

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, January 23, 2017  
City Hall, Council Chambers  
Meeting No. 02-17

**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 the January 9, 2017 City Council Workshop Minutes
2. Approval of the January 9, 2017 City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

1. Administrative Presentations
  - a. Council Calendar Update
  - b. Resolution of Appreciation for Environmental Commissioner Ginny Yingling
  - c. Presentation by Ramsey County Sheriff Jack Serier
2. Council Presentations

**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 2016 Carryovers, Transfers and Budget Adjustments
3. Approval of a Professional Service Agreement (PSA) Between the City of Maplewood and Ramsey County for a Standalone Organics Drop Off Site
4. Approval of 2017 Master Group Contract between City of Maplewood and Medica Insurance Company
5. Approval of Contract for KID CITY Project with the Amherst H. Wilder Foundation and the City of Maplewood
6. Approval of Contract for Professional GIS Services for 2017
7. Fish Creek Trail Improvements, City Project 15-19
  - a. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1
  - b. Approval of Resolution Directing Reduction in Retainage

8. Lakewood-Sterling Area Street Improvements, City Project 15-11
  - a. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1
  - b. Approval of Resolution Directing Final Payment and Acceptance of Project

**H. PUBLIC HEARINGS**

None

**I. UNFINISHED BUSINESS**

1. Consider Approval of 2017 City Council Appointments to Boards, Commissions and Miscellaneous Groups

**J. NEW BUSINESS**

1. Consider Approval of a Conditional Use Permit Resolution for Health Partners' Proposed Intensive Residential Treatment Services Program, 2715 Upper Afton Road
2. Consider Approval of Resolution for a Lawful Gambling Premise Permit for Hill Murray Father's Club to Conduct Gambling Activities at the Crooked Pint Ale House, 1734 Adolphus Street
3. Consider Approval of New Intoxicating Liquor Establishment Managers – Chili's Bar & Grill #224, Chipotle Mexican Restaurant #224, Outback Steakhouse, and Tokyo Sushi All You Can Eat
4. Consider Approval of Resolution Authorizing Preparation of Plans and Specifications for Municipal Building Improvements, City Project 17-01
5. Consider Approval of Resolution Authorizing Preparation of Plans and Specifications for Nature Center Building Improvements, City Project 17-02

**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.

**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
**MANAGER WORKSHOP**  
6:00 P.M. Monday, January 9, 2017  
Council Chambers, City Hall

**A. CALL TO ORDER**

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

**B. ROLL CALL**

Nora Slawik, Mayor	Present
Marylee Abrams, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Bryan Smith, Councilmember	Present
Tou Xiong, Councilmember	Present-Arrived at 6:30 p.m.

**C. APPROVAL OF AGENDA**

Councilmember Abrams moved to approve the agenda as submitted.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**D. UNFINISHED BUSINESS**

None

**E. NEW BUSINESS****1. Communication Update**

City Manager Coleman reported on the city's coordinated communication timeline. IT Director Fowlds gave a brief overview on revenue from PEG and franchise fees and answered questions of the council. Communications Manager Fairbanks reported on work he is doing with the city's newsletter Maplewood Living and Digital & Social Media. Communications Coordinator Bergo gave an update on the video media needs for the council chambers and webcast studio. Finance Director Paulseth gave a report on the expenses of the cable television operations and the newly formed communications department.

**F. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 7:05 p.m.



Seconded by Councilmember Smith

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.

Environmental & Economic Development Director Konewko reported on the 60<sup>th</sup> Celebration of Maplewood event that will be taking place at the Maplewood Community Center on February 25, 2017.

### 2. Council Presentations

Councilmember Juenemann reminded residents that Christmas lights can be recycled through the end of the month at Maplewood City Hall, the Maplewood Community Center, and the 1902 building.

Councilmember Abrams reported on the Rush Line Corridor meeting she attended along with Councilmember Xiong and Councilmember Smith on December 15, 2016 at the Maplewood Mall. Mayor Slawik and Public Works Director gave additional information about the Rush Line Corridor.

Councilmember Abrams reported on the upcoming Business Retention and Expansion program meetings and invited other council members to attend.

## G. CONSENT AGENDA

Councilmember Abrams moved to approve agenda items G1-G8.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

### 1. Approval of Claims

Councilmember Abrams moved to approve the approval of claims.

#### ACCOUNTS PAYABLE:

\$ 226,533.53	Checks # 98670 thru # 98725 dated 12/06/16 thru 12/13/16
\$ 516,662.00	Disbursements via debits to checking account dated 12/05/16 thru 12/09/16
\$ 485,578.99	Checks # 98726 thru # 98912 dated 12/14/16 thru 12/22/16

\$ 336,729.33	Disbursements via debits to checking account dated 12/07/16 thru 12/16/16
\$ 829,228.79	Checks #98913 thru # 98964 dated 12/27/16
\$ 496,579.55	Disbursements via debits to checking account dated 12/19/16 thru 12/23/16
\$ 818,250.37	Checks # 98966 thru # 99006 dated 12/30/16 thru 01/03/17
\$ 483,406.70	Disbursements via debits to checking account dated 12/27/16 thru 12/30/16
<hr/>	
\$ 4,192,969.26	Total Accounts Payable

**PAYROLL:**

\$ 506,393.85	Payroll Checks and Direct Deposits dated 12/16/16
\$ 1,886.98	Payroll Deduction check # 99102479 thru # 99102482 dated 12/16/16
\$ 525,183.30	Payroll Checks and Direct Deposits dated 12/30/16
\$ 570.00	Payroll Deduction check # 99102499 dated 12/30/16
<hr/>	
\$ 1,034,034.13	Total Payroll
<hr/>	
<u>\$ 5,227,003.39</u>	GRAND TOTAL

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**2. Approval of Resolution Accepting Donation to the Maplewood Police Department from Schmelz Countryside Volkswagen/Saab**

Councilmember Abrams moved to approve the resolution authorizing acceptance of the donation and that the Finance Director make the necessary budget adjustments for the Police Department to expend the funds as requested by Mr. Schmelz.

Resolution 17-01-1410  
Resolution Authorizing Gift to City

WHEREAS, Maplewood is AUTHORIZED to receive and accept grants, gifts and devices of real and personal property and maintain the same for the benefit of the citizens and pursuant to the donor's terms if so-prescribed, and;

WHEREAS, Schmelz Countryside wishes to grant the City of Maplewood the following:  
\$2,500, and;

January 9, 2017  
City Council Meeting Minutes

WHEREAS, Schmelz Countryside has instructed that the City will be required to use the aforementioned for: expenses reflecting an unfunded department need, and;

WHEREAS, the City of Maplewood has agreed to use the subject of this resolution for the purposes and under the terms prescribed, and;

WHEREAS, the City agrees that it will accept the gift by a super majority of its governing body's membership pursuant to Minnesota Statute §465.03;

NOW, THEREFORE, BE IT RESOLVED, pursuant to Minnesota Statute §465.03, that the Maplewood City Council approves, receives and accepts the gift aforementioned and under such terms and conditions as may be requested or required.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**3. Approval of Resolution Accepting Donation to Maplewood Police Reserves from the Ramsey County Sheriff's Foundation**

Councilmember Abrams moved to approve the resolution accepting the donation made by the Ramsey County Sheriff's Foundation Board to assist the City in funding Reserve Unit needs.

Resolution 17-01-1411  
Resolution Expressing Acceptance of and  
Appreciation of a Donation to the  
Maplewood Police Department

WHEREAS, the Ramsey County Sheriff's Foundation has presented to the Maplewood Police Department a donation in the amount of \$1,000; and

WHEREAS, this donation is intended for the purpose of the donation is to support the needs of the Maplewood Police Reserve Unit; and

WHEREAS, the Maplewood City Council is appreciative of the donation and commends the Ramsey County Sheriff's Foundation Board for their civic efforts and partnership.

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

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

The Maplewood City Council passed this resolution by a super majority vote of its membership on January 09, 2017.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

#### **4. Approval to Purchase Four 2017 Police Utility (Patrol) Vehicles**

Councilmember Abrams moved to approve the purchase of four 2017 Ford Police Interceptor utility vehicles for a total of \$105,907.80 from Nelson Auto Center of Fergus Falls, MN under the State Contract.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

#### **5. Approval to Purchase New Fire Truck**

Councilmember Abrams moved to approve the purchase of a new fire truck for a total not to exceed \$615,000 by utilizing the US Bank capital leasing program with the lease extending no longer than 15 years.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

#### **6. Approval of License Agreement with Operation Grace for Fire Station 4**

Councilmember Abrams moved to approve to enter into a license agreement with Operation Grace for the purpose of leasing one bay at the Londin Lane fire station for storing two of their vehicles.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

#### **7. Approval to Purchase One Street Sweeper**

Councilmember Abrams moved to approve the purchase of the Elgin street sweeper and direct the Mayor and City Manager to enter into a contract with MacQueen Equipment for this purchase under MN State Contract #103153 in an amount totaling \$188,680.00.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

#### **8. Approval of Resolution for Designation of Depositories for Investments**

Councilmember Abrams moved to approve the resolution designating depositories for investments.

Resolution 17-01-1412  
Designation of Depositories for Investments

January 9, 2017  
City Council Meeting Minutes

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

Alerus Financial  
Premier Bank  
Wells Fargo Bank  
US Bank  
4M Fund  
Nex Bank  
RBC

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

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

BE IT FURTHER RESOLVED, that these depository designations are effective until December 31, 2017.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

## H. PUBLIC HEARINGS

1. **Hillwood/Crestview Area Pavement Improvements, City Project 16-13**
  - a. **Public Hearing 7:00 pm**
  - b. **Resolution Ordering Improvement after Public Hearing (4 votes)**

Public Works Director Thompson gave staff report. City Engineer Love gave additional information on the Hillwood/Crestview Area Pavement Improvements.

Mayor Slawik opened the public hearing. The following person spoke:

1. Mark Strobel, 2380 Oakridge Drive

Mayor Slawik closed the public hearing.

Councilmember Juenemann moved to approve the resolution ordering the improvements for the Hillwood/Crestview Area Pavement Improvements, City Project 16-13.

### Resolution 17-01-1413 ORDERING IMPROVEMENT

WHEREAS, pursuant to a resolution of the City Council adopted December 12, 2016, fixed a date for a council hearing on the proposed street improvements for the Hillwood/Crestview Area Pavement Improvements, City Project 16-13.

AND WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was duly held on January 9, 2017; and the council has heard all persons desiring to be heard on the matter and has fully considered the same;

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

1. That it is necessary, cost effective and feasible, as detailed in the feasibility report, that the City of Maplewood make improvements to the Hillwood/Crestview Area Pavement Improvements, City Project 16-13.

2. Such improvements ordered as proposed in the council resolution adopted on the 9<sup>th</sup> day of January, 2017.

2. The City Engineer, or his designee, is the designated engineer for this improvement project and is hereby directed to prepare final plans and specifications as previously directed by the City Council at the December 12, 2016 council meeting.

3. The Finance Director was authorized to make the financial transfers necessary to implement the financing plan for the project by the City Council at the December 12, 2016 council meeting. A project budget of \$1,582,542.00 was established. The approved financing plan is as follows:

FUNDING SOURCE	TOTAL AMOUNT	% OF AREA #1
GAS FRANCHISE FEE FUND	\$ 567,924	36%
SPECIAL BENEFIT ASSESSMENT	\$ 823,453	52%
ENVIRONMENTAL UTILITY FUND	\$ 94,471	6%
SANITARY SEWER FUND	\$ 62,981	4%
ST. PAUL W.A.C. FUND	\$ 33,713	2%
<b>TOTAL PROJECT FUNDING</b>	<b>\$1,582,542</b>	<b>100%</b>

Seconded by Councilmember Smith

Ayes – All

The motion passed.

**2. Pond/Dorland Area Street Improvements, City Project 16-12**

**a. Public Hearing 7:00 pm**

**b. Resolution Ordering Improvement after Public Hearing (4 votes)**

Public Works Director Thompson gave staff report and answered questions of the council. City Engineer Love gave additional information on the Pond/Dorland Area Street Improvements and answered questions of the council.

Mayor Slawik opened the public hearing. The following people spoke:

1. Christina Thill, 2356 Dorland Lane
2. David Singer, 1250 Dorland Road
3. Jason Martin, 2345 Carver Avenue

Mayor Slawik closed the public hearing.

Councilmember Juenemann moved to approve the resolution ordering the improvement for Pond/Dorland Area Street Improvements, City Project 16-12.

Resolution 17-01-1414  
ORDERING IMPROVEMENT

WHEREAS, pursuant to a resolution of the City Council adopted December 12, 2016, fixed a date for a council hearing on the proposed street improvements for the Pond/Dorland Area Street Improvements, City Project 16-12.

AND WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was duly held on January 9, 2017; and the council has heard all persons desiring to be heard on the matter and has fully considered the same;

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

1. That it is necessary, cost-effective and feasible, as detailed in the feasibility report, that the City of Maplewood make improvements to the Pond/Dorland Area Street Improvements, City Project 16-12.
2. Such improvements ordered as proposed in the council resolution adopted on the 9<sup>th</sup> day of January, 2017.
3. The City Engineer, or his designee, is the designated engineer for this improvement project and is hereby directed to prepare final plans and specifications as previously directed by the City Council at the December 12, 2016 council meeting.
4. The Finance Director was authorized to make the financial transfers necessary to implement the financing plan for the project by the City Council at the December 12, 2016 council meeting. A project budget of \$2,130,620.00 was established. The approved financing plan is as follows and shall be implemented:

FUNDING SOURCE	TOTAL AMOUNT	% OF COST RECOVERY
G.O. IMPROVEMENT BONDS	\$ 800,000	38%
SPECIAL BENEFIT ASSESSMENT	\$ 594,388	28%
ENVIRONMENTAL UTILITY FUND	\$ 398,620	19%
SANITARY SEWER FUND	\$ 143,572	7%
St. PAUL REGIONAL WATER SERVICE	\$ 106,040	5%
ST. PAUL W.A.C. FUND	\$ 88,000	4%
<b>TOTAL PROJECT FUNDING</b>	<b>\$2,130,620</b>	<b>100%</b>

Seconded by Councilmember Xiong

Ayes – All

The motion passed.

Public Works Director reported on the visit Maplewood employees made to Edgerton Elementary School in Maplewood part of District 623.

**I. UNFINISHED BUSINESS**

None

**J. NEW BUSINESS****1. Consider Approval of 2017 City Council Appointments to Boards, Commissions and Miscellaneous Groups**

Councilmember Abrams moved to approve the 2017 City Council Appointments to Boards, Commissions and Miscellaneous Groups except the appointment of Acting Mayor which will be resolved by the City Manager and City Clerk.

<b><u>Appointment</u></b>	<b><u>2016 Appointments</u></b>	<b><u>2017 Appointments</u></b>
<b>Acting Mayor*</b>	Councilmember Xiong	Acting Mayor appointment was deferred until the January 23, 2017 council meeting.
<i>*Rotation of acting mayors: 2013 Councilmember Juenemann, 2014 Councilmember Cardinal, 2015 Councilmember Abrams, 2016 Councilmember Xiong, 2017 Councilmember Juenemann.</i>		
<b>Auditor Contact</b>	Councilmember Abrams Councilmember Juenemann	Councilmember Abrams Councilmember Juenemann
<b>Community Design Review Board</b>	Councilmember Xiong Mike Martin (SL)	Councilmember Xiong Mike Martin (SL)
<b>Data Compliance Officers:</b> Responsible Authority City Personnel Officer City Law Enforcement Officer	Karen Haag Terrie Rameaux Paul Schnell	Andrea Sindt Terrie Rameaux Paul Schnell
<b>Economic Development Authority Chair</b>	Councilmember Abrams	Councilmember Abrams
<b>Environment &amp; Natural Resources Commission</b>	Councilmember Juenemann Shann Finwall (SL)	Councilmember Juenemann Shann Finwall (SL)
<b>Fire Relief Association</b> Relief By-Laws require Mayor to be member of the Board	Mayor Slawik Melinda Coleman (SL)	Mayor Slawik Melinda Coleman (SL)
<b>Gateway Corridor Group</b>	Councilmember Smith Mayor Slawik (ALT) Michael Thompson (ALT)	Councilmember Smith Mayor Slawik (ALT) Michael Thompson (ALT)
<b>Heritage Preservation Commission</b>	Councilmember Xiong Ginny Gaynor (SL)	Councilmember Xiong Ginny Gaynor (SL)
<b>Housing &amp; Economic Development Commission</b>	Councilmember Abrams Mike Martin (SL)	Councilmember Abrams Mike Martin (SL)
<b>Joint Ice Arena Board</b>	Councilmember Smith Councilmember Xiong Mayor Slawik (ALT)	Councilmember Smith Councilmember Xiong Mayor Slawik (ALT)
<b>Maplewood Communications</b>	Councilmember Abrams Mayor Slawik (ALT) Councilmember Smith (ALT)	Councilmember Abrams Mayor Slawik (ALT) Councilmember Smith (ALT)
<b>Maplewood Green Team</b>	Councilmember Juenemann Shann Finwall (SL)	Councilmember Juenemann Shann Finwall (SL)

<b>Municipal Legislative Commission</b>	Melinda Coleman Mayor Slawik (ALT) Councilmember Juenemann (ALT)	Melinda Coleman Mayor Slawik (ALT) Councilmember Juenemann (ALT)
<b>Official Newspaper</b>	Maplewood Review Pioneer Press (ALT)	Maplewood Review Pioneer Press (ALT)
<b>Parks &amp; Recreation Commission</b>	Councilmember Smith DuWayne Konewko Audra Robbins (SL)	Councilmember Smith DuWayne Konewko Audra Robbins (SL)
<b>Planning Commission</b>	Councilmember Abrams Mike Martin (SL)	Councilmember Abrams Mike Martin (SL)
<b>Police Civil Service Commission</b>	Councilmember Juenemann Terrie Rameaux (SL)	Councilmember Juenemann Terrie Rameaux (SL)
<b>Ramsey County Dispatch Policy Committee</b>	Councilmember Juenemann Councilmember Abrams (ALT)	Councilmember Juenemann Councilmember Abrams (ALT)
<b>Ramsey County League of Local Governments</b>	Councilmember Smith Councilmember Xiong (ALT)	Councilmember Smith Councilmember Xiong (ALT)
<b>Regional Mayors</b>	Mayor Slawik	Mayor Slawik
<b>Rush Line Corridor</b>	Mayor Slawik Councilmember Smith (ALT) Melinda Coleman (SL)	Mayor Slawik Councilmember Smith (ALT) Melinda Coleman (SL)
<b>Suburban Area Chamber of Commerce</b>	Melinda Coleman Councilmember Abrams (REP) Councilmember Smith (REP)	Melinda Coleman Councilmember Abrams (REP) Councilmember Smith (REP)
<b>Suburban Rate Authority</b>	Michael Thompson	Michael Thompson
<b>St. Paul Water Utility</b>	Will Rossbach	Will Rossbach

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**2. Consider Approval of a Conditional Use Permit Resolution for Health Partners' Proposed Intensive Residential Treatment Services Program, 2715 Upper Afton Road**

This item was removed from the agenda and will be added to the January 23, 2017 City Council Meeting agenda.

**3. Consider Approval of Agreement Between the City of Maplewood and Fitch & Associates for Fire Station Location/Response Time Analysis and Development of Comprehensive Public-Private EMS Partnership Request for Proposal**

Police Chief Schnell gave the staff report and answered questions of the council. Fire Chief Lukin and EMS Director Mondor answered additional questions of the council.

Councilmember Juenemann moved to approve the consultant agreement between the City of Maplewood and Fitch & Associates.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

**4. Consider Approval of Contract Addendum With and Between the City of Maplewood and Kelly & Lemmons Law Firm to Sustain Increased Level of Domestic Violence Prosecution Services**

Police Chief Schnell gave the staff report and answered questions of the council. Kevin Beck, Vice President with Kelly & Lemmons, P.A. addressed the council to give preliminary numbers on the domestic violence prosecution services.

Councilmember Juenemann moved to approve the contract addendum with and between the City of Maplewood and Kelly & Lemmons, P.A. to sustain increased level of domestic violence prosecution services.

Seconded by Councilmember Smith

Ayes – All

The motion passed.

**K. AWARD OF BIDS**

None

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

- 1. Kevin Berglund, Maplewood Resident

**M. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 9:16 p.m.

**MEMORANDUM**

**TO:** City Council  
**FROM:** Melinda Coleman, City Manager  
**DATE:** January 17, 2017  
**SUBJECT:** Council Calendar Update

**Introduction/Background**

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

**Upcoming Agenda Items & Work Session Schedule**

1. February 13<sup>th</sup>
  - a. Workshop: 2017 Strategic Objectives, Community Safety Survey Results
  - b. City Council: Swearing In Ceremony for Police Officer Ashley Bergeron
2. February 27<sup>th</sup>
  - a. Workshop: Update on Business Retention Visits and Activities, Use of Force Work Group Update
  - b. City Council: Acknowledgement of 60<sup>th</sup> Anniversary of Maplewood's Incorporation
3. March 13<sup>th</sup>
  - a. Workshop: Wakefield Park Facility Planning

**Budget Impact**

None

**Recommendation**

No action required.

**Attachments**

None.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Shann Finwall, AICP, Environmental Planner  
**DATE:** January 13, 2017  
**SUBJECT:** Resolution of Appreciation for Environmental Commissioner Ginny Yingling

**Introduction**

Commissioner Ginny Yingling has been a member of the Environmental and Natural Resources (ENR) Commission for nine years and ten months, serving from November 30, 2006, to September 30, 2016.

**Background**

Commissioner Yingling did not seek reappointment to the ENR Commission when her term ended September 30, 2016.

**Commission Review**

The ENR Commission recommended approval of the attached resolution of appreciation for Commissioner Yingling during their December 19, 2016, meeting.

**Recommendation**

Recommend approval of the attached Resolution of Appreciation for Ginny Yingling for her years of service on the Environmental and Natural Resources Commission.

**Attachment**

1. Resolution of Appreciation for Ginny Yingling

*RESOLUTION OF APPRECIATION*

*WHEREAS, Ginny Yingling has been a member of the Maplewood Environmental and Natural Resources Commission for nine years and ten months, serving from November 30, 2006 to September 30, 2016. Ms. Yingling has served faithfully in those capacities; and*

*WHEREAS, the Environmental and Natural Resources Commission and City Council have appreciated her experience, insights and good judgment; and*

*WHEREAS, Ms. Yingling has freely given of her time and energy, without compensation, for the betterment of the City of Maplewood; and*

*WHEREAS, Ms. Yingling has shown dedication to her duties and has consistently contributed her leadership and efforts for the benefit of the City.*

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

*Passed by the Maplewood  
City Council on January 23, 2017.*

---

*Nora Slawik, Mayor*

*Passed by the Maplewood  
Environmental and Natural  
Resources Commission on  
December 19, 2016.*

---

*Mollie Miller, Chairperson*

*Attest:*

---

*Andrea Sindt, City Clerk*

**MEMORANDUM**

**TO:** City Council  
**FROM:** Lois Knutson, Senior Administrative Assistant  
**DATE:** January 17, 2017  
**SUBJECT:** Presentation by Ramsey County Sheriff Jack Serier

**Introduction & Background**

Ramsey County Sheriff Jack Serier will be presenting an update to the Maplewood City Council. Sheriff Serier was recently appointed to the position following the resignation of Sheriff Matt Bostrom.

**Budget Impact**

None.

**Recommendation**

No action required.

**Attachments**

None.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Ellen Paulseth, Finance Director  
**DATE:** January 17, 2017  
**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:

\$ 301,041.30	Checks # 99007 thru #99032 dated 01/10/2017
\$ 260,315.68	Disbursements via debits to checking account dated 01/03/17 thru 01/06/17
\$ 299,411.56	Checks #99033 thru #99079 dated 01/10/17 thru 01/17/17
\$ 324,609.25	Disbursements via debits to checking account dated 01/09/17 thru 01/13/17
<u>\$ 1,185,377.79</u>	Total Accounts Payable

PAYROLL

\$ 563,061.63	Payroll Checks and Direct Deposits dated 01/13/17
\$ 1,031.53	Payroll Deduction check # 99102517 thru # 99102518 dated 01/13/17
<u>\$ 564,093.16</u>	Total Payroll
<u><u>\$ 1,749,470.95</u></u>	GRAND TOTAL

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

Attachments

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

01/05/2017

<b>Check</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	
99007	01/10/2017	05114	BOLTON & MENK, INC.	MW/GIS & LASERFICHE INTEGRATION	19,040.00
	01/10/2017	05114	BOLTON & MENK, INC.	PROJ 14-02 CNTY RD B TRAIL IMPRV	1,641.00
99008	01/10/2017	00211	BRAUN INTERTEC CORP.	PROJ 16-12 PROF SRVS THRU 12/09/16	4,162.00
99009	01/10/2017	03067	CRAIG RAPP LLC	LEADERSHIP DEVELOPMENT PROGRAM	1,350.00
99010	01/10/2017	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - DECEMBER	225.45
99011	01/10/2017	05353	MANSFIELD OIL CO	CONTRACT DIESEL - DECEMBER	6,172.76
99012	01/10/2017	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD LIVING,SEASONS-DEC	10,873.64
99013	01/10/2017	01409	S E H	PROJ 16-08 CH HVAC UPGRADES	3,950.72
99014	01/10/2017	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	11,855.73
	01/10/2017	01190	XCEL ENERGY	GAS UTILITY	5,813.00
99015	01/10/2017	03874	COMMERCIAL FURNITURE SERVICES	WEDGE FOR DESK KEYBOARD	78.63
99016	01/10/2017	05477	COOL AIR MECHANICAL, INC.	PROJ 16-08 CITY HALL CHILLER PMT#2	204,701.25
99017	01/10/2017	04431	EVEREST EMERGENCY VEHICLES INC	AMBULANCE REPAIRS	3,179.76
	01/10/2017	04431	EVEREST EMERGENCY VEHICLES INC	AMBULANCE REPAIRS	985.91
99018	01/10/2017	05744	JASON SOLE CONSULTING, LLC	USE OF FORCE WORKGROUP FACILITATIO	1,200.00
99019	01/10/2017	05533	KIRVIDA FIRE	REPAIRS TO BATTERY CHARGER	432.15
99020	01/10/2017	00891	M A M A	MEMBERSHIP DUES M FUNK	45.00
	01/10/2017	00891	M A M A	MEMBERSHIP DUES - M COLEMAN	45.00
99021	01/10/2017	00532	MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEE - ADD'L NOV	1,520.00
99022	01/10/2017	03069	MN AMBULANCE ASSOCIATION	MEMBERSHIP DUES	3,678.50
99023	01/10/2017	05356	NORTH SUBURBAN ACCESS CORP	VIDEOGRAPHER SRVS - NOVEMBER	961.40
	01/10/2017	05356	NORTH SUBURBAN ACCESS CORP	VIDEOGRAPHER SRVS - 10/12/16	628.00
99024	01/10/2017	05612	OMNI SITE	WIRELESS SRVS FOR LIFT STATION 14	276.00
99025	01/10/2017	05601	ALEC PEROZA	V-BALL CLINIC INSTRUCTION - FALL	240.00
99026	01/10/2017	01261	PHYSIO-CONTROL, INC.	KIT - CARRY BAGS, REAR POUCH	403.92
	01/10/2017	01261	PHYSIO-CONTROL, INC.	TEMPERATURE SENSORS	272.92
99027	01/10/2017	01340	REGIONS HOSPITAL	MEDICAL SUPPLIES	2,744.19
	01/10/2017	01340	REGIONS HOSPITAL	MEDICAL SUPPLIES	110.00
99028	01/10/2017	05773	RICHARD JOHN MILLER ARBITRATOR	ARBITRATOR FEES	3,449.00
99029	01/10/2017	05579	SOLDO CONSULTING, P.C.	HR ATTORNEY FEES	6,436.88
	01/10/2017	05579	SOLDO CONSULTING, P.C.	HR ATTORNEY FEES	2,237.36
99030	01/10/2017	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	433.63
99031	01/10/2017	01836	ST PAUL, CITY OF	RADIO MAINT & SRVS - NOVEMBER	140.00
99032	01/10/2017	01876	WHAT WORKS INC	STRATEGIC PLANNING CONSULTATION	1,757.50
					<u>301,041.30</u>

**26 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>
1/3/2017	MN State Treasurer	Drivers License/Deputy Registrar	46,587.35
1/3/2017	MN Dept of Natural Resources	DNR electronic licenses	2,697.50
1/3/2017	U.S. Treasurer	Federal Payroll Tax	104.77
1/3/2017	P.E.R.A.	P.E.R.A.	224.85
1/3/2017	MN State Treasurer	State Payroll Tax	35.11
1/4/2017	MN State Treasurer	Drivers License/Deputy Registrar	72,887.11
1/4/2017	Empower - State Plan	Deferred Compensation	27,912.00
1/5/2017	MN State Treasurer	Drivers License/Deputy Registrar	38,655.21
1/5/2017	Delta Dental	Dental Premium	2,416.43
1/6/2017	MN State Treasurer	Drivers License/Deputy Registrar	67,873.78
1/6/2017	Optum Health	DCRP & Flex plan payments	921.57
			<u><u>260,315.68</u></u>

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

01/12/2017

<b>Check</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
99033	01/10/2017	02464 US BANK	FUNDS FOR CITY HALL ATM	10,000.00
99034	01/17/2017	04137 THE EDGE MARTIAL ARTS	KARATE INSTRUCTION NOV-DEC	880.00
99035	01/17/2017	00687 HUGO'S TREE CARE INC	TREE REMOVAL BEHIND 1250 DORLAND	3,700.00
	01/17/2017	00687 HUGO'S TREE CARE INC	TREE REMOVAL 1165 STERLING	3,350.00
99036	01/17/2017	05311 WILLIE MCCRAY	BBALL OFFICIALS 01/07 & 01/08	1,644.00
99037	01/17/2017	01337 RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - DECEMBER	30,236.58
	01/17/2017	01337 RAMSEY COUNTY-PROP REC & REV	CAD SERVICES - DECEMBER	5,995.67
	01/17/2017	01337 RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEES - DECEMBER	502.32
	01/17/2017	01337 RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEES - DECEMBER	468.00
99038	01/17/2017	04502 BRADLEY REZNY	REIMB FOR TUITION 10/24 - 12/16	1,637.53
99039	01/17/2017	01497 SPRINGSTED INC	CONTINUING DISCLOSURE REPORT 2016	3,000.00
99040	01/17/2017	01574 T A SCHIFSKY & SONS, INC	TRUCK WEIGHTS FOR SALT CALIBRATION	10.00
99041	01/17/2017	04192 TRANS-MEDIC	EMS BILLING - DECEMBER	5,760.00
99042	01/17/2017	01190 XCEL ENERGY	ELECTRIC & GAS UTILITY	2,531.35
99043	01/17/2017	05761 YMCA	EMPLOYEE MEMBERSHIPS - DEC	3,887.00
99044	01/17/2017	05559 APPRIZE TECHNOLOGY SOLUTIONS	ELECT ENROLLMENT ADMIN FEE - JAN	310.00
99045	01/17/2017	03870 BASIAGO LAW OFFICE	TITLE WORK FOR HAZELWOOD & BEAM	325.00
99046	01/17/2017	03486 BUBERL BLACK DIRT INC	DISPOSAL OF LEAVES	3,975.00
99047	01/17/2017	02624 CARGILL INCORPORATED	TREATED ROAD SALT~	9,576.66
	01/17/2017	02624 CARGILL INCORPORATED	TREATED ROAD SALT~	1,937.24
99048	01/17/2017	05641 CHP MAPLEWOOD MN OWNER, LLC	TIF PMT TO DEVELOPER 2ND HALF 2016	80,683.16
99049	01/17/2017	05369 CINTAS CORPORATION #470	ULTRA CLEAN SRVS - CITY HALL/PARKS	555.96
99050	01/17/2017	05703 COMPUTER FORENSIC SERVICES	2016 SERVICES - INVOICE 2 OF 2	22,500.00
99051	01/17/2017	00341 CRAWFORD DOOR SALES OF THE TWI	REPAIR DOOR POLICE HIT	495.00
99052	01/17/2017	00003 ESCROW REFUND	ESCROW DONNAY 2238 HAZELWOOD	2,004.25
	01/17/2017	00003 ESCROW REFUND	ESCROW DONNAY 2222 HAZELWOOD	1,000.00
99053	01/17/2017	00003 ESCROW REFUND	ESCROW SMALL TOWN 1840 PROSPERITY	250.00
99054	01/17/2017	00477 ESS BROTHERS & SONS INC	STORM GRATE	186.00
99055	01/17/2017	05372 FERRELLGAS	UTILITIES FIRE TRAINING CENTER	820.28
99056	01/17/2017	05030 KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#53	4,344.07
99057	01/17/2017	05598 KELLY & LEMMONS, P.A.	PROSECUTION SERVICES - DECEMBER	11,250.00
99058	01/17/2017	03218 KLINE NISSAN	DENIED CVR - INCORRECT FEES	1,927.55
99059	01/17/2017	01083 M D R A	DUES FOR DEPUTY #149 MAPLEWOOD	545.00
99060	01/17/2017	00910 M S S A	MEMBERSHIP RENEWAL	150.00
99061	01/17/2017	01184 NORTHERN DOOR COMPANY, INC.	REPAIRS TO PARK MAINT GARAGE DOOR	1,323.93
99062	01/17/2017	00001 ONE TIME VENDOR	REFUND M KENT - TRANS MEDIC	338.16
99063	01/17/2017	00001 ONE TIME VENDOR	REFUND GYMNASTICS A HUCKBODY	37.50
99064	01/17/2017	05609 OUTDOOR LAB LANDSCAPE DESIGN	BOULEVARD PLANTINGS MAINTENANCE F	4,705.00
99065	01/17/2017	05670 PETERSON COUNSELING/CONSULTING	CONSULTING SERVICES FOR FIRE DEPT	749.22
99066	01/17/2017	00396 MN DEPT OF PUBLIC SAFETY	SRVS (CJDN) PROVIDED TO PD-4TH QTR	1,920.00
99067	01/17/2017	00396 MN DEPT OF PUBLIC SAFETY	HAZARDOUS MATERIAL STORAGE FEE	25.00
99068	01/17/2017	04201 READY WATT	MOVED SIREN #10 TO WORK HOUSE	3,880.00
99069	01/17/2017	05748 RICE LAKE CONSTRUCTION	PROJ 16-14 LIFT STATION #6 PMT #2	9,025.00
	01/17/2017	05748 RICE LAKE CONSTRUCTION	PROJ 16-14 LIFT STATION #6 FINAL PMT	2,957.50
99070	01/17/2017	03446 RICK JOHNSON DEER & BEAVER INC	DEER PICK UP - DECEMBER	145.00
99071	01/17/2017	05774 STEVE SCHEFTEL	OAK SLAB BENCH FOR NATURE CENTER	520.00
99072	01/17/2017	03616 SIBLEY COVE, LTD PARTNERSHIP	TIF PMT TO DEVELOPER 2ND HALF 2016	36,267.94
99073	01/17/2017	02467 ST PAUL LINOLEUM & CARPET CO	CARPET TILE THROUGHOUT THEATER	11,020.00
99074	01/17/2017	00198 ST PAUL REGIONAL WATER SRVS	AUTO FIRE BASE CHARGE - 2017	610.00
	01/17/2017	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	443.01
99075	01/17/2017	01550 SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - DECEMBER	4,186.00
99076	01/17/2017	05528 TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-013	429.90
	01/17/2017	05528 TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-011	408.47
99076	01/17/2017	05528 TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-004	321.12
	01/17/2017	05528 TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-002	313.38

G1, Attachments

	01/17/2017	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-005	267.36
	01/17/2017	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-001	256.50
	01/17/2017	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-003	249.56
	01/17/2017	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-012	116.90
	01/17/2017	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-010	91.29
99077	01/17/2017	02464	US BANK	PAYING AGENT FEES	450.00
	01/17/2017	02464	US BANK	PAYING AGENT FEES	425.00
99078	01/17/2017	05705	TERRI WOLD	JANITORIAL SERVICES - DECEMBER	80.00
99079	01/17/2017	05013	YALE MECHANICAL LLC	FALL HVAC MAINT - PARK MAINT	784.42
	01/17/2017	05013	YALE MECHANICAL LLC	MAINT & REPAIRS - FIRE STATION #2	479.75
	01/17/2017	05013	YALE MECHANICAL LLC	FALL HVAC MAINT - NATURE CENTER	147.03
					299,411.56

47 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>
1/9/2017	MN State Treasurer	Drivers License/Deputy Registrar	99,348.97
1/9/2017	MN Dept of Natural Resources	DNR electronic licenses	1,810.50
1/10/2017	MN State Treasurer	Drivers License/Deputy Registrar	40,721.05
1/11/2017	MN State Treasurer	Drivers License/Deputy Registrar	19,997.57
1/11/2017	Delta Dental	Dental Premium	1,266.44
1/12/2017	MN State Treasurer	Drivers License/Deputy Registrar	61,156.24
1/13/2017	MN State Treasurer	Drivers License/Deputy Registrar	51,894.96
1/13/2017	MN Dept of Natural Resources	DNR electronic licenses	755.00
1/13/2017	US Bank VISA One Card*	Purchasing card items	39,764.39
1/13/2017	Optum Health	DCRP & Flex plan payments	4,453.13
1/13/2017	ICMA (Vantagepointe)	Deferred Compensation	3,441.00
			324,609.25

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
12/29/2016	12/30/2016	WW GRAINGER	\$127.71	DAVE ADAMS
12/30/2016	01/02/2017	TAKE A NUMBER, INC	\$260.95	REGAN BEGGS
12/24/2016	12/26/2016	LYNDA.COM, INC.	\$34.99	CHAD BERGO
12/30/2016	01/02/2017	OFFICE DEPOT #1090	\$273.15	CHAD BERGO
01/04/2017	01/05/2017	PAYPAL *FANTASIA	\$428.49	CHAD BERGO
01/04/2017	01/05/2017	B&H PHOTO, 800-606-6969	\$1,070.85	CHAD BERGO
01/05/2017	01/06/2017	PAYPAL *SITEIMPROVE	\$4,050.00	CHAD BERGO
12/29/2016	12/30/2016	U OF M CONTLEARNING	\$130.00	JASON BRASH
12/31/2016	01/02/2017	INT'L CODE COUNCIL	\$138.00	JASON BRASH
12/24/2016	12/26/2016	FACEBK UXF369WFN2	\$50.01	NEIL BRENEMAN
12/31/2016	01/02/2017	FACEBK 9XU469WFN2	\$19.99	NEIL BRENEMAN
01/03/2017	01/04/2017	REG2017 MDRA RACE DIR	\$43.70	NEIL BRENEMAN
12/28/2016	12/29/2016	HENRIKSEN ACE HDWE	\$11.94	TROY BRINK
12/23/2016	12/26/2016	THE HOME DEPOT #2801	\$26.85	SCOTT CHRISTENSON
12/28/2016	12/30/2016	THE HOME DEPOT #2801	\$7.60	SCOTT CHRISTENSON
12/28/2016	12/30/2016	TWIN CITY FILTER SERVICE	\$131.37	SCOTT CHRISTENSON
12/28/2016	12/30/2016	TWIN CITY FILTER SERVICE	\$22.40	SCOTT CHRISTENSON
01/03/2017	01/04/2017	MINVALCO INC - ST. PAUL	\$289.63	SCOTT CHRISTENSON
01/03/2017	01/04/2017	VIKING ELECTRIC-CREDIT DE	\$15.18	SCOTT CHRISTENSON
01/04/2017	01/06/2017	MENARDS OAKDALE MN	\$5.04	SCOTT CHRISTENSON
01/05/2017	01/06/2017	HENRIKSEN ACE HDWE	\$28.39	SCOTT CHRISTENSON
01/04/2017	01/05/2017	MEI TOTAL ELEVATOR SOLUTI	\$1,833.90	TOM DOUGLASS
12/29/2016	12/30/2016	CAN*CANONBUSSOL CBS	\$780.77	JOHN DUCHARME
12/23/2016	12/26/2016	MENARDS MAPLEWOOD MN	\$9.95	DOUG EDGE
01/03/2017	01/05/2017	POLICE EXECUTIVE RESEARCH	\$200.00	CASSIE FISHER
12/29/2016	12/30/2016	LOFFLER COMPANIES, INC.	\$510.52	MYCHAL FOWLDS
12/30/2016	01/02/2017	ELECTRO WATCHMAN INC	\$4,765.60	MYCHAL FOWLDS
12/23/2016	12/26/2016	SHI INTERNATIONAL CORP	\$576.00	NICK FRANZEN
01/05/2017	01/06/2017	IDU*INSIGHT PUBLIC SEC	\$1,421.14	NICK FRANZEN
12/29/2016	01/02/2017	MN NURSERY LANDSCAPE AS	\$169.00	VIRGINIA GAYNOR
12/30/2016	01/02/2017	MENARDS MAPLEWOOD MN	\$16.06	CLARENCE GERVAIS
01/03/2017	01/05/2017	THE INTERNATIONAL SOCI	\$125.00	CLARENCE GERVAIS
01/04/2017	01/05/2017	DPS FIREFIGHTER LICENSING	\$75.00	CLARENCE GERVAIS
01/04/2017	01/05/2017	DPS FIREFIGHTER LICENSING	\$75.00	CLARENCE GERVAIS
12/30/2016	01/02/2017	SEARS ROEBUCK 1122	\$275.40	MARK HAAG
12/30/2016	01/02/2017	TRI-STATE BOBCAT	\$99.80	MARK HAAG
01/04/2017	01/06/2017	WW GRAINGER	\$31.20	MARK HAAG
12/27/2016	12/28/2016	HENRIKSEN ACE HDWE	(\$3.74)	TIMOTHY HOFMEISTER
12/27/2016	12/28/2016	PETSMART INC 461	\$21.95	ANN HUTCHINSON
12/28/2016	12/30/2016	WILD BIRD STORE	(\$40.96)	ANN HUTCHINSON
12/28/2016	12/30/2016	WILD BIRD STORE	\$165.99	ANN HUTCHINSON
12/28/2016	12/30/2016	WILD BIRD STORE	\$15.46	ANN HUTCHINSON
12/29/2016	12/30/2016	KNOWLAN'S MARKET #2	\$12.47	ANN HUTCHINSON
01/04/2017	01/05/2017	U OF M CONTLEARNING	\$365.00	JON JAROSCH
12/30/2016	01/02/2017	VIKING INDUSTRIAL CENTER	\$1,472.52	JOE JENSEN
01/04/2017	01/05/2017	MILLS FLEET FARM 2700	\$27.67	JOE JENSEN
12/27/2016	12/29/2016	OFFICE DEPOT #1090	\$66.93	ELIZABETH JOHNSON
12/28/2016	12/29/2016	PAYPAL *SAVE LIFE	\$400.00	KEVIN JOHNSON
12/30/2016	01/02/2017	THE UPS STORE 2171	\$76.59	JESSICA LANDEROS CRUZ
01/03/2017	01/04/2017	U OF M CONTLEARNING	\$365.00	STEVE LOVE
12/29/2016	12/30/2016	IN *EMERGENCY RESPONSE SO	\$262.65	STEVE LUKIN
12/30/2016	01/02/2017	ASPEN MILLS INC.	\$168.50	STEVE LUKIN
12/30/2016	01/02/2017	ASPEN MILLS INC.	\$180.85	STEVE LUKIN
12/30/2016	01/02/2017	IN *EMERGENCY RESPONSE SO	\$87.55	STEVE LUKIN
01/02/2017	01/02/2017	AIRGASS NORTH	\$31.24	STEVE LUKIN
01/02/2017	01/02/2017	COMCAST CABLE COMM	\$2.27	STEVE LUKIN
01/03/2017	01/04/2017	ASPEN MILLS INC.	\$702.20	STEVE LUKIN
01/04/2017	01/05/2017	ASPEN MILLS INC.	\$195.80	STEVE LUKIN
01/04/2017	01/05/2017	ASPEN MILLS INC.	\$103.60	STEVE LUKIN

12/23/2016	12/26/2016	BIZ BOOKS LLC	\$100.00	MIKE MARTIN
01/03/2017	01/04/2017	CENTURY COLLEGE-BO	\$714.00	MICHAEL MONDOR
01/05/2017	01/06/2017	IN *PEDIATRIC EMERGENCY S	\$1,475.00	MICHAEL MONDOR
12/29/2016	12/30/2016	COVERT TRACK GROUP INC	\$88.00	MICHAEL NYE
12/31/2016	01/02/2017	AMAZON.COM	\$40.65	MICHAEL NYE
12/27/2016	12/29/2016	OFFICEMAX/OFFICE DEPOT616	\$106.47	ELLEN PAULSETH
12/28/2016	12/30/2016	OFFICEMAX/OFFICE DEPOT616	\$27.98	ELLEN PAULSETH
01/04/2017	01/06/2017	GOVERNMENT FINANCE	\$380.00	ELLEN PAULSETH
12/30/2016	01/02/2017	THE HOME DEPOT #2801	\$11.38	ROBERT PETERSON
12/21/2016	12/28/2016	FORCE AMERICA DISTRIBUTIN	(\$2.03)	STEVEN PRIEM
12/22/2016	12/26/2016	METRO PRODUCTS INC	\$318.67	STEVEN PRIEM
12/22/2016	12/26/2016	ZIEGLER INC COLUMBUS	\$68.36	STEVEN PRIEM
12/23/2016	12/26/2016	LITTLE FALLS MACHINE INC	\$270.48	STEVEN PRIEM
12/27/2016	12/28/2016	AUTO PLUS-LITTLE CANADA	\$197.40	STEVEN PRIEM
12/27/2016	12/28/2016	TRUCK UTILITIES INC ST PA	\$120.04	STEVEN PRIEM
12/28/2016	12/29/2016	KATH FUEL OFFICE	\$211.92	STEVEN PRIEM
12/29/2016	12/30/2016	PROFESSIONAL WIRELESS	\$55.00	STEVEN PRIEM
12/30/2016	01/02/2017	KATH FUEL OFFICE	\$292.65	STEVEN PRIEM
12/30/2016	01/02/2017	FACTORY MOTOR PARTS #19	\$71.71	STEVEN PRIEM
12/30/2016	01/02/2017	AUTO PLUS-LITTLE CANADA	\$40.62	STEVEN PRIEM
12/30/2016	01/02/2017	TRANSPORTATION SUPPLIES I	\$935.72	STEVEN PRIEM
12/30/2016	01/02/2017	NORTHERN TOOL+EQUIP	\$130.77	STEVEN PRIEM
01/03/2017	01/04/2017	WINTER EQUIPMENT CO	\$1,678.50	STEVEN PRIEM
01/04/2017	01/05/2017	TOWMASTER	\$74.15	STEVEN PRIEM
01/04/2017	01/05/2017	FASTENAL COMPANY01	\$29.84	STEVEN PRIEM
01/04/2017	01/05/2017	IN *NAAB SALES CORPORATIO	\$117.00	STEVEN PRIEM
01/04/2017	01/05/2017	AN FORD WHITE BEAR LAK	\$343.20	STEVEN PRIEM
01/04/2017	01/05/2017	TARPS INC	\$112.85	STEVEN PRIEM
01/04/2017	01/06/2017	TURFWERKS EAGAN	\$74.67	STEVEN PRIEM
01/05/2017	01/06/2017	FACTORY MOTOR PARTS #19	\$41.33	STEVEN PRIEM
01/05/2017	01/06/2017	FACTORY MTR PTS #1	\$340.20	STEVEN PRIEM
01/05/2017	01/06/2017	AUTO PLUS-LITTLE CANADA	\$77.95	STEVEN PRIEM
12/30/2016	01/02/2017	DALCO ENTERPRISES	\$85.61	KELLY PRINS
01/05/2017	01/06/2017	VIKING ELECTRIC-CREDIT DE	\$147.02	KELLY PRINS
12/23/2016	12/26/2016	USPS PO 2683560024	\$6.47	JOSEPH RUEB
12/29/2016	01/02/2017	HOULE S FARM, GARDEN & PE	\$37.00	RICK RUIZ
12/22/2016	12/26/2016	HEJNY RENTAL INC	\$103.54	ROBERT RUNNING
12/29/2016	12/30/2016	LILLIE SUBURBAN NEWSPAPER	\$145.00	DEB SCHMIDT
01/04/2017	01/05/2017	LILLIE SUBURBAN NEWSPAPER	\$463.65	DEB SCHMIDT
12/30/2016	01/02/2017	DELTA AIR 0062367063510	\$444.20	PAUL SCHNELL
12/22/2016	12/26/2016	ON SITE SANITATION INC	\$18.64	SCOTT SCHULTZ
12/30/2016	01/02/2017	ON SITE SANITATION INC	\$58.00	SCOTT SCHULTZ
01/01/2017	01/03/2017	SPOK INC	\$28.91	SCOTT SCHULTZ
01/01/2017	01/02/2017	SQ *RADIO1033, LLC	\$420.00	MICHAEL SHORTREED
01/03/2017	01/04/2017	UNIFORMS UNLIMITED INC.	\$3,928.59	MICHAEL SHORTREED
01/04/2017	01/04/2017	INT'L CODE COUNCIL	\$138.00	DAVID SWAN
01/03/2017	01/04/2017	UNIFORMS UNLIMITED INC.	\$127.89	PAUL THIENES
01/03/2017	01/04/2017	U OF M CONTLEARNING	\$365.00	MICHAEL THOMPSON
12/23/2016	12/26/2016	OFFICE DEPOT #1090	\$128.88	KAREN WACHAL
12/23/2016	12/26/2016	OFFICE DEPOT #1090	\$23.30	KAREN WACHAL
12/27/2016	12/29/2016	OFFICE DEPOT #1090	(\$48.99)	KAREN WACHAL
01/04/2017	01/06/2017	OFFICEMAX/OFFICE DEPOT	\$9.58	KAREN WACHAL
01/03/2017	01/04/2017	DISCOUNT STEEL -MN	\$141.53	JEFF WILBER
01/04/2017	01/05/2017	DISCOUNT STEEL -MN	\$549.15	JEFF WILBER
12/29/2016	12/29/2016	ULINE *SHIP SUPPLIES	\$88.82	TAMMY WYLIE
01/05/2017	01/06/2017	BCA TRAINING EDUCATION	\$1,000.00	TAMMY WYLIE

\$39,764.39

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>
	01/13/17	ABRAMS, MARYLEE	456.30	
	01/13/17	JUENEMANN, KATHLEEN	456.30	
	01/13/17	SLAWIK, NORA	518.43	
	01/13/17	SMITH, BRYAN	456.30	
	01/13/17	XIONG, TOU	456.30	
	01/13/17	COLEMAN, MELINDA	6,530.98	
	01/13/17	FUNK, MICHAEL	5,384.10	
	01/13/17	KNUTSON, LOIS	2,579.60	
	01/13/17	CHRISTENSON, SCOTT	2,505.51	
	01/13/17	JAHN, DAVID	2,371.76	
	01/13/17	PRINS, KELLY	2,414.24	
	01/13/17	HERZOG, LINDSAY	1,376.78	
	01/13/17	RAMEAUX, THERESE	3,381.91	
	01/13/17	OSWALD, BRENDA	2,319.79	
	01/13/17	PAULSETH, ELLEN	4,694.56	
	01/13/17	ANDERSON, CAROLE	1,269.87	
	01/13/17	DEBILZAN, JUDY	2,327.39	
	01/13/17	RUEB, JOSEPH	3,416.50	
	01/13/17	ARNOLD, AJLA	1,623.63	
	01/13/17	BEGGS, REGAN	1,910.40	
	01/13/17	EVANS, CHRISTINE	2,082.59	
	01/13/17	HAAG, KAREN	39,034.52	36,728.12
	01/13/17	SCHMIDT, DEBORAH	3,346.37	
	01/13/17	SINDT, ANDREA	2,987.07	
	01/13/17	CRAWFORD, LEIGH	2,043.39	
	01/13/17	LARSON, MICHELLE	2,082.61	
	01/13/17	MOY, PAMELA	1,667.91	
	01/13/17	OSTER, ANDREA	2,146.53	
	01/13/17	RICHTER, CHARLENE	1,822.43	
	01/13/17	VITT, SANDRA	1,167.47	
	01/13/17	WEAVER, KRISTINE	2,584.10	
	01/13/17	BERG, TERESA	350.00	
	01/13/17	CORCORAN, THERESA	2,084.89	
	01/13/17	HENDRICKS, JENNIFER	1,598.40	
	01/13/17	KVAM, DAVID	4,641.47	
	01/13/17	SCHNELL, PAUL	5,379.15	
	01/13/17	SHEA, STEPHANIE	1,721.00	
	01/13/17	SHORTREED, MICHAEL	4,511.95	
	01/13/17	WYLIE, TAMMY	1,926.59	
	01/13/17	ABEL, CLINT	3,224.58	
	01/13/17	ALDRIDGE, MARK	3,843.48	
	01/13/17	BAKKE, LONN	3,488.96	
	01/13/17	BARTZ, PAUL	4,094.66	
	01/13/17	BELDE, STANLEY	3,488.96	
	01/13/17	BENJAMIN, MARKESE	3,606.40	
	01/13/17	BIERDEMAN, BRIAN	4,799.32	
	01/13/17	BUSACK, DANIEL	4,664.02	
	01/13/17	CARNES, JOHN	397.40	
	01/13/17	CROTTY, KERRY	4,251.22	
	01/13/17	DEMULLING, JOSEPH	3,625.80	
	01/13/17	DUGAS, MICHAEL	4,805.97	
	01/13/17	ERICKSON, VIRGINIA	3,313.02	

01/13/17	FISHER, CASSANDRA	2,785.62
01/13/17	FORSYTHE, MARCUS	3,095.79
01/13/17	FRITZE, DEREK	3,336.02
01/13/17	GABRIEL, ANTHONY	3,442.49
01/13/17	HAWKINSON JR, TIMOTHY	3,174.83
01/13/17	HER, PHENG	3,373.54
01/13/17	HIEBERT, STEVEN	3,505.27
01/13/17	HOEMKE, MICHAEL	385.28
01/13/17	HOFMEISTER, TIMOTHY	372.00
01/13/17	JAMES JR, JUSTIN	464.00
01/13/17	JOHNSON, KEVIN	4,884.32
01/13/17	KONG, TOMMY	3,546.69
01/13/17	KREKELER, NICHOLAS	958.07
01/13/17	KROLL, BRETT	3,620.78
01/13/17	LANDEROS CRUZ, JESSICA	464.00
01/13/17	LANGNER, SCOTT	3,224.58
01/13/17	LANGNER, TODD	4,110.93
01/13/17	LYNCH, KATHERINE	3,319.29
01/13/17	MARINO, JASON	3,462.70
01/13/17	MCCARTY, GLEN	3,609.57
01/13/17	METRY, ALESIA	3,863.65
01/13/17	MICHELETTI, BRIAN	3,235.10
01/13/17	MOE, AEH BEL	464.00
01/13/17	MULVIHILL, MARIA	3,177.59
01/13/17	NYE, MICHAEL	4,913.03
01/13/17	OLDING, PARKER	3,310.26
01/13/17	OLSON, JULIE	3,459.48
01/13/17	PARKER, JAMES	3,271.73
01/13/17	PETERSON, JARED	2,401.25
01/13/17	REZNY, BRADLEY	3,843.72
01/13/17	SLATER, BENJAMIN	3,692.55
01/13/17	STARKEY, ROBERT	2,528.33
01/13/17	STEINER, JOSEPH	4,345.54
01/13/17	SYPNIEWSKI, WILLIAM	3,276.51
01/13/17	TAUZELL, BRIAN	3,153.19
01/13/17	THIENES, PAUL	4,591.86
01/13/17	VANG, PAM	2,401.25
01/13/17	WENZEL, JAY	3,520.80
01/13/17	XIONG, KAO	3,660.40
01/13/17	XIONG, TUOYER	464.00
01/13/17	ZAPPA, ANDREW	3,288.47
01/13/17	ANDERSON, BRIAN	159.00
01/13/17	BAHL, DAVID	220.30
01/13/17	BASSETT, BRENT	318.01
01/13/17	BAUMAN, ANDREW	3,969.53
01/13/17	BEITLER, NATHAN	110.00
01/13/17	BOURQUIN, RON	35.33
01/13/17	CAPISTRANT, JOHN	185.40
01/13/17	COREY, ROBERT	344.50
01/13/17	CRAWFORD - JR, RAYMOND	3,766.41
01/13/17	CRUMMY, CHARLES	183.00
01/13/17	DABRUZZI, THOMAS	3,601.39
01/13/17	DAWSON, RICHARD	4,480.70
01/13/17	EVERSON, PAUL	4,901.02
01/13/17	HAGEN, MICHAEL	636.01
01/13/17	HALWEG, JODI	3,567.47
01/13/17	HAWTHORNE, ROCHELLE	3,826.47
01/13/17	HUTCHINSON, JAMES	185.40
01/13/17	IMM, TRACY	876.14
01/13/17	JANSEN, CHAD	79.51
01/13/17	KANE, ROBERT	370.80
01/13/17	KARRAS, JAMIE	342.00
01/13/17	KERSKA, JOSEPH	344.51

01/13/17	KONDER, RONALD	477.00	
01/13/17	KUBAT, ERIC	3,876.18	
01/13/17	LANDER, CHARLES	4,007.36	
01/13/17	LINDER, TIMOTHY	3,667.84	
01/13/17	LOCHEN, MICHAEL	1,154.28	
01/13/17	MERKATORIS, BRETT	318.01	
01/13/17	MONDOR, MICHAEL	4,480.47	
01/13/17	MORGAN, JEFFERY	233.60	
01/13/17	NIELSEN, KENNETH	386.25	
01/13/17	NOVAK, JEROME	4,480.70	
01/13/17	NOWICKI, PAUL	13.25	
01/13/17	O'GARA, GEORGE	159.00	
01/13/17	OPHEIM, JOHN	556.20	
01/13/17	PACHECO, ALPHONSE	508.89	
01/13/17	PETERSON, ROBERT	4,328.86	
01/13/17	POWERS, KENNETH	3,948.21	
01/13/17	RAINEY, JAMES	800.41	
01/13/17	RANGEL, DERRICK	26.50	
01/13/17	RODRIGUEZ, ROBERTO	3,045.71	
01/13/17	SEDLACEK, JEFFREY	4,390.22	
01/13/17	STREFF, MICHAEL	4,360.88	
01/13/17	SVENDSEN, RONALD	6,085.50	
01/13/17	ZAPPA, ERIC	2,837.92	
01/13/17	GERVAIS-JR, CLARENCE	4,367.89	
01/13/17	LO, CHING	1,139.17	
01/13/17	LUKIN, STEVEN	5,088.01	
01/13/17	CORTESI, LUANNE	2,082.59	
01/13/17	BRINK, TROY	3,132.66	
01/13/17	BUCKLEY, BRENT	3,415.79	
01/13/17	DOUGLASS, TOM	2,013.39	
01/13/17	EDGE, DOUGLAS	2,821.06	
01/13/17	JONES, DONALD	2,845.75	
01/13/17	MEISSNER, BRENT	2,843.45	
01/13/17	NAGEL, BRYAN	4,045.40	
01/13/17	OSWALD, ERICK	2,858.06	
01/13/17	RUIZ, RICARDO	2,438.46	
01/13/17	RUNNING, ROBERT	3,354.28	81.81
01/13/17	TEVLIN, TODD	2,845.75	
01/13/17	BURLINGAME, NATHAN	2,744.00	
01/13/17	DUCHARME, JOHN	3,003.92	
01/13/17	ENGSTROM, ANDREW	3,024.49	
01/13/17	JAROSCH, JONATHAN	3,608.47	
01/13/17	LINDBLOM, RANDAL	3,003.91	
01/13/17	LOVE, STEVEN	4,250.60	
01/13/17	THOMPSON, MICHAEL	5,479.50	
01/13/17	ZIEMAN, SCOTT	392.00	
01/13/17	JANASZAK, MEGHAN	2,105.79	
01/13/17	HAMRE, MILES	2,102.40	
01/13/17	HAYS, TAMARA	2,054.49	
01/13/17	HINNENKAMP, GARY	2,586.40	
01/13/17	NAUGHTON, JOHN	2,372.00	
01/13/17	NORDQUIST, RICHARD	2,356.80	
01/13/17	ORE, JORDAN	2,054.49	
01/13/17	BIESANZ, OAKLEY	2,308.85	193.08
01/13/17	GERNES, CAROLE	1,812.25	215.29
01/13/17	HUTCHINSON, ANN	3,171.45	240.56
01/13/17	WACHAL, KAREN	1,273.71	29.70
01/13/17	GAYNOR, VIRGINIA	4,177.22	593.79
01/13/17	JOHNSON, ELIZABETH	1,774.59	
01/13/17	KONEWKO, DUWAYNE	5,242.36	
01/13/17	KROLL, LISA	2,108.89	
01/13/17	FINWALL, SHANN	3,514.99	
01/13/17	MARTIN, MICHAEL	3,609.86	

	01/13/17	BRASH, JASON	3,321.59	
	01/13/17	SWAN, DAVID	3,206.51	150.00
	01/13/17	SWANSON, CHRIS	2,108.19	
	01/13/17	WEIDNER, JAMES	2,383.39	
	01/13/17	WELLENS, MOLLY	1,899.21	
	01/13/17	BJORK, BRANDON	227.13	
	01/13/17	BRENEMAN, NEIL	2,610.16	
	01/13/17	CHUHEL, BRADY	114.00	
	01/13/17	ETTER, LAURA	45.00	
	01/13/17	GORACKI, GERALD	138.25	
	01/13/17	JORGENSEN, SETH	66.50	
	01/13/17	LESNICK, JACOB	142.50	
	01/13/17	LO, SATHOE	114.00	
	01/13/17	MCKANE, COLLIN	171.00	
	01/13/17	NEUMANN, BRAD	57.00	
	01/13/17	ROBBINS, AUDRA	3,677.59	
	01/13/17	ROBBINS, CAMDEN	201.25	
	01/13/17	ROBERTS, AURORA	28.00	
	01/13/17	SMITHSON, JONAH	28.50	
	01/13/17	VAN PATTEN, MICHAEL	15.00	
	01/13/17	WHITE, LINDA	57.00	
	01/13/17	WILLIAMS III, WALLACE	32.50	
	01/13/17	BERGO, CHAD	3,654.62	242.07
	01/13/17	FAIRBANKS, GEORGE	3,320.80	
	01/13/17	ADAMS, DAVID	2,411.64	
	01/13/17	HAAG, MARK	2,611.59	
	01/13/17	JENSEN, JOSEPH	1,960.09	
	01/13/17	SCHULTZ, SCOTT	4,002.21	
	01/13/17	WILBER, JEFFREY	2,036.99	
	01/13/17	WISTL, MOLLY	479.25	
	01/13/17	PRIEM, STEVEN	3,166.30	500.00
	01/13/17	WOEHRLE, MATTHEW	3,028.38	
	01/13/17	XIONG, BOON	2,007.29	
	01/13/17	FOWLDS, MYCHAL	4,419.45	
	01/13/17	FRANZEN, NICHOLAS	3,514.26	72.90
	01/13/17	GERONSIN, ALEXANDER	2,180.57	17.06
	01/13/17	RENNER, MICHAEL	2,127.78	
99102514	01/13/17	DIEZ, ANTONIO	120.00	
99102515	01/13/17	VANG, DONNA	30.00	
99102516	01/13/17	WAGNER, ERIC	43.50	
			563,061.63	

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Ellen Paulseth, Finance Director  
**DATE:** January 23, 2017  
**SUBJECT:** Approval of 2016 Carryovers, Transfers and Budget Adjustments

**2016 Carryovers**

It has been past practice to permit the carryover from one year to the next of unspent monies for specific purposes. This involves reductions in the 2016 Budget and corresponding increases in the 2017 Budget. The Finance Director has determined that the following is eligible for carryover.

Fund	Amount	Account No.	Year	For
General Fund	(\$20,000)	101-404-4160	2016	Fire Equipment
General Fund	(\$12,200)	101-404-4240	2016	Fire Uniforms
General Fund	\$25,000	101-404-4160	2017	Fire Equipment
General Fund	\$7,200	101-404-4240	2017	Fire Uniforms
MCC Fund	(\$16,000)	602-614-000-4410	2016	Theatre
MCC Fund	\$16,000	602-614-000-4410	2017	Theatre

**2016 Transfers**

The following transfers have been approved through previous council action, are in the 2016 budget, or are housekeeping in nature. Exact amounts were not all identified at the time of approval. Therefore we are requesting final approval for transfers to be effective 12/31/2016:

From Fund	To Fund	Amount	For
Legacy Village Tax Abatement Fund 431	GO Tax Abatement 2014B Debt Service Fund 370	\$373,962.72	Close Fund to Debt Service
General Fund 101	Taste of Maplewood 220	\$ 74.17	Expenses
General Fund 101	Police Expansion Fund 442	\$ 2,040.19	Close Fund
Storm 11-19 Fund 444	English/36 Project Fund 595	\$131,645.24	Close Fund
Wicklanders Pond Fund 450	English/36 Project Fund 595	\$ 36,835.47	Close Fund
Cable Fund 222	General Fund	\$281,182.00	Franchise Fees

**2016 Budget Adjustments**

This will establish a budget for the newly formed Cable Fund for 2016, recognize that franchise fees were not deposited in the General Fund in 2016, and replace the franchise fee revenue with a one-time transfer from the Cable Fund (less \$18,258 for expenses moved from the General Fund).

Fund	Account	Original	Amended	Purpose
General Fund	101-000-000-3031	\$ 299,440	-0-	Franchise Fees
General Fund	101-999-000-3999	-0-	\$ 281,182	Cable Transfer
Cable Fund	222-000-000-3031	-0-	\$ 432,000	Franchise Fees
Cable Fund	222-000-000-3031	-0-	\$ 394,000	PEG Fees
Cable Fund	222-000-000-4010	-0-	\$ 70,000	Wages
Cable Fund	222-000-000-4011	-0-	\$ 4,000	Overtime
Cable Fund	222-000-000-4110	-0-	\$ 1,000	Supplies
Cable Fund	222-000-000-4160	-0-	\$ 13,000	Equipment
Cable Fund	222-000-501-4220	-0-	\$ 7,500	Signs
Cable Fund	222-000-000-4310	-0-	\$ 500	Telephone
Cable Fund	222-000-000-4380	-0-	\$ 3,000	Memberships
Cable Fund	222-000-000-4400	-0-	\$ 100	Travel and Training
Cable Fund	222-000-501-4430	-0-	\$ 400	Repairs & Maintenance
Cable Fund	222-000-000-4480	-0-	\$ 45,000	Services
Cable Fund	222-000-000-4930	-0-	\$ 100	Investment Fees

**Budget Impact**

None. The budget adjustments have been factored into our year end projections and transferring money between funds has no financial impact on the city.

**Recommendation**

It is recommended that the City Council approve the carryover requests listed above and authorize the Finance Director to reduce the 2017 budget as needed for any carryover amount that is not used for its specified purpose during the year. It is also recommended that the Council authorize the Finance Director to make the entries necessary to account for the transfers and direct the Finance Director to make the budget adjustments necessary to complete the transactions noted above.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Chris Swanson, Environmental and City Code Specialist

**DATE:** January 4, 2017

**SUBJECT:** Approval of a Professional Service Agreement (PSA) Between the City of Maplewood and Ramsey County for a Standalone Organics Drop Off Site

**Introduction**

The Ramsey Washington Energy Board has tasked Ramsey County to work with public entities for the purpose of creating and implementing innovative programs to initiate organic management programs and expand public space recycling. To further this, Ramsey County Public Health is looking for another location for a county organics drop off site. County officials believe that Maplewood would be a good location for a site.

**Background**

Maplewood's 2016 Ramsey County Recycling Work Plan and the 2016 Trash Work Plan with Republic Services requires the City to explore options for organics collection for residents. The City's curbside solid waste program currently includes residential recycling and trash collection only. City Staff looked at the options of a curbside organics collection pilot but found the infrastructure is somewhat lacking in the metro so other options were explored.

Ramsey County has been operating 6 drop off organics sites for residents at their yard waste sites and recently opened a standalone site in the Como Neighborhood of Saint Paul. The County has been looking to expand the number of residential organics sites in the metro. With the rollout of organics collection to all city buildings, staff feels that Maplewood would make a good addition to their drop off program. Because of the new organics program in city buildings, many visitors to the city hall campus already have significant knowledge of organics collection. After discussion with county staff it was determined that this would be the best next step for organics collection in the area.

**Discussion**

City staff is proposing to enter into an agreement with the County to cover the cost for construction of a standalone dumpster enclosure, landscaping around the site, and organics service. The new site would offer a 24/7 drop off option to all county residents. By entering into the PSA for the drop off organics site, the city will provide city and county residents additional resources for responsible waste management.

Included in the design of the drop off enclosure will be organics collection signage for users. The County will contract with a commercial organics hauler for the waste pickup at no cost to the city. There is a site similar in proposed construction and use in the Macalester-Groveland neighborhood, and a newly constructed enclosure in the Como Neighborhood.

The site location is not finalized, but staff is proposing the structure be constructed in the southern parking lot of the Maplewood Community Center. This will provide significant visibility and access for users. The enclosure will be of cedar fencing and will have tasteful signage and landscaping around the structure.

### **Budget Impact**

Once the contract is finalized, the city will get bids for the construction of the dumpster enclosure and installation of landscaping. The county will cover these costs up to \$5,000. No matching funds are required for the project. There will be some in-kind cost (lawn mowing, planting maintenance etc.) associated with the management and maintenance of the drop off site but future budget impacts are minimal.

### **Recommendation**

It is recommended that the City Council enter into a PSA with Ramsey County for a drop off organics collection site.

### **Attachments**

1. Professional Service Agreement With Ramsey County for Standalone Organics Site

## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health (SPRCPH), 555 Cedar Street, Saint Paul, Minnesota, 55101 ("County") and City of Maplewood, 1830 County Road B East, Maplewood, Minnesota, 55109, registered as a Local Government in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The term of this Agreement shall be from January 17, 2016 through January 16, 2018 and may not be renewed.

### 2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

#### 2.1.

The Contractor shall construct a Source Separated Organics (SSO) collection site. The location will serve as a public drop off location for residential SSO and be available free of charge to all Ramsey County residents. The site will operate in accordance with State and local laws, rules and ordinances.

Responsibilities for providing for the site, monitoring performance, and promoting the site are as follows:

##### 1. Siting and Design:

- a. The Contractor will work with SPRCPH to identify a SSO collection site location.
- b. The Contractor and SPRCPH will agree on a final location prior to construction. Considerations for siting will include, but not be limited to:
  - 1) Compatibility with local zoning and permitting.
  - 2) Accessibility to residents and the SSO hauler.
  - 3) Security
    - a) Visibility
    - b) Lighting
  - 4) Surfacing (hard surface required).
  - 5) Ability to accommodate traffic.
  - 6) Available parking.
  - 7) Screening, either manmade or natural.
  - 8) Compatibility with existing city services/operations.
- c. The Contractor and SPRCPH will agree on a final design prior to construction.
- d. The Contractor will be responsible for development of final design plans.

##### 2. Construction and Maintenance:

- a. The Contractor will procure and oversee construction of the collection site.
- b. The Contractor will make direct payment to site construction contractor(s) following build completion. SPRCPH will reimburse the Contractor for initial construction costs only.
- c. The Contractor will be responsible for ongoing maintenance costs of the collection site, excluding damage done by the County's hauling contractor to the enclosure or surrounding area. The contractor(s) shall be responsible for damages incurred in the performance of their respective contract.

3. Signs:
  - a. SPRCPH and the Contractor will agree on a final design for collection site signs including directional signs.
  - b. SPRCPH will develop and pay for collection site signage including directional signs.
  - c. The Contractor will install collection site signage and directional signs.
4. Compostable Bags:
  - a. SPRCPH will purchase and provide the Contractor with compostable bags that meet ASTM D6400 standards and are certified by the Biodegradable Products Institute (BPI).
  - b. The Contractor will provide at least one distribution site for compostable bags. Compostable bags will be available free of charge to Ramsey County residents.
5. Promotion:
  - a. SPRCPH will actively promote the SSO collection site to Ramsey County residents utilizing current County recycling and campaign messages and resources.
  - b. The Contractor will promote the SSO collection site locally.
6. SSO Hauling:
  - a. SPRCPH will procure and pay for SSO hauling from the collection site.
  - b. The Contractor will monitor site capacity and hauling and inform SPRCPH of any issues such as missed service on the collection container(s) or need for added capacity or increase in the hauling service interval.
  - c. SPRCPH will coordinate SSO hauling services and directly address any issues with the SSO hauling vendor.
7. Designated Employees:
  - a. SPRCPH and the Contractor will assign one or more persons to serve as direct contact(s) for the SSO collection site. These individuals will coordinate efforts in the siting, development, and ongoing maintenance of the SSO collection site. These employees shall assure the site operates effectively and operates in conformance with all applicable laws, rules and ordinances.
8. Administration:
  - a. SPRCPH will keep ongoing record of:
    - 1) SSO hauling costs.
    - 2) Weight of SSO collected as reported by vendor on invoices.

**2.2.**

Services shall be provided at a site selected and owned by the City of Maplewood. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

**2.3.**

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

**2.4.**

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

**2.5.**

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

**3. Schedule**

The Contractor shall provide services no later than September 30, 2017.

**4. Cost**

**4.1.**

The County shall pay the Contractor a not to exceed amount of \$ 5,000 over the life of the contract according to the agreed to rates.

**4.2.**

The County shall pay the Contractor the following unit rates:  
The County will pay the Contractor for the initial costs of the construction of the SSO only, including all labor and materials costs, up to a maximum not to exceed amount of \$5,000.

**5. General Contract/Agreement Terms and Conditions**

**5.1. Payment**

**5.1.1.**

No payment will be made until the invoice has been approved by the County.

**5.2. Application for Payments**

**5.2.1.**

The Contractor may not submit invoices more than once a month.

**5.2.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

**5.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

**5.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

**5.2.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

**5.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the

subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

### **5.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the County.

### **5.4. Successors, Subcontracting and Assignment**

#### **5.4.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants, contracts and obligations contained in this Agreement.

#### **5.4.2.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

### **5.5. Compliance With Legal Requirements**

#### **5.5.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

#### **5.5.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

### **5.6. Data Practices**

#### **5.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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.

#### **5.6.2.**

The Contractor designates Chris Swanson as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02

Subdivision 06, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

**5.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

**5.7. Security**

**5.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

**5.7.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**5.7.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**5.7.4.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

**5.7.5.**

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

**5.8. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**5.9. Contractor's Insurance**

**5.9.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**5.9.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

**5.9.3.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

**5.9.4.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

**5.9.5.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**5.9.6.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**5.9.7.**

Except as set forth in this section, either the Contractor or its insurer shall provide the County with prior notice of any lapse in the insurance required under this Agreement, including cancellation, non-renewal or material change in coverage. However, if

Contractor is providing services to clients, customers, patients or inmates on behalf of the County, Contractor shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minnesota Statutes Section 60A.36, Sub 2a, and Contractor's certificate of insurance shall indicate that its insurer will provide such notice.

**5.9.8.**

Nothing in the Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**5.9.9.**

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**5.10. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**5.11. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Jean Yeager, Contract Manager, Saint Paul – Ramsey County Public Health, 555 Cedar Street, Saint Paul, Minnesota, 55101

**Contractor:**

Chris Swanson, Natural Resources, Environmental and City Code Specialist, City of Maplewood, 1902 County Road B East, Maplewood, Minnesota, 55109

**5.12. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**5.13. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**5.14. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it

is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

### **5.15. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

### **5.16. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

### **5.17. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

### **5.18. Termination**

#### **5.18.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

#### **5.18.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

#### **5.18.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

## **5.19. Interpretation of Agreement; Venue**

### **5.19.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

### **5.19.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

## **5.20. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

## **5.21. Infringement**

### **5.21.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

### **5.21.2.**

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the County in conjunction with the license or use of the materials, reports, documents, data, or documentation.

## **5.22. Debarment and Suspension**

When Ramsey County is using federal funds for a purchase of \$25,000 or over, the federal government prohibits the County from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

## 6. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [JobConnect@co.ramsey.mn.us](mailto:JobConnect@co.ramsey.mn.us) or call 651-779-5652.

## 7. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

## 8. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Terrie Rameaux, Human Resource Coordinator  
**DATE:** January 12, 2017  
**SUBJECT:** Approval of 2017 Master Group Contract between City of Maplewood and Medica Insurance Company

**Introduction/Background**

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

**Budget Impact**

N/A

**Recommendation**

It is recommended that the Master Group Contract with Medica Insurance Company for 2017 be approved.

**Attachment**

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

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

**MEDICA INSURANCE COMPANY (“MEDICA”)  
MASTER GROUP CONTRACT**

**ARTICLE 1  
INTRODUCTION**

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

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

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

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

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

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

**ARTICLE 2  
TERM OF CONTRACT**

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

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

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

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

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

**Section 2.3 Notice of Termination.**

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

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

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

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

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

### **ARTICLE 3 ENROLLMENT AND ELIGIBILITY**

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

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

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

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

Medica shall have no responsibility for:

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

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

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

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

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

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

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

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

#### **ARTICLE 5 PREMIUMS**

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

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

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

Employer shall notify Medica in writing:

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

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

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

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

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

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

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

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

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

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

- (a) General Obligation. In accordance with the Patient Protection and Affordable Care Act ("PPACA"), Medica is obligated to provide a premium rebate to Employer if Medica's medical loss ratio ("MLR") for the group market applicable to Employer's coverage does not meet or exceed the minimum percentage required by PPACA for such group market. PPACA requires Medica to make such determinations on a calendar year basis, regardless of the Effective Date and Expiration Date of this Contract. For purposes of this Section 5.7, "medical loss ratio" shall be defined in accordance with PPACA and the group market size applicable to Employer's coverage shall be determined in accordance with PPACA's MLR provisions and applicable state law and requirements.

- (b) **Rebate Determinations and Remittances.** Medica agrees to determine whether such rebates are owed under this Contract and, if applicable, remit such rebates to Employer within the timeframe required by applicable law. Notwithstanding the foregoing, in the event that Employer's group health plan has been terminated at the time rebate payment is due and, despite reasonable efforts, Medica is unable to locate Employer, Medica will distribute the entire rebate to Subscribers, in accordance with applicable law.
- (c) **Form of Rebates.** Medica may, in its sole discretion, elect to provide any such rebates owed in the form of a premium credit, a lump-sum check, or a lump-sum credit to the account used to pay the premium.
- (d) **Employer's Responsibility Concerning Rebates.** Employer agrees that it is Employer's responsibility to determine how to treat any rebate funds remitted to Employer by Medica in accordance with applicable law, including but not limited to 45 C.F.R. §158.242 and ERISA requirements. Additionally, in no way limiting the foregoing, if Employer's group health plan is not a governmental plan and is not subject to ERISA, Employer agrees that Employer shall use the amount of any rebate that is proportionate to the total amount of premium paid by all Subscribers for the coverage in a manner that benefits Subscribers and is specifically provided in 45 C.F.R. §158.242(b)(1) and (2).

## **ARTICLE 6 INDEMNIFICATION**

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

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

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

## **ARTICLE 7 ADMINISTRATIVE SERVICES**

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

## **ARTICLE 8 CLERICAL ERROR**

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

## **ARTICLE 9 ERISA**

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

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

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

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

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

## **ARTICLE 10 DATA OWNERSHIP AND USE**

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

## **ARTICLE 11 CONTINUATION OF COVERAGE**

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

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

## **ARTICLE 12 SUMMARY OF BENEFITS AND COVERAGE**

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

**ARTICLE 13  
NONDISCRIMINATION AND EMPLOYER SHARED RESPONSIBILITY**

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

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

**ARTICLE 14  
AMENDMENTS AND ALTERATIONS**

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

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

## **ARTICLE 15 ASSIGNMENT**

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

## **ARTICLE 16 DISPUTE RESOLUTION**

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

## **ARTICLE 17 PROVISIONS ON CERTAIN DEFENSES**

All statements made by Employer shall, in the absence of fraud, be deemed representations and not warranties. No statement made by Employer shall be used in defense to a claim under the Contract unless such statement is in writing.

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

## **ARTICLE 18 RELATIONSHIPS**

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

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

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

## **ARTICLE 19 EMPLOYER RECORDS**

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

Unless Employer provides the appropriate written assurances required by 45 CFR 164.504, Medica will only provide Employer with summary health information (for the purposes of

obtaining premium bids or for modifying, amending, or terminating the group health plan only) and information on whether individuals are participating in the group health plan, or is enrolled in or has disenrolled from the health plan as provided in 45 CFR 164.504 (f)(1) and the minimum necessary information for purposes of auditing Medica's operations or services.

## **ARTICLE 20 NOTICE**

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

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

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

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

## **ARTICLE 21 COMMON LAW**

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

**ACCEPTANCE OF CONTRACT**

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

IN WITNESS WHEREOF, Medica has caused this Contract to be executed on January 3, 2017, to take effect on the Effective Date stated in Exhibit 1 to this Contract.

**MEDICA INSURANCE COMPANY**

**EMPLOYER**

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

City of Maplewood

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

Address:  
1830 County Road B East  
Maplewood, MN 55109

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

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

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

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

**By:**



**Paul R. Crowley**

Vice President and General Manager,  
Client Retention and Growth

**By:**



**James P. Jacobson**

Senior Vice President and Assistant Secretary

## EXHIBIT 1

1. **Parties.** The parties to this Master Group Contract ("Contract") are Medica Insurance Company ("Medica") and the employer group City of Maplewood ("Employer"), an employer under Minnesota law and other applicable law.
2. **Effective Date and Expiration Date of this Contract.** This Contract is effective from 01/01/2017 ("Effective Date") to 12/31/2017 ("Expiration Date"). All coverage under this Contract begins at 12:01 a.m. Central Time.
3. **Amendment(s) Number:** Amendments attached as applicable for benefit package log (BPL) as listed in Exhibit 2.
4. **Eligibility.** The following conditions are in addition to those specified in the Certificate:

### 4.1 Eligibility to Enroll.

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

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

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

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

(1) Satisfies either (a) or (b) below:

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

(2) Satisfies the Employer participation and eligibility requirements, including, but not limited to, the satisfactory completion of any Waiting Period as described below.

Coverage for Subscribers will include the conditions identified below:

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

Employees:

New Hires: Date of hire

Status Change: Date of status change

Return: Date of return from leave

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

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

## EXHIBIT 2

### Premiums

The monthly Premium rates for MIC PP MN 2500-0% HRA, group number(s) 47983, BPL #62460 are:

Single	\$757.58
Family	\$1,858.61

The monthly Premium rates for MIC ME/MES MN 2500-0% HRA, group number(s) 58669, 58671, BPL #62461 are:

Single	\$704.55
Family	\$1,728.52

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** DuWayne Konewko, Parks & Recreation Director  
Audra Robbins, Recreation Manager

**SUBJECT:** Approval of Contract for KID CITY Project with the Amherst H. Wilder Foundation and the City of Maplewood

**DATE:** January 23, 2017

### **Introduction**

The City has received a grant from The Minnesota State Arts Board Learning Grant in the amount of \$130,722 for the *Kid City Project* for 2017. As part of that grant, there are monies allocated to enter into a contract with the Amherst H. Wilder Foundation as a consultant to evaluate the KID CITY Project for 2017.

### **Background**

We had great success working with the Amherst H. Wilder Foundation during year one of the KID CITY Project and they provided us with valuable evaluation information that was instrumental in our planning for year two of KID CITY.

For 2017, the Amherst H. Wilder Foundation agrees to perform a Needs Assessment, which may include the following services for City of Maplewood;

- Meet with partners and attend meetings
- Establish data collection timeframe and processes
- Create an evaluation report
- Develop/revise data collection tools, as needed
- Collect and analyze data
- Write a summary report

### **Budget Impacts**

The fee for this consulting contract is \$20k and is covered by existing grant monies. No additional match is required.

### **Recommendation**

Staff is recommending that City Council approve the attached Amherst H. Wilder Foundation Consultant Contract and authorize the contract to be signed by the City Manager.

### **Attachments**

1. Amherst H. Wilder Foundation Consultant Agreement

## 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 and attend meetings
- Establish data collection timeframe and processes
- Create an evaluation report
- Develop/revise data collection tools, as needed
- Collect and analyze data
- Write a summary 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 11/01/2016 and continue through 12/31/2017, 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 twenty thousand dollars (\$20,000) for the services to be performed under this Agreement according to the following schedule:

\$5,000 will be paid upon contract signing, and Wilder will bill the client, as follows:

Payment period		Invoice date	Amount
12/1/2016	to 3/31/2017	4/15/2017	\$5,000.00
4/1/2017	to 6/30/2017	7/15/2017	\$5,000.00
7/1/2017	to 12/31/2017	11/15/2017	\$5,000.00

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 \_\_\_\_\_, 2017.

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: \_\_\_\_\_

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Michael Thompson, Director of Public Works  
Mychal Fowlds, Director of I.T.  
DuWayne Konewko, Director of Environment and Economic Development

**DATE:** January 17, 2017

**SUBJECT:** Approval of Contract for Professional GIS Services for 2017

### Introduction

The City Council will consider approval of a Professional GIS Services Contract for 2017.

### Background

In 2016 the City formed a Communications Department and the City's GIS Analyst (then housed in I.T.) attained the position as the Communications Coordinator. The I.T. Department replaced the position with an I.T. Technician and the GIS Analyst position has remained unfilled and the need for GIS services continues to grow.

### Discussion

The I.T., EEDD, and Public Works Departments worked jointly to consider how best to backfill this position and duties. The preferred direction is to hire a part-time GIS Analyst however through the budget process it was determined that alternative approaches should be considered to allay personnel costs and obligations in future years.

Thus 2017 will serve as a transition year with assistance through a professional services provider that the City has successfully worked with in the past on specialty GIS projects and initiatives. The transition period will allow the Engineering staff to gain knowledge and expertise in GIS over this period to better position itself to take on the duties in a more permanent fashion in 2018. The Engineering staff would take over such duties and responsibilities with its existing staff in order to save the City money.

### Budget Impact

The 2017 approved budget identified funding for a part-time GIS Analyst however the direction is to not hire this position. Therefore the following transfers are recommended within the existing approved 2017 budget. No new money is needed for this action.

101-503	\$16,194.00 (Public Works)
601-508	\$12,146.00 (Public Works)
604-512	\$12,146.00 (Public Works)
703-118	\$20,243.00 (I.T.)
INT. TRANSFER	\$60,729.00 TOTAL

The not-to-exceed amount of the proposed GIS services contract in 2017 is \$54,732.00 which is within the existing budget allocation. The internal transfer of the funds would go from Personnel Services to Fees Consulting within each of the four budget divisions listed above.

**Recommendation**

It is recommended that the City Council approve the Professional GIS Services Contract for 2017 with Bolton and Menk, Inc., and direct the Mayor and City Manager to enter into a contract with Bolton and Menk, Inc. for this purchase in a not-to-exceed amount of \$54,732.00.

**Attachments**

1. Professional Services Proposal
2. Professional Services Contract



Real People. Real Solutions.

G6, Attachment 1  
2035 County Road D East  
Maplewood, MN 55109-5314

Ph: (651) 704-9970  
Fax: (651) 704-9971  
Bolton-Menk.com

December 8, 2016

Mychal Fowlds  
City of Maplewood – Information Technology Director  
1830 County Road B East  
Maplewood, MN 55109

RE: GIS Professional Services - 2017  
City of Maplewood

Dear Mr. Fowlds,

The City of Maplewood is requesting a proposal for GIS Professional Services including consulting and technical support. Bolton & Menk, Inc. has the experience and qualifications to provide these services to the City of Maplewood. We appreciate your consideration of us for this role and for the opportunity to have discussed this with City staff on Wednesday December 1, 2017. We look forward to having future discussions in furthering the use of GIS by the City.

### **Project Understanding**

Bolton & Menk understands that the City of Maplewood has a need to supplement staff related to maintaining and expanding GIS capabilities. Several departments, including Community Development and Public Works currently utilize GIS for day to day activities and will require ongoing technical support and data maintenance. There are also several web based GIS applications which have been developed and maintained in-house that may need modifications or support. During our meeting, it was determined the preferred method is to continue maintaining GIS data in-house along with supporting applications.

Bolton & Menk also understands that the City does have plans to implement Cartegraph for asset & work order management. This proposal will allow for time in preparing GIS data for a possible asset management software integration but does not include support related to the asset management software itself.

### **Qualifications**

Bolton & Menk's GIS Department employs a team of Certified GIS Professionals (GISP) and Technicians with a variety of municipal GIS experience. Whether clients are interested in developing new GIS initiatives or maintaining and enhancing their existing systems, our professionals have the expertise and experience to complement clients in meeting their goals. We have utilized the industry leading Esri GIS software platform since 1999. This provides us flexibility to work across multiple GIS platforms. In addition to the ability to develop key GIS datasets from multiple sources and coordinate systems, we provide data analysis to assist our clients in making informed decisions. We currently manage and host ArcGIS for Server based mapping applications for more than 80 communities and organizations. Our GIS staff can provide Python support for the entire ArcGIS platform, including desktop and server products.

Bolton & Menk uses the most current Esri GIS software, including ArcGIS 10.3 (or higher) and related extensions. We also have implemented the use of both ArcGIS Online and ArcGIS for Server as a core

Mr. Mychal Fowlds  
 December 8, 2016  
 Page 2

technology along with the use of Microsoft SQL. Bolton & Menk is currently licensed with both ELA (Enterprise License Agreement) and ASP (Application Services Provider) with Esri.

### Proposed Services

We are pleased to propose a diversely skilled GIS team with a vast understanding of GIS technology as it relates to municipal implementations. I will serve as the GIS project manager and primary GIS contact for the City of Maplewood along with Tyler Johnson who will serve as a GIS Specialist. As Project Manager, I will also lead additional Bolton & Menk GIS team members as needed on project requests and responsibilities. Our GIS team will be available to City staff remotely for up to 6 hours per week or as needed. I will also be available on-site for a monthly meeting, training, support, or related activities, if needed. This time can also be used for specific projects, data maintenance, or user support. We do request at least 24 hours of notice to complete time sensitive projects. The City of Maplewood has provided us remote connection and user privileges for appropriate GIS servers and related software within the city. All work requests, direction, and project approval must be provided through appropriate department leaders within the City of Maplewood in accordance with additional project stakeholders. At this time it is understood that Mychal Fowlds, Steve Love, Michael Thompson and Michael Martin will be communicating GIS needs to Bolton & Menk, Inc.

### Proposed Cost

Compensation for tasks will be billed on an hourly not-to-exceed basis based on the estimated hours for personnel assigned to the city. Any tasks over and above the proposed scope of work will be charged based on the firm's hourly fee schedule. Bolton & Menk will provide a detailed cost proposal for any future GIS projects which are estimated above \$5,000 and outside the scope of this proposal.

#### DETAILED COST ESTIMATE - THRU 12/31/17

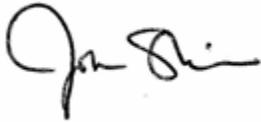
Client: City of Maplewood									
Project: GIS Professional Services - 2017									
TASK NO.	WORK TASK DESCRIPTION	GIS Project Manager	GIS Web Developer	GIS Programmer	GIS Specialist	GIS Technician	GIS Intern	Total Hours	Total Cost
1.0	Weekly GIS Services (52 Weeks)	156	0	0	156	0	0	312	\$40,716
2.0	Monthly On-Site GIS Services (12 Visits)	96	0	0	0	0	0	96	\$14,016
<b>TOTAL HOURS</b>		252	0	0	156	0	0	408	
<b>AVERAGE HOURLY RATE</b>		\$146.00	\$156.00	\$146.00	\$115.00	\$98.00	\$70.00		
<b>SUBTOTAL</b>		\$36,792	\$0	\$0	\$17,940	\$0	\$0		
<b>TOTAL FEE</b>									<b>\$54,732</b>

Mr. Mychal Fowlds  
December 8, 2016  
Page 3

We appreciate the opportunity to provide you with this proposal for GIS Professional Services. If you have any questions regarding this proposal, please feel free to contact me at 507-381-8094

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in black ink, appearing to read "John D. Shain".

**John D. Shain, GISP**  
GIS Project Manager

Cc: Cristina Mlejnek, P.E., Project Manager

**WORK ORDER NO. 18  
2017 GIS PROFESSIONAL SERVICES  
PROJECT SCOPE**

**CITY OF MAPLEWOOD  
and  
BOLTON & MENK, INC.**

Work Order No. 19, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF MAPLEWOOD, 1830 East County Road B, Maplewood, Minnesota 55109 (“CLIENT”) and BOLTON & MENK, INC., 2035 County Road D East, Suite B, Maplewood, Minnesota 55109 (“CONSULTANT”) is an addendum to the original Master Agreement between the City and Bolton & Menk, Inc. dated May 21, 2012 (“Master Agreement”). All provisions of the Master Agreement shall apply to this Work Order except and unless specifically modified herein.

**SECTION I – SCOPE OF WORK**

The CONSULTANT agrees to perform services to assist the CLIENT with GIS Professional Services throughout 2017. These services will generally include the following tasks:

- GIS data maintenance
- Map creation and modification as directed by city project managers
- Web GIS application management
- GIS consulting
- Up to 8 hours per week of dedicated GIS staff via remote support
- 1 day per month of on-site GIS support

Assistance may be provided in person at the CLIENT’s office or by remote application, as appropriate for each need.

**SECTION II - SCHEDULE**

In accordance with City Staff requirements, it is anticipated Work by the CONSULTANT will begin by February, 2017 and be substantially completed at the end of 2017.

**SECTION III - COMPENSATION FOR SERVICES**

Compensation for these GIS Professional Services shall be on an hourly basis in accordance with the 2017 Schedule of Fees, or such Schedule as may be subsequently revised and accepted, in writing, by CLIENT in accordance with Section III.A.2 of Master Agreement.

Total fees for GIS Professional Services under this Work Order shall not exceed \$54,732.00.

**SECTION IV - SIGNATURES**

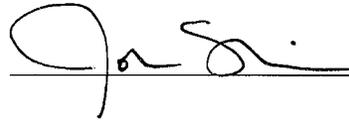
THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Work Order may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Maplewood

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_

  
\_\_\_\_\_

Melinda Coleman

John D. Shain, GISP

City Manager

Principal, GIS Workgroup Leader

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** January 13, 2017

**SUBJECT:** Fish Creek Trail Improvements, City Project 15-19

- a. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1
- b. Approval of Resolution Directing Reduction in Retainage

**Introduction**

The City Council will consider approving the attached resolution Directing Modification of the Existing Construction Contract, Change Order No. 1, City Project 15-19. Additionally, the City Council will consider approving the attached resolution Directing Reduction in Retainage for the Fish Creek Trail Improvements, City Project 15-19.

**Background**

The City Council awarded a construction contract to Sunram Construction, Inc., for the Fish Creek Trail Improvements, City Project 15-19 on May 9, 2016 in the amount of \$230,292. There have been no change orders to the contract to date.

The contractor has completed the project improvements. City staff have reviewed the work and deemed it acceptable. Staff will be inspecting the site in the spring to ensure vegetation has re-established in all the disturbed areas of the project. The contractor has submitted a letter requesting reduction in retainage from 5% to 2%. A reduction in contract retainage to 2% is justified based on the amount of completed work.

**Discussion**

The following is a summary of the work included in Change Order No. 1.

Additional fill material was needed to properly support the proposed trail at the planned elevations. To obtain this material and avoid the need to import offsite materials, an additional basin was excavated onsite. The excavation of this basin, as well as the restoration of this area resulted in increased quantities.

During construction, a number of off-road vehicles entered the Fish Creek Open Space off of Henry Lane, causing damage to the site and concerns about damage to the site in the future. In order to protect the site, fencing was installed along Henry Lane to aid in stopping this illegal site access which increased the contract quantity.

The changes associated with the increased quantities resulted in additional costs of \$78,924.94.

**Budget Impact**

Approval of Change Order No. 1 will increase the final project construction contract amount by \$78,924.94 from \$230,292.00 to \$309,216.94. The revised contract amount falls within the approved budget of \$318,000. No adjustments to the approved budget are needed.

**Recommendation**

Staff recommends the City Council approve the following two actions:

- a. Motion to approve a resolution Directing Modification of the Existing Construction Contract, Change Order No. 1.
- b. Motion to approve a resolution Directing Reduction in Retainage from 5% to 2% for the Fish Creek Trail Improvements, City Project 15-19.

**Attachments**

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 1
2. Change Order No. 1
3. Resolution Approving Reduction in Retainage

**RESOLUTION  
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT  
PROJECT 15-19, CHANGE ORDER NO. 1**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvement Project 15-19, Fish Creek Trail Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Fish Creek Trail Improvements, City Project 15-19, Change Order No. 1.

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

1. The Mayor and City Engineer are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$78,924.94.

The revised contract amount is \$309,216.94.

Adopted by the Maplewood City Council on this 23<sup>rd</sup> day of January 2017.

**CHANGE ORDER #1**

DEPARTMENT OF PUBLIC WORKS  
MAPLEWOOD, MINNESOTA

Project Name: Fish Creek Trail Improvements  
Project No.: 15-19  
Contractor: Sunram Construction Co.

Change Order No.: #1  
Date: 1/23/2017

The following changes shall be made to the contract documents:

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Total</u>
1. Increased Quantities	LS	1	\$78,924.94

**TOTAL: \$78,924.94**

Purpose of Change Order

Amend Contract to account for the following:

- Increased Quantities – Additional excavation, restoration, and split-rail fencing to protect site.

Basis of Cost:     Actual     Estimated

Original Contract:                      \$ 230,292.00

Change This Change Order:            \$78,924.94

Revised Contract:                      \$309,216.94

Approved \_\_\_\_\_  
Mayor

Recommended \_\_\_\_\_  
Engineer

Agreed to by Contractor by \_\_\_\_\_

Its \_\_\_\_\_  
Title

\_\_\_\_\_

**RESOLUTION  
DIRECTING REDUCTION OF RETAINAGE ON EXISTING CONSTRUCTION CONTRACT  
PROJECT 15-19**

WHEREAS, the City Council of Maplewood, Minnesota has previously ordered Improvement Project 15-19, Fish Creek Trail Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the contractor, Sunram Construction, Inc., has requested, by written notice, a reduction in contract retainage,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the retainage within the construction contract is hereby authorized to be reduced, at the discretion of the City Engineer, from 5% to 2%.

Adopted by the Maplewood City Council on this 23rd day of January 2017.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

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

**DATE:** January 13, 2017

**SUBJECT:** Lakewood-Sterling Area Street Improvements, City Project 15-11

- a. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1
- b. Approval of Resolution Directing Final Payment and Acceptance of Project

### **Introduction**

The City Council will consider approving the attached resolution Directing Modification of the Existing Construction Contract, Change Order No. 1, City Project 15-11. Additionally, the City Council will consider approving the attached resolution Directing Final Payment and Acceptance of Project for the Lakewood-Sterling Area Street Improvements, City Project 15-11.

### **Background**

The City Council awarded a construction contract to Midwest Asphalt, Inc., for the Lakewood-Sterling Area Street Improvements, City Project 15-11 on March 14, 2016 in the amount of \$972,143.60. There have been no change orders to the contract to date.

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

### **Discussion**

The following is a summary of the work included in Change Order No. 1:

**Increase of Contract Scope**— With the awarded contract significantly lower than the engineering estimate, the project limits, particularly along Sterling Street between Londin Lane and Linwood Avenue, were expanded to include a small portion of the intersecting side-streets. Future pavement rehabilitation projects will therefore be constructed more efficiently and will help protect the improvements to Sterling Street. During construction additional catch-basins were identified as needing repairs to prevent the need for pavement disturbance in the future.

**Work Order #1** – After installation of the new street pavement on Sterling Street, between Schadt Drive and Carver Avenue, numerous rainfall events resulted in severe erosion along the sides of the new pavement. In order to protect the new pavement from being undermined, as well as protect the surrounding boulevard areas, bituminous curbing was installed along the majority of this segment of Sterling Street. Additional topsoil and turf establishment was also required to match the new curb into the surrounding boulevards.

Work Order #2 – After the pavement was removed on Sterling Street between Schadt Drive and Carver Avenue, a large area with extremely soft subgrade soils was encountered. In order to properly support the new pavement, these poor subgrade soils were removed and a stabilizing aggregate foundation with geotextile fabric was installed.

Work Order #3 – During construction on Sterling Street south of Mailand Avenue a previously unknown irrigation line, which serves area townhomes, was damaged by construction equipment. A new PVC casing pipe was installed beneath the roadway with a new irrigation line to restore the existing service line.

Work Order #4 – Per the contract documents, when the bituminous pavement is compacted to optimum levels, an incentive shall be paid to the contractor for the high-level of quality. A large portion of the project area reached this level, resulting in an incentive payment to the contractor and a better product.

The change order costs are summarized below:

Change Order #1		Unit	Amount
Quantity Overruns	Bituminous Pavement and Reclamation	LS	\$76,284.06
Work Order #1	Bituminous Curb and Topsoil	LS	\$30,064.00
Work Order #2	Subgrade Repairs – Sterling Street	LS	\$9,566.63
Work Order #3	Irrigation Line Repair – Sterling Street	LS	\$6,931.43
Work Order #4	Bituminous Incentives	LS	\$6,169.04
Net Project Cost Increase			\$129,015.16

### **Budget Impact**

Approval of Change Order No. 1 will increase the final project construction contract amount by \$129,015.16 from \$972,143.60 to \$1,101,158.76. The anticipated total project expenses, including the revised contract price due to Change Order No. 1, is \$1,419,150. These expenses fall within the approved budget of \$1,890,364. No adjustments to the approved budget are needed. It is important to note the majority of costs as part of this change order have been required in the future along the side streets. It was more efficient to complete the entire intersection including connecting side streets instead of using a straight line alignment on the improvement streets only. Our practices for future projects will now reflect the costs more accurately to account for the best practices approach.

### **Recommendation**

Staff recommends the City Council approve the following two actions:

- a. Motion to approve a resolution Directing Modification of the Existing Construction Contract, Change Order No. 1, City Project 15-11.
- b. Motion to approve a resolution for Approving Final Payment and Acceptance of Project for the Lakewood-Sterling Area Street Improvements, City Project 15-11.

### **Attachments**

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 1
2. Change Order No. 1
3. Resolution Approving Final Payment and Acceptance of Project
4. Final Payment Application

**RESOLUTION  
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT  
PROJECT 15-11, CHANGE ORDER NO. 1**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvement Project 15-11, Lakewood-Sterling Area Street Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Lakewood-Sterling Area Street Improvements, City Project 15-11, Change Order No. 1.

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

1. The Mayor and City Engineer are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$129,015.16.

The revised contract amount is \$1,101,158.16.

Adopted by the Maplewood City Council on this 23<sup>rd</sup> day of January 2017.



**RESOLUTION  
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT  
PROJECT 15-11**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered the Lakewood-Sterling Area Street Improvements, City Project 15-11, and has let a construction contract, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the Lakewood-Sterling Area Street Improvements, City Project 15-11 is complete and recommends acceptance of the project.

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

City Project 15-11 is complete and maintenance of this improvement is accepted by the City; the final construction cost is \$1,101,158.76. Final payment to Midwest Asphalt, Inc. and the release of any retainage or escrow is hereby authorized.

Adopted by the Maplewood City Council on this 23rd day of January 2017.

## APPLICATION FOR FINAL PAYMENT PAYMENT NO. 4

**Contract:** City Project 15-11  
**Owner:** City of Maplewood, Minnesota  
**Contractor:** Midwest Asphalt Corporation  
**Project:** Lakewood-Sterling Area Street Improvements

**Application Date:** 12/28/2016  
**For Period Ending:** 12/28/2016

Original Contract Amount:	\$ 972,143.60
Contract Amendments:	\$ 129,015.16
Contract Amount to Date:	\$ 1,101,158.76
Total Amount of Work Completed to Date:	\$ 1,101,158.76
Material Stored On-Site but not in Work:	\$ -
Gross Amount Due to Date:	\$ 1,101,158.76
Less 0.00% Retainage	\$ -
Amount Due to Date:	\$ 1,101,158.76
Less Previous Payments:	\$ 923,536.42
<b>Total Due This Application:</b>	<b>\$ 177,622.34</b>

I hereby certify that all items and amounts shown are correct for the work completed to date.

Contractor: Midwest Asphalt Corporation

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

The Work on this project and application for payment have been reviewed and the amount shown is recommended for payment.

Engineer: City of Maplewood - Public Works Department

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

Approved for Payment

Owner: City of Maplewood

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

## PAYMENT HISTORY

**Contract:** City Project 15-11  
**Owner:** City of Maplewood, Minnesota  
**Contractor:** Midwest Asphalt Corporation  
**Project:** Lakewood-Sterling Area Street Improvements

Payment Number	Payment Cutoff Date	Payment App Date	Amount
1	6/10/2016	6/15/2016	\$ 212,770.38
2	8/3/2016	8/3/2016	\$ 335,077.46
3	10/4/2016	10/4/2016	\$ 375,688.58
<b>To Date Total Payment:</b>			<b>\$ 923,536.42</b>

# Payment Quantities

Contract: City Project 15-11  
 Owner: City of Maplewood  
 Project: Lakewood-Sterling Area Street Improvements

## BASE BID

### STREET IMPROVEMENTS

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
1	2021.501	MOBILIZATION	LS	1	\$35,000.00	\$35,000.00	1.00	\$35,000.00
2	2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	1116	\$6.00	\$6,696.00	1460.00	\$8,760.00
3	2104.503	REMOVE CONCRETE SIDEWALK	SF	100	\$4.00	\$400.00	82.00	\$328.00
4	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	100	\$15.00	\$1,500.00	251.53	\$3,772.95
5	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT/APRON	SY	50	\$20.00	\$1,000.00	100.55	\$2,011.00
6	2104.513	SAWING BITUMINOUS ROADWAY PAVEMENT (FULL DEPTH)	LF	957	\$2.00	\$1,914.00	736.75	\$1,473.50
7	2105.507	SUBGRADE EXCAVATION, EV	CY	100	\$20.00	\$2,000.00		\$0.00
8	2105.533	SALVAGE, STOCKPILE, INSTALL RECLAIM MATERIAL (8" DEPTH)	SY	248	\$16.00	\$3,968.00	447.00	\$7,152.00
9	2123.610	STREET SWEEPER WITH PICKUP BROOM	HOUR	25	\$150.00	\$3,750.00	19.75	\$2,962.50
10	2130.501	WATER FOR DUST CONTROL	M GAL	61	\$20.00	\$1,220.00	182.54	\$3,650.80
11	2211.501	FULL DEPTH RECLAMATION	SY	44616	\$2.00	\$89,232.00	45422.94	\$90,845.88
12	2232.603	MILL BITUMINOUS PAVEMENT, 2" DEPTH @ MINIMUM 18" WIDE	LF	924	\$3.00	\$2,772.00	737.00	\$2,211.00
13	2331.603	BITUMINOUS ROAD PAVEMENT CONTROL JOINT SAW AND SEAL	LF	9070	\$2.50	\$22,675.00	9328.00	\$23,320.00
14	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	4462	\$2.00	\$8,924.00	3341.06	\$6,682.12
15	2360.501	TYPE SPWEA230C WEARING AND NON-WEARING COURSE MIXTURE (2,C)	TON	8979	\$57.00	\$511,803.00	9617.37	\$548,190.09
16	2360.503	TYPE SPWEA230B WEARING COURSE MIXTURE (2,B) 3" THICK DRIVE	SY	100	\$30.00	\$3,000.00	29.05	\$871.50
17	2531.501	CONCRETE C&G, DESIGN B618, D418, OR TRANSITION	LF	1116	\$26.00	\$29,016.00	1373.50	\$35,711.00
18	2531.507	6" CONCRETE DRIVEWAY PAVEMENT - RESIDENTIAL	SY	50	\$53.00	\$2,650.00	70.37	\$3,729.61
19	2531.618	PEDESTRIAN CURB RAMP - 6"	SF	100	\$6.00	\$600.00	67.00	\$402.00
20	2531.618	TRUNCATED DOMES	SF	16	\$40.00	\$640.00	20.00	\$800.00
21	2535.501	BITUMINOUS CURB (MACHINE PLACED - 7 INCH)	LF	100	\$11.00	\$1,100.00	78.25	\$860.75
22	2563.601	TRAFFIC CONTROL	LS	1	\$6,900.00	\$6,900.00	1.00	\$6,900.00
23	2573.533	SEDIMENT CONTROL LOG, TYPE COMPOST LOG	LF	110	\$3.00	\$330.00	7.00	\$21.00
24	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN	LS	1	\$800.00	\$800.00	1.00	\$800.00
25	2574.525	LOAM TOPSOIL BORROW, SY (4" DEPTH)	SY	270	\$6.00	\$1,620.00	194.00	\$1,164.00
26	2575.508	COMM. FERT., ANALYSIS 10-10-10 FOR SEEDED AREAS	LB	17	\$0.50	\$8.50	20.00	\$10.00
27	2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	270	\$3.00	\$810.00	194.00	\$582.00
28	2575.608	TURF ESTABLISHMENT w/ SEED MIX 25-131	LBS	7	\$3.00	\$21.00	10.00	\$30.00

29	2582.502	4" SOLID LINE - EPOXY	LF	2812	\$0.35	\$984.20	2859.00	\$1,000.65
30	2582.502	4" DOUBLE SOLID LINE - EPOXY	LF	2562	\$0.70	\$1,793.40	2619.00	\$1,833.30
31	2582.502	24" SOLID LINE - EPOXY	LF	12	\$10.00	\$120.00	12.00	\$120.00
STREET IMPROVEMENTS SUBTOTAL:							\$743,247.10	\$791,195.65

**STORM SEWER IMPROVEMENTS**

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
32	2506.522	ADJUST FRAME AND RING CASTING (ALL TYPES)	EACH	60	\$700.00	\$42,000.00	73.00	\$51,100.00
33	2573.530	INLET PROTECTION, ALL TYPES	EACH	85	\$140.00	\$11,900.00	85.00	\$11,900.00
STORM SEWER IMPROVEMENTS SUBTOTAL:							\$53,900.00	\$63,000.00

**SANITARY SEWER IMPROVEMENTS**

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
34	2104.523	SALVAGE CASTING (ALL TYPES)	EACH	4	\$125.00	\$500.00	3.00	\$375.00
35	2506.521	FURNISH & INSTALL R-1678-A FRAME & R-1422-0015 LID FOR SANITARY SEWER	EACH	4	\$1,100.00	\$4,400.00	3.00	\$3,300.00
SANITARY SEWER IMPROVEMENTS SUBTOTAL:							\$4,900.00	\$3,675.00

**WATERMAIN IMPROVEMENTS**

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
36	2504.602	ADJUST VALVE BOX - ALL TYPES (WATER, GAS, ETC)	EACH	68	\$200.00	\$13,600.00	92.00	\$18,400.00
WATERMAIN IMPROVEMENTS SUBTOTAL:							\$13,600.00	\$18,400.00
<b>BASE BID SUBTOTAL:</b>							<b>\$815,647.10</b>	<b>\$876,270.65</b>

**BID ALTERNATE 1 - MORELAND COURT**

**STREET IMPROVEMENTS**

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
1	2021.501	MOBILIZATION	LS	1	\$2,000.00	\$2,000.00	1.00	\$2,000.00
2	2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	70	\$6.00	\$420.00	284.90	\$1,709.40
3	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	10	\$20.00	\$200.00		\$0.00
4	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT/APRON	SY	10	\$15.00	\$150.00		\$0.00
5	2104.513	SAWING BITUMINOUS ROADWAY PAVEMENT	LF	84	\$2.00	\$168.00	77.00	\$154.00
6	2105.507	SUBGRADE EXCAVATION, EV	CY	10	\$20.00	\$200.00		\$0.00
7	2123.610	STREET SWEEPER WITH PICKUP BROOM	HOUR	2	\$150.00	\$300.00	1.00	\$150.00
8	2130.501	WATER FOR DUST CONTROL	M GAL	4	\$20.00	\$80.00	14.77	\$295.40
9	2211.501	FULL DEPTH RECLAMATION	SY	2870	\$3.00	\$8,610.00	2870.00	\$8,610.00
10	2232.603	MILL BITUMINOUS PAVEMENT, 2" DEPTH @ MINIMUM 18" WIDE	LF	84	\$3.00	\$252.00	77.00	\$231.00
11	2331.603	BITUMINOUS ROAD PAVEMENT CONTROL JOINT SAW AND SEAL	LF	900	\$2.50	\$2,250.00	1036.00	\$2,590.00

12	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	287	\$2.00	\$574.00	148.00	\$296.00
13	2360.501	TYPE SPWEA230C WEARING AND NON-WEARING COURSE MIXTURE	TON	578	\$62.00	\$35,836.00	629.38	\$39,021.56
14	2360.503	TYPE SPWEA230B WEARING COURSE MIXTURE (2,L) 3" THICK DRIVE	SY	10	\$30.00	\$300.00		\$0.00
15	2531.501	CONCRETE C&G, DESIGN B618, D418, OR TRANSITION	LF	70	\$26.00	\$1,820.00	284.90	\$7,407.40
16	2531.507	6" CONCRETE DRIVEWAY PAVEMENT - RESIDENTIAL	SY	10	\$30.00	\$300.00		\$0.00
17	2535.501	BITUMINOUS CURB (MACHINE PLACED - 7 INCH)	LF	95	\$11.00	\$1,045.00	84.75	\$932.25
18	2563.601	TRAFFIC CONTROL	LS	1	\$125.00	\$125.00	1.00	\$125.00
19	2573.533	SEDIMENT CONTROL LOG, TYPE COMPOST LOG	LF	100	\$3.00	\$300.00		\$0.00
20	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN	LS	1	\$300.00	\$300.00	1.00	\$300.00
21	2574.525	LOAM TOPSOIL BORROW, SY (4" DEPTH)	SY	37	\$6.00	\$222.00	35.00	\$210.00
22	2575.508	COMM. FERT., ANALYSIS 10-10-10 FOR SEEDED AREAS	LB	2	\$0.50	\$1.00	2.00	\$1.00
23	2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	37	\$3.00	\$111.00	35.00	\$105.00
24	2575.608	TURF ESTABLISHMENT w/ SEED MIX 25-131	LBS	1	\$3.00	\$3.00	2.00	\$6.00
STREET IMPROVEMENTS SUBTOTAL:						\$55,567.00		\$64,144.01

**STORM SEWER IMPROVEMENTS**

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
25	2573.530	INLET PROTECTION, ALL TYPES	EACH	3	\$140.00	\$420.00	3.00	\$420.00
STORM SEWER IMPROVEMENTS SUBTOTAL:						\$420.00		\$420.00

**SANITARY SEWER IMPROVEMENTS**

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
26	2506.522	ADJUST FRAME AND RING CASTING (ALL TYPES)	EACH	3	\$700.00	\$2,100.00	3.00	\$2,100.00
SANITARY SEWER IMPROVEMENTS SUBTOTAL:						\$2,100.00		\$2,100.00

**WATERMAIN IMPROVEMENTS**

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
27	2504.602	ADJUST VALVE BOX - ALL TYPES (WATER, GAS, ETC)	EACH	4	\$200.00	\$800.00	4.00	\$800.00
WATERMAIN IMPROVEMENTS SUBTOTAL:						\$800.00		\$800.00

**BID ALTERNATE 1 SUBTOTAL:** \$58,887.00

**BID ALTERNATE 1 SUBTOTAL:** \$67,464.01

**BID ALTERNATE 2 - STERLING STREET (CARVER TO SCHADT)**

**STREET IMPROVEMENTS**

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
1	2021.501	MOBILIZATION	LS	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00
2	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	10	\$20.00	\$200.00	128.00	\$2,560.00
3	2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT	SY	3877	\$1.50	\$5,815.50	3877.00	\$5,815.50
4	2104.513	SAWING BITUMINOUS ROADWAY PAVEMENT	LF	75	\$2.00	\$150.00	75.00	\$150.00

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
5	2105.501	COMMON EXCAVATION (EV) (P)	CY	1225	\$11.00	\$13,475.00	1281.00	\$14,091.00
6	2105.507	SUBGRADE EXCAVATION, EV	CY	10	\$20.00	\$200.00	243.00	\$4,860.00
7	2105.533	SALVAGE, STOCKPILE, INSTALL RECLAIM MATERIAL (8" DEPTH)	SY	3808	\$2.00	\$7,616.00	3808.00	\$7,616.00
8	2123.610	STREET SWEEPER WITH PICKUP BROOM	HOUR	4	\$150.00	\$600.00	2.50	\$375.00
9	2130.501	WATER FOR DUST CONTROL	M GAL	10	\$20.00	\$200.00	8.00	\$160.00
10	2232.603	MILL BITUMINOUS PAVEMENT, 2" DEPTH @ MINIMUM 18" WIDE	LF	75	\$3.00	\$225.00	75.00	\$225.00
11	2331.603	BITUMINOUS ROAD PAVEMENT CONTROL JOINT SAW AND SEAL	LF	1050	\$2.50	\$2,625.00	840.00	\$2,100.00
12	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	365	\$2.00	\$730.00	235.00	\$470.00
13	2360.501	TYPE SPWEA230C WEARING AND NON-WEARING COURSE MIXTURE	TON	707	\$59.00	\$41,713.00	760.00	\$44,840.00
14	2360.503	TYPE SPWEA230B WEARING COURSE MIXTURE (2,L) 3" THICK DRIVE	SY	140	\$30.00	\$4,200.00	128.00	\$3,840.00
15	2563.601	TRAFFIC CONTROL	LS	1	\$350.00	\$350.00	1.00	\$350.00
16	2573.533	SEDIMENT CONTROL LOG, TYPE COMPOST LOG	LF	2800	\$3.00	\$8,400.00	2560.00	\$7,680.00
17	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN	LS	1	\$300.00	\$300.00	1.00	\$300.00
18	2574.525	LOAM TOPSOIL BORROW, SY (4" DEPTH)	SY	781	\$6.00	\$4,686.00	528.00	\$3,168.00
19	2575.508	COMM. FERT., ANALYSIS 10-10-10 FOR SEEDED AREAS	LB	48	\$0.50	\$24.00	65.00	\$32.50
20	2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	781	\$3.00	\$2,343.00	988.00	\$2,964.00
21	2575.608	TURF ESTABLISHMENT w/ SEED MIX 25-131	LBS	19	\$3.00	\$57.00	32.00	\$96.00
STREET IMPROVEMENTS SUBTOTAL:						\$96,909.50		\$104,693.00

**SANITARY SEWER IMPROVEMENTS**

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Extended	To Date Quantity	To Date Extended
22	2506.522	ADJUST FRAME AND RING CASTING (ALL TYPES)	EACH	1	\$700.00	\$700.00		\$0.00
SANITARY SEWER IMPROVEMENTS SUBTOTAL:						\$700.00		\$0.00

**BID ALTERNATE 2 SUBTOTAL:** \$97,609.50

**BID ALTERNATE 2 SUBTOTAL:** \$104,693.00

**Payment Summary**

	Contract Totals	To Date Totals
<b>BASE BID SUBTOTAL:</b>	\$815,647.10	\$876,270.65
<b>BID ALTERNATE 1 SUBTOTAL:</b>	\$58,887.00	\$67,464.01
<b>BID ALTERNATE 2 SUBTOTAL:</b>	\$97,609.50	\$104,693.00
Work Order No. 1:	\$0.00	\$30,064.00
Work Order No. 2:	\$0.00	\$9,566.63
Work Order No. 3:	\$0.00	\$6,931.43
Bituminous Incentives:		\$6,169.04
	\$972,143.60	
<b>TOTAL AMOUNT DUE (Base bid + Bid Alt. 1 + Bid Alt. 2+W.O's):</b>		<b>\$1,101,158.76</b>
<b>CONTRACT OVERAGE TO BE PAID UNDER CHANGE ORDER #1/FINAL PAYMENT:</b>		<b>\$129,015.16</b>

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Andrea Sindt, City Clerk

**DATE:** January 13, 2017

**SUBJECT:** Consider Approval of 2017 City Council Appointments to Boards, Commissions and Miscellaneous Groups

**Introduction**

During the first council meeting of the year, the City Council officially assigns councilmembers to boards, commissions and groups. At the January 9, 2017 council meeting all annual designations were approved with the exception of the acting mayor. The initial report showed the 2017 Acting Mayor was to be Councilmember Smith. Discussion was raised as to the correctness of this appointment.

**Background**

The acting mayor appointment is determined on a rotation basis. After reviewing the past appointments, staff concluded the rotation is by the elected seat and thus the 2017 acting mayor rotates to the seat held by Councilmember Juenemann. The acting mayor for 2018 will be the seat held by Councilmember Smith.

**Budget Impact**

None

**Recommendation**

Staff is recommending council approve the appointment of Councilmember Juenemann as the 2017 Acting Mayor.

**Attachment**

None

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

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

**DATE:** January 17, 2017

**SUBJECT:** Consider Approval of a Conditional Use Permit Resolution for Health Partners' Proposed Intensive Residential Treatment Services Program, 2715 Upper Afton Road

### Introduction

James McClean on behalf of Health Partners and Region's Hospital is requesting city approval of a conditional use permit (CUP) to operate a short-term mental health rehabilitation program within the existing building located at 2715 Upper Afton Road. Maplewood allows licensed residential programs in any zoning district within the city with an approved conditional use permit. At this time, the applicant is not proposing any site or exterior building modifications.

This item was originally scheduled to be before the city council on January 9, but the applicant requested the item be tabled until the next meeting. The applicant made this request so it could hold a meeting with concerned parents of children attending the nearby elementary school. This meeting is being held on January 19.

### *Request*

The applicant is requesting city approval of a CUP for a state-licensed residential program.

### Background

August 24, 1982: The city's community design review board approved the plans for the existing building on this site.

### Discussion

#### Conditional Use Permit

The applicant is proposing to remodel the interior of the building located at 2715 Upper Afton Road at a cost of \$2-4 million. The building would house a therapeutic treatment facility with 16 single patient rooms, ancillary offices, meeting and counseling spaces required for the program. The applicant indicates the program would be part of Health Partners care system which includes hospitals, medical and dental clinics, and pharmacies.

This proposed facility would be staffed 24 hours a day, seven days a week. The average stay for patients at the facility would be 60 days. The applicant is seeking to have this facility running by fall of 2017.

A few of the comments staff received from the neighborhood expressed concern about the proposed facility's proximity to the elementary school across the street. State law does not restrict this type of facility's location in terms of distance from a school, nor does the city's zoning code. The city's police chief has reviewed this proposal and is recommending the applicant be required to review the facility's security and response plan on an annual basis with the police chief.

This facility is required to be licensed by the state's Department of Human Services and is deemed a multifamily residential use and the city parking standards are applied as such. Based on the facility having 16 patient rooms, the city would require 32 parking spaces. The site currently has 27 parking spaces but already has a shared parking and access agreement in place with the property to the east giving the building access to 10 additional spaces – for a total of 37 spaces.

Staff is comfortable with waiving the requirement of having 50 percent of the parking spaces be covered since the residents of this facility will not typically have cars on site and the zoning of this site remains business commercial. The applicant has stated its peak parking demand on a daily basis will typically require 15 parking spaces and this would occur during staffing shift changes. The applicant also estimates this use will generate less than 30 vehicular trips made to and from the facility over a 24-hour period.

While the applicant has stated they are not seeking any exterior site modifications at this time, staff is recommending additional screening be added to the site. Staff would recommend screening be added to the west and north property lines to screen the building and use from the surrounding residential uses. The screening needs to provide year-round protection and can be accomplished with either a fence or arborvitae vegetation.

### **Department Comments**

#### *Engineering*

Staff engineer Jon Jarosch reviewed this project and stated since there are no exterior improvements he would have no comment

#### *Building Official, Jason Brash*

Applicant must meet all Minnesota State Building Code requirements.

#### *Fire Department, Butch Gervais*

The applicant will need to have a fire protection and fire alarm notification system installed per code. All the work will require permits and licensed contractors completing the work. A fire department lock box will be required.

*Police Department, Paul Schnell*

The applicant should be required to review its security and response plan on an annual basis with the city's police chief or their designee.

### **Commission Review**

#### Planning Commission

December 20, 2016: The planning commission held a public hearing and recommended approval of this project.

### **Budget Impact**

None.

### **Recommendations**

- A. Approve the attached conditional use permit resolution. This conditional use permit allows an intensive residential treatment services program within the existing building located at 2715 Upper Afton Road. This approval shall be subject to the following conditions:
1. All interior construction work shall be reviewed by the city's building official. All work will require building permits.
  2. The proposed use must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
  3. The city council shall review this permit in one year.
  4. Prior to receiving a certificate of occupancy, the applicant shall provide year-round screening along the west and north property lines. Screening can be achieved with either a fence or appropriate landscaping as approved by staff. Screening is required to be at least 6 feet tall and be at least 80 percent opaque.
  5. The applicant shall submit to city staff a floor plan showing where the residential units will be placed within the building.
  6. By January 31 of every year, the applicant is required to review its security and response plan with the city's police chief or their designee.
  7. Prior to receiving a certificate of occupancy, the applicant shall provide to the city copies of all required licenses issued by the Minnesota Department of Human Services.
  8. Must receive approval of any applicable city licenses as determined by the city's health officer.

9. This permit waives the city code requirement of requiring covered parking spaces for a multifamily residential building.

### **Citizen Comments**

Staff surveyed the 45 surrounding property owners within 500 feet of the proposed site for their opinion about this proposal. Staff received six responses. The Saint Paul Area Chamber of Commerce also submitted a letter regarding this project. This letter can be found in the report's attachments.

#### **In favor**

1. I support this proposal. I have family members who could benefit from such a program. It would be a positive addition to the neighborhood. (Rita Kay Brenner, 2673 Upper Afton Road)

#### **Against**

1. I have lived in my home for 30 years and I do not want this in my backyard. Which I live right by the building. We do not have any problems in our neighborhood nor do we want any to start by putting a mental health place. Find another place to put it. P.S. You got to be kidding if you think we want to live and have mental health people around. I do not want them near my home, kids, or animals. Find a different place to put them. Besides we have an elementary school not even a 100 feet away. We don't want this. (Edward and Kim Schroeffer, 22 Mayhill Road)
2. Very concerned about this facility. Strongly oppose it. Mainly because of the school, have children walking to and from school. Lots of traffic on the road. (Arlene Holst, 28 Mayhill Road)
3. Staff received phone call and summarized comments – Concerned about project's location near school. Opposes this project. (Robert Freid, 56 Mayhill Road)
4. My main concern regarding the location of a mental health rehabilitation program on Upper Afton Rd. is the close proximity to the school. There are always children nearby - either attending school, after-school activities, programs at the Carver School gym and the playground. With news articles where persons apparently rehabilitated often are dangerous to family members, etc. I feel this would not be a proper location for this facility. I no longer drive at night due to my age and therefore will not attend the meeting, but want you to be aware of my concerns. (Shirley Neudahl, 63 Mayhill Road)

#### **No comment**

1. I have no comments. (Rinkel Family Limited Partnership, 2695 Brookview Drive)

**Reference Information****Site Description**

Site Size: 0.53 Acre  
Existing Land Use: Vacant commercial building

**Surrounding Land Uses**

North: Restaurant  
South: Medical office building  
East: Office building  
West: Single family homes

**Planning**

Existing Land Use: Commercial (c)  
Existing Zoning: Business Commercial (bc)

**Application Date**

The city deemed the applicant's applications complete on December 9, 2016. The initial 60-day review deadline for a decision is February 7, 2017. As stated in Minnesota State Statute 15.99, the city is allowed to take an additional 60 days if necessary in order to complete the review of the application.

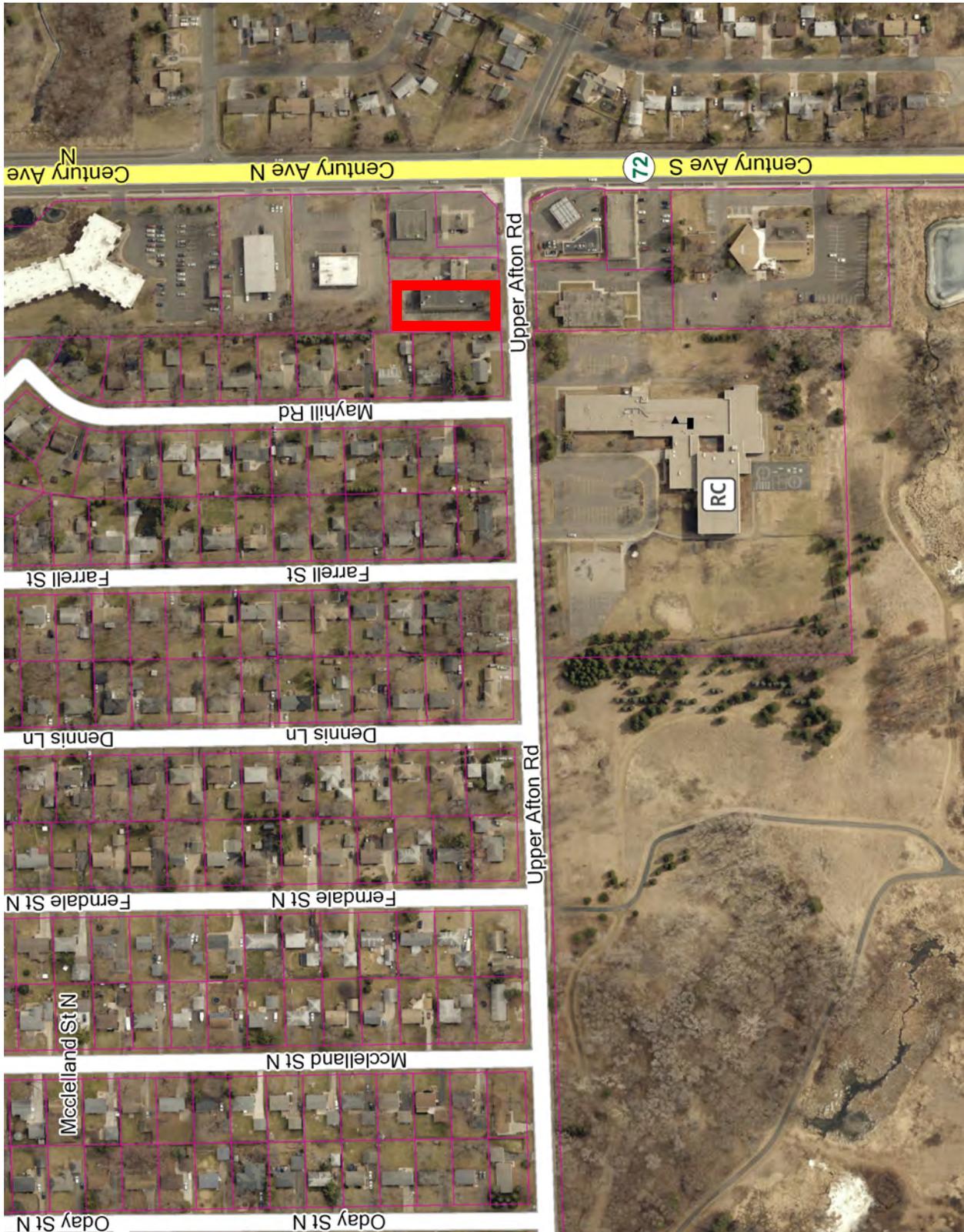
**Attachments**

1. Overview Map
2. Land Use Map
3. Zoning Map
4. Applicant's Letter
5. Saint Paul Area Chamber of Commerce Letter
6. Draft Planning Commission Minutes, December 20, 2016
7. Conditional Use Permit Resolution

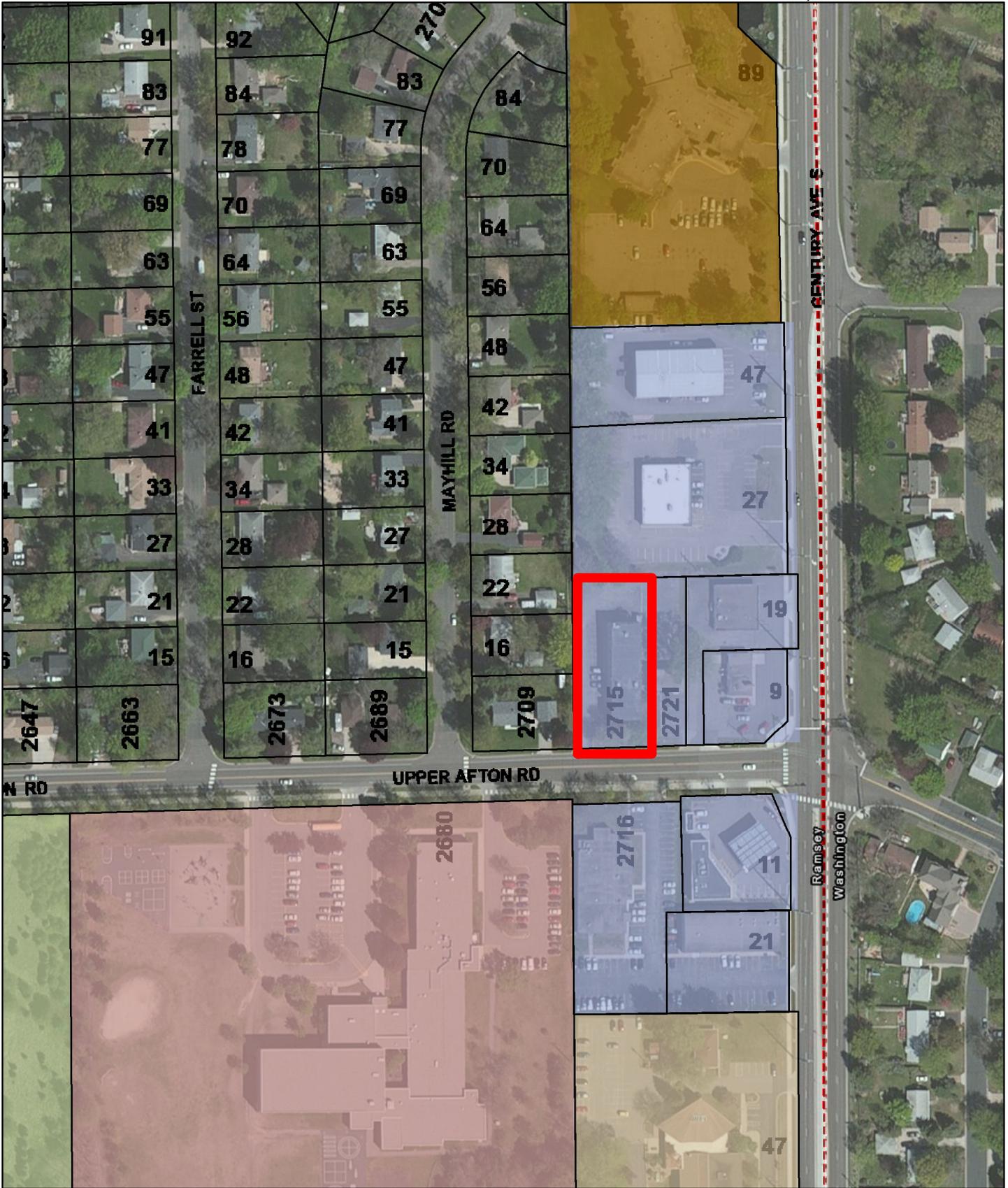


Project Site

**Regions Hospital - Conditional Use Permit Request**



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

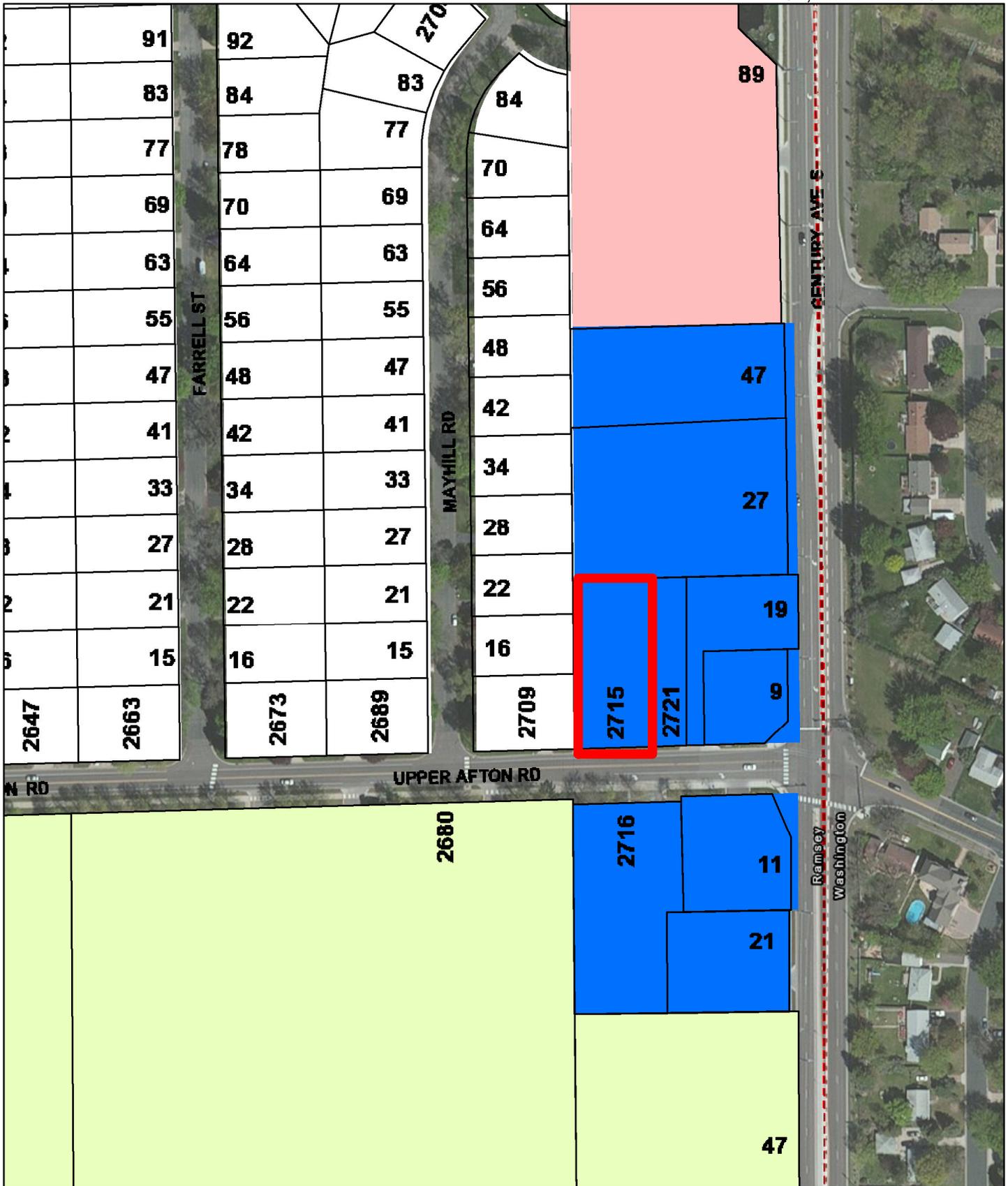


**2715 Upper Afton Road - Health Partners**

Land Use Map

**Legend**

- |   |                          |   |             |
|---|--------------------------|---|-------------|
|  | High Density Residential |  | Commercial  |
|  | Low Density Residential  |  | Park        |
|  | Government               |  | Institution |



**2715 Upper Afton Road - Health Partners**

**Legend**

Zoning Map

- Multiple Dwelling (r3)
- Business Commercial (bc)
- Farm (f)
- Single Dwelling (r1)

Regions Hospital is submitting this Conditional Use Permit for the property on 2715 Upper Afton Road to allow the use of the site for a short-term mental health rehabilitation program that would offer medical support and treatment for patients transitioning from the hospital to home. This project would include an estimated \$2M-\$4M investment into rehabilitating this property and would transform it into a therapeutic treatment facility with 16 single patient rooms, ancillary offices, meeting and counseling spaces required for the program. At the current time, we are not proposing any site or exterior building changes or modifications

The reason for the Conditional Use Permit is that Section 44-1092(3) of the city ordinances requires a conditional use permit for residential programs in zoning districts where they are not specifically prohibited.

The program would be part of HealthPartners care system which includes hospitals, medical and dental clinics, and pharmacies. HealthPartners also has medical and dental insurance plans and HealthPartners Institute provides medical education and conducts research. The City of Maplewood has been determined to have a need for more providers of this vital service for its citizens and Regions Hospital and HealthPartners have a goal to continue to provide healthcare for the local community.

Intensive, short term rehabilitation programs for mental health are well established. There are 19 similar programs, called Intensive Residential Treatment Services (IRTS), in the metro area. They are located in neighborhoods such as West Bloomington, Golden Valley, Minneapolis' Seward neighborhood, St. Louis Park and Lake Elmo. HealthPartners three short-term rehabilitation programs located in St. Paul and St Louis Park have built strong community partnerships with neighboring businesses and residents and have a history of providing services for over twenty years.

Regions Hospital is a Level I Trauma Center that has served our community for more than 140 years. It is a nonprofit teaching hospital that provides care for the brain and nervous system, heart, cancer, emergency care, burn, orthopaedic care, and more.

Regions is also one of the largest providers of care for mental health in the east metro. It serves about 4,000 people a year. In the past few years there has been a growing number of patients who are ready leave the hospital, but cannot. They need short-term rehabilitation, such as an IRTS to continue to recovery and back into the community. However, our state does not have enough of these programs. As a result, every month, Regions alone has about 17 patients who are ready to be discharged to an IRTS from the hospital and have to wait an average of two weeks before there is an opening available for them. The largest percentage of these patients live in Maplewood and would benefit from having a program close to their families. As well, many live in the surrounding communities of St. Paul, Roseville, White Bear Lake and Oakdale.

HealthPartners is proud to serve Maplewood at three health care clinics and we look forward to extending our services with this new program. Some key components of the proposed program include:

- 16 single rooms with bathrooms
- Healing environment with common areas, green space
- 24/7 staffing and supervision
- Staff includes 11 mental health professionals and practitioners
- Average stay is 60 days
- 17 full-time jobs with competitive salaries and benefits
- Plan to be open and operating by late summer/early fall of 2017

Concerning the specific findings for approval of a Conditional Use Permit, we feel that this proposed use is directly aligned with the intent of the City for the following reasons:

• **The use would be located, designed, maintained, constructed and operated to be in conformity with the City's comprehensive plan and Code of Ordinances.**

- The facility meets the following goals outlined in Maplewood's Housing Action Plan including to:
  - Provide for the housing and service needs of a disabled population
  - Provide housing and services to meet the needs of non-traditional households
- The property is currently zoned Office which is the zoning type that this use best fits within in the City of Maplewood given its largely office-centered components for administration, counseling and meeting areas.
- As part of the City's comprehensive plan, the goal is to increase the acreage of office area within the City between now and 2030. Hence, keeping this piece of land as an office use through granting the Conditional Use Permit and allowing the reinvestment by HealthPartners into the renovation and upkeep of a property that otherwise might be redeveloped into a different use fits into the Comprehensive Plan.
- In the 2030 future land use map, this site is shown as "Commercial" which is in line with the proposed use and is also the same future land use as the South Metro site which was approved in 2011 for a Conditional Use Permit.
- HealthPartners owns numerous properties in the metro area that demonstrate a practice of exemplary property maintenance.

• **The use would not change the existing or planned character of the surrounding area.**

- The proposed use would fit within the existing building footprint and from the exterior of the building it would visually appear to be the same or similar to any other office use that may otherwise exist at the property or in the surrounding properties.
- HealthPartners would plan to correct any of the deferred maintenance on the building but otherwise keep the building's overall structure and footprint in its current state so as to not change the existing or planned character of the surrounding area.

- **The use would not depreciate property values.**

- Per the County Assessor (Mr. Stephen Baker), in the City Council Memorandum dated July 18, 2011 for the South Metro IRTS site, he stated “In the past, these types of uses have not been found to negatively impact surrounding values.”
- In that same Memorandum, Mr. Dave Haley, Assistant to the Director of the Ramsey County Human Services Department is noted as stating that there has been no evidence to verify any negative effect on home values. Mr. Haley provided staff with a synopsis of three studies that dealt with programs serving individuals with mental illness. These studies did not show any drop in property values.
- HealthPartners has a history of good general upkeep of buildings and if the CUP is approved would plan to make significant upgrades to this building which is currently mostly vacant with a large degree of deferred maintenance.
- The proposed rehabilitation of this long mostly-vacant property includes a significant financial investment to improve the quality of the building.

- **The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing, or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage water run-off, vibration, general unsightliness, electrical interference or other nuisances.**

- HealthPartners will maintain the property through its professional and first-class property and facilities management personnel.
- There will be no part of this use which would be a nuisance to any person or property because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage water run-off, vibration, general unsightliness, electrical interference.
- There will be a minimum of 2 staff members on site 24 hours per day. HealthPartners will take every precaution and implement best practices to monitor residents to ensure that they do not have any adverse effects on the surrounding community.
- Although there is a stigma or assumption that people with mental illness may cause a nuisance or commit crimes, research, statistics and experience across many different locations and situations indicate that this does not occur.

- **The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.**

- This use will have similar or lower levels of traffic than a standard office use for a similar square footage building.
- We would anticipate that approximately 30 vehicular trips would be made to and from the facility in a 24-hour period.
- Standard office use is generally approximately four vehicles per thousand square feet which would indicate approximately 80 trips to and from the facility if this were a standard office use.

- **The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.**

- This program will have minimal impact on public facilities and services including streets, fire protection, drainage structures, water and sewer systems, schools and parks.
- There will be a need for addition of a sprinkler system for the building for our use which will require additional water capacity.
- The existing site as an office use was designed for use by approximately 40 people during office hours. We will be examining in further depth as we move through architectural plans whether additional water or sewer capacity may be required and to what degree and will cooperate with the City and MET Council to work through the SAC/WAC determination and approval process if needed.
- Based on our experience in providing these services we do not anticipate an increase in police or fire protection.

- **The use would not create excessive additional costs for public facilities or services.**

- This use is very similar to the underlying zoning use of office in terms of its needs for public facilities or services. There may be some staff or patients that choose public transportation or other public services but would not be anticipated to be to a higher degree than average uses within a 10,000 SF office building.
- The building owner will cooperate with the City and MET Council to work through the SAC/WAC determination and approval process if needed.

- **The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.**

- While at this time HealthPartners is not requesting approvals for any site or exterior building improvements, if there were to be a desire for future improvements to the site, HealthPartners would gladly work with the City and surrounding community to incorporate the site's natural and scenic features into the development design just as we have for our other locations in the metro area.

- **The use would cause minimal adverse environmental effects.**

- The proposed use has no associated adverse environmental effects.
- Any potential adverse environmental impacts due to construction or renovation on site will be mitigated and managed by professional and first-class contractors and project managers.



**December 15, 2016**

City of Maplewood Planning Commission members:

Tushar Desai	Allan Ige
Paul Arbuckle	Frederick Dahm
Bill Kempe	John Eads
John Donofrio	

**RE: Support for HealthPartner's Conditional Use Permit application**

Dear Maplewood Planning Commission members:

We write with strong support for the Intensive Residential Treatment Services (IRTS) facility that HealthPartners is proposing to build in Maplewood. As the state's largest local chamber of commerce we know that access to appropriate treatment for mental health is vital to a thriving economy and business climate.

Businesses and other employers rely on health care organizations like HealthPartners to keep our employees healthy and able to work, and this includes mental health care. There is currently a lack of treatment options available, which interrupts the continuum of quality health care in our region, and affecting individuals and employers like our members.

The proposed development project is an excellent opportunity for Maplewood to host a needed and proven service and help employers have a robust pool of employees.

In addition, the proposed development will be an investment of \$2-4 million in Maplewood, and will provide 17 full-time jobs in the city.

We urge you to approve HealthPartner's CUP application for the IRTS facility in Maplewood so that Maplewood and the East Metro can be communities where residents and employees are able to access treatment that meets their needs.

Thank you for your service to Maplewood and our East Metro community.

Sincerely,

Marie Ellis  
Director of Public Affairs and Legal Counsel  
Saint Paul Area Chamber of Commerce  
(651) 265-2780  
marie@saintpaulchamber.com

**DRAFT**  
**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION**  
**1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA**  
**TUESDAY, DECEMBER 20, 2016**  
**7:00 P.M.**

**PUBLIC HEARING**

- a. 7 p.m. or later: Consider Approval of a Conditional Use Permit Resolution for Health Partners Proposed Intensive Residential Treatment Services Program, 2715 Upper Afton Road**
- i. Economic Development Director, Michael Martin gave the presentation on the conditional use permit resolution for Health Partners proposed Intensive Residential Treatment Services Program at 2715 Upper Afton Road.
  - ii. Vice President of Behavioral Health, Health Partners, Babette Apland, addressed and answered questions of the commission.
  - iii. Director of Community Support Programs, Health Partners, Jayne Quinlan, addressed and answered questions of the commission.

Chairperson Arbuckle opened the public hearing.

1. Tom Berkas, 675 Eldridge Avenue East, Maplewood addressed the commission in support of this proposal.

Chairperson Arbuckle closed the public hearing.

Commissioner Kempe moved to approve the conditional use permit resolution in the staff report. This conditional use permit allows an intensive residential treatment services program within the existing building located at 2715 Upper Afton Road. This approval shall be subject to the following conditions:

1. All interior construction work shall be reviewed by the city's building official. All work will require building permits.
2. The proposed use must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. Prior to receiving a certificate of occupancy, the applicant shall provide year-round screening along the west and north property lines. Screening can be achieved with either a fence or appropriate landscaping as approved by staff. Screening is required to be at least 6 feet tall and be at least 80 percent opaque.
5. The applicant shall submit to city staff a floor plan showing where the residential units will be placed within the building.

6. By January 31 of every year, the applicant is required to review its security and response plan with the city's police chief or their designee.
7. Prior to receiving a certificate of occupancy, the applicant shall provide to the city copies of all required licenses issued by the Minnesota Department of Human Services.
8. Must receive approval of any applicable city licenses as determined by the city's health officer.
9. This permit waives the city code requirement of requiring covered parking spaces for a multifamily residential building.

Seconded by Commissioner Desai.

Ayes - All

The motion passed.

This item goes to the city council on January 9, 2017.

## CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, James McClean on behalf of Regions Hospital has applied for a conditional use permit to operate an intensive residential treatment services program at 2715 Upper Afton Road.

WHEREAS, conditional use permits are required for state-licensed residential programs and can be located within any zoning district within the city.

WHEREAS, this permit applies to the site at 2715 Upper Afton Road. The legal description is:

The South 258 feet of Lot 15, lying West of the East 228 feet thereof in Wright's Garden Lots, Ramsey County, Minnesota.

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

1. On December 20, 2016, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approve the conditional use permit
2. On January 23, 2017 the city council discussed the conditional use permit. They considered reports and recommendations from the planning commission and city staff.

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

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

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

Approval is subject to the following conditions:

1. All interior construction work shall be reviewed by the city's building official. All work will require building permits.
2. The proposed use must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. Prior to receiving a certificate of occupancy, the applicant shall provide year-round screening along the west and north property lines. Screening can be achieved with either a fence or appropriate landscaping as approved by staff. Screening is required to be at least 6 feet tall and be at least 80 percent opaque.
5. The applicant shall submit to city staff a floor plan showing where the residential units will be placed within the building.
6. By January 31 of every year, the applicant is required to review its security and response plan with the city's police chief or their designee.
7. Prior to receiving a certificate of occupancy, the applicant shall provide to the city copies of all required licenses issued by the Minnesota Department of Human Services.
8. Must receive approval of any applicable city licenses as determined by the city's health officer.
9. This permit waives the city code requirement of requiring covered parking spaces for a multifamily residential building.

The Maplewood City Council \_\_\_\_\_ this resolution on January 23, 2017.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Andrea Sindt, City Clerk  
Regan Beggs, Business License Specialist

**DATE:** January 11, 2017

**SUBJECT:** Consider Approval of Resolution for a Lawful Gambling Premises Permit for Hill Murray Father's Club to Conduct Gambling Activities at the Crooked Pint Ale House, 1734 Adolphus Street

**Introduction**

On December 27, 2016, Bradd Soutor submitted an application requesting approval of a Premises Permit for Hill Murray Father's Club to conduct lawful gambling at Crooked Pint Ale House, 1743 Adolphus Street in Maplewood. Hill Murray Father's Club previously conducted lawful gambling activity when the establishment at 1734 Adolphus St was under operation as Champps of Maplewood.

**Background**

Hill Murray Father's Club is a non-profit organization dedicated to the Hill-Murray School, its students and the community, and exists to create a strong relationship between Hill-Murray parents, faculty, and administration. The organization promotes the shared responsibilities between parents and teachers in a student's education, in addition to educational and social activities that benefit Hill-Murray School. The organization has been in existence 1993.

For the purposes of this permit application, a background investigation has been conducted on the organization's designated gambling manager: Bradd Soutor; nothing was identified in this investigation that would prohibit the approval of this permit.

Minnesota Statute §349.213 subd.2 requires that Premises Permits, issued by the Gambling Control Board, may not be issued unless approval by resolution is received from the City Council of the city in which the premises is located.

**Budget Impact**

None

**Recommendation**

It is recommended that Council approve the resolution for a Lawful Gambling Premises Permit for Hill Murray Father's Club to conduct gambling activities at the Crooked Pint Ale House, 1734 Adolphus Street.

**Attachments**

1. Resolution for a Lawful Gambling Premises Permit

**RESOLUTION \_\_\_\_**  
**LAWFUL GAMBLING PREMISES PERMIT FOR**  
**HILL MURRAY FATHER'S CLUB AT CROOKED PINT ALE HOUSE, 1734 ADOLPHUS ST**

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premises permit for lawful gambling is approved for Hill Murray Father's Club to conduct gambling activities at Crooked Pint Ale House, 1734 Adolphus St, Maplewood, MN.

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

FURTHERMORE, that the Maplewood City Council requests that the Gambling Control Division of the Minnesota Department of Gaming approve said permit application as being in compliance with Minnesota Statute §349.213.

NOW, THEREFORE, be it further resolved that this Resolution by the City Council of Maplewood, Minnesota, be forwarded to the Gambling Control Division for their approval.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Andrea Sindt, City Clerk  
Regan Beggs, Business License Specialist

**DATE:** January 13, 2017

**SUBJECT:** Consider Approval of New Intoxicating Liquor Establishment Managers – Chili's Bar & Grill #224, Chipotle Mexican Restaurant #224, Outback Steakhouse, and Tokyo Sushi - All You Can Eat

**Introduction**

The following businesses have reported to the City that a new manager has assumed the On-Sale Intoxicating Liquor responsibilities for their establishments:

1. Chili's Bar & Grill (1800 Beam Ave) – David Paul Vanness
2. Chipotle Mexican Grill #224 (2303 White Bear Ave) – William Ruff
3. Outback Steakhouse (1770 Beam Ave) – Dawn Dupris
4. Tokyo Sushi All You Can Eat (1935 Beam Ave #103) – Ming Zhen Li

**Background**

For the purposes of the license applications, background investigations were conducted on each of the new managers; nothing has been identified that would prohibit these individuals from assuming the manager responsibilities for their related establishments.

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

**Budget Impact**

None

**Recommendation**

It is recommended that the Council approve the new Intoxicating Liquor Establishment Managers – Chili's Bar & Grill #224, Chipotle Mexican Restaurant #224, Outback Steakhouse, and Tokyo Sushi - All You Can Eat.

**Attachments**

None

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

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

**DATE:** January 13, 2017

**SUBJECT:** Consider Approval of Resolution Authorizing Preparation of Plans and Specifications for Municipal Building Improvements, Project 17-01

### **Introduction**

The City Council will consider adopting a resolution authorizing the preparation of plans and specification for the municipal building improvements, City Project 17-01, slated for 2017.

### **Background**

The City conducted a citywide asset management study in 2015 of its municipal facilities in order to identify deficiencies and prioritize resources with the limited resources available. The 2017-2021 CIP utilized the asset management study to identify projects and associated funding based on high priority systems or components that were listed as critical.

The City sold bonds in 2016 for its planned improvements in 2016 and 2017. Thus the financing is already in place for this project as detailed in the budget impact section.

### **Discussion**

Building improvements are slated for the following:

#### **City Hall**

- Replace general interior lighting and emergency and exit lighting.
- Modify existing IT Server room HVAC to provide redundancy in cooling system.
- Replacement of acoustical ceilings, and carpet flooring.
- Remove tile flooring in lobby and replace with polished concrete.
- Miscellaneous painting of interior partitions and gypsum board ceilings.
- Council Chamber finish upgrades including wall, floor, and ceiling finishes, lighting and dais paneling and work surfaces. (Mechanical and structural soffit systems to remain)

#### **Parks Maintenance**

- Replace overhead doors and operators.
- Remove flooring in restroom and breakroom and replace with polished concrete.
- Upgrade electrical service, panel and switchgear.
- Replace electric water heater with new gas water heater.
- Replacement of emergency and exit lighting.
- Upgrades to building exhaust systems.

#### **Central Fire Station**

- Replacement of interior emergency and exit lighting.

These improvements must be properly scoped, designed, bid, and inspected. To accomplish that the City is proposing to utilize one of its pool consultants that is familiar with the City's building infrastructure and led the citywide asset management study back in 2015. SEH, Inc. has provided a Supplement Letter Agreement that must be signed by the Mayor and City Manager in order to proceed with the improvements.

### **Budget Impact**

In 2016 the bond authorization and sale was based on the approved capital improvement plan document. Thus the total budget for the project will be set at \$765,000.00.

### **Recommendation**

It is recommended the City Council approve a Resolution Authorizing the Preparation of Plans and Specification for the Municipal Building Improvements, Project 17-01.

### **Attachments**

1. Resolution
2. Supplemental Letter Agreement
3. Approved 2017-2021 CIP Sheets

**RESOLUTION**

**AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS**

WHEREAS, the City of Maplewood completed a citywide asset management study in 2015 to inform the decision making process for building facility improvements, and

WHEREAS, the proposed Municipal Building Improvements, City Project 17-01, have been prioritized and are identified in the approved 2017-2021 Capital Improvement Plan.

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

1. The proposed Municipal Building Improvements, City Project 17-01, are hereby authorized to proceed and plans and specification shall be developed in order to bid the project according to State Statute.
2. The professional services firm, and authorized consultant, shall be SEH, Inc. SEH, Inc. shall be authorized in an amount of \$73,200.00 upon signature of the Supplemental Letter Agreement for Services by the Mayor and City Manager.
3. The Finance Director is hereby authorized to make the financial transfers necessary for the preparation of plans and specifications. A proposed budget of \$765,000.00 shall be established. The proposed financing is CIP Bond revenue from the 2016 issuance.

Approved this 23rd day of January 2017.



Building a Better World  
for All of Us®

January 13, 2017

RE: Professional Services Fee Proposal  
Municipal Building Improvements  
SEH No. MAPLE P-139867 14.00

Mr. Michael Thompson, PE  
Director of Public Works  
City of Maplewood  
1902 County Road B East  
Maplewood, MN 55109

Dear Mr. Thompson:

This Supplemental Letter Agreement No. 122 is an extension of and in accordance with the Standard Agreement for Professional Engineering Services between the City of Maplewood (City) and Short Elliott Hendrickson Inc. (SEH®). This supplemental agreement pertains to the Municipal Building Improvements Projects at the City Hall, Parks Maintenance and Central Fire Station Buildings and is based on information provided to date.

#### PROJECT OVERVIEW

The City of Maplewood is planning building improvements to the City Hall, Parks Maintenance and Central Fire Station Buildings. The improvements are based on the previously completed asset management report and include the following:

##### City Hall

- Replace general interior lighting and emergency and exit lighting.
- Modify existing IT Server room HVAC to provide redundancy in cooling system.
- Replacement of acoustical ceilings, and carpet flooring.
- Remove tile flooring in lobby and replace with polished concrete.
- Miscellaneous painting of interior partitions and gypsum board ceilings.
- Council Chamber finish upgrades including wall, floor, and ceiling finishes, lighting and dais paneling and work surfaces. (Mechanical and structural soffit systems to remain)

##### Parks Maintenance

- Replace overhead doors and operators.
- Remove flooring in restroom and breakroom and replace with polished concrete.
- Upgrade electrical service, panel and switchgear.
- Replace electric water heater with new gas water heater.
- Replacement of emergency and exit lighting.
- Upgrades to building exhaust systems.

##### Central Fire Station

- Replacement of Interior emergency and exit lighting.

#### SCOPE OF SERVICES

Our Architecture, Engineering and project management services include the following:

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

**Task 1: Design Phase Services:**

- SEH design team coordination and administration.
- Attendance at two (2) design meeting to present design and finish option and materials.
- Attendance at one (1) design meeting to review 90% complete plans.
- Generation of detailed architectural, mechanical and electrical construction drawings and specifications in electronic format, including required engineering analysis. Construction document package will be prepared and certified for the purpose of submitting to governing authorities for plan review, and for issuance to contractors for construction.
- Preparation of front end procurement specifications (Divisions 00 and 01) to facilitate the bidding phase.
- Preparation of building code analysis for code compliance review and approval.
- Preparation of final Estimate of Probable Construction Cost.

**Task 2: Bidding Phase Services**

- Assist City with public bidding process.
- Distribute bidding documents to potential bidders electronically via SEH website.
- Provide responses and clarifications to bidder questions via addendum process.
- Attend one (1) Prebid meeting at the project site with potential bidders.
- Attend one (1) bid opening, review and tabulate bids and provide a written recommendation of award letter to the City.

**Task 3: Construction Phase Services**

- Prepare construction contract between City and Contractor upon approval of City Council.
- Review contractor submittals, such as shop drawings and material samples, for compliance with the design intent.
- Respond to contractor Request for Information (RFI's).
- Review contractor Applications for Payment and provide recommendations to City.
- Provide five (5) construction site visit to review the progress of the work.
- Provide final walk through and develop punch list upon completion of work at each building.

Please *note the following services are not included in this Scope of Work:*

- *Civil engineering services and modifications to the existing site layout.*
- *Structural engineering services.*
- *Building system commissioning Services.*
- *Acoustical engineering and design services.*
- *Testing or removal of hazardous materials encountered during the project.*
- *Value Engineering or redesign.*
- *Furniture, fixtures and equipment (FF&E) design and procurement*

**COMPENSATION**

We are pleased to offer the professional services, as outlined in the Scope of Services above for a lump sum fee of \$72,000 plus reimbursable expenses as outlined below:

**REIMBURSABLE EXPENSES**

Reimbursable expenses including, but not limited to, travel, printing, shipping, permitting fees paid on behalf of the Owner and miscellaneous expenses directly related to the project will be billed in addition to the above fees. Reimbursable expenses are estimated at \$1200.

**INVOICING**

Invoicing for all professional services and reimbursable expenses will be on a monthly basis, and will be based on the estimated progress and reimbursable expenses incurred during each billing period.

**ADDITIONAL SERVICES**

Changes to the project scope of work as initially defined at the time of project startup will be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services can be identified either on a lump-sum basis or as an estimated fee at standard hourly rates.

**SCHEDULE**

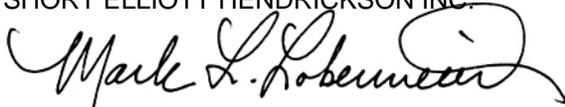
The Consultants services shall be performed as expeditiously as is consistent with the orderly progress of the Work. Upon acceptance of this proposal a more detailed project schedule will be developed and submitted to the City for review and approval if requested.

**REMARKS**

This letter represents the entire understanding between the City and SEH in respect to the project and may only be modified in writing, signed by both parties. We look forward to working with you on this project. If this letter proposal satisfactorily sets forth the conditions of our agreement, please sign in the space below and return one copy to our office. Thank you again for the opportunity to propose these services.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Mark Lobermeier, PE  
Client Service Manager

**City of Maplewood (Owner)**

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

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

s:\ko\m\maple\common\2017 municipal building updates\municipal building proposal\municipal bldg improvements\_011017.docx







## MEMORANDUM

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Thompson, Public Works Director  
**DATE:** January 13, 2017  
**SUBJECT:** Consider Approval of Resolution Authorizing Preparation of Plans and Specifications for Nature Center Building Improvements, Project 17-02

### **Introduction**

The City Council will consider adopting a resolution authorizing the preparation of plans and specification for the nature center building improvements, City Project 17-02, slated for 2017.

### **Background**

The City conducted a citywide asset management study in 2015 of its municipal facilities in order to identify deficiencies and prioritize resources with the limited resources available. The 2017-2021 CIP utilized the asset management study to identify projects and associated funding based on high priority systems or components that were listed as critical.

### **Discussion**

Critical improvements are proposed to the Nature Center as follows:

- 1) Replacement of one (1) furnace unit and underground ductwork serving the Exhibit Hall.
- 2) Replacement of restroom fixtures and exhaust systems.
- 3) Replacement of Interior emergency and exit lighting.
- 4) Replacement of interior finishes including carpet, vinyl tile flooring, acoustical ceilings and casework in the large meeting room.
- 5) Replacement of the exterior materials including roofing (shingled and membrane roof areas), siding and windows.

There has been underinvestment in the Nature Center building over past years and the proposed improvements will ensure the facility can continue to operate in its current capacity.

The Nature Center improvements must be properly scoped, designed, bid, and inspected. To accomplish that the City is proposing to utilize one of its pool consultants that is familiar with the City's building infrastructure and led the citywide asset management study back in 2015. SEH, Inc. has provided a Supplemental Letter Agreement that must be signed by the Mayor and City Manager in order to proceed with the improvements.

### **Budget Impact**

The approved 2017-2021 CIP estimated total project costs at \$220,000.00. This is the proposed budget. The financing source will be Park Abatement Bonds or similar according to the Finance Director.

**Recommendation**

It is recommended that the City Council approve a Resolution Authorizing the Preparation of Plans and Specification for the Nature Center Building Improvements, Project 17-02.

**Attachments**

1. Resolution
2. Supplement Letter Agreement
3. Approved 2017-2021 CIP Sheets

**RESOLUTION**

**AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS**

WHEREAS, the City of Maplewood completed a citywide asset management study in 2015 to inform the decision making process for building facility improvements, and

WHEREAS, the proposed Nature Center Building Improvements, City Project 17-02, have been prioritized and are identified in the approved 2017-2021 Capital Improvement Plan.

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

1. The proposed Nature Center Building Improvements, City Project 17-02, are hereby authorized to proceed and plans and specification shall be developed in order to bid the project according to State Statute.
2. The professional services firm, and authorized consultant, shall be SEH, Inc. SEH, Inc. shall be authorized in an amount of \$23,400.00 upon signature of the Supplemental Letter Agreement for Services by the Mayor and City Manager.
3. The Finance Director is hereby authorized to make the financial transfers necessary for the preparation of plans and specifications. A proposed budget of \$220,000.00 shall be established.

Approved this 23rd day of January 2017.



Building a Better World  
for All of Us®

January 13, 2017

RE: Professional Services Fee Proposal  
Maplewood Nature Center Improvements  
SEH No. MAPLE P-139867 14.00

Mr. Michael Thompson, PE  
Director of Public Works  
City of Maplewood  
1902 County Road B East  
Maplewood, MN 55109

Dear Mr. Thompson:

This Supplemental Letter Agreement No. 121 is an extension of and in accordance with the Standard Agreement for Professional Engineering Services between the City of Maplewood (City) and Short Elliott Hendrickson Inc. (SEH®). This supplemental agreement pertains to the Maplewood Nature Center Improvements Project and is based on information provided to date.

#### PROJECT OVERVIEW

The City of Maplewood is planning interior and exterior building improvements to the Nature Center Building. The improvements are based on the previously completed asset management report and include the following:

- Replacement of one (1) furnace unit and underground ductwork serving the Exhibit Hall.
- Replacement of restroom fixtures and exhaust systems.
- Replacement of Interior emergency and exit lighting.
- Replacement of interior finishes including carpet, vinyl tile flooring, acoustical ceilings and casework in the large meeting room.
- Replacement of the exterior materials including roofing (shingled and membrane roof areas), siding and windows.

#### SCOPE OF SERVICES

Our Architecture, Engineering and project management services include the following:

##### Task 1: Design Phase Services:

- SEH design team coordination and administration.
- Attendance at one (1) design meeting to review interior and exterior finish selection options, materials and colors/patterns.
- One (1) site visit by licensed asbestos inspector to review and collect up to 10 samples for laboratory analysis. Results and written report of findings will be provided.
- Generation of detailed architectural, mechanical and electrical construction drawings and specifications in electronic format, including required engineering analysis. Construction document package will be prepared and certified for the purpose of submitting to governing authorities for plan review, and for issuance to contractors for construction.
- Preparation of front end procurement specifications (Divisions 00 and 01) to facilitate the bidding phase.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

- Attendance at one (1) design meeting to review 90% complete plans.
- Preparation of building code analysis for code compliance review and approval.
- Preparation of final Estimate of Probable Construction Cost.
- Preparation and submittal of plumbing design documents to Minnesota Department of Labor for plumbing plan review. Plan review fees will be billed as a reimbursable expense.

#### Task 2: Bidding Phase Services

- Assist City with public bidding process.
- Distribute bidding documents to potential bidders electronically via SEH website.
- Provide responses and clarifications to bidder questions via addendum process.
- Attend one (1) Prebid meeting at the project site with potential bidders.
- Attend one (1) bid opening, review and tabulate bids and provide a written recommendation of award letter to the City.

#### Task 3: Construction Phase Services

- Prepare construction contract between City and Contractor upon approval of City Council.
- Review contractor submittals, such as shop drawings and material samples, for compliance with the design intent.
- Respond to contractor Request for Information (RFI's).
- Review contractor Applications for Payment and provide recommendations to City.
- Provide three (3) construction site visit to review the progress of the work.
- Provide final walk through and develop punch list upon completion of work.

Please *note the following services are not included in this Scope of Work:*

- *Civil engineering services and modifications to the existing site layout.*
- *Structural engineering services.*
- *Building system commissioning Services.*
- *Removal of hazardous materials encountered during the project.*
- *Value Engineering or redesign.*
- *Furniture, fixtures and equipment (FF&E) design and procurement*

#### COMPENSATION

We are pleased to offer the professional services, as outlined in the Scope of Services above for a lump sum fee of \$23,000 plus reimbursable expenses as outlined below.

#### REIMBURSABLE EXPENSES

Reimbursable expenses including, but not limited to, travel, printing, shipping, permitting fees paid on behalf of the Owner and miscellaneous expenses directly related to the project will be billed in addition to the above fees. Reimbursable expenses are estimated at \$400.

#### INVOICING

Invoicing for all professional services and reimbursable expenses will be on a monthly basis, and will be based on the estimated progress and reimbursable expenses incurred during each billing period.

#### ADDITIONAL SERVICES

Changes to the project scope of work as initially defined at the time of project startup will be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services can be identified either on a lump-sum basis or as an estimated fee at standard hourly rates.

January 10, 2017  
Page 3

**SCHEDULE**

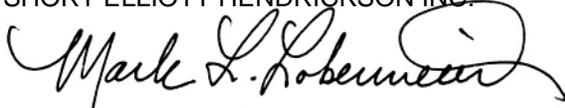
The Consultants services shall be performed as expeditiously as is consistent with the orderly progress of the Work. Upon acceptance of this proposal a more detailed project schedule will be developed and submitted to the City for review and approval if requested.

**REMARKS**

This letter represents the entire understanding between the City and SEH in respect to the project and may only be modified in writing, signed by both parties. We look forward to working with you on this project. If this letter proposal satisfactorily sets forth the conditions of our agreement, please sign in the space below and return one copy to our office. Thank you again for the opportunity to propose these services.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Mark Lobermeier, PE  
Client Service Manager

**City of Maplewood (Owner)**

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

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

s:\ko\m\maple\common\2017 municipal building updates\nature center proposal\nature center improvements\_011017.docx

