

**CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
May 21, 2019
6:30 PM**

North St. Paul City Hall – Council Chambers
2400 Margaret Street

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

IV. ADOPT AGENDA

V. PRESENTATIONS

- A. Community Service Awards
- B. New Fire Department Lieutenants: Jordan Wardell and Lamarr Stringer

VI. CONSENT AGENDA

- A. May 7, 2019 workshop meeting minutes
- B. May 7, 2019 regular meeting minutes
- C. General accounts payable: \$1,126,327.47
- D. HRA accounts payable: \$41,207.39
- E. Be Active! Be Green! Recycling Program Application to Ramsey County
- F. MnDOT Cooperative Landscaping Agreement
- G. Appointment of alternate member to the Police Civil Service Commission
- H. Declaration of Police Department surplus equipment to be retired for public auction-2009 Ford Crown Victoria black and white squad car
- I. Declaration of Police Department surplus equipment to be retired for public auction-2004 Harley-Davidson motorcycle
- J. Application for a Charitable Gambling Permit to conduct lawful gambling in the form of Raffles by The Sons of The American Legion, Post #39 on July 21, 2019
- K. Application from Maplewood Moose Lodge #963 for a Charitable Gambling Permit to conduct off-site lawful gambling at Sidewinder's, 2573 7th Avenue, North St. Paul

- L. Public Works Employees, Teamsters Local 320, approval of labor contract
- M. Police Sergeants, LELS Local 298, approval of labor contract
- N. Non-union employee COLA and Wage Adjustment

VII. MEETING OPEN TO THE PUBLIC

Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the Deputy Clerk prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.

VIII. PUBLIC HEARINGS

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

- A. Agreement for professional services with Rainbow Tree Company for the treatment of Emerald Ash Borer.

X. REPORTS OF CITY MANAGER & DEPARTMENTS

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

XII. GENERAL BUSINESS

XIII. CLOSED SESSION

There are no closed sessions.

XIV. ADJOURNMENT

The next regularly scheduled City Council meeting is Tuesday, June 4, 2019 at 6:30 p.m.

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE COMMUNITY SERVICES DEPARTMENT

Agenda placement: Presentations

Subject: Community Service Award

To: Honorable Mayor and City Council

Background/Facts:

- The City of North St. Paul Community Services Award program was developed in 2016 by a committee of staff and community members.
- This evening the City will honor outstanding achievements by citizens in 3 categories. Those categories are:
 - Legacy Award (1)
 - Community Service Award
 - Youth Individual or Youth Group (2)
 - Adult Individual or Adult Group (1)
 - Good Neighbor Award (1)
- This year's Legacy Award Winner is: Donald Regan
- This year's Community Service Award Youth Winner are: Tyler Chesemore and Tyler Olson
- This year's Community Service Award Adult Winner is: Cathy Troendle
- This year's Good Neighbor Award Winner is: Donald Bieniek

Attachments:

Community Service Award Program

Respectfully submitted,

/s/ DG by mm

Debra Gustafson
Administrative and Community Services Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager



About the Program

Each year the City of North St. Paul accepts nominations for the Community Service Award Program honoring outstanding achievements by citizens in three categories:

- Legacy Award
- Community Service Award (Youth, Individual or Group, 18 years old or younger) Community Service Award (Adult Individual or Group, 19 years old or older)
- Good Neighbor Award

Award Criteria

The Legacy Award recognizes a person who possesses a record of notable achievements, has demonstrated community leadership, possesses and exhibits high ethical standards, has a history of involvement in a variety of community activities and/or organizations, has illustrated on-going support for community projects.

Thank you for your service!

Congratulations from
The City of North St. Paul!



City of North St. Paul Community Service Awards Recognition

Tuesday, May 21, 2019

Reception 5:30 p.m.
Council Recognition 6:30 p.m.



Award Recipients

Legacy Award - Donald Regan



Don Regan has resided in North St. Paul for over 60 years. Don is the founder of Premier Banks. His first bank opened in a modest trailer. Since then, Premier Banks has grown to three charters and 20 branches statewide.

Don and his late wife Jean were very committed to the community. Their involvement in many organizations included youth sports, Polar Arena, St. Peters Catholic Church and many others. Don has been a pillar of the community, and a very strong supporter for the tremendous contributions he has made to North St. Paul.

This Legacy Award could not be awarded to a more deserving recipient.

Community Service Award - Cathy Troendle



Cathy has been very involved with Southwood Nature Preserve for years, and is very dedicated to restoring the preserve back to the 1800s.

A great volunteer, educator and event planner, Cathy taught nature classes to students at Cowern School as well as worked with the 6th grade students at Maplewood Middle on Field Day Projects at the Preserve. Cathy completed three

Master Naturalist classes at the U of M in order to teach students.

Cathy also checks the bluebird houses once a week and keeps record of the nesting boxes. Cathy has organized many buckthorn removal pulls and native plantings. Cathy is truly dedicated to Southwood Preserve.



“The spirit of service is the heart of humanity.”

Community Service Award - Youth Tyler Chesemore & Tyler Olson



For nearly three years, Tyler Chesemore & Tyler Olson, students from the Lions Gate Academy, Student Service Life Program have served the City of North St. Paul.

The volunteer projects and tasks they have helped with are endless and include, painting and flushing fire hydrants, Fire Prevention Safety Week at local schools, controlled burns at the parks, truck cleaning and maintenance, and other numerous tasks.

Both have volunteered their time and energy with exceptional enthusiasm and effort, and always with a smile!

Good Neighbor Award - Don Bieniek



For 28 years, Don Bieniek has kept a watchful eye on his neighbors home and property, Don and Paige Lincoln, as well as others in the neighborhood.

Don takes the time to get to know people and is always up-to-date on city news and information in order to keep his neighbors in the loop.

During the winter, Don clears snow around the mailboxes of his neighbors to make sure mail can be delivered, and pushes back snow piles at the end of driveways. He also assists with neighbors lawn mower and snow blower repairs. Don is a very compassionate person, and is always willing to lend a hand.

City of North Saint Paul
May 7, 2019
Proposed City Council Workshop Meeting Minutes

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 5:00 p.m.

II. ROLL CALL

Present: Council Member Scott Thorsen
Council Member Candy Petersen
Council Member Tom Sonnek (5:06)
Council Member Jan Walczak
Mayor Terry Furlong

Staff: Interim City Manager Scott Duddeck, Deputy Clerk Mary Mills, City Attorney Soren Mattick (5:06), City Engineer Morgan Dawley (5:28), Interim Finance Director Jason Zimmerman.

Guests: Mikaela Huot, Bakertilly LLC; Aaron Nielsen and Jaclyn Huegel, MMKR (Malloy, Montague, Karnowski, Radosevich & Co., P.A.)

III. ADOPT AGENDA

On motion by Council Member Petersen, seconded by Council Member Thorsen, with all present voting aye, Council Member Sonnek absent for the vote (4-0), motion carried to approve the agenda as presented.

IV. TOPIC(S)

A. Tax Increment Financing (TIF) presentation by Mikaela Huot of Bakertilly LLC, formerly known as Springsted.

City Manager Duddeck introduced Mikaela Huot. The topic of discussion was the proposed redevelopment of Anchor Block North Project site. Mikaela gave an overview of what TIF is, a description of the proposed project, possible types of TIF Districts, Financing Options, and schedule and next steps. Her entire presentation is available in the office of the City Manager.

Council consensus was to move forward with researching all the options and determine the next best steps for this project.

Council Member Petersen left the meeting from 6:00-6:02 p.m.

B. Comprehensive Audit Financial Report (CAFR). Aaron Nielsen and Jaclyn Huegel of MMKR (Malloy, Montague, Karnowski, Radosevich & Co., P.A.).

Each year at the conclusion of their audit, the city's auditors review the Comprehensive Annual Financial Report (CAFR) with the city council.

Aaron Nielson, and Jackie Huegel, partners with MMKR, discussed the results of the 2018 CAFR, Special Purpose Report, and Management Reports related to their audit. They responded to questions of the council and they also provided a brief overview as a presentation at the regular council meeting. The Management Report consisted of:

- Audit Summary
- Governmental Funds Overview
- Enterprise Funds Overview
- Government-Wide Financial Statements
- Legislative Updates
- Accounting and Auditing Updates

There was no action required of the city council as the auditor's report is informational only. The reports are available for review at the office of the City Manager as well as on the City Website.

V. OTHER BUSINESS

City Manager Duddeck noted that budget discussions would be scheduled soon. Staff is meeting with department heads to begin the process. This will proceed on the assumption of maintaining a flat budget. Topics will include Internal Service Funds, Building Maintenance, Mechanic allocation and Casey Lake Building.

Clarification was given by Attorney Mattick on two items on the Council Consent Agenda.

VI. ADJOURNMENT

There being no further business, on motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (5-0), Mayor Furlong adjourned the workshop meeting at 6:37 p.m.

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager

City of North Saint Paul
May 7, 2019
Proposed Regular City Council Meeting Minutes

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 6:41 p.m.

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

Present: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Staff: Interim City Manager Scott Duddeck, City Engineer Morgan Dawley, Deputy Clerk Mary Mills, Police Chief Tom Lauth, Finance Director Jason Zimmerman.

IV. ADOPT AGENDA

On motion by Council Member Sonnek, seconded by Council Member Petersen, with all present voting aye (5-0), motion carried to approve the agenda as submitted.

V. PRESENTATIONS

A. 2018 Comprehensive Annual Financial Report, Aaron Nielsen of MMKR (Malloy Montague Karnowski Radosevich & Co P.A.)

Mayor Furlong welcomed Aaron Nielsen of MMKR and invited him to address the City Council. Each year at the conclusion of their audit, the city's auditors review the Comprehensive Annual Financial Report (CAFR) with the city council. Mr. Nielsen reviewed the City's Comprehensive Annual Financial Report and financial statements ending December 31, 2018, as well as Special Purpose Report and Management Report.

Aaron Nielson, and Jackie Huegel, partners with MMKR, attended the city council workshop to discuss the results of the 2018 CAFR, special purpose report, and management comments related to their audit. They responded to any questions of the council and they also provided a brief overview as a presentation at the regular council meeting.

MMKR issued an unmodified opinion on the City's basic financial statements. They reported no deficiencies in the City's internal control over financial reporting. There were no instances of noncompliance. There were two findings regarding Fire Relief Payment and the Solid Waste Management Billing.

There was no action required of the city council as the auditor's report is informational only. Mayor Furlong thanked Mr. Nielsen for his report.

B. MNSPECT Update by Scott Qualle, President

Interim City Manager Scott Duddeck introduced Scott Qualle, from MNSPECT, and invited him to address the City Council.

Mr. Qualle reviewed the history, technology and staffing of MNSPECT, providing building inspection contract services to the City of North St. Paul. He stated MNSPECT currently has 6 former building officials on staff, who are experienced and have worked in the industry for over 30 years. He added electronic plan review and transmission through the use of City Force software has expedited the process and provided significant benefits. He stressed the importance of sharing information to ensure Code compliance.

Council Member Sonnek requested clarification regarding reporting capability of the software that is being used. Mr. Qualle stated City Force software will be designed to produce a variety of reports, and will be fully implemented within the next 60 days.

Council Member Sonnek asked whether contractors and residents can pay for permits online. Mr. Qualle stated that capability will be available by October 2019.

Council Member Sonnek asked whether plan requirements will be available electronically for different projects. Mr. Qualle confirmed this, adding documents can be obtained electronically via email or from the City website, and they are also available in hard copy at City Hall. He added there is one customer service phone number with two options that gives residents the option of selecting a MNSPECT inspector or City Staff.

Council Member Sonnek stated it would be helpful to have a library of planning and building documents at City Hall. Mr. Duddeck agreed. Mr. Qualle stated legislative standards are expected to change and documents will be amended accordingly. He added changes will be made to online documents and uploaded with links on the City website.

Mayor Furlong thanked Mr. Qualle for his presentation.

C. ISD 622 2019 Bond Referendum, Superintendent Christine Osorio

Mr. Duddeck introduced Christine Osorio, Superintendent of School District #622, and invited her to address the City Council.

Ms. Osorio reviewed the District bond referendum, a vote for which will take place on May 14, 2019. She added the District hopes to address issues related to building use, traffic flow, security and safety. She noted all the District buildings are over 50 years old, and there is a need for additional space for necessary services.

Ms. Osorio gave a slide presentation featuring photos she has taken in school facilities around the District, showing spaces that are being repurposed to accommodate necessary services. She stated many buildings are not ADA-compliant, and have not been renovated to provide accommodations for accessibility. She added school safety is a major component of the proposal, as school entrances need to be renovated and traffic zones enhanced to increase safety. She added North High School's campus is overcrowded and all students are not in one place, which is a security issue. She noted new technology will be required to increase security and provide additional options for visitor screening at building entrances.

Ms. Osorio stated the total project cost of \$275 million would mean that homeowners would see approximately \$5 per month property tax increase. She added a tax calculator is available on the District so residents can calculate their increase amount.

Ms. Osorio stated a community input process has been ongoing throughout the 2018-2019 school year, including a series of surveys administered by Springsted Consultants to gauge opinions of families and students. She added the proposal includes a reduction from 14 schools to 11 schools, to create flexibility for future economic changes and operating efficiency. She noted attendance boundaries would be reviewed and amended later in the process, and if the levy goes through, no changes would be initiated until the 2022-23 school year.

Ms. Osorio stated additional information related to the referendum, as well as her presentation, are available on the District website.

Council Member Walczak requested clarification regarding funding for renovations to Richardson Elementary School. Ms. Osorio stated renovations at Richardson and Castle Elementary Schools have already been completed and are not part of this referendum. She added those renovations were completed with funding from the sale of Valley Crossing Elementary School after the expiration of a 10-year agreement with two other School Districts.

Council Member Walczak asked whether Webster Elementary School will be closed. Ms. Osorio stated the referendum proposal includes closure of Webster and repurposing of the building to house District programs. She added a newly renovated entrance is proposed for Cowern Elementary School, including improved security and safety features.

Council Member Walczak asked whether parking at Cowern Elementary School will be added on site, to reduce congestion on Margaret Street N. Ms. Osorio stated potential solutions are still being considered. She added the School District is aware of that issue.

Council Member Sonnek asked whether the Cowern Elementary School student population would be re-balanced. Ms. Osorio confirmed this, adding attendance boundaries are proposed to be re-drawn, as that has not happened in a long time and most Districts do it periodically. She added no proposed plans for development have been finalized, and changes would not occur for another 3 years. She noted expansions proposed for Richardson and Castle Elementary Schools to accommodate greater student capacity.

Council Member Sonnek asked whether there are projected cost savings estimates due to school closures that are available to the public. Ms. Osorio stated estimates have not been published as they are not finalized. She added a reduction in the number of buildings will result in significant energy savings and more efficient bus routes.

Council Member Sonnek asked when the high school would be renovated if the referendum passes. Ms. Osorio stated the elementary and middle schools would be completed by Fall of 2022, and the high school would be renovated last to ensure accurate boundary changes. She added a fairly cautious timeline would put completed high school renovation in Spring of 2024.

Mr. Duddeck how the proposed referendum will affect deferred maintenance. Ms. Osorio stated the deferred maintenance budget has been maintained in this proposal as the newly renovated buildings will still require maintenance.

There was a question from the audience regarding polling places for voting on May 14, 2019. Ms. Osorio stated Ramsey County residents can vote early at Maplewood Library or at the Plato Building in St. Paul. She added North St. Paul residents can vote at Covern Elementary School on May 14, 2019 rather than Richardson Elementary school due to road construction issues. She noted any questions can be directed to the District Offices.

Mayor Furlong thanked Ms. Osorio for her presentation.

D. Proclamation to Recognize National Police Week 2019 and to Honor the Service and Sacrifice of Those Law Enforcement Officers Killed in the Line of Duty While Protecting Our Communities and Safeguarding Our Democracy

Mayor Furlong read a Proclamation in full recognizing 2019 National Police Week. He requested a moment of silence in honor of those who have fallen and sacrificed their lives in service to our nation.

VI. APPROVAL OF CONSENT AGENDA

Council Member Thorsen requested that Consent Agenda Item I be removed and added to the Regular Agenda.

On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt the consent agenda, Resolution No. 2019-043 consisting of:

- A. April 16, 2019 workshop meeting minutes
- B. April 16, 2019 regular meeting minutes
- C. April 16, 2019 HRA meeting minutes
- D. General accounts payable: \$602,684.97
- E. HRA accounts payable: \$2,805.21
- F. Adoption of Ramsey County All-Hazard Mitigation Plan. Resolution No. 2019-044.
- G. Continuation of funding for services provided by Youth Service Bureau (YSB). Resolution No. 2019-045.

- H. Request by the American Legion for a temporary extension of their on-sale liquor license to be used with their Special Event Permit for a “Car Show” on May 19, 2019. Resolution No. 2019-046.
- I. ~~Separation agreement with Jeanne Day~~ **Moved to City Business**
- J. Police Civil Service Commission 2019 appointment. Resolution No. 2019-047.

VII. MEETING OPEN TO PUBLIC

Don Bieniek stated the Letter Carriers Food Drive will be held May 11, 2019. He added this is the 27th year of the Food Drive, which helps stock local food shelves for the summer. He added 1.6 billion pounds of food were donated during last year’s event. He noted postcards were delivered by U.S. Mail to residents.

Sue Springborn, 2573 13th Avenue, expressed her support of the School District 622 bond referendum. She added she has been a resident of North St. Paul for 74 years, graduating from North High School in 1963. She added she loves this City, and she has been appalled and ashamed at the conditions at the schools. She noted good schools are important to property values and great communities.

Ms. Springborn urged residents to support the referendum. She thanked the City Council for their hard work and efforts.

VIII. PUBLIC HEARINGS

There were no scheduled hearings.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. SAD 18-01, 2018 S&U Improvement Project, Bid Award Package 2

City Planner Morgan Dawley requested City Council consideration of approval for Project SAD 18-01, 2018 Street and Utility Improvement Project. He added this component of the project will address streets completion and stormwater utilities. He noted the low bidder was OMG Midwest dba Minnesota Paving and Materials, Rogers, Minnesota.

Mayor Furlong asked when the project will end. Mr. Dawley stated completion is anticipated in early Fall 2019. He added City Staff are sympathetic to residents who have been living with construction for two years. He noted a schedule will be obtained from the contractor that will be communicated to City Staff and residents.

Council Member Sonnek asked whether bids were consistent with City Staff’s expectations. Mr. Dawley confirmed this, adding the project is on track with what has been anticipated.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2019-048 approving the

acceptance of bids and awarding construction contract for 2018 Street and Utility Project SAD 18-01 to OMG Midwest dba Minnesota Paving and Materials.

B. Supervisory Unit, IBEW Local #160, Approval of Labor Contract

Mr. Duddeck stated City Staff is requesting the City Council's approval of a labor contract for Supervisory Unit with IBE-W Local #160.

Mr. Mattick stated a total of six bargaining unit contracts will be reviewed. He added, after meeting in labor negotiations, the contract for which approval is being requested meets the expectations laid out by the City Council. He noted good progress is being made.

Mr. Duddeck noted the following correction in the Staff memo: under Vacation Accrual and Carryover, replace "200 hours to 140 hours" with "160 hours to 200 hours".

On motion by Council Member Sonnek, seconded by Council Member Thorsen, with all present voting aye (5-0), motion carried to adopt Resolution No. 2019-049 approving the 2019-2021 Collective Bargaining Agreement between the City of North St. Paul and the International Brotherhood of Electrical Workers Local #160 representing North St. Paul Supervisors.

C. Separation Agreement with Jeanne Day, former Finance Director

City Attorney Soren Mattick stated the City Council reviewed this Consent Agenda item at tonight's Workshop Meeting, and agreed to remove the item from the Consent Agenda and address it on the Regular Agenda.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with Council Members Petersen, Sonnek, Walczak and Mayor Furlong voting aye, Council Member Thorsen voting nay (4-1), motion carried to approve Separation Agreement with Jeanne Day, former Finance Director.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

A. City Manager Report

Mr. Duddeck stated Statewide seasonal road restrictions were lifted on May 7, 2019.

Mr. Duddeck stated the Fire Department conducted a controlled burn at Southwood Nature Park that day. He added there have been no reports of smoke.

Mr. Duddeck stated City Staff are reviewing options for trash and recycling containers for the downtown area. He added the City Council's next regular meeting will include approval for funding through a Ramsey County grant program to purchase containers.

Mr. Duddeck stated the Police Department is in the process of recruiting and training new police officers.

Mr. Duddeck stated the Design and Historical Review Commission will be engaged to help with planning for downtown projects. Mayor Furlong stated the Commissioners have expressed a desire to get involved and collaborate with the Planning Commission.

Mr. Duddeck stated construction has begun on four M&I Homes at the Anchor Block South site. He added the contractor is in the process of completing soil correction. He noted a grand opening/ribbon cutting is planned in August 2019 in preparation for the Parade of Homes.

Mr. Duddeck stated the City Council discussed the 2020 budget process tonight at its Workshop meeting. He added the first budget meeting with City Staff will be held Thursday May 9, 2019.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Sonnek stated the Planning Commission will hold their second monthly meeting on May 16, 2019. He added the variance request that was to be considered at tonight's meeting was tabled due to insufficient details and discrepancies on the proposed home site plan.

Mr. Duddeck stated the BATC Foundation is very committed to the project and will be amending their submission.

Council Member Walczak stated the Environmental Advisory Commission's tree adoption event on Saturday May 4, 2019 was a big success, and almost all 50 trees were adopted. She added the event was held in the Public Works facility this year, which was a big improvement over holding it in the parking lot.

Council Member Petersen stated the Ramsey County League of Local Government will be hosting an event on May 30, 2019 at the John Rose Oval in Roseville from 5:00-8:00 p.m. Food will be served, and everyone is welcome.

Council Member Petersen stated the Egg Hunt sponsored by the Parks and Recreation Department was very successful, and many residents attended.

Council Member Petersen stated a recent Parks and Recreation Commission meeting included a discussion about costs related to ADA compliance. She added this might be a good issue for a City Council Workshop.

Council Member Thorsen stated the Ramsey Washington Suburban Cable Commission meeting is scheduled for Thursday May 9, 2019.

XII. GENERAL BUSINESS

Council Member Petersen stated the City-wide garage sale is scheduled for May 18, 2019 weekend. She added 40 garage sales have been registered so far. She noted information is still available on the City website and at City Hall.

Council Member Petersen stated the Pub Crawl raised over \$10,000. She thanked all the participants.

Council Member Peterson wished everybody a Happy Mother's Day.

Council Member Thorsen stated the tennis courts at Silver Lake Park are scheduled to be renovated. He asked whether the possibility of replacing them with a park shelter and restrooms has been considered. He asked whether this issue could be discussed at an upcoming Parks and Recreation Commission meeting. He added a resident survey might be helpful.

Council Member Thorsen asked whether the McKnight complex tennis courts will be renovated or repurposed. Mayor Furlong stated the McKnight complex is used by North High School. He added issue would need to be reviewed with the School District.

Council Member Thorsen asked whether the tennis court renovation could be discussed at an upcoming Parks Commission meeting. Mr. Duddeck agreed.

XIII. CLOSED SESSION

Mayor Furlong announced that the meeting would be closed as permitted by attorney-client privilege, pursuant to Minn. Stat. Section 13D.05, Subdivision 3(b), to consider Opioid Litigation Support.

Mayor Furlong recessed the regular meeting at 8:31 p.m. to conduct the closed session.

Motion by Council Member Walczak

Second by Council Member Sonnek

All votes aye (5-0)

Mayor Furlong called the closed session to order at 8:36 p.m.

Mayor Furlong adjourned the closed session at 9:01 p.m.

Motion by Council Member Sonnek

Second by Council Member Thorsen

All votes aye (5-0)

XIV. ADJOURNMENT

There being no further business, on motion by Council Member Sonnek, Seconded by Council Member Thorsen, with all present voting aye (5-0), Mayor Furlong reconvened and adjourned the regular meeting at 9:01 p.m.

The next City Council Regular Meeting is scheduled for May 21, 2019 at 6:30 p.m.

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: May 21, 2019
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

5/10/2019 Payroll Register DD	\$102,594.87
5/10/2019 Payroll Direct Payables	\$94,213.98
5/15/2019 J. Day Vac/Sick/Exec Leave Payout	\$9,396.35
5/15/2019 J. Day Direct Payables	\$12,261.79
Payroll Subtotal	<u>\$218,466.99</u>

5/15/2019 A/P Checks Early Release	133380	\$ 19,427.64	Pre-Approved by S. Duddeck
5/22/2019 Park Rental Refund Checks	133381-133386	\$ 1,500.00	
5/22/2019 Utility Refund Checks	133387-133416	\$ 2,399.35	
5/22/2018 A/P Checks	133417-133494	\$ 453,045.30	
5/22/2018 Drafts	000425-000429	\$ 431,488.19	
AP Subtotal		<u>\$ 907,860.48</u>	

Grand Total \$ 1,126,327.47

Approved this 21st day of May, 2019

City Manager

Mayor

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 5/10/2019

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	62	102,594.87
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	62	102,594.87

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04116 5/10/19 PAYROLL - 9

VENDOR SET: 01 City of North St Paul

*** DRAFT/OTHER LISTING ***

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05000		EFTPS						
	I-T1 201905084560	FEDERAL WITHHOLDING	D	5/10/2019		14,269.64	000415	
	I-T3 201905084560	FICA TAXES	D	5/10/2019		13,651.34	000415	
	I-T4 201905084560	MEDICARE TAXES	D	5/10/2019		4,671.76	000415	32,592.74
H08033		H S A BANK						
	I-444201905084560	HSA ACCOUNT	D	5/10/2019		4,455.83	000416	4,455.83
I09115		VOYA RETIREMENT INSURANCE AND A						
	I-22 201905084560	PAYROLL DEDUCTION	D	5/10/2019		2,359.00	000417	
	I-23 201905084560	EMP/EMPR DEFERRED COMP	D	5/10/2019		1,414.13	000417	3,773.13
I09137		I C M A DISTRIBUTION CENTER						
	I-2 201905084560	EMP/EMPR DEFERRED COMP	D	5/10/2019		8,640.93	000418	
	I-21 201905084560	EMP/EMPR DEFERRED COMP	D	5/10/2019		3,617.05	000418	
	I-26 201905084560	LOAN PAYMENTS TO ICMA	D	5/10/2019		503.75	000418	
	I-2CM201905084560	CITY MGR 9% DEFERRED COMP	D	5/10/2019		643.29	000418	
	I-2IR201905084560	EMP/EMPR DEFERRED COM	D	5/10/2019		1,740.00	000418	15,145.02
M12900		MNEFTS						
	I-T2 201905084560	MN Income Tax WH	D	5/10/2019		6,713.99	000419	6,713.99
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 201905084560	POST DEDUCTIONS	D	5/10/2019		900.00	000420	900.00
P16470		P E R A						
	I-91 201905084560	6634-00 REG PERA	D	5/10/2019		14,335.45	000421	
	I-92 201905084560	6634-00 PERA PD	D	5/10/2019		16,297.82	000421	30,633.27

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	0.00	94,213.98	94,213.98
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	7	0.00	94,213.98	94,213.98

5-14-2019 9:21 AM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 5/15/2019

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	1	9,396.35
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	1	9,396.35

*** NO ERRORS FOUND ***

** END OF REPORT **

5/14/2019 9:26 AM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 04120 5/15/19 DAY FINAL - 9

VENDOR SET: 01 City of North St Paul *** DRAFT/OTHER LISTING ***

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05000		EFTPS						
	I-T1 201905144592	FEDERAL WITHHOLDING	D	5/15/2019		2,389.11	000422	
	I-T3 201905144592	FICA TAXES	D	5/15/2019		1,702.46	000422	
	I-T4 201905144592	MEDICARE TAXES	D	5/15/2019		398.16	000422	4,489.73
M12900		MNEFTS						
	I-T2 201905144592	MN Income Tax WH	D	5/15/2019		893.71	000423	893.71
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 201905144592	POST DEDUCTIONS	D	5/15/2019		6,878.35	000424	6,878.35

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	12,261.79	12,261.79
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	12,261.79	12,261.79



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: May 15, 2019
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

5/15/2019 A/P Checks

133380

AP Subtotal

\$ 19,427.64

\$ 19,427.64

Grand Total \$ 19,427.64

Approved this 15th day of May, 2019

City Manager - Pre-Approval

5/15/2019 3:34 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04125 CEC HAULER REMIT

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
R18022	RAMSEY COUNTY-CEC-	ENVIRONMENT HEALTH						
	I-201905154597	RC-CEC- HAULER REMIT APRIL	R	5/15/2019		19,427.64	CR 133380	19,427.64

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	19,427.64	19,427.64
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	19,427.64	19,427.64

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04114 BL - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		FRITSCH, BRADLEY						
	I-000201905074556	FRITSCH, BRADLEY	R	5/22/2019		300.00	133381	300.00
1		SCHAUBSCHLAGER , TYLER						
	I-000201905074557	SCHAUBSCHLAGER , TYLER	R	5/22/2019		150.00	133382	150.00
1		SMITH, RYAN						
	I-000201905074558	SMITH, RYAN	R	5/22/2019		300.00	133383	300.00
1		ST PAUL'S OUTREACH						
	I-000201905074559	ST PAUL'S OUTREACH	R	5/22/2019		300.00	133384	300.00

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	4	0.00	1,050.00	1,050.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	4	0.00	1,050.00	1,050.00

5/17/2019 10:41 AM

REFUNDS CHECK REGISTER

PAGE: 1

PACKET: 04121 BL - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		SCHWARTZ, MARK						
	I-000201905144593	SCHWARTZ, MARK	R	5/22/2019		300.00	133385	300.00
1		SNIDARICH, SAVANAH						
	I-000201905144594	SNIDARICH, SAVANAH	R	5/22/2019		150.00	133386	150.00

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	450.00	450.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	2	0.00	450.00	450.00

PACKET: 04117 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-000201905104561	XIONG, SOUA XIONG, SOUA	R	5/22/2019		22.35	133387	22.35
1	I-000201905104562	FAST PROPERTY SOLUTIONS LLC FAST PROPERTY SOLUTIONS LLC	R	5/22/2019		123.64	133388	123.64
1	I-000201905104563	ORTMANN, JOAN ORTMANN, JOAN	R	5/22/2019		64.53	133389	64.53
1	I-000201905104564	BEGNAUD, STEVEN & SARAH BEGNAUD, STEVEN & SARAH	R	5/22/2019		294.31	133390	294.31
1	I-000201905104565	SHELLPOINT MORTGAGE SRV, LLC SHELLPOINT MORTGAGE SRV, LLC	R	5/22/2019		147.13	133391	147.13
1	I-000201905104566	HOPPE, KRISTIE HOPPE, KRISTIE	R	5/22/2019		12.40	133392	12.40
1	I-000201905104567	CZERNIAK, KATE CZERNIAK, KATE	R	5/22/2019		104.97	133393	104.97
1	I-000201905104568	LILLIE, TED LILLIE, TED	R	5/22/2019		10.00	133394	10.00
1	I-000201905104569	NELSON, AMANDA NELSON, AMANDA	R	5/22/2019		59.62	133395	59.62
1	I-000201905104570	SEXTON, JAMES SEXTON, JAMES	R	5/22/2019		44.99	133396	44.99
1	I-000201905104571	ADAMS, SHAWN ADAMS, SHAWN	R	5/22/2019		109.96	133397	109.96
1	I-000201905104572	BIRK, MATT BIRK, MATT	R	5/22/2019		126.68	133398	126.68
1	I-000201905104573	SCARFONE, RAPHAEL SCARFONE, RAPHAEL	R	5/22/2019		7.96	133399	7.96
1	I-000201905104574	SWAN, JEFF SWAN, JEFF	R	5/22/2019		111.10	133400	111.10
1	I-000201905104575	LOPEZ, GLENDA & CARLOS LOPEZ, GLENDA & CARLOS	R	5/22/2019		45.34	133401	45.34

PACKET: 04117 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-000201905104576	MURPHY, SARAH MURPHY, SARAH	R	5/22/2019		31.06	133402	31.06
1	I-000201905104577	MORIS, SCOTT MORIS, SCOTT	R	5/22/2019		54.90	133403	54.90
1	I-000201905104578	MORENO, ALEXIS MORENO, ALEXIS	R	5/22/2019		75.00	133404	75.00
1	I-000201905104579	WIDMER, WYATT WIDMER, WYATT	R	5/22/2019		45.61	133405	45.61
1	I-000201905104580	FANNIE MAE FANNIE MAE	R	5/22/2019		145.95	133406	145.95
1	I-000201905104581	STERLING, LOUISE STERLING, LOUISE	R	5/22/2019		75.38	133407	75.38
1	I-000201905104582	WOOD, JORDAN WOOD, JORDAN	R	5/22/2019		9.37	133408	9.37
1	I-000201905104583	OGU, OBIOMA OGU, OBIOMA	R	5/22/2019		16.71	133409	16.71
1	I-000201905104584	MAILER, CASSANDRA MAILER, CASSANDRA	R	5/22/2019		22.12	133410	22.12
1	I-000201905104585	WRIGHT, TANNER WRIGHT, TANNER	R	5/22/2019		52.89	133411	52.89
1	I-000201905104586	BOURASSA, TIMOTHY BOURASSA, TIMOTHY	R	5/22/2019		53.15	133412	53.15
1	I-000201905104587	LYTLE, DANIEL LYTLE, DANIEL	R	5/22/2019		177.83	133413	177.83
1	I-000201905104588	LOR, YENG LOR, YENG	R	5/22/2019		51.56	133414	51.56
1	I-000201905104589	ELLIOTT THOMPSON PROP LLC ELLIOTT THOMPSON PROP LLC	R	5/22/2019		151.42	133415	151.42
1	I-000201905104590	ELLIOTT THOMPSON PROP LLC ELLIOTT THOMPSON PROP LLC	R	5/22/2019		151.42	133416	151.42

PACKET: 04117 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	30	0.00	2,399.35	2,399.35
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	30	0.00	2,399.35	2,399.35

PACKET: 04126 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	PA VANG							
	I-201905164603	PA VANG:	R	5/22/2019		900.00CR	133417	900.00
1	TXAWJ THOOB THAO							
	I-201905164605	TXAWJ THOOB THAO:	R	5/22/2019		200.00CR	133418	200.00
A01009	A B M EQUIPMENT & SUPPLY							
	I-0159655-IN	REPAIRS ON UNIT #712	R	5/22/2019		743.85CR	133419	743.85
A01110	ALEX AIR APPARATUS INC							
	I-1370	SCBA TEST FLOW	R	5/22/2019		2,526.00CR	133420	2,526.00
A01196	AMERICAN LEGAL PUBLISHING CORP							
	I-0126710	INTERNET RENEW 3/27/19-3/27/20	R	5/22/2019		450.00CR	133421	450.00
A01310	ASPEN MILLS							
	I-236164	BADGES	R	5/22/2019		551.95CR	133422	
	I-236468	UNIFORMS	R	5/22/2019		169.81CR	133422	
	I-236567	UNIFORMS	R	5/22/2019		261.14CR	133422	
	I-236570	UNIFORMS	R	5/22/2019		251.55CR	133422	
	I-236989	UNIFORMS	R	5/22/2019		161.58CR	133422	1,396.03
A01650	AWARDS BY HAMMOND INC							
	I-M5712	PLAQUES	R	5/22/2019		773.50CR	133423	773.50
A1651	IEH AUTO PARTS LLC							
	I-039110820	AIR BRAKE FILTER	R	5/22/2019		74.44CR	133424	
	I-039111799	FILTERS MOWER TOYOTA	R	5/22/2019		89.64CR	133424	
	I-039111800	PTO FILTER	R	5/22/2019		39.27CR	133424	
	I-039111900	AIR FILTER	R	5/22/2019		20.16CR	133424	
	I-039111901	AIR FILTER	R	5/22/2019		8.56CR	133424	232.07
B02009	BAILEY NURSERIES INC							
	I-INV0546878	TREES	R	5/22/2019		342.25CR	133425	
	I-INV0546893	TREES	R	5/22/2019		1,600.25CR	133425	1,942.50
B02049	BATTERIES PLUS BULBS							
	I-P14097720	BATTERIES	R	5/22/2019		23.95CR	133426	23.95
B02053	BLUE CROSS BLUE SHIELD OF MN							
	I-190502066125	MEDICAL INSURANCE JUNE	R	5/22/2019		37,972.59CR	133427	37,972.59

PACKET: 04126 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
B02156	BORDER STATES ELECTRIC							
	C-916501119	CORE RETURN	R	5/22/2019		236.72	133428	
	C-916501120	CORE RETURN	R	5/22/2019		118.36	133428	
	I-917146731	LED DIMMER	R	5/22/2019		240.00CR	133428	
	I-917668205	9S METER BOXES	R	5/22/2019		436.62CR	133428	
	I-917704264	OPTIMA MODULE	R	5/22/2019		288.54CR	133428	610.08
B02161	BOYER TRUCKS							
	I-107946	VEHICLE REPAIRS	R	5/22/2019		4,096.64CR	133429	
	I-857964	TANK ASSEMBLY	R	5/22/2019		335.06CR	133429	4,431.70
C03000	CALLNET							
	I-190402120102	ANSWERING SERVICE	R	5/22/2019		995.00CR	133430	995.00
C03041	FLEETPRIDE							
	I-26213402	WHEEL CHECKS	R	5/22/2019		28.00CR	133431	28.00
C03065	CENTURY COLLEGE							
	I-443542	FIRE APPARATUS SCHOOL	R	5/22/2019		495.00CR	133432	495.00
C03066	CINTAS							
	I-4020897533	UNIFORM SERVICES	R	5/22/2019		8.07CR	133433	
	I-4021305911	UNIFORM SERVICES	R	5/22/2019		61.96CR	133433	
	I-4021771032	UNIFORM SERVICES	R	5/22/2019		59.51CR	133433	129.54
C03091	CES IMAGING							
	I-INV100208	COPIER SERVICES	R	5/22/2019		277.95CR	133434	277.95
C03139	COMCAST							
	I-201905164616	CABLE SERV CH 5/14-6/13	R	5/22/2019		6.28CR	133435	
	I-201905164617	FD CABLE SERV 5/7-6/6	R	5/22/2019		22.48CR	133435	28.76
C21221	CENTURY LINK							
	I-201905164615	PHONE SERVICE 5/1/19-5/31/19	R	5/22/2019		203.44CR	133436	203.44
D04012	DAKOTA SUPPLY GROUP							
	I-E686732	LIGHTING	R	5/22/2019		626.46CR	133437	
	I-E696944	1/0 OVHD TRIPLEX WIRE	R	5/22/2019		1,239.34CR	133437	1,865.80
D04068	DELTA DENTAL OF MINNESOTA							
	I-7655715	JUNE DENTAL INSURANCE	R	5/22/2019		6,821.44CR	133438	6,821.44

PACKET: 04126 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
E05122	EMERGENCY MEDICAL PRODUCT							
	I-2066706	GLUCOSE STRIPS	R	5/22/2019		126.26CR	133439	126.26
E05123	EMERGENCY RESPONSE SOLUTIONS							
	I-12984	FIREFIGHTER GEAR	R	5/22/2019		46,210.40CR	133440	
	I-12985	FIRE FIGHTER GEAR	R	5/22/2019		9,889.10CR	133440	56,099.50
E05125	EMERGENCY APPARATUS MTN							
	I-104088	ENGINE 520 REPAIRS	R	5/22/2019		969.38CR	133441	
	I-105584	ENGINE 520 SERVICE CALL	R	5/22/2019		689.85CR	133441	
	I-105819	ENGINE 520 REPAIRS/SERVICE	R	5/22/2019		2,949.02CR	133441	4,608.25
E05126	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
	I-SVC27228	VEHICLE REPAIRS	R	5/22/2019		90.00CR	133442	90.00
E10050	ERICKSON BELL BECKMAN & QUINN PA							
	I-430193	LEGAL SERVICES PROSECUTION	R	5/22/2019		7,030.06CR	133443	
	I-49419	LEGAL SERVICES FORFEITURES	R	5/22/2019		437.00CR	133443	7,467.06
F06001	FACTORY MOTOR PARTS CO							
	I-159-202691	BATTERY	R	5/22/2019		59.99CR	133444	59.99
G07176	GOPHER STATE ONE CALL							
	I-9040635	LOCATES	R	5/22/2019		386.10CR	133445	386.10
G07291	iPROMOTEu							
	I-1550320GTI	LAPEL PINS	R	5/22/2019		2,144.32CR	133446	2,144.32
G07292	GRAYBAR							
	I-9309803459	WIRE	R	5/22/2019		199.63CR	133447	199.63
H08005	HANCO CORPORATION							
	I-465187	FILTERS, HOSES, WAX, LUBE	R	5/22/2019		286.92CR	133448	286.92
H08162	HOLIDAY							
	I-201905134591	GAS 1400015501928 RECREATION	R	5/22/2019		68.87CR	133449	68.87
H8185	HI-LINE							
	I-10124506	GLOVES	R	5/22/2019		86.19CR	133450	
	I-10124594	RUBBER GLOVES	R	5/22/2019		332.79CR	133450	418.98
I09045	IMPACT							
	I-140030	MARCH INSERT & MAILING	R	5/22/2019		4,678.39CR	133451	4,678.39

PACKET: 04126 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
I09140	I C M A MEMBERSHIP RENEWALS							
	I-201905164611	MEMBERSHIP 7/1/19-6/30/20	R	5/22/2019		200.00CR	133452	200.00
I09178	STUART C IRBY CO							
	I-S011338668.001	STINGER COVER	R	5/22/2019		175.00CR	133453	175.00
K11143	KEYS WELL DRILLING CO							
	I-2019013	WELL DRILLING	R	5/22/2019		26,755.00CR	133454	26,755.00
L12054	LAKES FLORAL GIFT & GARDEN							
	I-227118	MISC MEMORIAL WREATH	R	5/22/2019		70.00CR	133455	70.00
L12194	LEAGUE OF MINN CITIES							
	I-293850	CONFERENCE	R	5/22/2019		450.00CR	133456	450.00
L12196	LEAG MN CITIES-INS TRUST							
	I-201905164614	PROPERTY/LIABILITY INSURANCE	R	5/22/2019		35,685.00CR	133457	35,685.00
L12260	LILLIE NEWSPAPER							
	I-201905164600	NOTIFICATIONS	R	5/22/2019		382.40CR	133458	382.40
L12384	LOCAL UNION #320							
	I-201905164612	MAY UNION DUES	R	5/22/2019		1,449.00CR	133459	1,449.00
M13056	CITY OF MAPLEWOOD							
	I-201905164613	MAY BILL APRIL USAGE 2019	R	5/22/2019		28,910.13CR	133460	28,910.13
M13092	MCFOA							
	I-201905164606	MEMBERSHIP 7/1/19-6/30/20	R	5/22/2019		50.00CR	133461	50.00
M13109	MENARDS-MAPLEWOOD							
	I-29702	WATER, ALLIGATOR CLIPS	R	5/22/2019		8.04CR	133462	8.04
M13110	MENARDS-OAKDALE							
	I-78321	WEDGE ANCHOR	R	5/22/2019		63.96CR	133463	
	I-78851	LED NOCAN	R	5/22/2019		149.90CR	133463	213.86
M13124	METROPOLITAN COUNCIL							
	I-201905164607	SAC PAYMENT APRIL 2019	R	5/22/2019		9,840.60CR	133464	9,840.60
M13192	MN BENEFIT ASSOC							
	I-2019-0062070	JUNE LIFE INSURANCE	R	5/22/2019		71.17CR	133465	71.17

PACKET: 04126 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M13339	M M K R & COMPANY PA I-46255	FINANCIAL AUDIT SERVICES	R	5/22/2019		11,180.00CR	133466	11,180.00
M13375	MTI DISTRIBUTING COMPANY I-1211580-00	SWITCH	R	5/22/2019		67.12CR	133467	67.12
M14074	MNSPECT LLC I-7812	INSPECTION FEES	R	5/22/2019		5,641.97CR	133468	
	I-7837	INSPECTION FEES	R	5/22/2019		22,788.47CR	133468	28,430.44
N07096	NAPA AUTO PARTS I-3617-967089	TIRE POLISH	R	5/22/2019		15.98CR	133469	15.98
N14080	NUSS TRUCK & EQUIPMENT I-4592081P	FILTERS	R	5/22/2019		481.80CR	133470	
	I-4592114P	COOLENT BOTTLE CAP	R	5/22/2019		26.53CR	133470	508.33
P16285	PLUNKETT'S PEST CONTROL I-6244651	COMM CENTER PEST CONTROL	R	5/22/2019		35.69CR	133471	
	I-6244652	PW BLDG PEST CONTROL	R	5/22/2019		39.36CR	133471	
	I-6244653	CITY HALL PEST CONTROL	R	5/22/2019		34.86CR	133471	109.91
R02001	REPUBLIC SERVICES I-0923-003946751	APRIL RESIDENTIAL SERVICE	R	5/22/2019		56,751.32CR	133472	56,751.32
R18010	RAMSEY COUNTY I-EMCOM-007648	RC FLEET SUPPORT APRIL	R	5/22/2019		492.96CR	133473	
	I-EMCOM-007680	RC 911 DISPATCH SERVICES APR	R	5/22/2019		6,210.56CR	133473	
	I-EMCOM-007682	RC CAD SERVICES APRIL	R	5/22/2019		1,272.96CR	133473	
	I-RESFA-002938	APR PW RECYCLING SERVICE	R	5/22/2019		393.75CR	133473	
	I-RESFA-002952	APR RESIDENTIAL RECYCLING	R	5/22/2019		21,076.41CR	133473	29,446.64
R18047	NM CLEAN 1, LLC I-0000088-IN	VEHICLE WASHES PD/FD	R	5/22/2019		298.77CR	133474	298.77
R18091	RESCO I-746434-00	HARNESSES	R	5/22/2019		164.98CR	133475	
	I-748560-00	ELECTRIC TOOLS	R	5/22/2019		1,580.25CR	133475	
	I-748562-00	ELECTRIC DEPT SUPPLIES	R	5/22/2019		1,106.95CR	133475	
	I-748562-01	15KV FEED THRU VERTICAL	R	5/22/2019		427.56CR	133475	
	I-749166-00	FIBERGLASS TOOL TRAY	R	5/22/2019		173.55CR	133475	
	I-749573-00	BOLT MACHINE	R	5/22/2019		207.00CR	133475	3,660.29

PACKET: 04126 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
R18114	RIVERLAND COMMUNITY COLLEGE ATTN: A. HUFFMAN							
	I-002006SFS-83	CHRIS MELLEN FIRE SCHOOL	R	5/22/2019		150.00CR	133476	150.00
R18170	CITY OF ROSEVILLE							
	I-0226055	MAY PHONE SERVICE	R	5/22/2019		997.00CR	133477	
	I-0226090	MAY JOINT IT POWERS AGRMNT	R	5/22/2019		14,886.00CR	133477	15,883.00
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN2503254	OFFICE SUPPLIES	R	5/22/2019		50.94CR	133478	
	I-IN2505006	OFFICE SUPPLIES	R	5/22/2019		30.98CR	133478	
	I-IN2505197	OFFICE SUPPLIES	R	5/22/2019		25.57CR	133478	
	I-IN2506469	OFFICE SUPPLIES	R	5/22/2019		2.89CR	133478	
	I-IN2506730	OFFICE SUPPLIES	R	5/22/2019		16.95CR	133478	
	I-IN2515663	OFFICE SUPPLIES	R	5/22/2019		9.89CR	133478	137.22
S19052	SAMS CLUB DIRECT							
	I-040419	EGG HUNT SUPPLIES	R	5/22/2019		502.98CR	133479	502.98
S19172	SHAMROCK GROUP							
	I-2349260	SODA MACHINE	R	5/22/2019		45.37CR	133480	45.37
S19233	SPECTACULAR CLEANING LLC							
	I-034	CLEANING MAY HAUSE PARK	R	5/22/2019		100.00CR	133481	
	I-035	MAY CASEY LK PARK CLEANING	R	5/22/2019		1,060.00CR	133481	
	I-036	MAY SILVER LAKE CLEANING	R	5/22/2019		875.00CR	133481	
	I-037	MAY CLEANING MCKNIGHT FIELD	R	5/22/2019		875.00CR	133481	2,910.00
S19485	SUN LIFE FINANCIAL							
	I-201905164601	LTD MAY 2019 COVERAGE	R	5/22/2019		1,408.89CR	133482	
	I-201905164602	LIFE MAY 2019 COVERAGE	R	5/22/2019		1,553.87CR	133482	2,962.76
T19150	T A SCHIFSKY & SONS INC							
	I-19-012/#2	WATER MAIN BREAK PATCHING	R	5/22/2019		9,222.50CR	133483	
	I-64325	AGGREGATE MODIFIED MIXES	R	5/22/2019		66.33CR	133483	9,288.83
T20076	TOSHIBA FINANCIAL SERVICES							
	I-69553384	COPIER LEASE	R	5/22/2019		557.69CR	133484	
	I-69561011	COPIER LEASE	R	5/22/2019		35.06CR	133484	592.75
T20161	THOMPSON REUTERS - WEST							
	I-840247426	SERVICE FEES INVESTIGATIONS	R	5/22/2019		187.20CR	133485	187.20

PACKET: 04126 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
T20191	TIMESAVER OFF SITE SECRETARIAL INC.							
	I-M24698	SECRETARIAL SERVICES	R	5/22/2019		215.00CR	133486	
	I-M24735	SECRETARIAL SERVICES	R	5/22/2019		395.00CR	133486	610.00
T20215	TOKLE INSPECTIONS INC							
	I-201905164608	INSPECTIONS FOR APRIL	R	5/22/2019		1,096.80CR	133487	1,096.80
T20309	TRUCK UTILITIES MFG CO							
	I-5337597	PARTS FOR TWIN BUCKET	R	5/22/2019		8,278.40CR	133488	
	I-5337600	TRUCK PARTS	R	5/22/2019		6,479.85CR	133488	14,758.25
U21218	U S BANK							
	I-5345735	MN GO MUNICIPAL BLDG 2012A	R	5/22/2019		500.00CR	133489	500.00
U21294	UCARE MINNESOTA							
	I-190509002470	JUNE 2019 PREMIUMS RETIREE	R	5/22/2019		1,836.00CR	133490	1,836.00
V22108	VERNON GRAPHICS							
	I-2323179RI	SILVER PLATES	R	5/22/2019		56.92CR	133491	56.92
W23500	WSB & ASSOCIATES INC							
	I-1-R-013758-000	WINDOW WORLD SITE PLAN APP	R	5/22/2019		906.25CR	133492	
	I-1-R-013797-000	ENVIRONMNTL SERV MARG/7TH	R	5/22/2019		3,194.75CR	133492	
	I-1-R-013798-000	ENVIRNMTL SERV MARG/SEPPLA	R	5/22/2019		2,533.75CR	133492	
	I-2-R-013350-000	MCKNIGHT ACCESS TRFIC/LAYOUT	R	5/22/2019		5,600.50CR	133492	
	I-2-R-013811-000	ANCHOR BLOCK NORTH	R	5/22/2019		247.00CR	133492	
	I-2-R-013812-000	COALITION RACHEL	R	5/22/2019		342.25CR	133492	
	I-2-R-013813-000	OLD CITY HALL	R	5/22/2019		215.25CR	133492	
	I-2-R-013814-000	O BURKE PAT COTTER	R	5/22/2019		596.25CR	133492	
	I-3-R-013294-000	GEN SERV 2019 COMMNTY SVCS	R	5/22/2019		880.00CR	133492	
	I-3-R-013298-000	GEN SERV 2019 ROW PERMIT	R	5/22/2019		528.00CR	133492	
	I-3-R-013307-000	2019 GENERAL PLANNING SERVIC	R	5/22/2019		9,789.75CR	133492	
	I-6-R-012447-000	RICHARDSON ELEMENTARY	R	5/22/2019		352.00CR	133492	
	I-8-R-012723-000	ANCHOR BLOCK SOUTH	R	5/22/2019		1,481.00CR	133492	26,666.75
VOID	VOID CHECK		V	5/22/2019			133493	**VOID**
W23610	WYOMING CANVAS							
	I-201905164610	BASEBALL FIELD WINDSCREENS	R	5/22/2019		450.00CR	133494	450.00

PACKET: 04126 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
P16420	PREFERRED ONE COMMUNITY HEALTH PLAN I-201905164604	APRIL RUN OUT CLAIMS	D	5/09/2019		105.00CR	000428	105.00
V22055	VANCO E-SERVICES I-00009749891	APRIL GATEWAY SERVICES	D	5/15/2019		129.75CR	000429	129.75
M13248	MN DEPT OF REVENUE I-201905164599	APRIL SALES & USE TAX	D	5/20/2019		45,851.00CR	000426	45,851.00
M13300	M M P A - C/O AVANT ENERGY I-3061	POWER BILLING FOR APRIL 2019	D	5/20/2019		376,803.21CR	000427	376,803.21
E05241	ETS CORPORATION I-201905164609	CREDIT CARD SERVICES APRIL	D	5/22/2019		8,599.23CR	000425	8,599.23

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	77	0.00	453,045.30	453,045.30
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	0.00	431,488.19	431,488.19
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	83	0.00	884,533.49	884,533.49

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: May 21, 2019
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

5/15/2019 A/P Check Register Early Release	133379	\$ 2,942.00	Pre-Approved by S. Duddeck
5/22/2019 A/P Check Register	133495-133506	\$ 38,265.39	
	Total	<u>\$41,207.39</u>	

Approved this 21st day of May, 2019

City Manager

Mayor



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: May 15, 2019
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

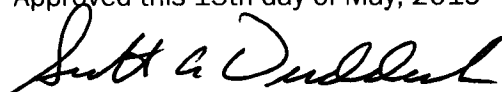
5/15/2019 A/P Checks

133379

Total

\$	2,942.00
	<u>\$2,942.00</u>

Approved this 15th day of May, 2019



City Manager - Pre-Approval

5/15/2019 3:30 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04124 HRA PROPERTY TAXES

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
R18039	RAMSEY COUNTY PROPERTY RECORDS & REVENUE							
	I-201905144595	FIRST HALF PROP TAXES 2019	R	5/15/2019		2,489.00CR	133379	
	I-201905154598	1ST HALF 2019 PROPERTY TAXES	R	5/15/2019		453.00CR	133379	2,942.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	2,942.00	2,942.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	2,942.00	2,942.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04127 hra ap

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
A1609	ABC MILLWORK & CABINETRY							
	I-550597	LUMBER	R	5/22/2019		5,839.93CR	133495	
	I-550598	LUMBER	R	5/22/2019		1,060.21CR	133495	
	I-550599	DOORS	R	5/22/2019		210.68CR	133495	
	I-552490	DOORS AND CABINETS	R	5/22/2019		135.30CR	133495	7,246.12
H08179	HUGO PAINTING & DRYWALL INC							
	I-4395	HANG DRY WALL	R	5/22/2019		11,437.94CR	133496	11,437.94
L12462	LYMAN LUMBER COMPANY							
	C-632184	LUMBER RETURN	R	5/22/2019		171.15	133497	
	C-632769	LUMBER RETURN	R	5/22/2019		311.25	133497	
	I-632071	LYMAN LUMBER COMPANY	R	5/22/2019		203.75CR	133497	
	I-633188	LUMBER	R	5/22/2019		190.14CR	133497	
	I-633314	LUMBER	R	5/22/2019		3,148.46CR	133497	
	I-633450	LUMBER	R	5/22/2019		411.66CR	133497	
	I-633977	LUMBER	R	5/22/2019		283.91CR	133497	
	I-634537	LUMBER	R	5/22/2019		95.08CR	133497	
	I-635289	LUMBER	R	5/22/2019		95.07CR	133497	
	I-841159	LUMBER	R	5/22/2019		16.60CR	133497	
	I-841686	LUMBER	R	5/22/2019		58.42CR	133497	
	I-843904	LUMBER	R	5/22/2019		35.95CR	133497	
	I-843905	LUMBER	R	5/22/2019		14.85CR	133497	
	I-844210	LUMBER	R	5/22/2019		142.52CR	133497	
	I-844211	LUMBER	R	5/22/2019		632.39CR	133497	
	I-844212	LUMBER	R	5/22/2019		390.24CR	133497	
	I-844308	LUMBER	R	5/22/2019		742.27CR	133497	5,978.91
VOID	VOID CHECK		V	5/22/2019			133498	**VOID**
M13109	MENARDS-MAPLEWOOD							
	I-28086	SUPERBLUE NAIL	R	5/22/2019		19.70CR	133499	
	I-30354	NAILS	R	5/22/2019		10.89CR	133499	
	I-30786	TRIM KIT & QUICKPOST	R	5/22/2019		323.98CR	133499	354.57
M13110	MENARDS-OAKDALE							
	C-76522	DIMMER RETURNS	R	5/22/2019		215.80	133500	
	I-76313	BUILDING MATERIALS	R	5/22/2019		642.15CR	133500	426.35
O15032	ON-SITE SANITATION							
	I-0000744243	RESTROOM SERVICE	R	5/22/2019		57.00CR	133501	57.00

PACKET: 04127 hra ap

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
Q17031	QUALITY INSULATION INC							
	I-9-1193	INSULATION	R	5/22/2019		6,220.00CR	133502	6,220.00
S19178	SHERWIN-WILLIAMS							
	I-5246-8	PAINT	R	5/22/2019		132.60CR	133503	
	I-6224-4	PAINT	R	5/22/2019		50.76CR	133503	183.36
S19210	SHERWIN WILLIAMS							
	I-0391-5	PAINT	R	5/22/2019		44.92CR	133504	
	I-0656-1	PAINT	R	5/22/2019		81.66CR	133504	
	I-0844-3	PAINT	R	5/22/2019		253.31CR	133504	
	I-0875-7	PAINT	R	5/22/2019		40.83CR	133504	
	I-3392-0	PAINT	R	5/22/2019		492.46CR	133504	
	I-5778-0	PAINT	R	5/22/2019		72.80CR	133504	985.98
S19254	SPECTRUM APPRAISAL SERVICE							
	I-201905144596	APPRAISAL SERVICE	R	5/22/2019		450.00CR	133505	450.00
Y25233	YOUNGBLOOD LUMBER COMPANY							
	I-00051996-001	LUMBER	R	5/22/2019		4,600.68CR	133506	
	I-00051996-002	YOUNGBLOOD LUMBER COMPANY	R	5/22/2019		324.48CR	133506	4,925.16

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	11	0.00	38,265.39	38,265.39
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	12	0.00	38,265.39	38,265.39

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: Consent

Subject: Be Active! Be Green! Recycling Container Project Application Approval

To: Honorable Mayor and City Council

Background/Facts:

- Ramsey County's Be Active! Be Green Recycling Container Project is designed to help municipalities increase the opportunity to recycle by improving away from home recycling in public spaces such as municipal parks, trails, open spaces places of recreation and municipal streets
- The city is always looking for ways to reduce trash and promote recycling within the city of North Saint Paul
- Adding a downtown recycling program is one way to demonstrate a community's commitment to recycling and help encourage recycling away from home
- Staff has provided this concept to the Council at a previous workshop and the Council is in support
- Upon approval of the application staff will complete and execute the plan. Council will be updated at that time.

Recommendation: It is recommended the City Council approve the submittal of the Be Active! Be Green! Recycling Container Program Application.

Attachments:

Be Active Be Green Recycling Container Project Application Form
List of Conditions of the Be Active Be Green Recycling Container Project
Resolution approving the City's application.

Respectfully submitted,

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2019-XXX

Consent Agenda

**RESOLUTION APPROVING THE APPLICATION AND TERMS FOR THE
BE ACTIVE! BE GREEN! CONTAINER PROJECT**

WHEREAS, the Ramsey County Board of Commissioners supports efforts to expand opportunities for people to recycle away from home and wish to respond to the public's interest in recycling in public spaces; and

WHEREAS, funding is set aside to be used for the purchase of bins to be used in public spaces including parks and public gathering places, and the County Board has authorized funding for the *"Be Active! Be Green! Recycling Container Project"* that will provide recycling containers to municipalities/townships to use in public spaces at no cost to the city/township; and

WHEREAS, city staff in the Public Works department support the efforts to create more opportunities for people to recycle while away from home; and

WHEREAS, the City of North St. Paul agrees to enter into an Agreement with Ramsey County to place recycling bins purchased by the County, next to trash bins, in locations that are accessible to the public such as in parks, along trails or other areas that are under the auspices of the City; and

WHEREAS, the City of North St. Paul also agrees to honor the terms of the grant agreement, service and maintain the recycling bins, insure recyclables are collected separately from trash and delivered to a recycling market, and promote the use of the bins through municipal communication methods over the next five years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul, that it does hereby approve the submission of the application for the *"Be Active! Be Green! Recycling Container Project"*.

ADOPTED this 21st day of May, 2019.

Motion by Council Member xxx

Second by Council Member xxx

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Be Active! Be Green! Recycling Container Project
Application Form

(All sections must be completed)

Ramsey County's ***Be Active! Be Green! Recycling Container Project*** is designed to help municipalities increase the opportunity to recycle by improving away from home recycling in public spaces such as municipal parks, trails, open spaces, places of recreation and municipal streets.

Deadline: Applications are accepted on an ongoing basis.

Submit applications to: Rae Eden Frank, 651-266-1153

- By Mail: Ramsey County Public Health, Environmental Health Division,
2785 White Bear Avenue North, Suite 350, Maplewood, MN 55109.
- By E-mail: Rachel.Frank@ramseycounty.us

Applicant Information

Public Entity: the city of North Saint Paul

Contact Name: Keith Stachowski

Contact Title: Parks and Recreation Coordinator

Mailing Address: 2400 Margaret Street

Phone: 651-747-2447

E-mail Address: keith.stachowski@northstpaul.org

Authorizing Signature:

Name (printed): Scott Duddeck

Title: City Manager

Date: 5/14/2019

This application will become part of the Agreement between the Municipality and Ramsey County.

Conditions of the Project

The following is a list of conditions that support the implementation of the *Be Active! Be Green! Recycling Container Project*.

Please check to indicate agreement of the criteria.

- ☐ The county will provide container and the municipality will agree to use the containers, recycle the materials collected, and promote their availability.
- ☐ The municipality will provide a brief plan that describes where and when the containers will be placed, how they will be serviced, what materials will be recycled, and how the availability of recycling will be promoted.
- ☐ Municipal Parks Administrative and Maintenance staff will support and participate in the effort to enhance recycling.
- ☐ The municipality agrees to take ownership of the containers and maintain them over a five-year period.
- ☐ The municipality will use the recycling containers to collect recyclable plastic, paper, aluminum, and glass containers.
- ☐ The municipality will keep the area around the containers neat and free of litter.
- ☐ Municipal staff or contractors will collect recyclables from the recycling containers separately from trash and assure that the materials are delivered to a recycling market through the term of the agreement.
- ☐ The municipality will promote the availability of recycling containers to its residents using means of communications that could include a municipal newsletter, website, social media and/or posters, signs and advertisements.

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE COMMUNITY SERVICES DEPARTMENT

Agenda placement: Consent Agenda

Subject: MNDOT and North St. Paul Cooperative Landscaping Agreement

To: Honorable Mayor and City Council

Background/Facts:

- In 2017 the City of North St. Paul submitted a Landscape Partnership application to MnDot to fund landscaping the planters along Highway 36. The Environmental Advisory Commission (EAC) recommended submitting the application and City Council approved the application at their June 6, 2017 City Council Meeting.
- On April 24, 2019, the City received the attached approved landscaping agreement from MNDot in the amount of \$10,000.
- The goal of the project is to enhance roadside beautification in North St. Paul and promote environmental stewardship.
- The MNDOT Landscape Partnership is a reimbursement program. The City would be responsible for paying for project costs up front and then seek reimbursement.
- The proposed project would take place this Summer. Public Work Director Nick Fleischhacker has agreed to have Public Works staff plant and maintain the proposed landscape project.

Recommendation: It is recommended that City Council approve the MNDOT and City of North St. Paul Cooperative Landscape Agreement and resolution to add landscaping to Highway 36.

Attachments:

MNDOT Cooperative Landscape Agreement and Resolution

Respectfully submitted,

/s/ DG by mm

Debra Gustafson
Administrative and Community Services Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF NORTH ST. PAUL
COOPERATIVE LANDSCAPING
AGREEMENT**

State Project Number (S.P.): 6211-969E
Trunk Highway Number (T.H.): 36=118

Original Amount Encumbered
\$10,000.00

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of North St. Paul acting through its City Council ("City").

Recitals

1. The City will perform landscaping along Trunk Highway No. 36 within the City limits according to plans, specifications, and special provisions designated as the "Margaret Street Planters Landscaping Plan" and as State Project No. 6211-969E (T.H. 36=118); and
2. The City requests the State participate in the acquisition costs of the landscape materials and the State is willing to participate in the acquisition costs of said landscaping materials according to the State's "Community Roadside Landscaping Partnership Program"; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled according to the Community Roadside Landscaping Partnership Program Project Application, on file in the State's Office of Environmental Stewardship and incorporated into this Agreement by reference.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.2. Right-of-Way, Easements, and Permits; 2.3. Maintenance by the City; 6. Liability and Worker Compensation Claims; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated as the "Margaret Street Planters Landscaping Plan" and as State Project No. 6211-969E (T.H. 36=118) are on file in the office of the City and the State's office of Environmental Stewardship and are incorporated into this Agreement by reference ("Landscape Plans").
- 1.5. **Exhibits.** Exhibit "A" – Maintenance Responsibilities Plan and Schedule is attached and incorporated into this Agreement.

2. Agreement Between the Parties

2.1. Acquisition and Installation of Landscape Materials.

- A. **Acquisition and Installation.** The City will acquire landscape materials and perform landscaping according to the Landscape Plans.
- B. **Documents Furnished by the City.** Within 7 days of ordering the landscape materials, the City will submit a copy of the purchase orders to the State's Landscape Partnership Program Coordinator in St. Paul.
- C. **Control and Inspection of Landscape Materials.**
 - i. The landscape materials acquired under this Agreement will be under the control of the City; however the materials will be open to inspection by the State's authorized representatives. The City will give the State's Landscape Partnership Program Coordinator five days notice of its intention to receive delivery of the landscape materials.
 - ii. The City must verify that the nursery vendor has a valid nursery certificate as required by the Minnesota Department of Agriculture ("MDA"). Nursery stock originating outside Minnesota must have been certified under all applicable MDA and United States Department of Agriculture ("USDA") quarantines. Certification documents issued by the appropriate regulatory official at origin must accompany all nursery stock shipments, including but not limited to, USDA quarantines for Gypsy Moth, Phytophthora ramorum, Emerald Ash Borer, and Black Stem Rust. MDA Japanese Beetle Quarantine nursery stock from Minnesota must be inspected and certified to be free of harmful plant pests, but is not subject to MDA external Japanese Beetle Quarantine.
- D. **Protecting and Locating Utilities.** The City will preserve and protect all utilities located on lands covered by this Agreement, without cost to the State. As required by Minnesota Statute 216D, the City will notify Gopher State One Call System (www.gopherstateonecall.org) (1-800-252-1166) at least 48 hours before any excavation is done on this Project.
- E. **Restore Right-of-Way.** Upon completion of the installation of landscape materials and after performing any ongoing maintenance operations, the City will restore all disturbed areas of State Right-of-Way so as to perpetuate satisfactory drainage, erosion control, and aesthetics.
- F. **Completion of Acquisition and Installation.** The City will cause the acquisition and installation of the landscape materials to be started and completed according to the time schedule in the Community Roadside Landscaping Partnership Program Project Application. The completion date for the acquisition and installation of the landscape materials may be extended, by an exchange of letters between the appropriate City official and the State's Landscape Partnership Program Coordinator, for unavoidable delays encountered in the performance of the acquisition and installation of the landscape materials.
- G. **Compliance with Laws, Ordinances, and Regulations.** The City will comply with all Federal, State, and Local laws, and all applicable ordinances and regulations in connection with the acquisition and installation of the landscape materials.

2.2. Right-of-Way, Easements, and Permits.

- A. The City is authorized to work on State Right-of-Way for the purposes of installing and maintaining the landscape materials, including any necessary replacement of landscape materials that fail to survive. All suppliers, contractors, or volunteers under the direction of the City, occupying the State's Right-of-Way must be provided with and wear required reflective clothing.

- B. The City's use of State Right-of-Way will in no way impair or interfere with the safety or convenience of the traveling public in its use of the highway and any use of State Right-of-Way under this Agreement will remain subordinate to the right of the State to use the property for highway and transportation purposes. No advertising signs or devices of any form or size will be constructed or be permitted to be constructed or placed upon State Right-of-Way. This Agreement does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become subject to Section 4(f) of the Federal Aid Highway Act of 1968.
- C. The City will obtain all construction permits and any other permits and sanctions that may be required in connection with the installation of the landscape materials without cost to the State.

2.3. Maintenance by the City. The City will provide for the maintenance of the landscaping without cost to the State. Maintenance includes, but is not limited to, weeding and pruning, and removal and replacement of all materials that fail to survive. Criteria for maintenance and replacement are shown and described in Exhibit "A", Maintenance Responsibilities Plan and Schedule.

3. State Cost and Payment by the State

- 3.1. Basis of State Cost.** The State's complete share of the costs of the landscaping is the delivered cost of the landscaping materials acquired according to the Landscape Plans.
- 3.2. Estimated State Cost and Maximum Obligation.** The estimated cost of the landscape materials acquisition is **\$10,000.00**. The maximum obligation of the State under this Agreement will not exceed **\$10,000.00**, unless the maximum obligation is increased by amendment to this Agreement.
- 3.3. Conditions of Payment.** The State will pay the City the delivered cost of the landscape materials, not to exceed the maximum obligation, after the following conditions have been met:
 - A. Encumbrance by the State of the State's total cost share.
 - B. Execution of this Agreement and transmittal to the City.
 - C. Receipt by the State's Landscape Partnership Program Coordinator, from the City, of the following:
 - i. Copies of the purchase orders for the landscape materials, as provided for in Section 2.1.B of this Agreement.
 - ii. Written request for payment, accompanied by copies of supplier invoices for the landscape materials acquisition and delivery.
 - D. Receipt of a memo, from the State's Landscape Partnership Program Coordinator, verifying that the landscaping has been completed and recommending reimbursement.

4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

4.1. The State's Authorized Representative will be:

Name, Title:	Todd Carroll, Landscape Partnership Program Coordinator (or successor)
Address:	395 John Ireland Boulevard, Mailstop 686, St. Paul, MN 55155
Telephone:	(651) 366-3606
E-Mail:	anthony.wotzka@state.mn.us

4.2. The City's Authorized Representative will be:

Name, Title: Debra Gustafson, Strategic Operations Director (or successor)
Address: 2400 Margaret Street, MN 55109
Telephone: (651) 747-2423

5. Assignment; Amendments; Waiver; Contract Complete

- 5.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability; Worker Compensation Claims

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

7. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000470241

CITY OF NORTH ST. PAUL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(Landscape Partnership Program Coordinator)

By: _____
(District Engineer)

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION

MNR

EXHIBIT "A"

Maintenance Responsibilities Plan and Schedule

Table 1a. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	PRUNING		WEED CONTROL	FERTILIZATION See Table 5, Fertilization Schedule
	When To	Type Of		
Evergreen Trees	Anytime - Dry	Corrective and Deadwood Removal	Maintain mulch at 3" minimum around trees in mowed areas, keep weed free.	Yes
Shade Trees	Anytime - Dry*	Training and Corrective		Yes
Ornamental Trees	Winter**	Corrective		Yes
Evergreen Shrubs	Anytime - Dry	Deadwood Removal		Yes
Deciduous Shrubs	Dormant	Corrective and Renewal	Maintain minimum 3" woodchip mulch in a weed free condition until shrub crown closure.	Yes
Vines	Dormant	Deadwood Removal		No
Groundcovers				

* Do not prune oaks during April, May and June. Do not prune Honeylocust while dormant or when humid or wet.

** Do not prune apples, crabapples or Mountain Ash during April, May and June.

TABLE 1b. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	WATERING	INSECT AND DISEASE CONTROL	RODENT PROTECTION	REMOVALS AND REPLACEMENTS
Evergreen Trees	Yes until established (2 yrs.).	As needed.	Yes - Pine Only	Remove all dead plants.
Shade Trees			Yes	
Ornamental Trees	Supplemental watering may be needed during drought periods (especially during July and August) even after plants are established.	Remove diseased plants that pose threats to adjacent plantings.	Yes	Replace dead or dying plants unless the lost plants do not noticeably compromise the visual appearance or design intent.
Evergreen Shrubs			No*	
Deciduous Shrubs			No*	
Vines			No*	
Groundcovers			No*	

* Rodent protection is generally not practical for mass shrub plantings, maintaining clean mulched planting areas free of weed growth will reduce problems. Mowed turf in formal planting areas will help reduce rodent problems.

TABLE 2a. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	January	February	March	April	May	June
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch				0XX	XXXX	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscauld Protection				Remove wrap*		
Watering	During first and second growing seasons approximately once a week or as needed to maintain adequate but not excessive soil moisture.					
Maintain Rodent Protection	0000	0000	0000	0000	0000	0000
Turf Maintenance Mowing					OOX	XXXX
Mower Damage Prevention				X	XXXX	XXXX
Replanting Evergreen Trees Deciduous Trees Container Plants Turf				OXX OXX XXX O	XXO XXXX XXXX XXXX	XXXO XXOO

X - Optimum Time O - Less than Optimum Time

* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 2b. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	July	August	September	October	November	December
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch	XXXX	XXXX	XXXX	XXXX	OO	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscald Protection				Apply or maintain paint. Install wrap*.		
Watering	During first and second growing seasons approximately once a week or as needed.					
Maintain Rodent Protection	OOOO	OOOO	XXXX	XXXX	XOOO	OOOO
Turf Maintenance Mowing	XXXX	XXXX	XXXX	XXOO		
Mower Damage Prevention	XXXX	XXXX	XXXX	XXOO		
Replanting Evergreen Trees Deciduous Trees Container Plants Turf		OX	XXXO			
	OOOO	OOOX	XXXO	OXXX	XO	
	OOOO	OXXX	XXXX	OO		

X - Optimum Time O - Less than Optimum Time

* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 3. DESCRIPTIONS OF TYPES OF PRUNING

TYPES OF PRUNING	WHEN TO PRUNE	DESCRIPTION
Disease Removal	After Diagnosis	Removal of fungal bacterial growths. Sterilize pruners between cuts.
Deadwood Removal	See Table 1	Removal of dead branches, normally from the interior portion of the crown.
Training	See Table 1	Maintaining the central leaders and acceptable symmetry in evergreen, shade and ornamental trees. Removal of suckers and water sprouts.
Corrective	See Table 1	Removal of storm-damaged, vehicle-damaged or vandalized limbs.
Renewal	See Table 1	Removing all top growth at or near the ground line and remulch. Or removal of 1/3 of the oldest stems at the ground line.

TABLE 4. WEED CONTROL METHODS - INTEGRATED APPROACH

METHOD	CATEGORY		
	TREES	SHRUB BEDS	TURF
Replanting - Filling Voids		X	X
Fertilization	X	X	X
Remulch*	X	X	X
Herbicides	X	X	X
Weed Whip	No	X	

* Wood chip mulch should be replenished around shade trees and low growing shrubs every 3-5 years. Place mulch to a 4" depth. Mulching will help control weeds, reduce mower damage and conserve moisture.

TABLE 5. FERTILIZATION SCHEDULE

CATEGORY	FREQUENCY	TIME OF APPLICATION	ANALYSIS **	RATE
Mowed Turf	Every 3 Years	April or October	23-0-30	1 lb (N)/1000 sq. ft.
Shrub Beds*	Every 3 Years	October or April	23-0-30	1 lb (N)/1000 sq. ft.
Shade Trees*	Every 3 Years	October or April	23-0-30	.5 lbs/1 Cu. Yd. of soil

Note: Do not fertilize trees and turf during the same season. Offset tree fertilization by one season in order to prevent fertilizer burn on turf.

* Plants that fix nitrogen, like Silver Buffaloberry, Caragana, Honeylocust, Russian Olive or other legumes, should not be fertilized except under special conditions.
Tall shrubs do not need to be fertilized if leaf color remains normal.

** Analysis will be allowed within the following ranges: N (16-24) – P (0) – K (20-30).

CITY OF NORTH ST. PAUL

RESOLUTION

IT IS RESOLVED that the City of North St. Paul enter into MnDOT Agreement No. 1034034 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the acquisition of landscape materials to be placed adjacent to Trunk Highway No. 36 from 100 feet south of Margaret Street to 100 feet north of Margaret Street under State Project No. 6211-969E.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of North St. Paul at an authorized meeting held on the _____ day of _____, 20__, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 20__

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

Agenda Information Memorandum
North St. Paul City Council

May 21, 2019

FROM THE OFFICE OF ADMINISTRATION

Agenda placement: Consent Agenda

Subject: 2019 Police Civil Service Commission appointment of alternate member

To: Honorable Mayor and City Council

Background/Facts:

- The City of North St. Paul has received an application to the Police Civil Service Commission (PCSC) from Shaughn P. Erickson.
- Mr. Erickson has expressed an interest in serving on this commission for several years.
- At the May 7, 2019 meeting the City Council approved the re-appointment of Dave Zick to the Police Civil Service Commission for a term ending December 31, 2021, thus fulfilling the membership requirements.
- The Commission can only have three decision making positions, but staff felt it would be beneficial to have an alternate who can begin observing and fill in should there be an absence of a member.

Police Civil Service Commission (3 Members)		
3 Year Staggered Terms	Robert Engwer, Jr.	01/01/2018-12/31/2020
	Dave McKenzie	01/01/2017-12/31/2019
	Dave Zick	01/01/2019-12/31/2021
	Shaughn Erickson – alternate	05/22/2019

Recommendation: It is recommended the City Council approve the recommendation to appoint Shaughn Erickson to the PCSC as an alternate effective immediately.

Attachments:

Resolution of approval.

Application of Shaughn Erickson

Respectfully submitted,

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2019-xxx

Consent Agenda

**RESOLUTION APPROVING APPOINTMENT OF SHAUGHN ERICKSON
AS AN ALTERNATE MEMBER
TO THE POLICE CIVIL SERVICE COMMISSION**

WHEREAS, the City of North St. Paul has received an application to the Police Civil Service Commission (PCSC) from Shaughn P. Erickson; and,

WHEREAS, Mr. Erickson has expressed an interest in serving on this commission for several years; and,

WHEREAS, at the May 7, 2019 meeting the City Council approved the re-appointment of Dave Zick to the Police Civil Service Commission for a term ending December 31, 2021, thus fulfilling the membership requirements; and

WHEREAS, the Commission can only have three decision making positions, but staff indicated it would be beneficial to have an alternate who can begin observing and fill in should there be an absence of a member.

Police Civil Service Commission (3 Members)		
<i>3 Year Staggered Terms</i>	Robert Engwer, Jr.	01/01/2018-12/31/2020
	Dave McKenzie	01/01/2017-12/31/2019
	Dave Zick	01/01/2019-12/31/2021
	Shaughn Erickson – alternate	05/22/2019

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of North St. Paul, it hereby approves the appointment of Shaughn Erickson to the PCSC as an alternate member effective immediately.

ADOPTED this 21st day of May, 2019.

Motion by Council Member xxx

Second by Council Member xxx

Voting: Aye: Council Member Thorsen
 Council Member Petersen
 Council Member Walczak
 Council Member Sonnek
 Mayor Furlong

 Nay: None

 Abstain: None

 Absent: None

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager

CITY OF NORTH ST. PAUL
Commission Application Form
(PLEASE TYPE OR PRINT ALL INFORMATION)

Commission applying to: POLICE CIVIL SERVICE

NAME: SHAUGHN P. ERICKSON DATE: 08 MAY, 2019

HOME ADDRESS: 2123 MESABI AVE

HOME TELEPHONE: 612 384 5427 WORK TELEPHONE: 651 777-2987

E-MAIL ADDRESS: SHAUGHNE@COMCAST.NET

1. HOW LONG HAVE YOU LIVED IN NORTH ST. PAUL? 46 yrs 1 month MONTHS/YRS

2. WHAT NORTH ST. PAUL COMMUNITY ACTIVITIES HAVE YOU BEEN INVOLVED IN?

LE TORCH RUN, FALL ROUND UP PARADE POLICE/FIRE
OPEN HOUSE

3. DESCRIBE ANY PREVIOUS EXPERIENCE YOU HAVE WHICH IS SIMILAR TO SERVING ON A VOLUNTEER ADVISORY COMMISSION.

RAMSEY COUNTY RESERVE DEPUTY

ADVISOR - RCSO EXPLORER POST 2

4. WHY DO YOU WISH TO BE ON AN ADVISORY COMMISSION?

THE MAYOR + CITY MANAGER REQUESTED MY
HELP

5. DESCRIBE ANY SCHEDULING CONFLICTS WHICH YOU MIGHT HAVE FOR REGULAR MEETING SCHEDULES (I.E. ROUTINE TRAVEL, WORK SCHEDULE, ETC.)

NONE

6. WHAT IS THE BEST DAY AND TIME FOR YOU TO MEET? ANY DAY AFTER

1630

7. DESCRIBE ANY OTHER INFORMATION YOU WOULD LIKE US TO KNOW.

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent Agenda

Subject: Equipment to be retired and declared surplus for public auction

To: Honorable Mayor and City Council

Facts:

- 2009 Ford Crown Victoria, Police Interceptor, 5.7L, 4-door, black & white squad, #2104
- MN LIC: POLICE plates
- VIN: 2FAHP71V39X105962
- 90,613 mileage
- Interior & Exterior in Fair condition

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth:

Kelley Blue Book

NADA Guidelines

Respectfully submitted,

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2019-xxx

Consent Agenda

**RESOLUTION APPROVING RETIRING AND DECLARING
POLICE DEPARTMENT EQUIPMENT AS SURPLUS,
TO BE SOLD AT PUBLIC AUCTION**

WHEREAS, the North St. Paul Police Department has submitted its intent to retire and declare as surplus, Police Department equipment to be sold at public auction; and

WHEREAS, the equipment to be retired and declared surplus is Police Department vehicle #2104, a 2009 Ford Crown Victoria Police Interceptor, 4-door Sedan, black & white in color; and

WHEREAS, the 2009 Ford Crown Victoria was a marked Police Squad with “POLICE” license plates (removed) and has vehicle identification number (VIN), 2FAHP71V39X105962; and

WHEREAS, the identified vehicle is to be sold via public online auction; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, that said Police Department vehicle is hereby retired and declared surplus equipment, to be sold via public online auction in a timely manner.

ADOPTED this 21st day of May, 2019.

Motion by Council Member

Second by Council Member

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

As Deputy Clerk of the City of North St. Paul, I hereby certify that this Resolution is a true and correct copy of the one adopted by the City Council at a regular meeting held the 21st day of May, 2019.

Mary H. Mills, Deputy Clerk



2009 Ford Crown Victoria

Sedan 4D LX

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$1,750	\$2,600	\$3,300	\$5,375
Mileage (90,613)	\$1,075	\$1,075	\$1,075	\$1,075
Total Base Price	\$2,825	\$3,675	\$4,375	\$6,450

Options (change)

Price + Options	\$2,825	\$3,675	\$4,375	\$6,450
-----------------	---------	---------	---------	---------

Rough Trade-In - Rough Trade-in values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.



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Used 2009 Ford Crown Victoria LX Sedan 4D

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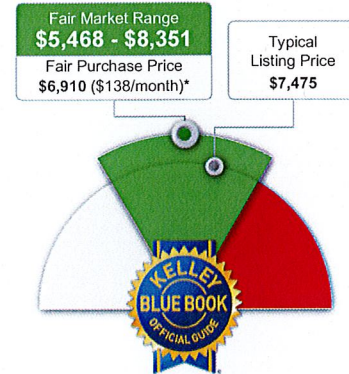
Combined Fuel Economy

19 MPG

KBB.com Consumer Rating

★★★★☆
4.7 / 5

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Your Configured Options

Engine

V8, Flex Fuel, 4.6 Liter

Transmission

Automatic, 4-Spd w/Overdrive

Drivetrain

RWD

Braking and Traction

Traction Control
ABS (4-Wheel)

Comfort and Convenience

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Power Windows
Power Door Locks
Cruise Control

Steering

Power Steering

Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo
Cassette
CD/MP3 (Single Disc)
CD/MP3 (Multi Disc)
Audiophile Sound
Navigation System
DVD System
Integrated Phone

Safety and Security

Dual Air Bags
Side Air Bags
F&R Side Air Bags

Seats

Power Seat
Dual Power Seats
Leather

Roof and Glass

Sun Roof (Flip-Up)
Sun Roof (Sliding)
Moon Roof

Exterior

Rear Spoiler

Wheels and Tires

Alloy Wheels
Premium Wheels
Premium Wheels 19"+

Exterior Color

✓ Black
Blue
Burgundy
Gray
Silver
White

Glossary of Terms

Suggested Retail Price - Suggested Retail Price is representative of dealers' asking prices. It assumes that the vehicle has been fully reconditioned and takes into account the dealers' profit and costs for advertising. The final sale price will likely be less, depending on the car's actual condition, popularity, warranty and local market factors.

Kelley Blue Book® Fair Purchase Price (Used Car) - This is the price people are typically paying a dealer for a used car with typical mileage in good condition or better. This price is based on actual used-car transactions and adjusted regularly as market conditions change.

Fair Market Range (Used Car) - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage and configured with your selected

Tip:

Kelley Blue Book pricing is based on actual transactions and adjusted regularly as market conditions change.

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent Agenda

Subject: Equipment to be retired and declared surplus for public auction

To: Honorable Mayor and City Council

Facts:

- 2004 Harley-Davidson Police Road King FLHPI, white, #2114
- MN LIC: POLICE plates
- VIN: 1HD1FHW164Y717252
- 7,037 mileage
- Good condition

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth:

Kelley Blue Book

NADA Guidelines

Respectfully submitted,

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2019-xxx

Consent Agenda

**RESOLUTION APPROVING RETIRING AND DECLARING
POLICE DEPARTMENT EQUIPMENT AS SURPLUS,
TO BE SOLD AT PUBLIC AUCTION**

WHEREAS, the North St. Paul Police Department has submitted its intent to retire and declare as surplus, Police Department equipment to be sold at public auction; and

WHEREAS, the equipment to be retired and declared surplus is Police Department vehicle #2114, a 2004 Harley-Davidson Police Road King, motorcycle, white in color; and

WHEREAS, the 2004 Harley-Davidson motorcycle was a marked Police vehicle with “POLICE” license plates (removed) and has vehicle identification number (VIN), 1HD1FHW164Y717252; and

WHEREAS, the identified vehicle is to be sold via public online auction; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, that said Police Department vehicle is hereby retired and declared surplus equipment, to be sold via public online auction in a timely manner.

ADOPTED this 21st day of May, 2019.

Motion by Council Member

Second by Council Member

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager



[Change Manufacturer](#) | [Change Year & Model](#) | [Change ZIP](#) | [Change Options](#) | [Values](#)

2004 Harley-Davidson

FLHR Road King Prices

Values	Specifications	Special Notes
--------	----------------	---------------



Values

	Suggested List Price	Low Retail	Average Retail
Base Price	\$17,055	\$4,000	\$5,260

Options [\(Add\)](#)

Total Price	\$17,055	\$4,000	\$5,260
--------------------	-----------------	----------------	----------------



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2004 Harley-Davidson

FLHRI Road King Prices

Values	Specifications	Special Notes
--------	----------------	---------------

Values

	Suggested List Price	Low Retail	Average Retail
Base Price	\$17,655	\$3,950	\$5,195
Options (Change)			
Fairing-Windshield Only		\$30	\$40
Oil Cooler		\$24	\$32
Saddle Bags (Pair)		\$180	\$252
Total Price	\$17,655	\$4,184	\$5,519

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Your 2004 Harley-Davidson FLHPI Road King Police Values

Trade-In Value

Typical Listing Price

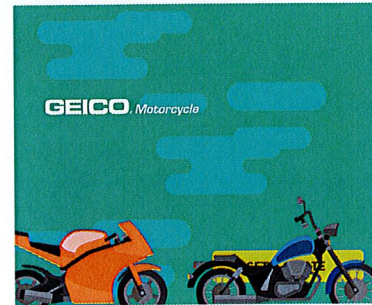


\$4,920

In Good Condition with typical mileage ⁱ
When trading in at a dealership

Standard engine specs: 2-Cylinders, 4-Stroke, 1450cc

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Vehicle Type

Year

Make

Model

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Home > Motorcycles > Harley-Davidson > FLHPI Road King Police > 2004 > Price



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Your 2004 Harley-Davidson FLHPI Road King Police Values

Trade-In Value

Typical Listing Price

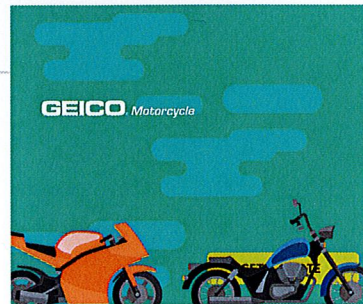


\$6,750

In Good Condition with typical mileage ¹
When purchasing from a dealer

Standard engine specs: 2-Cylinders, 4-Stroke, 1450cc

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Vehicle Type

Year

Make

Model

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Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE POLICE DEPARTMENT

Subject: Application for a Charitable Gambling Permit to conduct lawful gambling in the form of Raffles by The Sons of The American Legion, Post #39 on July 21, 2019.

To the Honorable Mayor and City Council:

To review and approve or deny, application and permit for Charitable Gambling for The Sons of the American Legion, Post #39.

Facts:

- 10th annual fundraising event – proceeds donated to Silver Lake Splash.
- Event to be held Sunday, July 21, 2019 at Silver Lake Beach.
- Event to include charitable gambling.

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth:

City Charitable Gambling Local Permit No. 2019-009.

Minnesota Lawful Gambling LG220 Application for Exempt Permit.

Tennessee Warning

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott A. Duddeck
City Manager

Agenda placement: Consent Agenda

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2019-xxx

Consent Agenda

**RESOLUTION APPROVING MINNESOTA LAWFUL
CHARITABLE GAMBLING APPLICATION FOR EXEMPT PERMIT FOR
THE SONS OF THE AMERICAN LEGION TO CONDUCT A RAFFLE**

WHEREAS, the Sons of The American Legion Post 39 have applied for an Exempt Permit to conduct a Minnesota Lawful Gambling Event in the form of a raffle that will take place on Sunday, July 21, 2019; and,

WHEREAS, the raffle is being conducted in conjunction with a fundraising event, the 9th Annual Silver Lake Splash; and,

WHEREAS, the Sons of The American Legion Squad 39 are a Veteran Non-profit organization, registered with the State and Nationally.

WHEREAS, the Sons of the American Legion Post #39, have been previously granted Lawful Gambling Permits; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, The Sons of the American Legion Post 39 Lawful Gambling Exempt Permit application is hereby approved to conduct a raffle on July 21, 2019.

BE IT FURTHER RESOLVED, the City sixty-day and State thirty-day waiting periods are hereby waived.

ADOPTED this 21st day of May, 2019.

Motion by Councilmember

Second by Councilmember

Voting: Aye: Councilmember Thorsen
Councilmember Petersen
Councilmember Walczak
Councilmember Sonnek
Mayor Furlong

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

As Deputy Clerk of the City of North St. Paul, I hereby certify that this Resolution is a true and correct copy of the one adopted by the City Council at a regular meeting held the 21st day of May, 2019.

Mary H. Mills, Deputy Clerk

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE POLICE DEPARTMENT

Subject: Application from Maplewood Moose Lodge #963 for a Charitable Gambling Permit to conduct off-site lawful gambling at Sidewinder's, 2573 7th Avenue, North St. Paul.

To the Honorable Mayor and City Council:

To review and approve or deny, application and permit for Charitable Gambling for Maplewood Moose Lodge, #963.

Facts:

- State permitted off-site charitable gambling.
- Wednesday Evenings only, June 5, 2019 through August 28, 2019.

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth:

City Charitable Gambling Local Permit No. 2019-010.

Minnesota Lawful Gambling LG230 Application to Conduct Off-site Gambling.

Tennessee Warning

Respectfully submitted,

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

Scott A. Duddeck
City Manager

Agenda placement: Consent Agenda

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2019-xxx

Consent Agenda

**RESOLUTION APPROVING MINNESOTA LAWFUL
CHARITABLE GAMBLING APPLICATION FOR EXEMPT PERMIT FOR
THE MAPLEWOOD MOOSE LODGE #963 TO CONDUCT OFF-SITE LAWFUL
GAMBLING AT SIDEWINDER'S, 2573 7TH AVENUE IN NORTH ST. PAUL**

WHEREAS, Maplewood Moose Lodge #963 has applied for an Off-Site Gambling Permit to conduct a Minnesota Lawful Gambling at Sidewinder's, 2573 7th Avenue, North St. Paul; and,

WHEREAS, Maplewood Moose Lodge #963 will conduct lawful gambling events at Sidewinder's, Wednesday evenings only, June 5, 2019 through August 28, 2019; and,

WHEREAS, the Sons of The American Legion Squad 39 are a Veteran Non-profit organization, registered with the State and Nationally.

WHEREAS, the Sons of the American Legion Post #39, have been previously granted Lawful Gambling Permits; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, The Sons of the American Legion Post 39 Lawful Gambling Exempt Permit application is hereby approved to conduct a raffle on July 21, 2019.

BE IT FURTHER RESOLVED, the City sixty-day and State thirty-day waiting periods are hereby waived.

ADOPTED this 21st day of May, 2019.

Motion by Councilmember

Second by Councilmember

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE COMMUNITY SERVICES DEPARTMENT

Agenda placement: Consent Agenda

Subject: 2019-2021 Electric and Public Works Employees (Teamsters, LOCAL NO. 320) Collective Bargaining Agreement

To: Honorable Mayor and City Council

Background/Facts:

- A tentative agreement with the Union was reached was on April 23; the members ratified the contract on May 15.
- The terms of the contract include:
 - For 2019, Employees will be placed in the recommended wage study step nearest to their current wage.
 - Wages: cost of living adjustments of 2.50% in 2020 and 2.50% in 2021. Educational pay for the City Forester was increased from \$0.75 to \$1.00.
 - Standby pay was converted from a set-pay rate to an hourly calculation. Employees scheduled for on-call shall be paid for thirteen (13) hours at regular time for each seven (7) consecutive days the employee is assigned to be available for call. An employee assigned to be on on-call on one of the ten (10) designated holidays will be paid an additional five (5) hours of pay at regular pay.
 - Boot allowance was increased from \$250.00 to \$300.00 annually.
 - Language requiring obtaining and maintaining Water C Licensure and Wastewater SC Licensure for Public Works Maintenance Workers was incorporated into the agreement.
 - Insurance: A MOU was signed in 2018 for the 2019 City-Wide insurance plan. An insurance re-opener will happen later in 2019 for the purpose of meeting to discuss health insurance terms for 2020 and 2021.
 - Vacation Accrual: Modify the maximum accumulation of vacation hours for employees with 11-14 years of employment from 160 hours to 200 hours.
 - Language: minor language changes to the agreement
 - Duration: three (3) years (January 1, 2019 to December 31, 2021).
- If approved, the terms of the contract retroactively go into effect January 1, 2019.

Recommendation: It is recommended that City Council approve the collective bargaining agreement between the City and Teamsters, Local No. 320 representing the Electric and Public Works Employees.

Attachments:

Copy of the Collective Bargaining Agreement with tracked changes.
Resolution approving the new collective bargaining agreement.
Signed signature page.

Respectfully submitted,

/s/ DG by mm

Debra Gustafson
Administrative and Community Services Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL
RESOLUTION NO. 2019-xxx
Consent Agenda

**RESOLUTION APPROVING THE 2019-2021 COLLECTIVE
BARGAINING AGREEMENT BETWEEN
THE CITY OF NORTH ST. PAUL AND
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES UNION, LOCAL NO. 320 REPRESENTING THE NORTH
ST. PAUL ELECTRIC AND PUBLIC WORKS EMPLOYEES**

WHEREAS, the City of North St. Paul (City) has reached a negotiated settlement with Minnesota Teamsters Public and Law Enforcement Employees Union (Teamsters) Local No. 320 representing the North St. Paul Electric and Public Works Employees for a three-year period, commencing on January 1, 2019 and ending on December 31, 2021; and,

WHEREAS, the features of the agreement include:

- For 2019, Employees will be placed in the recommended wage study step nearest to their current wage.
- General wage adjustment of 2.50% on January 1, 2020 and 2.50% on January 1, 2021.
- Boot allowance was increased from by \$50 to \$300 annually.
- Educational pay for the City Forester was increased from \$0.75 to \$1.00
- Standby pay was converted to an hourly calculation. Employees scheduled for on-call shall be paid for thirteen (13) hours at regular time for each seven (7) consecutive days the employee is assigned to be available for call. An employee assigned to be on on-call on one of the ten (10) designated holidays will be paid an additional five (5) hours of pay at regular pay.

WHEREAS, a Memorandum of Understanding was signed in 2018 for the 2019 City-Wide insurance plan. An insurance re-opener will happen later in 2019 for the purpose of meeting to discuss health insurance terms for 2020 and 2021; and,

WHEREAS, Vacation Accrual was modified: the maximum accumulation of vacation hours for employees with 11-14 years of employment was changed from 160 hours to 200 hours; and,

WHEREAS, the agreement was reviewed and ratified by the Teamsters on May 15, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA the City Manager is hereby authorized to enter into a labor agreement with the Teamsters Union (Teamster, Local No. 320) for Fiscal Years 2019-2021 as presented.

ADOPTED this 21st day of May, 2019.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member Thorsen
 Council Member Petersen
 Council Member Sonnek
 Council Member Walczak

Mayor Furlong
Nay: None
Abstain: None
Absent: None

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager

4/23/19

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

CITY OF NORTH ST. PAUL

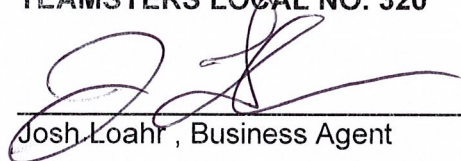
Terrence Furlong, Mayor

Signature Date

Scott Duddeck, City Manager

Signature Date

TEAMSTERS LOCAL NO. 320



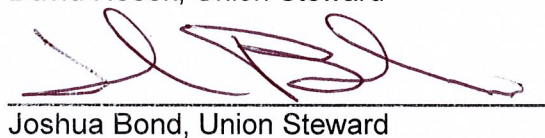
Josh Loahr, Business Agent

Signature Date

5/15/19

David Hosek, Union Steward

Signature Date



Joshua Bond, Union Steward

5/15/19

Signature Date

LABOR AGREEMENT

between

CITY OF NORTH ST. PAUL

and

**MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES
UNION, LOCAL NO. 320**

Representing

PUBLIC WORKS EMPLOYEES

JANUARY 1, 2019~~7~~ through DECEMBER 31, 2021~~18~~

Union Ratified: ~~01/09/2017~~
City Council Approved: ~~01/17/2017~~

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**LABOR AGREEMENT
BETWEEN
CITY OF NORTH ST. PAUL
AND
MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES
LOCAL NO. 320**

ARTICLE 1 – PURPOSE OF AGREEMENT

This Agreement is entered into between the City of North St. Paul, hereinafter called the EMPLOYER, and Local No. 320, Minnesota Teamsters Public and Law Enforcement Employees', hereinafter called the UNION. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the exclusive representative for all job classifications listed below where employee service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory, confidential and all other employees;

***Public Works Service Worker
Mechanic, Tree Trimmer
Electric Lineman***

ARTICLE 3 – DEFINITIONS

- 3.1 UNION: Minnesota Teamsters Public and Law Enforcement Union Local No. 320.
- 3.2 EMPLOYER: The individual municipality designated by this Agreement.
- 3.3 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Union, Local No. 320.

4/23/19

- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 3.6 SENIORITY: Length of continuous service with the Employer.
- 3.7 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule equal in time to overtime worked.
- 3.8 SEVERANCE PAY: Payment made to an employee upon honorable termination of employment as per Article 22.
- 3.9 OVERTIME: Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 3.10 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 3.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the condition or compensation or the rights, privileges or obligations of employment.

ARTICLE 4 – UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction, and
- 4.2 Remit such deduction to the appropriate designated officer of the Union.
- 4.3 The Union may designate certain employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of such choice.
- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 4.5 Labor-Management Committee: Employee representatives of the Union shall receive paid time off to participate in Joint Labor-Management committee meetings and meet and confer sessions with the Employer. Time off with pay under this subsection shall be limited to those activities specifically initiated and/or approved by the Employer and occurring during the employee's regularly scheduled work shift. Such time spent in Labor Management Committees and meet and confer activity shall not qualify as time worked for overtime eligible nor shall it affect overtime earned on an employee's regular schedule.

ARTICLE 5 – EMPLOYER SECURITY

- 5.1 The Union agrees that during the life of this Agreement it will not cause, encourage,

participate in or support any strike, slow down, other interruption of or interference with the normal functions of the Employer.

- 5.2 Any employee who engages in a strike may have his/her appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 5.3 An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his/her Employer on the date or dates when a strike occurs is *prima facie* presumed to have engaged in a strike on such date or dates.
- 5.4 An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such a violation, be appointed or reappointed or employed or reemployed, but the employee shall be on probation for two (2) years with respect to such civil service status, tenure of employment, or contract of employment, as he/she may have theretofore been entitled.
- 5.5 No employee shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

ARTICLE 6 – EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine whether services are to be provided or purchased; to determine the utilization of technology; to establish and modify the organizational structure; to assign duties and responsibilities; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 6.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 7 – EMPLOYEE RIGHTS, GRIEVANCE PROCEDURE

- 7.1 **DEFINITION OF A GRIEVANCE.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 **UNION STEWARDS.** The Employer will recognize Stewards designated by the Union as the grievance representatives of the bargaining unit who have the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Stewards and of their successors when so designated.
- 7.3 **PROCESSING OF A GRIEVANCE.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union Steward shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Steward have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 **PROCEDURE.** Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

- Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.
- Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievances not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.
- Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.
- Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the

"Rules Governing the Arbitration of Grievances" as established by the State of Minnesota Bureau of Mediation Services.

7.5 **ARBITRATOR'S AUTHORITY.**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based

solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 **WAIVER.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

7.7 **CHOICE OF REMEDY.** If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Veteran's Preference, if qualify. If appealed to any procedure other than Step 4 of Article 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 of Article 7 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8 – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken, within the time provided, such provision shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 9 – WORK SCHEDULES

- 9.1 The sole authority in work schedules is the Employer: The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal 7:00 a.m. to 3:30 p.m. day. The Employer will give eight (8) hours advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances such as, but not limited to, fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours. However, each employee has an obligation to work overtime or call backs, if requested unless unusual circumstances prevent

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him/her from so working.

- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE 10 – OVERTIME PAY

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period, except for shift changes, or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1½) times the employee's regular base pay rate.
- 10.2 The following only applies to situations when the Employer gives less than 8 hours' notice of a Work Schedule Change, which requires the Employee to begin work prior to the normal work schedule. In such situations the Employee has fulfilled his obligation to work the normal work day after 8 hours have been worked. At the completion of the normal work day requirement (8 hours) the Employee may request to fulfill the remaining time of the normal work day. In deciding the request, the Employer shall consider available work opportunities and the condition of the Employee. In such situations the Employee is eligible for overtime pay in accordance to Article 10.
- 10.3 Overtime will be distributed as equally as practicable.
- 10.4 Overtime refused by employees will for record purposes under Article 10.2 be considered as unpaid overtime worked.
- 10.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 11 – LEGAL DEFENSE

- 11.1 Employees involved in litigation because of negligence, ignorance of laws, nonobservance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.
- 11.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under direct order of his supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 12 – RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

ARTICLE 13 – DISCIPLINE

The Employer will discipline employees only for just cause.

ARTICLE 14 – SENIORITY

Seniority will be the determining criterion for transfers, promotions, layoffs only when all other qualification factors are equal.

ARTICLE 15 – PROBATIONARY PERIODS

- 15.1 All newly hired or rehired employees will serve a twelve (12) month probationary period.
- 15.2 All employees will serve a twelve (12) month probationary period in any job classification in which the employee has not served a probationary period.
- 15.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer. The Employer reserves the right to extend the probationary period of an Employee with notice to the Union.
- 15.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE 16 – SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 17 – JOB POSTING

- 17.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
 - A. have the necessary qualifications to meet the standards of the job vacancy; and
 - B. have the ability to perform the duties and responsibilities of the job vacancy.
- 17.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 15 – Probationary Periods.
- 17.3 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- 17.4 Job vacancies within the designated bargaining unit will be posted for ten (10) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 18 – INSURANCE

- 18.1 [The Employer will contribute premiums amounts listed below or increases above the amounts listed as authorized by the Employer toward Employee health insurance, dental insurance. Employees opting out of the health insurance plan will be compensated at a rate set by the City Council. Employees must provide proof of coverage under another group insurance policy in order to receive the monthly opt-out amount provided by the City.](#)

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Dental Coverage	City Contribution
Single	54.56
Single + 1	113.44
Family	163.68
BlueCross BlueShield Aware Network	
Single	661.20
Family If take single dental	1,125.44
Family if take single + 1 dental	1,066.56
Family if take family dental	1,016.32
BlueCross BlueShield Access Network	
Single	645.69
Family If take single dental	1,125.44
Family if take single + 1 dental	1,066.56
Family if take family dental	1,016.32
BlueCross BlueShield High Value Network	
Single	625.66
Family If take single dental	1,125.44
Family if take single + 1 dental	1,066.56
Family if take family dental	1,016.32

~~Health, Dental & Life. The Employer will contribute a minimum of one thousand dollars (\$1,000) or increases above 1,000 as authorized by the Employer toward Employee health insurance, dental insurance and limited term life insurance. Employees shall be solely responsible for contributing to Health Savings Accounts or other similar health expenditure accounts, if offered by the Employer.~~

~~Only employees who obtain and provide proof of coverage under another group insurance policy are eligible to waive the City's health insurance and apply to receive the monthly opt-out amount provided by the City.~~

18.2 Life Insurance. The amount of life insurance per EMPLOYEE will be fifty thousand dollars (\$50,000).

18.32 Employees not choosing dependent coverage cannot be covered at Employer expense for any additional insurance than the individual group health and group life insurance. Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the Employer's group policy.

18.43 Long Term Disability Insurance. The City will pay the long-term disability premium for Employees of this bargaining unit.

18.5 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Employees covered by this Agreement will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

18.6 Post Retirement Health Care Savings Plan. The Employer is enrolled in a Post-Retirement Health Care Savings Plan (HCSP) through which public employers and employees may save to cover post-employment health care costs. Changes to the plan are allowed based on

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HCSP guidelines. Plan decisions are made outside the terms of this Agreement.

[18.7 An insurance re-opener will happen sometime in 2019 for the purpose of meeting to discuss health insurance terms for 2020 and 2021.](#)

ARTICLE 19 – ANNUAL VACATION

19.1 Vacation time accrual is based on 26 pay periods per year, earned at the following rate:

1-5 year	80 hours per year or 3.08 hours per pay period
5 -10 years	120 hours per year or 4.62 hours per pay period
10 -15 years	160 hours per year or 6.15 hours per pay period
Start of 16 years	168 hours per year or 6.46 hours per pay period
Start of 17 years	176 hours per year or 6.77 hours per pay period
Start of 18 years	184 hours per year or 7.08 hours per pay period
Start of 19 years	192 hours per year or 7.38 hours per pay period
Start of 20 years	200 hours per year or 7.69 hours per pay period

19.2 Accumulation of vacation time is to be as follows:

Maximum of 20 days [\(160 hours\)](#) 1 through 10~~5~~ years of employment.

[Maximum of 25 days \(200 hours\) 11 through 14 years of employment](#)

Maximum of 30 days [\(240 hours\)](#) over 15 years of employment.

ARTICLE 20 – HOLIDAYS

20.1 Paid holidays will be provided for as follows:

Ten (10) paid holidays will be provided. City policy shall specify the ten (10) holidays available to Employees. Two (2) floating holidays will be provided annually and do not carry into the next calendar year. Floating holidays are allowed for new employees as follows:

Two (1) floating holidays if start date is January 1-June 30.

One (1) floating holiday if start date is July 1-December 31.

20.2 Employees assigned work by the Employer on any of the ten (10) holidays, with the exception of the floating holidays, will be paid at a rate of two (2) times the employee's rate of pay for hours worked plus the employee's regular holiday pay.

ARTICLE 21 – SICK LEAVE

21.1 Sick leave with pay shall be credited to probationary and regular employees at a rate of eight (8) hours per month or 3.69 hours per pay period. Employees in the probationary period may use sick leave as it is accrued; however, if the sick leave exceeds a total of five (5) working days, the probationary period shall automatically be extended a like period of time. Accrued sick leave may be used for actual illness, to receive medical or dental care, or other wellness preventative measures.

21.2 Employees may use sick leave benefits provided by the Employer for absence from duty only because of the Employee's own personal illness, injury or legal quarantine, or illness, injury and legal quarantine of family members as described by Minnesota State Statute. Employees applying for protection under the Family Medical Leave Act (FMLA) may only use sick leave for qualifying FMLA events. Employees may submit a request to use vacation time for absences of other non-family members.

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21.3 Sick leave can be accumulated to a maximum of one thousand (1,000) hours. Employees may exceed the maximum sick leave accrual at any time during the year but must be at or under the maximum accrual by December 31 of each year. Hours in excess of the maximum accrual shall be forfeited. The City shall not pay out hours forfeited.

21.4 In order to be eligible for sick leave with pay, employees must:

- a) Notify their Supervisor each day they are ill prior to the time set for the beginning of their work day, or as soon thereafter as practical.
- b) Keep their Department Head informed of their condition if the absence is more than two days' duration.
- c) Submit medical certification for absences, if required by the City Manager.

Abuse of sick leave may be cause for disciplinary action up to and including termination from employment.

21.5 Bereavement Leave. Employees who wish to take time off due to the death of an immediate family member should notify their supervisors immediately. When a death occurs in an employee's immediate family, all employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. Immediate family members are defined as an employee's spouse, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Employees may, with their supervisors' approval, use available leave for additional time off as necessary, or to attend the funerals of individuals not listed above.

Bereavement pay is calculated based on the base pay rate at the time of absence, and will not include any special forms of compensation, such as shift differentials (i.e. monthly police investigator pay). Employees will only be paid for hours for which they would normally have been scheduled.

ARTICLE 22 – SEVERANCE PAY

After ten (10) years of continuous employment, an employee who retires or resigns in good standing shall be entitled to severance pay. The amount of severance pay shall be computed at the regular rate of pay at the time of severance an amount equal to one-half (½) of the accumulated sick leave; with a maximum allowance of 480 hours pay. Employees discharged for cause or those who voluntarily terminate their employment with less than ten (10) years of service will receive no severance pay.

ARTICLE 23 – CALL BACK

23.1 Any employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1½) times the employee's wage rate. An extension of or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

23.2 Employees shall check in at the beginning of each call and check out at the completion of each call and additional calls received during the time an employee is on call does not qualify the employee for an additional three (3) hours minimum pay.

ARTICLE 24 – STANDBY

24.1 [Employees scheduled for on-call shall be paid for thirteen \(13\) hours at regular time for](#)

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each seven (7) consecutive days the employee is assigned to be available for call. An employee assigned to be on on-call on one of the ten (10) designated holidays will be paid an additional five (5) hours of pay at regular pay. The employee may choose to take this on call pay as compensatory time.

~~Employees who are scheduled by the employer to standby shall be compensated as follows according to their classification for each standby schedule worked: Lineman – \$478.00 (2017) and \$490.00 (2018), Public Service Worker – \$396.00 (2017) and \$406.00 (2018).~~

~~24.2 If a recognized holiday, as established by Article 20 (excluding a scheduled floating holiday) falls within an employee's seven (7) consecutive day period of standby, the employee shall be paid as follows according to their classification for each standby schedule worked: Lineman – \$598.00 (2017) and \$613.00 (2018), Public Service Worker – \$517.00 (2017) and \$530.00 (2018).~~

~~24.3 If two (2) recognized holidays, as established by Article 20 (excluding a scheduled floating holiday) fall within an employee's seven (7) consecutive day period of standby, the employee shall be paid as follows according to their classification for each standby schedule worked: Lineman – \$679.00 (2017) and \$696.00 (2018), Public Service Worker – \$643.00 (2017) and \$659.00 (2018).~~

ARTICLE 25 – BOOT ALLOWANCE

Employees shall be provided an annual payment of ~~three~~^{two} hundred ~~fifty~~ dollars (\$~~300~~²⁵⁰) in recognition of the cost to purchase and/or maintain job related foot gear (boots). This payment amount is not intended to cover the entire cost of such foot gear nor is intended to relieve employees from wearing safety shoes when such safety shoes are required.

ARTICLE 26 – SALARIES & PERFORMANCE

Effective January 1, 20~~19~~¹⁵ wages shall be determined according to the following schedules.

Employees may be eligible to receive annual a step wage adjustments, beginning with Step 1 up to Step 6, based on completion of a satisfactory performance evaluation as determined by the City. Step increases will occur on the 1st of the year. Employees hired after March 2019, will receive step increases on the anniversary of their hire date. Current Apprentice Electric Lineman will be eligible to move to step five once they have completed their apprenticeship.

~~Employees will be eligible for review on their anniversary date of employment.~~ On the ^{at} review date, the employee may be provided a step increase or held at the employee's base wage level, depending on the employee's performance during the previous year and regardless of years of service. The Employer retains sole authority for determining at which step the employee is placed based on the City's performance criteria. Such decisions are grievable but not arbitrable under Article 7 of the Labor Agreement.

Public Works Classification

26.1 Listed below is the Public Works Maintenance Worker Job Grade and Wage Scale

<u>Title</u>	<u>Job Grade</u>
<u>Public Works Maintenance Worker</u>	<u>8</u>

2019

Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>\$26.08</u>	<u>\$27.27</u>	<u>\$28.52</u>	<u>\$29.82</u>	<u>\$31.18</u>	<u>\$32.60</u>

2020 (2.5% increase from 2019)

Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>\$26.73</u>	<u>\$27.95</u>	<u>\$29.23</u>	<u>\$30.57</u>	<u>\$31.96</u>	<u>\$33.41</u>

2021 (2.5% increase from 2020)

Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>\$27.39</u>	<u>\$28.65</u>	<u>\$29.96</u>	<u>\$31.33</u>	<u>\$32.76</u>	<u>\$34.25</u>

Existing-

employees of the Public Works Department hired by the City prior to January 1, 2015 and classified as Public Service Worker shall be paid according to the following schedule.

See Step	01/01/2017	01/01/2018
<u>1</u>	<u>\$22.53</u>	<u>\$23.09</u>
<u>2</u>	<u>\$23.97</u>	<u>\$24.57</u>
<u>3</u>	<u>\$25.14</u>	<u>\$25.77</u>
<u>4</u>	<u>\$26.58</u>	<u>\$27.24</u>
<u>5</u>	<u>\$28.02</u>	<u>\$28.72</u>
<u>6</u>	<u>\$28.88</u>	<u>\$29.61</u>
<u>7</u>	<u>\$29.36</u>	<u>\$30.09</u>
<u>8</u>	<u>\$30.25</u>	<u>\$31.00</u>
<u>9</u>	<u>\$30.86</u>	<u>\$31.63</u>

~~26.11 Employees during their first six (6) years of City employment may be eligible to receive annual wage adjustments, beginning with Step 1 up to Step 6, based on a combination of years of service and completion of a satisfactory performance evaluation as determined by the City. Step 6 is the top step based on years of service.~~

26.12 Employees that earn and maintain either the Water C license or Wastewater SC license may be eligible to receive a wage adjustment to Step 4~~7~~.

26.13 Employees that earn and maintain both the Water C license and Wastewater SC license may be eligible to receive wage adjustment to Step 5~~8~~.

26.14 Employees that earn and maintain both the Water C license and Wastewater SC license and receive a satisfactory performance evaluation demonstrating one year of successful performance in executing the duties required of both licenses may be eligible to receive a wage adjustment to Step 6~~9~~.

From the date of hire Public Works Maintenance Workers have four years to obtain their Water C License and Wastewater SC License. Employees as of 1/1/2020 that have been employed with the City four years or longer, have a three year period to obtain their Water C License and Wastewater SC License. Failure to obtain and maintain a Water C License and Wastewater SC License after the outlined timeframes may result in termination.

~~If licensure(s) is not renewed, lost or forfeited for any reason the employee would lose the incentive pay associated with that licensure(s). Loss of licensure(s) may result in a wage reduction to Step 6.~~

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- 26.15 Education. Employees shall also be eligible for the following additional incentive pay for continued education in the performance of position duties and for continued succession planning of the Department and City. Employees may apply to the Employer to obtain further education upon announcement by the Employer. Employer retains the right to determine the number of Employees that may apply and when, based on the needs of the City. Employer also retains the right to designate the number of employees classified as City Forester, Playground Inspector ~~Playground Inspector~~ and Lead Worker, and determine the length of time for such designation, as well as designating the number of employees who attend the APWA Leadership Academy.

Education	Rate
City Forester (1EE)	\$0. 75 ⁵⁰
<u>Playground Inspector (1EE)</u>	<u>\$0.35</u>
APWA Leadership Academy	\$0.75
Lead Worker	\$1.00

Mechanic Classification

26.2 Listed below is the Mechanic Job Grade and Wage Scale:

<u>Title</u>	<u>Job Grade</u>
<u>Mechanic</u>	<u>8</u>

2019

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>\$26.08</u>	<u>\$27.27</u>	<u>\$28.52</u>	<u>\$29.82</u>	<u>\$31.18</u>	<u>\$32.60</u>

2020 (2.5% increase from 2019)

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>\$26.73</u>	<u>\$27.95</u>	<u>\$29.23</u>	<u>\$30.57</u>	<u>\$31.96</u>	<u>\$33.41</u>

2021 (2.5% increase from 2020)

~~26.2 The~~

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>\$27.39</u>	<u>\$28.65</u>	<u>\$29.96</u>	<u>\$31.33</u>	<u>\$32.76</u>	<u>\$34.25</u>

~~hired by~~

~~to January 1, 2015 and classified as Mechanic is at top salary and shall be paid according to the following schedule.~~

Employees:

Step 6: Wes Derauf

~~existing~~

~~employee~~

~~the City prior~~

- 26.21 Base Pay. ~~Employees hired by the City after January 1, 2015 and classified as Mechanic shall be paid a Base Pay according to the following schedule.~~

-	01/2	01/2
1	\$24.	\$24.

2	\$25.	\$26.
3	\$26.	\$27.
4	\$27.	\$28.
5	\$29.	\$30.
6	\$30.	\$31.

~~26.22 Employees during their first six (6) years of City employment may be eligible to receive annual wage adjustments, beginning with Step 1 up to Step 6, based on a combination of years of service and completion of a satisfactory performance evaluation as determined by the City. Step 6 is the top step based on years of service.~~

Eligibility of Employees to earn additional pay shall be required to earn and maintain a minimum of three (3) certifications plus the DOT certification.

26.23 Licensures & Certifications. Employee(s) hired ~~after January 1, 2015 and~~ classified as Mechanic shall also be eligible for the following additional incentive pay for continued education and obtaining licensure(s) and certification(s) necessary in the performance of position duties.

If a certification is not renewed, lost or forfeited for any reason, the employee would lose the incentive pay associated with that license(s) or certification(s).

Certifications		Rate
ASE	Auto/Lt Trucks (A)	\$0.15
ASE	Med/Heavy Trucks (T)	\$0.25
ASE	Hybrid/E-Vehicles (L3)	\$0.10
ASE	Master Mechanic (All 3)	\$0.50
	DOT Certified	\$0.50

Electric Classification

26.3 Listed below is the Electric Lineperson Job Grade:

Title	Job Grade
<u>Electric Lineperson</u>	<u>14</u>

Employees of the Electric Department classified as Electric Lineman, including both Journeyman Lineman and Apprentices, shall be paid according to the following schedule.

2019

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>\$37.32</u>	<u>\$39.02</u>	<u>\$40.80</u>	<u>\$42.66</u>	<u>\$44.61</u>	<u>\$46.64</u>

2020 (2.5% Increase from 2019)

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>\$38.25</u>	<u>\$40.00</u>	<u>\$41.82</u>	<u>\$43.73</u>	<u>\$45.73</u>	<u>\$47.81</u>

2021 (2.5% Increase from 2020)

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>\$39.20</u>	<u>\$41.00</u>	<u>\$42.87</u>	<u>\$44.82</u>	<u>\$46.87</u>	<u>\$49.01</u>

<u>Step</u>	<u>01/01/2017</u>	<u>01/01/2018</u>
<u>1</u>	<u>\$34.54</u>	<u>\$35.41</u>
<u>2</u>	<u>\$36.20</u>	<u>\$37.11</u>
<u>3</u>	<u>\$37.85</u>	<u>\$38.80</u>
<u>4</u>	<u>\$39.91</u>	<u>\$40.91</u>
<u>5</u>	<u>\$41.14</u>	<u>\$42.17</u>
<u>6</u>	<u>\$42.28</u>	<u>\$43.34</u>

- 26.31 Employees hired as an Apprentice and during their first four (4) years of City employment may be eligible to receive annual wage adjustments, beginning with Step 1 up to Step 4, based on a combination of years of service, satisfactorily pass annual testing requirements necessary to become a Journeyman Lineman, and completion of a satisfactory performance evaluation as determined by the City.

Employees are only eligible for Steps 5-6 after becoming a Journeyman Lineman and a combination of years of service and completion of a satisfactory performance evaluation as determined by the City.

- 26.32 Employees that fail to satisfactorily pass annual testing requirements necessary to become a Journeyman Lineman, shall have up to an additional six (6) months to pass required examinations. Failure to pass a follow up examination may result in the demotion at the discretion of the Employer.
- 26.33 Employees designated as Lead Worker by the Employer shall be eligible to receive an additional one dollar (\$1.00) per hour.
- 26.34 Employees required to obtain an Electrical Contractor license and are designated as such by the Employer shall be eligible to receive an additional one dollar (\$1.00) per hour.
- 26.35 Employees assigned by the Employer to Electric Utility Operator from another Department will be paid the entry level wage rate (Step 1) of the Electric Lineman wage.

ARTICLE 27 – DEFERRED COMPENSATION

The City will match up to eighty dollars (\$80.00) per pay period toward a City sponsored Deferred Compensation Plan, if contribution is matched by the employee.

4/23/19

ARTICLE 28 – PART-TIME & SEASONAL EMPLOYEES

- 28.1 Employees hired by the Employer on a seasonal or temporary basis shall be paid a wage rate established solely by the Employer and shall not be eligible for any benefits under this Agreement.
- 28.2 Public Works and Electric part-time and seasonal employees whose positions shall be established by the City with compensation according to the City's pay plan shall not be eligible for the Insurance, Vacation, Holidays, Sick leave, and Severance provisions of this Agreement.
- 28.3 Layoffs under the terms of this Agreement require that part-time and seasonal employees be laid off first and layoff would not proceed to the full time positions until all part time and seasonal employees are laid off.
- 28.4 Part-time and seasonal employees shall not operate equipment exceeding a one-ton dump truck.
- 28.5 Part-time and seasonal employees shall not be used to replace full time positions.

ARTICLE 29 – WAIVER

- 29.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of the Agreement, are hereby superseded.
- 29.2 The parties mutually acknowledged that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by the Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 30 – DURATION

The Agreement shall be effective as of January 1, 2019⁷ and shall remain in full force and effect until December 31, 2021⁰¹⁸.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

CITY OF NORTH ST. PAUL

Terrence Furlong~~Michael R. Kuehn~~, Mayor

Signature Date

Scott Duddeck~~Jason Ziemer~~, City Manager

Signature Date

4/23/19

TEAMSTERS LOCAL NO. 320

Josh Loahr ~~Mike Horton~~, Business Agent

Signature Date

David Hosek, Union Steward

Signature Date

Joshua Bond, Union Steward

Signature Date

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE COMMUNITY SERVICES DEPARTMENT

Agenda placement: Consent Agenda

Subject: 2019-2021 Police Sergeants (LELS, LOCAL NO. 298) Collective Bargaining Agreement

To: Honorable Mayor and City Council

Background/Facts:

- A tentative agreement with the Union was reached was on April 17; the members ratified the contract on May 14.
- The terms of the contract include:
 - For 2019, Employees will be placed in the recommended wage study step nearest to their current wage. Employees that receive less than 2.5% increase will receive a lump sum payment.
 - Wages: cost of living adjustments of 2.50% in 2020 and 2.50% in 2021. A longevity step has been added for Sergeants that have 10 years of police service with the City, of which at least five years must have been in the role of Sergeant. A \$25.00 per month increase for investigator pay.
 - Insurance: A MOU was signed in 2018 for the 2019 City-Wide insurance plan. An insurance re-opener will happen later in 2019 for the purpose of meeting to discuss health insurance terms for 2020 and 2021.
 - Vacation Accrual: Modify the maximum accumulation of vacation hours for employees with 11-14 years of employment from 160 hours to 200 hours.
 - Language: minor language changes to the agreement
 - Duration: three (3) years (January 1, 2019 to December 31, 2021).
- If approved, the terms of the contract retroactively go into effect January 1, 2019.

Recommendation: It is recommended that City Council approve the collective bargaining agreement between the City and LELS, Local No. 298 representing the Police Sergeants.

Attachments:

Copy of the Collective Bargaining Agreement with tracked changes.
Resolution approving the new collective bargaining agreement.
Union signed signature page.

Respectfully submitted,

/s/ DG by mm

Debra Gustafson
Administrative and Community Services Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL
RESOLUTION NO. 2019-xxx
Consent Agenda

**RESOLUTION APPROVING THE 2019-2021 COLLECTIVE
BARGAINING AGREEMENT BETWEEN
THE CITY OF NORTH ST. PAUL AND
LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 298
REPRESENTING THE NORTH ST. PAUL POLICE SERGEANTS**

WHEREAS, the City of North St. Paul (City) has reached a negotiated settlement with Law Enforcement Labor Services, Inc. (LELS) Local No. 298 representing the North St. Paul Police Sergeants (Sergeants) for a three-year period, commencing on January 1, 2019 and ending on December 31, 2021; and,

WHEREAS, the features of the agreement include:

- For 2019, Employees will be placed in the recommended wage study step nearest to their current wage. Employees that receive less than a 2.5% increase will receive a lump sum payment.
- General wage adjustment of 2.50% on January 1, 2020 and 2.50% on January 1, 2021.
- A longevity step has been added for Sergeants that have 10 years of police service with the City, of which at least five years must have been in the role of Sergeant. A \$25.00 per month increase for investigator pay.

WHEREAS, a Memorandum of Understanding was signed in 2018 for the 2019 City-Wide insurance plan. An insurance re-opener will happen later in 2019 for the purpose of meeting to discuss health insurance terms for 2020 and 2021; and,

WHEREAS, Vacation Accrual was modified: the maximum accumulation of vacation hours for employees with 11-14 years of employment was changed from 160 hours to 200 hours; and,

WHEREAS, the agreement was reviewed and ratified by the Sergeants on May 14, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA the City Manager is hereby authorized to enter into a labor agreement with the Police Sergeants Union (LELS, Local No. 298) for Fiscal Years 2019-2021 as presented.

ADOPTED this 21st day of May, 2019.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member Thorsen
 Council Member Petersen
 Council Member Sonnek
 Council Member Walczak
 Mayor Furlong
 Nay: None
 Abstain: None
 Absent: None

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager

City Proposal

LABOR AGREEMENT

BETWEEN

CITY OF NORTH ST. PAUL

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

Local 298

(Police Sergeants)

January 1, 201~~9~~⁷ through December 31, 20~~21~~¹⁸

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**LABOR AGREEMENT
BETWEEN
THE CITY OF NORTH ST. PAUL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
POLICE SERGEANTS**

ARTICLE I. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2019⁴, between the CITY OF NORTH ST. PAUL, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 298, hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT's interpretation and/or application; and
- 1.2 Place in written form, the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes 179A.03, Subdivision 14, for all police personnel in the job classification:

Sergeant
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local No. 298.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The CITY OF NORTH ST. PAUL Police Department.

- 3.5 EMPLOYER: The CITY OF NORTH ST. PAUL.
- 3.6 CHIEF: The Chief of the CITY OF NORTH ST. PAUL Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.9 REST BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE IV. EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT that the UNION will not cause, encourage, participate in or support any strike, slowdown, or other interruption or interference with the normal functions of the EMPLOYER.

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE VI. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of Steward and/or alternate.

- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcements.
- 6.4 The UNION agrees to indemnify & and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provision of this Article.

ARTICLE VII. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

- 7.1 **Definition of a Grievance:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 7.2 **Union Representatives:** The EMPLOYER will recognize the UNION representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated, as provided by 6.2 of this AGREEMENT.
- 7.3 **Processing of a Grievance:** It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided that the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the EMPLOYER.
- 7.4 Procedure: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

STEP 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act as amended. The selection of an arbitrator shall be made in accordance with the rules and regulations established by the State of Minnesota Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

1. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

2. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the Arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

3. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the EMPLOYER and the UNION in each Step.

ARTICLE VIII. SAVINGS CLAUSE

This AGREEMENT is subject to the law in the event any provision of this AGREEMENT shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limit provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX. SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. A seniority roster may be maintained by the Chief on the basis of time-in-grade and time within specific classification.
- 9.2 During the probationary period, a newly hired or hired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the EMPLOYER.
- 9.3 A reduction of the work force shall be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of the layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to changes in job classification through transfer, assignment, or promotion when the job-relevant qualifications of an employee are equal.

- 9.5 One continuous vacation period shall be selected on the basis of seniority until April 1st of each calendar year.
- 9.6 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.

ARTICLE X. DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- 1) Oral reprimand
 - 2) Written reprimand
 - 3) Suspension
 - 4) Demotion or
 - 5) Discharge
- 10.2 Suspensions, demotions, and discharges will be in written form.
- 10.3 Written reprimands, notice of suspension, and notices of discharge which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimand and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Employees will not be questioned when as a result of the questioning disciplinary action could occur unless the employee has been given an opportunity to have a UNION Representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION at Step 3 of the grievance procedure under ARTICLE VII.

ARTICLE XI. CONSTITUTIONAL PROTECTION

Employees shall have the right granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE XII. WAGES

See Appendix A for wages.

ARTICLE XIII. INSURANCE

- 13.1 The Employer will contribute premiums amounts listed below or increases above the amounts listed as authorized by the Employer toward Employee health insurance, dental insurance and limited term life insurance to a maximum amount determined by the City Council. Employees opting out of the health insurance plan will be compensated at a rate set by the City Council. Employees must provide proof of coverage under another group insurance policy in order to receive the monthly opt-out amount provided by the City.

Dental Coverage	City Contribution
Single	54.56
Single + 1	113.44
Family	163.68
BlueCross BlueShield Aware Network	
Single	661.20
Family If take single dental	1,125.44
Family if take single + 1 dental	1,066.56
Family if take family dental	1,016.32
BlueCross BlueShield Access Network	
Single	645.69
Family If take single dental	1,125.44
Family if take single + 1 dental	1,066.56
Family if take family dental	1,016.32
BlueCross BlueShield High Value Network	
Single	625.66
Family If take single dental	1,125.44
Family if take single + 1 dental	1,066.56
Family if take family dental	1,016.32

~~The Employer will contribute a minimum of one thousand (\$1,000) or increases above \$1,000 as authorized by the Employer toward Employee health insurance, dental insurance and limited term life insurance.~~

- 13.2 Long Term Disability Insurance: The CITY will pay the long-term disability premium up to a maximum of the employee's annual salary.
- 13.3 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Employees covered by this Agreement will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.
- 13.4 An insurance re-opener will happen sometime in 2019 for the purpose of meeting to discuss health insurance terms for 2020 and 2021.

ARTICLE XIV. UNIFORMS

- 14.1 The EMPLOYER shall provide each employee in the bargaining unit on or about the first payroll period in January a \$1,200.00 cash uniform allowance. Employees who have completed one continuous year of employment shall receive pro-rated uniform allowance. Employees who leave their employment with the CITY shall be responsible to return this uniform allowance on a monthly pro-rated basis. Uniforms and/or equipment provided or issued by the CITY, that are damaged in the line of duty, will be repaired and/or replaced by the EMPLOYER at no cost to the employee.

ARTICLE XV. INJURY ON DUTY

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave or other accumulated paid benefits, after a five (5) working day initial waiting period per injury. The five (5) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments.

ARTICLE XVI. VACATIONS

- 16.1 Vacation time is earned at the following rate:

1 to 5 years-	80 hours per year or 3.08 per payroll period
5 to 10 years -	120 hours per year or 4.62 per payroll period
10 to 15 years	160 hours per year or 6.15 per payroll period
Start of 16 years -	168 hours per year or 6.46 per payroll period
Start of 17 years -	176 hours per year or 6.77 per payroll period
Start of 18 years -	184 hours per year or 7.08 per payroll period
Start of 19 years -	192 hours per year or 7.38 per payroll period
Start of 20 years –	200 hours per year or 7.69 per payroll period

16.2 Accumulation of vacation time to be as follows:

Maximum of 160 hours 1 through 10 years of employment.

Maximum of 200 hours 11 through 14 years of employment

Maximum of 240 hours over 15 years of employment.

ARTICLE XVII. HOLIDAYS

17.1 There will be twelve (12) holidays for all employees per calendar year.

17.2 Employees assigned by the EMPLOYER to work on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day or Christmas Day, shall receive an additional one-half (1/2) hour holiday credit for each hour worked on those days. Employee to be paid for an entire shift if any portion of a shift is worked on a holiday.

ARTICLE XVIII. LEAVES OF ABSENCE

Employees subpoenaed as witnesses or called and selected for Jury Duty shall receive their regular compensation and other employment benefits, less the amount received by them as Jurors or Witnesses fees.

ARTICLE XIX. SICK LEAVE AND SEVERANCE

19.1 Sick leave shall be earned by each regular employee at the rate of eight (8) hours per month to a maximum accumulation of one thousand two hundred (1,200) hours.

19.2 After five (5) years of continuous employment, an employee who is retired under the Retirement Ordinance or is laid off shall be entitled to severance pay. The amount of severance pay shall be computed at the employee's regular rate of pay at the time of severance, an amount equal to:

15% of the accumulated sick leave if the accumulated sick leave is between 0-399 hours

30% of the accumulated sick leave if the accumulated sick leave is between 400-699 hours

50% of the accumulated sick leave if the accumulated sick leave is between 700-899 hours

65% of the accumulated sick leave if the accumulated sick leave is over 900 hours.

Employees discharged for just cause or those who voluntarily terminate their employment will receive no severance pay.

ARTICLE XX. COMPENSATORY TIME

On January 1 of each year employees shall be credited with thirty-two hours (32) of compensatory time. Any time not used by December 31 shall be forfeited.

ARTICLE XXI. OVERTIME / FLEXTIME

EMPLOYEES will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift, except when, at the EMPLOYEE'S request, the EMPLOYER agrees to allow the EMPLOYEE to flex their schedule. The flex time shall be earned at one and one-half (1½) times and must be used within 60 days of its accrual by end of calendar year. The use of flex time must be approved by the EMPLOYER in advance of its use. Changes of shifts do not qualify an EMPLOYEE for overtime under this ARTICLE.

ARTICLE XXII. COURT TIME

An employee who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.

ARTICLE XXIII. CALL BACK TIME

An employee who is called to duty during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE XXIV. STANDBY PAY

EMPLOYEES required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hours' pay for each hour on standby.

ARTICLE XXV. POST LICENSE

The EMPLOYER agrees to pay P.O.S.T. licensure fees.

ARTICLE XXVI. DEFERRED COMPENSATION

The EMPLOYER agrees to match up to \$115.00 per pay period for Deferred Compensation.

ARTICLE XXVII. POST RETIREMENT HEALTH CARE

The City of North St. Paul is enrolled in a Post Retirement Health Care Savings Plan (HCSP) through which public employers and employees may save to cover post-retirement health care costs. Changes

to the plans are allowed based on HCSP guidelines. Plan decisions are made outside the terms of this agreement.

ARTICLE XXVIII. WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of the AGREEMENT, are hereby superseded.

The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in the AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in the AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or Executed.

ARTICLE XXIX. DURATION

The AGREEMENT shall be effective as of January 1, 201~~9~~⁷, shall remain in full force and effect until December 31, 20~~21~~¹⁸. In witness whereof, the parties hereto have executed this AGREEMENT.

The City reserves the right to add, change, modify or delete any and all proposals during the course of negotiations.

FOR THE CITY OF NORTH ST. PAUL

Terrence Furlong~~Michael R. Kuehn~~, Mayor

Signature Date~~Signature Date~~

Scott Duddeck~~Jason Ziemer~~, City Manager
~~Date~~

Signature Date~~Signature~~

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Jim Roberts, LELS Business Agent

Signature Date

~~Todd Hanson, Union Steward~~

~~Signature Date~~

Bryan Bomstad, Union Steward

Signature Date

APPENDIX A CLASSIFICATION AND WAGES

Listed below are job grades for members in the unit:

<u>Title</u>	<u>Job Grade</u>
<u>Police Sergeant</u>	<u>14</u>

Wages:

Employees will be eligible to receive annual step wage adjustments, beginning with Step 1 up to Step 6. Step increases will occur on the 1st of the year. Employees hired after March 2019, will receive step increases on the anniversary of their hire date. ~~No employee will be placed in a step less than their 2018 wage.~~

2019

<u>6-Step Plan</u>						
<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>14</u>	<u>\$37.32</u>	<u>\$39.02</u>	<u>\$40.80</u>	<u>\$42.66</u>	<u>\$44.61</u>	<u>\$46.64</u>

2020 (2.5% increase from 2019)

<u>6-Step Plan</u>						
<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>14</u>	<u>\$38.25</u>	<u>\$40.00</u>	<u>\$41.82</u>	<u>\$43.73</u>	<u>\$45.73</u>	<u>\$47.81</u>

2021 (2.5% increase from 2020)

<u>6-Step Plan</u>						
<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>14</u>	<u>\$39.21</u>	<u>\$41.00</u>	<u>\$42.87</u>	<u>\$44.82</u>	<u>\$46.87</u>	<u>\$49.01</u>

For 2019, Employees will be placed in the step nearest to their current wage, but in no instance will an Employee make less than their 2018 wage. Employees that receive less than 2.5% increase will receive a lump sum payment.

<u>Employee Name</u>	<u>Title</u>	<u>Initial Step</u>
<u>BOMSTAD, BRYAN G</u>	<u>Police Sergeant</u>	<u>6</u>
<u>BARNES, JESSE A</u>	<u>Police Sergeant</u>	<u>5</u>

Longevity: Sergeants will be eligible for a longevity step at 10 years of Service with the City of North St. Paul Police Department, (of which at least 5 years must have been in the role of sergeant) that is 2.5% greater than the proceeding step.

Effective January 1, 2017 (2.5% increase over 2016)

Entry pay: ~~\$43.040~~ per hour

Start of 3rd year: ~~\$43.911~~ per hour

Start of 5th year: ~~\$44.967~~ per hour

Start of 7th year: ~~\$46.094~~ per hour

Effective January 1, 2018 (2.50% increase over 2017)

Entry pay: ~~\$44.116~~ per hour

Start of 3rd year: ~~\$45.008~~ per hour

Start of 5th year: ~~\$46.091~~ per hour

Start of 7th year: ~~\$47.246~~ per hour

Employees classified or assigned by the EMPLOYER to the following job classifications or positions will receive ~~two hundred one hundred seventy-five~~ dollars (\$~~200.00175.00~~) per month or ~~two one~~ hundred seventy-five dollars (\$~~200.00175.00~~) pro-rated for less than a full month in addition to the regular wage rate:

INVESTIGATOR

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF ADMINISTRATION

Agenda placement: Consent Agenda

Subject: Non-Union Employee COLA & Wage Adjustments

To: Honorable Mayor and City Council

Background/Facts:

To be consistent with offering the same wage adjustments and COLA increase the City held off proposing changes for non-union employees until the majority of the collective bargaining agreements were agreed upon. For 2019, the City is proposing the following for non-union employees:

- Employees to be placed into their job classification step consistent with City's wage classification grid for 2019.
- A 2.5% COLA for 2020 and 2021.
- Vacation Accrual: Modify the maximum accumulation of vacation hours for employees with 11-14 years of employment from 160 hours to 200 hours.
- Such adjustments are provided to full-time, three-quarter time and permanent part-time employees, but exclude temporary and seasonal employees.

The proposed adjustment is consistent with what the City has agreed upon in the 2019-2021 collective bargaining agreements for unionized City Staff. The wages for the City Manager are based on an employment agreement with the City, and is excluded from the 2.5% COLA and step placement.

Recommendation: It is recommended the City Council approve non-union employees be placed into their job classification step consistent with City's wage classification grid for 2019, modification of vacation accrual hours and a 2.5% COLA wage increase for non-union employees for 2020 and 2021.

Attachments:

Resolution approving 2019 step placement, vacation accrual modification and COLA for 2020 and 2021.

Respectfully submitted,

/s/ DG by mm

Debra Gustafson
Administrative and Community Services Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL
RESOLUTION NO. 2019-XXX

Consent Agenda

**RESOLUTION INCREASING EMPLOYEE
WAGES FOR ALL CURRENT
NON-UNION EMPLOYEES
OF THE CITY OF NORTH ST. PAUL**

WHEREAS, to be consistent with what the City of North St. Paul (City) has agreed upon in the 2019-2021 collective bargaining agreements for unionized city staff, the City is providing non-union employees with the same wage increases; and

WHEREAS, Employees to be placed into their job classification step consistent with City's wage classification grid for 2019 and will receive a 2.5% COLA for 2020 and 2021; and

WHEREAS, Vacation Accrual will be modified: the maximum accumulation of vacation hours for employees with 11-14 years of employment will be increased from 160 hours to 200 hours; and

WHEREAS, such adjustments are provided to full-time, three-quarter time and permanent part-time non-union employees, but exclude temporary and seasonal employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, all current non-union employees to be placed into their job classification step consistent with City's wage classification grid for 2019 and shall receive a 2.5% COLA for 2020 and 2019.

BE IT FURTHER RESOLVED, the employer shall modify the vacation accrual hours for employees with 11-14 years of employment from 160 hours to 200 hours.

ADOPTED this 21st day of May, 2019.

Motion by Council Member xxx
Second by Council Member xxx

Voting: Aye: Council Member Thorsen
 Council Member Petersen
 Council Member Walczak
 Council Member Sonnek
 Mayor Furlong
 Nay: None
 Abstain: None
 Absent: None

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
May 21, 2019

FROM THE OFFICE OF THE PUBLIC WORKS DEPARTMENT

Agenda placement: City Business

Subject: Agreement for professional services with Rainbow Tree Company for the treatment of Emerald Ash Borer.

To: Honorable Mayor and City Council

Background/Facts:

- Emerald Ash Borer has been detected in the City of North St Paul.
- The City Forester will assess high value Public trees and treat only those trees.
- The City Forester plans on treating a very small percentage of the City's ash trees.
- Factors in assessment include canopy retention, age, condition and location.
- Removal will remain the primary means of addressing EAB
- Staff recommends the City enter into an agreement with Rainbow Tree Company for the treatment of ash trees along the public rights of way and in the parks of the City of North St Paul.
- This agreement will also allow residents to have a discounted pricing for the treatment of private trees under this contract.

Recommendation: It is recommended the City Council authorize the execution of the agreement with Rainbow Tree Company for the treatment of Emerald Ash Borer.

Attachments:

Agreement with Rainbow Tree Company
Pricing attachment

Respectfully submitted,

/s/ NF by mm

Nick Fleischhacker
Public Works Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made effective _____ 2019 ("Effective Date") by and between the City of North St. Paul, 2400 Margaret St N, North St Paul, MN 55109 (the "City") and Rainbow Tree Company (the "Contractor") whose business address is 11571 K-Tel Drive Minnetonka, MN 55343.

PRELIMINARY STATEMENT

The purpose of this agreement is to set forth terms and conditions for the provision of certain professional tree care services by the Contractor to residents and property owners within the City, and to the City.

The City and the Contractor agree as follows:

1. **Contractor's Services.** The Contractor agrees to provide professional tree care services as described in Attachments A—E ("the Work"). If there is any conflict between the language of this document and the language of Attachment A, the language of this document prevails.
2. **Project Manager and Staffing.** The Contractor has designated Jeff Hafner to be the project superintendent for the Work. This person may be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms of this Agreement. The Contractor may not remove or replace the designated project superintendent without the City's prior approval.
3. **Time for Performance of Services.** The Contractor must perform the Work within the timeframe set forth in Attachment A. If Contractor is delayed in performance due to any cause beyond its reasonable control, such as strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance will be extended by the period of time lost by reason of the delay.
4. **Compensation for Services.** Contractor shall be paid for the Work in the manner described in Attachment B. A change in the Work that may increase the compensation due to Contractor will not be effective unless the City has given prior written approval.
5. **Method of Payment.** The Contractor must submit an itemized invoice for Work provided to the owner of the property on which the services are provided. Invoices submitted for Work provided to the City will be paid in the same manner as other invoices submitted to the City. The Contractor must verify all statements submitted to the City for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391.
6. **Audit Disclosure.** The Contractor must allow the City or its duly authorized agents reasonable access to the Contractor's books and records that are pertinent to all Work

provided to the City under this Agreement, including books and records of any approved subcontractors, for six years after the effective date of this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Contractor and its subcontractors under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval.

7. **Data Privacy and Security.** The Contractor will take all reasonable and prudent measures to ensure the security of all data that it handles in connection with the Work. The Contractor agrees to comply with the applicable provisions of the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.
8. **Document Ownership.** All finished or unfinished documents, data, and reports prepared by the Contractor related to Work for the City will become the property of the City upon termination of this Agreement, but Contractor may retain copies of such documents as records of the Work provided. Except to the extent that Minnesota Statutes Chapter 466 limits the City's liability, the City agrees to defend and indemnify the Contractor for any claims or losses resulting from the City's use of such documents not contemplated by the parties at the time of the preparation.
9. **Term.** The term of this Agreement is from the Effective Date through October 30, 2019, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as stated in this Agreement.
10. **Termination.** This Agreement may be terminated by either party by thirty days advance written notice delivered to the other party at the address written above. Upon termination under this provision if there is no fault of the Contractor, the Contractor will be paid for Work rendered and reimbursable expenses hereunder until the effective date of termination. If however, the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment will be made to the Contractor, and the City may retain another Contractor to undertake or complete the Work.
11. **Subcontractor.** The Contractor may not enter into subcontracts for Work provided in this Agreement without the express prior written consent of the City. The Contractor agrees to pay any subcontractor within ten days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1.5% 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 or more is \$10. For any unpaid balance of less than \$100, the Contractor must 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. This paragraph is inserted in this Agreement pursuant to Minn. Stat. §471.425, Subd. 4a.

12. **Independent Contractor.** At all times and for all purposes under this Agreement, the Contractor is an independent contractor and not an employee of the City. No statement in this Agreement may be construed to find the Contractor an employee of the City. Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
13. **Assignment.** Neither party may assign this Agreement without the written consent of the other party.
14. **Services not Provided For.** No claim for services furnished by the Contractor not specifically provided for in this Agreement will be honored by the City or its residents.
15. **Severability.** The provisions of this Agreement are severable. If any portion is held by a court of competent jurisdiction to be contrary to law, that decision will not affect the remaining provisions of the Agreement.
16. **Entire Agreement.** The entire agreement of the parties is contained in this Agreement. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement as well as any previous agreements presently in effect between the parties relating to the same subject matter. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and signed by the parties, unless otherwise provided in this Agreement. The residents and property owners of the City of North St. Paul who are provided Work under the terms of this Agreement are third party beneficiaries and shall have all of the rights afforded to the City hereunder related to such Work.
17. **Compliance with Laws and Regulations.** In providing services under this Agreement, the Contractor must abide by all statutes, ordinances, rules, and regulations pertaining to the

provision of services to be provided. Any violation constitutes a material breach of this Agreement and entitles the City to immediately terminate this Agreement.

18. **Equal Opportunity.** The Contractor agrees during the life of this contract not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, or age. This contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or subsequent violation of the terms and conditions of this paragraph. The Contractor must post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor must incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
19. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
20. **Indemnification.** Contractor agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, or subcontractors in the performance of the Work and against all losses by reason of the failure of the Contractor fully to perform, in any respect, all obligations under this Agreement.
21. **Insurance.** During the term of this Agreement, Contractor must maintain the following insurance and furnish a certificate of insurance. The certificate must specifically state and verify that the Contractor has the required insurance coverage:
 1. Worker's Compensation Insurance
 - a. Statutory Compensation Coverage
 - b. Coverage B - Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident
 2. Automobile Liability Insurance
 - a. Minimum Limits of Liability:
 - \$1,000,000 - Per Occurrence- Bodily Injury and Property Damage Combined Single Limit.

- b. Coverages:
 - ☒ Owned Automobile
 - ☒ Non-owned Automobile
 - ☒ Hired Automobile
- 3. General Liability Insurance
 - a. Minimum Limits of Liability:
 - \$1,000,000 - Per Occurrence
 - \$2,000,000 - Annual Aggregate
 - \$2,000,000 - Annual Aggregate applying to Products/Completed Operations
 - b. Coverages:
 - ☒ Premises and Operations Bodily Injury and Property Damage
 - ☒ Personal & Advertising Injury
 - ☒ Blanket Contractual
 - ☒ Products and Completed Operations
 - ☒ Other; if applicable, please list: _____
 - ☒ City of North St. Paul is named as Additional Insured

The Contractor must obtain insurance policy(ies) from insurance companies having an "AM Best" rating of A-(minus), Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

The Contractor and authorized insurance representatives must maintain coverage in these amounts during the term of the contract and notify the City thirty (30) days before the required insurance is cancelled or changed.

The insurance policies must name the City as an additional insured for the services provided under this Agreement and must provide that the Contractor's coverage will be the primary coverage in the event of a loss. A certificate of insurance on the City's approved form that verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun. Any policy deductibles or retention shall be the responsibility of the Contractor. No deductible greater than \$50,000 is allowed on any required insurance policy without prior approval of the City's attorney.

- 21. **Governing Law.** This Agreement will be controlled by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement or its breach, must be with the appropriate state court with competent jurisdiction in Ramsey County.
- 22. **Disputes.** In an effort to resolve any conflicts that arise during or following the completion of the Work described in this Agreement, the dispute will first be submitted to non-binding

mediation unless the parties mutually agree otherwise. The cost of mediation will be shared equally by the parties.

23. **Standard of Care.** The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services under the Contract Documents as is ordinarily possessed and exercised by members of Contractor profession practicing under similar conditions. The City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

23. **Attachments**

- A. Scope of Services
- B. Ash Tree Injection Price Quote Form for City Property
- C. Ash Tree Injection Price Quote Form for Private Property
- D. Additional Qualifications
- E. EAB Treatment Guarantee

SIGNATURES

City of North St. Paul:
2400 Margaret St N
North St. Paul, MN 55109

By _____
(NAME/TITLE)

By _____
(NAME/TITLE)

Rainbow Treecare:
11571 K-Tel Drive
Minnetonka, MN 55343

By: _____

Name: _____

Title: _____

Attachment A—Scope of Services

Rainbow Treecare Ash Tree Injection Services to the City of North St. Paul

Project Understanding

The Emerald Ash Borer (EAB) threatens the lives of the thousands of ash trees located in the City of North St. Paul (the “City”).

As North St. Paul continues to prepare for this devastating infestation and infection, the City has agreed to enter a contract with Rainbow Tree Company (“Rainbow Treecare”) to provide tree injection services for ash trees (“ash injections” or the “Work”) within two separate areas: City-owned property and private property as specified herein (the “Project”).

Project Goals

- Protect ash trees from emerald ash borer infestation on City-owned properties, including parks. Treatments of City-owned trees will begin after City staff makes the decision to begin treatments.
- Provide a bulk discount program to all private property owners within the City of North St. Paul consistent with Attachment C to encourage residents to proactively inject their ash trees growing in order to help preserve the City’s tree canopy and the accompanying economic and environmental benefits.

Project Areas

Area 1- City property

Ash trees on City property identified by the City as trees to receive injection treatments will begin after staff has made the decision to proceed with such Work. Unless City staff directs otherwise, all ash injections must be completed between June 1st and September 30th of each year, or before fall leaf color, whichever occurs sooner.

Area 2 – Private property

Homeowners will contact Rainbow Treecare directly to initiate an inspection, receive a quote and provide permission to perform the Work. Rainbow Treecare will inspect the ash trees on private property and determine whether they are appropriate for treatment and all invoices will be submitted directly to the homeowner, and the City shall have no liability for or involvement in the provision of such Work. All ash injections must be completed between June 1st and September 30th of each year or before fall leaf color, whichever occurs sooner.

Project Period and Completion Dates

The tree injection period will run from approximately June 1st—September 30th of each year. Rainbow Treecare may reserve the right to group tree injections based on geographic proximity within the injection period in order to achieve the efficiency needed to provide a discounted rate. Injections will occur on trees that have fully expanded leaves and have not reached fall senescence (fall leaf color). The city forester or person designated by the City Manager reserves the right to extend or limit the time period based on seasonal conditions.

Rainbow Treecare Qualifications

Founded in 1976, Rainbow Treecare (RTC) has built a reputation on a solid commitment to the science of tree care and is uniquely positioned to offer the most comprehensive ash and elm protection services in the state. A pioneer of Dutch elm disease protection since 1976 and emerald ash borer protection since 2004, RTC has been working on a national level to develop cost-effective management solutions for EAB. RTC currently has more than 25,000 ash trees under protection with numerous government and public agency clients.

With the most International Society of Arboriculture (ISA) Certified Arborists, Board-Certified Master Arborists, and members of the American Society of Consulting Arborists in Minnesota, no other company can offer the depth of skill, experience, and knowledge of tree pest and pathogen issues.

Full-time GIS/GPS staff is available to manage tree inventory data and develop interactive maps of public and private trees, and our in-house art and marketing department can produce materials that widely and effectively communicate the Project details and assist with homeowner enrollment and involvement.

Indemnification

Rainbow Treecare shall indemnify and hold harmless the City and its employees, and its residents and property owners from and against all claims, damages, losses and expenses including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

- (a) Attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property including the loss of use resulting there from, and
- (b) Caused in whole or in part by any negligent or wrongful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them for whose acts any of them may be liable.

The Project Team

Contract Supervisor: Jeff Hafner, Certified Arborist (WE 6506-A) will act as the Contract Supervisor for this Project. Mr. Hafner, Rainbow Treecare Director of Municipal Consulting, has an Associate's Degree in Commercial Horticulture and over 20 years of experience in the horticulture industry. As a dedicated full-time employee focused on municipal and governmental forestry, Mr. Hafner is available to quickly respond to any issues that might arise throughout the contract period.

Field Inspectors: Private property tree inspections will be primarily performed by:

Charles Kastern, Certified Arborist (#WI-0954A). Mr. Kastern obtained a B.S. in Urban Forestry from the University of Wisconsin Stevens Point.

Technicians: All treatment technicians for this Project will be drawn from the production staff at RTC and will serve the citizens of North St. Paul with a commitment to the highest level of customer service during the protection of trees located within the City.

Equipment and Treatment Specifications

Upon request, Rainbow Treecare will demonstrate proficiency with the injection equipment and knowledge of the products used to prevent EAB.

Safety Standards: Rainbow Treecare will use work methods, safety procedures and personal protective equipment conforming to all ANSI and OSHA standards in performing the work under this contract and will supply any Material Safety Data Sheets (MSDS) to the City upon request.

Formulation Rates: It is the responsibility of Rainbow Treecare to follow all insecticide instructions. Any alterations in the formulations or equipment must be approved in advance by the city forester or person designated by the City Manager. In order to remain responsive to emerging research, the City reserves the right to request a change in formulation rates or application methods for the duration of the contract. Any such change and additional costs incurred would be agreed to in written correspondence between the Rainbow Treecare and the City.

Ash Tree Injection

- 1) All injections of ash trees must be with a liquid formulation of 4% Emamectin benzoate every two years. No substitutions of the formulations shall be allowed.
- 2) Rainbow Treecare shall inject Emamectin benzoate at the rates specified in Attachments B and C. Determination of dosage shall be on the inches of diameter at breast height (DBH) within specific diameters listed in Attachment B and C.

3) Injections must be made at the root flare to ensure the best distribution of the insecticide throughout the tree.

Equipment: Rainbow Treecare will provide all necessary equipment to complete the Work under these specifications:

- 1) Equipment will remain in proper operating condition throughout the term of the Agreement and RTC is responsible for cleaning and providing upkeep to the injection system on a daily basis. Any maintenance issues or repairs are the sole responsibility of Rainbow Treecare.
- 2) Treatment technicians will use a high-helix drill bit and must replace the drill bits after every 100 DBH inches to maintain high efficiency. Drilled holes must be the size recommended by the injection equipment manufacturer.
- 3) Injection holes on ash must be drilled to a depth of approximately 1 inch below the bark to maximize delivery of Emamectin benzoate into ash trees.
- 4) Emamectin benzoate will be injected into ash trees using current industry standard injection systems that have efficacy data that supports their use, and follow all manufacturers' specifications.
- 5) All injected trees must be tagged with the year of injection clearly indicated on the tag. Rainbow Treecare shall provide tags for all injected trees. The tags must be of a design and type that can persist on the tree for at least 3 years.

Guarantees and Warranties

Rainbow Treecare guarantees public and private ash trees in good condition that are treated by our technicians with a 4% liquid formulation of Emamectin Benzoate will not die from an emerald ash borer infestation for two years after the treatment date. This fully transferable money back guarantee refunds the cost of the most recent treatment for any treated trees that die due to an EAB infestation within two years of treatment date. Our arborists and technicians will evaluate each ash tree prior to injection and coordinate inspections with City staff to make sure protection is warranted. Rainbow Treecare reserves the right to treat private property ash trees in poor condition without the warranty.

A full written description of Rainbow Treecare's guaranties and warranties, including all criteria and eligibility, can be found in Attachment E. This warranty applies to all healthy ash trees treated within the City, regardless of ownership (public or private).

Property Access and Notification

Rainbow Treecare shall not enter private property without having previously obtained permission from the property owner. If Rainbow Treecare personnel desire to enter private property to access trees on a City owned property, it is their responsibility to notify the underlying property owner by knocking on the door at the time of the site visit or making a phone call ahead of time. Every attempt shall be made to contact the City forester to notify of the intent on accessing a City owned site through private property.

Contract Supervision and Form of Order to Proceed

The City shall refer residents interested in private property tree injections throughout the treatment period of June-September of each year in a format mutually agreed upon prior to the start of the Project.

Private Property Tree Inspections

Prior to recommending treatment, all proposed ash trees shall be inspected by a qualified Rainbow Treecare employee. There may be instances when a tree is not in suitable health or condition to recommend treatment. Rainbow Treecare shall have an individual experienced in communicating tree information to the general public to explain such decisions. The person assigned to inspect the trees shall be, at the very minimum, a Certified Minnesota Tree Inspector, or have a degree in forestry, or be an ISA Certified Arborist. The individual shall be qualified to diagnose emerald ash borer; and have experience evaluating tree condition. Additionally, the individual shall be able to explain the benefits and risks of all ash protection options, with regard to pollinators, water quality, human health, and tree health and condition.

Hours of Operations and Uniform

The City reserves the right to set limits on hours of operation for Work on Saturdays, Sundays and holidays. All weekend or holiday Work must be approved by the city manager ahead of time. Certified applicators and GPS staff shall wear company uniform and/or a high visibility/safety vest at all times during field operations. Every vehicle associated with the Project shall display a company logo or name.

Attachment B

Rainbow Treecare Tree Injection Services Quote to the City of North St. Paul

**Ash Tree Injection Price Quote for Emamectin benzoate - Right-of-Way
and City Parks (Area 1) over two year time period.**

Diameter (inches)	Rate (ml. product/tree)	Price per inch (DBH)	Price per tree
10	33	\$ 3.90	\$ 39.00
11	39	\$ 3.90	\$ 42.90
12	44	\$ 3.90	\$ 46.80
13	51	\$ 3.90	\$ 50.70
14	57	\$ 3.90	\$ 54.60
15	65	\$ 3.90	\$ 58.50
16	72	\$ 3.90	\$ 62.40
17	80	\$ 3.90	\$ 66.30
18	88	\$ 3.90	\$ 70.20
19	97	\$ 3.90	\$ 74.10
20	100	\$ 3.90	\$ 78.00
21	105	\$ 3.90	\$ 81.90
22	110	\$ 3.90	\$ 85.80
23	115	\$ 3.90	\$ 89.70
24	120	\$ 3.90	\$ 93.60
25	125	\$ 3.90	\$ 97.50
26	130	\$ 3.90	\$ 101.40
27	135	\$ 3.90	\$ 105.30
28	140	\$ 3.90	\$ 109.20
29	145	\$ 3.90	\$ 113.10
30	150	\$ 3.90	\$ 117.00
31	155	\$ 3.90	\$ 120.90
32	160	\$ 3.90	\$ 124.80
33	165	\$ 3.90	\$ 128.70
34	170	\$ 3.90	\$ 132.60
35	175	\$ 3.90	\$ 136.50
36	180	\$ 3.90	\$ 140.40
37	185	\$ 3.90	\$ 144.30
38	190	\$ 3.90	\$ 148.20
39	195	\$ 3.90	\$ 152.10
40	200	\$ 3.90	\$ 156.00

Name of Company:

Rainbow Treecare

Authorized
Signature:

Address:

11571 K-Tel Drive Minnetonka,

Phone:

952-252-0596

4/29/2019

Date:

Attachment C

Rainbow Treecare Tree Injection Services Quote to the City of North St. Paul

**Ash Tree Injection Price Quote for Emamectin benzoate – Private Property
(Area 2) over two year time period.**

Diameter (inches)	Rate (ml. product/tree)	Price per inch (DBH)	Price per tree
10	33	\$ 5.82	\$ 58.20
11	39	\$ 5.82	\$ 64.02
12	44	\$ 5.82	\$ 69.84
13	51	\$ 5.82	\$ 75.66
14	57	\$ 5.82	\$ 81.48
15	65	\$ 5.82	\$ 87.30
16	72	\$ 5.82	\$ 93.12
17	80	\$ 5.82	\$ 98.94
18	88	\$ 5.82	\$ 104.76
19	97	\$ 5.82	\$ 110.58
20	100	\$ 5.82	\$ 116.40
21	105	\$ 5.82	\$ 122.22
22	110	\$ 5.82	\$ 128.04
23	115	\$ 5.82	\$ 133.86
24	120	\$ 5.82	\$ 139.68
25	125	\$ 5.82	\$ 145.50
26	130	\$ 5.82	\$ 151.32
27	135	\$ 5.82	\$ 157.14
28	140	\$ 5.82	\$ 162.96
29	145	\$ 5.82	\$ 168.78
30	150	\$ 5.82	\$ 174.60
31	155	\$ 5.82	\$ 180.42
32	160	\$ 5.82	\$ 186.24
33	165	\$ 5.82	\$ 192.06
34	170	\$ 5.82	\$ 197.88
35	175	\$ 5.82	\$ 203.70
36	180	\$ 5.82	\$ 209.52
37	185	\$ 5.82	\$ 215.34
38	190	\$ 5.82	\$ 221.16
39	195	\$ 5.82	\$ 226.98
40	200	\$ 5.82	\$ 232.80

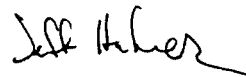
Name of Company:

Rainbow Treecare

Authorized
Signature:

Address:

11571 K-Tel Drive Minnetonka,



Phone:

952-252-0596

4/29/2019

Date:

Attachment D—Additional Qualifications

1. **Proposer name and contact information.** Rainbow Treecare
2. **List number of years in business.** 43
3. **List number of years of experience the company has in performing plant health care or injection treatments for local units of government or other public agencies.** 40+
4. **List of References/Communities.**

Community Name	Contact Name	Phone Number	Last Work Date
City of Burnsville	Dave Grommesch	952-895-4508	2018
City of Lakeville	Emily Ball	952-985-2791	2018
City of Chanhassen	Jill Sinclair	952-227-1133	2018
City of Brooklyn Park	Mark Anderson	763-493-8126	2018
City of Roseville	Anita Twaroski	651-792-7142	2018
City of Minnetonka	Hannibal Hayes	952-988-8436	2018
City of Maple Grove	Kelly Matzke	763-494-6365	2018
City of Oakdale	Loren Coda	651-501-5302	2018
City of Champlin	Charlie Lehn	763-923-7163	2018
City of Hastings	Chris Jenkins	651-480-6176	2018
City of Farmington	Tom Hoffman	651-280-6845	2018
City of Columbia Heights	Lauren McClanahan	763-706-3711	2018
City of West St. Paul	Dave Schletty	651-552-4152	2018
City of Prior Lake	Barb Thompson	952-447-9800	2018

5. **List names of person(s) who will perform field inspections for this contract (providing estimates and tree evaluations), number of years of experience, qualifications and ISA Certified Arborist number, if applicable.**

Consulting Arborist	Years of Experience	ISA Certified Arborist #
Charles Kastern	15	WI-0954A
Kyle Gillis	7	MN-4556A

6. List names of licensed Minnesota commercial pesticide applicators available for this contract and their qualifications.

Last	First	Pest #	Recert By	Categories	Last	First	Pest #	Recert By	Categories	Last	First	Pest #	Recert By	Categories
Anderle	Wilson	20194359	12/31/2019	A,E	Hagen	Donald	20196497	12/31/2019	A,E	Oberlander	Josh	20196355	12/31/2019	A,E
Anderson	Evan	20146979	12/31/2018	A,E,J	Hallada	Randilyn	20166732	12/31/2018	A,E,J	Olson	Per	20195514	12/31/2019	A,E
Anderson	Spencer	20157456	12/31/2018	A,E	Hanson	Nicholas	20196892	12/31/2019	A,E	Pahl	Samuel	20194358	12/31/2019	A,E
Anderson	Cory	20162571	12/31/2018	A,E	Henning	Kyle	20144130	12/31/2018	A,E	Paul	Austin	20192810	12/31/2019	A,E,J
Anderson	Eric	20176328	12/31/2019	A,E	Hjort	Soren	20197766	12/31/2019	A,E	Peters	Colin	20175247	12/31/2019	A,E
Anderson	Jacob	20197080	12/31/2019	A,E	Hoffman	Claire	20199260	12/31/2019	A,E	Pitterle	Tyler	20169823	12/31/2018	A,E
Berg	Jared	20196354	12/31/2019	A,E	Hokens	Ridge	20197041	12/31/2019	A,E	Rose	Nathan	20195118	12/31/2019	A,E
Boraas	Aaron	20195660	12/31/2019	A,E	Holmes	Carter	20183937	12/31/2018	A,E	Schoenike	Paul	20108150	12/31/2019	A,E
Brooks	Lauren	20196579	12/31/2019	A,E	Holslin	Alex	20167784	12/31/2018	A,E	Schwarzrock	Justin	20186838	12/31/2018	A,E
Buyse	Theodore	20186015	12/31/2018	A,E,J	Hughson	Brandon	20127232	12/31/2019	A,E	Seitz	Andrew	20197425	12/31/2019	A,E
Carlisle	Colby	20193177	12/31/2019	A,E	version	Connor	20186660	12/31/2018	A,E	Shokes	Davin	20130080	12/31/2019	A,E
Carlson	Jordan	20163337	12/31/2018	A,E	Janega	Jozef	20173196	12/31/2018	A,E,J	Skager	Kevin	20155857	12/31/2019	A,E
Carlson	Thomas	20166421	12/31/2018	A,E	Johnson	Courtney	20185592	12/31/2018	A,E	Soraoka	Ruth	20167779	12/31/2018	A,E
Carman	Samuel	20187229	12/31/2018	A,E	Kan	Lydia	20184052	12/31/2018	A,E,J	Spaude	Jacob	20195956	12/31/2019	A,E
Clay	Kevin	20144803	12/31/2018	A,E	Karst	Matthew	20178390	12/31/2019	A,E	Stein	Andrew	20144222	12/31/2018	A,E
Connelly	Joseph	20166731	12/31/2018	A,E,J	Kenney	Joshua	20194361	12/31/2019	A,E	Stewart	Danielle	20171848	12/31/2019	A,E
Cooper	Brent	20163339	12/31/2018	A,E	Knight	Joseph	20196696	12/31/2019	A,E	Stewart	Zachary	20173235	12/31/2019	A,E
Cornwell	Ashley	20199261	12/31/2019	A,E	Kuefler	Erka	20194357	12/31/2019	A,E	Stokes	Robert	20196706	12/31/2019	A,E
Court	Mathew	20194212	12/31/2019	A,E	LaCroix	Angela	20198665	12/31/2019	A,E	Thilmony	Blake	20187020	12/31/2018	A,E,J
Cyboran	Chad	20171846	12/31/2019	A,E,J	Lang	Tyler	20195817	12/31/2019	A,E,J	Trifiletti	Brandon	20195929	12/31/2019	A,E
Daly	Peter	20196019	12/31/2019	A,E	Laphere	Steven	20194362	12/31/2019	A,E	Trongard	Ross	20176332	12/31/2019	A,E
Dart	Charles	20173029	12/31/2019	A,E,P	Lefebvre	Louis	20196690	12/31/2019	A,E	Vane	Peyton	20173236	12/31/2019	A,E
Dick	Joe	20173514	12/31/2019	A,E,J	Leininger	Mercedes	20196564	12/31/2019	A,E	Vang	Teng	20183684	12/31/2018	A,E
Drangstve	Jason	20194363	12/31/2019	A,E	Maiers	John	20186980	12/31/2019	A,E	Welberg	Nathan	20194215	12/31/2019	A,E,J
Dudley	Kevan	20187087	12/31/2018	A,E	McAlister	Breana	20183285	12/31/2018	A,E	Wilkinson	Mitchell	20199538	12/31/2019	A,E,J
Ekstrom	Andrew	20185536	12/31/2018	A,E	McCollins	Thomas	20196617	12/31/2019	A,E	Wischmann	Cole	20193748	12/31/2019	A,E
Eller	Robert	20172612	12/31/2019	A,E	McCord	Katherine	20193943	12/31/2019	A,E	Wright	Joseph	20189049	12/31/2018	A,E
Folkards	Luke	20176321	12/31/2019	A,E	Miller	Brandon	20108443	12/31/2019	A,E	Yang	Kia	20155088	12/31/2019	A,E
Foster	Franklin	20168423	12/31/2018	A,E	Mueller	Blake	20195989	12/31/2019	A,E	Young	Jack	20194329	12/31/2019	A,E
Full	Wesley	20165843	12/31/2018	A,E	Mueller	Madeline	20199022	12/31/2019	A,E	Zera	RJ	20197739	12/31/2019	A,E
Fuller	Marcus	20114810	12/31/2018	A,E	Narveson	Kyle	20144133	12/31/2018	A,E,J	Miller	Dylan	20193751	12/31/2019	A,E
Garvey	Colin	20196691	12/31/2019	A,E	Nelson	Nathaniel	20195659	12/31/2019	A,E	Chapman	Alexande	20196563	12/31/2019	A,E
Gauthier	Mitchael	20190053	12/31/2019	A,L,P	Newkirk	Samuel	20194326	12/31/2019	A,E	Hendrycks	Jay	20197940	12/31/2019	A,E
Gillis	Kyle	20154564	12/31/2019	A,E	Nielsen	Matthew	20184946	12/31/2018	A,E					
Grohs	Kevin	20189050	12/31/2018	A,E,J	Nuthals	Brittney	20196018	12/31/2019	A,E					

7. Describe the training protocol for applicators including length of time spent training, content, and methods you employ to ensure uniform, consistent tree protection results.

Rainbow Onboarding and Orientation Training (ROOTS)
Plant Health Care Technicians Outline

Day 1 (PHC Basics/Spray Applications/Protocols)

TIME	LENGTH	TOPICS	INSTRUCTOR	FORMAT
7:30-8:20	50m	• Tree ID	Kent Honl	Needed
8:20-8:40	20m	• Common Tree and Shrub Diseases found in Minnesota	Kent Honl In training CA folder	PPT/discussion/ test
8:40 – 9:00	20m	• Common Insect Pests Found on Trees and Shrubs in Minnesota.	Kent Honl In training CA folder	PPT/discussion/ test
9:00 – 9:20	20m	• Tree Nutrition	Kent Honl In training CA folder	PPT/discussion/ test

9:20 – 9:40	20m	Treecare Division Expectations and General Protocols.	Mason	PPT/Discussion
9:40 – 9:55	15m	BREAK		
9:55 – 10:15	20m	- Work Order Training - Daily Production Report Training	Christina	
10:15 – 11:10	55m	Rainbow Treecare PHC Products, Formulations, Filling and Mixing	Cooper/ Nenning	PPT/Discussion
11:10 – 11:50	40m	Lunch		
11:50-1:20	90m	All Station 1 Chemical and tool Storage, PPE, Container rinsing and disposal	Narveson/ Cooper	Field Demo/Hands on Training
1:20 – 3:45	145m	All station 2 Truck filling, Chemical mixing, Triple Rinsing	Narveson/ Galvin	Field Demo/Hands on Training
3:45 – 4:00	15m	Conclude day and preview next day	Mason	

Day 2 (PHC Basics/Spray Applications/Protocols)

TIME	LENGTH	TOPICS	INSTRUCTOR	FORMAT
7:30 – 7:45	15m	Roll call Truck assignments	Mason	Field Demo/Hands on Training
7:45 – 10:00	135m	Station 3 - sprays	Henning	
	45m	Insect Sprays(Foliar vs. Trunk and Limb)		Field Demo/Hands on Training
	30m	Fungal Sprays(conifer vs. deciduous)		Field Demo/Hands on Training
	15m	Small tree vs. Large tree		Field Demo/Hands on Training
	15m	How Much Spray is enough?		Field Demo/Hands on Training
	10m	Pressure Settings		Field Demo/Hands on training
	15m	Backpack Sprayer		Field Demo/Hands on Training
10:00–11:30	90m	Station 5 – EAB/Tree id	Mason/ Gillis	Field Demo/Hands on Training
11:30- 12:00	30m	Lunch		Field Demo/Hands on Training
12:00 – 2:15	135m	Station 4 - Soil apps	Narveson	Field Demo/Hands on Training
	30m	Rainbow Treecare Soil Application Protocols and Equipment		Field Demo/Hands on Training
	15m	Root Feeder/HTI 2000 Calibration		Field Demo/Hands on Training
	30m	Soil Applications with the HTI 2000/Soil Drench		Field Demo/Hands on Training.
	30m	Soil Applications with the Root Feeder/possible obstructions		Field Demo/Hands on Training
	10m	Pump Pressure Settings (1 or 2 applicators)		Field Demo/Hands on Training
	15m	Backpack Use		Field Demo/Hands on Training

2:15 – 3:45	90m	Station 6- Driver Training	Cooper/ Galvin/ Nordstrom	Field Demo/Hands on Training
		• Driver Test		Field Demo/Hands on Training
		• Backing Training/ Test		Field Demo/Hands on Training
3:45 – 4:00	15m	Conclude day and preview next day		Field Demo/Hands on Training

Day 3 (PHC Basics/Spray Applications/Protocols)

TIME	LENGTH	TOPICS	INSTRUCTOR	FORMAT
7:00-4:00		• Ride-a-longs; Treecare applications. First day of applications.	MTKA/ experienced applicators	Fieldwork

Day 4 (PHC Basics/Spray Applications/Protocols)

TIME	LENGTH	TOPICS	INSTRUCTOR	FORMAT
7:00-4:00		• Ride-a-longs; Treecare applications. First day of applications.	MTKA/ experienced applicators	Fieldwork

Rainbow Treecare is accredited by the Tree Care Industry Association, a designation that requires thorough annual reviews of company-wide training, safety programs, and record keeping.

8. List of equipment available for this project to inject ash trees and process for injecting trees.

Rainbow Treecare currently has over 50 Q-Connect systems in use. We manufacture the Q-Connect injection systems in our Minnetonka warehouse and additional systems can be brought into service overnight if needed.

Rainbow Treecare has a dedicated staff of municipal EAB injection technicians. EAB injection technicians (20+) track individual tree treatments using mobile tablets synced with our enterprise ArcGIS software platform. Our technician workflow tracks tree DBH updates, date, time, product used, and product volume for all ash tree injections regardless of ownership (public or private).

In 2018, Rainbow Treecare EAB technicians tracked the treatment of over 25,000 ash trees.

9. List the size of the drill bit and hole used to deliver protection. 15/64"

10. Describe how the company can assist marketing this program to property owners. Include examples of previous work and any ideas to reach out to our community. Identify if the company will pay for any mailings or marketing materials (City approved) to market the program?

Rainbow Treecare currently partners with over 20 cities throughout the Twin Cities metro and has been a national leader in communicating the impacts of EAB since 2004.

Our in-house design and marketing team partners with city communications staff to align on and amplify city messaging to residents and property owners.

An outline of our proposed outreach and education strategy is listed below.

A. Rainbow Treecare Proposed Outreach and Education to North St. Paul Homeowners

1. Types of Co-branded Deliverables, **created and printed at our expense**
 - i. EAB Flyer (example attached)
 - ii. Direct mail post card (examples attached)
 - iii. City-specific landing page (example attached)
2. Rainbow Led Marketing Tactics
 - i. E-mail to existing customers
 1. Customers treating receive pricing update
 2. Customers with known ash trees not treating receive encouraging message of new program
 3. Customers without or unknown ash tree status receive announcement of new program
3. Shared resources
 - i. Art Files
 1. Rainbow Treecare provides access to a DropBox folder with EAB photos and graphics for the City of North St. Paul to access as needed
 - ii. Social Media
 1. Rainbow Treecare follows/amplifies all City social media EAB messaging

Our intention is to create and mail a post card (at our expense) to all North St. Paul property owners (~4,800 housing units) before the end of June of each treatment year.

Our proposed timeline for post card delivery is below.

Rainbow Treecare Proposed Outreach and Education Material Production Timeline:

Task Number	Task	Anticipated Completion	Completed By
1	Schedule meeting with City of North St. Paul communications team	Within 3 weeks of signed contract date	City and RTC
2	Choose desired version of direct mail post card for 2019 outreach campaign	Within 3 weeks of signed contract date	City and RTC
3	Create EAB landing page for North St. Paul residents to sign up for appointments	Within 2 week of signed contract date	RTC
4	Create first draft direct mail post card and flyer for 2019 outreach campaign	Within 4 weeks of signed contract date	RTC
5	Review first draft of direct mail post card and flyer for 2019 outreach campaign	Within 4 weeks of signed contract date	City
6	Create final draft direct mail post card and flyer for 2019 outreach campaign	Within 4 weeks of signed contract date	RTC
7	Create mail list of property owners within the City of North St. Paul from city parcel data	Within 4 weeks of signed contract date	RTC
8	Send final approved post card to printer along with created mail list	Within 4 weeks of signed contract date	RTC

EMERALD ASH BORER PREVENTION

Injection Treatment Program



Treatment

**LOW Cost
BIG Gain!**

2 Year Protection

Treated

vs.

Removal

**HIGH Cost
BIG Loss!**

Un-treated

**CITY-WIDE RESIDENT
DISCOUNT
NOW AVAILABLE!**

Due to the discovery of emerald ash borer (EAB), the city of YOUR CITY has chosen Rainbow Treecare as their contractor to treat public ash trees. This includes trees along boulevards.

A city-wide discount is being offered to YOUR CITY homeowners through 2018 for trees on private property that are at least 10" in diameter and in good physical condition. **Rainbow Treecare** will inspect your tree(s) at no cost to you to determine if treatment is the best option.

Rainbow Treecare offers a money back guarantee for YOUR CITY residents if your tree dies from EAB while under continuous protection.

Your logo here





EAB larvae damage on ash tree.

EMERALD ASH BORER PREVENTION

Injection Treatment Program

Protecting your ash tree for **20 YEARS** is **LESS** than the cost to remove it



Benefits of the City of YOUR CITY's Ash Injection Program:

In areas with high EAB populations, trunk injections have achieved a higher success rate, and protect the tree longer than soil-applied treatments. The city-wide bulk discount provides homeowners with an affordable option for managing their ash trees for long-term protection.

We Saved This Tree!

Contact Rainbow Treecare today for the city-wide discount.

952.767.6920
www.rainbowtreecare.com/YOUR-CITY

Your logo here



Draft Direct Mail Post Card Template #2

Emerald Ash Borer Prevention

YOUR CITY's Injection Program

Citywide group discount now available!

In preparation for the inevitable arrival of emerald ash borer (EAB), the City of YOUR CITY has contracted with **Rainbow Treecare** to treat public ash trees growing along streets and in parks.

A citywide bulk discount will be offered through 2018 to YOUR CITY homeowners for trees on private property that are at least 10" in diameter and in good physical condition.



Treatment

LOW Cost **BIG** Gain!

VS.



Removal

HIGH Cost **BIG** Loss!



EAB larva damage on ash tree.

Your logo here



Protect Your Ash Trees!

Contact **Rainbow Treecare** today to take advantage of the citywide discount.

Benefits of the City of YOUR CITY's Ash Injection Program:

In areas with high EAB populations, trunk injections have achieved a higher success rate, and protect the tree longer than soil-applied treatments. The city-wide bulk discount provides homeowners with an affordable option for managing their ash trees for long-term protection.

952.767.6920 • info@rainbowtreecare.com
www.rainbowtreecare.com/YourCity

Your logo here



Draft Direct Mail Post Card Template #3



EMERALD ASH BORER PREVENTION

Injection Treatment Program

CITY-WIDE RESIDENT DISCOUNT NOW AVAILABLE!

Due to the discovery of emerald ash borer (EAB), the city of YOUR CITY has chosen Rainbow Treecare as their contractor to treat public ash trees. This includes trees along boulevards.

A city-wide discount is being offered to YOUR CITY homeowners through 2018 for trees on private property that are at least 10" in diameter and in good physical condition. **Rainbow Treecare** will inspect your tree(s) at no cost to you to determine if treatment is the best option.

Rainbow Treecare offers a money back guarantee for YOUR CITY residents if your tree dies from EAB while under continuous protection.

EAB larvae damage on ash tree.



LOW Cost
BIG Gain!

VS.

Removal
HIGH Cost
BIG Loss!

Your logo here



EMERALD ASH BORER PREVENTION

INJECTION TREATMENT PROGRAM

Protecting your ash tree for **20 YEARS** is **LESS** than the cost to remove it

Benefits of the City of YOUR CITY's Ash Injection Program:

In areas with high EAB populations, trunk injections have achieved a higher success rate, and protect the tree longer than soil-applied treatments. The city-wide bulk discount provides homeowners with an affordable option for managing their ash trees for long-term protection.

Contact **Rainbow Treecare** today for the city-wide discount.

952.555.5555
www.rainbowtreecare.com/YOUR-CITY



We Saved This Tree!

Your logo here



Draft City EAB Flyer Template



EMERALD ASH BORER



What is Emerald Ash Borer?
The **Emerald Ash Borer (EAB)** is an invasive beetle from Asia. It was first discovered in the United States during the summer of 2002 near Detroit, Michigan. EAB has quickly become one of the most destructive and costly forest insects in urban forest history.

EAB larvae feed on the inner bark of ash trees which disrupts the tree's ability to transport water and nutrients. Once an ash tree is infested, it has almost zero chance of survival. The only way to protect your tree is with treatment.

EAB populations can grow exponentially each year because the beetle has few natural predators, and our ash trees have limited natural defenses. When EAB is not managed, annual ash tree deaths can quickly overwhelm the resources required to remove dead and dying trees.



Is EAB in My City?
EAB was confirmed in [City Name] in [Year]. Like most Minnesota cities, [City Name] has an abundance of ash trees growing on public and private property. A 2010 DNR survey found more than [Percentage] of ash trees in [City Name] are infested.

What are My Choices if I have an Ash Tree?
If you have an ash tree, now is the time to decide what to do. Ash trees can be protected or removed. In encouraging residents to treat large, well-placed, healthy private ash trees as part of an EAB treatment program.

Considerations for Treatment:

- Tree size greater than 10" in diameter.
- Tree is not competing with other trees or infrastructure.
- Tree shows no more than 30% of canopy decline if infestation is suspected.

Treating an ash tree is more cost effective than removal and replacement, plus maintains the tree benefits and value of a mature tree to your property!



Treatment
LOW Cost
BIG Gain!

VS.



Removal
HIGH Cost
BIG Loss!

Protecting your ash trees program saves the average [Amount] in removal and [Amount] in replacement.



What are the Benefits of my Ash Tree?
The environmental and economic value of trees is well documented. Mature ash trees provide a significant amount of valuable tree canopy in our community. For example, an average ash tree in [City Name] will:

- Reduce storm flooding & keep pollution from rivers and lakes.
- Reduce CO2 in the atmosphere by 600 lbs every year.
- Produce the cooling effect of ten room-size air conditioners operating twenty hours a day.




What are the Advantages of [City's] Program?

- The city has ensured that Rainbow Treecare meets the high standards required for a contractor.
- Rainbow Treecare has fulfilled the city's requirements on staff training, years of experience, and number of licensed applicators on staff.
- You can sign up for an inspection with Rainbow Treecare any time of year.
- You will receive a property visit and consultation with an ISA certified arborist or a certified tree inspector.
- Ash tree protection is offered at a discounted rate as part of this city partnership.
- Our entire community benefits from the mature canopy preserved through city and homeowner participation.



To learn more about [City's] Emerald Ash Borer Management Program, visit www.citywebsite.gov/ebm



Contact Rainbow Treecare to take advantage of [City's] resident discount
952-767-6920 | info@rainbowtreecare.com | www.rainbowtreecare.com/contact

Example City Landing Page



952-922-3810 | Tree Services | Commercial | Municipal | Tree Info | Our Experts

Home / St. Louis Park

St. Louis Park Discount Program for Emerald Ash Borer Prevention



Emerald Ash Borer has been confirmed near St. Louis Park in the bordering cities of Minneapolis (2010), Plymouth (2015), and Edina (2018). Like most Minnesota cities, St. Louis Park has an abundance of ash trees growing on public and private property. As a result, the city has partnered with Rainbow Treecare to treat public ash trees in parks and boulevards. This partnership also offers a city-wide discount through 2018 for any privately owned trees in St. Louis Park.

Contact the Experts

You can protect your ash tree for 20 years for less than the cost to remove and replace it.



Treatment
LOW Cost
BIG Gain!

VS.



Removal
HIGH Cost
BIG Loss!

What are My Choices if I have an Ash Tree?
If you have an ash tree, now is the time to decide what to do. Ash trees can either be protected or removed. St. Louis Park is encouraging residents to treat large, well-placed, healthy private ash trees as part of an EAB treatment program.



Considerations for Treatment:



Schedule your FREE consultation!

Name*

Email*

Phone*

Street Address*

Zip Code*

I would like to talk about:

- ☐ Pruning / Trimming
- ☐ Tree / Stump Removal
- ☐ Tree Health Care
- ☐ Emerald Ash Borer
- ☐ My Lawn
- ☐ Unwanted Pests

11. Describe the projected schedule of public and private ash treatments, including the estimated average number of tree injections the company would complete in one day.

- a. Public Trees—Rainbow Treecare will complete all public ash tree injections by September 30th of each treatment year
- b. Private Trees—Rainbow Treecare will complete all private ash tree injections by September 30 or fall leaf color, whichever comes first

Our 2019 ash injection capacity is over 450 trees per day

12. Describe the process by which residents would engage with the company to contract for treatment of private trees.

Homeowners can request a free private ash tree evaluation by:

- a. Calling our Customer Service Team
 - i. Our EAB hotline routes calls directly to a representative familiar with EAB municipal homeowner programs
- b. Completing a web form
 - i. Each individual City landing page includes a web form which are responded to within four business hours

Scheduling Expectations

- a. Homeowners receive a property visit within 5 business days
- b. Homeowners receive an EAB protection proposal (when appropriate) within 3 business days of the property visit
- c. EAB treatment timing depends on date of proposal acceptance

Emerald Ash Borer Protection Guarantee

Fact Sheet

Guaranteed to Prevent Death from Emerald Ash Borer Infestations

You ash tree will not die from an Emerald Ash Borer (EAB) infestation while under our guarantee. If your tree dies from an EAB infestation, you will be refunded your last EAB treatment cost for the affected tree.

Trees Will Be Attacked

Trees protected from Emerald Ash Borer infestation *will still be attacked*. It is possible that up to 20% of the tree's canopy may decline or dieback under heavy pressure.

Proven Effective

- Proven highly effective in University research to prevent death from EAB infestation.
- Soil and Trunk Injected treatments are both effective.
- Visual inspections are performed every 1-2 years.
- Important to continue treatment until beetle is no longer a threat.

Soil Applied: Xytect™ (Imidacloprid)

- Annual treatment.
- Failure to retreat annually voids guarantee.



Trunk Injected: Emamectin benzoate

- Treatment is done once every two years.
- Failure to retreat every two years voids guarantee.

Important

- Fully transferable.
- Tree removal, routine pruning or removal of deadwood caused by Emerald Ash Borer larvae is NOT COVERED under this guarantee.

Emerald Ash Borer Protection Guarantee

Rainbow Tree Company Guarantees:

- **Our soil-applied treatment EAB guarantee will begin upon treatment and will last for one year from the date of treatment.** The guarantee will not lapse if the re-treatment has been approved prior to the expiration of the one year warranty period and your account is in good standing.
- **Our trunk injected emamectin benzoate EAB guarantee will begin upon treatment and will last for two years from the date of treatment.** The guarantee will not lapse if the re-treatment has been approved prior to the expiration of the two year warranty period and your account is in good standing.
- We will deliver treatments using research tested products using the most up to date protocols to provide for optimal effectiveness.
- We will visually inspect your protected tree(s) every 1-2 years to examine for evidence of Emerald Ash Borer infestation. This inspection may take place at the time of re-treatment. We are available to look at your tree at any time should you be concerned about its condition.
- This guarantee is fully transferable to a new property owner.



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952-922-3810
www.rainbowtreecare.com

