation services to Wilder Foundation programs. Ms. Atella will serve as the co-lead for this assessment.
- **Laura Schauben, M.A., Research Scientist** - Ms. Schauben has over 20 years of experience conducting research and evaluation for government organizations, non-profits, foundations and community groups. She specializes in multi-site and multi-sector projects, projects related to increasing inclusion/eliminating disparities, and projects that build client and community capacity to identify and address community needs through data-driven decision making. Ms. Schauben's work includes research in the areas of criminal justice, community development, sexual and domestic violence, leadership, and public health. Ms. Schauben completed her Ph.D. course work and obtained her Master of Arts degree in Psychology from the University of Minnesota. She also has a B.A. in Sociology/Psychology from Brandeis University. Ms. Schauben will serve as the other co-lead for this assessment.

Overview of Wilder Research

Wilder Research, a division of the Amherst H. Wilder Foundation in Saint Paul, Minnesota, is one of the nation's largest nonprofit research and evaluation groups. The mission of Wilder Research is to improve the lives of individuals, families, and communities through social and human services research. Our work helps organizations improve services, plan for the future, allocate funds, revise policies, and increase public awareness about critical issues.

Wilder Research has been conducting community-based qualitative and quantitative research since 1917. We are a full-service research center. The more than 100 staff members of Wilder Research are committed to research and evaluation that is useful, respectful of individual dignity and confidentiality, cost-effective, and culturally competent. Wilder Research approaches all evaluations through a participatory process, where we engage with key stakeholders on an ongoing basis, from the initial design, through data collection, and reporting and dissemination of results. Staff have extensive experience planning research and evaluation projects using client and stakeholder input; creating evaluation designs and developing data collection instruments; collecting data using multiple methods; and disseminating “best practices” knowledge through the production of reports, research summaries, conference briefings, and workshop presentations.

Wilder’s philosophy is that the value of research lies in the use of the results, and staff are experienced conducting evaluations and sharing results that have had direct or indirect results on policy and practice throughout a number of sectors. In addition to agency and foundation funding, we have experience partnering with and evaluating programs funded by state and federal sources, including the National Institute of Justice (NIJ), the Substance Abuse and Mental Health Services Administration (SAMHSA), and many state departments in Minnesota, including Public Safety, Human Services, Health, Corrections, and Education. Additional information about Wilder Research, as well as copies of our recent research summaries and reports, can be found on our website: <http://www.wilder.org/research>.

Specific areas of expertise/experience

While Wilder Research staff are able to conduct a diverse array of community-based research projects, we believe that we are uniquely qualified to work on behalf of the Hennepin County Attorney’s Office on this project. Our specific qualifications include:

- **Experience working collaboratively with cultural communities** – We are committed to working collaboratively with diverse cultural communities and doing work that is inclusive and respectful.
- **Extensive experience designing and conducting community assessments** – We have partnered with communities across Minnesota and beyond on a wide variety of community

assessments. In addition to several specific projects highlighted below, recent projects include an assessment of services for victims of interpersonal violence in Omaha, a county-wide assessment of attitudes and beliefs related to mental health in Anoka County, and a variety of targeted and broad assessments completed as part of our Statewide Health Improvement Program (SHIP) work in Carver, Scott, Ramsey, and Anoka Counties. We understand the community assessment process, including the need for upfront planning and collaboration to determine the appropriate scope and focus, the importance of collecting existing and new information to answer key assessment questions, and the steps needed to synthesize the results and develop recommendations to shape program and policy efforts. Our general approach to conducting community assessments will provide a solid infrastructure for examining disproportionate minority contact in the Hennepin County juvenile justice system.

- **Experience working across sectors, including law enforcement**– While much of the work done by Wilder Research focuses on social services, our work cuts across a variety of sectors. We have experience working with law enforcement, and are comfortable accessing and using data provided by these agencies. Recent projects include an examination of procedures used by Ramsey County Community Corrections to screen and refer individuals charged with Driving While Intoxicated (DWI) or other alcohol-related traffic offenses, an evaluation of projects funded by the Hennepin County Children’s Mental Health Collaborative to serve youth in the juvenile justice system, a project for the East Metro Mental Health Roundtable that involves collecting information about system (including law enforcement) responses to individuals with mental illness, and a series of reports regarding crime and the needs of victims prepared for the Minnesota Department of Public Safety.
- **Focus on collaboratively planning research and evaluation projects** - Our approach strongly emphasizes collaboration as we partner with agencies to develop and implement a plan specific to their organizational goals and mission. To achieve this goal, we facilitate discussions with stakeholders and build consensus from differing points of view in order to create a partnership. Our practice is to engage clients in the entire assessment or evaluation process, from design to presentation of results and recommendations. Through this collaboration, we can ensure that assessments reflect the stakeholders’ interests and that the results are useful in guiding future planning efforts.
- **Capacity to collect data using multiple methods** – The requested assessment is likely to include a variety of data gathering approaches. In addition to using existing data (from law enforcement or the County Attorney’s Office), it is likely that new information will be needed to answer key questions. We are experienced gathering information through approaches such as face-to-face interviews, self-report surveys, direct observation, on-line surveys, telephone surveys, document reviews, focus groups, and web-based databases. If local stakeholders are interested in participating in the data collection, we are also able to

provide training and support to build local capacity to conduct these activities effectively and efficiently. If needed for this assessment, we are also capable of using GIS mapping and other approaches to effectively illustrate patterns in crime rates or differences in law enforcement responses.

- **Our ability to use results to guide and inform planning processes** - The value of assessment in its utilization, thus we will work closely with the Hennepin County Attorney's Office and its partners to ensure that assessment results are useful in guiding strategic planning and the creation of a comprehensive approach for addressing disproportionate minority contact. Evaluation reports will identify and measure the most important issues, target areas for service or system enhancement, and meet the needs of key stakeholders.
- **A commitment to protecting human subjects in research** –All research conducted by Wilder Research meets or exceeds standards regarding ethical conduct. All employees must agree to abide by the Amherst H. Wilder Foundation Confidentiality and Non-Disclosure Agreement and must sign this agreement. Administration of data collection is conducted only by trained interviewers and data collection associates. Strategies are included in every research project to protect participants' identities and to ensure informed consent for participation. We maintain a federally-authorized Institutional Review Board (IRB), which is available to review materials for this project if desired.

Wilder Research has conducted numerous participatory evaluations and research studies with a focus on diverse cultural communities and related issues. Highlights of our work in this area include a recent award for the **Promise Neighborhood** planning grant. In 2010, Saint Paul became one of 21 communities across the nation selected to receive a Promise Neighborhood planning grant from the U.S. Department of Education. The Wilder Foundation, along with support from the Saint Paul Public Schools, the City of Saint Paul, and the Saint Paul Public Schools Foundation, are part of the planning grant.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Director Citizen Services
SUBJECT: Consider Approval of Penalties for Tobacco Compliance Failures
DATE: February 17, 2016

Introduction

The City of Maplewood Police Department conducts compliance checks on all intoxicating liquor and tobacco license holders. Since the completion of the alcohol compliance checks in 2014 and 2015, staff has been working to propose an appropriate penalty for those establishments which did not pass. In all instances an employee failed the compliance check by selling tobacco to an underage buyer, and was issued a criminal complaint for the offense, which has been or will be prosecuted.

Background

Tobacco compliance checks have been regularly conducted since 2000. In the past, Council has opted not to establish strict guidelines for penalties, on the basis that some compliance failures are more egregious than others, and therefore may warrant stricter penalties.

While the City does not have specified fines for alcohol compliance failures, past practice has been to adhere to the following guidelines for imposing penalties: first offense \$250, second offense \$500 and the third offense \$750. Pursuant to MN §461.12, subd. 2, upon a third violation at the same location within 24 months after the initial violation, the licensee's authority to sell tobacco at that location must be suspended for not less than seven days.

All establishments have been notified of the proposed civil penalty against them, and were encouraged to attend the February 22, 2016 council meeting. In the Case of Arnie's Market and Stokke's Meat Market, both of which have undergone a change of ownership since their respective compliance failure, a notification was sent to the individual who owned the establishment at the time the violation occurred.

Recommendation

Staff recommends Council consider the proposed penalties, attached.

Attachments

1. List of business with failed tobacco compliance checks in 2014-2015

Statistical History of Compliance Failures
of Current Alcohol and Tobacco Sales License Holders

BUSINESS NAME - ADDRESS	COMPLIANCE FAILURE	COMPLIANCE DATE	STATUS	STAFF RECOMMENDED FINE
<u>ARNIE'S MARKET - 1690 MCKNIGHT RD S - INACTIVE AS OF 7/31/2014</u>	TOBACCO	05/29/2014	IN PROGRESS	PROPOSED \$250 FINE
<u>BIG DISCOUNT LIQUOR - 2515 WHITE BEAR AVE</u>	TOBACCO	11/24/2014	IN PROGRESS	PROPOSED \$500 FINE
	TOBACCO	03/15/2012	COMPLETED	
	ALCOHOL	10/10/2006	COMPLETED	
	TOBACCO	08/02/2006	COMPLETED	
<u>FLEMINGS AUTO SERVICE - 2271 WHITE BEAR AVE N</u>	TOBACCO	05/26/2014	IN PROGRESS	PROPOSED \$500 FINE
	TOBACCO	10/19/2012	COMPLETED	
<u>KNOWLAN'S SUPERMARET - 2720 STILLWATER ROAD - NO LONGER SEELLING CIGARETTES AS OF APRIL 2015</u>	TOBACCO	05/29/2014	IN PROGRESS	PROPOSED \$500 FINE
	TOBACCO	12/22/2005	COMPLETED	
<u>LANCER AT EDIBURGH - KELLER GOLF COURSE - 2166 MAPLEWOOD DRIVE</u>	TOBACCO	06/18/2015	IN PROGRESS	PROPOSED \$250 FINE
<u>MAPLEWOOD TOBACCO OUTLET PLUS - 2515 WHITE BEAR AVE #A17</u>	TOBACCO	06/18/2015	IN PROGRESS	PROPOSED \$250 FINE
<u>STOKKES MEAT MARKET - 1344 FROSE AVE E - INACTIVE AS OF 11/03/2015</u>	TOBACCO	06/18/2015	IN PROGRESS	PROPOSED \$250 FINE

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: February 22, 2016

	<u>Name - First & Last</u> <i>(please print clearly)</i>	<u>Address</u>	<u>Agenda Item</u>
1.			
2.	<u>Bob Zack</u>	<u>NSP</u>	<u>GH</u>
3.	<u>Tim Kinley</u>		<u>L</u>
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