

Meeting is also available on Comcast Ch. 16 and streaming vod.maplewoodmn.gov

AGENDA
MAPLEWOOD CITY COUNCIL

7:00 P.M. Monday, November 23, 2020

City Hall, Council Chambers

Remotely Via Conference Call

Dial 1-312-626-6799 or 1-888-788-0099

When Prompted Enter Meeting ID: 930 1865 1216 #

No Participant ID, Enter # When Prompted

Meeting No. 22-20

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. November 9, 2020 City Council Meeting Minutes
2. November 12, 2020 Special City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
 - a. Council Calendar Update
2. Council Presentations
3. Update on Ponds at Battle Creek Public Engagement

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

1. Approval of Claims
2. Certification of Delinquent Trash and Miscellaneous Accounts Receivable
3. Cancellation of Uncollectible Ambulance Accounts Receivable
4. Comprehensive Fee Schedule for 2021 Ordinance
 - a. Ordinance Establishing 2021 Fee Schedule
 - b. Resolution Authorizing Publication by Title and Summary (4 votes)
5. Resolution Designating Polling Place Locations for 2021
6. Purchase Six 2021 Police Vehicles
7. Purchase Two Park Maintenance Machines
8. Resolution of Intent to Replace Sterling Street Bridge (Bridge No. 92252) in the City of Maplewood, City Project 16-25
9. Waiver of Variable Pass-Through Percentage

H. PUBLIC HEARINGS – *If you are here for a Public Hearing please familiarize yourself with the Rules of Civility printed on the back of the agenda. Sign in with the City Clerk before addressing the council. At the podium please state your name and address clearly for the record. All comments/questions shall be posed to the Mayor and Council. The Mayor will then direct staff, as appropriate, to answer questions or respond to comments.*

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Solid Waste Management Ordinance
 - a. Ordinance Repealing the Solid Waste Management Ordinance and Creating a New Solid Waste Management Ordinance
 - b. Resolution Authorizing Publication by Title and Summary (4 Votes)
2. Conditional Use Permit and Home Occupation License Resolution, Home-Based Lawn Care Business with Storage of Commercial Vehicles, 821 Bartelmy Lane North
3. Cobblestone Court Apartments, 2585 and 2605 Conway Ave E
 - a. Loan Agreement with Aeon Maplewood I Preservation JV
 - b. Subordination Agreement

K. AWARD OF BIDS

None

L. ADJOURNMENT

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

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

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

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

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

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

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

MINUTES
MAPLEWOOD CITY COUNCIL
 7:00 P.M. Monday, November 9, 2020
 City Hall, Council Chambers
 Also Held Remotely Via Conference Call
 Meeting No. 21-20

A. CALL TO ORDER

A meeting of the City Council was held at city hall and remotely via conference call and was called to order at 7:00 p.m. by Mayor Abrams.

Mayor Abrams opened the meeting by giving a recap of the pandemic stages at City Hall and information on the council and commission hybrid meetings.

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

Marylee Abrams, Mayor	Present
Kathleen Juenemann, Councilmember	Present
William Knutson, Councilmember	Present
Sylvia Neblett, Councilmember	Present
Bryan Smith, Councilmember	Present

D. APPROVAL OF AGENDA

Coat Drive

Councilmember Neblett moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All, via roll call

The motion passed.

E. APPROVAL OF MINUTES**1. October 26, 2020 City Council Meeting Minutes**

Councilmember Juenemann moved to approve the October 26, 2020 City Council Meeting Minutes as submitted.

Seconded by Councilmember Smith Ayes – All, via roll call

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
a. Council Calendar Update

City Manager Coleman gave an update to the council calendar; reviewed other topics of

concern or interest requested by councilmembers; and gave an overview of upcoming events in the community.

2. Council Presentations

Coat Drive

Mayor Abrams reported on the success of the Coat Drive that the City participated in with ISD 622, ISD 623, the YMCA and other non-profits.

3. Presentation on McCarron's Treatment Process Improvement Project from St Paul Regional Water Services

Steve Schneider, General Manager with St. Paul Regional Water Services introduced the item. Patrick Shea, Assistant General Manager with St. Paul Regional Water Services gave the presentation. Dave Wagner, Engineer with St. Paul Regional Water Services continued the presentation.

Information purposes only, no action required

4. Resolution for Commissioner Reappointment

City Manager Coleman gave the staff report.

Councilmember Juenemann moved to approve the resolution for Commission reappointment.

Resolution 20-11-1884

BE IT RESOLVED THAT THE CITY COUNCIL OF MAPLEWOOD,
MINNESOTA:

Hereby appoints the following individual, who the Maplewood City Council has reviewed, to be reappointed to the following commission:

Environmental & Natural Resources Commission

Mollie Miller Term expires September 30, 2023

Seconded by Councilmember Smith Ayes – All, via roll call

The motion passed.

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

Councilmember Juenemann moved to approve agenda items G1-G4.

Seconded by Councilmember Smith

Ayes – All, via roll call

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the approval of claims.

ACCOUNTS PAYABLE:

\$ 507,228.62	Checks #106539 thru #106566 dated 10/27/20
\$ 338,205.72	Disbursements via debits to checking account dated 10/19/20 thru 10/23/20
\$ 424,377.78	Checks #106567 thru #106581 dated 11/03/20 thru 11/04/20
\$ 556,836.00	Disbursements via debits to checking account dated 10/26/20 thru 10/30/20
<hr/>	
\$ 1,826,648.12	Total Accounts Payable

PAYROLL

\$ 589,769.07	Payroll Checks and Direct Deposits dated 10/30/20
\$ -	Payroll Deduction check # thru # dated 10/30/20
<hr/>	
\$ 589,769.07	Total Payroll
<hr/>	
<u>\$ 2,416,417.19</u>	<u>GRAND TOTAL</u>

Seconded by Councilmember Smith

Ayes – All, via roll call

The motion passed.

2. CARES Grant Expenditures

Councilmember Juenemann moved to approve the CARES Act expenditures, consisting of wages and benefits for 25 employees for the pay period beginning September 12, 2020 through the pay period ending October 23, 2020 in the amount of \$355,648.42.

Seconded by Councilmember Smith

Ayes – All, via roll call

The motion passed.

3. Transfers Between Funds and Budget Adjustments

Councilmember Juenemann moved to approve the transfers and budget adjustments dated 11/9/2020 and authorize the Finance Director to make the necessary accounting entries.

Seconded by Councilmember Smith

Ayes – All, via roll call

The motion passed.

4. Purchase of One Utility Truck

Councilmember Juenemann moved to approve the purchase of one utility truck and direct the Mayor and City Manager to enter into a contract with Truck Utilities Inc. for the purchase under MN State Contract #167781 in the amount of \$69,268.00 and a contract with Midway Ford for the purchase under MN State Contract #170310 in the amount of \$36,996.80 for a total purchase cost of \$106,264.80.

Seconded by Councilmember Smith

Ayes – All, via roll call

The motion passed.

- H. PUBLIC HEARINGS** – *If you are here for a Public Hearing please familiarize yourself with the Rules of Civility printed on the back of the agenda. Sign in with the City Clerk before addressing the council. At the podium please state your name and address clearly for the record. All comments/questions shall be posed to the Mayor and Council. The Mayor will then direct staff, as appropriate, to answer questions or respond to comments.*

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Conditional Use Permit and Setback Variance Resolution, Maplewood Toyota Vehicle Storage Lot, 2999 Highway 61

Community Development Director Thomson gave the staff report. Steve McDaniels with Maplewood Toyota addressed the council and gave further information.

Councilmember Neblett moved to approve the resolution for a conditional use permit and setback variance at 2999 Highway 61 with the addition of #11 for additional screening to the west side to decrease the view of the vehicles from the neighborhood.

Resolution 20-11-1885

CONDITIONAL USE PERMIT AND SETBACK VARIANCE RESOLUTION

BE IT RESOLVED by the City Council of the City of Maplewood, Minnesota, as

November 9, 2020
City Council Meeting Minutes

follows:

Section 1. Background.

- 1.01 Maplewood Toyota has requested approval of a conditional use permit.
- 1.02 The applicant has also requested approval of a setback variance.
- 1.03 The property located at 2999 Maplewood Drive is legally described as:

Parcel 1: That part of the North 409.5 feet of the East 500 feet of the South Half of the Northeast Quarter of Section 4, Township 29, Range 22, Ramsey County Minnesota, lying Southerly of a line drawn from a point on the East line of said Northeast Quarter of Section 4 distant 235.77 feet South of the Northeast corner of said South Half of the Northeast Quarter of Section 4 to a point on the West line of said East 500 feet of the South Half of the Northeast Quarter of Section 4 distant 115.53 feet South of the Northwest corner of said East 500 feet of the South Half of the Northeast Quarter. Ramsey County, Minnesota Abstract Property Parcel 2: Easement for the benefit of Parcel 1 as created by Reciprocal Easement Agreement dated December 29, 2004, filed May 9, 2005, as Document No. 3853813, for ingress and egress purposes. PIN: 04-29-22-14-0058.

Section 2. Standards.

- 2.01 City Ordinance Section 44-512(4) requires a Conditional Use Permit for the exterior storage of goods or materials.
- 2.02 Section 44-637(b) requires a Conditional Use Permit for any building or exterior use within 350 feet of a residential district.
- 2.03 General Conditional Use Permit Standards. City Ordinance Section 44-1097(a) states that the City Council must base approval of a Conditional Use Permit on the following nine standards for approval.
1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
 2. The use would not change the existing or planned character of the surrounding area.
 3. The use would not depreciate property values.
 4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous,

hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.

5. The use would not exceed the design standards of any affected street.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

2.04

Variance Standard. City Ordinance Section 44-13 refers to state statute which states a variance may be granted from the requirements of the zoning ordinance when: (1) the variance is in harmony with the general purposes and intent of this ordinance; (2) when the variance is consistent with the comprehensive plan; and (3) when the applicant establishes that there are practical difficulties in complying with the ordinance. Practical difficulties mean: (1) The proposed use is reasonable; (2) the need for a variance is caused by circumstances unique to the property, not created by the property owner, and not solely based on economic conditions.

Section 3. Findings.

3.01 The proposal meets the specific conditional use permit standards.

3.02 The proposal meets the required standards for a variance:

Section 4. City Review Process

4.01 The City conducted the following review when considering the conditional use permit and setback variance requests.

1. On October 20, 2020, the planning commission held a public hearing. The city staff published a hearing notice in the Pioneer Press and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council

approve this resolution.

2. On November 9, 2020, the city council discussed this resolution. They considered reports and recommendations from the planning commission and city staff.

Section 5. City Council

5.01 The city council hereby approves the resolution. Approval is based on the findings outlined in section 3 of this resolution. Approval is subject to the following conditions:

1. Adherence to the site plan date-stamped September 24, 2020. The director of community development may approve minor changes.
2. The proposed construction must be started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. An exterior public address system shall not be allowed.
5. All activity shall be confined to the site. There shall be no loading or unloading of vehicles on any public or private street rights-of-way. No employee parking is allowed on any public street. Parking of vehicles is permitted on the north side of the private street – Gulden Road – that bisects the properties located at 2999 and 3001 Highway 61.
6. No vehicle maintenance of any kind is permitted on this site.
7. Comply with all city ordinance requirements for signage.
8. All site lighting must meet city requirements and be shielded away from the neighboring residential properties.
9. Submit a security plan to the public safety department for review and approval.
10. The applicant shall obtain any required permits from the City of Maplewood, Ramsey Washington Metro Watershed District, Ramsey County and the State of Minnesota and meet the requirements of those agencies
11. Applicant shall submit a landscaping plan along the west side of the site showing additional screening for staff review and approval.

Seconded by Councilmember Smith

Ayes – All, via roll call

The motion passed.

2. 2021 Residential Trash and Yard Waste Rates

Community Development Director Thomson gave the staff report.

Councilmember Smith moved to approve the resolution approving the 2021 residential trash and yard waste rates.

Resolution 20-11-1886
RESOLUTION ADOPTING
2021 TRASH AND YARD WASTE RATES

Be it resolved by the City Council of the City of Maplewood, Minnesota, as follows:

WHEREAS, the City has a contract with Republic Services for residential trash and yard waste collection; and

WHEREAS, the trash and yard waste collection contract runs from January 1, 2020, until June 30, 2025; and

WHEREAS, most of the trash and yard waste rates are set throughout the term of the contract or include yearly increases that were approved by the City as part of the contract; and

WHEREAS, the contract outlines that the Pay As You Throw disposal and overall trash rate is negotiated yearly; and

WHEREAS, the City Council reviewed the contract rates and approved the Pay As You Throw disposal and overall trash rates on November 9, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Maplewood:

1. Adopts the 2021 MONTHLY contract trash and yard waste rates as follows:

Extra Bags of Trash and Extra Trash Carts (add appropriate PAYT disposal fee per cart size, times the number of extra carts, taxes, fees)	
Overflow Bag of Trash	\$6.24
Extra Trash Cart	\$6.24

Seasonal Yard Waste Prices

(95 gal. cart and up to 5 bags weekly)
\$124.80

Extra Compostable Bags of Yard Waste Weekly
\$3.12

2. Adopts the 2021 MONTHLY Pay As You Throw trash rates as follows:

Cart Size	2021 Collection Fee (per contract)	2021 Disposal Fee (PAYT price increments)	2021 Overall Trash Rates (collection, disposal, taxes, fees)	2021 % Price Change Per Cart Size
20 gallon every other week	\$7.70	\$0.63	\$12.51	
20 gallon every week	\$7.70	\$1.00	\$13.02	4%
35 gallon every week	\$7.70	\$2.45	\$15.01	15%
65 gallon every week	\$7.70	\$5.66	\$19.44	29%
95 gallon every week	\$7.70	\$8.75	\$23.69	22%

Seconded by Councilmember Neblett

Ayes – All, via roll call

The motion passed.

3. North Fire Station Construction Project Update and Budget Discussion

EMS Chief Mondor gave the presentation.

Mayor Abrams moved that the scenario the council would prefer to be the best scenario and also would consider the better option but with rationale as to the differences and what would be foregoing if council went with something less than the best.

Councilmember Smith made a friendly amendment that when it comes to the aesthetic parts, if it's not terribly expense could council see renderings of the different options.

Mayor Abrams accepted the friendly amendment.

Seconded by Councilmember Neblett

Ayes – All, via roll call

The motion passed.

K. AWARD OF BIDS

None

L. ADJOURNMENT

Each councilmember shared thoughts on current events.

Mayor Abrams adjourned the meeting at 8:58 p.m.

DRAFT

MINUTES
MAPLEWOOD CITY COUNCIL
CITY COUNCIL SPECIAL MEETING
4:30 P.M. Thursday, November 12, 2020
City Hall, Council Chambers
Held Remotely Via Conference Call

A. CALL TO ORDER

A special meeting of the City Council was held at City Hall and remotely via conference call and was called to order at 4:31 p.m. by Mayor Abrams.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Marylee Abrams, Mayor	Present
Kathleen Juenemann, Councilmember	Present
William Knutson, Councilmember	Present
Sylvia Neblett, Councilmember	Present
Bryan Smith, Councilmember	Present

D. APPROVAL OF AGENDA

Councilmember Juenemann moved to approve the agenda as submitted.

Seconded by Councilmember Knutson Ayes – All

The motion passed.

E. UNFINISHED BUSINESS

None

F. NEW BUSINESS

1. Resolution Canvassing the Municipal Results of November 3, 2020 General Election

City Clerk Sindt gave the staff report.

Councilmember Smith moved to approve the resolution canvassing the municipal results of the November 3, 2020 General Election.

Resolution 20-11-1887
Canvassing Results of General Election

WHEREAS, a State General Election was held on November 3, 2020; and

WHEREAS, the ballot included two candidates for the Maplewood mayor two-year special election, four candidates for two Maplewood councilmember positions, both four

year terms and two candidates for a Maplewood councilmember two-year special election; and

WHEREAS, the city council shall serve as the canvassing board, canvass the results and declare the results of the election; and

WHEREAS, the one mayoral special election candidate receiving the highest votes, the two four-year councilmember candidates receiving the highest votes and the one two-year councilmember special election candidate receiving the highest votes shall begin their terms once qualified;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Maplewood, Ramsey County, Minnesota, acting as a canvassing board on November 12, 2020, hereby declares:

1. The following results from the November 3, 2020, State General Election as specified by the Abstract and Return of Votes Cast:

Mayor 2yr Special Election Candidates:	
Marylee Abrams	10563
Bob Cardinal	7924

Councilmember Candidates (two four-year seats):	
Rebecca Cave	7270
Garrett Krueger	5436
Sylvia E. Neblett	7002
Nikki Villavicencio	7977

Councilmember 2yr Special Election Candidates:	
Bill Knutson	8851
Diana Longrie	8033

2. The two-year mayoral special election candidate who received the highest number of votes in the General Election is Marylee Abrams.

3. The two councilmember candidates who received the highest number of votes in the General Election are Nikki Villavicencio and Rebecca Cave.

4. The two-year councilmember special election candidate who received the highest number of votes in the General Election is Bill Knutson.

5. The clerk is hereby directed to certify the results of the election to the county auditor.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

G. ADJOURNMENT

Mayor Abrams adjourned the meeting at 4:41 p.m.

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: City Council

REPORT FROM: Melinda Coleman, City Manager

PRESENTER: Melinda Coleman, City Manager

AGENDA ITEM: Council Calendar Update

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

This item is informational and intended to provide the Council an indication on the current planning for upcoming agenda items and the Work Session schedule. These are not official announcements of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars.

Recommended Action:

No motion needed. This is an informational item.

Upcoming Agenda Items and Work Sessions Schedule:

Dec. 14 EDA Meeting at 6 pm

Dec. 14 Council Meeting: Adoption of 2021 Budget and Capital Improvement Plan

Dec. 28 Council Meeting: Not scheduled

Jan. 11 Council Meeting: Oath of Office for Abrams, Cave, Knutson and Vilavicencio

Council Comments:

Comments regarding Workshops, Council Meetings or other topics of concern or interest.

1. Update on Ponds at Battle Creek- To Be Completed on November 23rd Council Presentations

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Michael Martin, AICP, Assistant Community Development Director
PRESENTER: Jeff Thomson, Community Development Director
AGENDA ITEM: Update on Ponds at Battle Creek Public Engagement

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

On December 17, 2019, the Ramsey County Board of Commissioners adopted its budget for 2020-2021, which included the closure of the 95-acre Ponds at Battle Creek golf course following the 2020 season. In addition, Ramsey County owns 77-acres of undeveloped property north of its correctional facility. Ramsey County is partnering with the City of Maplewood to explore options for possible future uses of these properties. Under this agreement, the City and County have retained Perkins+Will to create a redevelopment plan for these two sites.

Recommended Action:

No action required.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$59,930.
 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: Will be reimbursed by Ramsey County

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

This planning effort has the opportunity to provide a more realistic vision for these two sites should a new owner desire to change their land use, but it would also give Ramsey County, as the current owner, more certainty in how the City of Maplewood and other stakeholders view the future of these sites should the County decide to sell either or both sites.

Background

The Ponds of Battle Creek Redevelopment Area is a top reinvestment priority for the City of Maplewood and Ramsey County. This plan is intended to provide the strategy necessary to plan for

the land use, redevelopment, and open space decisions for the project area for the short and long term.

The plan must fit with the community's vision and be responsive to the needs and desires of the community stakeholders, business community, and overall objectives of improved health and livability. Community engagement is a critical element of understanding existing needs, crafting plans that will deliver these outcomes for the affected communities, neighborhoods, and businesses, and creating a highly implementable plan with actionable objectives that achieve community consensus.

The first step of community engagement took place on November 19, as the project team held its first of three Community Meetings. The City Council will be updated on the findings and takeaways of this first meeting at its meeting on November 23. In addition to the Community Meetings, the project team will be engaging the community via targeted outreach, electronic communications and use of the project website which can be found at www.maplewoodmn.gov/Ponds.

As with all of the city's recent planning projects, this process will be driven by community engagement and feedback. Attached to this report is the *Community Engagement Plan* associated with this project and provides an outline of how the public will be involved with this planning process.

Attachments

1. Community Engagement Plan

Community Engagement Plan

City of Maplewood

October 2020

Prepared for:
City of Maplewood and Ramsey County

Prepared by:
Perkins&Will

1.0 Project Background

The intent of this project is to prepare a development plan for the Ponds of Battle Creek Redevelopment Area that will address economic development opportunities, urban design, land use, redevelopment opportunities, and greenspace/linkages to the adjacent neighborhoods. The Ponds of Battle Creek Redevelopment Area is a top reinvestment priority for the City of Maplewood and Ramsey County. This plan is intended to provide the strategy necessary to plan for the land use, redevelopment, and open space decisions for the project area for the short and long term.

The plan must fit with the community's vision and be responsive to the needs and desires of the community stakeholders, business community, and overall objectives of improved health and livability. Community engagement is a critical element of understanding existing needs crafting plans that will deliver these outcomes for the affected communities, neighborhoods, and businesses, and creating a highly implementable plan with actionable objectives that achieve community consensus. The following activities have been identified for the project:

- Manage and facilitate a project management team meetings and activities
- Develop and implement a community and stakeholder outreach strategy
- Articulate project vision and goals
- Prepare an Action Plan with implementation methods and strategies
- Prepare Draft and Final Reports

✦✦ Community Engagement Plan Overview

Effective community engagement is essential for good public decision making and will be critical to understanding needs, developing land use plans, and building support for The Ponds of Battle Creek Redevelopment Area. The Community Engagement Plan will serve as a guide for the engagement of stakeholders, residents, and businesses during the planning process. The purpose of the engagement plan is to document the tasks related to stakeholder and public engagement that will be undertaken during the preparation of the plan. In general, the intent of the community engagement process will be to be proactive rather than reactive, and to work closely with local communities to build on their successes and to empower people to engage in this as well as other future public initiatives.

Community engagement will consist of a team led by City staff with support from the consultant team and specific stakeholder groups with resources to assist in community engagement. Team members will be engaged in staffing and leading online events, and, depending on individual skills and specific engagement strategies, may be asked to assist in the following:

- provide interpretation services,
- assist individuals in using filling out online surveys,
- provide project information for any County/City led public events,
- and assist in other ways to create a welcoming environment and engage people in the planning process.

Outreach activities will be focused around the three major stages of the planning process:

- Analysis and Visioning
- Concept Development
- Implementation

The specific outreach activities and the outreach tools that will be used will be customized for the project. This engagement plan will provide direction for outreach activities, and many of the tools described in this report will be used at each of the three stages of the planning process. However, other strategies may be used as well if they have been found to be particularly effective in a given community, neighborhood and/or cultural group.

•• **Community Engagement Goals**

The goal for community engagement is to ensure that the concerns and issues of those with a stake in the Ponds of Battle Creek Redevelopment Area project are identified and addressed. To achieve this goal, the following will need to occur:

- Identify stakeholders, including populations not traditionally involved in neighborhood decision making.
- Engage all stakeholders, including residents and businesses, in meaningful and accessible ways.
- Solicit early and continuous involvement.
- Seek collaborative input on alternatives and evaluation criteria.
- Provide transparency during the planning process.
- Build understanding of redevelopment opportunities and build support for the plan that evolves from the planning process.

2.0 Committee Structure and Decision-Making Process

The Ponds of Battle Creek Redevelopment Area is led by the City of Maplewood and Ramsey County.

- Project Management Team (Comprised of staff from the City of Maplewood and Ramsey County staff and elected officials)

The roles, responsibilities and make-up of these committees are summarized here. The PMT will direct the day-to-day and provide guidance on the overall planning process as well as technical and non-technical input. Ultimately, approval authority for the project rests with the Ramsey County elected officials and the City of Maplewood.

•• **Project Management Team**

The PMT will consist of key staff from Ramsey County and the City of Maplewood. Periodically, stakeholders with technical knowledge of the study area will be invited to participate in the PMT by providing information and feedback on draft plans. The PMT is intended to be actively involved

in the day-to-day management of the project to guide the study and facilitate team coordination. The PMT is responsible for facilitating coordination among the partner agencies and the consultant team. The PMT is responsible for oversight of all technical work, the project schedule, and City of Maplewood staff recommendations regarding invitations to other stakeholders not represented on the PMT. For the duration of the study, the PMT will meet as needed with the consultant team.

3.0 Other Constituent Groups

The study area for the Ponds of Battle Creek Redevelopment Area includes the City of Maplewood and is fully within Ramsey County. One of the initial and ongoing tasks of the study will be to identify key organizations and demographic groups to ensure that these constituents are fully represented in the study process and that a means of regular communication is identified for each one. Additional business, social service, health care and advocacy groups may be added as additional constituent groups are identified. The following constituent groups are examples of those that will be engaged in the process:

- 1) Regional and County Agencies
- 2) Non-Profit Community Organizations, Institutions, and Advocacy Groups
- 3) Public Stakeholders:
 - Residents (owners and renters) within the study area
 - Under-represented and under-served populations (including persons with low-incomes, limited English proficiency, or disabilities)
 - Senior housing developments within the study area
 - Public and private landowners within the study area
 - Employees
 - Walkers
 - Bicyclists
 - Motorists
 - Transit riders
 - Commuters

4.0 Potential Issues and Opportunities

The primary purpose of community engagement during the Ponds of Battle Creek Redevelopment Area project is to understand and respond to barriers, challenges, benefits and opportunities associated with changes in land use, access, open space, and other facilities around the redevelopment sites, as well as to work with local stakeholders to develop visionary plans for both key sites and the study area as a whole.

Issues, concerns, opportunities and constraints that are submitted through the public involvement efforts will be tracked and documented by the project partners or the consultant team, depending on who is responsible for particular engagement activities or events. This documentation will

provide a means of ensuring that there is public input in the study process and that issues raised by stakeholders are addressed as appropriate throughout the planning process and beyond.

5.0 Community Engagement Coordination

The following public engagement techniques will be used to reach a wide range of stakeholders and members of the public. Some public engagement techniques may be targeted to specific stakeholders or geographic areas in order to create welcoming opportunities for participation in the study process. Because of the wide variety of strategies that could be employed to engage the community, collaboration between the consultant team and City and County staff will be critical in order to determine who is responsible for leading a particular engagement effort or activity.

5.1 Project Messages

The consultant team will work with the City and County staff to develop consistent messages regarding the planning project. This is critical to providing the public with a good understanding of the study and the decision-making process as well as ongoing motivation to participate in the study. Working with the City and County staff, several messages will be developed for consistent use in project materials and communications.

5.2 Community Engagement Activities

The following public outreach activities will be used to engage residents and businesses in the project area. These activities will present the project information via online platforms to potentially reach those who are not likely to attend a public meeting. The Communication Tools described in section 5.4 will be used to provide notification and promotion of all public meetings.

5.2.1 Public Meetings

A series of public meetings will be held for the project at key points in the planning process. These meetings will be organized and led by the consultant team with assistance from the City/County and other project partners. The first meeting will introduce the project with opportunities to solicit issues and concerns to be addressed in the plan. A second public meeting will focus on the presentation of design alternatives. Interactive exercises will be used to help engage people in discussion about the alternatives. The third public meeting will be to present a refined plan for the Ponds of Battle Creek Redevelopment Area project and implementation recommendations and strategies.

- | | |
|---|-------------------|
| • Community/Stakeholder Meeting #1 - Visioning Workshop | Mid-November 2020 |
| • Community/Stakeholder Meeting #2 - Design Workshop | Late January 2021 |
| • Community/Stakeholder Meeting #3 – Open House | March 2021 |

5.2.2 Targeted Outreach

Working with City and County staffs, the consultant team will determine if one or more small group online meetings will be held to target specific audiences that may not be easily engaged through a broader public meeting or to gain input from a particular population group. A concerted effort will be made to identify targeted community meetings or events to engage historically underserved populations.

5.2.3 Electronic Communications

The following electronic communications tools will be used to provide notification of project milestones and to maintain a continuous dialogue for the project among community organizations, stakeholders and the general public.

5.2.3.1 Project Website

A project web page will be developed as part of the City or County (to be determined) website. The website will be maintained by representative staff but the consultant team will provide content for updating the site periodically. Content will be updated at least monthly and more frequently when public events occur or major milestones are passed. The website should include the following:

- Study area map
- Project news
- Sign-up for project updates
- Info about the project area
- Notice of public meetings and other events
- Project reports
- Project contact information (staff, email phone)
- Ability to submit comments

5.2.3.2 Email Notifications

The City and County's email notification system will be used to send out email notifications. Email notifications will be sent to the Stakeholder Distribution List (we will work with staff from the City to create this), which will be compiled and maintained by City staff for the project and will be updated periodically. This distribution list will include all identified stakeholder organizations, all individuals who sign up to receive the email updates either at public meetings or via the City's website, and any other organizations, media outlets and individuals that wish to be on the list. This e-mail distribution list will be used to distribute periodic project updates and to announce public meetings, events and milestones.

5.2.4 Engagement of Under-Represented Populations

Effective and meaningful engagement of under-represented populations will be instrumental to the success of the planning project. A concerted effort will be made to include people with disabilities, people with limited English proficiency, ethnic minority groups and organizations, immigrant groups and seniors. Strategies that will be used to reach under-served populations include:

- Work with the City/County to define representatives from underserved populations in their respective communities.
- Utilize organizations local organizations to identify specific groups and methods for outreach.
- Provide public meeting notices in ethnic neighborhood-level media publications for communities represented in the study area.
- Translate meeting notices and project information for any non-English speaking populations concentrated in the study area

- Attend virtual meetings of established organizations that serve specific cultural/ethnic groups or business communities in the study area.

4.3.3 **Media Notifications**

Draft news releases for the media will be prepared at project milestones by the City and County in collaboration with the consultant team for distribution to the media.

4.3.4 **Presentations to Elected Officials**

The consultant team with support from staff from Ramsey County and the City of Maplewood will provide a briefing of the project at a to-be-determined milestone during the study to the partner City elected officials. The presentation about the recommended project will include a summary of the community engagement activities and will emphasize the ways in which community engagement informed each stage of plan development.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Ellen Paulseth, Finance Director
DATE: November 17, 2020
SUBJECT: Approval of Claims

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

ACCOUNTS PAYABLE:

\$ 586,563.78	Checks #106582 thru #106622 dated 11/10/20
\$ 520,613.78	Disbursements via debits to checking account dated 11/02/20 thru 11/06/20
\$ 1,107,777.80	Checks #106749 thru #106768 dated 11/17/20
\$ 655,306.50	Disbursements via debits to checking account dated 11/09/20 thru 11/13/20
\$ 2,870,261.86	Total Accounts Payable

PAYROLL

\$ 595,555.78	Payroll Checks and Direct Deposits dated 11/13/20
\$ 1,421.00	Payroll Deduction check #99104370 thru #99104371 dated 11/13/20
\$ 596,976.78	Total Payroll
\$ 3,467,238.64	GRAND TOTAL

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

Attachments

Check Register
City of Maplewood

11/05/2020

Check	Date	Vendor	Description	Amount	
106582	11/10/2020	05114	BOLTON & MENK, INC.	GENERAL GIS ASSISTANCE	2,970.00
106583	11/10/2020	00213	BREDEMUS HARDWARE CO INC	DOOR HINGES & FILLER PLATES	68.76
106584	11/10/2020	00519	FLEXIBLE PIPE TOOL CO.	SCOTCHCASTING KITS/PIGTAIL- CCTV	394.35
106585	11/10/2020	00687	HUGO'S TREE CARE INC	STUMP GRINDING & CLEAN UP	300.00
106586	11/10/2020	01160	NEWMAN SIGNS, INC.	SIGN FACES AND POSTS FOR INSTALL	1,645.26
106587	11/10/2020	01190	XCEL ENERGY	ELECTRIC UTILTIY	13,606.34
	11/10/2020	01190	XCEL ENERGY	ELECTRIC UTILTIY	1,235.21
	11/10/2020	01190	XCEL ENERGY	ELECTRIC UTILTIY	214.21
	11/10/2020	01190	XCEL ENERGY	ELECTRIC UTILTIY	55.31
	11/10/2020	01190	XCEL ENERGY	GAS UTILITY	41.94
	11/10/2020	01190	XCEL ENERGY	GAS UTILITY	39.74
106588	11/10/2020	05013	YALE MECHANICAL LLC	REPLACE MOTOR/IGNITOR - FS#2	265.45
106589	11/10/2020	04848	AVESIS	MONTHLY PREMIUM - NOVEMBER	331.14
106590	11/10/2020	04118	BUFFALO WILD WINGS	REFUND PER CARES ACT	1,233.33
106591	11/10/2020	00307	COLLINS ELECTRICAL CONST. CO.	TWIN LIGHT POLES FROST-E SHORE	3,132.50
106592	11/10/2020	05786	COLONIAL LIFE PROCESSING CTR	MONTHLY PREMIUM BCN:E4677316-OCT	300.70
106593	11/10/2020	03965	CORPORATE MARK, INC.	GLASS TUMBLERS WITH MW FIRE LOGO	517.40
106594	11/10/2020	04371	ELECTRO WATCHMAN INC.	S2 SOFTWARE UPGRADE/SUPPORT	10,575.90
106595	11/10/2020	00464	EMERGENCY AUTOMOTIVE TECH, INC	PEDESTAL MOUNT	371.20
106596	11/10/2020	05618	ENTERPRISE FM TRUST	LEASE CHARGES FIRE & PD VEHICLES	2,622.35
106597	11/10/2020	06132	HENRY SCHEIN, INC.	CLOROX CLEANER	410.80
106598	11/10/2020	06124	IMA GROUP MGMT CO	PRE-EMPLOYMENT PSYCH	650.00
106599	11/10/2020	05533	KIRVIDA FIRE	REPAIRS TO ENGINE #394	474.98
106600	11/10/2020	00532	MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEE LABOR REL-SEPT	144.21
106601	11/10/2020	04404	MASIMO AMERICAS, INC.	THERMOMETER	1,212.95
106602	11/10/2020	05838	MINNESOTA BENEFIT ASSOCIATION	MONTHLY PREMIUM	298.53
106603	11/10/2020	01126	NCPEERS GROUP LIFE INS. MN	MONTHLY PREMIUM - NOVEMBER	496.00
106604	11/10/2020	00001	ONE TIME VENDOR	REIMB R WINDETT - DRIVEWAY	4,500.00
106605	11/10/2020	00001	ONE TIME VENDOR	REIMB M JONES - DRIVEWAY APRON	687.00
106606	11/10/2020	00001	ONE TIME VENDOR	REFUND ASHTON MCGEE- BLDG PERMIT	117.00
106607	11/10/2020	00001	ONE TIME VENDOR	REFUND WS&D - BLDG PERMIT	117.00
106608	11/10/2020	05103	PERFORMANCE PLUS LLC	RESPIRATOR TESTS	175.00
106609	11/10/2020	00396	MN DEPT OF PUBLIC SAFETY	TABS FOR FIRE DEPT DODGE DURANGO	14.25
106610	11/10/2020	06111	QUADIENT FINANCE USA, INC.	POSTAGE - CITY HALL POSTAGE MACHINE	1,500.00
	11/10/2020	06111	QUADIENT FINANCE USA, INC.	POSTAGE - 1902 POSTAGE MACHINE 6297	1,000.00
106611	11/10/2020	06014	REHDER FORESTRY CONSULTING	TREE INSPECTION SRVS - OCTOBER	2,251.71
106612	11/10/2020	04130	SCHINDLER ELEVATOR CORP	QUARTERLY MAINT - 1902 PW 11/1 -1/31	796.38
106613	11/10/2020	04256	SHI INTERNATIONAL CORP	MONITORS FOR IT DEPT TO INSTALL	2,520.00
	11/10/2020	04256	SHI INTERNATIONAL CORP	ANTENNAS FOR EMS VEHICLES	870.00
106614	11/10/2020	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	7,862.05
106615	11/10/2020	04207	STRYKER SALES CORP.	X-RESTRAINT PACKAGE	1,444.83
	11/10/2020	04207	STRYKER SALES CORP.	COMMUNITY PARAMEDIC SOFTWARE-SEP	882.00
106616	11/10/2020	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-013	260.46
106617	11/10/2020	05842	MIKE TURNBULL	FIRE MARSHAL SERVICES 06/26 - 07/21	828.00
106618	11/10/2020	06123	VALLEY PAVING, INC.	PROJ 19-22 CO RD B & ARCADE PMT#6	513,740.54
106619	11/10/2020	01717	VIKING AUTOMATIC SPRINKLER CO.	REPAIR SPRINKLER SYSTEM	355.00
106620	11/10/2020	05241	WARNING LITES OF MN, INC.	TEMP NO PARKING SIGNS	119.00
106621	11/10/2020	01753	WEATHER WATCH, INC.	WINTER WEATHER SERVICE	475.00
106622	11/10/2020	01876	WHAT WORKS INC	CONSULTANT FEES FOR SMT SESSIONS	2,440.00
				41 Checks in this report.	<u>586,563.78</u>

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
10/19/2020	MN Dept of Natural Resources	DNR electronic licenses	349.20
10/19/2020	Delta Dental	Dental Premium	3,750.73
10/19/2020	ICMA (Vantagepointe)	Deferred Compensation	7,834.00
10/19/2020	ICMA (Vantagepointe)	Retiree Health Savings	11,452.91
10/19/2020	Labor Unions	Union Dues	1,734.38
10/19/2020	MidAmerica - ING	HRA Flex plan	15,506.68
10/20/2020	MN State Treasurer	Drivers License/Deputy Registrar	48,151.39
10/20/2020	Delta Dental	Dental Premium	920.00
10/20/2020	Empower - State Plan	Deferred Compensation	43,651.00
10/21/2020	MN State Treasurer	Drivers License/Deputy Registrar	41,377.27
10/22/2020	MN State Treasurer	Drivers License/Deputy Registrar	41,940.07
10/23/2020	MN State Treasurer	Drivers License/Deputy Registrar	39,610.48
10/23/2020	MN Dept of Natural Resources	DNR electronic licenses	656.60
10/23/2020	Optum Health	DCRP & Flex plan payments	1,097.08
10/24/2020	MN State Treasurer	Drivers License/Deputy Registrar	80,173.93
			338,205.72

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/2/2020	MN State Treasurer	Drivers License/Deputy Registrar	67,857.50
11/2/2020	US Bank	Credit Card Billing Fee	74.99
11/2/2020	Delta Dental	Dental Premium	1,956.07
11/2/2020	Empower - State Plan	Deferred Compensation	26,967.00
11/2/2020	P.E.R.A.	P.E.R.A.	131,474.22
11/2/2020	MN State Treasurer	State Payroll Tax	25,642.17
11/3/2020	MN State Treasurer	Drivers License/Deputy Registrar	49,009.10
11/4/2020	MN State Treasurer	Drivers License/Deputy Registrar	64,840.93
11/5/2020	MN State Treasurer	Drivers License/Deputy Registrar	86,314.10
11/6/2020	MN State Treasurer	Drivers License/Deputy Registrar	66,015.17
11/6/2020	MN Dept of Natural Resources	DNR electronic licenses	442.58
11/6/2020	Optum Health	DCRP & Flex plan payments	19.95
			520,613.78

*Detailed listing of VISA purchases is attached.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/9/2020	MN State Treasurer	Drivers License/Deputy Registrar	90,020.14
11/9/2020	Delta Dental	Dental Premium	966.68
11/10/2020	MN State Treasurer	Drivers License/Deputy Registrar	110,678.22
11/12/2020	MN State Treasurer	Drivers License/Deputy Registrar	118,120.01
11/13/2020	US Bank VISA One Card*	Purchasing card items	47,171.52
11/13/2020	Optum Health	DCRP & Flex plan payments	1,481.05
11/13/2020	U.S. Treasurer	Federal Payroll Tax	105,851.80
11/13/2020	P.E.R.A.	P.E.R.A.	129,585.23
11/13/2020	ICMA (Vantagepointe)	Deferred Compensation	7,834.00
11/13/2020	Labor Unions	Union Dues	3,038.14
11/13/2020	MidAmerica - ING	HRA Flex plan	15,690.01
11/13/2020	MN State Treasurer	State Payroll Tax	24,869.70
			655,306.50

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
10/30/2020	11/02/2020	MENARDS MAPLEWOOD MN	\$60.09	DAVE ADAMS
10/26/2020	10/28/2020	OFFICE DEPOT #1090	\$66.49	REGAN BEGGS
10/28/2020	10/30/2020	OFFICE DEPOT #1090	\$57.64	REGAN BEGGS
11/01/2020	11/03/2020	OFFICEMAX/DEPOT 6164	\$43.92	REGAN BEGGS
11/03/2020	11/05/2020	OFFICE DEPOT #1090	\$58.57	REGAN BEGGS
10/26/2020	10/27/2020	BATTERIES PLUS - #0031	\$8.58	BRIAN BIERDEMAN
10/28/2020	10/28/2020	AMZN MKTP US*2T0SA8UX2	\$35.98	BRIAN BIERDEMAN
10/29/2020	10/29/2020	GREAT RIVER OFFICE PRODUC	\$625.40	BRIAN BIERDEMAN
10/09/2020	11/05/2020	ENDICIA	(\$17.99)	DANIEL BUSACK
10/27/2020	10/28/2020	TARGET 00021352	\$62.60	DANIEL BUSACK
10/28/2020	10/29/2020	SECUREBI.COM	\$350.00	DANIEL BUSACK
10/28/2020	10/29/2020	PAYPAL *MNCPA MNCPA	\$265.00	DANIEL BUSACK
11/02/2020	11/03/2020	AMAZON.COM*2855R4TV2 AMZN	\$38.95	DANIEL BUSACK
10/23/2020	10/26/2020	CINTAS CORP	\$29.61	SCOTT CHRISTENSON
10/28/2020	10/29/2020	CINTAS CORP	\$93.30	SCOTT CHRISTENSON
10/29/2020	10/30/2020	VIKING ELECTRIC-CREDIT DE	\$347.40	SCOTT CHRISTENSON
10/30/2020	11/02/2020	MENARDS MAPLEWOOD MN	\$88.52	SCOTT CHRISTENSON
11/04/2020	11/05/2020	CINTAS CORP	\$112.50	SCOTT CHRISTENSON
10/29/2020	10/30/2020	MINNESOTA STATE COLLEGES	\$250.00	SHAWN CONWAY
10/29/2020	10/30/2020	GALLS	\$4,357.68	KERRY CROTTY
10/27/2020	10/28/2020	SP * MERCHOLOGY	\$349.87	THOMAS DABRUZZI
10/27/2020	10/29/2020	THE HOME DEPOT #2801	\$70.82	THOMAS DABRUZZI
10/23/2020	10/26/2020	EASYKEYSCOM INC	\$11.80	RICHARD DAWSON
10/24/2020	10/26/2020	GREEN MILL - WOODBURY	\$174.02	RICHARD DAWSON
10/24/2020	10/26/2020	CUB FOODS #1599	\$22.79	RICHARD DAWSON
10/24/2020	10/26/2020	THE HOME DEPOT 2801	\$85.88	RICHARD DAWSON
10/26/2020	10/27/2020	THOMSON WEST*TCO	\$587.60	CASSIE FISHER
10/29/2020	10/30/2020	CINTAS CORP	\$49.99	CASSIE FISHER
11/05/2020	11/06/2020	CINTAS CORP	\$49.99	CASSIE FISHER
10/24/2020	10/26/2020	EPSON *STORE	\$2,575.93	MYCHAL FOWLDS
10/30/2020	11/02/2020	ALLSTREAM	\$60.58	MYCHAL FOWLDS
11/02/2020	11/03/2020	BESTBUYCOM806361533600	\$1,932.74	MYCHAL FOWLDS
11/03/2020	11/03/2020	AMZN MKTP US*289SU8T2Z	\$37.57	MYCHAL FOWLDS
11/03/2020	11/04/2020	SMK*SURVEYMONKEY.COM	\$274.19	MYCHAL FOWLDS
11/05/2020	11/06/2020	VISION33 INC	\$1,140.00	MYCHAL FOWLDS
10/25/2020	10/26/2020	AMAZON.COM*2T4236SV0	\$52.95	NICK FRANZEN
10/25/2020	10/26/2020	AMZN MKTP US*2T1PJ7QD2	\$99.99	NICK FRANZEN
10/27/2020	10/27/2020	APPLE.COM/US	\$199.00	NICK FRANZEN
10/28/2020	10/29/2020	ZOHO CORPORATION	\$112.00	NICK FRANZEN
10/30/2020	11/02/2020	BACKBLAZE	\$120.00	NICK FRANZEN
11/03/2020	11/04/2020	JERSEY MIKES ONLINE ORDE	\$55.37	NICK FRANZEN
10/27/2020	10/28/2020	AMZN MKTP US*2T2FX47J2 AM	\$8.58	ALEX GERONSIN
10/22/2020	10/26/2020	MENARDS OAKDALE MN	\$52.24	TAMARA HAYS
10/23/2020	10/26/2020	MENARDS OAKDALE MN	(\$13.45)	TAMARA HAYS
11/03/2020	11/04/2020	TARGET 00011858	\$9.65	GARY HINNENKAMP
10/27/2020	10/28/2020	DALCO ENTERPRISES	\$105.32	DAVID JAHN
10/28/2020	10/29/2020	DALCO ENTERPRISES	\$253.61	DAVID JAHN
10/29/2020	10/29/2020	AMZN MKTP US*2T5F75RS2	\$582.00	DAVID JAHN
11/04/2020	11/05/2020	DALCO ENTERPRISES	\$316.99	DAVID JAHN
11/04/2020	11/05/2020	AMZN MKTP US*287A10MM0	\$77.60	DAVID JAHN
10/28/2020	10/29/2020	SQ *THE MYERS-BRIGGS COMP	\$599.40	LOIS KNUTSON
11/03/2020	11/04/2020	SHRED-IT USA LLC	\$369.04	LOIS KNUTSON
11/01/2020	11/02/2020	AMZN MKTP US*287HR5A50	\$367.61	JASON KUCHENMEISTER
10/28/2020	10/30/2020	KREMER SERVICES	\$386.40	STEVE LUKIN
10/30/2020	11/02/2020	ASPEN MILLS	\$269.50	STEVE LUKIN
10/30/2020	11/02/2020	ASPEN MILLS	\$6,741.60	STEVE LUKIN

10/31/2020	11/02/2020	AIRGAS USA, LLC	\$351.74	STEVE LUKIN
11/01/2020	11/02/2020	AIRGAS USA, LLC	\$71.90	STEVE LUKIN
11/01/2020	11/02/2020	AIRGAS USA, LLC	\$93.08	STEVE LUKIN
11/03/2020	11/04/2020	LOCKSMITH WWW.KEY.ME	\$7.49	STEVE LUKIN
11/03/2020	11/04/2020	COMCAST CABLE COMM	\$2.25	STEVE LUKIN
11/04/2020	11/04/2020	EB MAHCO-FALL VIRTUAL	\$33.46	MIKE MARTIN
10/22/2020	10/26/2020	BOUND TREE MEDICAL LLC	\$187.55	MICHAEL MONDOR
10/22/2020	10/26/2020	BOUND TREE MEDICAL LLC	\$230.21	MICHAEL MONDOR
10/25/2020	10/27/2020	BOUND TREE MEDICAL LLC	\$396.06	MICHAEL MONDOR
10/28/2020	10/30/2020	EVEREST EMERGENCY VEHICLE	\$16.68	MICHAEL MONDOR
10/28/2020	10/30/2020	OFFICEMAX/DEPOT 6164	\$26.27	MICHAEL MONDOR
11/02/2020	11/02/2020	PERRLA LLC	\$49.95	MICHAEL MONDOR
10/23/2020	10/26/2020	CINTAS CORP	\$73.95	BRYAN NAGEL
10/23/2020	10/26/2020	BOUND TREE MEDICAL LLC	\$22.00	KENNETH POWERS
10/26/2020	10/27/2020	TRI-STATE BOBCAT	\$434.03	STEVEN PRIEM
10/26/2020	10/28/2020	ZARNOTH BRUSH WORKS INC	\$3,046.80	STEVEN PRIEM
10/27/2020	10/28/2020	0391-AUTOPLUS	\$72.30	STEVEN PRIEM
10/28/2020	10/29/2020	FASTENAL COMPANY 01MNT11	\$29.74	STEVEN PRIEM
10/28/2020	10/29/2020	0391-AUTOPLUS	\$94.98	STEVEN PRIEM
10/28/2020	10/29/2020	0391-AUTOPLUS	\$123.43	STEVEN PRIEM
10/28/2020	10/30/2020	AN FORD WHITE BEAR LAK	\$67.18	STEVEN PRIEM
10/29/2020	10/30/2020	POMP S TIRE #021	\$424.08	STEVEN PRIEM
10/30/2020	11/02/2020	METRO PRODUCTS INC	\$261.72	STEVEN PRIEM
10/30/2020	11/02/2020	TRI-STATE BOBCAT	\$193.76	STEVEN PRIEM
11/02/2020	11/04/2020	WHEELCO BRAKE &SUPPLY	\$18.95	STEVEN PRIEM
11/03/2020	11/04/2020	TRI-STATE BOBCAT	(\$193.76)	STEVEN PRIEM
11/03/2020	11/04/2020	0391-AUTOPLUS	\$249.13	STEVEN PRIEM
11/03/2020	11/04/2020	TRI-STATE BOBCAT	\$166.85	STEVEN PRIEM
11/03/2020	11/05/2020	DELEGARD TOOL COMPANY	\$44.62	STEVEN PRIEM
11/04/2020	11/05/2020	FLEET FARM 2700	\$28.89	STEVEN PRIEM
11/05/2020	11/06/2020	POMP S TIRE #021	\$1,468.47	STEVEN PRIEM
11/05/2020	11/06/2020	FACTORY MTR PTS #19	\$243.48	STEVEN PRIEM
11/04/2020	11/05/2020	4IMPRINT	\$863.32	TERRIE RAMEAUX
11/04/2020	11/06/2020	MINNESOTA OCCUPATIONAL HE	\$486.00	TERRIE RAMEAUX
11/04/2020	11/06/2020	MINNESOTA OCCUPATIONAL HE	\$467.70	TERRIE RAMEAUX
11/04/2020	11/06/2020	MINNESOTA OCCUPATIONAL HE	\$1,176.00	TERRIE RAMEAUX
10/22/2020	10/26/2020	ZAGG INC	\$7.99	MICHAEL RENNER
10/30/2020	11/02/2020	ON SITE SANITATION INC	\$2,058.87	AUDRA ROBBINS
11/04/2020	11/05/2020	CINTAS CORP	\$64.59	AUDRA ROBBINS
10/26/2020	10/27/2020	INTERNATION	\$984.00	MIKE SABLE
10/24/2020	10/26/2020	CINTAS CORP	\$45.12	SCOTT SCHULTZ
10/24/2020	10/26/2020	CINTAS CORP	\$263.39	SCOTT SCHULTZ
10/28/2020	10/29/2020	CINTAS CORP	\$129.63	SCOTT SCHULTZ
10/28/2020	10/29/2020	CINTAS CORP	\$55.42	SCOTT SCHULTZ
10/28/2020	10/29/2020	CINTAS CORP	\$19.04	SCOTT SCHULTZ
10/28/2020	10/29/2020	CINTAS CORP	\$36.55	SCOTT SCHULTZ
11/04/2020	11/05/2020	CINTAS CORP	\$18.51	SCOTT SCHULTZ
11/04/2020	11/05/2020	CINTAS CORP	\$39.10	SCOTT SCHULTZ
11/04/2020	11/05/2020	CINTAS CORP	\$102.07	SCOTT SCHULTZ
11/04/2020	11/05/2020	CINTAS CORP	\$19.04	SCOTT SCHULTZ
11/02/2020	11/04/2020	OFFICE DEPOT #1090	\$51.35	STEPHANIE SHEA
10/29/2020	10/30/2020	FACEBK 6BA43XNBC2	\$35.00	JOE SHEERAN
10/22/2020	10/26/2020	TREES FOR LESS-O-SUN CO.	\$311.86	MICHAEL SHORTREED
10/30/2020	11/02/2020	MINNESOTA STATE COLLEGES	\$750.00	MICHAEL SHORTREED
10/30/2020	11/02/2020	MINNESOTA STATE COLLEGES	\$750.00	MICHAEL SHORTREED
11/02/2020	11/04/2020	BLINDS.COM #2150	\$302.86	MICHAEL SHORTREED
11/03/2020	11/04/2020	SAFELITE AUTOGLASS	\$664.58	MICHAEL SHORTREED

11/05/2020	11/06/2020	SMARTSIGN	\$37.13	MICHAEL SHORTREED
11/02/2020	11/04/2020	MICHAELS MAPLEWOOD BAKERY	\$36.00	ANDREA SINDT
10/26/2020	10/28/2020	AXON	\$2,887.32	JOSEPH STEINER
10/27/2020	10/28/2020	CKE*TIPSY CHICKEN 1347	\$22.34	JOSEPH STEINER
11/03/2020	11/04/2020	INTER ASSOC AT INV	\$55.00	JOSEPH STEINER
11/04/2020	11/05/2020	TMOBILE*LAW RELATION	\$102.00	JOSEPH STEINER
11/05/2020	11/06/2020	WAVE - *ONTARGET SOLUTION	\$250.00	JOSEPH STEINER
10/29/2020	10/30/2020	NAPA STORE 3279016	\$32.20	JEFF WILBER
10/23/2020	10/26/2020	BOUND TREE MEDICAL LLC	\$72.90	ERIC ZAPPA
10/26/2020	10/28/2020	BOUND TREE MEDICAL LLC	\$413.25	ERIC ZAPPA
11/03/2020	11/05/2020	BOUND TREE MEDICAL LLC	\$100.74	ERIC ZAPPA

\$47,171.52

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	11/13/20	ABRAMS, MARYLEE	560.80	
	11/13/20	JUENEMANN, KATHLEEN	493.60	
	11/13/20	KNUTSON, WILLIAM	493.60	
	11/13/20	NEBLETT, SYLVIA	493.60	
	11/13/20	SMITH, BRYAN	493.60	
	11/13/20	COLEMAN, MELINDA	6,835.20	
	11/13/20	KNUTSON, LOIS	3,403.96	
	11/13/20	SABLE, MICHAEL	5,335.59	
	11/13/20	CHRISTENSON, SCOTT	2,440.84	
	11/13/20	DOUGLASS, TOM	2,582.76	
	11/13/20	JAHN, DAVID	2,569.88	
	11/13/20	HERZOG, LINDSAY	2,327.75	
	11/13/20	RAMEAUX, THERESE	3,766.83	
	11/13/20	DEBILZAN, JUDY	2,590.50	
	11/13/20	OSWALD, BRENDA	2,792.02	
	11/13/20	PAULSETH, ELLEN	5,912.55	
	11/13/20	RUEB, JOSEPH	4,596.11	
	11/13/20	ARNOLD, AJLA	2,293.82	
	11/13/20	BEGGS, REGAN	2,314.59	
	11/13/20	COLE, DEBORAH	3,726.33	
	11/13/20	DAHL, LOLA	1,224.00	
	11/13/20	EVANS, CHRISTINE	2,319.20	
	11/13/20	LARSON, MICHELLE	2,398.40	81.51
	11/13/20	SINDT, ANDREA	3,941.09	
	11/13/20	ABRAHAM, JOSHUA	2,685.79	
	11/13/20	AMAH-CLARKE, ALFREDA	1,677.20	
	11/13/20	HANSON, MELISSA	2,048.00	
	11/13/20	HOCKBEIN, JUDY	1,090.40	
	11/13/20	KRAMER, PATRICIA	1,280.75	
	11/13/20	MOY, PAMELA	2,045.98	
	11/13/20	OLSON, THOMAS	1,856.00	
	11/13/20	OSTER, ANDREA	2,323.82	
	11/13/20	VITT, JULIANNE	1,344.03	
	11/13/20	WEAVER, KRISTINE	3,499.77	
	11/13/20	WINKELMAN, JULIA	1,072.34	
	11/13/20	BJORNSTAD, MYRON	354.00	
	11/13/20	JOHANNESSEN, JUDITH	384.00	
	11/13/20	MAHRE, GERALDINE	601.25	
	11/13/20	WALKER, MARGARET	592.00	
	11/13/20	ABDI, DAUD	4,453.08	2,109.82
	11/13/20	ABEL, CLINT	321.67	
	11/13/20	ALDRIDGE, MARK	3,686.38	
	11/13/20	ARBOGAST, JOSEPH	2,287.87	
	11/13/20	BAKKE, LONN	3,882.48	
	11/13/20	BELDE, STANLEY	4,326.73	369.25
	11/13/20	BENJAMIN, MARKESE	3,819.64	
	11/13/20	BERGERON, ASHLEY	3,692.39	
	11/13/20	BIERDEMAN, BRIAN	4,893.22	
	11/13/20	BROWN, RAE	2,287.87	
	11/13/20	BURT-MCGREGOR, EMILY	3,568.94	

11/13/20	BUSACK, DANIEL	4,893.22	
11/13/20	COLEMAN, ALEXANDRA	3,272.73	
11/13/20	CONDON, MITCHELL	3,107.26	
11/13/20	CRUZ, TREANA	535.05	
11/13/20	DEMULLING, JOSEPH	5,367.43	
11/13/20	DUGAS, MICHAEL	4,378.49	
11/13/20	FISHER, CASSANDRA	2,702.59	
11/13/20	FORSYTHE, MARCUS	3,932.53	
11/13/20	FRITZE, DEREK	5,573.05	
11/13/20	GABRIEL, ANTHONY	5,398.30	
11/13/20	GEISELHART, BENJAMIN	2,343.26	
11/13/20	HAWKINSON JR, TIMOTHY	3,730.59	
11/13/20	HELLE, KERRY	4,839.20	
11/13/20	HENDRICKS, JENNIFER	2,089.60	
11/13/20	HER, PHENG	3,947.63	
11/13/20	HOEMKE, MICHAEL	331.03	
11/13/20	JOHNSON, KEVIN	5,069.91	666.38
11/13/20	KANDA, MADELINE	2,439.93	
11/13/20	KHAREL, RAM	348.00	
11/13/20	KIM, WINSTON	2,354.13	
11/13/20	KONG, TOMMY	3,686.38	
11/13/20	KORAN, MARIE	2,103.39	
11/13/20	KROLL, BRETT	3,653.52	
11/13/20	KUCHENMEISTER, JASON	1,962.12	
11/13/20	LANGNER, TODD	4,155.51	202.47
11/13/20	LENERTZ, NICHOLAS	2,956.10	
11/13/20	LOPEZ, ARTURO	261.00	
11/13/20	LYNCH, KATHERINE	3,515.90	
11/13/20	MARINO, JASON	3,924.62	
11/13/20	MCCARTY, GLEN	4,276.49	
11/13/20	MCKENZIE, JONATHAN	232.00	
11/13/20	MICHELETTI, BRIAN	3,593.33	
11/13/20	MURRAY, RACHEL	3,695.76	
11/13/20	NADEAU, SCOTT	5,992.05	
11/13/20	NYE, MICHAEL	4,756.77	
11/13/20	OLSON, JULIE	4,101.00	
11/13/20	PARKER, JAMES	3,787.01	
11/13/20	PEREZ, GUSTAVO	3,503.45	
11/13/20	PETERS, DANIEL	3,395.95	
11/13/20	SALCHOW, CONNOR	2,792.66	
11/13/20	SHEA, STEPHANIE	2,225.79	
11/13/20	SHORTREED, MICHAEL	5,157.79	
11/13/20	SPARKS, NICOLLE	2,780.57	
11/13/20	STARKEY, ROBERT	3,494.25	
11/13/20	STEINER, JOSEPH	4,458.92	
11/13/20	STOCK, AUBREY	2,725.67	
11/13/20	SWETALA, NOAH	2,670.11	
11/13/20	TAUZELL, BRIAN	4,948.66	321.50
11/13/20	THAO, JAY	387.88	
11/13/20	THIENES, PAUL	4,378.49	
11/13/20	WENZEL, JAY	3,719.38	
11/13/20	WIETHORN, AMANDA	3,576.98	
11/13/20	XIONG, KAO	3,720.99	
11/13/20	XIONG, TUOYER	3,258.35	
11/13/20	ZAPPA, ANDREW	3,532.75	
11/13/20	BARRETTE, CHARLES	3,280.46	
11/13/20	BAUMAN, ANDREW	3,308.29	
11/13/20	BEITLER, NATHAN	3,037.43	
11/13/20	CAMPBELL, MACLANE	406.00	
11/13/20	CONWAY, SHAWN	4,258.86	
11/13/20	CRAWFORD JR, RAYMOND	3,925.61	

11/13/20	CRUMMY, CHARLES	2,959.99	
11/13/20	DABRUZZI, THOMAS	3,751.34	
11/13/20	DANLEY, NICHOLAS	2,990.66	
11/13/20	DAVISON, BRADLEY	3,615.23	
11/13/20	DAWSON, RICHARD	3,940.12	
11/13/20	HAGEN, MICHAEL	2,959.99	
11/13/20	HALWEG, JODI	3,566.60	
11/13/20	HAWTHORNE, ROCHELLE	3,328.63	
11/13/20	KUBAT, ERIC	3,831.45	
11/13/20	LANDER, CHARLES	3,280.46	
11/13/20	LO, CHING	1,495.56	
11/13/20	LUKIN, STEVEN	5,667.35	
11/13/20	MALESKI, MICHAEL	2,949.06	
11/13/20	MARTIN, MICHAEL	2,801.00	
11/13/20	MCGEE, BRADLEY	3,018.80	
11/13/20	MERKATORIS, BRETT	3,190.78	
11/13/20	MONDOR, MICHAEL	5,474.97	
11/13/20	NEILY, STEVEN	2,998.71	
11/13/20	NIELSEN, KENNETH	2,959.99	
11/13/20	NOVAK, JEROME	3,427.14	
11/13/20	POWERS, KENNETH	4,699.80	
11/13/20	SEDLACEK, JEFFREY	3,997.86	
11/13/20	STREFF, MICHAEL	4,042.17	
11/13/20	WARDELL, JORDAN	3,796.58	
11/13/20	ZAPPA, ERIC	4,266.93	
11/13/20	CORTESI, LUANNE	2,316.89	
11/13/20	JANASZAK, MEGHAN	534.36	
11/13/20	BRINK, TROY	2,903.50	
11/13/20	BUCKLEY, BRENT	3,116.17	
11/13/20	EDGE, DOUGLAS	2,696.92	
11/13/20	JONES, DONALD	2,672.62	
11/13/20	MEISSNER, BRENT	2,636.00	
11/13/20	MLODZIK, JASON	2,076.89	
11/13/20	NAGEL, BRYAN	4,631.80	
11/13/20	OSWALD, ERICK	2,660.92	
11/13/20	RUNNING, ROBERT	2,903.50	
11/13/20	TEVLIN, TODD	2,666.81	
11/13/20	ZAHNOW, LANCE	2,059.39	
11/13/20	BURLINGAME, NATHAN	3,278.40	
11/13/20	DUCHARME, JOHN	3,343.02	
11/13/20	ENGSTROM, ANDREW	3,365.90	
11/13/20	JAROSCH, JONATHAN	4,508.31	
11/13/20	LINDBLOM, RANDAL	3,343.02	
11/13/20	LOVE, STEVEN	5,850.67	
11/13/20	STRONG, TYLER	3,032.00	
11/13/20	ZIEMAN, SCOTT	48.00	
11/13/20	HAYS, TAMARA	2,521.84	
11/13/20	HINNENKAMP, GARY	3,329.42	
11/13/20	NAUGHTON, JOHN	2,638.30	
11/13/20	ORE, JORDAN	2,582.49	
11/13/20	SAKRY, JASON	2,394.49	
11/13/20	STOKES, KAL	2,031.50	
11/13/20	JOHNSON, ELIZABETH	2,340.99	
11/13/20	JOHNSON, RANDY	4,322.40	
11/13/20	KROLL, LISA	2,319.20	
11/13/20	KUCHENMEISTER, GINA	2,285.60	
11/13/20	THOMSON, JEFFREY	5,145.50	
11/13/20	FINWALL, SHANN	3,972.30	
11/13/20	MARTIN, MIKE	4,221.93	
11/13/20	DREWRY, SAMANTHA	2,885.79	
11/13/20	WEIDNER, JAMES	7,263.01	5,339.00

11/13/20	WESTLUND, RONALD	3,115.59
11/13/20	WELLENS, MOLLY	3,326.96
11/13/20	REININGER, RUSSELL	2,623.39
11/13/20	BRENEMAN, NEIL	3,272.61
11/13/20	ROBBINS, AUDRA	4,817.58
11/13/20	BERGO, CHAD	3,785.10
11/13/20	SCHMITZ, KEVIN	2,384.50
11/13/20	SHEERAN JR, JOSEPH	4,111.24
11/13/20	ADAMS, DAVID	3,196.53
11/13/20	HAAG, MARK	2,905.81
11/13/20	JENSEN, JOSEPH	2,661.73
11/13/20	SCHULTZ, SCOTT	4,601.89
11/13/20	WILBER, JEFFREY	2,708.25
11/13/20	PRIEM, STEVEN	2,965.41
11/13/20	WOEHRLE, MATTHEW	2,729.03
11/13/20	XIONG, BOON	2,521.69
11/13/20	FOWLDS, MYCHAL	4,900.18
11/13/20	FRANZEN, NICHOLAS	4,828.32
11/13/20	GERONSIN, ALEXANDER	2,806.16
11/13/20	RENNER, MICHAEL	3,148.40
		595,555.78

Check Register
City of Maplewood

11/10/2020

Check	Date	Vendor	Description	Amount	
106623	11/13/2020	05552	THEODORE ANDERSON	ELECTION TRAINING, PRIMARY, GENERAL	362.50
	11/13/2020	05552	THEODORE ANDERSON	ELECTION JUDGE COVID PAY	145.00
106624	11/13/2020	04600	DAVID BEDOR	ELECTION TRAINING, PRIMARY, GENERAL	560.00
	11/13/2020	04600	DAVID BEDOR	ELECTION JUDGE COVID PAY	160.00
106625	11/13/2020	04556	DONITA BOLDEN	ELECTION TRAINING, PRIMARY, GENERAL	481.00
	11/13/2020	04556	DONITA BOLDEN	ELECTION JUDGE COVID PAY	148.00
106626	11/13/2020	06170	MARY CARLIN	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06170	MARY CARLIN	ELECTION JUDGE COVID PAY	76.00
106627	11/13/2020	04606	ANN CLELAND	ELECTION TRAINING, PRIMARY, GENERAL	150.00
	11/13/2020	04606	ANN CLELAND	ELECTION JUDGE COVID PAY	60.00
106628	11/13/2020	05401	CHARLENE DICKERSON	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	05401	CHARLENE DICKERSON	ELECTION JUDGE COVID PAY	120.00
106629	11/13/2020	06174	RACHEL DITTLI	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06174	RACHEL DITTLI	ELECTION JUDGE COVID PAY	76.00
106630	11/13/2020	06175	MICHELLE DOHERTY	ELECTION TRAINING, PRIMARY, GENERAL	40.00
	11/13/2020	06175	MICHELLE DOHERTY	ELECTION JUDGE COVID PAY	16.00
106631	11/13/2020	05953	JOHN EADS	ELECTION TRAINING, PRIMARY, GENERAL	150.00
	11/13/2020	05953	JOHN EADS	ELECTION JUDGE COVID PAY	60.00
106632	11/13/2020	06177	DEAN FRITSCHKE	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06177	DEAN FRITSCHKE	ELECTION JUDGE COVID PAY	76.00
106633	11/13/2020	05553	BARBARA FUNK	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	05553	BARBARA FUNK	ELECTION JUDGE COVID PAY	120.00
106634	11/13/2020	05954	LINDA A GOEPPINGER	ELECTION TRAINING, PRIMARY, GENERAL	150.00
	11/13/2020	05954	LINDA A GOEPPINGER	ELECTION JUDGE COVID PAY	60.00
106635	11/13/2020	06178	AMY GRAF	ELECTION TRAINING, PRIMARY, GENERAL	170.00
	11/13/2020	06178	AMY GRAF	ELECTION JUDGE COVID PAY	68.00
106636	11/13/2020	06179	RONALD GRAF	ELECTION TRAINING, PRIMARY, GENERAL	170.00
	11/13/2020	06179	RONALD GRAF	ELECTION JUDGE COVID PAY	68.00
106637	11/13/2020	05687	DAVID GREFE	ELECTION TRAINING, PRIMARY, GENERAL	302.50
	11/13/2020	05687	DAVID GREFE	ELECTION JUDGE COVID PAY	121.00
106638	11/13/2020	04648	MICHAEL HAFNER	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	04648	MICHAEL HAFNER	ELECTION JUDGE COVID PAY	120.00
106639	11/13/2020	05247	MARY M HARDER	ELECTION TRAINING, PRIMARY, GENERAL	195.00
	11/13/2020	05247	MARY M HARDER	ELECTION JUDGE COVID PAY	60.00
106640	11/13/2020	06183	LISA HEILLE	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06183	LISA HEILLE	ELECTION JUDGE COVID PAY	76.00
106641	11/13/2020	05555	JEAN HEININGER	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	05555	JEAN HEININGER	ELECTION JUDGE COVID PAY	120.00
106642	11/13/2020	06095	PAMELA J HODGES	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	06095	PAMELA J HODGES	ELECTION JUDGE COVID PAY	120.00
106643	11/13/2020	04655	JEANETTE HULET	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	04655	JEANETTE HULET	ELECTION JUDGE COVID PAY	120.00
106644	11/13/2020	06096	CHRISTINE M JACOBSON	ELECTION TRAINING, PRIMARY, GENERAL	305.00
	11/13/2020	06096	CHRISTINE M JACOBSON	ELECTION JUDGE COVID PAY	122.00
106645	11/13/2020	06173	DEMONE JASON	ELECTION TRAINING, PRIMARY, GENERAL	210.00
	11/13/2020	06173	DEMONE JASON	ELECTION JUDGE COVID PAY	84.00
106646	11/13/2020	06105	KATHLEEN JENSEN	ELECTION TRAINING, PRIMARY, GENERAL	325.00
	11/13/2020	06105	KATHLEEN JENSEN	ELECTION JUDGE COVID PAY	130.00
106647	11/13/2020	05693	ROBERT JOHNSON	ELECTION TRAINING, PRIMARY, GENERAL	297.50
	11/13/2020	05693	ROBERT JOHNSON	ELECTION JUDGE COVID PAY	85.00
106648	11/13/2020	06185	GWENDOLYN JONES	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06185	GWENDOLYN JONES	ELECTION JUDGE COVID PAY	76.00
106649	11/13/2020	06097	TERRI JONES	ELECTION TRAINING, PRIMARY, GENERAL	302.50
106649	11/13/2020	06097	TERRI JONES	ELECTION JUDGE COVID PAY	121.00
106650	11/13/2020	06186	SHARON KARALUS	ELECTION TRAINING, PRIMARY, GENERAL	190.00

G1, Attachments

	11/13/2020	06186	SHARON KARALUS	ELECTION JUDGE COVID PAY	76.00
106651	11/13/2020	05695	PETE KOEGEL	ELECTION TRAINING, PRIMARY, GENERAL	644.00
	11/13/2020	05695	PETE KOEGEL	ELECTION JUDGE COVID PAY	184.00
106652	11/13/2020	06098	KAREN E KOHLMAN	ELECTION TRAINING, PRIMARY, GENERAL	150.00
	11/13/2020	06098	KAREN E KOHLMAN	ELECTION JUDGE COVID PAY	60.00
106653	11/13/2020	05408	JOHN P KREBSBACH	ELECTION TRAINING, PRIMARY, GENERAL	416.00
	11/13/2020	05408	JOHN P KREBSBACH	ELECTION JUDGE COVID PAY	128.00
106654	11/13/2020	05957	THOMAS LABARRE	ELECTION TRAINING, PRIMARY, GENERAL	520.00
	11/13/2020	05957	THOMAS LABARRE	ELECTION JUDGE COVID PAY	160.00
106655	11/13/2020	06188	JEFFREY LEECH	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06188	JEFFREY LEECH	ELECTION JUDGE COVID PAY	76.00
106656	11/13/2020	06189	NEAL LEWIS	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06189	NEAL LEWIS	ELECTION JUDGE COVID PAY	76.00
106657	11/13/2020	05585	SANDRA LEWIS	ELECTION TRAINING, PRIMARY, GENERAL	315.00
	11/13/2020	05585	SANDRA LEWIS	ELECTION JUDGE COVID PAY	126.00
106658	11/13/2020	06190	VIRGINIA LYNCH	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06190	VIRGINIA LYNCH	ELECTION JUDGE COVID PAY	76.00
106659	11/13/2020	06191	BONNIE MCCABE	ELECTION TRAINING, PRIMARY, GENERAL	195.00
	11/13/2020	06191	BONNIE MCCABE	ELECTION JUDGE COVID PAY	78.00
106660	11/13/2020	04698	JOHN MCCANN	ELECTION TRAINING, PRIMARY, GENERAL	360.00
	11/13/2020	04698	JOHN MCCANN	ELECTION JUDGE COVID PAY	144.00
106661	11/13/2020	06194	JILL NADEAU	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06194	JILL NADEAU	ELECTION JUDGE COVID PAY	76.00
106662	11/13/2020	04715	ANN NORBERG	ELECTION TRAINING, PRIMARY, GENERAL	305.00
	11/13/2020	04715	ANN NORBERG	ELECTION JUDGE COVID PAY	122.00
106663	11/13/2020	06195	ERIKA NORDIN	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06195	ERIKA NORDIN	ELECTION JUDGE COVID PAY	76.00
106664	11/13/2020	04717	D WILLIAM O'BRIEN	ELECTION TRAINING, PRIMARY, GENERAL	476.00
	11/13/2020	04717	D WILLIAM O'BRIEN	ELECTION JUDGE COVID PAY	136.00
106665	11/13/2020	06196	LINDA OLSON	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06196	LINDA OLSON	ELECTION JUDGE COVID PAY	76.00
106666	11/13/2020	06197	CHERYL PASQUARELLA	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06197	CHERYL PASQUARELLA	ELECTION JUDGE COVID PAY	76.00
106667	11/13/2020	06198	LAURIE PEREZ	ELECTION TRAINING, PRIMARY, GENERAL	192.50
	11/13/2020	06198	LAURIE PEREZ	ELECTION JUDGE COVID PAY	77.00
106668	11/13/2020	05958	NINA POTTER	ELECTION TRAINING, PRIMARY, GENERAL	302.50
	11/13/2020	05958	NINA POTTER	ELECTION JUDGE COVID PAY	121.00
106669	11/13/2020	05141	SHELLY ANN PUTZ	ELECTION TRAINING, PRIMARY, GENERAL	474.50
	11/13/2020	05141	SHELLY ANN PUTZ	ELECTION JUDGE COVID PAY	146.00
106670	11/13/2020	05142	STEVEN L. PUTZ	ELECTION TRAINING, PRIMARY, GENERAL	504.00
	11/13/2020	05142	STEVEN L. PUTZ	ELECTION JUDGE COVID PAY	144.00
106671	11/13/2020	06199	MARY ANN RENNER	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06199	MARY ANN RENNER	ELECTION JUDGE COVID PAY	76.00
106672	11/13/2020	05420	TERESA M ROSSBACH	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	05420	TERESA M ROSSBACH	ELECTION JUDGE COVID PAY	120.00
106673	11/13/2020	05720	ROBERT ROZMARYNOWSKI	ELECTION TRAINING, PRIMARY, GENERAL	560.00
	11/13/2020	05720	ROBERT ROZMARYNOWSKI	ELECTION JUDGE COVID PAY	160.00
	11/13/2020	05720	ROBERT ROZMARYNOWSKI	ELECTION JUDGE MILEAGE	1.73
106674	11/13/2020	05721	CRYSTAL RYGG	ELECTION TRAINING, PRIMARY, GENERAL	305.00
	11/13/2020	05721	CRYSTAL RYGG	ELECTION JUDGE COVID PAY	122.00
106675	11/13/2020	05144	WARREN H. SANDS	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	05144	WARREN H. SANDS	ELECTION JUDGE COVID PAY	120.00
106676	11/13/2020	06200	MARYANN SCHAEFER	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06200	MARYANN SCHAEFER	ELECTION JUDGE COVID PAY	76.00
106677	11/13/2020	06201	THOMAS SCHAEFER	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06201	THOMAS SCHAEFER	ELECTION JUDGE COVID PAY	76.00
106678	11/13/2020	05725	FLORENCE SPRAGUE	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	05725	FLORENCE SPRAGUE	ELECTION JUDGE COVID PAY	120.00
106679	11/13/2020	04748	JUDITH STEENBERG	ELECTION TRAINING, PRIMARY, GENERAL	195.00
	11/13/2020	04748	JUDITH STEENBERG	ELECTION JUDGE COVID PAY	78.00
106680	11/13/2020	05352	CHRISTOPHER SWANSON	ELECTION TRAINING, PRIMARY, GENERAL	303.75
	11/13/2020	05352	CHRISTOPHER SWANSON	ELECTION JUDGE COVID PAY	81.00
	11/13/2020	05352	CHRISTOPHER SWANSON	ELECTION JUDGE MILEAGE	59.80

106681	11/13/2020	06203	GLORIA TURNER	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06203	GLORIA TURNER	ELECTION JUDGE COVID PAY	76.00
106682	11/13/2020	06208	RONALD VIRNALA	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06208	RONALD VIRNALA	ELECTION JUDGE COVID PAY	76.00
106683	11/13/2020	06210	MELISSA WALKER	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06210	MELISSA WALKER	ELECTION JUDGE COVID PAY	76.00
106684	11/13/2020	06212	PAULA WELTE	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06212	PAULA WELTE	ELECTION JUDGE COVID PAY	76.00
106685	11/13/2020	06215	ALICIA AUBART	ELECTION TRAINING, PRIMARY, GENERAL	172.50
	11/13/2020	06215	ALICIA AUBART	ELECTION JUDGE COVID PAY	69.00
106686	11/13/2020	06166	ROBERT BAAS	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06166	ROBERT BAAS	ELECTION JUDGE COVID PAY	76.00
106687	11/13/2020	06167	KRISTINE BERGK	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06167	KRISTINE BERGK	ELECTION JUDGE COVID PAY	76.00
106688	11/13/2020	06168	STEPHANIE BORSCHIED	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06168	STEPHANIE BORSCHIED	ELECTION JUDGE COVID PAY	76.00
106689	11/13/2020	05129	RICHARD A. BRANDON	ELECTION TRAINING, PRIMARY, GENERAL	330.00
	11/13/2020	05129	RICHARD A. BRANDON	ELECTION JUDGE COVID PAY	132.00
106690	11/13/2020	05130	VIRGINIA M. BRANDON	ELECTION TRAINING, PRIMARY, GENERAL	494.00
	11/13/2020	05130	VIRGINIA M. BRANDON	ELECTION JUDGE COVID PAY	152.00
106691	11/13/2020	06169	THOMAS BROCKWAY	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06169	THOMAS BROCKWAY	ELECTION JUDGE COVID PAY	76.00
106692	11/13/2020	04607	EDWARD COMBE	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	04607	EDWARD COMBE	ELECTION JUDGE COVID PAY	76.00
106693	11/13/2020	06171	KENDALL COOK	ELECTION TRAINING, PRIMARY, GENERAL	195.00
	11/13/2020	06171	KENDALL COOK	ELECTION JUDGE COVID PAY	78.00
	11/13/2020	06171	KENDALL COOK	ELECTION JUDGE MILEAGE	8.05
106694	11/13/2020	06172	MEGAN DANIELSON	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06172	MEGAN DANIELSON	ELECTION JUDGE COVID PAY	76.00
106695	11/13/2020	04613	HELEN JEAN DICKSON	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	04613	HELEN JEAN DICKSON	ELECTION JUDGE COVID PAY	120.00
106696	11/13/2020	05133	ALBIN S. DITTLI	ELECTION TRAINING, PRIMARY, GENERAL	476.00
	11/13/2020	05133	ALBIN S. DITTLI	ELECTION JUDGE COVID PAY	136.00
106697	11/13/2020	06176	GAIL FELLMAN	ELECTION TRAINING, PRIMARY, GENERAL	355.00
	11/13/2020	06176	GAIL FELLMAN	ELECTION JUDGE COVID PAY	142.00
106698	11/13/2020	04635	MARY KATHERINE FULLER	ELECTION TRAINING, PRIMARY, GENERAL	310.00
	11/13/2020	04635	MARY KATHERINE FULLER	ELECTION JUDGE COVID PAY	124.00
106699	11/13/2020	04644	DIANE GOLASKI	ELECTION TRAINING, PRIMARY, GENERAL	721.00
	11/13/2020	04644	DIANE GOLASKI	ELECTION JUDGE COVID PAY	206.00
	11/13/2020	04644	DIANE GOLASKI	ELECTION JUDGE MILEAGE & PHONE	9.77
	11/13/2020	04644	DIANE GOLASKI	ELECTION JUDGE MILEAGE & PHONE	9.77
106700	11/13/2020	06216	DELL GROOT	ELECTION TRAINING, PRIMARY, GENERAL	172.50
	11/13/2020	06216	DELL GROOT	ELECTION JUDGE COVID PAY	69.00
106701	11/13/2020	05294	SANDRA HAHN	ELECTION TRAINING, PRIMARY, GENERAL	150.00
	11/13/2020	05294	SANDRA HAHN	ELECTION JUDGE COVID PAY	60.00
106702	11/13/2020	06180	LINDA HAMPER	ELECTION TRAINING, PRIMARY, GENERAL	340.00
	11/13/2020	06180	LINDA HAMPER	ELECTION JUDGE COVID PAY	136.00
106703	11/13/2020	05690	LISA R HANSFORD	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	05690	LISA R HANSFORD	ELECTION JUDGE COVID PAY	76.00
106704	11/13/2020	06181	MARK HARRIS	ELECTION TRAINING, PRIMARY, GENERAL	170.00
	11/13/2020	06181	MARK HARRIS	ELECTION JUDGE COVID PAY	68.00
106705	11/13/2020	06182	DENNIS HAYDEN	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06182	DENNIS HAYDEN	ELECTION JUDGE COVID PAY	76.00
106706	11/13/2020	06184	DEBRA HOFFMANN	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06184	DEBRA HOFFMANN	ELECTION JUDGE COVID PAY	76.00
106707	11/13/2020	05135	PATRICIA HUTH	ELECTION TRAINING, PRIMARY, GENERAL	305.00
	11/13/2020	05135	PATRICIA HUTH	ELECTION JUDGE COVID PAY	122.00
106708	11/13/2020	05136	RAYMOND L. HUTH	ELECTION TRAINING, PRIMARY, GENERAL	307.50
	11/13/2020	05136	RAYMOND L. HUTH	ELECTION JUDGE COVID PAY	123.00
106709	11/13/2020	05694	HOWARD JOHNSTON	ELECTION TRAINING, PRIMARY, GENERAL	450.00
	11/13/2020	05694	HOWARD JOHNSTON	ELECTION JUDGE COVID PAY	120.00
	11/13/2020	05694	HOWARD JOHNSTON	ELECTION JUDGE MILEAGE	35.65
106710	11/13/2020	05248	JUDY M KIPKA	ELECTION TRAINING, PRIMARY, GENERAL	300.00

	11/13/2020	05248	JUDY M KIPKA	ELECTION JUDGE COVID PAY	120.00
106711	11/13/2020	05696	CAROL KOSKINEN	ELECTION TRAINING, PRIMARY, GENERAL	300.00
	11/13/2020	05696	CAROL KOSKINEN	ELECTION JUDGE COVID PAY	120.00
106712	11/13/2020	04674	JACKIE KWAPICK	ELECTION TRAINING, PRIMARY, GENERAL	588.00
	11/13/2020	04674	JACKIE KWAPICK	ELECTION JUDGE COVID PAY	168.00
106713	11/13/2020	06187	PATRICIA LANDERS	ELECTION TRAINING, PRIMARY, GENERAL	340.00
	11/13/2020	06187	PATRICIA LANDERS	ELECTION JUDGE COVID PAY	136.00
106714	11/13/2020	04683	CLAUDETTE LEONARD	ELECTION TRAINING, PRIMARY, GENERAL	273.00
	11/13/2020	04683	CLAUDETTE LEONARD	ELECTION JUDGE COVID PAY	84.00
106715	11/13/2020	04690	LYDIA LUCAS	ELECTION TRAINING, PRIMARY, GENERAL	340.00
	11/13/2020	04690	LYDIA LUCAS	ELECTION JUDGE COVID PAY	136.00
106716	11/13/2020	06217	PATRICIA MARTINSON	ELECTION TRAINING, PRIMARY, GENERAL	342.50
	11/13/2020	06217	PATRICIA MARTINSON	ELECTION JUDGE COVID PAY	137.00
106717	11/13/2020	06192	KRISTINEA MEIER	ELECTION TRAINING, PRIMARY, GENERAL	340.00
	11/13/2020	06192	KRISTINEA MEIER	ELECTION JUDGE COVID PAY	136.00
106718	11/13/2020	06193	DORCAS MICHAELSON	ELECTION TRAINING, PRIMARY, GENERAL	340.00
	11/13/2020	06193	DORCAS MICHAELSON	ELECTION JUDGE COVID PAY	136.00
106719	11/13/2020	06219	STEVEN NELSON	ELECTION TRAINING, PRIMARY, GENERAL	195.00
	11/13/2020	06219	STEVEN NELSON	ELECTION JUDGE COVID PAY	78.00
106720	11/13/2020	04712	MIRANDA NICHOLS	ELECTION TRAINING, PRIMARY, GENERAL	396.50
	11/13/2020	04712	MIRANDA NICHOLS	ELECTION JUDGE COVID PAY	122.00
106721	11/13/2020	04718	ANITA OLSON	ELECTION TRAINING, PRIMARY, GENERAL	514.50
	11/13/2020	04718	ANITA OLSON	ELECTION JUDGE COVID PAY	147.00
106722	11/13/2020	04723	DIAN PARENT	ELECTION TRAINING, PRIMARY, GENERAL	546.00
	11/13/2020	04723	DIAN PARENT	ELECTION JUDGE COVID PAY	168.00
106723	11/13/2020	05712	JOHN PARNELL	ELECTION TRAINING, PRIMARY, GENERAL	305.00
	11/13/2020	05712	JOHN PARNELL	ELECTION JUDGE COVID PAY	122.00
	11/13/2020	05712	JOHN PARNELL	ELECTION JUDGE MILEAGE	7.76
106724	11/13/2020	05713	SUSAN PARNELL	ELECTION TRAINING, PRIMARY, GENERAL	315.00
	11/13/2020	05713	SUSAN PARNELL	ELECTION JUDGE COVID PAY	126.00
106725	11/13/2020	06100	ROBERTA A PINC	ELECTION TRAINING, PRIMARY, GENERAL	150.00
	11/13/2020	06100	ROBERTA A PINC	ELECTION JUDGE COVID PAY	60.00
106726	11/13/2020	06218	LEON PORTER	ELECTION TRAINING, PRIMARY, GENERAL	40.00
	11/13/2020	06218	LEON PORTER	ELECTION JUDGE COVID PAY	16.00
106727	11/13/2020	04729	VINCENT RODRIGUEZ	ELECTION TRAINING, PRIMARY, GENERAL	429.00
	11/13/2020	04729	VINCENT RODRIGUEZ	ELECTION JUDGE COVID PAY	132.00
106728	11/13/2020	05252	WILLIAM SCHMIDT	ELECTION TRAINING, PRIMARY, GENERAL	429.00
	11/13/2020	05252	WILLIAM SCHMIDT	ELECTION JUDGE COVID PAY	132.00
106729	11/13/2020	06202	PATRICIA SELBY	ELECTION TRAINING, PRIMARY, GENERAL	342.50
	11/13/2020	06202	PATRICIA SELBY	ELECTION JUDGE COVID PAY	137.00
106730	11/13/2020	04743	DELANEY SKAAR	ELECTION TRAINING, PRIMARY, GENERAL	474.50
	11/13/2020	04743	DELANEY SKAAR	ELECTION JUDGE COVID PAY	146.00
106731	11/13/2020	04744	SUSAN SKAAR	ELECTION TRAINING, PRIMARY, GENERAL	305.00
	11/13/2020	04744	SUSAN SKAAR	ELECTION JUDGE COVID PAY	122.00
106732	11/13/2020	05724	MARGARET SMITH	ELECTION TRAINING, PRIMARY, GENERAL	302.50
	11/13/2020	05724	MARGARET SMITH	ELECTION JUDGE COVID PAY	121.00
106733	11/13/2020	06220	AMBER SORENSON	ELECTION TRAINING, PRIMARY, GENERAL	40.00
	11/13/2020	06220	AMBER SORENSON	ELECTION JUDGE COVID PAY	16.00
106734	11/13/2020	04747	TIM STAFKI	ELECTION TRAINING, PRIMARY, GENERAL	511.00
	11/13/2020	04747	TIM STAFKI	ELECTION JUDGE COVID PAY	146.00
	11/13/2020	04747	TIM STAFKI	ELECTION JUDGE MILEAGE & PHONE	12.76
	11/13/2020	04747	TIM STAFKI	ELECTION JUDGE MILEAGE & PHONE	12.76
106735	11/13/2020	05726	MARY STRANDNESS	ELECTION TRAINING, PRIMARY, GENERAL	360.00
	11/13/2020	05726	MARY STRANDNESS	ELECTION JUDGE COVID PAY	144.00
106736	11/13/2020	04757	MICKI TSCHIDA	ELECTION TRAINING, PRIMARY, GENERAL	437.50
	11/13/2020	04757	MICKI TSCHIDA	ELECTION JUDGE COVID PAY	125.00
106737	11/13/2020	06204	JEANINE UNKLESBAY	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06204	JEANINE UNKLESBAY	ELECTION JUDGE COVID PAY	76.00
106738	11/13/2020	04758	CAROLYN URBANSKI	ELECTION TRAINING, PRIMARY, GENERAL	357.50
	11/13/2020	04758	CAROLYN URBANSKI	ELECTION JUDGE COVID PAY	110.00
106739	11/13/2020	04759	HOLLY URBANSKI	ELECTION TRAINING, PRIMARY, GENERAL	686.00
	11/13/2020	04759	HOLLY URBANSKI	ELECTION JUDGE COVID PAY	196.00
	11/13/2020	04759	HOLLY URBANSKI	ELECTION JUDGE PHONE	5.00

G1, Attachments

	11/13/2020	04759	HOLLY URBANSKI	ELECTION JUDGE PHONE	5.00
106740	11/13/2020	06205	DAVID VANG	ELECTION TRAINING, PRIMARY, GENERAL	205.00
	11/13/2020	06205	DAVID VANG	ELECTION JUDGE COVID PAY	82.00
106741	11/13/2020	06206	LISA VANG	ELECTION TRAINING, PRIMARY, GENERAL	350.00
	11/13/2020	06206	LISA VANG	ELECTION JUDGE COVID PAY	140.00
106742	11/13/2020	06207	STEVEN VERBEEK	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06207	STEVEN VERBEEK	ELECTION JUDGE COVID PAY	76.00
106743	11/13/2020	06209	KEITH VRUNO	ELECTION TRAINING, PRIMARY, GENERAL	40.00
	11/13/2020	06209	KEITH VRUNO	ELECTION JUDGE COVID PAY	16.00
106744	11/13/2020	06108	ALISON WALSH	ELECTION TRAINING, PRIMARY, GENERAL	409.50
	11/13/2020	06108	ALISON WALSH	ELECTION JUDGE COVID PAY	126.00
106745	11/13/2020	06211	LAURE WASCHBUSCH	ELECTION TRAINING, PRIMARY, GENERAL	195.00
	11/13/2020	06211	LAURE WASCHBUSCH	ELECTION JUDGE COVID PAY	78.00
106746	11/13/2020	04765	GAYLE WASMUNDT	ELECTION TRAINING, PRIMARY, GENERAL	377.00
	11/13/2020	04765	GAYLE WASMUNDT	ELECTION JUDGE COVID PAY	116.00
106747	11/13/2020	06214	ANDREW WIENS	ELECTION TRAINING, PRIMARY, GENERAL	190.00
	11/13/2020	06214	ANDREW WIENS	ELECTION JUDGE COVID PAY	76.00
106748	11/13/2020	04771	CINDY YORKOVICH	ELECTION TRAINING, PRIMARY, GENERAL	150.00
	11/13/2020	04771	CINDY YORKOVICH	ELECTION JUDGE COVID PAY	60.00

126 Checks in this report.

49,713.30

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Ellen Paulseth, Finance Director
PRESENTER: Ellen Paulseth, Finance Director
AGENDA ITEM: Certification of Delinquent Trash and Miscellaneous Accounts Receivable

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Annually, the City certifies certain delinquent accounts to Ramsey County for the purpose of levying special assessments on property tax statements for collection by the County. The delinquent accounts include trash bills, and miscellaneous charges. Property owners who have delinquent accounts with the City were notified that the balance due on their accounts, plus 10% interest, will be certified to their 2021 property taxes if payment is not made within the established timeframe.

Recommended Action:

Motion to approve the attached resolution certifying delinquent accounts receivable to the County Auditor.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is N/A
 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: N/A

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The City makes every effort allowed under Minnesota Statutes to collect delinquent accounts.

Background

The accounts being certified for collection by the County with the 2021 property taxes are authorized for certification by Minnesota Statutes. Miscellaneous charges generally include lawn mowing, snow removal, abatement of public nuisances, and other services provided by the City - typically on an involuntary basis. Trash accounts are billed by the hauler; however, delinquent trash accounts are certified by the City for collection on the property taxes. The collections are then forwarded to the hauler, with the exception of a service fee that the City charges for facilitating the collection.

Both lists of delinquent accounts are attached.

Attachments

1. Resolution
2. List of Delinquent Miscellaneous Accounts \$8,697.09
3. List of Delinquent Trash Bills \$33,429.60

RESOLUTION No. ____

Resolution Certifying Delinquent Accounts Receivable to the County Auditor

RESOLVED, that the City Clerk is hereby authorized and directed to certify to the Auditor of Ramsey County the following delinquent accounts, totaling \$42,126.69 for collection with the customers property taxes payable in 2021, including interest at the rate of ten percent (10%) on the total amount for one year.

Delinquent trash collection bills \$33,429.60

Delinquent miscellaneous bills \$8,697.09

CERTIFIED RECORD COPY (COUNTY)

MISCELLANEOUS CHARGES ASSESSMENT RECORD

Name of City	CITY OF MAPLEWOOD MN
Project Name	MISCELLANEOUS CHARGES
Desc. of Proj.	Unpaid Miscellaneous Fees
Spec. Asmnt Code	57211203
RES #	
Total Amnt of Proj. as levied	\$8,697.09
Yr. To Start Asmnt.	2021
No. Yrs. Asmnt. Run	1
Interest Rate	N/A
Calc. Method	0
Extra days & Mo. 1st Yr.	0

Line No.	AFSPCD	AFSPMC	AFROLL	AFPARC	AFSTYR	AFYRRN	AFAMTR				
1	57211203	0	R	132822140031	2021	1	231.50	867 CENTURY AVE S			
2	57211203	0	R	132822140030	2021	1	231.50	873 CENTURY AVE S			
3	57211203	0	R	132822110023	2021	1	44.55	801 CENTURY AVE S			
4	57211203	0	R	172922210080	2021	1	913.78	2042 BRADLEY ST N			
5	57211203	0	R	242922230016	2021	1	597.73	2318 MONTANA AVE E			
6	57211203	0	R	102922440099	2021	1	171.77	1774 COPE AVE E STE 140			
7	57211203	0	R	022922230010	2021	1	1,429.08	3001 WHITE BEAR AVE N			
8	57211203	0	R	092922120013	2021	1	330.00	901 PAGE AVE			
9	57211203	0	R	112922320007	2021	1	110.00	2303 WHITE BEAR AVE N			
10	57211203	0	R	102922330125	2021	1	1,183.62	2240 IDE CT N			
11	57211203	0	R	022922220012	2021	1	429.36	3090 SOUTHLAWN DR N			
12	57211203	0	R	132922440008	2021	1	128.30	1726 WOODLAND LANE			
13	57211203	0	R	032922140015	2021	1	1,135.90	1727 BEAM AVE E STE C			
14	57211203	0	R	102922130012	2021	1	110.00	1635 BROOKS AVE E			
15	57211203	0	R	172922140021	2021	1	1,375.00	1999 KENWOOD DR W			
16	57211203	0	R	182922440011	2021	1	275.00	315 LARPENTEUR AVE E			

TOTAL = 8,697.09

I hereby certify that the above information is a true and accurate record of the unpaid miscellaneous fees assessment roll as adopted by the Maplewood City Council.

Andrea Sindt
 City Clerk, City of Maplewood, Minnesota

 Date

CERTIFIED RECORD COPY (COUNTY)

TRASH BILLS ASSESSMENT RECORD

Name of City **CITY OF MAPLEWOOD MN**
 Project Name **TRASH BILLS**
 Desc. of Proj. **Unpaid Trash Fees**
 Spec. Asmnt Code **57211204**
 RES #
 Total Amnt of Proj. as levied **\$33,429.60**
 Yr. To Start Asmnt. **2021**
 No. Yrs. Asmnt. Run **1**
 Interest Rate **N/A**
 Calc. Method **0**
 Extra days & Mo. 1st Yr. **0**

Line No.	AFSPCD	AFSPMC	AFROLL	AFPARC	AFSTYR	AFYRRN	AFAMTR				
1	57211204	0	R	172922310008	2021	1	215.79				498 ROSELAWN AVE E
2	57211204	0	R	252922440026	2021	1	283.38				814 MAYHILL RD N
3	57211204	0	R	152922210075	2021	1	168.05				1428 BELMONT LN E
4	57211204	0	R	092922430005	2021	1	272.64				2223 DULUTH ST N
5	57211204	0	R	112922340045	2021	1	272.64				2197 GERMAN ST N
6	57211204	0	R	252922310012	2021	1	99.76				920 BARTELMY LN N
7	57211204	0	R	012922240065	2021	1	308.09				2995 BARTELMY LNN
8	57211204	0	R	252922330035	2021	1	143.73				2339 MINNEHAHA AVE
9	57211204	0	R	242922440011	2021	1	133.14				1282 FARRELL ST N
10	57211204	0	R	182922420113	2021	1	194.22				1810 JACKSON ST N
11	57211204	0	R	112922340011	2021	1	518.18				2204 HAZEL ST N
12	57211204	0	R	182922340049	2021	1	667.87				1694 GURNEY ST
13	57211204	0	R	152922220020	2021	1	382.76				1406 BELMONT LN E
14	57211204	0	R	012922210036	2021	1	523.68				3023 BELLAIRE AVE N
15	57211204	0	R	112922340014	2021	1	105.89				1909 COUNTY ROAD B E
16	57211204	0	R	082922430025	2021	1	322.14				650 VIKING DR E
17	57211204	0	R	152922210022	2021	1	454.14				1444 BURKE AVE E
18	57211204	0	R	102922130031	2021	1	287.39				2420 GERMAIN ST N
19	57211204	0	R	162922110003	2021	1	98.00				1276 JUNCTION AVE
20	57211204	0	R	162922440008	2021	1	902.74				1260 RIPLEY AVE E
21	57211204	0	R	132822230041	2021	1	1,303.48				959 SCHALLER DR S
22	57211204	0	R	252922440019	2021	1	157.84				764 MAYHILL RD N
23	57211204	0	R	032922410017	2021	1	523.24				2809 SOUTHLAWN DR N
24	57211204	0	R	172922120024	2021	1	110.73				2166 EDGERTON ST
25	57211204	0	R	12922230037	2021	1	188.49				2296 MAPLE LN E
26	57211204	0	R	152922440033	2021	1	127.64				1752 FLANDRAU ST N
27	57211204	0	R	182922130110	2021	1	99.64				185 ROSELAWN AVE E
28	57211204	0	R	012922240001	2021	1	110.73				2997 BELLAIRE AVE N
29	57211204	0	R	362922110066	2021	1	230.95				609 FARRELL ST N
30	57211204	0	R	162922440037	2021	1	315.63				1765 ENGLISH ST

31	57211204	0	R	252922240010	2021	1	338.00	2497 STILLWATER RD E
32	57211204	0	R	152922120004	2021	1	230.95	1655 BURKE AVE E
33	57211204	0	R	012922240074	2021	1	272.64	2937 CHIPPEWA AVE N
34	57211204	0	R	142922440039	2021	1	272.64	2169 LARPENTEUR AVE E
35	57211204	0	R	242922330026	2021	1	135.87	1262 MYRTLE ST N
36	57211204	0	R	132822140087	2021	1	258.89	2631 RED PINE CIR E
37	57211204	0	R	252922330005	2021	1	272.64	2322 STILLWATER RD E
38	57211204	0	R	182922110010	2021	1	220.36	2079 MCMENEMY ST N
39	57211204	0	R	252922130057	2021	1	272.64	2546 STILLWATER RD E
40	57211204	0	R	242922440163	2021	1	142.33	1265 MAYHILL RD N
41	57211204	0	R	162922410028	2021	1	174.69	1227 RIPLEY AVE E
42	57211204	0	R	162922420086	2021	1	272.64	1858 ADELE ST N
43	57211204	0	R	142922410021	2021	1	301.06	1830 HOWARD ST N
44	57211204	0	R	132822310015	2021	1	177.09	2450 HIGHWOOD AVE E
45	57211204	0	R	252922130050	2021	1	304.07	2505 HARVESTER AVE E
46	57211204	0	R	092922430004	2021	1	272.64	2233 DULUTH ST
47	57211204	0	R	152922440060	2021	1	62.63	1715 FLANDRAU ST N
48	57211204	0	R	162922220013	2021	1	544.59	2020 ARCADE ST N
49	57211204	0	R	182922130026	2021	1	110.73	192 SKILLMAN AVE E
50	57211204	0	R	012922210085	2021	1	272.64	2388 GALL AVE
51	57211204	0	R	152922210036	2021	1	472.27	2116 BARCLAY ST N
52	57211204	0	R	012922220013	2021	1	347.89	2288 GALL AVE E
53	57211204	0	R	152922220048	2021	1	215.79	2054 ENGLISH ST N
54	57211204	0	R	182922430070	2021	1	127.64	117 KINGSTON AVE E
55	57211204	0	R	102922420009	2021	1	315.63	1547 GRANDVIEW AVE E
56	57211204	0	R	242922440010	2021	1	315.63	1292 FARRELL ST N
57	57211204	0	R	042922120063	2021	1	98.00	1114 COUNTY ROAD D E
58	57211204	0	R	252922140022	2021	1	315.63	2675 MIDVALE PL E
59	57211204	0	R	252922330014	2021	1	315.63	2352 BUSH AVE E
60	57211204	0	R	152922210040	2021	1	214.08	2115 HAZELWOOD ST
61	57211204	0	R	172922320029	2021	1	214.08	1780 MCMENEMY ST N
62	57211204	0	R	152922140079	2021	1	283.38	1731 ROSEWOOD AVE N
63	57211204	0	R	152922420034	2021	1	315.63	1891 MARYKNOLL AVE N
64	57211204	0	R	012822130020	2021	1	127.64	64 FERNDAL ST N
65	57211204	0	R	122822330185	2021	1	315.63	2373 LINWOOD AVE E
66	57211204	0	R	012822120032	2021	1	315.63	187 BROOKVIEW CT N
67	57211204	0	R	102922130101	2021	1	181.03	2480 HAZELWOOD ST N
68	57211204	0	R	152922310073	2021	1	123.39	1901 BARCLAY ST N
69	57211204	0	R	012822140019	2021	1	377.98	2701 MAYER LN N
70	57211204	0	R	042922140039	2021	1	177.72	2978 DULUTH ST N
71	57211204	0	R	122822320003	2021	1	113.94	486 LAKEWOOD DR S
72	57211204	0	R	172922220033	2021	1	315.63	394 ELDRIDGE AVE E
73	57211204	0	R	102922220028	2021	1	315.63	2602 ENGLISH ST N

74	57211204	0	R	172922410073	2021	1	303.89	1869 ARCADE ST N
75	57211204	0	R	252922140053	2021	1	321.50	2686 MIDVALE PL E
76	57211204	0	R	102922330076	2021	1	150.63	2246 ENGLISH ST N
77	57211204	0	R	102922430064	2021	1	315.63	1586 SANDHURST DR E
78	57211204	0	R	242922240047	2021	1	177.72	1525 MARY ST N
79	57211204	0	R	102922310017	2021	1	97.13	1507 GRANDVIEW AVE E
80	57211204	0	R	252922120011	2021	1	315.63	1145 GLENDON ST N
81	57211204	0	R	102922310007	2021	1	520.53	1486 GERVAIS AVE
82	57211204	0	R	112922210052	2021	1	159.46	2589 ARIEL ST N
83	57211204	0	R	152922340085	2021	1	315.63	1706 BARCLAY ST N
84	57211204	0	R	172922340076	2021	1	141.70	1715 EDGERTON ST N
85	57211204	0	R	102922340114	2021	1	315.63	1435 COUNTY ROAD B E
86	57211204	0	R	122822310003	2021	1	244.21	488 CRESTVIEW DR S
87	57211204	0	R	152922340072	2021	1	315.63	1454 PRICE AVE E
88	57211204	0	R	172922130080	2021	1	142.27	1933 PAYNE AVE N
89	57211204	0	R	012822210032	2021	1	175.93	155 CRESTVIEW DR N
90	57211204	0	R	102922330143	2021	1	336.42	2200 ENGLISH ST N
91	57211204	0	R	172922340074	2021	1	315.63	1773 BURR ST N
92	57211204	0	R	142922440022	2021	1	315.63	2222 RIPLEY AVE E
93	57211204	0	R	162922420074	2021	1	315.63	1800 EDWARD ST N
94	57211204	0	R	162922110114	2021	1	109.82	2049 DULUTH ST N
95	57211204	0	R	152922420035	2021	1	541.09	1899 MARYKNOLL AVE N
96	57211204	0	R	142922340086	2021	1	315.63	1909 LARPENTEUR AVE E
97	57211204	0	R	152922430010	2021	1	315.63	1779 MARYKNOLL AVE N
98	57211204	0	R	152922310021	2021	1	110.73	1891 HAZELWOOD ST N
99	57211204	0	R	152922410011	2021	1	315.63	1855 WHITE BEAR AVE N
100	57211204	0	R	092922220025	2021	1	315.63	2540 KELLER PKWY N
101	57211204	0	R	122822430050	2021	1	127.64	663 FERNDALE ST S
102	57211204	0	R	132822140030	2021	1	173.38	873 CENTURY AVE S
103	57211204	0	R	172922230069	2021	1	406.55	1986 MCMENEMY ST N
104	57211204	0	R	152922240073	2021	1	272.64	1961 BARCLAY ST N
105	57211204	0	R	162922440059	2021	1	206.00	1728 DULUTH ST
106	57211204	0	R	102922310006	2021	1	147.80	1494 GERVAIS AVE E
107	57211204	0	R	162922110049	2021	1	272.64	2047 CHAMBERS ST N
108	57211204	0	R	182922130007	2021	1	83.93	1970 ADOLPHUS ST N
109	57211204	0	R	362922110005	2021	1	272.64	2688 MINNEHAHA AVE E
110	57211204	0	R	172922340004	2021	1	315.63	1779 EDGERTON ST N
111	57211204	0	R	362922140059	2021	1	322.14	497 CENTURY AVE N
112	57211204	0	R	172922330012	2021	1	315.63	1700 MCMENEMY ST
113	57211204	0	R	152922440005	2021	1	688.62	1773 WHITE BEAR AVE N
114	57211204	0	R	362922110018	2021	1	426.43	2687 MARGARET AVE
115	57211204	0	R	132822240093	2021	1	177.72	898 MARNIE CIR S
116	57211204	0	R	162922110082	2021	1	207.83	1207 BELMONT LN E

117	57211204	0	R	112922340013	2021	1	230.95	2190 HAZEL ST N
118	57211204	0	R	152922130050	2021	1	160.80	1954 HAZELWOOD ST
119	57211204	0	R	172922430029	2021	1	256.33	604 KINGSTON AVE E
120	57211204	0	R	182922420075	2021	1	315.63	1827 ONACREST CT N
121	57211204	0	R	252922320013	2021	1	380.24	918 MCKNIGHT RD N

TOTAL = 33,429.60

I hereby certify that the above information is a true and accurate record of the unpaid trash fees assessment roll as adopted by the Maplewood City Council.

Andrea Sindt
City Clerk, City of Maplewood, Minnesota

Date

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Ellen Paulseth, Finance Director
PRESENTER: Ellen Paulseth, Finance Director
AGENDA ITEM: Cancellation of Uncollectible Ambulance Accounts Receivable

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Generally accepted accounting principles (GAAP) provide rules for guidance and standards in recording and reporting financial information. Each year the City estimates the amount of uncollectible accounts receivable and makes an allowance on the financial report to recognize the estimate of uncollectible accounts and the corresponding bad debt expense. Periodically, the City should perform an actual (direct) write-off of the uncollectible accounts that are finally deemed uncollectible so those amounts do not remain on the balance sheet. This direct write-off does not affect the net accounts receivable or the annual revenue because the bad debt has already been expensed. It will simply remove the allowance and lower the overall accounts receivable to a realistic amount. The direct write-off should be done on an annual basis. At this time, uncollectible accounts prior to 9/30/2018 are being considered for write-off.

Recommended Action:

Motion to cancel the uncollectible ambulance accounts receivable prior to 9/30/2018, in the amount of \$326,323.89.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$326,323.89
 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: Ambulance Fund

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

This action is in accordance with GAAP and should be done annually. The cancellation of the accounts will not affect the net position of the ambulance fund, because the accounts were already placed in an uncollectible account on the balance sheet. However, a direct write-off should take place when collection efforts have been exhausted, or if it becomes clear that the account will not be collected.

Background

The direct write-off of uncollectible accounts should be done annually. While accounting staff can make entries for the estimates of uncollectible accounts, only the City Council can actually write off the accounts. The accounts are uncollectible for various reasons. In some cases, the patients are no longer living or were uninsured. The City utilizes an outside billing company for ambulance collections. Most of the uncollectible accounts have been submitted to the Revenue Recapture program. They will remain in Revenue Recapture after the cancellation. If the City eventually collects on the account, the funds will be deposited in the ambulance fund as miscellaneous revenue.

In total, the uncollectible accounts in the amount of \$326,323.89 involve approximately 10.4% of total discounted annual revenue for 2018. Please note that total revenue has already been discounted through Medicare, Medicaid, and private insurance contracts. The discount amount for this time period is \$6,231,179. Total revenue for the same time period is \$9,361,820. In this context, the uncollectible accounts compared to pre-discounted revenue is approximately 3.5%.

Accounts being cancelled are on the attached list.

Attachments

1. List of Uncollectible Accounts through 9/30/2018

Call Dates 01/01/2018-09/30/2018

Call No	Call Date	Balance	Call No	Call Date	Balance
MW8000039	01/03/2018	\$348.45	MW8000855	02/17/2018	\$1,949.44
MW8000054	01/04/2018	\$41.36	MW8000846	02/17/2018	\$76.28
MW8000081	01/05/2018	\$100.00	MW8000854	02/17/2018	\$2,491.75
MW8000084	01/05/2018	\$2,839.98	MW8000872	02/19/2018	\$100.00
MW8000085	01/05/2018	\$2,142.71	MW8000887C	02/20/2018	\$2,127.58
MW8000118	01/07/2018	\$2,225.92	MW8000932	02/23/2018	\$101.49
MW8000117	01/07/2018	\$100.00	MW8000934	02/23/2018	\$100.00
MW8000135	01/08/2018	\$100.00	MW8000955	02/24/2018	\$476.75
MW8000142	01/09/2018	\$85.56	MW8000972	02/25/2018	\$100.74
MW8000146	01/09/2018	\$100.00	MW8000996	02/26/2018	\$100.00
MW8000200	01/11/2018	\$26.55	MW8001030	02/28/2018	\$225.00
MW8000211	01/11/2018	\$1,579.74	MW8001067	03/02/2018	\$44.79
MW8000195	01/11/2018	\$2,700.23	MW8001112	03/05/2018	\$56.68
MW8000234	01/12/2018	\$1,809.50	MW8001140	03/06/2018	\$1,942.25
MW8000214	01/12/2018	\$233.59	MW8001218	03/10/2018	\$2,202.63
MW8000253	01/14/2018	\$1,919.75	MW8001243	03/12/2018	\$265.70
MW8000245	01/14/2018	\$1,733.00	MW8001284	03/13/2018	\$2,783.04
MW8000250	01/14/2018	\$100.00	MW8001331	03/16/2018	\$574.90
MW8000302C	01/17/2018	\$1,935.50	MW8001342	03/16/2018	\$91.32
MW8000323	01/18/2018	\$1,247.88	MW8001347	03/16/2018	\$80.41
MW8000346	01/19/2018	\$479.90	MW8001356	03/17/2018	\$866.75
MW800353	01/19/2018	\$2,643.50	MW8001365	03/18/2018	\$2,238.86
MW8000348	01/19/2018	\$100.00	MW8001389	03/19/2018	\$100.00
MW8000356	01/19/2018	\$599.88	MW8001415	03/21/2018	\$2,455.75
MW8000380	01/21/2018	\$1,926.50	MW8001424	03/21/2018	\$265.00
MW8000435	01/23/2018	\$869.00	MW8001433	03/22/2018	\$1,645.32
MW8000429	01/23/2018	\$100.00	MW8001446	03/22/2018	\$134.71
MW8000450	01/24/2018	\$443.63	MW8001455	03/23/2018	\$1,883.75
MW8000466	01/25/2018	\$2,233.68	MW8001460	03/23/2018	\$2,707.75
MW8000498	01/26/2018	\$2,462.50	MW8001485	03/25/2018	\$100.00
MW8000519	01/28/2018	\$1,908.50	MW8001491	03/26/2018	\$265.00
MW8000528	01/28/2018	\$2,298.25	MW8001520	03/27/2018	\$250.00
MW8000515	01/28/2018	\$2,707.99	MW8001515	03/27/2018	\$25.00
MW8000527C	01/28/2018	\$1,886.00	MW8001507	03/27/2018	\$457.40
MW8000524	01/28/2018	\$423.14	MW8001550	03/30/2018	\$489.80
MW8000544	01/29/2018	\$65.00	MW8001560	03/30/2018	\$2,379.25
MW8000557	01/30/2018	\$94.00	MW8001565-2	03/31/2018	\$2,790.81
MW8000560	01/30/2018	\$91.76	MW8001565-1	03/31/2018	\$2,424.25
MW8000555	01/30/2018	\$2,370.25	MW8001591	04/01/2018	\$2,469.25
MW8000576	01/31/2018	\$84.68	MW8001585	04/01/2018	\$102.52
MW8000635	02/04/2018	\$2,455.75	MW8001612	04/02/2018	\$116.23
MW8000641	02/05/2018	\$605.50	MW8001603	04/02/2018	\$96.92
MW8000672	02/06/2018	\$1,832.00	MW8001619	04/03/2018	\$2,042.17
MW8000674	02/06/2018	\$2,505.25	MW8001743	04/10/2018	\$100.00
MW8000671	02/06/2018	\$100.00	MW8001766	04/11/2018	\$2,713.17
MW8000701	02/08/2018	\$2,793.40	MW8001757	04/11/2018	\$2,837.39
MW8000726	02/09/2018	\$1,827.50	MW8001776	04/12/2018	\$1,622.67
MW8000734	02/10/2018	\$695.57	MW8001808	04/14/2018	\$2,145.69
MW8000749	02/10/2018	\$77.90	MW8001815	04/14/2018	\$93.53
MW8000737	02/10/2018	\$100.00	MW8001824	04/15/2018	\$2,281.25
MW8000764	02/11/2018	\$476.75	MW8001832	04/16/2018	\$1,779.49
MW8000762	02/11/2018	\$100.00	MW8001869	04/17/2018	\$25.00
MW8000777	02/12/2018	\$95.00	MW8001896	04/19/2018	\$265.00
MW8000781	02/12/2018	\$25.00	MW8001913C	04/21/2018	\$2,518.75
MW8000790	02/13/2018	\$1,895.00	MW8001929	04/21/2018	\$101.05
MW8000795	02/13/2018	\$100.00	MW8001940	04/22/2018	\$1,871.14

Call No	Call Date	Balance	Call No	Call Date	Balance
MW8001956	04/22/2018	\$93.97	MW8003119	06/25/2018	\$717.15
MW8001967	04/23/2018	\$1,333.04	MW8003123	06/25/2018	\$85.71
MW8002031	04/26/2018	\$13.37	MW8003146	06/26/2018	\$98.39
MW8002024	04/26/2018	\$96.92	MW8003168	06/27/2018	\$93.82
MW8002059	04/28/2018	\$2,316.25	MW8003171	06/28/2018	\$1,958.64
MW8002073	04/29/2018	\$2,218.16	MW8003179	06/28/2018	\$450.76
MW8002088	04/30/2018	\$1,776.60	MW8003192	06/29/2018	\$1,888.25
MW8002079	04/30/2018	\$1,816.19	MW8003199	06/29/2018	\$2,692.46
MW8002104	05/01/2018	\$2,415.25	MW8003197	06/29/2018	\$2,444.50
MW8002105	05/01/2018	\$269.59	MW8003249	07/01/2018	\$98.25
MW8002107	05/01/2018	\$15.00	MW8003252	07/02/2018	\$851.99
MW8002159	05/04/2018	\$102.23	MW8003266	07/02/2018	\$75.25
MW8002195	05/05/2018	\$493.09	MW8003284	07/03/2018	\$2,705.50
MW8002188	05/05/2018	\$1,379.26	MW8003316	07/05/2018	\$2,008.53
MW8002202	05/06/2018	\$265.00	MW8003313	07/05/2018	\$2,503.00
MW8002248	05/08/2018	\$78.07	MW8003314-2	07/05/2018	\$2,117.22
MW8002322C	05/12/2018	\$2,288.03	MW8003333	07/06/2018	\$100.00
MW8002329	05/13/2018	\$712.75	MW8003332	07/06/2018	\$1,427.84
MW8002402	05/17/2018	\$1,024.71	MW8003389	07/09/2018	\$2,080.99
MW8002454	05/19/2018	\$265.00	MW8003415	07/11/2018	\$99.29
MW8002445	05/19/2018	\$88.22	MW8003427	07/12/2018	\$495.74
MW8002465	05/20/2018	\$112.10	MW8003455	07/13/2018	\$486.00
MW8002462C	05/20/2018	\$2,505.25	MW8003499	07/16/2018	\$25.00
MW8002492	05/21/2018	\$2,832.22	MW8003517	07/17/2018	\$25.00
MW8002490	05/21/2018	\$2,289.25	MW8003560	07/19/2018	\$99.57
MW8002493	05/21/2018	\$1,753.25	MW8003555	07/19/2018	\$25.00
MW8002511C	05/22/2018	\$2,473.75	MW8003588	07/21/2018	\$25.00
MW8002504	05/22/2018	\$90.88	MW8003591	07/21/2018	\$1,061.60
MW8002523	05/23/2018	\$608.00	MW8003602	07/22/2018	\$98.10
MW8002582	05/26/2018	\$2,060.29	MW8003597	07/22/2018	\$2,241.45
MW8002610	05/27/2018	\$93.53	MW8003599	07/22/2018	\$2,767.52
MW8002616	05/27/2018	\$2,244.39	MW8003640	07/24/2018	\$97.65
MW8002669	05/30/2018	\$2,471.50	MW8003641	07/24/2018	\$105.32
MW8002668	05/30/2018	\$25.00	MW8003646	07/25/2018	\$2,327.50
MW8002694-1	05/31/2018	\$2,377.00	MW8003704	07/28/2018	\$2,230.93
MW8002694-2C	05/31/2018	\$1,832.00	MW8003717	07/29/2018	\$1,760.25
MW8002728	06/02/2018	\$2,471.50	MW8003725	07/29/2018	\$2,086.17
MW8002751	06/04/2018	\$1,924.25	MW8003734	07/30/2018	\$100.00
MW8002747	06/04/2018	\$110.48	MW8003741	07/31/2018	\$2,207.80
MW8002760	06/04/2018	\$1,775.75	MW8003739C	07/31/2018	\$2,372.50
MW8002811	06/06/2018	\$1,284.82	MW8003761	08/01/2018	\$664.31
MW8002816	06/07/2018	\$1,693.40	MW8003780C	08/02/2018	\$2,223.33
MW8002814	06/07/2018	\$265.00	MW8003781	08/02/2018	\$2,444.50
MW8002855	06/09/2018	\$2,395.00	MW8003782	08/02/2018	\$1,355.50
MW8002907	06/12/2018	\$2,440.00	MW8003798	08/04/2018	\$1,798.25
MW8002904	06/12/2018	\$25.00	MW8003828	08/05/2018	\$200.00
MW8002960	06/15/2018	\$243.47	MW8003843	08/07/2018	\$2,042.17
MW8002970	06/15/2018	\$448.81	MW8003862C	08/08/2018	\$2,482.75
MW8003011	06/18/2018	\$2,850.33	MW8003889	08/09/2018	\$2,152.25
MW8003034	06/20/2018	\$350.65	MW8003908	08/10/2018	\$2,174.16
MW8003056	06/21/2018	\$94.45	MW8003897	08/10/2018	\$99.14
MW8003061	06/21/2018	\$1,908.50	MW8003917	08/11/2018	\$99.14
MW8003078	06/22/2018	\$265.00	MW8003927	08/12/2018	\$85.56
MW8003082	06/23/2018	\$265.00	MW8003959	08/14/2018	\$2,363.50
MW8003087	06/23/2018	\$265.00	MW8003979	08/15/2018	\$1,924.25
MW8003088	06/23/2018	\$2,496.25	MW8004037	08/18/2018	\$2,751.82
MW8003107	06/24/2018	\$1,845.02	MW8004046C	08/19/2018	\$2,808.92

Call No	Call Date	Balance	Call No	Call Date	Balance
MW8004041	08/19/2018	\$1,001.00			
MW8004070	08/21/2018	\$2,302.75			
MW8004074	08/21/2018	\$110.92			
MW8004100	08/22/2018	\$1,852.75			
MW8004096-2	08/22/2018	\$2,886.56			
MW8004110	08/22/2018	\$2,801.16			
MW8004101	08/22/2018	\$1,579.75			
MW8004113	08/22/2018	\$1,599.00			
MW8004104	08/22/2018	\$2,449.00			
MW8004146	08/24/2018	\$2,298.25			
MW8004144	08/24/2018	\$1,616.41			
MW8004180	08/26/2018	\$1,861.25			
MW8004196	08/26/2018	\$80.85			
MW8004231	08/28/2018	\$1,429.74			
MW8004250C	08/29/2018	\$500.15			
MW8004234	08/29/2018	\$79.08			
MW8004259	08/30/2018	\$1,379.51			
MW8004266C	08/30/2018	\$458.12			
MW8004310	09/02/2018	\$200.00			
MW8004322	09/03/2018	\$49.86			
MW8004327	09/03/2018	\$265.00			
MW8004331	09/04/2018	\$100.00			
MW8004344	09/05/2018	79			
MW8004355	09/05/2018	\$2,305.00			
MW8004363	09/06/2018	\$87.19			
MW8004362	09/06/2018	\$265.00			
MW8004387	09/07/2018	\$299.18			
MW8004411C	09/09/2018	\$2,706.50			
MW8004429	09/10/2018	\$85.05			
MW8004430	09/10/2018	\$3,062.55			
MW8004467	09/12/2018	\$2,715.76			
MW8004494	09/14/2018	\$656.00			
MW8004513	09/15/2018	\$2,651.06			
MW8004519	09/15/2018	\$91.17			
MW8004535	09/16/2018	\$99.87			
MW8004556	09/17/2018	\$2,487.25			
MW8004552	09/17/2018	\$579.90			
MW8004570	09/18/2018	\$2,427.78			
MW8004599	09/19/2018	\$1,649.23			
MW8004580	09/19/2018	\$265.00			
MW8004584	09/19/2018	\$1,446.00			
MW8004587	09/19/2018	\$99.98			
MW8004588	09/19/2018	\$97.66			
MW8004616	09/20/2018	\$86.89			
MW8004636	09/22/2018	\$2,060.95			
MW8004635	09/22/2018	\$2,679.52			
MW8004674	09/24/2018	\$25.00			
MW8004708	09/26/2018	\$1,906.25			
MW8004745	09/28/2018	\$100.00			
MW8004744	09/28/2018	\$1,619.65			
MW8004738	09/28/2018	\$2,352.25			
MW8004753	09/28/2018	\$1,953.50			
1/1/2018-9/30/2018	# Accounts 278				<u>\$326,323.89</u>

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Ellen Paulseth, Finance Director

PRESENTER: Ellen Paulseth, Finance Director

AGENDA ITEM: Comprehensive Fee Schedule for 2021 Ordinance
 a. Ordinance Establishing 2021 Fee Schedule
 b. Resolution Authorizing Publication by Title and Summary (4 votes)

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The City charges fees for services rendered directly to individuals and organizations when it is not prudent to assess those fees to all taxpayers. The comprehensive schedule of City fees is attached and must be approved by the Council through adoption of an ordinance. The ordinance has been amended to provide for the collection of unpaid fees by special assessment through the property tax process.

Recommended Action:

- a. Motion to adopt the ordinance establishing a comprehensive fee schedule for 2021;
- b. Approve the resolution authorizing publication of ordinance by title and summary.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$0.00

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: Provides revenues to fund budget

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

Fees included in the schedule relate to all departments and areas of the strategic plan. Charges for services represent approximately 41% of the City's revenue stream on a government-wide basis.

Background

For efficiency and transparency, all City fees are included in one comprehensive fee schedule. The fee schedule is available for viewing on the City's website.

Following is a summary of proposed changes:

Community Development Fees

- Commercial mechanical permit fee decreased from 1.65% of value to 1.5% of value;
- Commercial plumbing permit fee decreased from 2.0% of value to 1.75% of value;
- Nuisance abatement administrative fee changed from 25% of abatement **fee** to 25% of abatement **cost**;
- Nuisance abatement cost set at 100% of the cost to complete the abatement **new**;
- Residential egress window \$145 **new**.

Finance Rates and fees (*utility fees will be discussed in budget presentation*)

- Sewer rates raised 2.2%;
- Recycling rates raised 25%;
- Late penalty changed from 8% per month to 5% flat fee;
- Credit card convenience fee increased from 2.5% of transaction to 2.98% of transaction plus \$0.30/transaction (in accordance with processing card agreement);
- Trash hauling rates increased pursuant to new contract.

Parks and Recreation

- Wakefield Community Building establish various rates **new**.

Attachments

1. Ordinance Establishing A Fee Schedule for 2021
2. Resolution Authorizing Publication of Ordinance by Title and Summary
3. Proposed 2021 Fee Schedule

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR 2021

Section I. The Maplewood City Council adopts the following schedule to the Maplewood Code of Ordinances:

Section II. The fees established in this ordinance supersede all fees established by ordinance, resolution, or policy prior to this ordinance.

Section III. Any unpaid fees or charges constitute a service charge the City may collect pursuant to its authority under Minnesota Statutes, Sections 415.01, Subdivision 1 and Minnesota Statutes 366.012 by certifying the unpaid amount to the County Auditor for collection together with the property taxes imposed on the affected property or on any other property the person may own in the State.

Section IV. This ordinance shall be effective January 1, 2021.

Adopted on this 14th day of December, 2020.

BY THE CITY COUNCIL:

Mayor

ATTEST:

City Clerk

CITY OF MAPLEWOOD

RESOLUTION ____

**FEE SCHEDULE FOR 2021 SUMMARY
AUTHORIZING PUBLICATION OF ORDINANCE NO. ____ BY TITLE AND SUMMARY**

WHEREAS, the City of Maplewood (the "City") is a municipal corporation organized and existing under the laws of Minnesota; and

WHEREAS, the City Council of the City of Maplewood has adopted Ordinance No. ____, which creates city code to allow for a fee schedule; and

WHEREAS, Minnesota Statutes, § 412.191, Subdivision 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the ordinance is 14 pages in length; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maplewood that the City Clerk shall cause the following summary of Ordinance No. ____ to be published in the official newspaper in lieu of the entire ordinance:

PUBLIC NOTICE

The City Council of the City of Maplewood has adopted Ordinance No. ____, which creates an ordinance to allow for a fee schedule. A summary of the ordinance follows:

**Ordinance No. ____
An Ordinance Establishing a Fee Schedule for 2021**

1. City Clerk Fees
2. Communications Fees
3. Community Development Fees
4. Finance Fees
5. Parks and Recreation Fees
6. Public Safety Fees
7. Public Works Fees



Maplewood

FEE SCHEDULE

2021

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Public Works	14-15

Note: Sales taxes will be added to fees wherever applicable.

City Clerk

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
LICENSING		
ANIMAL PERMITS/REGISTRATIONS (initial AND renewal, unless noted otherwise)		
Dangerous/Potentially Dangerous Dog Registration		
Dangerous Dog	\$150.00	\$150.00
Potentially Dangerous Dog	\$100.00	\$100.00
Appeal Request	\$100.00	\$100.00
Tag	\$3.00	\$3.00
Sign	\$7.00	\$7.00
Poultry Permit (2yr permit)		
Initial Application	\$75.00	\$75.00
Renewal	\$50.00	\$50.00
Goat Permit		
Temporary Keeping of Goats Permit	\$75.00	\$75.00
Renewal	\$75.00	\$75.00
RESIDENTIAL LICENSES/PERMITS/REGISTRATIONS (initial AND renewal, unless noted otherwise)		
Home Occupation License		
Initial Application	Set by CD	Set by CD
Renewal	\$63.00	\$63.00
Recreational Vehicle Permit		
	\$15.00	\$15.00
LIQUOR LICENSES (initial AND renewal, unless noted otherwise)		
Off-Sale Licenses		
3.2% Malt Liquor	\$350.00	\$350.00
Intoxicating Liquor	\$200.00	\$200.00
On-Sale Licenses		
3.2% Malt Liquor	\$500.00	\$500.00
Wine	\$2,000.00	\$2,000.00
Club		
-Under 200 Members	\$300.00	\$300.00
-Between 201 and 500 members	\$500.00	\$500.00
-Between 501 and 1,000 members	\$650.00	\$650.00
-Between 1,001 and 2,000 members	\$800.00	\$800.00
-Between 2,001 and 4,000 members	\$1,000.00	\$1,000.00
-Between 4,001 and 6,000 members	\$2,000.00	\$2,000.00
-Over 6,000 members	\$3,000.00	\$3,000.00
Intoxicating Liquor		
-Class A	\$7,000.00	\$7,000.00
-Class B	\$8,500.00	\$8,500.00
-Class C	\$11,000.00	\$11,000.00
-Class E	\$4,667.00	\$4,667.00
2AM		
-Up to \$100,000 in on sale gross receipts for alcoholic beverages	\$300.00	\$300.00
-Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages	\$750.00	\$750.00
-Over \$500,000 in on sale gross receipts for alcoholic beverages	\$1,000.00	\$1,000.00
-3.2% On Sale Malt Liquor licensees or Set Up license holders	\$200.00	\$200.00
-Did not sell alcoholic beverages for a full 12 months prior to this application	\$200.00	\$200.00
Sunday Sales	\$200.00	\$200.00
Patio	\$200.00	\$200.00
BUSINESS LICENSES/PERMITS/REGISTRATION (initial AND renewal, unless noted otherwise)		
Alarm System Permit - Business		
	\$57.00	\$57.00
Amusement Park License		
	\$388.00	\$388.00
Automobile & Trailer Rental License		
1st Five Rental	\$46.00	\$46.00
Each Additional Rental	\$13.00	\$13.00

City Clerk

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Body Art Establishment License		
	\$309.00	\$309.00
Business Registration		
	\$40.00	\$40.00
Catering Food Vehicle		
1st Vehicle	\$129.00	\$129.00
Each Additional Vehicle	\$89.00	\$89.00
Fleet (6+ Vehicles)	\$347.00	\$347.00
Cigarette and Tobacco License		
	\$250.00	\$250.00
Commercial Kennel License		
	\$85.00	\$85.00
Courtesy Bench License		
1st Bench	\$69.00	\$69.00
Each Additional Bench	\$41.00	\$41.00
Currency Exchange Review		
	\$356.00	\$356.00
Food Establishment License		
Full Service	\$673.00	\$673.00
Seasonal (6mo or less)	\$337.00	\$337.00
Special Food Handling	\$103.00	\$103.00
Mobile Food Unit		
Mobile Food Unit - PHF (Potentially Hazardous Food) - 1st Vehicle	\$181.00	\$181.00
- Each Additional Vehicle	\$89.00	\$89.00
- Fleet (6+ Vehicles)	\$520.00	\$520.00
Mobile Food Unit - NPF (Non Perishable Food) - 1st Vehicle	\$76.00	\$76.00
- Each Additional Vehicle	\$46.00	\$46.00
- Fleet (6+ Vehicles)	\$176.00	\$176.00
Gasoline Station License		
1st Pump	\$183.00	\$183.00
Each Additional Pump	\$15.00	\$15.00
Lodging Establishments License		
1 - 15 Units	\$124.00	\$124.00
16 - 35 Units	\$169.00	\$169.00
36 - 100 Units	\$311.00	\$311.00
Over 100 Units	\$356.00	\$356.00
Motor Vehicle Repair License		
	\$162.00	\$162.00
Pawn Shop License		
	\$10,218.00	\$10,218.00
Massage		
Center	\$259.00	\$259.00
Therapist	\$224.00	\$224.00
New Center Package (Center License, Therapist License (up to 2) and Background Investigations)	\$724.00	\$724.00
Public Pool License		
Hot Tubs	\$118.00	\$118.00
Indoor Swimming Pool	\$118.00	\$118.00
Outdoor Swimming Pool	\$118.00	\$118.00
Combination	\$162.00	\$162.00
Secondhand Dealer License		
	\$367.00	\$367.00
Solid Waste Collection License		
	\$250.00	\$250.00
Used Car Dealer License		
	\$333.00	\$333.00
Annual License/Permit/Registration - Late Fee		
	\$25.00 or 10%, whichever is greater	\$25.00 or 10%, whichever is greater

City Clerk

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
TEMPORARY LICENSES/PERMITS		
Amusement Permit (Carnival /Carnival Rides/Circus)		
	\$381.00	\$381.00
Christmas Tree Lot Permit		
	\$231.00	\$231.00
Fireworks - Pyrotechnic Display Permit		
	\$250.00	\$250.00
Fireworks - Retail Sales Permit		
Exclusive Firework sales	\$350.00	\$350.00
Firework sales with other merchandise	\$100.00	\$100.00
Food Service Permit		
Per Day (received 7 days or more prior to event)	\$55.00	\$55.00
Per Day (received 2-6 days prior to event)	\$80.00	\$80.00
Flea Market Season	\$336.00	\$336.00
Large Assembly Permit		
500 to 1,000 Participants	\$258.00	\$258.00
1,001 to 2,500 Participants	\$515.00	\$515.00
2,501 to 3,500 Participants	\$773.00	\$773.00
3,501 and over Participants	\$1,030.00	\$1,030.00
Local Lawful Gambling		
	\$58.00	\$58.00
MCC On-Sale Liquor Catering		
Maplewood Providers	\$50.00	\$50.00
Non Maplewood Providers	\$100.00	\$100.00
Noise Control Waiver Permit		
	\$15.00	\$15.00
On-Sale 3.2 Beer License		
	\$55.00	\$55.00
On-Sale Intoxicating Liquor License		
	\$204.00	\$204.00
One-Time Event Permit		
	\$225.00	\$225.00
Special Event Permit		
	\$103.00	\$103.00
Tent Permit		
	\$52.00	\$52.00
Transient Sales Permit		
Up to 5 Days	\$27.00	\$27.00
6+ Days	\$106.00	\$106.00
BACKGROUND INVESTIGATIONS		
Liquor		
	\$500.00	\$500.00
Body Art Establishment		
	\$250.00	\$250.00
Cigarette & Tobacco Sales		
	\$135.00	\$135.00
Lawful Gambling		
	\$250.00	\$250.00
Personal Services		
	\$135.00	\$135.00
Secondhand Dealer		
	\$135.00	\$135.00
Pawn Shop		
	\$500.00	\$500.00
PASSPORTS		
Photos		
	\$10.00	\$10.00
Acceptance Fee		
	\$35.00	\$35.00

City Clerk

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
ELECTIONS		
Filing Fee		
	\$5.00	\$5.00
Precinct Boundaries and Polling Locations Map 11" x 17"		
	\$3.00	\$3.00
City Map with Street Index 11" X 17"		
	\$3.00	\$3.00
City Map with Street Index 24" x 36"		
	\$5.00	\$5.00
DATA PRACTICES		
Data Subjects		
Paper or Electronic	No fee if it takes less than 15 minutes of staff time to make copies; otherwise (1) actual employee time to make copies; (2) \$0.08 per page, black and white single sided; (3) \$0.89 per page, color copy single sided; (4) CD/DVD \$0.50; (5) standard USPS mailing fee	No fee if it takes less than 15 minutes of staff time to make copies; otherwise (1) actual employee time to make copies; (2) \$0.08 per page, black and white single sided; (3) \$0.89 per page, color copy single sided; (4) CD/DVD \$0.50; (5) standard USPS mailing fee
Members of the Public		
Paper copies	No fee if 30 or fewer pages requested; otherwise \$0.25 per page, black and white single sided if under 100 pages; If more than 100 pages the following fees may apply: (1) actual employee time to search and retrieve and make copies if it takes more than 15 minutes of staff time plus the cost of materials (\$0.08 per page, black and white single sided; \$0.89 per page, color copy single sided) and standard USPS mailing fee	No fee if 30 or fewer pages requested; otherwise \$0.25 per page, black and white single sided if under 100 pages; If more than 100 pages the following fees may apply: (1) actual employee time to search and retrieve and make copies if it takes more than 15 minutes of staff time plus the cost of materials (\$0.08 per page, black and white single sided; \$0.89 per page, color copy single sided) and standard USPS mailing fee
Electronic copies	Actual employee time to search and retrieve and make electronic copies if it takes more than 15 minutes of staff time. If the request includes making copies on a media the following additional fees apply: CD/DVD \$0.50 and standard USPS mailing fee	Actual employee time to search and retrieve and make electronic copies if it takes more than 15 minutes of staff time. If the request includes making copies on a media the following additional fees apply: CD/DVD \$0.50 and standard USPS mailing fee
City Maps		
City map with street index 11"x17"	\$3.00	\$3.00
City map with street index 24"x36"	\$5.00	\$5.00

Communications

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Partnership Packages & Rates (Please note: Packages may be customized at the discretion of the Communications Manager, which may change the price of the package)		
Maplewood Leaders		
* Color ¼ - page ad in all 12 editions of Maplewood Living, the City's official newsletter distributed to more than 20,000 homes. (\$5,000 value)	\$9,500.00	\$9,500.00
* Top-tier sponsorship of the following major City of Maplewood events: State of Maplewood, 4th of July and Community Engagement Breakfast (\$2,200 Value).		
* Partner video (\$2,500)		
* Partnership recognition on City Hall Digital Display (\$1,500 value)		
Maplewood Friends		
* Color ¼ page ad in every other edition of Maplewood Living (6 months), the City's official newsletter distributed to more than 20,000 homes. (\$2,640 Value)	\$3,000.00	\$3,000.00
* Sponsorship at two City of Maplewood events (\$1,000 – \$1,200 Value).		
* Partnership recognition on City Hall Digital Display (\$1,500 value)		
Maplewood Supporter		
* Color ¼ page ad in three editions of Maplewood Living, the City's official newsletter distributed to more than 20,000 homes. (\$1,500 Value)	\$1,500.00	\$1,500.00
* Sponsorship at one of the following major City of Maplewood events: State of Maplewood, Community Engagement Breakfast or 4th of July Celebration. (\$500 - \$700 Value)		
Light it Up 4th of July partners ONLY:		
Deluxe Bar-be-que Package		
* Booth at 4th of July Celebration	\$695.00	\$695.00
* Quarter-page ad in one summer edition of Maplewood Living recognizing the partnership		
* Individual ad in city hall digital display		
* Significant signage exposure on event promotional flyers and banners in Maplewood Living, social media, city hall, Maplewood Community Center/YMCA, and at event)		
Pop & Brat Package		
* Placement in city hall digital display with other sponsors	\$295.00	\$295.00
* Signage exposure (on event promotional flyers and banners in Maplewood Living, social media, city hall, Maplewood Community Center/YMCA, and at event)		
Ad Rates for Maplewood Living		
Distributed to 20,000 households monthly - 1/4 Page - Approximately 3.75' (w) x 4.5" (h)		
Single Run	\$498.00	\$498.00
4 Ad Package	\$1,872.00	\$1,872.00
6 Ad Package	\$2,640.00	\$2,640.00
12 Ad Package	\$4,968.00	\$4,968.00

Community Development

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Permits		
<i>*Stated permit fees do not include the surcharge imposed on most permits by the State of Minnesota.</i>		
Building Permits Based on Valuation		
Total Valuation:		
\$1.00 to \$500.00	\$28.05	\$28.05
\$501.00 to 2,000.00	\$28.05 for the first \$500.00 plus \$3.62 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$28.05 for the first \$500.00 plus \$3.62 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$82.35 for the first \$2,000.00 plus \$16.42 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$82.35 for the first \$2,000.00 plus \$16.42 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$460.01 for the first \$25,000.00 plus \$11.97 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$460.01 for the first \$25,000.00 plus \$11.97 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$759.17 for the first \$50,000.00 plus \$8.36 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$759.17 for the first \$50,000.00 plus \$8.36 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,177.17 for the first \$100,000.00 plus \$6.68 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$1,177.17 for the first \$100,000.00 plus \$6.68 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,849.17 for the first \$500,000.00 plus \$5.57 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	\$3,849.17 for the first \$500,000.00 plus \$5.57 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$6,634.17 for the first \$1,000,000.00 plus \$4.46 for each additional \$1,000.00, or fraction thereof	\$6,634.17 for the first \$1,000,000.00 plus \$4.46 for each additional \$1,000.00, or fraction thereof
Electrical Permit Fee		
<i>*electrical permit fees are the greater of the total inspection fee or total service and circuit calculation plus the administrative fees</i>		
Inspection Fees		
Minimum Fee	\$45.00	\$45.00
Inspection / Reinspection Fee	\$45.00 per Inspection	\$45.00 per Inspection
Residential Maximum Fee (200 amps or Less)	\$190.00	\$190.00
All Other Fees	N/A	N/A
New or Repair Services/Power Supply		
0 to 300 amp	\$55.00	\$55.00
400 amp	\$71.00	\$71.00
500 amp	\$87.00	\$87.00
600 amp	\$103.00	\$103.00
800 amp	\$135.00	\$135.00
1,000 amp	\$167.00	\$167.00
Each Additional 100 amps	\$16.00	\$16.00
Transformers and Generators		
1 to10 kVA	\$5.00	\$5.00
11 to 74 kVA	\$45.00	\$45.00
75 to 299 kVA	\$60.00	\$60.00
Over 299 kVA	\$165.00	\$165.00
Feeders/Circuits		
0 to 100 amps	\$9.00	\$9.00
101 to 200 amps	\$15.00	\$15.00
201 to 300 amps	\$21.00	\$21.00
301 to 400 amps	\$27.00	\$27.00
401 to 500 amps	\$33.00	\$33.00
Each Additional 100 amps	\$6.00	\$6.00
Solar Fees		
0 to 5 kw	\$90.00	\$90.00
5.1 to 10 kw	\$150.00	\$150.00
10.1 to 20 kw	\$225.00	\$225.00
20.1 to 30 kw	\$300.00	\$300.00
30.1 to 40 kw	\$375.00	\$375.00
Over 40 kw	\$375.00 plus \$25.00 for each additional 10 KW	\$375.00 plus \$25.00 for each additional 10 KW

Community Development

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Other Fees		
Residential Panel Replacement	\$110.00	\$110.00
Residential Sub Panel	\$45.00	\$45.00
Apartment Buildings	\$80 per unit	\$80.00 per unit
Retrofit Lighting	\$0.85 per fixture	\$0.85 per fixture
Sign Transformer or Driver	\$9.00 per transformer	\$9.00 per transformer
Swimming Pools and Hot Tubs	\$90.00 plus \$9.00 per circuit	\$90.00 plus \$9.00 per circuit
Residential additions, remodels or basement finishes (up to 10 circuits and two inspections)	\$90.00	\$90.00
Residential Accessory Structures	\$55.00 plus \$9.00 per circuit	\$55.00 plus \$9.00 per circuit
Traffic Signals	\$8.00 per standard	\$8.00 per standard
Street Lights and Parking Lot Lights	\$5.00 per standard	\$5.00 per standard
Low Voltage Fire Alarm, Heating and Air Conditioning Controlling Wiring	\$0.85 per device	\$0.85 per device
Electronic Inspection of AC, Furnace, Bath Fan, Fireplace, Water Heater Vent Receptacle	\$40.00	\$40.00
Hourly Rate for Carnivals	\$90.00	\$90.00
Administrative Fees		
State Surcharge	\$1.00	\$1.00
Administrative Fee	\$9.50	\$9.50
Manufactured Home Permit Fee		
New installation or replacement	\$175.00	\$175.00
Residential Mechanical Permit Fee		
Minimum fee	\$40.00	\$40.00
Gas piping – Repair or new installation	\$40.00	\$40.00
Gas or oil fired furnace or boiler	\$40.00	\$40.00
Warm air furnace or hot water heating system	\$40.00	\$40.00
Construction or alt. of any warm air furnace per unit Construction or alteration of each hot water system	\$40.00	\$40.00
Installation or replacement of each hot water system per unit Per unit heaters based on first 100,000 BTU input		
Air conditioning – new or replacement	\$40.00	\$40.00
Wood burning furnace per unit	\$40.00	\$40.00
Swimming pool heater per unit	\$40.00	\$40.00
Air exchanger	\$40.00	\$40.00
Gas or oil space heater per unit	\$40.00	\$40.00
Gas direct vent heater per unit	\$40.00	\$40.00
Gas fireplace, Gas log or insert	\$40.00	\$40.00
In floor Heat system	\$40.00	\$40.00
Furnace	\$120.00	\$120.00
Other	\$40.00	\$40.00
Commercial Mechanical Permit Fee		
All commercial work	1.65% of estimated job cost + \$78.00	1.5% of estimated job cost + \$78.00
Mechanical plan review	25% of the permit fee	25% of the permit fee
Residential Plumbing Permit Fee		
Minimum fee (includes one fixture opening)	\$45.00	\$45.00
Each additional fixture opening	\$10.00	\$10.00
Commercial Plumbing Permit Fee		
All commercial work	2.00 % of estimated job cost Plus \$91.00	1.75% of estimated job cost Plus \$91.00
Sign Permits		
Billboard	\$500.00	\$500.00
Dynamic Display Sign	\$175.00	\$175.00
Dynamic Display Sign Yearly License Fee	\$175.00	\$175.00
Freestanding Sign	\$175.00	\$175.00
Temporary Sign	\$45.00	\$45.00
Wall Sign	\$110.00	\$110.00
Residential Permit Flat Fee		
Windows	\$145.00	\$145.00
Deck	\$145.00	\$145.00
Residential roof	\$145.00	\$145.00
Residential egress window	-	\$145.00
Residential siding	\$145.00	\$145.00
Residential Solar Permits	\$200.00	\$200.00
Above-Ground Pools	\$145.00	\$145.00
In-Ground Pools	\$145.00	\$145.00
Drain tile	\$145.00	\$145.00
Building relocation	\$100.00	\$100.00

Community Development

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Miscellaneous Fees		
Plan Review Fee		
When a building permit is required and a plan is required to be submitted, a plan review fee shall be paid. The plan review fees specified are separate fees from the permit fees specified and are in addition to the permit fees.	Plan review fees for all buildings shall be sixty five percent (65%) of the building permit fee, except as modified in M.S.B.C. Section 1300.	Plan review fees for all buildings shall be sixty five percent (65%) of the building permit fee, except as modified in M.S.B.C. Section 1300.
When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items an additional plan review fee shall be charged at the above rate.		
Expiration of plan review: Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.		
Refund Fee		
The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has paid is withdrawn or canceled before any plan review is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.		
Investigation Fee		
If work for which a permit is required by the code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for the work. An investigation fee, in addition to the permit fee, shall be collected. The investigation fee shall be no more than the amount of the permit fee required. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the city code nor from any penalty prescribed by law.		
Demolition Fee		
Structures not connected to utilities	\$95.00	\$95.00
Structures connected to city utilities	\$220.00	\$220.00
Other Inspections and Fees		
Inspections outside of normal business hours (minimum 2 hour charge)	\$100.00 per hour	\$100.00 per hour
Re-inspection fees	\$100.00 per hour	\$100.00 per hour
Re-inspection fees from Health Officer on pools	\$100.00 per hour	\$100.00 per hour
Inspections with no specific fee indicated (minimum 1/2 hour charge)	\$100.00 per hour	\$100.00 per hour
Investigation Fee	\$100.00 per hour	\$100.00 per hour
Interior Preparation fee	\$100.00	\$100.00
Occupancy permit	\$100.00	\$100.00
Replacement of inspection record card	\$50.00	\$50.00
Re-issue of approved plans	\$50.00	\$50.00
Housing with services inspection fee	\$50.00	\$50.00
State Surtax Collected		
Permits with a flat fee	\$1.00 per permit	\$1.00 per permit
Permits based on valuation	Calculated based on the permit valuation	Calculated based on the permit valuation
Use of outside consultants for plan review, inspections and similar costs *Actual costs include administrative and overhead costs.	Actual costs*	Actual costs*
Miscellaneous Service Fees		
Abatement Fee	\$300.00	\$300.00
Contractor License / Truth-in Housing Evaluator License	\$130.00	\$130.00
Trash Hauling Exemption (Opt-Out)	\$35.00	\$35.00
Tree replacement fee for trees that cannot be replaced on site	\$60.00 per caliper inch	\$60.00 per caliper inch
Truth-in-Housing Filing Fee	\$30.00	\$30.00
Reasonable Accommodation License Application	\$50.00	\$50.00
Health Fees		
Restaurant Plan Review		
Existing restaurant	\$330.00	\$330.00
New restaurant	\$685.00	\$685.00
Lodging Plan Review		
1 - 15 units	\$200.00	\$200.00
16+ units	\$250.00	\$250.00
Mobile Food Unit Plan Review		
	\$250.00	\$250.00

Community Development

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Planning Fees		
Planning Fees		
Administrative Variance	\$500.00	\$500.00
Building Relocation	\$925.00	\$925.00
Comprehensive Plan Amendment ¹	\$1,650.00	\$1,650.00
Conditional Use Permit (CUP) ^{1,3}	\$1,650.00	\$1,650.00
CUP Revision ^{1,3}	\$1,000.00	\$1,000.00
Community Garden CUP ^{1,3}	\$825.00	\$825.00
Community Garden CUP Revision ^{1,3}	\$500.00	\$500.00
Final Plat ²	\$430.00	\$430.00
Front Yard Setback Authorization	\$500.00	\$500.00
Home Occupation	\$1,385.00	\$1,385.00
Lot Divisions ¹	\$500.00	\$500.00
Planned Unit Development ^{1,3}	\$2,735.00	\$2,735.00
Preliminary Plat ³	\$2,050.00	\$2,050.00
Preliminary Plat Revision or Extension	\$990.00	\$990.00
Public Vacation ¹	\$1,200.00	\$1,200.00
Rezoning ¹	\$1,650.00	\$1,650.00
Variance ¹	\$1,385.00	\$1,385.00
Woodlot Alteration Permit	\$375.00	\$375.00
Zoning Compliance Letter	\$100.00	\$100.00
1 County Recording Fee (In Addition to Planning Application Fee)	\$46.00	\$46.00
2 Plat Opinion Letter Fee (In Addition to Planning Application Fee)	\$200.00	\$200.00
3 Development Sign Fee (In Addition to Planning Application Fee)	\$200.00	\$200.00
Community Design Review		
Commercial/Multi-family	\$1,650.00	\$1,650.00
Minor Construction	\$500.00	\$500.00
Residential	\$500.00	\$500.00
Revision	\$500.00	\$500.00
Comprehensive Sign Plan	\$500.00	\$500.00
³ Development Sign Fee (In Addition to Community Design Review Fee)	\$200.00	\$200.00
Tax-Exempt and Tax Increment Financing Fees		
Tax-Exempt and Mortgage Revenue Financing		
Amount paid with application (non-refundable)*	\$2,500.00	\$2,500.00
Base charge (% of bond issue) par on the first \$20 million due at closing	0.50%	0.50%
Par on portion in excess of \$20 million due at closing	0.10%	0.10%
Refinancing Fee	50% of the above	50% of the above
The City will be reimbursed for any technical changes to a bond issue previously issued at 25% of the above schedule.		
Tax Increment Financing		
Application Fee (non-refundable)	\$6,760.00	\$6,760.00
Escrow Deposit	\$5,000.00	\$5,000.00
Code Enforcement Fees		
Excessive Consumption of Inspection Services		
Third Inspection	\$75.00	\$75.00
Fourth Inspection	\$100.00	\$100.00
Each Additional Inspection	\$150.00	\$150.00
Nuisance Abatement		
Abatement Fee	\$300.00	\$300.00
Administrative Fee	25% of abatement fee	25% of abatement cost
Abatement Cost	-	100% of the cost to complete the abatement
Rental Licensing Fees		
Rental Dwelling License		
Annual License	\$150.00 plus \$50.00 per unit	\$150.00 plus \$50.00 per unit
First Re-Inspection	\$0.00	\$0.00
Second Re-Inspection	\$250.00	\$250.00
Third and Subsequent Re-Inspection	\$500.00	\$500.00

Finance

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Miscellaneous Fees		
Late Penalty (Utility Accounts, Abatements, False Alarms, Etc.) (One-time charge if invoice is not paid within 30 days.)	8% per month	5%
NSF	\$30.00	\$30.00
Special Assessment Certification Fee	10%	10%
Credit Card Convenience Fee	2.50%	2.98% + \$0.30/transaction
Utility Rates		
Sewer		
St. Paul (100 cubic ft) (ave 22 units per qtr)	\$3.25	\$3.32
Other (1,000 gallons) (ave 16.5 units per qtr)	\$4.33	\$4.43
Minimum charge - quarterly	\$18.20	\$18.60
Flat rate for well accounts	\$49.19	\$50.27
EUF		
Residential charge - quarterly	\$27.25	\$27.25
Discount fee for raingardens (Little Canada 70%)	\$19.08	\$19.08
Multi Family - monthly	\$57.76	\$57.76
Institutional - monthly	\$70.29	\$70.29
Commercial - monthly	\$89.91	\$89.91
Recycling		
Base Quarterly charge	\$13.25	\$16.56
Additional Cart Fee per Quarter	\$6.56	\$8.20
Water Surcharge		
St. Paul - % of St. Paul water bill (ave \$50/qtr) 22 units per quarter ave for family of 4	7.00%	7.00%
N. St. Paul - quarterly	3.60	3.60
Trash Hauling		
20 EOW - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$12.43	\$12.51
20 Gallon - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$13.63	\$13.02
35 Gallon - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$15.07	\$15.01
65 Gallon - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$18.92	\$19.44
95 Gallon - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$22.75	\$23.69
Yard Waste Rate (per season - for residents who opt in) (no tax on yard waste)	\$120.00	\$124.80
Bulky Items Rates (Appliances, Electronics, Furniture, etc.) (plus tax)	\$10-\$35	\$10-\$35
FRANCHISE FEES		
Gas Utility Monthly Franchise Fee		
Residential	\$3.00	\$3.00
Commercial Non Demand	\$12.00	\$12.00
Commercial Demand	\$100.00	\$100.00
Small Interruptible	\$75.00	\$75.00
Medium & Large Interruptible	\$110.00	\$110.00
Firm Transportation	\$2.50	\$2.50
Interruptible Transportation	\$2.50	\$2.50
Electric Utility Monthly Franchise Fee		
Residential	\$3.00	\$3.00
Small C&I Non-Demand	\$4.75	\$4.75
Small C&I Demand	\$30.00	\$30.00
Large C&I	\$180.00	\$180.00
Public Street Lighting	\$4.00	\$4.00
Municipal Pumping Non-Demand	\$4.00	\$4.00
Municipal Pumping Demand	\$4.00	\$4.00
Cable Franchise Fee		
Cable Franchise Fees - Monthly	5% of gross revenue	5% of gross revenue
Cable PEG Fees - Monthly	2% of gross revenue	2% of gross revenue

Parks & Recreation

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Parks & Recreation		
Wakefield Park Community Building		
Monday-Thursday Meeting Rates: Between 8a-4p (per hour, 2hr min)		\$50.00
Monday-Thursday Meeting Rates: Between 8a-4p Additional Hours (per hour)		\$50.00
Monday-Thursday Regular Rental: 4hrs - Resident		\$150.00
Monday-Thursday Regular Rental: 4hrs - Non Resident		\$190.00
Friday-Sunday Regular Rental: 4hrs - Resident		\$200.00
Friday-Sunday Regular Rental: 4hrs - Non Resident		\$250.00
Friday-Sunday Regular Rental: 7hrs - Resident		\$300.00
Friday-Sunday Regular Rental: 7hrs - Non Resident		\$370.00
Regular Rental Additional Hours (per hour)		\$75.00
Outdoor Patio Exclusive Use Add-on		\$100.00
Picnic Shelter Rental		
Afton Heights Park or 4 Seasons Park Building	\$55.00	\$55.00
Applewood Park	\$55.00	\$55.00
Hazelwood Park	\$55.00	\$55.00
Lion's Park	\$55.00	\$55.00
Maplewood Heights Park	\$35.00	\$35.00
Pleasantview Park	\$35.00	\$35.00
Wakefield Park	\$75.00	\$75.00
Community Gym Rental Fees		
Half Court Rental (per hour per court)	\$40.00	\$40.00
Full Court Rental (per hour per court)	\$60.00	\$60.00
Edgerton Community Gym 'Entire Gym Rental (8+ hour rental) per hour	\$55.00	\$55.00
Carver Community Gym Entire Gym Rental (8+ hour rental) per hour	\$110.00	\$110.00
Field Rental Fees		
Hazelwood - Soccer - Full Size (per game)	\$65.00	\$65.00
Hazelwood - Soccer - Small Size	\$40.00	\$40.00
Other Locations - Soccer - Full Size	\$55.00	\$55.00
Baseball/Softball (per game)	\$35.00	\$35.00
Baseball/Softball - Tourney (per day/per field)	\$100.00	\$100.00
Volleyball Tourney/Large Group Rental - Harvest, Geranium, Wakefield (per day/per park)	\$300.00	\$300.00
Food Vendor In Park Permit - Weekdays (per day)	\$15.00	\$15.00
Food Vendor In Park Permit - Weekends or Holidays (per day)	\$45.00	\$45.00
Nature Center		
Nature Center Program Fees		
Basic Program Fee per person	\$5.00	\$5.00
School Fee per child	\$4.00	\$4.00
Birthday Party Fee- up to 12 children	\$80.00	\$80.00
Birthday Party Fee- up to 15 children	\$100.00	\$100.00
Basic Outreach Fee- plus mileage	\$130.00	\$130.00
Outreach, additional shows same site- \$30		
Item Rental Fees		
Snowshoes- per pair, for use on site	\$5.00	\$5.00
Room Rental Fees		
Sunroom rental- per hour	\$30.00	\$30.00
Sunroom rental - All day - 5 hours or more	\$150.00	\$150.00
Touch and See Room Reservation- self -guided groups- 45 minutes	\$50.00	\$50.00
Community Garden Rental Plot		
Rental of Garden Plot	\$25.00	\$25.00

Public Safety - Police/Fire/EMS

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
POLICE		
Police Reports		
Requester is arrested party	\$0.25 per page (one side or \$0.50 per page double sided)	\$0.25 per page (one side or \$0.50 per page double sided)
Public traffic crash report (requester is not involved in crash)	\$0.50 per page	\$0.50 per page
Public traffic crash report (requester is involved in crash)	no charge	no charge
Monthly email of public traffic crash reports	\$60.00/month	\$60.00/month
Certified copy of any report	\$5.00	\$5.00
Evidence Requests		
CD/DVD of digital evidence (photos, audio, video)	\$5.00/disc	\$5.00/disc
911 Audio transcripts	\$50.00 deposit plus actual cost of transcription through current transcription provider and	\$50.00 deposit plus actual cost of transcription through current transcription provider and
	Staff time to get audio ready for transcription and	Staff time to get audio ready for transcription and
	Staff time to review transcription for accuracy before release	Staff time to review transcription for accuracy before release
Towing		
Owners of vehicles towed to 1830 or 1902 County Road B E for law enforcement purposes	\$125.00 per vehicle	\$125.00 per vehicle
Overnight Parking Permits		
Permit for vehicle to be parked on a city street overnight good for no more than 365 days	\$50.00 per vehicle/permit	\$50.00 per vehicle/permit
Excessive Calls for Service		
Third and subsequent calls, within 365 days, deemed excessive by definition in ordinance	\$250.00 each	\$250.00 each
False Alarms		
1st	\$0.00	\$0.00
2nd (within 12 months of the 1st false alarm)	\$0.00	\$0.00
3rd (within 12 months of the 1st false alarm)	\$100.00	\$100.00
4th (within 12 months of the 1st false alarm)	\$200.00	\$200.00
5th (within 12 months of the 1st false alarm)	\$300.00	\$300.00
6th (within 12 months of the 1st false alarm)	\$400.00	\$400.00
7th (within 12 months of the 1st false alarm)	\$500.00	\$500.00
8th (within 12 months of the 1st false alarm)	\$500.00	\$500.00
9th (within 12 months of the 1st false alarm)	\$500.00	\$500.00
10th & Over (within 12 months of the 1st false alarm)	\$500.00	\$500.00
Outside Employment		
Police Officers	\$98.58/hour	\$98.58/hour
Squad Car only available with an officer	no charge	no charge
Fingerprinting		
Each fingerprint card	\$15.00	\$15.00

Public Safety - Police/Fire/EMS

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
FIRE/EMS		
False Alarm Fees		
Commercial		
Commercial - 1st False	\$0.00	\$0.00
Commercial - 2nd False (within 12 months of the 1st false alarm)	\$0.00	\$0.00
Commercial - 3rd False (within 12 months of the 1st false alarm)	\$200.00	\$200.00
Commercial - 4th False (within 12 months of the 1st false alarm)	\$300.00	\$300.00
Commercial - 5th False and more (within 12 months of the 1st false alarm)	\$400.00	\$400.00
Residential		
Residential - 1st False	\$0.00	\$0.00
Residential - 2nd False (within 12 months of the 1st false alarm)	\$0.00	\$0.00
Residential - 3rd False (within 12 months of the 1st false alarm)	\$200.00	\$200.00
Residential - 4th False (within 12 months of the 1st false alarm)	\$300.00	\$300.00
Residential - 5th False and more (within 12 months of the 1st false alarm)	\$400.00	\$400.00
Ambulance Transport Fees		
Resident		
ALS2 (Advanced Life Support)	\$2,513.00	\$2,513.00
ALS (Advanced Life Support)	\$2,278.00	\$2,278.00
BLS (Basic Life Support)	\$1,733.00	\$1,733.00
No Load	\$656.00	\$656.00
Mileage	\$22.50	\$22.50
Non-Resident		
ALS2 (Advanced Life Support)	\$2,890.00	\$2,890.00
ALS (Advanced Life Support)	\$2,620.00	\$2,620.00
BLS (Basic Life Support)	\$1,993.00	\$1,993.00
No Load	\$754.00	\$754.00
Mileage	\$25.88	\$25.88
Sliding Fee Schedule to Assist Those with a Financial Need		
Annual Income Threshold by Sliding Fee Discount Pay Class and Percent Poverty		
At or Below 100% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	50%	50%
At 125% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	60%	60%
At 150% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	70%	70%
At 175% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	80%	80%
At 200% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	90%	90%
Above 200% of the Poverty Guideline - Patient Responsibility: % of Total Charges	100%	100%
* Must complete the Sliding Fee Application and submit required documentation.		
Outside Employment		
	\$98.58/hour	\$98.58/hour
Equipment Standby - Based on FEMA's current Schedule of Equipment Rates		

Public Works

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Connection Charges		
Sanitary Sewer Service Main Line Permit		
Base Fee	\$114.00	\$114.00
Plus Each Connection to Existing System, New Structures, Alteration, or Re-Inspection	\$59.00	\$59.00
Sanitary Sewer Service Connection Permit		
New Sanitary Sewer Service	\$110.00 per service	\$110.00 per service
Disconnect or Repair	\$39.00 per service	\$39.00 per service
Septic Systems		
Private Individual Septic Systems	\$500.00	\$500.00
Sanitary Sewer Cash Connection Charge		
Residential Connection Charge <small>For all new connections for properties that have not been previously charged or assessed for construction of the public system.</small>	\$4,325.00	\$4,325.00
Commercial Connection Charge (per front footage) <small>For all new connections for properties that have not been previously charged or assessed for construction of the public system. Commercial Connection Charge = Residential Connection Charge / 75 (Average Lot Width)</small>	\$57.00	\$57.00
Sewer Assessment for City Project		
Residential Sanitary Service Installed to New Main	\$1,530.00	\$1,530.00
Residential Sanitary Service Installed to Existing Main	\$2,880.00	\$2,880.00
Comm/Ind Sanitary Service Installed to New Main	\$20.00 cost per front footage	\$20.00 cost per front footage
Comm/Ind Sanitary Service Installed to Existing Main	\$38.00 cost per front footage	\$38.00 cost per front footage
Sewer Availability Charge (SAC)		
SAC Unit Fee (Rate Set by MCES) <small>1 SAC Unit = 1 Single family dwelling (SFD) SAC Unit for all other types of developments total number of equivalent SFD SAC Units is determined by MCES.</small>	\$2,485.00	\$2,485.00
Local SAC Fee per SFD Unit	\$130.00	\$130.00
Water System Fees		
Water Main Cash Connection Charge		
Residential Connection Charge <small>For all new connections for properties that have not previously been charged or assessed for construction of the public system.</small>	\$4,325.00	\$4,325.00
Commercial Connection Charge <small>For all new connections for properties that have not previously been charged or assessed for construction of the public system. Commercial Connection Charge = Residential Connection Charge / 75 (Average Lot Width)</small>	\$57.00	\$57.00
Water System Assessment for City Project		
Residential Water Service Installed to New Main	\$1,530.00	\$1,530.00
Residential Water Service Installed to Existing Main	\$1,900.00	\$1,900.00
Comm/Ind Water Service Installed to New Main	\$20.00 cost per front footage	\$20.00 cost per front footage
Comm/Ind Water Service Installed to Existing Main	\$25.00 cost per front footage	\$25.00 cost per front footage
Water Availability Charge (WAC)		
WAC Unit Fee <small>The total number of WAC units to be paid is equal to the total number of equivalent SAC Units required as determined by MCES.</small>	\$285.00	\$285.00
Storm Sewer System Fees		
Storm Sewer Permit		
Private Storm Sewer Main Base Fee	\$114.00	\$114.00
Plus Each Connection to Existing System, New Structures, Alteration, or Re-Inspection	\$59.00	\$59.00
Base Escrow (Cover first 10 Connections or New Structures) <small>Escrow released after passing inspection.</small>	\$300.00	\$300.00
Plus Additional Escrow (Per Each Additional Connection or New Structure) <small>Escrow released after passing inspection.</small>	\$30.00	\$30.00
Storm Sewer System Assessment for City Project		
Storm Drainage Improvements <small>Assessment rate will be based on independent special benefit appraisals.</small>	\$1,090.00	\$1,090.00
Street, Driveway, and Parking Lot Fees		
Driveway and Parking Lot Permits		
Driveway Permit	\$28.00	\$28.00
Parking Lot Paving Permit (\$104.00 Base Fee for 0-50,000SF)	\$104.00	\$104.00
50,000SF and greater = base fee + (SF over 50,000 x 0.002)		

Public Works

City of Maplewood - 2021 Fee Schedule

ITEM/ACTIVITY	2020	2021 Proposed
Grading Permit, Plan Review, and Inspection Fee		
Grading Permit, Plan Review, and Inspection Fee Based on Total Estimate Material Moved		
Fee based on complexity of the project, proximity to environmental sensitive areas, and scope of project.		
<=50 C.Y.	\$37.00	\$37.00
51 to 100 C.Y.	\$94.00	\$94.00
101 to 1000 C.Y.	\$94.00	\$94.00
plus each additional 100 C.Y.	\$30.00	\$30.00
1001 to 10,000 C.Y.	\$364.00	\$364.00
plus each additional 1000 C.Y.	\$23.00	\$23.00
10,001 to 100,000 C.Y.	\$571.00	\$571.00
plus each additional 10,000 C.Y.	\$137.00	\$137.00
100,001 to 200,000 C.Y.	\$1,804.00	\$1,804.00
plus each additional 10,000 C.Y.	\$77.00	\$77.00
200,000 C.Y. or more	\$2,574.00	\$2,574.00
plus each additional 10,000 C.Y.	\$13.00	\$13.00
Park Availability Charge (PAC)		
PAC		
PAC per Capita Base Unit Charge	\$1,040.00	\$1,040.00
1 SFD PAC Fee = \$1040 per capita x 3.4 capita = \$3540.00 per SFD		
PAC Commercial Development = % x Land Market Value	9%	9%
Right of Way Permit and Inspection Fees		
Contractor Yearly Registration Fee (per year)	\$40.00	\$40.00
Hole Excavation Permit Fee (per hole)	\$100.00	\$100.00
Trench Excavation Permit		
Base Fee	\$100.00	\$100.00
Plus Each Lineal Foot	\$60.00	\$60.00
Emergency Excavation Permit	\$100.00	\$100.00
Aerial/Obstruction Permit	\$80.00	\$80.00
Permit Extension Fee	\$35.00	\$35.00
Delay Penalty Fee		
Base Fee (up to three days late)	\$35.00	\$35.00
Plus Each Additional Day (per day)	\$10.00	\$10.00
Small Cell		
Attached to City Infrastructure - Requires contract with City to determine monthly rental fee.	\$130.00	\$130.00
Non-City Infrastructure - Contractor license and any additional ROW fees. Contractor will need to contact infrastructure owner to determine any other fees.		
Engineering Review Fees		
Planning and Community Development Applications		
Planning applications and development reviews for engineering conformance to engineering standards and City ordinances. Services performed by City Personnel will be hourly and applied to the application escrow.	Staff Hourly Rate	Staff Hourly Rate
Grading Fee		
Fee amount based on each individual site.	Varies	Varies
Erosion Control Escrow		
Escrow amount based on each individual site.	Varies	Varies
Tree Escrow		
\$60 per caliper inch of tree replacement required. Please see the tree standards for more information.	Varies	Varies

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Andrea Sindt, City Clerk
PRESENTER: Andrea Sindt, City Clerk
AGENDA ITEM: Resolution Designating Polling Place Locations for 2021

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Per Minnesota Statutes 204B.16, by December 31 of each year, designation of a polling place for each precinct must be done by the governing body of each municipality.

Recommended Action:

Motion to approve the resolution designating polling place locations for 2021.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is N/A
 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: N/A

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The annual designation of polling locations is required by state statute.

Background

Staff is anticipating no election and no changes from the 2020 polling locations for 2021.

Attachments

1. Resolution Designating Polling Locations for 2021

City of Maplewood
Ramsey County, Minnesota

Resolution Designating Polling Place Locations
2021 Elections

WHEREAS, Minnesota Statutes 204B.16, subd 1 requires the City Council, by ordinance or resolution, to designate polling place locations for the upcoming year; and

WHEREAS, changes to the polling place locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

WHEREAS, changes to the polling place locations may be made in the case of an emergency when it is necessary to ensure a safe and secure location for voting; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Maplewood hereby designates the following polling place locations for elections conducted in the city in 2021:

- Precinct 1 St. Paul Hmong Alliance Church
1770 McMenemy Street
- Precinct 2 Edgerton Elementary School
1929 Edgerton Street
- Precinct 3 Gladstone Fire Station
1955 Clarence Street
- Precinct 4 Wakefield Park Community Building
1860 Hazelwood Street N.
- Precinct 5 Maplewood Community Center/YMCA
2100 White Bear Avenue N.
- Precinct 6 Redeeming Love Church
2425 White Bear Avenue N.
- Precinct 7 First Evangelical Free Church
2696 Hazelwood Street
- Precinct 8 Ramsey County Library
3025 Southlawn Drive
- Precinct 9 Maplewood Middle School
2410 Holloway Avenue E.
- Precinct 10 East Metro Regional Public Safety Training Center
1881 Century Avenue N.
- Precinct 11 Beaver Lake Education Center
1060 Sterling Street N.
- Precinct 12 Carver Elementary School
2680 Upper Afton Road E.
- Precinct 13 Lutheran Church of Peace
47 Century Avenue S.

AND BE IT FURTHER RESOLVED, that the city clerk is hereby authorized to designate a replacement meeting the requirements of the Minnesota Election Law for any polling place location designated in this Resolution that becomes unavailable for use by the City;

AND BE IT FURTHER RESOLVED, that the city clerk is hereby authorized to designate an emergency replacement polling place location meeting the requirements of the Minnesota Election

Law for any polling place location designated in this Resolution when necessary to ensure a safe and secure location for voting;

AND BE IT FURTHER RESOLVED, that the city clerk is directed to send a copy of this resolution and any subsequent polling place location designations to the Ramsey County Elections Office;

AND BE IT FURTHER RESOLVED, that the city clerk is directed to post a notice of the polling place location changes in the clerk's office.

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Scott Nadeau, Director of Public Safety
PRESENTER: Scott Nadeau
AGENDA ITEM: Purchase Six 2021 Police Vehicles

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The Police Department is requesting approval to purchase four new 2021 Ford Hybrid AWD Police Interceptor squad cars (SUV), one new 2021 Dodge Durango (AWD), and one new 2021 Dodge Charger (AWD). All six squads will be direct replacements into our current fleet. Due to the pandemic, auto manufacturers are shortening their order deadlines requiring orders be placed earlier than normal to assure delivery in 2021. Delivery turnaround times are currently expected to be four to six months after orders are placed.

Recommended Action:

Motion to Approve the Purchase of Six 2020 Police Vehicles.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$199,318.04
 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: n/a

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

Regular replacement in police department fleet.

Background

Minnesota police departments are able to place orders for squad cars in conjunction with the State of Minnesota and many other municipal departments from a state bid awarded to Tenvoorde Ford, Inc in St Cloud, MN and Dodge of Burnsville in Burnsville, MN. By utilizing the state bid process, the City of Maplewood can purchase the vehicles at a reduced price. The 2021 Ford AWD Police Interceptor Hybrid squad car (SUV) price is \$35,832.24, the 2021 Dodge Durango price is \$28,130.00, and the 2021 Dodge Charger price is \$27,859.08.

As part of the department's regular fleet rotation, funding for the purchase of a total of four marked vehicles and two unmarked vehicles is approved in the 2021 budget. The total cost of the above six recommended squad cars will be \$199,318.04.

Attachments

1. 2021 Ford AWD Hybrid Police Interceptor squad purchase specification worksheet.
2. 2021 Dodge Durango squad purchase specification worksheet
3. 2021 Dodge Charger sedan squad purchase specification worksheet.

BASE PRICE

\$34,544.24

Police Interceptor Utility AWD K8A S

AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed) 99W/44B S	99W	STD	-
AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	99B	(3,319.00)	-
AWD 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	99C	743.00	-
Medium Brown Metallic	BU	N/C	-
Arizona Beige Metallic Clearcoat	E3	N/C	-
Vermillion Red	E4	N/C	-
Blue Metallic	FT	N/C	-
Smokestone Metallic	HG	N/C	-
Kodiak Brown Metallic	J1	N/C	-
Dark Toreador Red Metallic	JL	N/C	-
Iconic Silver Metallic	JS	N/C	-
Carbonized Gray	M7	N/C	-
Dark Blue	LK	N/C	-
Royal Blue	LM	N/C	-
Light Blue Metallic	LN	N/C	-
Silver Grey Metallic	TN	N/C	-
Sterling Grey Metallic	UJ	N/C	-
Agate Black	UM	N/C	X N/C
Medium Titanium Metallic	YG	N/C	-

Oxford White	YZ	N/C		-
Police Interceptor Utility Police Interceptor Utility Interior Color Charcoal Black Cloth Front Buckets / Vinyl Rear Front – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) Passenger – 2-way manual track (fore/aft. with manual recline) Rear – 35/30/35 Split Vinyl.	96	N/C	X	N/C
Cloth Front Buckets / Cloth Rear Front – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar). Passenger – 2-way manual track (fore/aft. with manual recline) Rear – 35/30/35 Split Cloth	F6	56.00		-
EQUIPMENT GROUP				
Interior Upgrade Package • 1st and 2nd Row Carpet Floor Covering • Cloth Seats – Rear • Center Floor Console less shifter w/unique Police console finish plate • Includes Console and Top Plate with 2 cup holders • Floor Mats, front and rear (carpeted) • Deletes the standard console mounting plate (85D) • SYNC® 3 – Enhanced Voice Recognition Communications and Entertainment System – 4.2" Color LCD Screen Center-Stack "Smart Display"	65U	367.00		-

<ul style="list-style-type: none"> – AppLink® – 911 Assist® <p>Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software.</p> <p>Note: Not available with options: 67H, 67U, 85R</p>			
<p>Front Headlamp Lighting Solution</p> <ul style="list-style-type: none"> • Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver’s side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included. Controller “not” included <p>Note: Not available with option: 67H</p> <p>Note: Recommend using Ultimate Wiring Package (67U)</p>	66A	841.00	-
<p>Tail Lamp / Police Interceptor Housing Only</p> <ul style="list-style-type: none"> • Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) <p>Note: Not available with options: 66B and 67H</p>	86T	56.00	-
<p>Tail Lamp Lighting Solution</p> <ul style="list-style-type: none"> • Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps • LED lights only. Wiring, controller “not” included <p>Note: Not available with option: 67H</p> <p>Note: Recommend using Ultimate Wiring Package (67U)</p>	66B	405.00	-
<p>Rear Lighting Solution</p> <ul style="list-style-type: none"> • Includes two (2) backlit flashing linear high-intensity LED lights (driver’s side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver’s side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller “not” included 	66C	428.00	-

Note: Not available with option: 67H
Note: LED lights only – does “not” include wiring or controller
Note: Recommend using Ultimate Wiring Package (67U)

<p>Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus</p> <ul style="list-style-type: none"> • Whelen Cencom Light Controller Head with dimmable backlight • Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) • Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails • High current pigtail • Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head • Pre-wiring for grille LED lights, siren and speaker (60A) • Rear console plate (85R) – contours through 2nd row; channel for wiring • Grille linear LED Lights (Red / Blue) and harness • 100-Watt Siren / Speaker • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) <p>Note: Not available with options: 66A, 66B, 66C, 67U and 65U</p>	67H	3,379.00	-
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<p>Ultimate Wiring Package Includes the following:</p> <ul style="list-style-type: none"> • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does “not” include LED lights, side connectors or controller – Recommend Police Wire Harness Connector Kit 67V <p>Note: Not available with options: 65U, 67H</p>	67U	526.00	-
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Police Wire Harness Connector Kit – Front/Rear

For connectivity to Ford PI Package solutions includes:

- Front
 - (2) Male 4-pin connectors for siren
 - (5) Female 4-pin connectors for lighting/siren/speaker
 - (1) 4-pin IP connector for speakers
 - (1) 4-pin IP connector for siren controller connectivity
 - (1) 8-pin sealed connector
 - (1) 14-pin IP connector
- Rear
 - (2) Male 4-pin connectors for siren
 - (5) Female 4-pin connectors for lighting/siren/speaker
 - (1) 4-pin IP connector for speakers
 - (1) 4-pin IP connector for siren controller connectivity
 - (1) 8-pin sealed connector
 - (1) 14-pin IP connector

Note: Note:See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com

67V

174.00

-

KEY EXTERIOR OPTIONS

Engine Block Heater

41H

85.00

-

License Plate Bracket – Front

153

N/C

X N/C

Lamps / Lighting

Dark Car Feature – Courtesy lamps disabled when any door is opened

43D

24.00

X

\$24.00

Daytime Running Lamps

942

42.00

-

Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light)

17T

47.00

X

\$47.00

Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue)

21L

517.00

-

Note: Requires 60A

Front Interior Visor Light Bar (LED)

- Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programable. (Red/Red or Blue/Blue operation. White “take down” and “scene” capabilities)

96W

1,076.00

-

<p>Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U])</p> <p>Note: Front Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)</p>				
Pre-wiring for grille LED lights, siren and speaker 60A O / P-66A / P-67H / P-67U	60A	47.00		-
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue)	63L	541.00		-
<p>Rear Spoiler Traffic Warning Lights (LED)</p> <ul style="list-style-type: none"> Fully integrated in rear spoiler for enhanced visibility Provides red/blue/amber directional lighting – fully programmable <p>Note: Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)</p> <p>Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U])</p>	96T	1,405.00		-
<p>Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue)</p> <ul style="list-style-type: none"> Located on exterior mirror housing LED lights only. Wiring, controller “not” included <p>Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (will add 60a)</p>	63B	273.00		-
<i>Spot Lamp Prep Kits</i>				
<p>Spot Lamp Prep Kit, Driver Only</p> <p>Note: Does not include spot lamp housing and bulb</p>	51P	132.00		-
<p>Spot Lamp Prep Kit, Dual Driver and Passenger</p> <p>Note: Does not include spot lamp housing and bulbs</p>	51W	264.00		-
<i>Spot Lamp – LED Bulb:</i>				
Driver Only (Unity)	51R	371.00		-
Driver Only (Whelen)	51T	394.00	X	\$394.00
Dual (driver and passenger) (Unity)	51S	582.00		-
Dual (driver and passenger) (Whelen)	51V	625.00		-
<i>Body</i>				
Glass – Solar Tint 2nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	112.00		-

Glass – Solar Tint 2nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	92R	80.00		-
Underbody Deflector Plate (engine and transmission shield)	76D	315.00		-
<i>Wheels</i>				
Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	65L	56.00		-
18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	64E	447.00		-
<i>Audio / Video</i>				
Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	87R	N/C		-
<input checked="" type="checkbox"/> Rear Camera On-Demand – allows driver to enable rear camera on-demand <i>Rear Camera On-Demand – allows driver to enable rear camera on-demand</i>	19V	217.00	X	\$217.00
<i>Doors / Locks</i>				
Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	52P	150.00	X	\$150.00
Rear-Door controls Inoperable / Locks Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	68G	71.00		-
Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless)	18D	N/C	X	N/C
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed-Alike	55F	320.00		-

Keys (Note: Can be ordered with Remote Keyless-Entry – 55F)

Keyed Alike – 1435x	59E	47.00		-
Keyed Alike – 1284x	59B	47.00		-
Keyed Alike – 0135x	59D	47.00		-
Keyed Alike – 0576x	59F	47.00		-
Keyed Alike – 1111x	59J	47.00	X	\$47.00
Keyed Alike – 1294x	59C	47.00		-
Keyed Alike – 0151x	59G	47.00		-

Flooring / Seats

1st and 2nd row carpet floor covering (includes floor mats, front and rear) 16C O / P-65U	16C	118.00		-
2nd Row Cloth Seats has to be ordered with F6	88F	56.00		-
Power passenger seat (8-way) w/2-way manual recline and lumbar)	87P	306.00		-
Front and Second Row Carpet With Floor Matts Front and Rear	16C	118.00		-
Front Console Plate Delete-Note: Not available with option: 67H, 67U, 85R	85D	N/C		-

<input checked="" type="checkbox"/> Rear Center Seat Delete (includes center seat delete tray) <i>Rear Center Seat Delete (includes center seat delete tray) Rear Center Seat Delete (includes center seat delete tray) Rear Center Seat Delete (includes center seat delete tray)</i>				
Note: Not available with 65U or vinyl rear seats	85S	N/C		-

Rear Console Plate				
Note: Not available with option: 65U, 85D	85R	42.00		-

Safety & Security

Ballistic Door-Panels (Level III+) – Driver Front-Door Only1	90D	1,490.00		-
Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors1	90E	2,979.00		-
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only2	90F	2,270.00		-
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Door Only2	90G	4,541.00		-
BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Requires 54Z)				
Note: Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	55B	512.00		-
<input checked="" type="checkbox"/> Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of				

vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B	635.00		-
<input checked="" type="checkbox"/> Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use)	76P	136.00		-
Note: Not available with option 96W Note: Not available with option 96W Note: Not available with option 96W				
Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	56.00	X	\$56.00
Perimeter Anti-Theft Alarm • Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn <i>headlamps, parking lamps and sound the horn</i> • Requires Keyless-Entry Key Fob (55F)	593	112.00		-
Police Engine Idle feature • This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	47A	244.00		-
Reverse Sensing System	76R	259.00	X	\$259.00
Aux Air Conditioning Note: Now available with Cargo Storage Vault	17A	573.00		-
Badge Delete • Deletes the “Police Interceptor” badging on rear liftgate • Deletes the “Interceptor” badging on front hood (EcoBoost®)	16D	N/C		-

12.1"12.1" Integrated Computer Screen

- Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area
- Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable
- Includes SYNC 3

	47E	2,580.00		-
Cargo Storage Vault (includes lockable door and compartment light)				
Note: Now available with Aux Air Conditioning	63V	230.00		-
OBD II Split Connector Highly Recommended by Up Fitters	61B	52.00		-
Rear Auxiliary Liftgate Lights	43A	371.00		-
<input checked="" type="checkbox"/> Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring) Now Standard	52T	N/C		-
<input checked="" type="checkbox"/> H8 AGM Battery (900 CCA/92-amp)	19K	103.00		-
Noise Suppression Bonds (Ground Straps)	60R	94.00	X	\$94.00
100 Watt Siren/Speaker (includes bracket and pigtail)	18X	296.00		-
Low-Band Frequency Noise Suppression Kit New Option	68E	183.00		-
Pulse Rear-End Deterrent System*	DLRI	299.99		-
				-
				-

***Non Contracted State Items** **Total Per Unit** **35832.24**

State Contract Number From Dodge of Burnsville

Allow 12-18 weeks for delivery from order date

Vehicle order deadline 12-31-2020

2021 Durango SXT AWD

Note: Please select options

Options

V6 WDEL75 2BA SXT Package

Base Vehicle Contract Price

\$ 25,305.00

Extra OEM Key Each \$215 How Many?

1

\$ 215.00

2BB SXT Plus Packages:

Copy and Paste Price to add options

2BB SXT Plus	2BB	\$ 2,610.00	\$ 2,610.00
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Functional Packages:

Copy and Paste Price to add options

Trailer Tow Group IV	AHX	\$ 1,076.00	
3rd Row Seating Group	AMM	\$ 986.00	

Additional Features

3rd Row Delete Group	AND	\$ -	
Cargo Compartment Cove	CSC	\$ 68.00	
MOPAR Chrome Tubular Side Steps	MRT	\$ 653.00	
Uconnect 5 Nav w 10.1" Display (USA)	UBN	\$ 896.00	

Seat Options

Cl Bucket Seats w/ Shift Insert/Black	C5/X9	\$ -	X
Cl Bucket Seats w/ Shift Ins/BK/Lt Frost Beig	C5/XL	\$ -	

Color Options

Billet Clear Coat	PSC	\$ -	
DB Black Clear Coat	PXJ	\$ -	
Destroyer Grey Clear Coat	PDN	\$ -	
Granite Clear Coat	PAU	\$ -	
In-Violet Clear Coat	PHR	\$ -	
Octane Red Pearl Coat	PRV	\$ -	
Reactor Blue Pearl Coat	PBF	\$ -	
Vice White	PWD	\$ 536.00	
White Knuckle Clear Coat	PW7	\$ -	

Total Delivered Price with options Per Contract

\$ 28,130.00

State Contract Number 169037 From Dodge of Burnsville

Allow 10-16 weeks for delivery from order date

Anticipated order cutoff date of 12-31-20

2021 Charger SXT

Note: Select options Options

V6 AWD 28H Package (LDES48)	Base Vehicle Contract Price	\$ 25,218.08
Extra OEM Key	Each \$215 How Many? 1	\$ 215.00

Functional Packages		Copy and Paste Price to add options	
Plus Group	AAV	\$ 2,426.00	\$ 2,426.00
MOPAR Interior Appearance Group	ACX	\$ 428.00	
Cold Weather Package	AD7	\$ 626.00	
Technology Group	ADG	\$ 1,706.00	
Blacktop Package	ADX	\$ 986.00	
Driver Convenience Group	AJV	\$ 1,166.00	
Navigation & Travel Group	AMN	\$ 896.00	
Sound System Components			
Alpine Audio Group w/Subwoofer	AR6	\$ 986.00	
Additional Features			
Cargo Net	CKR	\$ 541.00	
Power Sunroof	GWA	\$ 541.00	
Security Alarm	LSA	\$ 541.00	
Gloss Black Painted Roof	MXS	\$ 541.00	
Engine Block Heater	NHK	\$ 541.00	
Seat Options			
Cloth Sport Seat/Black	BF/X9	\$ -	X
Houndstooth Cloth Sport Seat/Black	H5/X9	\$ 176.00	
Color Options			
Low Vol colors not available with Ram Box			
F8 Green	PFQ	\$ -	
Frostbite	PCA	\$ -	
Go Mango	PVP	\$ -	
Granite Pearl Coat	PAU	\$ -	
Hellraisin	PCD	\$ -	
Indigo Blue	PBM	\$ -	
Octane Red Pearl Coat	PRV	\$ -	
Pitch Black Clear Coat	PX8	\$ -	
Sinamon Stick	PEC	\$ -	
Smoke Show	PAE	\$ -	
TorRed Clear Coat	PR3	\$ -	
Triple Nickel Clear Coat	PSE	\$ -	
White Knuckle Clear Coat	PW7	\$ -	

Total Delivered Price with options Per Contract	\$ 27,859.08
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CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman

REPORT FROM: Steven Love, Director of Public Works/City Engineer
Scott Schultz, Utility/Fleet/Parks Superintendent

PRESENTER: Steven Love

AGENDA ITEM: Purchase Two Park Maintenance Machines

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The City of Maplewood's proposed 2021-2025 Capital Improvement Plan (CIP) identifies the replacement of two park maintenance machines. City Council approval is needed to move forward with this purchase.

Recommended Action:

Motion to approve the purchase of two park maintenance machines and direct the Mayor and City Manager to enter into a contract with MTI/Toro for the purchase under MN State Contract #178432 in the amount of \$166,787.50.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$166,787.50.

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: The proposed 2021-2025 CIP identifies \$170,000.00 for the replacement of the old units. The cost for this purchase less the trade in value of the old units (\$19,500.00) is \$166,787.50. This is \$3,212.50 less than the identified CIP amount. The savings will go into the fleet fund towards other 2021 CIP fleet purchases. The Finance Director has reviewed the fleet fund balance and there are sufficient funds to move forward with this purchase.

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The new park maintenance machines will increase work efficiencies and better serve the current and future needs of our public works operations.

Background

The 2007 park maintenance machine is the largest mower in the park maintenance fleet. It cuts a 16 foot path and is utilized every day during the mowing season throughout the parks system. This mower is a high wear piece of equipment with high engine hours (4223 engine hours). The high engine hours result in high repair costs and it is no longer effective to operate.

The 2013 park maintenance machine performs year round maintenance throughout the park system. In winter it is equipped with a snowblower and broom for snow removal and ice rink maintenance throughout the City. During the mowing season it is utilized 5 days a week cutting grass throughout the parks system. This mower is a high wear piece of equipment with high engine hours (2485 engine hours). The high engine hours result in high repair costs and it is no longer effective to operate.

Staff is requesting this equipment be ordered prior to January 1, 2021 to lock in the lowest contract pricing and establish an earlier build date. The City would accept delivery and be invoiced for this purchase in 2021. The following is a summary of the costs for the replacements:

• 2021 Toro GM 4000 (Machine and Attachments	\$88,179.34
• 2021 Toro GM 5900 (Machine)	\$98,108.15
• <u>Trade in Value of Both Old Machines</u>	<u>-\$19,500.00</u>
Total Purchase Cost	\$166,787.50

Attachments

1. Quote/Specs from MTI/Toro
2. 2021 CIP Sheet



Toro Equipment Proposal



City of Maplewood

Quote Date: 11.11.2020

Quote Id# Q00549

Award Price Type: stcnt

Contract # n/a

Thank you for allowing us the opportunity to partner with you on your equipment needs. We are pleased to submit this equipment proposal for your review. All of the proposed Toro equipment meets, or exceeds, ANSI Safety Specifications.

Quantity	Model #	Product Name	Unit Award Price	Extended Award Price
1	30609	Groundsmaster 4000-D (T4)	\$65,995.33	\$65,995.33
1	30669	Universal Sunshade, White	\$587.28	\$587.28
1	31522	4WD Flow Divider Kit	\$383.96	\$383.96
1	30414	North American Road Light Kit	\$798.42	\$798.42
1	30691	Lights Adapter Kit	\$167.35	\$167.35
1	misc	Tektite Cab for GM 4000-D includes strobe, wiper, defrost fan, rear wiper, mirrors and heater	\$9,752.00	\$9,752.00
1	900456	Snowblower for GM 4000	\$10,495.00	\$10,495.00
1	31698	Groundsmaster 5900 (T4)	\$97,445.80	\$97,445.80
1	30669	Universal Sunshade, White	\$587.28	\$587.28
1	31701	Auxiliary Braking System	\$75.07	\$75.07
1	xx-ue	Less trade in Jacobsen HR9016-7052801655	-\$11,000.00	-\$11,000.00
1	xx-ue	Less trade in Jacobsen R311t-0697102100 with cab and blower	-\$8,500.00	-\$8,500.00

MN State Contract # 178432

Award Price Subtotal **\$166,787.50**Award Price Total **\$166,787.50**

- New Toro Commercial Equipment includes a Two (2) Year Manufacture Warranty
- Terms: **Net 30 day (if not financed)**
- Quote valid for 30 days
- Set-Up and Delivery at No Charge
- 2.5% Service Fee to be applied to all invoices paid via Credit Card

Please do not hesitate in contacting us with any questions.

Bob Frank, SCPS
Outside Sales Representative
612-877-0837

Mandi Prinsen, SCPS
Inside Sales Representative
800-492-6344

bob.frank@mtidistributing.com

mandi.prinsen@mtidistributing.com

MTI Distributing, Inc. • 4830 Azelia Avenue North, Suite 100 • Brooklyn Center, MN 55429

Capital Improvement Plan
City of Maplewood, Minnesota

2021 *thru* 2025

Project # PW17.02
Project Name 16' Park Mower



Type Equipment
Useful Life 7 years
Category Equipment: PW Equip

Department Public Works
Contact Public Works Director
Priority 3 Important

Status Active

Description

Total Project Cost: \$90,000

The 2007 Jacobsen mower, Unit 660, is due for replacement in 2021.

Justification

The 2007 mower is due for replacement. This is the largest mower in the park maintenance fleet. It cuts a 16 foot path and is utilized every day during the mowing season throughout the parks system. This machine has high engine hours and is showing heavy wear. It is inefficient and no longer cost effective to operate.

Expenditures	2021	2022	2023	2024	2025	Total
Equip/Vehicles/Furnishings	90,000					90,000
Total	90,000					90,000

Funding Sources	2021	2022	2023	2024	2025	Total
Fleet Management Fund	90,000					90,000
Total	90,000					90,000

Budget Impact/Other

There will be a positive impact on the operating budget due to lower maintenance costs.

Capital Improvement Plan
City of Maplewood, Minnesota

2021 *thru* 2025

Project # PW18.22
Project Name Two Park Maintenance Machines

Type Equipment
Useful Life 10 years
Category Vehicles
Department Public Works
Contact Public Works Director
Priority 2 Very Important

Status Active



Description

Total Project Cost: \$160,000

Two park maintenance machines, Units 658 and 659 are scheduled for replacement.

Justification

Two 2013 park maintenance machines are in need of replacement. These two machines perform year round maintenance throughout the parks system. In the winter season they are equipped with snowblowers and brooms for snow removal and ice rink maintenance throughout the City. During the mowing season the machines our out in the system five days a week cutting grass. These are high wear machines. The 2013 models have high engine hours and are in need of costly repairs. They are no longer cost effective to operate.

Expenditures	2021	2022	2023	2024	2025	Total
Equip/Vehicles/Furnishings	80,000	80,000				160,000
Total	80,000	80,000				160,000

Funding Sources	2021	2022	2023	2024	2025	Total
Fleet Management Fund	80,000	80,000				160,000
Total	80,000	80,000				160,000

Budget Impact/Other

There will be a positive impact on the fleet operating budget due to lower maintenance costs.

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Steven Love, Public Works Director / City Engineer

PRESENTER: Steven Love

AGENDA ITEM: Resolution of Intent to Replace Sterling Street Bridge (Bridge No. 92252) in the City of Maplewood, City Project 16-25

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

A resolution of intent to replace a bridge is needed to accompany the application for State Bridge Bond Funds. The City Council will consider approving a Resolution of Intent to Replace Sterling Street Bridge (Bridge No. 92252) in the City of Maplewood, City Project 16-25.

Recommended Action:

Motion to approve the Resolution of Intent to Replace, Sterling Street Bridge (Bridge No. 92252) In the City of Maplewood, City Project 16-25.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$0.00

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: The draft 2021-2025 Capital

Improvement Plan (CIP) shows the Sterling Street Bridge being replaced in 2021. The estimated total CIP project cost is \$1,300,000 and is funded primarily by State Bridge Bond Funds. This project is also eligible to be funded through Municipal State Aid depending on the success of the Bridge Bond Fund application and the amount of available State Bridge Bond Funds. The draft engineering cost estimate is currently \$1,000,000 and staff will continue to refine this estimate as we work with State Aid on final plan approval.

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The Sterling Street Bridge is an important part of the City's infrastructure and is in need of replacement. This resolution is needed as part of the application for State Bridge Bond Funds for the replacement of the Sterling Street Bridge.

Background

The City of Maplewood is responsible for five bridges located throughout the City. The Sterling Street Bridge over Fish Creek was built in 1942. The latest inspection report gave this bridge an “unofficial” sufficiency rating of 29.1 out of 100 indicating the bridge is in need of replacement. In 2018, MnDOT recommended that the posted load rating be reduced. New load rating signs were installed by Maplewood’s Public Works Department.

On October 24, 2016, the City Council signed a work order for professional design services with Bolton & Menk, Inc. The proposed design is to replace the old wooden bridge with a concrete box culvert. This design will result in reduced construction and long term maintenance costs over a traditional bridge design.

While working with our partners at State Aid and Ramsey Washington Metro Watershed District (RWMWD), it was identified during the design process that a variance from State Aid was needed. The variance request was to keep the vertical curve for the centerline of the road at the same elevation as the existing road profile. This allows for the proposed concrete box culvert and roadway to be constructed with minimal impact to the current flood plain by minimizing the amount of fill required. The State Aid variance request was granted in 2019.

The City is planning on submitting an application for State Bridge Bond Funds for the replacement of the Sterling Street Bridge. As part of the application for State Bridge Bond Funds, a resolution of intent for the replacement of the Sterling Street Bridge is needed. Staff recommends the approval of the attached resolution.

Attachments

1. Resolution of Intent to Replace the Sterling Street Bridge (Bridge No. 92252) in the City of Maplewood, City Project 16-25
2. Draft 2021-2025 CIP Plan

**RESOLUTION
OF INTENT TO REPLACE THE STERLING STREET BRIDGE
(BRIDGE NO. 92252) IN THE CITY OF MAPLEWOOD, CITY PROJECT NO. 16-25**

WHEREAS, the City of Maplewood has reviewed the pertinent data on the Sterling Street Bridge, Bridge No. 92252, and

WHEREAS, according to the latest inspection performed by Ramsey County, the bridge has an “unofficial” sufficiency rating of 29.1, and

WHEREAS, the City of Maplewood has identified Bridge No. 92252 as a high priority bridge that is in need of replacement.

NOW, THEREFORE, BE IT RESOLVED, that the Sterling Street Bridge, Bridge No. 92252, is a high priority bridge and the City of Maplewood intends to replace it as soon as possible when funds are available.

STATEMENT OF PURPOSE. The purpose of this resolution is to meet the requirements for the Minnesota Department of Transportation, Office of State Aid, and use the state transportation bond funds for bridge replacement. In order to be eligible for bridge bond monies, local units of government are required to adopt a resolution of proposed bridge replacement projects for the next five years.

Adopted by the City Council on this 23rd day of November, 2020.

Capital Improvement Plan
City of Maplewood, Minnesota

2021 *thru* 2025

Project # PW16.25
Project Name Sterling Street Bridge Replacement

Type Improvement **Department** Streets
Useful Life 50 years **Contact** Public Works Director
Category Street Construction **Priority** 1 Critical

Status Active



Description

Total Project Cost: \$1,300,000

The Sterling Street Bridge is an existing timber bridge that crosses Fish Creek and is proposed to be replaced in 2021.

Justification

The bridge on Sterling Street in south Maplewood is in need of replacement in the coming years and programmed for a 2021 replacement in accordance with the council adopted bridge program. State Bridge Funds are expected to pay for a majority of the cost of the project once it qualifies for funding as a result of its condition. Timing for this project depends on the condition of the bridge and available state funding.

Expenditures	2021	2022	2023	2024	2025	Total
Construction/Maintenance	1,300,000					1,300,000
Total	1,300,000					1,300,000

Funding Sources	2021	2022	2023	2024	2025	Total
Municipal State Aid	115,000					115,000
State Grants	1,185,000					1,185,000
Total	1,300,000					1,300,000

Budget Impact/Other

There will be a positive impact on the operating budget due to lower maintenance costs.

Budget Items	2021	2022	2023	2024	2025	Total
Maintenance	-1,000	-1,000	-1,000	-1,000		-4,000
Total	-1,000	-1,000	-1,000	-1,000		-4,000

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Mayor and City Council
REPORT FROM: Melinda Coleman, City Manager
PRESENTER: Melinda Coleman, City Manager
AGENDA ITEM: Waiver of Variable Pass-Through Percentage

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The nonprofit, Tubman, is applying to the Minnesota Office of Justice Programs for a 2021 Byrne JAG Criminal and Juvenile Justice Intervention Grant. One requirement of the Byrne JAG grant is that states pass through a percentage of funds to local units of government. By signing the waiver, the City is allowing the non-profit, Tubman, to access 100% of the grant funds.

Recommended Action:

Motion to approve the signing of the Variable Pass-through Waiver by Mayor Abrams. A condition of the approval is that the grant must be consistent with the policies and programs of the City and will not result in any conflict or adverse effects on any other program or initiative in which the City is currently or likely to be engaged and as approved by the City Manager.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is NA
 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: NA

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The project intervention Tubman aims to provide involves intensive youth case management designed to strengthen youth and family development, overcome barriers associated with justice-involvement and increase opportunities for positive educational, cultural and community ties, including youth leadership.

Background:

The nonprofit, Tubman, is applying to the Minnesota Office of Justice Programs for a 2021 Byrne JAG Criminal and Juvenile Justice Intervention Grant. The opportunity is made available by MN

Department of Public Safety Office of Justice Programs - Justice Assistance Grants (JAG) Funding and part of the process includes requiring units of local government to sign a variable pass-through waiver, attachment 1. The signers of this waiver represent governmental units eligible to apply for these funds and recognize that these funds are: 1) set aside for local government use, 2) that the project being proposed by this nonprofit will provide a direct local benefit and 3) signing this allows this entity to receive funds (if awarded) set aside for local units of government.

The project Tubman is proposing would serve justice-involved youth ages 10-17 and their families in Ramsey County, including the city of Maplewood. Tubman currently offer a similar program for youth and demand exceeds their current capacity to serve. The project intervention Tubman aims to provide involves intensive youth case management designed to strengthen youth and family development, overcome barriers associated with justice-involvement and increase opportunities for positive educational, cultural and community ties, including youth leadership.

Attachments:

1. Justice Assistance Grant Pass-through Waiver
2. RFP for 2021 Minnesota Byrne Justice Assistance Grants (JAG) Criminal and Juvenile Justice Intervention Grant Program

Waiver of Variable Pass-Through (VPT) Percentage

Minnesota Public Safety- Office of Justice Programs 2021 Federal Byrne JAG Criminal and Juvenile Justice Intervention Grant Funds

The nonprofit, Tubman, is applying to the Minnesota Office of Justice Programs for a 2021 Byrne JAG Criminal and Juvenile Justice Intervention Grant. One requirement of the Byrne JAG grant is that states pass through a percentage of funds to local units of government.

The signers of this waiver represent governmental units eligible to apply for these funds and recognize that these funds are 1) set aside for local government use, 2) that the project being proposed by this nonprofit will provide a direct local benefit and 3) signing this allows this entity to receive funds (if awarded) set aside for local units of government.

NOTE: The waiver must be signed by the governing body and/or the highest ranking official of the local government entity.

Local Government Representative Name:	Mayor Marylee Abrams
Title:	Mayor
Department:	City of Maplewood Mayor's Office
Signature:	
Date:	

Local Government Representative Name:	
Title:	
Department:	
Signature:	
Date:	

Local Government Representative Name:	
Title:	
Department:	
Signature:	
Date:	



Department of Public Safety
Minnesota Office of Justice Programs

2021 Minnesota Byrne Justice Assistance Grants (JAG) Criminal and Juvenile Justice Intervention Grant Program

GRANT REQUEST FOR PROPOSALS (RFP)

Applications due December 8th, 2020 at 4:00 pm in the e-Grants System

Interested in being a volunteer JAG grant application reviewer?

Complete the [Reviewer Application](#) by December 4, 2020.

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Request for Proposals (RFP) Part 1: Overview

1.1 General Information

- Grant Name: The Minnesota Byrne Justice Assistance Grants (JAG) Criminal and Juvenile Justice Intervention Grant Program
- [2021 Minnesota Justice Assistance Grants \(JAG\) RFP Information Website](#)
- Open for Applications: November 3, 2020
- Application Due Date: December 8, 2020 at 4:00 pm.

1.2 Program Description

The 2017 Minnesota Byrne Justice Assistance Grants strategic planning process identified criminal and juvenile justice intervention for adults and juveniles as a public safety funding priority. Additionally, top concerns include drug and alcohol abuse as well as addressing mental health issues, including co-occurring issues.

The Minnesota JAG Criminal and Juvenile Justice Intervention grants seek to improve public safety by supporting intervention activities for adults or juveniles who have had initial involvement and/or activities that will reduce further involvement in the criminal and juvenile justice systems.

1.3 Minnesota's Commitment to Diversity and Inclusion.

It is State of Minnesota policy to ensure equity, diversity and inclusion in making competitive grant awards. See Executive Order [19.01](#).

The Policy on Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities. See [OGM Policy 08-02](#).

1.4 Funding and Project Dates

Funding

Funds authorized by 42 U.S.C. §3751(a) through the Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Justice Assistance Grant Program.

Approximately \$2.3 million in JAG funds are available. No match is required, but evidence of community support will strengthen the application.

JAG requires that approximately 60% of funds be passed through to local units of government. Approximately 40% of awards may go directly to nonprofits. There are two ways a nonprofit can increase the chances of having their proposal chosen for funding:

1. Have a unit of local government be the applicant agency (fiscal agent). This governmental entity could include the nonprofit agency as a subcontract.
2. Have all units of local government that will benefit from your programming sign a Variable Pass-Through (VPT) waiver approving your agency's application. See **Appendix A** for waiver form.

The JAG funding is divided into two funding groups with separate competitive review processes:

- 1) Applicants or the lead agency* with an agency budget of \$3 million or less
- 2) Government agencies and nonprofit organizations with budgets over \$3 million

Funding Group	Estimated Funding Amount	Estimated number of awards	Estimated Range of Awards
Budgets Less than \$3 M	\$1.15 Million	3-6	\$150,000-300,000
Budgets More than \$3 M	\$1.15 Million	3-6	\$150,000-\$300,000

Note:

- The ***Lead Agency** is defined as receiving over 90% of the grant funds and may not be the fiscal agent.
- Applying with a variable waiver does not affect which funding group the application will be reviewed in.

Project Dates

These projects have a two-year grant period, with a start date of approximately January 1, 2021. Projects will need to begin operating within 90 days of award notice.

1.5 Eligible Applicants and Priority Populations

Nonprofit agencies, local units of government including cities, counties, townships, and tribal governments are eligible to apply. Agencies working together will identify one agency as applicant and legal grant recipient; budgets can include subgrants or contracts with partner agencies.

OJP is making a concerted effort to acknowledge and respond to the call from communities to address current concerns and future reforms to end systemic racial practices that exist in various capacities in law enforcement, juvenile and adult criminal justice systems, including courts, and incarceration structures and settings. Priority will be given to applicants that are serving primarily African American or American Indian clients and communities.

Note: Governmental applicants, if selected for funding, will have to be able to sign a certificate of compliance with 1373 and 1644 and provide information on communication practices with Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE).

1.5 Questions, Technical Assistance and Information Sessions

Please submit any questions regarding this RFP by email to claire.cambridge@state.mn.us. Within seven business days, all answers will be posted on the [JAG RFP Frequently Asked Questions](#) page. If you are unable to submit your question via email, please call 651-201-7307 for assistance.

RFP Information Sessions

OJP will offer two online information with Questions and Answers sessions. In the sessions, staff will provide background on the Byrne JAG program, walk through the RFP and application requirements, and give an overview of the application review process. At the end of each session, staff will open it

up for questions. However, not required, prospective applicants are encouraged to participate in at least one information session. Questions and answers from both of the sessions will be posted on the [Frequently Asked Questions page](#).

RFP Information Session Dates:

- November 10, 2020 at 10:00 am – [Registration Required](#) via Zoom
- November 19, 2020 at 3:00 pm - [Registration Required](#) via Zoom

RFP Part 2: Program Details and Requirements

2.1 Background Information

An intervention is a program or project that helps disrupt practice/s or behaviors of individuals or communities with the goal of increasing their safety. Interventions happen in different settings including communities, schools, corrections, detention centers, courts, or in the home. Research has shown that interventions create change by:

- Influencing individuals' knowledge, attitudes, beliefs and skills;
- Increasing social support; and
- Creating supportive environments, policies and resources within organizations.

2.2. Eligible Projects

Examples of eligible activities includes, but are not limited to:

- **Restorative practices**-Providing a safe space to talk and come up with solutions (such as restorative circles)
- **Diversion options**- Alternative options for people other than entering the criminal justice system
- **Bail reform**- Removing the barrier of having enough money to be released from detention and instead, focusing on an individual's chances of harming others
- **Targeted Community Engagement** through outreach and situational de-escalation
- **Systems change work**- Getting public support to address a root cause of a problem in the criminal justice system and educating others on the solution
- **Case management**- Providing support around basic needs and to help a person meet their goals
- **Mental health**- Using mental health services as a problem solving solution (such as training school staff and students)
- **Pretrial services**- Supervision and monitoring of defendants during pretrial period
- **Reentry services**- Providing support and programming for people returning from a corrections institution
- **Screening and Assessment**- Adding these tools to a process to correctly identify issues earlier enough to address and give information to help with decision making

- **Addressing Criminogenic Needs-** Targeting criminal thinking, behavior and identity through cognitive behavioral interventions
- **Family Engagement-** Focusing on the family as a whole and increased family involvement
- **Address substance use disorder or behavioral health care-** According to the National Institute on Drug Abuse (NIDA) Prevention Principles, intervention programs addressing drug and alcohol abuse should:
 - Enhance a person’s or a community’s strengths and skills and reduces the risk of dangers that lead to drug use
 - Address all forms of drug abuse, including underage use of legal drugs
 - Should be tailored to a specific population (age, gender, ethnicity)
- **Recidivism Reduction-** Reducing a person’s chances of returning to detention should be using the Risk-Needs-Responsivity Model:
 - Risk – providing services that match an offender’s risk of reoffending, with most intensive supervision and services focused on people most likely to reoffend;
 - Need - focusing treatment on the causes that promote criminal behavior in a person
 - Responsivity- tailoring activities and services to a person
- **Reducing Ethnic and Racial Disparities in Justice Systems-** MN Juvenile Justice Advisory Council’s [Disparities Reduction Model](#)

2.3 Ineligible Projects Expenses and Other Considerations

Include but are not limited to:

- Capital expenses such as building improvements or facility remodeling.
- Funding must supplement, not supplant state and local government funds.
- Gift cards and all food expenses.
- Other items unallowable with federal funds. (Reference in the [DOJ Financial Guide](#))

2.4 Project Requirements

Community and Systems Partnerships

Since interventions rarely, if ever occur within one organization or system it is expected that the key stakeholders of your project are invited and authentically engaged with all aspects of this process. Genuine partnerships and collaborations involve clear roles and responsibilities. As well as for partners to be compensated whenever possible. Grantees should work together in partnership with relevant stakeholders, which may be systems partners, other community organizations, local public health, businesses, or other government agencies.

Program Evaluation

Program evaluation is an important component of this grant program, it can help you understand, verify or increase the effect of your program. It can also provide data to highlight your program’s impact. It will also help show how the project is meeting the goals set in this application. Grantees may use funds for staff to work on evaluation or may subcontract with external evaluation partners. Evaluation may include, but is not limited to, developing an evaluation plan, developing data

collection tools, collecting and analyzing evaluation data and attending in-state evaluation training and technical assistance events. Approximately 10% of amount requested should be dedicated to project evaluation

Evidence and/or Promising Practices

The term evidence-based means, the use of data and information found through research. Evidence-based practice refers to the use of research findings that are demonstrably effective. While it is the goal to fund programs that are using evidence-based practices, we also recognize the challenges of funding grants that are strictly implementing evidence-based programs. We will support promising strategies that include practices that come from the local community that may be based on practice-based evidence (PBE) and/or lived experiences of communities of color and American Indians. PBE includes a range of approaches that develop over time through practice and experience. PBE approaches are often embedded in the culture, accepted as effective by local communities and support community healing from a cultural framework. Research-based projects include projects that can be tied to and/or include elements that draw from published literature, including both qualitative and quantitative studies.

2.5 Resources

Model programs and resources on evidence-based and best practices:

- [National Institute on Drug Abuse](#)
- [National Institute of Justice](#)
- [Crime Solutions](#)
- [Cognitive Behavioral Therapy](#)
- [OJJDP Model Programs Guide](#)
- [Models for Change Evidence-based Practices](#) – Information focusing on juvenile justice reform
- [School-wide Positive Behavioral Interventions and Supports \(SWPBIS\) program](#)
- [Results First Clearinghouse Database](#) – Online resource for effective social policy programs
- [Developing Culturally Responsive Approaches to Serving Diverse Populations](#)

Evidence-Based Behavioral Health:

- [Texas Christian University Institute of Behavioral Health](#)
- [Oregon Health Authority](#) – Evidence-Based Practices and Process for Addiction and Mental Health Services.
- [SAMHSA](#)
- [Screening and Assessment](#)
- [Evidence-Based Practices Web Guide](#)
- [Urban Institute Mental Health Court Evaluation](#)

RFP Part 3: Application Process and Instructions

3.1 Application Deadline

All applications must be submitted using the [e-grants](#) web-based system by 4:00 p.m. on Tuesday, December 8, 2020. Applications cannot be submitted after this time. No paper submissions will be accepted.

3.2 Application Submission Instructions

Applications must be submitted via e-grants, the Office of Justice Programs (OJP) online grants management system. [e-grants](#) can also be accessed via the Office of Justice Programs [website](#). If you have never applied for a grant with the Office of Justice Programs, create a user account by clicking on the purple “New User” option in the login box in the upper right corner of the e-grants website and follow instructions to fill out the profile. Contact the e-grants Helpdesk at 1-800-820-1890 if you have login issues.

3.3 Terms and Conditions, Grant Program Guidelines, OJP Grant Manual

As part of submitting this application in e-grants the applicant agency agrees to the Terms and Conditions of OJP Grantees for applicants as well as the JAG Program Guidelines. These address federal and state requirements such as worker’s compensation, civil rights, affirmative action, and data privacy. By agreeing to these in e-grants the applicant is confirming that they have the ability to make these commitments. Applicants are encouraged to print and review these documents with the appropriate agency staff prior to submitting the application in e-grants. If selected for funding, the grantee will need to submit required certifications. Grantees agree to follow the OJP [Grant Manual](#), which provides basic information on policies and procedures for grant administration. These documents become, by reference, part of the formal grant contract agreement.

3.4 Federal Grants Application Requirements

A DUNS (Data Universal Numbering System) number and an active registration in [SAM.gov](#) (System for Awards Management) are requirement for these funds. Follow [these instructions](#) to register for SAM.gov and to receive a DUNS number.

3.5 Application Content

The application consists of the following required parts; any missing part will prevent the application from submission. **Applications** that **do not answer** all questions and/or **do not follow** the RFP instructions (going over the page limit etc.) will not score well in the review process.

A. Project Information Form

Input this information directly into the form in e-grants and it will be used as the cover sheet for the application. You will need,

- Contact information for the Fiscal Agent (This is the agency named in the grant contract and responsible for the administration of the grant)
- The fiscal agent’s federal and state identification numbers

- Fiscal agent's DUNS number (see 3.4)
- Contact information for the person/s responsible for programming, financials and contracts
- Lead Agency's (the organization receiving over 90% of grant funds and may not be the fiscal agent/applicant) annual budget amount
- Brief project description and project's geographic information
- Select whether you are, attaching a Variable Pass-Through Waiver, have one in process, or are applying without a waiver.

B. Narrative:

Address the following in a seven page maximum Word document with ¾" margins, single-spaced and with a 12-point font size. When ready to submit, **upload the narrative as an attachment in e-grants**. The narrative should address the following issues (please number responses):

1. Organizational Overview (20 Points):

- Brief description of agency's mission and history. How does the proposed project fit within the mission?
- Describe your grant management experience, include if received federal funding before.
- What experience do you have working with your target population?
- What percentage of leadership staff, board of directors and staff as a whole are Black, Indigenous, or Persons of Color (BIPOC)? Is this percentage proportional to the BIPOC clients served by the organization?

2. Planning Process (20 Points):

- What is the need for your project? **State the problem your project is addressing. Include relevant data (such as neighborhood crime data, local historical practices, etc.) to support the statement.**
- Describe how your project fills an unmet need or gap.
- What is the target population and why is it the focus of your program? How many clients will your project serve in the two year period?
- If currently operating, how long has it been operating and how many clients have you served to date?

3. Project Description (24 Points):

- With the goal of increasing public safety through intervention, describe the proposed project's activities.
- Explain how the activities provide an intervention to disrupt further criminal involvement.
- Provide justification for your proposed activities. This may include lived experiences, scholarly research, outcomes from past projects, and/or other sources.

Include a discussion of cultural considerations and why you expect the project to be successful with the communities engaged and served.

- Describe the program structure by detailing the referral and admissions process, program requirements and the completion and termination considerations.

Note: The project activities should be included in your work plan and budget

4. Partnerships (8 Points):

A key partner is a partner that is essential to meeting the goals of the grant program. Key partners will have tasks in the work plan and possibly in the budget. A supportive partner does not have specific grant related tasks.

- Identify the key partners; summarize their expertise in the program area. Specify for each if they are current, past or possible partners.
- Clearly state the roles and responsibilities of each partner organization in the implementation and continuation of this project.
- Name any other community agencies, correctional institution(s), probation systems, or other partners that support this project.

5. Evaluation (8 Points):

Program evaluation can help you understand, verify or increase the effect of your program. It can also provide you data to highlight your program's impact. In addition, it will build your capacity to evaluate your own programs and/or projects in the future.

- If your program is new, what is your plan to evaluate the implementation of your program?
- Provide an overview of the plan to measure the impact of the project. What changes do you expect to see in knowledge, attitudes, behaviors, skills, etc. of participants?
- If the change can be measured, how will these changes be measured (thinking skills tests, drug tests, etc.)?
- When and by whom will this data be collected?
- If this is a current program, what are some current outcomes? How do these outcomes support the proposed program? What is the plan for evaluation moving forward?

C. Work Plan/Outcomes (16 Points):

Applicants must complete a work plan, which will be used as a roadmap throughout the life of the grant and used as the basis for quarterly project reporting. The work plan allows you to describe the day-to-day activities of a project. **Download the work plan template from the Work Plan form in e-grants and make a copy of the template for each project objective.**

The plan should include detail on specific activities, purpose of the activity, number of sessions/ persons served, frequency and duration of activities and intended results or outcomes. The activities and their intended effect should expand on the goal and activities described in the narrative. You will

also include how you will measure the success of the program. **Upload the completed work plan into the Work Plan form in the e-grants application.**

D. Budget (4 Points):

Your budget should be consistent with your narrative and work plan, making it clear how each of the activities will be funded. The budget will cover a two-year period and all expenses must be listed and directly chargeable to the grant. When estimating costs, please show your calculations by including quantities, unit costs and other details. Only include grant funded expenses in the budget descriptions.

Enter the budget directly into e-grants. Directions for entering the budget are available in the [Application Guide](#). The Budget Detail Requirements in **Appendix B** will show you examples and specific requirements for each of the line items.

Budget line items include:

Personnel, Payroll Taxes & Fringe, Contract Services, Travel, Training, Office Expenses, Program Expenses, and Other Expenses. Not all line items need to be used.

Staffing considerations:

- Staff positions in budget must be clearly linked to activities in the work plan.
- JAG funded staff must keep detailed time tracking records of hours worked on grant activities.
- Funding full time positions rather than percentages of numerous staff is preferred and will simplify your record keeping.

E. Indirect costs and Documentation

Indirect costs, often referred to as overhead, are costs shared by the organization as a whole and most often are not able to be broken down within each program of the organization. Indirect costs can be requested in one of the following ways:

1. Budget expenses directly in the applicable budget categories.
2. Use the federally allowed de minimus rate of 10% of Modified Total Direct Costs (MTDC). MTDC calculation **excludes** equipment, rental costs, participant support costs (Direct Client Assistance), and the portion of each subcontract in excess of \$25,000.
3. Use your federally approved indirect cost rate. If the federally approved indirect cost rate has expired then indirect costs must be directly charged in appropriate budget categories.

Using the Indirect Rate Documentation form in the application, you will calculate and request the indirect costs amount entered in your application's budget. **Complete either the MDTC or federal rate request form and if using a federally approved rate upload a current copy of a current indirect costs agreement.**

F. Organizational Financial Information Form

This required form includes providing the fiscal agency's finance information and accounting practices. You will need the agency's fiscal year information, total revenue, federal expenditures as well as information on specific accounting practices. All applicants with total annual revenues of \$50,000 or more and less than \$750,000 will need to upload the most recent IRS Form 990; applicants with total annual revenue of over \$750,000 will need to upload the most recent certified annual audit. If an audit is required, you will also need to upload management letters and corrective actions if issued.

G. Variable Pass-Through (VPT) Waiver Request Form

This is an optional form, if you are a nonprofit that would like to be eligible to be counted as a pass-thru applicant. Have all units of local government that will benefit from your project sign the VPT waiver approving your agency's application. The governing body and/or the highest-ranking official of the local government entity must sign the waiver. Signing a waiver does NOT constitute a co-applicant. A co-applicant would be named within the application.

RFP Part 4: Application Review Process

This is a competitive application process. A review committee made up of community and systems members will read and rate applications using a 100-point scale. The reviewers will meet and discuss the proposals and then put forth their recommendations. Please see **Appendix C** for the review sheet that reviewers will be using to score.

A final staff review will consider geographic locations, coordination with other federal, state, and local funding and past grantee performance. Timeliness and completeness of past grant financial and progress reporting is also considered. The Commissioner of Public Safety will make the final funding decisions and award notification will be by mail and email to applicants.

RFP Part 5: Post Award Requirements

- **Pre Award Risk Assessment and Financial Review.** In accordance with state and federal grant management policies it is required to consider a grant applicant's past performance before awarding subsequent grants to them. State policy requires states to conduct a financial review prior to a grant award made of \$25,000 and higher to a nonprofit organization. The necessary information for these is provided in the financial information form in the application.
- **Minnesota's Commitment to Diversity and Inclusion in Procurement**
The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within

our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296- 2600 or go to the [OEP website](#) .

- **Grant Contract Process.** After being selected for funding, OJP staff will work with the applicant to negotiate a final budget. The formal grant contract consists of the Grant Agreement, the Terms and Conditions, the Program Guidelines, as well as the work plan and budget. The Grant Agreement will be initiated, signed by grantee and OJP, and once fully executed it is then a legally binding agreement. Grant agreements not signed within 30 days of receipt may be canceled.
- **Progress Reporting.** Grantees will be required to submit regular narrative reports and data in a prescribed manner. Grantees will also submit reports directly to the Federal Bureau of Justice Assistance (BJA) using the Performance Measurement Tool (PMT).
- **Grant Payments.** This is a cost reimbursement grant. Grantees will only be paid for eligible expenses (after the grant contract is fully executed) that are incurred and are consistent with the negotiated budget.
- **OJP Grant Manual.** Grantees, grantee subgrants and contracts agree to follow the OJP Grant Manual as part of the application process. The manual is a resource for how our office manages grants and covers topics such as grant administration policies, program modification policies, general accounting requirements, etc. [OJP Grant Manual](#)

RIGHT OF CANCELLATION

The State reserves the right to cancel this solicitation if it is considered to be in its best interest. The State reserves the right to negotiate modifications to the application or to reject any and all applications received as a result of this Request for Proposals. The State does not intend to award a grant contract solely on the basis of any response made to this request, or pay for information solicited or obtained.

Waiver of Variable Pass-Through (VPT) Percentage

Minnesota Public Safety- Office of Justice Programs 2021 Federal Byrne JAG Criminal and Juvenile Justice Intervention Grant Funds

The nonprofit, _____, is applying to the Minnesota Office of Justice Programs for a 2021 Byrne JAG Criminal and Juvenile Justice Intervention Grant. One requirement of the Byrne JAG grant is that states pass through a percentage of funds to local units of government.

The signers of this waiver represent governmental units eligible to apply for these funds and recognize that these funds are 1) set aside for local government use, 2) that the project being proposed by this nonprofit will provide a direct local benefit and 3) signing this allows this entity to receive funds (if awarded) set aside for local units of government.

NOTE: The waiver must be signed by the governing body and/or the highest ranking official of the local government entity.

Local Government Representative Name:	
Title:	
Department:	
Signature:	
Date:	

Local Government Representative Name:	
Title:	
Department:	
Signature:	
Date:	

Local Government Representative Name:	
Title:	
Department:	
Signature:	
Date:	

Minnesota Office of Justice Programs Federal Grantee Budget Development Guidelines

The goal of the budget is to provide a clear and concise description of the expenses requested to support the activities in your grant application. A successful budget will show what each grant expense is, how much it costs and the calculation used to get that amount.

Use these guidelines along with the [OJP Grant Manual](#) to describe your grant budget in the application in e-grants.

KEY THINGS TO LOOK FOR WHEN REVIEWING YOUR BUDGET:

- The expense is allowed (Checked the grant manual and the RFP to verify)
- The staff are in the narrative and work plan
- The job titles in the budget match the job titles in the narrative
- Hourly wage amount and % charged to the grant are included
- The benefits are named in the fringe detail
- Contractor fees do not exceed \$650/day or \$81.25/hour
- Allocation calculations are included for expenses not charged 100% to the grant
- Mileage rate is included
- Each grant expense is clearly described with name, cost and calculation
- All expenses inside the description box add up to the award amount
- Did NOT include, "other" "etc." or "miscellaneous" in a description
- Indirect amount is used from the appropriate request form (included in e-grants application)

OVERALL BUDGET ITEMS

Allowability: Refer to the RFP for what IS and what is not IS NOT allowable. Specific to the JAG funds, capital expenses such as building improvements, gift cards, food and prepayments are some of the unallowed expenses.

Allocation Methods: Expenses solely tied to the grant can be charged at 100% to the grant. Charge any other shared expense (rent, maintenance, utilities etc.) by using an allocation method. For examples of the various allocation methods used, see the [OJP Grant Manual page 26](#). If using an allocation method you will upload your organization's allocation method explanation in the Organization's Financial Information form in the application.

Contract and Bidding Requirements – Non-governmental grantees: Any services and/materials using grant funds over \$10,000 require a bidding process. See [the Contract and Billing Documentation](#) for the specific requirements.

BUDGET DETAIL REQUIREMENTS BY BUDGET CATEGORY

PERSONNEL

- List all staff charged to the grant separately in their own line item
- For each staff include their job title, FTE % being charged and hourly rate
- For staff with multiple job duties include the duties and percentages charged
 - For example, Program Director-10% of time on program oversight and 20% on evaluation

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):

COV-19 Response : HELP *

Select the appropriate Budget Category for this budget item:

Personnel *

Provide a short description for this budget item (should be unique to this budget):

Outreach Worker *

Provide a more detailed description for this budget item:

1 FTE @ \$17/hour x 4 months
160 hrs/month x 4 = 640
\$17 X 640 = 10,880

74 of 1000

Enter the dollar amounts associated with the budget item:

Award

\$10,880.00 *

PAYROLL TAXES AND FRINGE

- List the fringe benefits charged to the grant
- Include the specific positions being covered and at what rate
- Taxes and fringe charges are allowed only for staff paid with grant funds
- The amount of taxes and fringe charged to the grant needs to match the amount of the FTE that is charged to the grant
 - For example- The program director has 30% of their time charged to the grant, which means that only 30% of their taxes and fringe is allowed to be charged

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):

COV-19 Response : HELP *

Select the appropriate Budget Category for this budget item:

Payroll Taxes and Fringe *

Provide a short description for this budget item (should be unique to this budget):

Payroll Taxes and Fringe *

Provide a more detailed description for this budget item:

FICA, Workers Compensation and health insurance for 1 FTE outreach worker, .30 FTE program director, .10 report manager @ estimated 20% of total salaries (\$16,480)= \$3,296

171 of 1000

Enter the dollar amounts associated with the budget item:

Award

\$3,296.00 *

CONTRACT SERVICES

- A contract is required for a service to be considered a contract
- List each contracted service in its own line item and the rates provided for the service
- All contracts of \$5,000 or more require prior OJP approval
- Contractor fees cannot exceed \$650/day or \$81.25/hour

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
*

Select the appropriate Budget Category for this budget item:
*

Provide a short description for this budget item (should be unique to this budget):
*

Provide a more detailed description for this budget item:
*

103 of 1000

Enter the dollar amounts associated with the budget item:

Award
*

TRAVEL

- Include the anticipated mileage amount and rate used for the life of the grant
- If a shared vehicle, such as a van is used for grant activities, then those costs (mileage and maintenance) can either be charged using an allocated rate or by the actual mileage used by grant program (tracked in a travel log), whichever is less.

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
*

Select the appropriate Budget Category for this budget item:
*

Provide a short description for this budget item (should be unique to this budget):
*

Provide a more detailed description for this budget item:
*

28 of 1000

Enter the dollar amounts associated with the budget item:

Award
*

TRAINING

- Include the cost of each training/s
- Include travel costs related to training/s
- Transportation, hotel and meal per diem are allowed and should be charged in accordance with the State of Minnesota [Travel Policy](#).

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
*

Select the appropriate Budget Category for this budget item:
*

Provide a short description for this budget item (should be unique to this budget):
*

Provide a more detailed description for this budget item:
*

126 of 1000

Enter the dollar amounts associated with the budget item:
 Award
*

OFFICE EXPENSES

- Include the allocation calculation
- List each expense’s estimated costs and the amount charged to the grant
- Expenses only used for grant funded activities can be charged at 100% to the grant
 - For example, the full price of a new computer for a 1 FTE grant staff

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
*

Select the appropriate Budget Category for this budget item:
*

Provide a short description for this budget item (should be unique to this budget):
*

Provide a more detailed description for this budget item:
*

207 of 1000

Enter the dollar amounts associated with the budget item:
 Award
*

PROGRAM EXPENSES

- List each expense type in their own line item i.e. client support expenses, curriculum materials
- For each program expense type, include the specific expenses and estimated costs with calculations

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
*

Select the appropriate Budget Category for this budget item:
*

Provide a short description for this budget item (should be unique to this budget):
*

Provide a more detailed description for this budget item:

95 of 1000

Enter the dollar amounts associated with the budget item:

Award
*

INDIRECT COSTS

- Refer to the [Indirect Costs Overview](#) for more information
- Include either the federally approved indirect rate or the 10% de minimis
- Use the indirect amount from the appropriate request form
 - [Federally Approved Indirect Cost Rate Request form](#)
 - [10% De Minimis Indirect Cost Rate Request Form](#)
- Include a detailed list of expenses that are not normally broke out by program that are included in the indirect costs
- Exclude any expense that is somewhere else in the budget

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
*

Select the appropriate Budget Category for this budget item:
*

Provide a short description for this budget item (should be unique to this budget):
*

Provide a more detailed description for this budget item:

230 of 1000

Enter the dollar amounts associated with the budget item:

Award
*

Applicant:

App #:

Project Name:

Amount Requested:

Funding Recommendation:

Rating and Score		Description	
Excellent (4)		Outstanding level of quality; significantly exceeds all aspects of the minimum requirements; No significant weaknesses.	
Good (3)		Good Response, meets minimum requirements; significant weaknesses, but correctable.	
Marginal (2)		Lack of essential information; low probability for success; significant weaknesses.	
Unsatisfactory (1)		Fails to meet minimum requirements; needs major revision to make it acceptable.	
Criteria	Points Awarded (1-4)	Weight	Total Points
Organization Overview			
Organization has a strong history in the community and the project is aligned with the mission.			4
Organization has a solid grant management experience, including managing federal funds.			4
Organization has a long history of working with their target population.			4
The organization's BIPOC leadership and staff make up over 50% of the staff. Or the staff racial make-up is proportional to the clients served. If yes award, 8 points if no award zero points.			8
	0	20%	20
Planning Process			
Proposal provides a description and relevant data for the need for an intervention project.			4
Proposal demonstrates how the project will meet the need.			4
Proposal defines the population that will be engaged. Reason is provided for why the population is the focus.			4
Proposal is serving a priority population, African American or American Indian clients. If yes, award 8 points. If no award zero.			8
	0	20%	20
Project Description			

Activities are described and support is provided to show how the activities will prevent further involvement in the justice system.		x2	8
Proposal provides reason and support for the proposed activities, including lived experiences, scholarly research, outcomes from past projects, and/or other sources.			4
Applicant addresses cultural considerations in explaining why they expect the project to be successful with their target population being served.		x2	8
The program structure is detailed and is in line with the project's description.			4
	0	24%	24
Partnerships			
A description of all key partners is provided, including their area/s of expertise.			4
The roles and responsibilities for all key partners are described.			4
		8%	8
Evaluation			
If this is a new program, the evaluation plan is detailed and clear. If a current program, outcomes are provided and supportive of the proposed program. The plan moving forward is also detailed and clear.		x2	8
		8%	8
Work Plan			
For each objective, the work plan includes: a brief description of the activity; purpose, frequency & outputs, timeline, person/s responsible (including external partners). The definition and proof of success.			4
Activities are clear and feasible.			4
Work Plan mirrors project description.			4
The activities will reduce further involvement in the criminal or juvenile justice system.			4
		16%	16
Budget			
Budget matches the project description and work plan.			4
		4%	4
TOTAL:		100%	100

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Shann Finwall, AICP, Environmental Planner

PRESENTER: Jeff Thomson, Community Development Director

AGENDA ITEM: Solid Waste Management Ordinance
 a. Ordinance Repealing the Solid Waste Management Ordinance and Creating a New Solid Waste Management Ordinance
 b. Resolution Authorizing Publication by Title and Summary (4 Votes)

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The Solid Waste Management ordinance must be amended to accommodate the new recycling contract which requires that all multiple-family dwellings are covered by the City's recycling program.

Recommended Action:

- a. Motion to adopt the ordinance repealing the Solid Waste Management ordinance and creating a new Solid Waste Management ordinance.
- b. Motion to adopt the resolution authorizing publication by title and summary (4 votes).

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$0.00

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: n/a

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The Solid Waste Management ordinance creates operational effectiveness by protecting public health and safety and promoting City cleanliness and livability. It is also an important component of the City's green infrastructure - the purpose of which is to achieve a reduction in waste generated by using best management practices to protect air quality, water quality, and natural resources. City Council action is required for all ordinance amendments.

Background

June 12, 2012: The City Council adopted the current Solid Waste Management ordinance and standards.

May 20, 2019: Maplewood released a Request for Proposal (RFP) for new residential trash and recycling contracts.

September 9, 2019: The City Council authorized 5-1/2 year contracts for new residential trash hauling with Republic Services and residential recycling collection with Tennis Sanitation.

February 26, 2020: The Environmental and Natural Resources (ENR) Commission recommended approval of the new Solid Waste Management ordinance.

Solid Waste Management Ordinance and Standards

The Solid Waste Management ordinance and standards were adopted after the City organized its trash hauling in 2012.

- **Ordinance Amendment:** The city has the authority to enact ordinances for these purposes under Minnesota Statutes, section 412.221, subdivision 22, which requires the City Council to provide for or regulate the disposal of garbage and other solid waste. The Solid Waste Management ordinance includes regulations for trash and recycling for single-family, multiple-family, and commercial properties; and licensing requirements for all haulers.
- **Standards:** The initial Solid Waste Management standards were reviewed and approved by the City Council in 2012. The standards are designed to assist in the implementation of the ordinance including procedures for storage, collection, and transportation of solid waste. The ordinance allows the City Manager or his or her designee to amend the standards to address new or modified procedures which are not contrary to the ordinance.

Multiple-Family Recycling Amendments

The City Council approved the release of an RFP for new trash and recycling contracts last year. The RFP outlined that all multiple-family dwellings would be required to use the City of Maplewood's residential recycling program. The new 5-1/2 year contract with Tennis Sanitation for single and multiple-family recycling includes this requirement. The language was added to increase multiple-family recycling rates, improve the City's recycling program, and allow for better management of the City's overall solid waste program.

The current Solid Waste Management ordinance allows multiple-family dwellings to supply their own recycling service. They can do this by opting into the City's recycling program or hiring a licensed hauler to collect recyclables from the property. There are approximately 6,219 multiple-family dwelling units in Maplewood, including townhomes, manufactured homes, and apartments. Of those, five developments with approximately 800 multiple-family dwelling units have not opted into the City's recycling program.

The new Solid Waste Management ordinance requires that all multiple-family dwellings be included in the City's recycling program, unless they had opted out as of the date of the new ordinance. Those properties can remain opted out of the City's recycling program under the following conditions:

1. **Sale of Property.** Upon the sale of the multiple-family dwellings. New property owners will be included in the city's recycling program.
2. **Recycling Fee.** The city's recycling fee shall not be invoiced to multiple-family dwellings that have opted out of the city's recycling program as of the date of the new ordinance.
3. **Collection Service Required.** The owner of a multiple-family dwellings shall make available to the occupants of all dwelling units on the premise services for the collection of designated recyclables.
4. **Recycling Information Required.** The owner of a multiple-family dwellings shall provide recycling information to the occupants of each dwelling unit on the property consistent with the City of Maplewood Solid Waste Management Standards.
5. **Responsibility for Providing and Maintaining Recycling Containers.** The owner shall assure adequate recycling containers are provided and maintained by the independent contractor.
6. **Transportation and Disposal.** Upon collection by the owner's independent hauler, that person shall deliver the designated recyclables to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.
7. **Annual Report.** The owner or manager of a multiple-family dwellings shall file an annual report with the city by January 31 of each year on a form detailed in the City of Maplewood Solid Waste Management Standards.
8. **Opting Into the City's Recycling Program.** Any multiple-family dwellings that had opted out of the city's recycling program as of the date of the new ordinance can opt back into the city's recycling program at any time. Once a multiple-family dwellings has opted back into the city's recycling program, they may not opt out again.

Other Solid Waste Management Amendments

It has been eight years since the Solid Waste Management ordinance was adopted. For this reason, the ENR Commission reviewed the ordinance for additional changes needed based on new policies, regulations, and contract language. Following is a list of the substantial ordinance amendments:

1. **Multiple-family recycling dumpsters** - allowing for the collection of recycling in recycling dumpsters in addition to carts as outlined in the City's recycling contract.
2. **Hours of collection** – 6 a.m. to 6 p.m. for all trash and recycling collection, instead of “as stated in the contract”.
3. **Payment of fees** – adding language that details how the recycling fee is added to residential and multiple-family water bills.
4. **Small business and church recycling** – adding language that details how small businesses and churches can opt into the City's recycling program and allowing the collection of

recycling in dumpsters and carts from those properties as outlined in the City's recycling contract.

5. Commercial building recycling – add language to ensure commercial buildings are collecting recyclable materials in accordance with state law and county policy.
6. Organics – adding language about food scrap recycling.
7. Delinquent accounts – delinquent accounts are defined as an account that is three months past due. The city-contracted trash hauler can impose administrative service fees on bills that are delinquent per the City's trash contract. The city-contractor can request that the City assess delinquent accounts that are six months or more past due.
8. Licensing – amending the auto liability coverage amounts from \$5 million down to \$1 million to be consistent with neighboring City licensing requirements.

Solid Waste Management Standards

The Standards serve as instructions for residents to follow as part of the solid waste collection system and do not replace or supersede city ordinance. Once the Solid Waste Management Ordinance amendments are adopted, City staff will review the Solid Waste Management Standards for needed changes.

Attachments

1. Ordinance Repealing the Solid Waste Management Ordinance and Adopting a New Solid Waste Management Ordinance
2. Solid Waste Management Ordinance (Redlined as Amended)
3. Resolution Authorizing Adoption by Title and Summary (4 Votes)

ORDINANCE NO. _____

An Ordinance Repealing the Solid Waste Management Ordinance and Creating a New Solid Waste Management Ordinance With Certain Modifications

The Maplewood City Council ordains as follows:

Section I. This section repeals the Solid Waste Management ordinance, Chapter 30, Secs. 30-1 to 30-105 and replaces them with a new Solid Waste Management ordinance.

Article I. – In General (Residential, Multiple-Family, Commercial)

Sec. 30-1 - Purpose

The city's goal is to improve solid waste management and to serve the following purposes:

- (a) Achieve a reduction in waste generated.
- (b) Encourage the separation and recovery of materials and energy from waste.
- (c) Ensure the protection of public health and safety and promote city cleanliness and livability.
- (d) Promote best management practices in solid waste management to protect air quality, water quality, and natural resources.
- (e) Be consistent with the requirements of the State statutes, State rules and Ramsey County ordinances, and with State and Ramsey County solid waste plans.
- (f) Provide high quality solid waste and recycling services in the most cost-effective manner possible.
- (g) Coordinate solid waste management among political subdivisions.

The city has authority to enact ordinances for these purposes under Minnesota Statutes, section 412.221, subdivision 22, which requires the city council to provide for or regulate the disposal of garbage and other solid waste. The City Manager or his or her designee shall have the authority to develop policy standards concerning the management of the Solid Waste ordinance. These standards shall not be contrary to this division.

Sec. 30-2 - Definitions

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this ordinance, except where the context clearly indicates a different meaning:

Additional/overflow garbage means garbage in excess of the capacity of the city-provided garbage cart with the lid in the fully closed position.

Appliances include washers, dryers, refrigerators, freezers, air conditioners, dehumidifiers, humidifiers, stoves, ranges, hot water heaters, water softeners and other, similar large household

items that require electricity and/or special processing under Minnesota laws, but do not include “electronic waste.”

Bulky waste means all large, bulky household materials which are too large for one person to pick up and/or do not fit within the city-provided garbage cart, and include (but are not limited to) carpeting and padding, mattresses, chairs, couches, tables, appliances and car parts including wheels, rims and tires.

City-contracted garbage hauler is the company that the city contracts with in accordance with Minnesota Statutes, section 115A.94 to provide residential garbage collection and disposal services in the city. The city-contracted garbage hauler is the sole garbage hauler for single-family residential properties in the city, and for other properties that the city has allowed to opt-in to the city-contracted garbage hauler service.

City-contracted recyclables hauler means the hauler(s) contracted by the city to provide collection of designated recyclables in the city for single-family and multiple-family dwellings properties in the city.

City-provided garbage carts are the wheeled containers for residential garbage in the city that are owned by the city and provided to garbage customers for their use; the containers are of various sizes and ownership is retained by the city.

City residential garbage program is the garbage collection through the city-contracted garbage hauler and any collection services outlined in the residential garbage contract.

City residential recycling program is the recyclable collection through the city-contracted recycling hauler and any collection services outlined in the residential recycling contract.

Collection means the aggregation and transportation of solid waste from the place at which it is generated and includes all activities up to the time when it is delivered to a designated disposal facility.

Collection service is the process of collection and transportation of garbage, yard waste, recyclables, bulky waste and/or source-separated organic materials by a licensed hauler.

Commercial property means properties in the city that are classified generally as commercial or business in the City zoning code which generates garbage and recyclables and are typically serviced by a dumpster form of garbage container.

Composting has the meaning set forth in Minnesota Statutes, section 115A.03, and means the controlled microbial degradation of organic waste to yield a humus-like product.

Contractor’s garbage bill is the Contractor’s bill for services, from either the city-contracted garbage hauler or a commercial hauler, which is directly submitted to customers.

Construction debris means building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings, roads or other facilities.

Day-certain collection is a city-approved plan for weekly collection services by an established day-certain schedule which requires garbage, yard waste, recyclables, and source-separated

compostable materials collections on the same day of the week, and which is based on a five (5) day work week (Monday through Friday).

Designated recyclables shall mean those materials designated as recyclables in the city recycling program in the City of Maplewood Solid Waste Management Standards

Dumpster has the commonly used meaning in the solid waste industry of a commercial garbage container made of metal or durable plastic with a lid that can be serviced by a front-end loading automated or rear-loading semi-automated garbage truck.

Electronic waste (electronic items) has the meaning set forth in Minnesota Statutes, section 115A.1310, subdivision 7 as “covered electronic device” and includes items such as television and computer monitors, computers, computer peripheral devices, fax machines, DVD players, video cassette recorders, other video display devices, cell phones and other small appliances with an electric cord.

Every other week collection garbage service means garbage collection on the same day of the week as day-certain service but on specified every other week dates. Residents must apply to the city to receive approval for this every other week service.

Food scraps means residential food waste and includes meal preparation and left over food from households intentionally separated at the source by residents for the purpose of backyard composting or separate collection for centralized recovery.

Garbage has the meaning set forth in Minnesota Statutes, section 115A.03, subdivision 21, mixed municipal solid waste, and means solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural waste, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Household garbage means garbage from residential properties.

Household hazardous waste has the meaning set forth in Minnesota Statutes, section 115A.96, subdivision 1, paragraph (b), and/or Minnesota Pollution Control Agency regulations and means waste generated from household activities that exhibits the characteristics of or that is listed as hazardous waste under agency rules, but does not include waste from commercial activities that is generated, stored, or present in a household and includes items such as paint, fluorescent light bulbs, mercury thermometers, cleaning fluids, herbicides, pesticides, fertilizers and other waste as defined in Minnesota statutes or regulations in that paragraph.

Load sensitive streets are those streets identified by the Public Works Director of the City of Maplewood as being at risk of accelerated deterioration due to excessive or high axle weight loads.

Manufactured home means a dwelling unit that is consistent with Sec. 44-6 of the Maplewood Zoning Code.

Mixed municipal solid waste has the meaning set forth in Minnesota Statutes, section 115A.03, subdivision 21, and includes garbage, refuse and other solid waste from residential, commercial, industrial, and community activities that the generator of the garbage aggregates for collection, but does not include auto hulks, street sweepings, ash, construction debris,

tree and agricultural waste and other materials collected, processed and disposed of as separate waste streams.

Multiple-family or multiple-family dwelling for purposes of this ordinance means a building or a portion thereof containing five (5) or more residential dwelling units.

Resident means the person(s) living in a residential dwelling unit.

Residential dwelling unit is a separate dwelling place with a kitchen in buildings with up to four (4) units per structure.

Residential property means a property containing between one (1) and up to four (4) units per structure.

Self-haul is the city-approved method for a resident to contain and transport garbage from their own household to a licensed/permitted mixed municipal solid waste facility. Self-haul requires the specific approval of the city.

Single-family or single-family dwelling means a building, including a manufactured home, containing up to four (4) residential units whose occupants and owner are required to participate in the city-contracted garbage service unless exempted by the city.

Small Business and Church means a business or church that can have weekly recycling collection accommodated by the City's contracted recycling hauler.

Solid waste has the meaning set forth in Minnesota Statutes, section 116.06, subdivision 22, but is further defined for purposes of this ordinance to include garbage, recyclables, appliances, bulky waste, yard waste, and household hazardous waste.

Source-separated compostable materials has the meaning set forth in Minnesota Statutes, section 115A.03, subdivision 32(a) and means materials that: (1) are separated at the source by waste generators for the purpose of preparing them for use as compost; (2) are collected separately from mixed municipal solid waste; and (3) are comprised of food waste, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable.

Townhouse means a residence for one family that is attached either horizontally or vertically to at least two other residences as defined in Sec. 44-6 of the Maplewood Zoning Code, each with a private outside entrance.

Vectors of disease are animals including, but not limited, to insects, mice, rats, squirrels, crows, flies and other vermin that are capable of carrying, transmitting and/or infecting humans with disease.

Walk-up service means special garbage or recycling service that is provided from the side of the house or garage, for which the contractor walks the cart or recycling container to and from the side of the house or garage and the collection vehicle, and which is applied for on a case by case basis.

Yard waste means garden waste, leaves, lawn cuttings, weeds, prunings, shrub and small tree branches as defined by the City of Maplewood Solid Waste Standards, generated at residential or commercial properties.

Sec. 30-3 – Source Separation Required

All residents and commercial property shall separate all designated recyclables, and other items designated by City of Maplewood Solid Waste Management Standards, from garbage. These source separated items shall be collected for separate recycling, processing or treatment.

Sec. 30-4 - City Recycling Program Generally

The city has established and developed, or encouraged, recycling programs throughout the city, including residential, multiple-family and commercial programs. The city's goal is to promote solid waste reduction and recycling through education and incentives.

Sec. 30-5 - Collection and Disposal Generally

- (a) All garbage, recyclables, yard waste, source-separated compostable materials and other waste material accumulated in the city shall be collected and conveyed under the supervision of the city manager. The city manager or their designee shall have the authority to develop Solid Waste Management Standards concerning days of collection, type and location of waste containers and other matters as they deem necessary to provide for the safe, orderly and cost-efficient preparation, storage, collection and disposal of all waste materials covered in this ordinance. These standards shall not be contrary to this ordinance.
- (b) Except on days of collection when garbage may be put on the curb for collection in residential areas, every person as a householder, occupant or owner of any dwelling, boardinghouse, apartment building or any other structure utilized for dwelling purposes and any restaurant, firm, corporation or establishment that accumulates garbage in the city shall provide and use one or more fly tight, watertight, rodent proof garbage containers that is removed from the public right of way until lawful collection and disposal is made.

Sec. 30-6 - Collection Requirements Generally

It shall be the duty of every garbage hauler, contractor, subcontractor, and person, including their agents and employees, who has contracted or undertaken to remove any garbage, or any other waste material or who is engaged in the removal, loading or unloading of any such substance in the city to do such with dispatch, in a clean manner and with as little danger and prejudice to life and health as possible.

Sec. 30-7 - Hours of Collection

The collection of garbage and recyclables for all properties shall occur between the hours of 6 a.m. to 6 p.m. Collection outside these hours shall be grounds for suspension or revocation of a hauler's license to operate in the city.

Sec. 30-8 - Unauthorized Collections

Any person who permits garbage to be picked up from their premises in the city by an unauthorized or unlicensed collector under this ordinance shall be guilty of a violation of this ordinance.

Sec. 30-9 - Disposal Required

- (a) Every person shall legally dispose of garbage that accumulates upon their property in the city at least once a week or more often as directed by the city manager unless given special permission as per Secs. 30-20 (d) and (e). Every firm, corporation, occupant or owner of any dwelling, boardinghouse, apartment building, manufactured home, or any other structure in the city, including churches and halls, shall have garbage collected by haulers licensed by the city and shall comply with this ordinance and with the dates of collection and requirements therefore as established by the city manager.
- (b) All garbage shall be disposed of in compliance with state law and county policies regarding required processing of waste.

Sec. 30-10 - Unlawful Disposal; Location of Containers for Collection; Disposal of Flammable or Explosive Materials

- (a) No person, business or commercial property in the city shall place any garbage or any other waste material in a street, alley or other public place or upon any private property, whether owned by such person or not, except as provided by this ordinance.
- (b) No person shall throw or place any garbage in any stream, wetland or other body of water in the city.
- (c) No person in the city shall store, sweep or deposit any garbage, or any other waste in such a manner that it may be carried by elements off their property.
- (d) No person shall bury or burn any garbage, or any other waste in the city.
- (e) Highly flammable or explosive materials shall not be placed in city-provided garbage carts for regular collection, but shall be disposed of in accordance with state law and Minnesota Pollution Control Agency regulations.

Sec. 30-11 - Manner of Transporting Materials

All persons engaged in the business of hauling recyclables or garbage and/or yard waste in the city shall transport the materials in enclosed vehicles, carts, dumpsters, bins, or other secure containers so as to prevent any loss of these materials and to prevent litter. Care shall be taken to ensure no blowing or escape of garbage, litter, yard waste or liquids from truck operations occurs during the collection and transportation of garbage, designated recyclables, bulky waste, yard wastes or source-separated compostable materials.

Sec. 30-12 - Obstruction, Delay or Interference with Contractor

- (a) No person shall obstruct, delay or interfere with any contractor or person engaged in the city in removing any offal, garbage, dirt, dead animals, sewage or other like substances or with the proper performance of their contract.
- (b) Scavenging of any waste or material is prohibited.

Sec. 30-13 - Penalty for Violation of Ordinance

Any person violating any of the sections of this ordinance shall be guilty of a misdemeanor, and upon conviction, shall be punished in accordance with Sec. 1-15. The city may also handle violations of this ordinance through the administrative offenses procedures in Sec. 1-17.

Secs. 30-14 – Exceptions for Storm Clean-Up or Other Emergency Circumstances

The City Manager shall have the authority to grant temporary exceptions to the requirements in this ordinance and in the standards for purposes of efficient solid waste management during storm clean-up events or other emergency circumstances. Any such exceptions shall be immediately executed in writing and shall have specific sunset dates specified.

Article II – Recycling Requirements (Residential, Multiple-Family, Commercial)

Sec. 30-15 – Residential Recyclables

- (a) Designated recyclables from residential dwellings that are placed on the curb or alley for collection must be in curbside recycling carts, boxes or paper bags as prescribed by the City of Maplewood Solid Waste Management Standards such that blowing of recyclables does not occur, and recyclables remain as dry and clean as practicable.
- (b) When designated recyclables are placed at the curb or alley line they are the sole property of the city, and shall be removed only by the city-contracted recyclables collector.
- (c) Only the city-contracted recyclables collector or their city-approved sub-contractor may collect and process recyclables set out for recyclables collection at the curb or alley line.
- (d) Occupants of residential properties shall store all recycling in contractor-provided recycling carts between collections. On the designated day of collection in their area they may place the contractor-provided recycling cart on the curb or alley line for collection by the city-contracted recycling hauler.
- (e) Instead of the requirement to place the contractor-provided recycling cart at the curb or alley line, residents with physical challenges may apply to the city for walk-up service as provided by the City of Maplewood Solid Waste Management Standards.
- (f) Every person occupying a residential property shall utilize contractor-provided recycling carts for recycling of designated recyclables. The carts are the property of the contractor, and shall be used solely for recycling of designated recyclables. Only city-provided recycling carts, or approved boxes or paper bags for overflow recyclables, in addition to the cart shall be used for the recycling of designated recyclables.
- (g) Except on specified collection days as provided in Sec. 30-15 (h), all contractor-provided recycling carts shall be located behind the front line of the dwelling, in the garage or screened from view from the street, and at least ten (10) feet from any abutting dwelling or sufficiently distant so as not to be a nuisance to those properties, unless other provisions are allowed by the city due to special site conditions.
- (h) Contractor-provided recycling carts and any additional boxed or bagged overflow recycling may be placed on the alley line or curb line for collection no earlier than 5:00

p.m. on the day before collection. City-provided recycling carts must be removed from the curb line no later than 6:00 a.m. on the day after collection.

- (i) The recycling fee shall be invoiced to every residential dwelling with water and sanitary sewer bills. The fee shall be due and payable the same terms as water and sanitary sewer bills.

Sec. 30-16 – Residential Yard Waste

- (a) Yard waste to be collected by the city's contract garbage hauler shall:
 - (1) Be placed on the curb or alley line for collection in carts or state approved compostable or paper bags subject to special arrangements with the city-contracted garbage hauler.
 - (2) Fees for hauling yard waste by the city's contract garbage hauler shall be paid directly to the garbage hauler by the owner, agent, occupant or tenant of the premises at which the yard waste is collected, and such fees shall be paid in full.
- (b) Home lawn and garden waste may be composted in small quantities on a residential lot as long as the compost pile does not create a nuisance for neighbors due to objectionable odor, vectors of disease, attraction of unwanted wildlife, or unsightliness. Compost piles must be placed at least five (5) feet from rear- and side-yard property lines and shall not be placed in a front yard. Residents must follow composting operation guidelines referenced by the City of Maplewood Solid Waste Management Standards.
- (c) Yard waste not collected by the city-contracted garbage hauler, or not composted by the resident or larger shrubs, tree limbs, stumps and roots must be transported to a properly permitted and licensed yard waste transfer, composting, or processing facility. The City of Maplewood Solid Waste Management Standards may allow for exceptions if a tree service provides for on-site chipping to produce a suitable mulch product.

Sec 30-17 - Residential Source-Separated Food Scraps

- (a) Food scraps may be composted in small quantities on a residential lot as long as the compost pile does not create a nuisance for neighbors due to objectionable odor, vectors of disease, attraction of unwanted wildlife, or unsightliness. Compost piles must be placed at least five (5) feet from rear- and side-yard property lines and shall not be placed in a front yard. Residents must follow composting operation guidelines referenced by City of Maplewood Solid Waste Management Standards.
- (b) Food scraps not composted by the resident can be transported to a properly permitted and licensed transfer, composting, or processing facility.
- (c) The City of Maplewood Solid Waste Management Standards may allow for food scraps to be collected by the city's contract garbage hauler.

Sec. 30-18 - Multiple-Family Recycling

- (a) Only the city-contracted recyclables collector or their city-approved sub-contractor may collect and process recyclables set out for collection at the curb, alley, or designated multiple-family collection area as part of the city's recycling program.
- (b) When recyclables are placed at the curb, alley, or designated multiple-family collection area as part of the city's recycling program, they are the sole property of the city, and shall be removed only by the city-contracted recyclables collector or their city-approved sub-contractor.
- (c) Designated recyclables that are placed at the curb, alley, or designated multiple-family collection area for collection must be in recycling carts or recycling dumpsters as prescribed by the City of Maplewood Solid Waste Management Standards. This will ensure that blowing away of recyclables does not occur, and recyclables remain as dry and clean as practicable.
- (d) When recycling carts or recycling dumpsters are not out for collection they must be stored per the city's dumpster screening ordinance.
- (e) The city's recycling fee shall be invoiced to every multiple-family dwelling on a per unit, per monthly fee basis with their water and sanitary sewer bills. The fee shall be due and payable the same terms as water and sanitary sewer bills.
- (f) All multiple-family dwellings are included in the city's recycling program except for multiple-family dwellings who have opted out of the city's recycling program as of the date of this ordinance (November 23, 2020). Those multiple-family dwellings can remain opted out of the city's recycling program under the following conditions:
 - (1) Sale of Property. Upon the sale of the multiple-family dwellings. New property owners will be included in the city's recycling program.
 - (2) Recycling Fee. The city's recycling fee shall not be invoiced to multiple-family dwellings that have opted out of the city's recycling program as of the date of this ordinance (November 23, 2020).
 - (3) Collection Service Required. The owner of a multiple-family dwelling shall make available to the occupants of all dwelling units on the premise services for the collection of designated recyclables.
 - (4) Recycling Information Required. The owner of a multiple-family dwelling shall provide recycling information to the occupants of each dwelling unit on the property consistent with the City of Maplewood Solid Waste Management Standards.
 - (5) Responsibility for Providing and Maintaining Recycling Containers. The owner shall assure adequate recycling containers are provided and maintained by the independent contractor.
 - (6) Transportation and Disposal. Upon collection by the owner's independent hauler, that person shall deliver the designated recyclables to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is

unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

- (7) Annual Report. The owner or manager of a multiple-family dwelling shall file an annual report with the city by January 31 of each year on a form detailed in the City of Maplewood Solid Waste Management Standards.
- (8) Opting Into the City's Recycling Program. Any multiple-family dwelling that had opted out of the city's recycling program as of the date of this ordinance (November 23, 2000) can opt back into the city's recycling program at any time under the same regulations as outlined in Sec. 30-18 (a) through (e). Once a multiple-family dwelling has opted back into the city's recycling program, they may not opt out again.

Sec 30-19 – Commercial and Institutional Building Recycling

- (a) Commercial buildings shall ensure that facilities under its control from which mixed municipal solid waste is collected also collect recyclable materials in accordance with state laws and rules and county policies regarding licensed disposal and processing.
- (b) A small business or church can opt into the City's residential recycling program per the City of Maplewood Solid Waste Management Standards.

Article III - Solid Waste Requirements (Residential, Multiple-Family, and Commercial)

Sec. 30-20 – Residential Garbage by City-Contracted Hauler

- (a) Occupants of residential properties shall store all garbage in city-provided garbage carts between collections. On the designated day of collection in their area they may place the city-provided garbage cart on the curb or alley line for collection by the city-contracted garbage hauler.
- (b) Only the city-contracted garbage collector or their city-approved sub-contractor may collect and process garbage set out for collection at the curb or alley line.
- (c) Instead of the requirement to place the city-provided garbage cart at the curb or alley line, residents with physical challenges may apply to the city for walk-up service as provided by the City of Maplewood Solid Waste Management Standards.
- (d) Every person occupying a residential property shall utilize city-provided garbage carts for the disposal of garbage. The carts are the property of the city, and shall be used solely for disposal of garbage. Only city-provided garbage carts, or approved plastic garbage bags for overflow garbage, in addition to the cart shall be used for the disposal of garbage.
- (e) Persons who wish to self-haul their own garbage may apply to the city to do so. Permission may be granted to self-haul if proof is submitted of an environmentally responsible means of disposal that complies with state laws and regulations and county policies and in conformance with the City of Maplewood Solid Waste Management Standards. Residents that are approved by the city for self-haul must remove their garbage at least once per week. Self-haul can only be accomplished with the specific

approval of the city using an application form provided in the City of Maplewood Solid Waste Management Standards.

- (f) Persons may apply to the city for less than weekly service on a form provided by City of Maplewood Solid Waste Management Standards. Permission may be granted for less than once per week garbage removal provided that sufficient removal is accomplished to prevent nuisance or unhealthful accumulations of garbage. Such permission will be withdrawn and weekly garbage removal required, if nuisance or unhealthful conditions exist.
- (g) Except on specified collection days as provided in Sec. 30-20 (h), all city-provided garbage carts shall be located behind the front line of the dwelling, in the garage or screened from view from the street, and at least ten (10) feet from any abutting dwelling or sufficiently distant so as not to be a nuisance to those properties, unless other provisions are allowed by the city due to special site conditions.
- (h) City-provided garbage carts and any additional bagged overflow garbage may be placed on the alley line or curb line for collection no earlier than 5:00 p.m. on the day before collection. City-provided garbage carts must be removed from the curb line no later than 6:00 a.m. on the day after collection.
- (i) Fees for hauling garbage under this ordinance shall be paid directly to the garbage hauler by the owner, agent, occupant or tenant of the premises at which the garbage is collected, and such fees shall be paid in full.

Sec. 30-21 – Residential Bulky Waste

- (a) Residents shall dispose of appliances or any other bulky waste such as furniture, mattresses or large household or garage waste as specified by the City of Maplewood Solid Waste Management Standards.
- (b) Upon resident request, the city-contracted garbage hauler must collect and properly dispose of appliances or other bulky waste in accordance with Sec. 30-28 (e).
- (c) Fees for hauling bulky waste collected by the city-contracted garbage hauler shall be paid directly to the garbage hauler by the owner, agent, occupant or tenant of the premises at which the garbage is collected, and such fees shall be paid in full.

Sec. 30-22 – Residential Delinquent Accounts

- (a) The city contracted garbage hauler is responsible for collection of all fees associated with the collection and processing of garbage from residential properties. The city-contracted hauler shall make good-faith efforts to collect all amounts due, including use of a collection agency. All such efforts shall be documented.
- (b) The St. Paul Regional Water Authority and adjacent cities, as applicable, are responsible for the collection of all fees associated with the City of Maplewood recycling program. The St. Paul Regional Water Authority or the appropriate cities shall make good-faith efforts to collect all amounts due, including use of a collection agency.

- (c) Delinquent accounts shall be defined as those residents who have not paid and are over three (3) months past due.
- (d) If the amount continues to be delinquent past six (6) months the garbage hauler shall submit a written request to the City of Maplewood with adequate documentation of the efforts made to collect the past due amounts. If the city determines that a good faith effort was made and that adequate documentation was submitted, the city shall place the amount on the property taxes associated with the property for which the amount is due. The city shall follow all practices required by the state and city ordinance to assess the delinquent amount to the property.

Sec. 30-23 - Multiple-Family Garbage Hauling

- (a) The owner, operator or manager of any multiple-family dwelling with more than four (4) units shall have garbage carts or dumpsters service from one commercial hauler licensed to do business in the city. The garbage carts or dumpsters shall be covered, and of a city-approved sanitary type with the proper attachments for lifting onto garbage trucks.
- (b) Garbage shall be removed at least once weekly, and more often if garbage carts or dumpsters become full. Garbage shall be transported and disposed of in accordance with state laws and rules and county policies regarding licensed disposal and processing.
- (c) Multiple-family dwelling townhomes and manufactured homes properties that can have garbage collected curbside in carts can opt into the City's residential garbage program per the City of Maplewood Solid Waste Management Standards.

Section 30-24 – Multiple-Family Bulky Waste

The owner, operator or manager of any building containing more than four (4) dwelling units shall provide on-site disposal of large or bulky waste for all occupants. Disposal of these items shall be in compliance with all state laws and regulations and county policies.

Sec. 30-25 – Commercial Garbage

- (a) The owner, operator or manager of any firm or corporation shall have a dumpster or equivalent service from a commercial hauler licensed to do business in the city. The dumpsters shall be of a minimum capacity of one cubic yard, covered, and of a city-approved sanitary type with the proper attachments for lifting onto garbage trucks.
- (b) Garbage shall be removed at least once weekly, and more often if garbage carts or dumpsters become full. Garbage shall be transported and disposed of in accordance with state laws and rules and county policies regarding licensed disposal and processing.

Article V - Collection Licenses (Residential, Multiple-Family, and Commercial)

Sec. 30-26 - Collection Licenses Required

It shall be unlawful for any person to collect any garbage, designated recyclables, or other solid waste in the city from any residential, multiple-family, or commercial property without having first secured a license from the city to do so.

Sec. 30-27 - Application; Fee; Duration

- (a) Any person desiring a license to collect garbage, yard waste, recyclables, or other solid waste in the city shall apply for a license to the city clerk by first submitting an application with the name and address of the applicant.
- (b) The application described in subsection (a) of this section shall be submitted to the city manager. Upon finding that the applicant is responsible, has proper equipment for such collection and that no nuisance is liable to be created by the granting of the license, the city manager shall endorse and approve the application.
- (c) Before any license may be issued, the applicant shall pay to the city clerk a license fee imposed, set, established and fixed by the city council, by resolution, from time to time, which fee shall accompany the application.
- (d) No license issued under this article shall be for a longer period than one year, and all licenses shall expire on December 31 of each year.

Sec. 30-28 – Licensee Operating Requirements

The applicant shall:

- (a) Use tandem axles or flotation tires to reduce the per-axle weight of all trucks used for collection of solid waste.
- (b) Provide maps of service routes configured so that customers on load-sensitive streets will be among the first served on such routes to minimize damage to load-sensitive streets and alleys.
- (c) Provide collection carts or dumpsters to customers upon their request.
- (d) Provide collection of yard waste to customers upon their request.
- (e) Provide special or extraordinary collection services, such as bulky waste removal.
- (f) Provide special service collection arrangements for customers to accommodate their physical health concerns.
- (g) Properly contain all garbage or recyclables such that no blowing or escape from trucks of solid or liquid waste or recyclables occurs.
- (h) Provide information to all customers that may be required of the city by county, metropolitan, state, or federal governments.

Sec. 30-29 – Insurance

The applicant for the license required under this article shall provide a certificate of insurance in the amounts specified in this section for collecting garbage. Such insurance policy shall be subject to the approval of the city manager. The applicant must also provide a comprehensive general policy of liability insurance with minimum coverages as stated. At a minimum, the insurance shall conform to the following requirements:

- (a) General liability in the following amounts:
 - (1) Bodily injury, per occurrence, or combined single limit, \$1,500,000.00.
 - (2) Property damage, \$500,000.00.
- (b) Auto liability in the following amounts:
 - (1) Property damage or combined single limit, \$500,000.00.
 - (2) Bodily injury in the following amounts:
 - a) Per person, \$1,000,000.00.
 - b) Per occurrence, \$1,000,000.00.
- (c) Workers Compensation Insurance as specified by the Minnesota Department of Occupational Health and Safety and federal law.

Sec. 30-30 - Vehicle Requirements

Each garbage collector licensed under this article shall provide a covered or enclosed truck, tank or trailer so constructed that the contents will not leak or spill from it, in which all garbage collected shall be conveyed to an approved disposal facility. The truck or conveyance used shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street, alley or public place longer than is reasonably necessary to collect garbage. Any litter or truck fluid leaks shall be immediately cleaned up. Significant release of any truck fluid leaks shall be immediately noticed to the appropriate authorities. Each truck used under a city license shall remain in compliance with all federal and Minnesota Department of Transportation rules and regulations.

Sec. 30-31 - Pickup Schedules (Residential)

Each residential licensee under this article shall consent to and follow a schedule of pickups, setting the day and area of pickups, as established by City of Maplewood Solid Waste Management Standards, to limit area pickups for residential collection of garbage or recycling carts to the same day per week each week.

Sec. 30-32 - Duty of Licensees to Report Accumulations of Garbage

Each licensee under this article shall report any accumulations of garbage that violates this ordinance or other city ordinances to the city as per City of Maplewood Solid Waste Management Standards.

Sec. 30-33 – Prohibited Mailings (Residential and Multiple Family)

No notices shall be sent from licensees or other persons to dwellings within the City of Maplewood or dwelling unit owners that are subject to or participating in the City recycling or garbage program. These prohibited mailings shall include those for advertising rates or services not available under the city's contract for recycling or garbage collection services or any other services covered under the city contract for garbage service. No notices shall be sent to any residential dwelling in the City of Maplewood by licensees without prior written approval by the City of Maplewood.

Sec. 30-34 - Suspension or Revocation

- (a) Failure by a licensee under this article to comply with this ordinance shall be grounds for revocation of the license by the city council after a hearing for the purpose.
- (b) If the city finds a violation of this ordinance by a licensee under this article and the city orders correction of the violation which the licensee fails to make, the city may suspend the licensee's right to operate under the terms of the license and order his appearance at the next regular meeting of the city council for a hearing on whether the suspension should continue in effect.
- (c) Continued willful or egregious violations of this ordinance by any licensed or unlicensed hauler of solid waste shall result in fines and/or liquidated damages as deemed reasonable by the city council.

Sec. 30-35 - Volume-Based Rates (Residential)

- (a) The city's contract hauler for residential garbage shall provide to its residential customers a system of volume-based rates. A volume-based rate includes a solid waste collection charge and a disposal charge based on the volume of the solid waste generated by the customer.
- (b) The city shall determine the increments upon which the volume-based rate will depend and the difference between the rates for each increment.

Article VI – Disposal Sites (Generally)

Sec. 30-36 - Unlawful Deposit of Garbage and Other Substances

- (a) No manure or pet feces, garbage, or other waste which may be detrimental to health, shall be deposited at any place within the city limits.
- (b) No unauthorized landfill (or dump) for garbage materials and other solid waste shall be operated within the city by any person.

Section II. This ordinance shall be effective following its adoption and publication.

Approved by the City Council of the City of Maplewood on _____, 2020.

Signed:

Marylee Abrams, Mayor

Date

Attest:

Andrea Sindt, City Clerk

Date

~~Chapter 30—SOLID WASTE MANAGEMENT¹⁴¹~~

~~Footnotes:~~

~~—(1)—~~

~~**Editor's note**—Ord. No. 922, § 2, adopted June 11, 2012, amended Ch. 30 in its entirety to read as set out herein. Former Ch. 30, §§ 30-1—30-12, 30-41—30-48, 30-76, 30-77, pertained to similar subject matter and derived from the Code of 1982, § § 16-2—16-12, 16-26—16-33, 16-46, 16-47; Ord. No. 857, § 1, adopted Dec. 13, 2004; Ord. No. 860, adopted Mar. 14, 2005.~~

~~**Cross reference**—Buildings and building regulations, ch. 12; environment, ch. 18; burning of garbage or wet refuse, § 20-39; utilities, ch. 40.~~

~~**State Law reference**—Authority for city council to provide for or regulate the disposal of garbage and other refuse, Minn. Stats. § 412.221, subd. 22.~~

~~ARTICLE I. IN GENERAL (RESIDENTIAL, MULTIPLE FAMILY, COMMERCIAL)
ORDINANCE NO. _____~~

An Ordinance Repealing the Solid Waste Management Ordinance and Creating a New Solid Waste Management Ordinance With Certain Modifications

The Maplewood City Council ordains as follows:

Section I. This section repeals the Solid Waste Management ordinance, Chapter 30, Secs. 30-1 to 30-105 and replaces them with a new Solid Waste Management ordinance.

Article I. – In General (Residential, Multiple-Family, Commercial)

~~Sec. 30-1. - Purpose-~~

The ~~city's~~city's goal is to improve solid waste management and to serve the following purposes:

~~(1)~~

(a) Achieve a reduction in waste generated.

~~(2)~~

(b) Encourage the separation and recovery of materials and energy from waste.

~~(3)~~

(c) Ensure the protection of public health and safety and promote city cleanliness and livability.

~~(4)~~

(d) Promote best management practices in solid waste management to protect air quality, water quality, and natural resources.

~~(5)~~

(e) Be consistent with the requirements of the ~~state~~State statutes, ~~state~~State rules and Ramsey County ordinances, and with ~~state~~State and Ramsey County solid waste plans.

~~(6)~~

(f) Provide high quality solid waste and recycling services in the most cost-effective manner possible.

~~(7)~~

(g) Coordinate solid waste management among political subdivisions.

The city has authority to enact ordinances for these purposes under ~~Minn. Stats. §~~Minnesota Statutes, section 412.221, ~~subd.~~subdivision 22, which requires the city council to provide for or

regulate the disposal of garbage and other solid waste. ~~(The city has enacted standards for the implementation of these ordinances as specific requirements for the storage, collection and transportation of solid waste.)~~ The City Manager or his or her designee shall have the authority to develop policy standards concerning the management of the Solid Waste ordinance. These standards shall not be contrary to this division.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-2- - Definitions-

The following words, terms and phrases, when used in this ~~chapter~~ordinance, shall have the meanings ascribed to them in this ~~section~~ordinance, except where the context clearly indicates a different meaning:

Additional/overflow garbage means garbage in excess of the capacity of the city-provided garbage cart with the lid in the fully-~~closed~~ position.

Appliances; include washers, dryers, refrigerators, freezers, air conditioners, dehumidifiers, humidifiers, stoves, ranges, hot water heaters, water softeners and other, similar large household items that require electricity and/or special processing under Minnesota laws, but do not include ~~“electronic waste.”~~

Bulky waste means all large, bulky household materials which are too large for one person to pick up and/or do not fit within the city-provided garbage cart, and include-~~(but are not limited to)~~ carpeting and padding, mattresses, chairs, couches, tables, appliances and car parts including wheels, rims and tires.

City-contracted garbage hauler is the company that the city contracts with in accordance with ~~Minn. Stats. §~~Minnesota Statutes, section 115A.94 to provide residential garbage collection and disposal services in the city. ~~The city-contracted garbage hauler is the sole garbage hauler for single-family residential properties in the city, and for other properties that the city has allowed to opt-~~in to the city-contracted garbage hauler service.

City-contracted recyclables hauler means the hauler(s) contracted by the city to provide collection of designated recyclables in the city for single-family and multiple-family ~~residential~~dwellings properties in the city.

City-provided garbage carts are the wheeled containers for residential garbage in the city that are owned by the city and provided to garbage customers for their use; the containers are of various sizes and ownership is retained by the city.

City residential garbage program is the garbage collection through the city-contracted garbage hauler and any collection services outlined in the residential garbage contract.

City residential recycling program is the recyclable collection through the city-contracted recycling hauler and any collection services outlined in the residential recycling contract.

Collection means the aggregation and transportation of solid waste from the place at which it

is generated and includes all activities up to the time when it is delivered to a designated disposal facility.

Collection service ~~means~~ is the process of collection and transportation of garbage, yard waste, recyclables, bulky waste and/or source-separated organic materials by a licensed hauler.

Commercial property means properties in the city that are classified generally as commercial or business in the ~~city~~ City zoning code which generates garbage and recyclables and are typically serviced by a dumpster form of garbage container.

Composting has the meaning set forth in ~~Minn. Stats. §~~ Minnesota Statutes, section 115A.03, and means the controlled microbial degradation of organic waste to yield a humus-like product.

~~*Contractor's garbage bill* is the Contractor's bill for services, from either the city-contracted garbage hauler or a commercial hauler, which is directly submitted to customers.~~

Construction debris means building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings, roads or other facilities.

~~*Contractor's garbage bill* means the contractor's bill for services, from either the city-contracted garbage hauler or a commercial hauler, which is directly submitted to customers.~~

Day-certain collection ~~means~~ is a city-approved plan for weekly collection services by an established day-certain schedule which requires garbage, yard waste, recyclables, and source-separated compostable materials collections on the same day of the week, and which is based on a five- ~~(5)~~ day ~~workweek~~ work week (Monday through Friday).

Designated recyclables ~~means~~ shall mean those materials designated as recyclables in the city recycling program in the City of Maplewood Solid Waste Management Standards.

Dumpster has the commonly used meaning in the solid waste industry of a commercial garbage container made of metal or durable plastic with a lid that can be serviced by a front-end loading automated or rear-loading semi-automated garbage truck.

Electronic waste (electronic items) has the meaning set forth in ~~Minn. Stats. §~~ Minnesota Statutes, section 115A.1310, ~~subd.~~ subdivision 7 as ~~"~~ "covered electronic device", and includes items such as television and computer monitors, computers, computer peripheral devices, fax machines, DVD players, video cassette recorders, other video display devices, cell phones and other small appliances with an electric cord.

Every-~~other-~~week collection garbage service means garbage collection on the same day of the week as day-certain service but on specified every-~~other-~~week dates. ~~Residents~~ must apply to the city to receive approval for this every-~~other-~~week service.

Food ~~waste~~scraps means residential food waste and includes meal preparation and ~~leftover~~ left over food ~~scraps~~ from households intentionally separated at the source by residents for the purpose of backyard composting or separate collection for centralized

recovery.

Garbage has the meaning set forth in ~~Minn. Stats. §~~Minnesota Statutes, section 115A.03, ~~subd. subdivision~~ 21, mixed municipal solid waste, and means solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural waste, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Household garbage means garbage from residential properties.

Household hazardous waste has the meaning set forth in ~~Minn. Stats. §~~Minnesota Statutes, section 115A.96, ~~subd. subdivision~~ 1, paragraph (b), and/or Minnesota Pollution Control Agency regulations and means waste generated from household activities that exhibits the characteristics of or that is listed as hazardous waste under agency rules, but does not include waste from commercial activities that is generated, stored, or present in a household and includes items such as paint, fluorescent light bulbs, mercury thermometers, cleaning fluids, herbicides, pesticides, fertilizers and other waste as defined in Minnesota ~~Statutes~~statutes or regulations in that paragraph.

Load sensitive streets ~~means~~are those streets identified by the ~~public works director~~Public Works Director of the City of Maplewood as being at risk of accelerated deterioration due to excessive or high axle weight loads.

Manufactured home means a dwelling unit that is consistent with ~~section~~Sec. 44-6 of the Maplewood Zoning Code.

Mixed municipal solid waste has the meaning set forth in ~~Minn. Stats. §~~Minnesota Statutes, section 115A.03, ~~subd. subdivision~~ 21, and includes garbage, refuse and other solid waste from residential, commercial, industrial, and community activities that the generator of the garbage aggregates for collection, but does not include auto hulks, street sweepings, ash, construction debris, tree and agricultural waste and other materials collected, processed and disposed of as separate waste streams.

Multiple-family or multiple-family dwelling or unit for purposes of this ordinance means a building or a portion thereof containing five (5) or more residential dwelling units.

Resident means the person(s) living in a residential dwelling unit.

Residential dwelling unit ~~means~~is a separate dwelling place with a kitchen in buildings with up to four (4) units per structure.

Residential property means a property containing between one (1) and up to four (4) units per structure.

Self-haul ~~means~~is the city-approved method for a resident to contain and transport garbage from their own household to a licensed/permitted mixed municipal solid waste facility. Self-haul requires the specific approval of the city.

Single-family or single-family dwelling unit means a building, including a manufactured home,

containing up to four (4) residential units whose occupants and owner are required to participate in the city-contracted garbage service unless exempted by the city.

Small Business and Church means a business or church that can have weekly recycling collection accommodated by the City's contracted recycling hauler.

Solid waste has the meaning set forth in ~~Minn. Stats. §~~Minnesota Statutes, section 116.06, ~~subd. subdivision~~ 22(1)(9), but is further defined for purposes of this ~~chapter~~ordinance to include garbage, recyclables, appliances, bulky waste, yard waste, and household hazardous waste.

Source-separated compostable materials has the meaning set forth in ~~Minn. Stats. §~~Minnesota Statutes, section 115A.03, ~~subd. subdivision~~ 32(a) and means materials that: (1) are separated at the source by waste generators for the purpose of preparing them for use as compost; (2) are collected separately from mixed municipal solid waste; and (3) are comprised of food waste, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable.

Townhouse means a residence for one family that is attached either horizontally or vertically to at least two other residences as defined in ~~section~~Sec. 44-6 of the Maplewood Zoning Code, each with a private outside entrance.

Vectors of disease are animals, including, but not limited, to insects, mice, rats, squirrels, crows, flies and other vermin that are capable of carrying, transmitting and/or infecting humans with disease.

Walk-up service means special garbage or recycling service that is provided from the side of the house or garage, for which the contractor walks the cart or recycling container to and from the side of the house or garage and the collection vehicle, and which is applied for on a case-by-case basis.

Yard waste means garden waste, leaves, lawn cuttings, weeds, prunings, shrub and small tree branches as defined by the City of Maplewood Solid Waste Standards, generated at residential or commercial properties.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-3. ~~— Source separation required.~~ Separation Required

All residents and commercial property shall separate all designated recyclables, and other items designated by City of Maplewood Solid Waste Management Standards, from garbage. These source separated items shall be collected for separate recycling, processing or treatment.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-4. - City ~~recycling program; generally.~~ Recycling Program Generally

The city has established and developed, or encouraged, recycling programs throughout the city,

including residential, multiple-family and commercial programs. The ~~city's~~city's goal is to promote solid waste reduction and recycling through education and incentives.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-5- - Collection and ~~disposal; generally.~~ Disposal Generally

~~(a)~~

(a) All garbage, recyclables, yard waste, source-separated compostable materials and other waste material accumulated in the city shall be collected and conveyed under the supervision of the city manager. The city manager or their designee shall have the authority to develop ~~solid waste management standards~~ Solid Waste Management Standards concerning days of collection, type and location of waste containers and other matters as they deem necessary to provide for the safe, orderly and cost-efficient preparation, storage, collection and disposal of all waste materials covered in this ~~chapter ordinance.~~ chapter ordinance. These standards shall not be contrary to this ~~chapter ordinance.~~

~~(b)~~

(b) Except on days of collection when garbage may be put on the curb for collection in residential areas, every person as a householder, occupant or owner of any dwelling, boardinghouse, apartment building or any other structure utilized for dwelling purposes and any restaurant, firm, corporation or establishment that accumulates garbage in the city shall provide and use one or more fly-tight, watertight, rodent-proof garbage containers that is removed from the public right-of-way until lawful collection and disposal is made.

~~(c) Fees for hauling garbage, yard waste, and bulky waste under this chapter shall be paid directly to the garbage hauler by the owner, agent, occupant or tenant of the premises at which the garbage is collected, and such fees shall be paid in full.~~

~~(d) The city has the authority to charge residents for recycling programs and services and such fees shall be paid in full.~~

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-6- - Collection ~~requirements; generally.~~ Requirements Generally

It shall be the duty of every garbage hauler, contractor, subcontractor, and person, including their agents and employees, who has contracted or undertaken to remove any garbage, or any other waste material or who is engaged in the removal, loading or unloading of any such substance in the city to do such with dispatch, in a clean manner and with as little danger and prejudice to life and health as possible.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-7- - Hours of ~~collection.~~ Collection

The collection of garbage ~~for residential and multiple-family dwellings shall be in accordance with the times outlined in the city's contract for garbage collection, Monday through Saturday.~~

~~Collection of residential and multiple family dwelling units' recyclables shall be in accordance with the times outlined in the city's contract for recyclables collection, Monday through Saturday. The collection of garbage and recyclables for commercial~~ for all properties shall occur between the hours of 6:00 a.m. to 6:00 p.m. Collection outside these hours shall be grounds for suspension or revocation of a ~~hauler's~~ hauler's license to operate in the city.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-8: - Unauthorized ~~collections.~~ Collections

Any person who permits garbage to be picked up from their premises in the city by an unauthorized or unlicensed collector under this ~~article.~~ ordinance shall be guilty of a violation of this ~~article.~~ ordinance.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-9: - Disposal ~~required.~~ Required

~~(a)~~

(a) Every person shall legally dispose of garbage that accumulates upon their property in the city at least once a week or more often as directed by the city manager unless given special permission as per ~~subsections~~ Secs. 30-4120 (d) and (e). Every firm, corporation, occupant or owner of any dwelling, boardinghouse, apartment building, manufactured home, or any other structure in the city, including churches and halls, shall have garbage collected by haulers licensed by the city and shall comply with this ~~article.~~ ordinance and with the dates of collection and requirements therefore as established by the city manager.

~~(b)~~

(b) All garbage shall be disposed of in compliance with state law and county policies regarding required processing of waste.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-10: - Unlawful ~~disposal; location~~ Disposal; Location of ~~containers~~ Containers for ~~collection; disposal~~ Collection; Disposal of ~~flammable~~ Flammable or ~~explosive materials.~~ Explosive Materials

~~(a)~~

(a) No person, business or commercial property in the city shall place any garbage or any other waste material in a street, alley or other public place or upon any private property, whether owned by such person or not, except as provided by this ~~chapter.~~ ordinance.

~~(b)~~

(b) No person shall throw or place any garbage in any stream, wetland or other body of water in the city.

~~(c)~~

(c) No person in the city shall store, sweep or deposit any garbage, or any other waste in such a manner that it may be carried by elements off their property.

~~(d)~~

~~(d)~~ No person shall bury or burn any garbage, or any other waste in the city.

~~(e)~~

~~(e)~~ Highly flammable or explosive materials shall not be placed in city-provided garbage carts for regular collection, but shall be disposed of in accordance with state law and Minnesota Pollution Control Agency regulations.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-11: - Manner of ~~transporting materials.~~ Transporting Materials

All persons engaged in the business of hauling recyclables or garbage and/or yard waste in the city shall transport the materials in enclosed vehicles, carts, dumpsters, bins, or other secure containers so as to prevent any loss of these materials and to prevent litter. Care shall be taken to ensure no blowing or escape of garbage, litter, yard waste or liquids from truck operations occurs during the collection and transportation of garbage, designated recyclables, bulky waste, yard wastes or source-separated compostable materials.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-12: - Obstruction, ~~delay~~ Delay or ~~interference~~ Interference with ~~contractor.~~ Contractor

~~(a)~~

~~(a)~~ No person shall obstruct, delay or interfere with any contractor or person engaged in the city in removing any offal, garbage, dirt, dead animals, sewage or other like substances or with the proper performance of their contract.

~~(b)~~

~~(b)~~ Scavenging of any waste or material is prohibited.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-13: - Penalty for ~~violation~~ Violation of ~~chapter.~~ Ordinance

Any person violating any of the sections of this ~~chapter~~ ordinance shall be guilty of a misdemeanor, and upon conviction, shall be punished in accordance with ~~section~~ Sec. 1-15. The city may also handle violations of this ~~chapter~~ ordinance through the administrative offenses procedures in ~~section~~ Sec. 1-17.

~~(Ord. No. 922, § 2, 6-11-2012)~~

See

~~Secs. 30-14--~~ Exceptions for storm cleanup Storm Clean-Up or ~~other emergency circumstances.~~ Other Emergency Circumstances

The ~~city manager~~ City Manager shall have the authority to grant temporary exceptions to the requirements in this ~~chapter~~ ordinance and in the standards for purposes of efficient solid waste

management during storm ~~cleanup~~clean-up events or other emergency circumstances. Any such exceptions shall be immediately executed in writing and shall have specific sunset dates specified.

Article II – Recycling Requirements (Residential, Multiple-Family, Commercial)

Sec. (Ord. No. 922, § 2, 6-11-2012)

~~Secs. 30-15 – 30-20. – Reserved.~~

~~ARTICLE II. – RECYCLING REQUIREMENTS (RESIDENTIAL, MULTIPLE FAMILY, COMMERCIAL)~~

~~Sec. 30-21. – Collection and processing of residential recyclables.~~

~~(a) – 30-15 – Residential Recyclables~~

- ~~(a) Designated recyclables from residential dwellings that are placed on the curb or alley for collection must be in curbside recycling ~~bins~~, carts, boxes or paper bags as prescribed by the City of Maplewood Solid Waste Management Standards such that blowing of recyclables does not occur, and recyclables remain as dry and clean as practicable.~~
- ~~(b) When designated recyclables are placed at the curb or alley line, they are the sole property of the city, and shall be removed only by the city-contracted recyclables collector.~~
- ~~(c) Only the city-contracted recyclables collector or their city-approved ~~subcontractor~~sub-contractor may collect and process recyclables set out for recyclables collection at the curb or alley line.~~
- ~~(d) Occupants of residential properties shall store all recycling in contractor-provided recycling carts between collections. On the designated day of collection in their area they may place the contractor-provided recycling cart on the curb or alley line for collection by the city-contracted recycling hauler.~~
- ~~(e) Instead of the requirement to place the contractor-provided recycling cart at the curb or alley line, residents with physical challenges may apply to the city for walk-up service as provided by the City of Maplewood Solid Waste Management Standards.~~
- ~~(f) Every person occupying a residential property shall utilize contractor-provided recycling carts for recycling of designated recyclables. The carts are the property of the contractor, and shall be used solely for recycling of designated recyclables. Only city-provided recycling carts, or approved boxes or paper bags for overflow recyclables, in addition to the cart shall be used for the recycling of designated recyclables.~~
- ~~(g) Except on specified collection days as provided in Sec. 30-15 (h), all contractor-provided recycling carts shall be located behind the front line of the dwelling, in the garage or screened from view from the street, and at least ten (10) feet from any abutting dwelling or sufficiently distant so as not to be a nuisance to those properties, unless other provisions are allowed by the city due to special site conditions.~~

- (h) Contractor-provided recycling carts and any additional boxed or bagged overflow recycling may be placed on the alley line or curb line for collection no earlier than 5:00 p.m. on the day before collection. City-provided recycling carts must be removed from the curb line no later than 6:00 a.m. on the day after collection.
- (i) The recycling fee shall be invoiced to every residential dwelling with water and sanitary sewer bills. The fee shall be due and payable the same terms as water and sanitary sewer bills.

Sec. (Ord. No. 922, § 2, 6-11-2012)

Sec. 30-22. Collection of recyclables from multiple family dwellings. 30-16 – Residential Yard Waste

- (a) Yard waste to be collected by the city's contract garbage hauler shall:
 - (1) Be placed on the curb or alley line for collection in carts or state approved compostable or paper bags subject to special arrangements with the city-contracted garbage hauler.
 - (2) Fees for hauling yard waste by the city's contract garbage hauler shall be paid directly to the garbage hauler by the owner, agent, occupant or tenant of the premises at which the yard waste is collected, and such fees shall be paid in full.
- (b) Home lawn and garden waste may be composted in small quantities on a residential lot as long as the compost pile does not create a nuisance for neighbors due to objectionable odor, vectors of disease, attraction of unwanted wildlife, or unsightliness. Compost piles must be placed at least five (5) feet from rear- and side-yard property lines and shall not be placed in a front yard. Residents must follow composting operation guidelines referenced by the City of Maplewood Solid Waste Management Standards.

Yard waste not collected by the city-contracted garbage hauler, or not composted by the resident or larger shrubs, tree limbs, stumps and roots must be transported to a properly permitted and licensed yard waste transfer, composting, or processing facility.

~~The city requires all the owners and managers of multiple-family dwellings to provide recycling services to all their residents.~~

- (c) (1) ~~Collection service required.~~ The City of Maplewood Solid Waste Management Standards may allow for exceptions if a tree service provides for on-site chipping to produce a suitable mulch product.

Sec 30-17 - Residential Source-Separated Food Scraps

- (a) Food scraps may be composted in small quantities on a residential lot as long as the compost pile does not create a nuisance for neighbors due to objectionable odor, vectors of disease, attraction of unwanted wildlife, or unsightliness. Compost piles must be placed at least five (5) feet from rear- and side-yard property lines and shall not be placed in a front yard. Residents must follow composting operation guidelines referenced by City of Maplewood Solid Waste Management Standards.

- (b) Food scraps not composted by the resident can be transported to a properly permitted and licensed transfer, composting, or processing facility.
- (c) The City of Maplewood Solid Waste Management Standards may allow for food scraps to be collected by the city's contract garbage hauler.

Sec. 30-18 - Multiple-Family Recycling

- (a) Only the city-contracted recyclables collector or their city-approved sub-contractor may collect and process recyclables set out for collection at the curb, alley, or designated multiple-family collection area as part of the city's recycling program.
- (b) When recyclables are placed at the curb, alley, or designated multiple-family collection area as part of the city's recycling program, they are the sole property of the city, and shall be removed only by the city-contracted recyclables collector or their city-approved sub-contractor.
- (c) Designated recyclables that are placed at the curb, alley, or designated multiple-family collection area for collection must be in recycling carts or recycling dumpsters as prescribed by the City of Maplewood Solid Waste Management Standards. This will ensure that blowing away of recyclables does not occur, and recyclables remain as dry and clean as practicable.
- (d) When recycling carts or recycling dumpsters are not out for collection they must be stored per the city's dumpster screening ordinance.
- (e) The city's recycling fee shall be invoiced to every multiple-family dwelling on a per unit, per monthly fee basis with their water and sanitary sewer bills. The fee shall be due and payable the same terms as water and sanitary sewer bills.
- (f) All multiple-family dwellings are included in the city's recycling program except for multiple-family dwellings who have opted out of the city's recycling program as of the date of this ordinance (November 23, 2020). Those multiple-family dwellings can remain opted out of the city's recycling program under the following conditions:
 - (1) Sale of Property. Upon the sale of the multiple-family dwellings. New property owners will be included in the city's recycling program.
 - (2) Recycling Fee. The city's recycling fee shall not be invoiced to multiple-family dwellings that have opted out of the city's recycling program as of the date of this ordinance (November 23, 2020).
 - (3) Collection Service Required. The owner of a multiple-family dwelling shall make available to the occupants of all dwelling units on the premise services for the collection of designated recyclables.
 - (2)
 - (4) Recycling ~~information required.~~ Information Required. The owner of a multiple-family dwelling shall provide recycling information to the occupants of each dwelling unit on the property consistent with the City of Maplewood Solid Waste Management Standards.

~~(3)~~
(5) Responsibility for ~~providing~~Providing and ~~maintaining recycling containers.~~

- ~~a. If the owner of a multiple family dwelling uses the city's recycling contractor, then the contractor shall provide and maintain adequate recycling containers for the needs of the property and its occupants; or~~
- ~~b. If the owner uses an independent recycling contractor, the~~Maintaining Recycling Containers. The owner shall assure adequate recycling containers are provided and maintained by the independent contractor.

~~(4)~~
(6) Transportation and ~~disposal.~~Disposal. Upon collection by the ~~city-contracted recyclables hauler or the owner's~~owner's independent hauler, that person shall deliver the designated recyclables to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

~~(5)~~
(7) Annual ~~report.~~Each Report. The owner or manager of a multiple-family dwelling ~~that does not employ the city's recycling contractor~~ shall file an annual report with the city by January 31 of each year on a form detailed in the City of Maplewood Solid Waste Management Standards.

~~(6) Administrative penalties. Violation of this article shall be charged as an administrative fine as follows: a fine of \$200.00 for the first offense; a fine of \$300.00 for the second offense at the same location within a 12-month period; a fine of \$500.00 for the third offense or additional offenses within a 24-month period at the same location. The owner shall be notified in writing of the violation and if the owner fails to take action within 15 days of receiving the notice of violation, the owner shall be cited for violation in accordance with the fine schedule.~~

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~Sec. 30-23. Collection and composting or disposal of yard waste.~~

~~(a) Yard waste to be collected by the city's contract garbage hauler shall be placed on the curb or alley line for collection in carts or state-approved compostable or paper bags subject to special arrangements with the city-contracted garbage hauler.~~

~~(b) Home lawn, garden waste, and kitchen food scraps may be composted in small quantities on a residential lot as long as the compost pile does not create a nuisance for neighbors due to objectionable odor, vectors of disease, attraction of unwanted wildlife, or unsightliness. Compost piles must be placed at least five feet from rear and side yard property lines and shall not be placed in a front yard. Residents must follow composting operation guidelines referenced by City of Maplewood Solid Waste Management Standards.~~

(8) Opting Into the City's Recycling Program. Any multiple-family dwelling that had opted out of the city's recycling program as of the date of this ordinance (November 23, 2000) can opt back into the city's recycling program at any time under the same regulations as outlined in Sec. 30-18 (a) through (e). Once a multiple-family dwelling has opted back into the city's recycling program, they may not opt out again.

Sec 30-19 – Commercial and Institutional Building Recycling

(a) Commercial buildings shall ensure that facilities under its control from which mixed municipal solid waste is collected also collect recyclable materials in accordance with state laws and rules and county policies regarding licensed disposal and processing.

(b) A small business or church can opt into the City's residential recycling program per the City of Maplewood Solid Waste Management Standards.

Article III - Solid Waste Requirements (Residential, Multiple-Family, and Commercial)

Sec. 30-20 – Residential Garbage by City-Contracted Hauler

~~(c) Yard waste not collected by the city-contracted garbage hauler, or not composted by the resident or shrubs, tree limbs, stumps and roots, must be transported to a properly permitted and licensed yard waste transfer, composting, or processing facility. The City of Maplewood Solid Waste Management Standards may allow for exceptions if a tree service provides for on site chipping to produce a suitable mulch product.~~

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~Secs. 30-24 – 30-40. – Reserved.~~

~~ARTICLE III. – SOLID WASTE REQUIREMENTS (RESIDENTIAL)~~

~~Sec. 30-41. – Collection and disposal of residential garbage by city-contracted hauler.~~

(a) (a) Occupants of residential properties shall store all garbage in city-provided garbage carts between collections. On the designated day of collection in their area, they may place the city-provided garbage cart on the curb or alley line for collection by the city-contracted garbage hauler.

(b)

(b) Only the city-contracted garbage collector or their city-approved sub-contractor may collect and process garbage set out for collection at the curb or alley line.

(c) Instead of the requirement to place the city-provided garbage cart at the curb or alley line, residents with physical challenges may apply to the city for walk-up service as provided by the City of Maplewood Solid Waste Management Standards.

(d) (e) Every person occupying a residential property shall utilize city-provided garbage carts for the disposal of garbage. The carts are the property of the city, and shall be used solely for disposal of garbage. Only city-provided garbage carts, or approved plastic garbage bags for overflow garbage, in addition to the cart shall be used for the disposal of garbage.

~~(d)~~

(e) Persons who wish to self-haul their own garbage may apply to the city to do so. Permission may be granted to self-haul if proof is submitted of an environmentally responsible means of disposal that complies with state laws and regulations and county policies and in conformance with the City of Maplewood Solid Waste Management Standards. Residents that are approved by the city for self-haul must remove their garbage at least once per week. Self-haul can only be accomplished with the specific approval of the city using an application form provided in the City of Maplewood Solid Waste Management Standards.

~~(e)~~

~~(f)~~ Persons may apply to the city for less than weekly service on a form provided by City of Maplewood Solid Waste Management Standards. Permission may be granted for less than once per week garbage removal provided that sufficient removal is accomplished to prevent nuisance or unhealthful accumulations of garbage. Such permission will be withdrawn and weekly garbage removal required, if nuisance or unhealthful conditions exist.

~~(f)~~

~~(g)~~ Except on specified collection days as provided in ~~subsection~~Sec. 30-41(g) below, 20 (h), all city-provided garbage carts shall be located behind the front line of the dwelling, in the garage or screened from view from the street, and at least ten (10) feet from any abutting dwelling or sufficiently distant so as not to be a nuisance to those properties, unless other provisions are allowed by the city due to special site conditions.

~~(g)~~

~~(h)~~ City-provided garbage carts and any additional bagged overflow garbage may be placed on the alley line or curb line for collection no earlier than 5:00 p.m. on the day before collection. City-provided garbage carts must be removed from the curb line no later than 6:00 a.m. on the day after collection.

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~(i) Fees for hauling garbage under this ordinance shall be paid directly~~Sec. 30-42. Requirements to dispose of residential appliances and bulky waste to the garbage hauler by the owner, agent, occupant or tenant of the premises at which the garbage is collected, and such fees shall be paid in full.

Sec. 30-21 – Residential Bulky Waste

~~(a)~~ Residents shall dispose of appliances or any other bulky waste such as furniture, mattresses or large household or garage waste as specified by the City of Maplewood Solid Waste Management Standards.

~~(b)~~ Upon resident request, the city-contracted garbage hauler must collect and properly dispose of appliances or other bulky waste in accordance with ~~subsection~~Sec. 30-6228
(e).

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~Fees for hauling bulky waste collected by the city-contracted~~Sec. 30-43. Collection and disposal of garbage for multiple family properties without curbside collection.

~~(c)~~ (garbage hauler shall be paid directly to the garbage hauler by the owner, agent, occupant or tenant of the premises at which the garbage is collected, and such fees shall be paid in full.

Sec. 30-22 – Residential Delinquent Accounts

~~(a)~~ The city contracted garbage hauler is responsible for collection of all fees associated with

the collection and processing of garbage from residential properties. The city-contracted hauler shall make good-faith efforts to collect all amounts due, including use of a collection agency. All such efforts shall be documented.

- (b) The St. Paul Regional Water Authority and adjacent cities, as applicable, are responsible for the collection of all fees associated with the City of Maplewood recycling program. The St. Paul Regional Water Authority or the appropriate cities shall make good-faith efforts to collect all amounts due, including use of a collection agency.
- (c) Delinquent accounts shall be defined as those residents who have not paid and are over three (3) months past due.
- (d) If the amount continues to be delinquent past six (6) months the garbage hauler shall submit a written request to the City of Maplewood with adequate documentation of the efforts made to collect the past due amounts. If the city determines that a good faith effort was made and that adequate documentation was submitted, the city shall place the amount on the property taxes associated with the property for which the amount is due. The city shall follow all practices required by the state and city ordinance to assess the delinquent amount to the property.)

Sec. 30-23 - Multiple-Family Garbage Hauling

- (a) The owner, operator or manager of any multiple-family ~~propertydwelling~~ with more than four (4) units ~~that do not have curbside collection~~ shall have ~~dumpstergarbage carts~~ or ~~equivalentdumpsters~~ service from ~~aone~~ commercial hauler licensed to do business in the city. ~~The garbage carts or~~ dumpsters shall be ~~of a minimum capacity of one cubic yard,~~ covered, and of a city-approved sanitary type with the proper attachments for lifting onto garbage trucks.
- (b) Garbage shall be removed at least once weekly, and more often if garbage carts or dumpsters become full. Garbage shall be transported and disposed of in accordance with state laws and rules and county policies regarding licensed disposal and processing.

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~Sec. 30-44. Requirements to dispose of multiple family bulky waste.~~

- (c) Multiple-family dwelling townhomes and manufactured homes properties that can have garbage collected curbside in carts can opt into the City's residential garbage program per the City of Maplewood Solid Waste Management Standards.

Section 30-24 – Multiple-Family Bulky Waste

The owner, operator or manager of any building containing more than four (4) dwelling units shall provide on-site disposal of large or bulky waste for all occupants. Disposal of these items shall be in compliance with all state laws and regulations and county policies.

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~Sec. 30-45. Delinquent accounts. 25 – Commercial Garbage~~

- ~~(a) The city contracted garbage hauler is responsible for collection of all fees associated with the collection and processing of garbage from residential properties. The city contracted hauler shall make good faith efforts to collect all amounts due, including use of a collection agency. All such efforts shall be documented.~~
- ~~(b) The St. Paul Regional Water Authority and adjacent cities, as applicable, are responsible for the collection of all fees associated with the City of Maplewood recycling program. The St. Paul Regional Water Authority or the appropriate cities shall make good faith efforts to collect all amounts due, including use of a collection agency.~~
- ~~(c) Delinquent accounts shall be defined as those residents who have not paid and are over three months past due.~~
- ~~(d) If the amount continues to be delinquent past the three months from the account being declared "past due" by the above entity, the City of Maplewood shall declare the amount delinquent. The entity shall submit a written request to the City of Maplewood with adequate documentation of the efforts made to collect the past due amounts. If the city determines that a good faith effort was made and that adequate documentation was submitted, the city shall place the amount on the property taxes associated with the property for which the amount is due. The city shall follow all practices required by the state and city ordinance to access the delinquent amount to the property.~~

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~Secs. 30-46 – 30-50. Reserved.~~

~~ARTICLE IV. SOLID WASTE REQUIREMENTS (MULTIPLE FAMILY AND COMMERCIAL)~~

~~(a) Sec. 30-51. Collection and disposal of commercial garbage.~~

- ~~(a) The owner, operator or manager of any firm or corporation shall have a dumpster or equivalent service from a commercial hauler licensed to do business in the city. The dumpsters shall be of a minimum capacity of one cubic yard, covered, and of a city-approved sanitary type with the proper attachments for lifting onto garbage trucks.~~
- ~~(b) Garbage shall be removed at least once weekly, and more often if garbage carts or dumpsters become full. Garbage shall be transported and disposed of in accordance with state laws and rules and county policies regarding licensed disposal and processing.~~

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~Article Sec. 30-52. Manufactured homes, townhouses may opt in.~~

~~The owners of manufactured homes or manufactured home parks and of townhouses and townhouse associations may opt in to the city contracted garbage hauling service, at their application and with the city's approval.~~

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~Secs. 30-53 – 30-59. Reserved.~~

~~ARTICLE V. COLLECTION LICENSES (RESIDENTIAL, MULTIPLE FAMILY, AND COMMERCIAL)~~

~~Sec. 30-60.~~ - Collection ~~licenses required.~~ Licenses (Residential, Multiple-Family, and Commercial)

Sec. 30-26 - Collection Licenses Required

It shall be unlawful for any person to collect any garbage, designated recyclables, or other solid waste in the city from any residential, multiple-family, or commercial property without having first secured a license from the city to do so.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-~~61-27~~ - Application; ~~fee; duration.~~ Fee; Duration

- (a) ~~Any person~~ Any person desiring a license to collect garbage, yard waste, recyclables, or other solid waste in the city shall apply for a license to the city clerk by first submitting an application with the name and address of the applicant.
- (b) ~~The application~~ The application described in subsection (a) of this section shall be submitted to the city manager. Upon finding that the applicant is responsible, has proper equipment for such collection and that no nuisance is liable to be created by the granting of the license, the city manager shall endorse and approve the application.
- (c) ~~Before any license~~ Before any license may be issued, the applicant shall pay to the city clerk a license fee imposed, set, established and fixed by the city council, by resolution, from time to time, which fee shall accompany the application.
- (d) ~~Licenses~~ No license issued under this ~~division~~ article shall ~~have~~ be for a ~~duration~~ longer period ~~of than~~ one year. ~~The expiration date of such license is as may be imposed, set, established, and fixed by the city clerk, from time to time. A license renewal application~~ all licenses shall ~~be filed with the office of the city clerk prior to the expiration date~~ expire on December 31 of each year.

~~(Ord. No. 922, § 2, 6-11-2012; Council Amend. of 9-28-2015)~~

Sec. 30-~~62-28~~ - Licensee ~~operating requirements.~~ Operating Requirements

The applicant shall:

- ~~(1)~~ (a) Use tandem axles or flotation tires to reduce the per-axle weight of all trucks used for collection of solid waste.
- ~~(2)~~ (b) Provide maps of service routes configured so that customers on load-sensitive streets will be among the first served on such routes to minimize damage to load-sensitive streets and alleys.
- ~~(c)~~ (3) Provide collection carts or dumpsters to customers upon their request.
- ~~(4)~~

- (d) Provide collection of yard waste to customers upon their request.
- ~~(5)~~
- (e) Provide special or extraordinary collection services, such as bulky waste removal, ~~within two business days of a customer's request.~~
- ~~(6)~~
- (f) Provide special service collection arrangements for customers to accommodate their physical health concerns.
- ~~(7)~~
- (g) Properly contain all garbage or recyclables such that no blowing or escape from trucks of solid or liquid waste or recyclables occurs.
- ~~(8)~~
- (h) Provide information to all customers that may be required of the city by county, metropolitan, state, or federal governments.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-~~63.~~29 - Insurance:

The applicant for the license required under this article shall provide a certificate of ~~public liability~~ insurance in the amounts specified in this section for collecting garbage. ~~Such insurance policy shall be subject to the approval of the city manager.~~ The applicant must also provide a comprehensive general policy of liability insurance with minimum coverages as stated. At a minimum, the insurance shall conform to the following requirements:

- ~~(1)~~ a General liability in the following amounts:
 - a.
 - ~~(1)~~ (1) Bodily injury, per occurrence, or combined single limit, \$1,500,000.00.
 - ~~b.~~
 - ~~(2)~~ (2) Property damage, \$500,000.00.
 - ~~(2)~~
 - (b) Auto liability in the following amounts:
 - a.
 - ~~(1)~~ (1) Property damage or combined single limit, \$500,000.00.
 - ~~b.~~
 - ~~(2)~~ (2) Bodily injury in the following amounts:
 - ~~1.~~
 - ~~a)~~ a) Per person, \$1,000,000.00.
 - ~~2.~~
 - ~~b)~~ b) Per occurrence, \$~~5~~1,000,000.00.
 - ~~(3)~~ ~~Workers' compensation insurance~~
 - (c) Workers Compensation Insurance as specified by the Minnesota Department of Occupational Health and Safety and federal law.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-~~64.~~30 - Vehicle ~~requirements.~~ Requirements

Each garbage collector licensed under this article shall provide a covered or enclosed truck, tank or trailer so constructed that the contents will not leak or spill from it, in which all garbage collected shall be conveyed to an approved disposal facility. The truck or conveyance used shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street, alley or public place longer than is reasonably necessary to collect garbage. Any litter or truck fluid leaks shall be immediately cleaned up. Significant release of any truck fluid leaks shall be immediately noticed to the appropriate authorities. Each truck used under a city license shall remain in compliance with all federal and Minnesota Department of Transportation rules and regulations.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-~~65.31~~ - Pickup ~~schedules (residential)~~ Schedules (Residential)

Each residential licensee under this article shall consent to and follow a schedule of pickups, setting the day and area of pickups, as established by City of Maplewood Solid Waste Management Standards, to limit area pickups for residential ~~collections~~ collection of garbage or recycling carts to the same day per week each week.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-~~66.32~~ - Duty of ~~licensees~~ Licensees to ~~report accumulations~~ Report Accumulations of ~~garbage~~ Garbage

Each licensee under this article shall report any accumulations of garbage that violates this ~~chapter ordinance~~ or other city ordinances to the city as per City of Maplewood Solid Waste Management Standards.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-~~67.33~~ - Prohibited ~~mailings (residential)~~ Mailings (Residential and ~~multiple family)~~ Multiple Family)

No notices shall be sent from licensees or other persons to ~~dwelling units~~ dwelling units within the City of Maplewood or dwelling unit owners that are subject to or participating in the ~~city-~~ City recycling or garbage ~~service program~~. These prohibited mailings shall include those for advertising rates or services not available under the ~~city's~~ city's contract for recycling or garbage collection services or any other services covered under the city contract for garbage service. No notices shall be sent to any residential dwelling in the City of Maplewood by licensees without prior written approval by the City of Maplewood.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-~~68.34~~ - Suspension or ~~revocation~~ Revocation

~~(a)~~

~~(a)~~ Failure by a licensee under this article to comply with this ~~article~~ordinance shall be grounds for revocation of the license by the city council after a hearing for the purpose.

~~(b)~~

~~(b)~~ If the city finds a violation of this ~~article~~ordinance by a licensee under this article and the city orders correction of the violation which the licensee fails to make, the city may suspend the ~~licensee's~~licensee's right to operate under the terms of the license and order his appearance at the next regular meeting of the city council for a hearing on whether the suspension should continue in effect.

~~(c)~~ Continued willful or egregious violations of this ~~article~~ordinance by any licensed or unlicensed hauler of solid waste shall result in fines and/or liquidated damages as deemed reasonable by the city council.

~~(Ord. No. 922, § 2, 6-11-2012)~~

Sec. 30-~~69~~35 - Volume-~~based rates (residential)~~-Based Rates (Residential)

~~(a)~~ The ~~city's~~city's contract hauler for residential garbage shall provide to its residential customers a system of volume-based rates. A volume-based rate includes a solid waste collection charge and a disposal charge based on the volume of the solid waste generated by the customer.

~~(b)~~ The city shall determine the increments upon which the volume-based rate will depend and the difference between the rates for each increment.

~~(Ord. No. 922, § 2, 6-11-2012)~~

~~Secs. 30-70 – 30-75. – Reserved.~~

~~ARTICLE VI. – DISPOSAL SITES (GENERALLY)~~

~~Article VI – Disposal Sites (Generally)~~

Sec. 30-~~76~~36 - Unlawful ~~deposit~~Deposit of ~~garbage~~Garbage and ~~other substances~~-Other Substances

~~(a)~~ No manure or pet feces, garbage, or other waste which may be detrimental to health, shall be deposited at any place within the city limits, ~~except in accordance with section 30-23, relating to composting and source separated compostable materials.~~

~~(b)~~ No unauthorized landfill (or dump) for garbage materials and other solid waste shall be operated within the city by any person.

~~(Ord. No. 922, § 2, 6-11-2012)~~

CITY OF MAPLEWOOD

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PUBLICATION OF ORD. NO. ____ BY TITLE AND SUMMARY

WHEREAS, the City Council of the City of Maplewood has adopted Ordinance No. _____, an ordinance repealing the Solid Waste ordinance and creating a new Solid Waste ordinance; and

WHEREAS, Minnesota Statutes, § 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the ordinance is several pages in length; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maplewood that the City Clerk shall cause the following summary of Ordinance No. ____ to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The Maplewood City Council has adopted Ordinance No. ____, repealing the Solid Waste ordinance and creating a new Solid Waste Management ordinance as summarized below:

1. Goal: The goal of the Solid Waste Management ordinance is to improve solid waste management and to serve the following purposes:
 - a. Achieve a reduction in waste generated.
 - b. Encourage the separation and recovery of materials and energy from waste.
 - c. Ensure the protection of public health and safety and promote city cleanliness and livability.
 - d. Promote best management practices in solid waste management to protect air quality, water quality, and natural resources.
 - e. Be consistent with the requirements of the State statutes, State rules and Ramsey County ordinances, and with State and Ramsey County solid waste plans.
 - f. Provide high quality solid waste and recycling services in the most cost-effective manner possible.
 - g. Coordinate solid waste management among political subdivisions.
2. Amendments: Substantial amendments from the previous Solid Waste Management ordinance and the new Solid Waste Management ordinance are as follows:
 - a. Multiple-family dwellings:

- 1) All multiple-family dwellings are included in the City's recycling program, unless they had opted out as of the date of the new ordinance. Those dwellings can remain opted out of the City's recycling program until such time as the multiple-family dwelling is sold.
 - 2) Allowing for the collection of recycling from multiple-family dwellings from dumpsters in addition to carts as outlined in the City's recycling contract.
- b. Hours of collection – 6 a.m. to 6 p.m. for all trash and recycling collection.
 - c. Payment of fees – outlines billing for residential recycling on water bills.
 - d. Small business and church recycling – allowing small businesses and churches to opt into the City's recycling program and allowing the collection of recycling in dumpsters and carts from those dwellings as outlined in the City's recycling contract.
 - e. Commercial building recycling – collection of recyclables from commercial buildings in accordance with State law and County policy.
 - f. Organics – food scrap recycling.
 - g. Delinquent accounts – delinquent accounts are defined as an account that is three months past due as outlined in the City's trash contract. The city-contracted trash hauler can impose administrative service fees on bills that are delinquent per the contract. The city-contractor can request that the City assess delinquent accounts that are six months or more past due.
 - h. Licensing – amending the auto liability coverage amounts from \$5 million to \$1 million.

Andrea Sindt, City Clerk

BE IT FURTHER RESOLVED by the City Council of the City of Maplewood that the City Clerk keep a copy of the ordinance in her office at city hall for public inspection.

Adopted by the Maplewood City Council this 23rd day of November, 2020.

Marylee Abrams, Mayor

ATTEST:

Andrea Sindt, City Clerk

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Michael Martin, AICP, Assistant Community Development Director

PRESENTER: Jeff Thomson, Community Development Director

AGENDA ITEM: Conditional Use Permit and Home Occupation License Resolution, Home-Based Lawn Care Business with Storage of Commercial Vehicles, 821 Bartelmy Lane North

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Jeremy Hirdler has applied for a conditional use permit and home occupation license to store commercial vehicles at his residential property located at 821 Bartelmy Lane North. Mr. Hirdler operates a lawn care business and intends to store equipment within his garage, shed and behind a privacy fence. No customers would visit his property but he is proposing to have up to two employee vehicles parked within the privacy fence area during the day. All work related to the lawn care business would be performed off-site. To move forward with this project, the applicant needs city council approval of the following applications: conditional use permit and home occupation license.

Recommended Action:

Staff is providing two recommended actions that the council may use depending on if it approves or denies this request.

- a. Motion to adopt a resolution approving the request for a conditional use permit and a home occupation license for a home-based lawn care business with the storage of commercial vehicles at 821 Bartelmy Lane North.
- b. Motion to adopt a resolution denying the request for a conditional use permit and a home occupation license for a home-based lawn care business with the storage of commercial vehicles at 821 Bartelmy Lane North.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$0.

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: N/A

Strategic Plan Relevance:

- | | | |
|---|---|---|
| <input type="checkbox"/> Financial Sustainability | <input type="checkbox"/> Integrated Communication | <input type="checkbox"/> Targeted Redevelopment |
| <input checked="" type="checkbox"/> Operational Effectiveness | <input type="checkbox"/> Community Inclusiveness | <input type="checkbox"/> Infrastructure & Asset Mgmt. |

The city deemed the applicant's application complete on October 9, 2020. Minnesota State Statute 15.99 requires that the city take action on land use permits within 60 days. The 60-day review deadline for a decision on the home occupation license and conditional use permit is December 8, 2020.

Background:

Jeremy Hirdler owns a lawn care business. The applicant has lived at this house for approximately one year. The city received neighborhood complaints about the applicant's business. The city's neighborhood preservation officer visited the site and spoke with the applicant and relayed to him the city's requirements for home occupations. Following is an overview of the business operations:

- The business is managed from the residential property at 821 Bartelmy Lane North, but all activities will be conducted off-site.
- The business will be operated Monday through Friday between 7 a.m. and 5 p.m.
- There are three commercial vehicles for the business that are stored at the residential property: 2 3/4-ton pick-up trucks and one 1-ton pick-up truck. In addition to the trucks, the applicant is proposing to store trailers and equipment related to the business on-site.
- There are three employees. Code allows one non-resident employee to park on-site.
- No customers will come to the property.
- No production or major advertisement will occur on the property.

The city's R1 – single dwelling zoning district permits homeowners to store one light commercial vehicle on site without any additional approval from the city council. City ordinance defines light commercial vehicles as a vehicle with a nominal rated carrying capacity of one ton or less on which is attached a snowplow, carrier, crane or similar commercial attachment. In addition to the light commercial vehicle, the homeowner is permitted to run the administrative aspects of a home occupation from a residential property as long as no customers or employees are visiting the property.

Home occupation license and conditional use permit requests allow homeowners to request the city council allow expanded business use on residential properties following the ordinance requirements contained within each request. Following is staff's examination of the applicant's requests.

Home Occupation License

Section 14-56 outlines the licensing for home occupations on residential property if any of the following circumstances would occur on the property more than 30 days each year:

1. Employment of a nonresident in the home occupation.

2. Customers or customers' vehicles on the premises.
3. Manufacture, assembly or processing of products or materials on the premises.
4. More than one vehicle associated with the home occupation which is classified as a light commercial vehicle.
5. A vehicle used in the home occupation, and parked on the premises, which exceeds a three-quarter-ton payload capacity.
6. If the home occupation produces any waste that should be treated or regulated.

Jeremy Hirdler's home occupation requires a license due to the storage of commercial vehicles and an employee parking on the property.

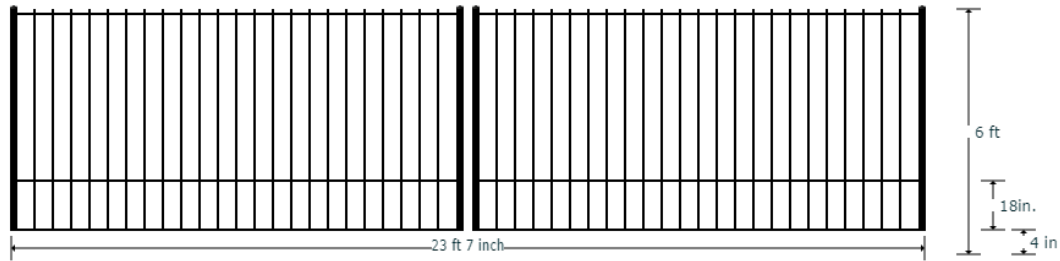
Conditional Use Permit

Section 44-6 defines a heavy commercial vehicle as one with more than one-ton nominal rated carrying capacity including trucks, trailers, and earth moving equipment such as a bobcat. Section 44-108(2)(a) and 44-102(1) allows the storage or parking of heavy commercial vehicles on a residential property with a conditional use permit as long as it meets the following standards:

1. The owner or operator of the vehicle or commercial equipment must reside on the property.
2. The vehicle or commercial equipment shall be parked in an enclosed structure or on a hard-surface driveway that meets the applicable zoning district requirements.
3. Noise from idling the engine shall not exceed the L50 standards provided for in state statutes. The owner or operator shall not let the vehicle's engine idle for more than 30 minutes in any one-hour period. In no circumstance may the owner or operator run or let the engine idle for more than two periods, lasting 30 minutes each, in one 24-hour period.

The commercial vehicles, trailers and equipment are stored on a Class 5 (hard surface) driveway. This driveway is located to the west of the house. The driveway was put in without a permit. The applicant must apply for and receive approval for a grading permit from the city's engineering department and maintain a five-foot setback from the side and rear property lines. In addition to the driveway, the applicant has also installed a privacy fence. Fences do not require permits but must be located on the applicant's property. In the neighborhood comments the city received, there is some concern about the placement of the fence. Staff is recommending the applicant be required to submit a survey to the city ensuring the location of the fence meets all code requirements.

In addition to the privacy fence already installed, the applicant will be installing a gate to enclose the storage area. An image of the gate is on the next page. The applicant has ordered the gate already and will be installing it as soon as he receives it.



Staff Review

Public Safety

Police and Fire have reviewed this project and have no comments.

Engineering

Jon Jarosch, assistant city engineer, has reviewed this project and is requiring a grading permit be submitted to the city.

Resident Comments

Staff surveyed the 65 property owners within 500 feet of the property and received the following comments:

1. I think Mr. Hirdler has done a good job of transforming half of his lot into an effective storage/parking area for his equipment. It is definitely not an eyesore. I have no complaints about added noise or traffic congestion. He has made excellent use of his large yard. I wish him the best of luck with his business as I feel it would not be detrimental to the neighborhood. (Jean Heininger, 2404 Bush Avenue East)
2. I am returning your request for opinion about 821 Bartelmy Ln N. After looking at the views and walking past the property, there is a few items that stand out...
 - a. The neighborhood is not zoned commercial or cross but residential.
 - b. The area being use as a parking area is directly beneath 815 Bartelmy's bedroom windows.

I would be very, very irritated if I lived in a zoned residential neighborhood, lived there for quite awhile and one day I had two trucks idling under my windows from then on. Does the lawn care company also do snow removal for income in the winter months? The property is quite large by the pictures-to avoid idling motors I suggest he park lawn equipment, boats, trailers be parked next to 815 Bartelmy's house. (Dee Ryan, 2424 Bush Avenue East)

3. Christy and I are ok with the request being granted. They are good neighbors who take care of their property well. (Jeff and Christy Kleve, 822 Meyer Street North)
4. I've reviewed the request of Mr. Hirdler for the conditional use permit for his home and small business and I support the approval. It is both reasonable and appropriate, and community

support of small businesses is the right thing to do. (Harvey Beliveau, 761 Crestview Drive North)

5. Our main concern with Mr. Hirdler's request is that we feel he may have built his privacy fence and large wooden shed on a portion of our property and/or too close to the property line, based on where we were advised the property line to be when we purchased our home in May 2007. We are not aware if Mr. Hirdler had the property line legally surveyed prior to constructing the shed and/or fence. Mr. Hirdler also moved the previous existing shed that was on his property when he purchased it, behind his garage and this shed may now be too close to the property line, as well.

We have a chain link fence on our property that is set inside our property at the top of a small hill on the southeast side of our property. We had been informed when we purchased the home that our property line went past the bottom of that hill and inward about 5 feet. The previous homeowners at 821 Bartelmy had also verbally agreed to that estimate. Mr. Hirdler built his fence butted up to the bottom of the small hill and his shed is quite close to his new fence. Because of his new fence being so close to our existing fence, the area between the two fences is now very narrow for us to safely maneuver between them for any attempted maintenance or lawn care.

Our greatest concern is that we want to make sure, if we choose to sell our home in the future, Mr. Hirdler's fence will not affect our home sale with prospective buyers, based on the intrusion of the property line or by forfeiting property to him, making our lot size smaller.

We had only spoken to Mr. Hirdler on one occasion prior to him building the fence and he asked me where the property line was. I informed him of where I believed the property line to be, but his fence is built beyond that area, intruding to what we believe may be part of our property. I had even told him that I thought the shed may be too close to the property line, he shrugged his shoulders, changed the subject and walked away.

In regard to the work equipment and employee trucks being parked on his property during the day, we do not have a great issue with this, as long as he abides by the City of Maplewood's noise ordinances.

We are usually awake by 6:30 am, as we both have full time jobs. We are okay with the sound of vehicles starting at 6:45 am when he leaves for work(per his letter), but would like to make sure he avoids starting up loud lawn equipment that early. We have noted that after work when we are trying to relax in our backyard (between 4pm-10pm), it can be quite noisy with employees loading and unloading equipment. We have also noticed that on occasion, during daytime work hours, some equipment has been started up, making it difficult for me to hear patients on the phone (I am an RN that works for an insurance company at my home office). I have done my best to decrease outside noise by keeping our windows closed, but this is not always possible. While these noises may be a nuisance to us and some in the neighborhood, we do not feel that this is beyond the noise ordinance laws set forth by the City of Maplewood. We are somewhat flexible with this issue.

We asked that Mr. Hirdler follow all ordinances set forth by the City of Maplewood. We would like to make sure that Mr. Hirdler has built his shed and fence within the city code and prove to us that his shed and fence are not intruding onto our property at 814 Meyer Street North. If Mr. Hirdler did construct these items on or too close to our property, we would ask that he remedies this situation immediately or make arrangements with us to resolve this issue. (Christina and David Ernster, 814 Meyer Street North)

6. We received your letter regarding the property listed above. We have no concerns regarding the conditional use permit. (Rachel Murphey, 2456 7th Street East)
7. I am opposed to this permit. I have lived two homes away for 21 years. I am at 833 Bartelmy Lane. There are now several trucks and trailers plus all sorts of lawn care equipment on this property. There are also a number of personal vehicles on the property, some of which park in the street during the day. From the SOUNDS of things there is much more noise than a residential property. My guess is they do all of their equipment maintenance there, at the business-residence. He built a 3 sided wooden enclosure for some of his equipment but there doesn't seem to be a gate to totally enclose it. When he moved in a year ago he just seemed to charge ahead with his home business venture without any regard for potential zoning issues. I have nothing against him personally but the FEEL of the neighborhood has taken a step backward. Don't open the floodgates for others to follow suit. THANK YOU for listening. (Jeff Tjaden, 833 Bartelmy Lane North)
8. We would like the request denied please. As you can see from the attached photos taken 5 minutes ago (*photos attached to this report*). The trucks he has parked are 2 ft from the fence. He has been told by Mr Russel from code enforcement. He was to sod 5 ft out from the fence and remove the class five. He was told by Russel not to park closer than 5ft from the fence. He placed 2 ft of sod, and is parked 2ft from the fence.

I have asked him many times not to start his truck too early and he says he can start his trucks any time he wants. As you can see from the last pic taken from inside our bedroom. The truck is literally less than 8 ft from my window. This is a 1 ton diesel truck. We haven't been able to open our windows and enjoy the breeze for a year. Many neighbors are upset with the trucks.

I have been threatened with a restraining order, one of my neighbors has been challenged by one of his employees, and I see in the pic. He bought a third plow! As you know these run all hours of the night in winter. Now he wants a big iron gate? How loud will that be?? He told Russel he had 1 full time employee. He has at least 4.

His 3000 sq ft area of class five should be removed. This is a natural collecting area for runoff in the spring. Our yard will be a mess every spring. What will this do to our property value? We moved here for a quiet neighborhood. Please support the neighborhood. (Scott and Patricia Evenson, 815 Bartelmy Lane North)

9. I am writing in response to your letter dated 01 OCT 2020 in regards to the conditional use permit for 821 Bartelmy Lane N. I'm generally pro small businesses, if they are operated in a manner that meets regulations and zoning. I am thankful that the resident of 821 Bartelmy Lane is attempting to mitigate effects on the community with this permit request. However, I'm still not excited about this proposal.

I believe the residents of 821 should be allowed to keep their personal vehicles on their property. I generally feel that it is acceptable for them to keep a vehicle belonging to their business there as well, but I'm not in favor of turning the property into a parking lot for their fleet of business vehicles and employee parking.

My concerns for this permit are the following:

- Deleterious effect on property value of homes in the neighborhood (this certainly won't increase it)
- Safety of children and pedestrians. The home is on a walking path leading to the Nature Center, park, and ballfield.
- Aesthetics - The parking lot is not attractive.
- I'm concerned about what precedent this sets for the local community and future owners of the property who might not be as careful to respect the neighborhood.
- I'm also concerned about current or future employees getting complacent and causing safety, noise, or traffic violations.
- I'm concerned about local crime, and whether this facility will attract vandals and thieves, and if preventative measures to deter break-ins will cause light pollution or privacy violations (i.e. lighting and camera systems). (Steve Olson, 808 Bartelmy Lane North)

10. I strongly object to my neighbor's request for an exception to the zoning restrictions currently in place in my neighborhood and for granting him a permit and license to operate his large business, out of his home, in our quiet, residential neighborhood. To do so would subject myself and anyone within earshot or visibility to endure an unacceptable level of noise and constant activity of people and equipment on a near-daily, any-hour basis; including weekends; not to mention the direct negative impact it would have on the value of my home, should I decide to sell. It is simply asking too much that I myself, or any of my neighbors forfeit the peace and beauty of our private homes and residential neighborhood by approving his request. Our homes, and this neighborhood provide retreat from our own jobs and businesses and is worth preserving from the impact of a commercial operation such as the one my neighbor has been operating and now attempting to expand directly adjacent to my home.

My neighbor who is requesting this permit resides at 821 Bartelmy Lane North Maplewood, directly adjacent to my house. He has lived there approximately 1 year and has been operating his lawn-care, landscape, and snow removal business from his home throughout this duration. According to his business website: <https://cjslawnlc.com>, his business address is located in Oakdale, approximately 3 miles from his residential address here in Maplewood. I assumed that he was no longer operating his business from the Oakdale address based on the robust amount of activity and business being conducted right here at his home in Maplewood, on a daily basis. But upon a google street view map search, I discovered company trucks parked not only at the business address in Oakdale, but across the street as well, at another address altogether. Both of the driveways of these addresses depict company trucks and trailers parked there. To me it seems obvious that his business has outgrown the restrictions of the location(s) in which he has operated his business and where he maintains and stores his equipment. I suspect he is growing and needs more space, or it's even possible that the neighbors at his Oakdale address have complained as well? It could be a number of reasons why he moved 3 miles away from his Oakdale address to set up and expand his operation here in Maplewood.

Regardless, his daily business routine being conducted next-door to me in Maplewood is wholly inconsistent with the residential atmosphere in which I bought my home 20 years ago, and which has remained so up until his move here, one year ago. My home is a reprieve from the hectic pace of the commercial and business world, as well as from my occupation. The business of which my neighbor is practicing from his home is commercial in nature and already exceeds the residential zoning of my neighborhood. He should never be allowed the opportunity to expand. In fact, I would ask that the City limit him from the already-excessive operation he has taken liberty of. It is and has been entirely disruptive and inconsistent in my neighborhood, and to residential living as a whole.

I would like to describe the scope of my neighbor's operation that is not evidenced in his proposal nor photographs, and which impact me and my neighbors more than the pictures show:

- a. A class-5 stone parking lot, approximately 2000 to 3000 square feet was created to the side of his concrete driveway. Much of this parking lot is surrounded by a newly constructed fence that protrudes or extends approximately 20 feet past the face of the homes and toward the street. This site alone would be more representative of an area zoned as commercial, not residential; especially when loaded with big commercial equipment which was not depicted in the photos of his property.
- b. As for equipment: (not shown in the photos), there are two work trucks; each pulling a flatbed trailer. These trucks depart from and return to his residence multiple times a day; loading, off-loading, or exchanging equipment such as multiple riding lawnmowers, push mowers, blowers, weed trimmers, snow blowers, Bobcat, pressure washers, etc.
- c. Many pieces of equipment need to be started and running to move themselves off of the flatbed trailer. Oftentimes these operations are conducted in the street, in front of the homes adjacent to his, which would include mine. In fact, during the course of these operations, it is not uncommon for his trucks and trailers to be parked in the street; sometimes for hours at a time.
- d. Moving on to maintenance: All of this equipment requires maintenance. It is here at his residence, after-hours, when returning from their contractual job sites, where these tasks are conducted. Maintenance can come in the form of "tuning up" equipment; running machinery or running pressure washers to clean their equipment for extended periods of time.
- e. Employees and Personnel: On any given day including the weekend, it's common to observe the delivery, transport, exchange or maintenance of equipment at all hours by a multitude of people or employees required to accomplish these tasks (from two to four employees). This has brought with it a blur of constant comings and goings of people, equipment, noise, and extra cars needing to be parked; thereby occupying the property and road.

Altogether, The array of equipment, employees, and activity reflect a much larger operation than one whose impact to the neighborhood is minimal to benign. The photos of his property that were included in the letter that I received don't begin to describe the scope of this business and the impact it's already had on my neighborhood and myself; short of what granting this permit would allow to exacerbate. One statement that the applicant wrote in his letter to the City of Maplewood was, "no work would be performed on the property or in the home as all work is performed off site". Yes, lawn cutting, landscaping, snow removal, etc. are done off-site at a customer's address, however, maintenance and management of equipment is done at Mr Hirdler's residence, next to mine.

I am able to describe these events because I'm a shift worker and I'm often home during daytime hours. I'd also like to state that I'm a person who is "pro-business", and yet I believe that a business such as this should be operated from an area zoned as commercial, not residential. People live in a residential area for a reason; it's a place to reside away from an industrious or a business atmosphere. These are some reasons and examples why I object

to granting a “Conditional Use Permit & Home Occupation License” to my neighbor, Jeremy Hirdler.

While I appreciate being asked for my input, I am wondering why the City of Maplewood would consider a proposal from Mr Hirdler to expand his commercial business from his home within a residential area such as mine in the first place? The fact that myself and my adjacent neighbors are being presented with this proposal; essentially to forfeit the peace and beauty of our quiet neighborhood; indicates to me that the applicant's request is outside of acceptable limits which exceed the current zoning restrictions; thereby requiring an exception in the form of a permit. Why are we, the residential owners and adjacent neighbors of this applicant put in the position of what the city; a neutral party, should have denied or rejected from considering in the first place? It is or should be the job of the various city departments involved to be the ones to reject a proposal of this kind for obvious reasons as I stated throughout this letter, rather than us, their adjacent neighbors. We are now the ones whom he will know and hold responsible for approving or disapproving his request. We will be the ones to suffer the fallout of tension between neighbors instead of the City, a neutral party. It is a set-up for division between the applicant and us, his neighbors, whose identity and confidentiality is not held secure by this method, and now exposed for his knowledge. The end result of this method is certain to create tension and unforeseen future problems when the city could have and should have simply denied a proposal of this nature altogether.

In summary and in response to your request for input, I not only reject Mr Hirdler's proposal, I would like to present a proposal of my own: I would ask that the City of Maplewood consider all I've presented here, and to not only reject his proposal altogether, but to further take the necessary steps that limit the excessive liberty Mr Hirdler has already claimed in operating his business from his home; next to mine; in my neighborhood. (Ted Miller, 827 Bartelmy Lane North)

Commission Recommendation

October 20, 2020: The Planning Commission held a public hearing and reviewed these requests. The Planning Commission made a motion to approve the requests which failed on a 1-5 vote. The Planning Commission had concerns about the scale of the proposed business in a residential neighborhood.

Reference Information

Site Description:

Site Size: 0.35 Acres

Surrounding Land Uses

North: Single Dwellings
 East: Single Dwellings
 South: Single Dwellings
 West: Single Dwellings

Planning

Existing Land Use: Low-Density Residential
 Existing Zoning: Single Dwelling

Attachments:

1. Resolution Approving a Conditional Use Permit and Home Occupation License
2. Resolution Denying a Conditional Use Permit and Home Occupation License
3. Overview Map
4. Zoning Map
5. Applicants' Narrative and Photos
6. Photos Submitted by Property Owners of 815 Bartelmy Lane North
7. Draft Planning Commission Minutes, October 20, 2020

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AND
HOME OCCUPATION LICENSE**

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

Section 1. Background.

1.01 Jeremy Hirdler is proposing a home-based lawn care business with the storage of commercial vehicles.

1.02 The property is located at 821 Bartelmy Lane North and is legally described as:

Lot 14, Block 2, Minnehaha Highlands, Ramsey County, Minnesota.

Property Identification Number 25-29-22-34-0065

Section 2. Standards.

2.01 Section 44-6 defines a heavy commercial vehicle as one with more than one-ton nominal rated carrying capacity including trucks, trailers, and earth moving equipment such as a bobcat.

2.02 Section 44-108(2)(a) and 44-102(1) allows the storage or parking of heavy commercial vehicles on a residential property with a conditional use permit as long as it meets the following standards:

1. The owner or operator of the vehicle or commercial equipment must reside on the property.
2. The vehicle or commercial equipment shall be parked in an enclosed structure or on a hard-surface driveway that meets the applicable zoning district requirements.
3. Noise from idling the engine shall not exceed the L50 standards provided for in state statutes. The owner or operator shall not let the vehicle's engine idle for more than 30 minutes in any one-hour period. In no circumstance may the owner or operator run or let the engine idle for more than two periods, lasting 30 minutes each, in one 24-hour period.

2.03 Section 14-56 outlines the licensing requirements for home occupations on residential property.

Section 3. Findings.

3.01 The proposal meets the specific conditional use permit and home occupation license standards.

Section 4. City Review Process

3.01 The City conducted the following review when considering this conditional use permit and home occupation license request.

1. On October 20, 2020, the Planning Commission held a public hearing. City staff published a hearing notice in the Pioneer Press and sent notices to the surrounding property owners. The Planning Commission gave everyone at the hearing a chance to speak and present written statements. The Planning Commission recommended that the City Council deny this resolution.
2. On November 23, 2020, the City Council discussed this resolution. They considered reports and recommendations from the Planning Commission and city staff.

Section 4. City Council Action.

4.01 The City Council hereby approves the resolution. Approval is based on the findings outlined in Section 2 of this resolution. Approval is subject to the applicant doing the following:

1. The home occupation business is limited to Monday through Friday.
2. No exterior storage of building or landscaping materials is allowed as part of the home occupation license.
3. Three commercial vehicles and their trailers and associated equipment are allowed to be stored on a hard surface out of sight of the public right-of-way.
4. No vehicles associated with the business may be started between the hours of 7 p.m. and 7 a.m.
5. One employee vehicle can be parked on the property on a hard surface during business hours.
6. An area equivalent to no more than 20 percent of each level of the house, including the basement and garage, shall be used in the home occupation.
7. No vehicles associated with the home occupation, including employees, shall be parked on the street or block sidewalks or public easements.
8. A gate must be installed enclosing the storage area from the front view of the house. This gate must be closed at all times outside of loading and unloading of vehicles from the storage area.
9. Any minor maintenance of vehicles or equipment can only take place inside of the garage. No major maintenance of vehicles or equipment is allowed to take place on this residential property.
10. The applicant must apply for and receive approval of a grading permit from the city's engineering department for the class 5 driveway west of the house.

11. All driveway surfaces must maintain a five-foot setback from all side and rear property lines.
12. The applicant must submit to city staff a property survey showing the privacy fence meeting all height and location requirements.

_____ by the City Council of the City of Maplewood, Minnesota, on November 23, 2020.

RESOLUTION DENYING A CONDITIONAL USE PERMIT AND HOME OCCUPATION LICENSE

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

Section 1. Background.

1.03 Jeremy Hirdler is proposing a home-based lawn care business with the storage of commercial vehicles.

1.04 The property is located at 821 Bartelmy Lane North and is legally described as:

Lot 14, Block 2, Minnehaha Highlands, Ramsey County, Minnesota.

Property Identification Number 25-29-22-34-0065

Section 2. Standards.

2.01 Section 44-6 defines a heavy commercial vehicle as one with more than one-ton nominal rated carrying capacity including trucks, trailers, and earth moving equipment such as a bobcat.

2.02 Section 44-108(2)(a) and 44-102(1) allows the storage or parking of heavy commercial vehicles on a residential property with a conditional use permit as long as it meets the following standards:

1. The owner or operator of the vehicle or commercial equipment must reside on the property.
2. The vehicle or commercial equipment shall be parked in an enclosed structure or on a hard-surface driveway that meets the applicable zoning district requirements.
3. Noise from idling the engine shall not exceed the L50 standards provided for in state statutes. The owner or operator shall not let the vehicle's engine idle for more than 30 minutes in any one-hour period. In no circumstance may the owner or operator run or let the engine idle for more than two periods, lasting 30 minutes each, in one 24-hour period.

2.03 Section 14-56 outlines the licensing requirements for home occupations on residential property.

Section 3. Findings.

3.01 The proposal does not meet the specific conditional use permit and home occupation license standards and exceeds what code has outlined for home-based businesses.

Section 4. City Review Process

3.01 The City conducted the following review when considering this conditional use permit and home occupation license request.

1. On October 20, 2020, the Planning Commission held a public hearing. City staff published a hearing notice in the Pioneer Press and sent notices to the surrounding property owners. The Planning Commission gave everyone at the hearing a chance to speak and present written statements. The Planning Commission recommended that the City Council deny this resolution.
2. On November 23, 2020, the City Council discussed this resolution. They considered reports and recommendations from the Planning Commission and city staff.

Section 4. City Council Action.

4.01 The City Council hereby denies the resolution. Denial is based on the findings outlined in Section 2 of this resolution.

_____ by the City Council of the City of Maplewood, Minnesota, on November 23, 2020.





Zoning Map

Seventh St

Bartelmy Ln

Mary St

Meyer St

Bush Ave

Legend



Zoning



Open Space/Park



Single Dwelling (r1)



Planned Unit Development (pud)



Subject Parcel

0 120 Feet

Source: City of Maplewood, Ramsey County

Date 09/25/2020

To City of Maplewood,

My Name is Jeremy Hirdler and I currently own and live at 821 Bartelmy Lane N Maplewood MN, 55119. This letter is in regards to applying for a permit and being in compliance with any and all Maplewood city ordinances so as to have my small business equipment stored at and on my home property. Attached is the Conditional Use Application with fee and all requested documentation.

Please note I am a local small lawn care business (C&J's Lawn Care LLC) and only need to have my equipment stored on my property. No work will be performed on the property or in the home as all work is off site. In addition all equipment will be stored in my 3 car garage, shed, and behind a 6 foot high privacy fence. No equipment will be visible from the road. IN addition to keeping my property pleasing to the eye a decorative custom made Rod Iron Gate will be installed. All equipment will sit on a hard surface consisting of Class 5 and or concrete. No signs or advertising is displayed on the property.

Also being my home residence, I too want the neighborhood to keep its family appeal. I plan to continue to upgrade the property with flowers, ornamental bushes, and a well-kept lawn. All this is a work in progress from what it looked like when I purchased the property approximately 1 year ago.

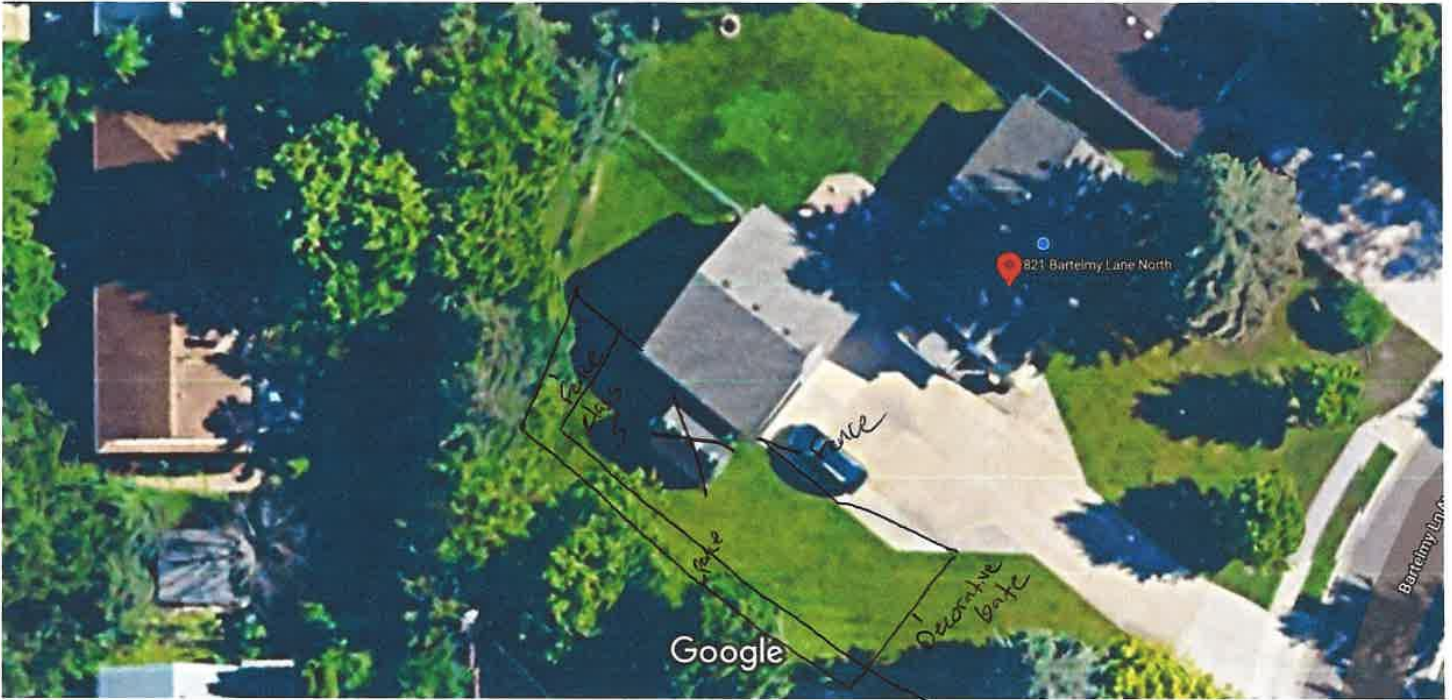
Being in compliance with the noise ordinance rarely is any lawn equipment started prior to 10 Am with the exception of my 2 work trucks which I leave for the job site around 6:45AM Monday-Friday. Never will lawn equipment be started on the property before the 7AM noise ordinance , again this normally is not an issue as all equipment is loaded on my trailer the night before.

If any of my requests or practices are not in compliance with Maplewood's codes and ordinances please let me know and it will be corrected immediately. I have reviewed all Maplewood ordinances and been in contact with the Maplewood Neighborhood Preservation Specialist (Russell) and am confident that I am 100% in compliance.

I thank you for your time in this matter, if you any questions please feel to contact me at you convenience,

Jeremy Hirdler
651-283-3447
C&J's Lawn Care LLC

Google Maps 821 Bartelmy Ln N



Imagery ©2020 U.S. Geological Survey, Map data ©2020 20 ft



821 Bartelmy Ln N

Maplewood, MN 55119

Building



Directions



Save



Nearby



Send to your phone



Share

Photos













J2, Attachment 6



Photos Submitted by Property Owners of 815 Bartelmy Lane North



J2, Attachment 6

Photos Submitted by Property Owners of 815 Bartelmy Lane North

**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, OCTOBER 20, 2020**

7:00 P.M.

(THIS MEETING WAS HELD REMOTELY VIA CONFERENCE CALL)

E. PUBLIC HEARING

- 1. 7:00 p.m. or later: Conditional Use Permit and Home Occupation License Resolution, Home-Based Lawn Care Business with Storage of Commercial Vehicles, 821 Bartelmy Lane North**

Chairperson Arbuckle opened the public hearing.

Ted Miller-827 Bartelmy, Scott Evenson-815 Bartelmy, Chris Hirdler and Jeremy Hirdler, the applicants spoke.

Chairperson Arbuckle closed the public hearing.

Commissioner Desai moved to approve a resolution for a Conditional Use Permit and a Home Occupation License for a Home-Based Lawn Care Business with Storage of Commercial Vehicles at 821 Bartelmy Lane North and the requestor needs to comply with all the conditions that the City of Maplewood has put into play.

Seconded by Commissioner Ige.

Ayes – Arbuckle

Nays – Dahm, Desai, Eads, Ige, Yang

The motion did not pass.

CITY COUNCIL STAFF REPORT
Meeting Date November 23, 2020

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Jeff Thomson, Community Development Director

PRESENTER: Jeff Thomson, Community Development Director

AGENDA ITEM: Cobblestone Court Apartments, 2585 and 2605 Conway Ave E
a. Loan Agreement with Aeon Maplewood I Preservation JV
b. Subordination Agreement

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The city has received an application from Aeon for financial assistance to acquire the Cobblestone Court apartment complex in Maplewood at 2585 and 2605 Conway Ave E. The application requests two items from the city: (1) approval of a 4(d) tax classification; and (2) a \$100,000 deferred loan.

Recommended Action:

- a. Motion to approve the Loan Agreement with Aeon Maplewood I Preservation JV.
- b. Motion to approve the Subordination Agreement

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$100,000 plus an annual reduction in property taxes estimated at \$15,500 in 2021.

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: The deferred loan would be paid from the city's TIF pooling funds.

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

Acquiring, improving, and maintaining affordable housing units in the community is consistent with the city's comprehensive plan, which includes goals and policies to improve the availability of affordable housing and to maintain and enhance the city's naturally occurring affordable housing.

Background:

Application

Aeon has submitted an application to the city for assistance in acquiring the Cobblestone Court Apartment complex in Maplewood at 2585 and 2605 Conway Ave E. The application requests two items from the city: (1) approval of a 4(d) tax classification; and (2) \$100,000 in financial assistance.

Cobblestone Court Apartments are located near the 3M campus on Conway Avenue between Century Ave and McKnight Rd. The complex consists of three apartment buildings, a detached garage structure, surface parking lots, and outdoor play equipment. The apartments were constructed between 1964 and 1968. The complex has a total of 74 apartment units with a mix of one and two-bedroom units.

Cobblestone Court is naturally occurring affordable housing (NOAH), which means that the rents that are currently charged for the units meet the regional guidelines for affordable housing. However, the rents are not restricted by official controls and therefore may increase or decrease based on market conditions. The current rents are \$750 for an efficiency unit, \$695 to \$950 for a one-bedroom unit, and \$895 to \$1,200 for a two-bedroom unit.

There has been an increased focus and discussion on a regional level about the loss of NOAH units. As existing NOAH apartment complexes are marketed for sale, apartment properties typically built in the 1960s through the 1980s are being sold to investment groups. The new owners are then investing modestly in upgrades, and without official controls to ensure long term affordability, property owners are then able to increase rents beyond affordable housing levels. This results in the loss of affordable housing units in the community and often results in the displacement of existing tenants that cannot afford the increased rent.

Part of Aeon's mission is to purchase NOAH apartment complexes, make improvements on deferred maintenance items, and continue to rent the units at affordable rates. Aeon has an agreement with the property owner to purchase the Cobblestone Court apartment complex. The purchase price is \$8,070,000, or \$109,054 per unit. They are planning on investing \$555,000 in improvements and maintenance to the units and complex. With the acquisition costs and available financing, Aeon has identified a \$500,000 financing gap. They have applied to Ramsey County for \$400,000 in HOME funds and are requesting \$100,000 in assistance from the city to acquire the property, make identified improvements, and preserve affordability for a 20-year term.

Aeon

Aeon is a nonprofit corporation based in Minneapolis. Aeon's mission is to create and sustain quality, affordable homes that strengthen lives and communities, and their vision is that every person has a home and is interconnected within the community. Aeon develops, owns, and manages 5,600 affordable apartment homes throughout the Twin Cities metropolitan region. Beginning with advocacy work in 2013, and with its first acquisition in 2016, Aeon has become active in the preservation of existing naturally occurring affordable housing. Since 2016, Aeon has acquired 2,800 NOAH homes, preserving their affordability for the long-term, and preventing displacement of at-risk, low-income families throughout the Twin Cities. Aeon has completed similar projects in Richfield, Edina, Bloomington, and Brooklyn Park.

4(d) Tax Classification

Minnesota Statutes provides that affordable rental properties are eligible for a class rate reduction in property taxes. The class rate reduction from 1.25% to 0.75% is allowed for qualifying properties where rent and income restrictions at or below 60% of area median income (AMI) are placed on the

property by state, federal, or local unit of government. Aeon is requesting that the city support a 4(d) property tax classification as part of its commitment to restrict rents to households meeting the 60% AMI definitions.

The city's financial consultant, Ehlers, has reviewed the proposed 4(d) classification request and determined it would result in a total reduction of \$48,000 in local property taxes based on pay 2020 value and tax rates. The city's portion of this reduction is approximately \$15,500. The reduction in property taxes would continue until the 20-year term of the proposed agreement expires.

TIF Funds

The city has pooled TIF funds available from existing tax increment financing (TIF) districts to use for affordable housing purposes. At the end of 2020, the city will have approximately \$1 million in TIF pooling for affordable housing. The acquisition and preservation of affordable housing units is an eligible use of these funds. Staff believes that using \$100,000 of these funds as a forgivable loan to Aeon for the Cobblestone Court project is a prudent use of the funds and furthers the housing goals and policies identified in the city's 2040 comprehensive plan:

- Promote efforts to upgrade, enhance, and maintain housing and existing neighborhoods
- Ensure there is a diversity of housing types to meet housing needs of all types and households
- Improve the availability of affordable housing for both homeowners and renters
- Maintain and enhance the city's naturally occurring affordable housing

Loan Agreement

Attached to this report is a draft loan agreement for the council's review and consideration. The loan agreement would grant a \$100,000 deferred loan to Aeon for the acquisition of Cobblestone Apartments. The \$100,000 would be paid from the city's TIF pooling funds. In consideration of the deferred loan, Aeon will be required to complete the following:

- Maintain 100% of the units as affordable to households making 60% of area median income (AMI). In 2020, 60% of AMI for a household of four is \$62,040. Therefore, the rent restrictions for 2020 would be as follows:

# of Bedrooms	Monthly Rent
Efficiency	\$1,086
1 bedroom	\$1,164
2 bedrooms	\$1,396

- Affordability restriction has a term of 20 years.
- Invest a minimum of \$555,000 in capital improvements on the site.
- Construct a fence or landscaping along the north side of the surface parking lot to screen the property from the adjacent single-family homes.
- Comply with the city's rental licensing ordinance.
- Submit an annual report to the city to ensure compliance with affordability and capital investment requirements.

If Aeon does not comply with these requirements, the deferred loan would need to be repaid to the city with interest. If after 20 years the applicant has complied with all terms of the deferred loan, the loan would be forgiven by the city and no repayment would be required.

The loan would be secured by a mortgage on the property. The request includes a subordination agreement in which the city would be the junior partner to the principal financing for the deal. This is a standard practice in these instances.

Attachments:

1. Loan Agreement
2. Subordination Agreement
3. Letter from Aeon
4. Aeon Corporate Overview

LOAN AGREEMENT

This Agreement entered into on this _____ day of December, 2020, by and between **CITY OF MAPLEWOOD**, a Minnesota municipal corporation (hereafter “**City**”) and **AEON MAPLEWOOD I PRESERVATION JV LLC**, a Minnesota limited liability company (hereinafter “**Borrower**”) (sometimes referred to as the “Parties” or a “Party”).

RECITALS

WHEREAS, Borrower has applied to City for a loan in an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) to be evidenced by a secured promissory note, the proceeds of which are to be used to make capital repairs to the Property; and

WHEREAS, City has agreed to make such loan on terms as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. DEFINITIONS

“**AGREEMENT**” means this Loan Agreement.

“**BORROWER**” means Aeon Maplewood I Preservation JV LLC, a Minnesota limited liability company.

“**CITY**” means the City of Maplewood.

“**EVENT OF DEFAULT**” is defined in Section 7 of this Agreement.

“**LOAN DOCUMENTS**” means the Agreement, Mortgage, and Note.

“**LOAN FUNDS**” means the \$100,000.00 available for disbursement by City to the Borrower pursuant to this Agreement.

“**MORTGAGE**” means that Statutory Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Financing Statement of even date herewith.

“**NOTE**” means that promissory note of even date herewith in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) made payable by Borrower to City’s order.

“**PERMITTED ENCUMBRANCES**” means all encumbrances identified in Exhibit B of the Mortgage.

“**PROJECT**” means the acquisition and maintenance of affordable housing on the Property.

“**PROPERTY**” means the real property located in the County of Ramsey, State of Minnesota that is legally described in Exhibit A attached hereto.

“**UNITS**” means the seventy-four (74) residential units in the Project and Unit shall refer to an individual unit.

2. DOCUMENTS DELIVERED HERewith

Prior to, or contemporaneously with the execution of this Agreement, Borrower has delivered to City the following documents and/or instruments, each of which shall be in a form acceptable to City.

- A. The Note executed by Borrower.
- B. The Mortgage executed by Borrower.
- C. Evidence of the insurance coverages required by this Agreement in a form acceptable to City, to be submitted on an annual basis on the anniversary date of this Agreement.
- D. Borrower’s Articles of Organization and a Certificate of Good Standing for Borrower from the Minnesota Secretary of State.
- E. Certificate of Secretary of Borrower with resolutions of the Managing Member of Borrower authorizing the execution and delivery of this Agreement and the loan documents described herein.
- G. Copies of all documents executed by or on behalf of Borrower in relation to the permitted encumbrances identified in Exhibit B of the Mortgage.
- H. A “Phase I” Environmental Assessment of the Property from a consultant acceptable to City and in a form and substance acceptable to City in its sole discretion.

3. REPRESENTATIONS AND WARRANTIES

In order to induce City to enter into this Agreement, Borrower hereby represents and warrants that:

- A. Borrower is a duly organized and validly existing limited liability company in good standing and is qualified and licensed to do business under the laws of the State of Minnesota and in every jurisdiction in which the ownership or leasing of its properties or the conduct of its business requires such qualification and in which the failure to be so qualified or in good standing would have a material adverse effect on its business.

- B. Borrower has full power, right, and authority to execute and deliver the Loan Documents, and the other documents required hereby, to borrow the funds herein provided for, and to perform and observe each and all of the matters and things provided for in said documents. The execution and delivery of the Loan Documents, and such other documents as are required hereby and the performance or observance of the terms hereof and thereof have been duly authorized by all necessary action of Borrower.
- C. There are no actions, suits, or proceedings pending or, to the best knowledge of Borrower, threatened against or affecting Borrower, or involving the validity or enforceability of the Loan Documents, or the priority of any lien thereof, at law or in equity; and Borrower is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority.
- D. The consummation of this transaction and performance of Borrower's obligations under the Loan Documents will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, bank loan or credit agreement, corporate charter, by-law, or other instrument to which Borrower is a party or by which it may be bound or affected.
- E. No Event of Default has occurred and is continuing as of the date hereof, and no event has occurred and is continuing which would be an Event of Default hereunder were it not for any grace period specified herein or which would become an Event of Default if notice thereof were given.
- G. All federal, state, and other tax returns of Borrower required by law to be filed have been duly filed; and all federal, state, and other taxes, assessments, and governmental charges upon Borrower which to the knowledge of Borrower are due and payable have been paid.
- H. All building permits required for construction or rehabilitation of improvements to the Property will be obtained prior to the commencement of any construction, and Borrower will comply with all conditions set forth therein.
- I. To the best of Borrower's knowledge, except as disclosed in the Phase I environmental report delivered by Borrower to the City, the Project is free of Hazardous Substances and is not subject to any "Super Fund" type liens or claims by governmental regulatory agencies or other third-parties arising from the release or threatened release of Hazardous Substances in, on or about the Property. Borrower also represents and warrants it has not used the Property in connection with the generation, disposal, storage, treatment, or transportation of Hazardous Substances and that the Property will not be so used during the term of this Agreement by Borrower, its agents, tenants or assigns.

4. COMMITMENT OF CITY

- A. Subject to the terms and conditions of the Loan Documents and other documents delivered herewith, City agrees to make a loan to Borrower, and Borrower agrees to borrow from City One Hundred Thousand Dollars (\$100,000.00) which shall bear interest at 1% per annum. The funds shall be disbursed to Borrower upon Borrower's acquisition of the Property.

5. AFFIRMATIVE COVENANTS

To further induce City to make the requested loan, Borrower hereby covenants and agrees that it shall:

- A. Use all of the loan proceeds for capital improvements to the Property relating to the Project. Borrower agrees to make at least \$555,000 of capital improvements to the Property.
- B. Keep true and complete and accurate books of record and account in accordance with sound accounting. For the sole purpose of verifying Borrower's performance of the terms of this Agreement, allow City or its agents, upon City's advance written notice, to examine and take extracts from the books and records of Borrower at Borrower's office.
- C. Conduct the same general type of business as it presently conducts; maintain its existence; and continue its compliance with all applicable statutes, laws, rules, and regulations.
- D. Maintain at least 90% the Project as residential living space and related activities.
- E. Maintain at least forty percent (40%) of the Units for occupancy by persons with incomes at or below sixty percent (60%) of area median income as determined by HUD, adjusted for family size.
- F. Rental housing qualifies as affordable housing despite a temporary non-compliance with these restrictions if due to increases in tenant income or due to noncompliance of incomes of tenants occupying the Project as of the date hereof, if all vacancies are being filled in accordance with these requirements until the non-compliance is corrected
- G. Borrower agrees to construct a fence or landscaping in accordance with City zoning requirements along the north side of the Property to screen the Property from adjacent single family homes.
- H. On or before March 31 of each year that this Agreement is in effect, certify that the Units, satisfy the requirements of Section 5E during the prior calendar year and provide the City with any information reasonably requested by the City the income

of any resident of a Unit designated to meet the requirements of Section 5E at initial occupancy of the Unit.

- I. On or before March 31 of each year that this Agreement is in effect, provide the City a written report summarizing the material capital improvements completed at the prior calendar year, including information regarding Borrower's covenants in Section 5.A and 5.G.
- J. Comply with all applicable statutes, regulations, codes and ordinances regulating the use or storage of Hazardous Substances which Borrower stores on the Property.
- K. Comply with Maplewood City Code Sections 12-600 to 12-622 regarding the Licensing of Rental Dwellings or any successor ordinance.

6. NEGATIVE COVENANTS

Borrower covenants and agrees that for so long as it is indebted to City, it will not, without City's prior written consent:

- A. Use the Property or allow its assigns or tenants to use the Property in connection with the generation, disposal, storage, treatment, or transportation of hazardous substances as defined by state and federal law, provided, however, that Borrower, its assigns or tenants may use, store and transport hazardous substances on, over or across the Property as is reasonably necessary to the use of the Property provided such use, storage and transportation complies at all times with all applicable federal, state and local statutes, codes, regulations and ordinances.
- B. Default in performing any of its obligations or duties required under the Permitted Encumbrances and fail to cure such default within any applicable cure periods.
- C. Without the prior written consent of the City, which consent shall not be unreasonably withheld, sell, transfer, assign, convey, mortgage, pledge, grant a security interest in, or otherwise transfer or encumber all or any part of the Property or any interest therein at any time that the Property is subject to this Agreement; provided that Borrower may refinance the existing debt on the Project without the prior written consent of the City.

7. EVENTS OF DEFAULT AND EFFECT THEREOF

- A. If Borrower fails to pay when due any installment of principal on the Note as required therein to the extent such installment is not forgiven as provided herein, and such nonpayment is not cured within 10 days following written notice thereof from City to Borrower; or

- B. If any financial statement, certificate, representation, or warranty furnished pursuant to or made under this Agreement proves to be materially false as of the date thereof, or any representation made herein is untrue when made; or
- C. If Borrower makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they mature, files a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any State, consents to the appointment of a trustee or receiver for Borrower or for its property, or is adjudged as bankrupt on an involuntary petition in bankruptcy, or takes any action for the purpose of effecting or consenting to any of the foregoing; or
- D. If an order, judgment, or decree shall be entered appointing, without Borrower's consent, a trustee for Borrower, or a substantial part of its property, or approving a petition filed against Borrower seeking a reorganization, arrangement with creditors, or other similar relief under the federal bankruptcy laws, or under any other applicable law of the United States of America or any State, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or
- E. If judgment for the payment of money in excess of \$100,000 shall be docketed against Borrower and remains unsatisfied and not appealed for a period of 90 days after the entry thereof; or
- F. If Borrower shall be dissolved for any reason whatsoever; or
- G. If an Event of Default shall have occurred under the Loan Documents and such event of default shall not be cured within any applicable cure period; or
- H. If Borrower fails to duly and punctually perform, or violates any other covenant contained herein, including but not limited the occupancy covenant contained in Section 5(E) above, and such failure to violation is not cured within 30 days following written notice thereof from City to Borrower; or
- I. If there is an occurrence which would constitute a default under the Permitted Encumbrances and such occurrence or default is not cured within any applicable cure period permitted under the Permitted Encumbrances; or
- J. If Borrower transfers, assigns, or sells the Property, without the prior written consent of City.

THEN, in any such event, an Event of Default shall be deemed to have occurred and City may, at its option (in addition to City's rights under the Note, the Mortgage, or any other documents executed and delivered herewith or pursuant hereto), take any one or more of the following actions:

- i) terminate City's obligation to advance any further sums pursuant hereto;
- ii) declare the balance of principal and interest outstanding under the Note to be immediately due and payable in full;
- iii) exercise all rights and remedies available to City on account of a default under the Mortgage, or as otherwise available to City at law or in equity;
- iv) cure any defaults under this Agreement, or the Mortgage, using any funds undisbursed under the Note and/or such other sums as may be necessary in City's opinion to effect such cure, in which event Borrower shall be responsible for all amounts outstanding under the Note, together with all amounts otherwise advanced by City to effect such cure.

8. MISCELLANEOUS

- A. All representations, warranties, and covenants contained herein or made in writing by or on behalf of Borrower in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by City. All statements contained in any certificate or other instrument delivered by or on behalf of Borrower pursuant thereto or in connection with the transactions contemplated hereby shall constitute representations and warranties by Borrower.
- B. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto except that Borrower's rights hereunder are not assignable without the prior written consent of City, which shall not be unreasonably withheld. Without limiting the discretion otherwise afforded the City in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which City finds to be inconsistent with the purposes for which the loan which is the subject of this Agreement was made.
- C. No amendment, change, waiver, or modification of this Agreement shall be valid unless the same be in writing and signed by all of the parties hereto.
- D. No waiver by City of any breach or default by Borrower of any of its obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent breach of the same, or any other obligation, agreement, or covenant, nor shall any forbearance by City to seek or enforce a remedy for such breach be deemed a waiver of its rights and remedies with respect to such breach.
- E. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which shall constitute one agreement.

- F. This Agreement shall remain effective so long as there are any sums remaining outstanding on the Note.
- G. This Agreement from and after the date hereof supersedes and has merged into it all prior oral and written agreements on the same subjects by or between the parties hereto with the effect that this Agreement, and the documents delivered pursuant hereto, shall control the subject matter covered herein.
- H. Any notices required or contemplated hereunder shall be effective upon the placing thereof in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

Borrower:

Aeon Maplewood I Preservation JV LLC
c/o Aeon
901 North 3rd Street, Suite 150
Minneapolis, MN 55401
Attn: Asset Management

City:

City of Maplewood
1830 County Road B East
Maplewood, MN 55109
Attn: City Manager

- I. The City makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- J. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the unlawful or unenforceable provisions had never been contained herein.
- L. The headings used herein are for the convenience of reference only and are not of substantive effect.
- M. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.
- N. The Loan Documents shall be prepared by or reviewed by City's legal counsel and all documents must be satisfactory to City in its sole discretion.

- O. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Borrower as the employee of the City for any purpose or in any manner whatsoever. The Borrower is an independent contractor and neither it, its employees, agents nor representatives are employees of the City.

9. HOLD HARMLESS

- A. The Borrower further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement.
- B. Borrower agrees to hold harmless and defend the City, its officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from or allegedly arising from or related to the Borrower's acts, failure to act, or failure to perform its obligations hereunder, and to pay the costs of and/or reimburse the City, its officials, officers, employees, agents, representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees) incurred in connection therewith. City shall promptly notify Borrower of any claim made for any such damage or loss and afford Borrower and its counsel the opportunity to contest, compromise, or settle such claim.
- C. Nothing in this Agreement shall constitute a waiver by the City of any statutory limits or exceptions on liability.

10. INSURANCE

- A. Borrower shall purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by the Borrower or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.
- B. Borrower shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the City throughout the term of this Agreement.

1. Commercial General Liability Insurance

- \$1,500,000 per occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations total limit
- \$1,500,000 personal injury and advertising liability

This policy shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. The City, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Borrower, using ISO endorsement form CG 20 26 or its equivalent.

2. Automobile Insurance

Coverage shall be provided for hired, non-owned and owned auto.

Minimum limits of \$1,000,000 combined single limit

3. Workers' Compensation and Employers' Liability

Workers' Compensation as required by Minnesota Statutes

Employers' Liability Limits:
\$500,000/\$500,000/\$500,000

4. Professional Liability/Errors and Omissions Coverage (if applicable)

Per Claim Limit: \$ 500,000
Per Occurrence: \$1,500,000
Aggregate Limit: \$2,000,000

This policy is to be written as acceptable to the City. Certificates of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of the Agreement.

The City, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the City.

5. Property Insurance. Borrower shall secure property insurance on a replacement cost, all risk basis for both real and personal property. The policy shall include business interruption and extra expense coverages. The City shall be added to the policy as lender.

6. Title Insurance. Borrower, at its sole expense, shall cause a title insurance company qualified to do business in the State of Minnesota and acceptable to the City to deliver to the City the Title Insurer's commitment to issue a title insurance

policy, ALTA Loan Policy, in the amount of \$100,000.00 effective as of the date of closing, insuring to the City that:

- a. Borrower is the owner of the Property;
- b. The Property is free and clear of all other liens, charges, and encumbrances except those disclosed in the Title Commitment and Attachments;
- c. A Comprehensive Endorsement, a usury endorsement, a zoning endorsement, and an access endorsement are provided; and
- d. The policy will be issued free and clear of the standard printed title exceptions and exceptions to coverage as shown in the Title Commitment, including (i) encroachments, boundary line disputes, and other matters which would be disclosed by an accurate survey; (ii) any state of facts that exists after the date of the Title Commitment; (iii) easements or claims of easements not disclosed by public records; (iv) rights or claims of parties in possession not shown by the public records; (v) any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, whether shown by the public records or otherwise; (vi) taxes and special assessments not shown as existing liens by public records; and (vii) free and clear of any other objections, encumbrances, or exceptions to title.

The City shall have ten business days from the receipt of the Title Commitment to notify the Borrower of any defect in title or any other title related matter deemed unacceptable to the City. Borrower shall have ten business days from receipt of said Notice from the City to cure the defect(s). If Borrower is not able to cure said defects in that period, the City may, in its sole discretion, cancel this Agreement, and have no further obligation to Borrower hereunder.

Any exceptions to title to which City does not object, or for which the City waives its objections in writing, shall be deemed to be a Permitted Exception.

- C. Borrower shall notify its insurer that the City is requiring third party notice of mid-term cancellation per Minn. Stat. § 60A.36, Subd. 2a, such notice to the insurer to be provided to the City when the required Certificate of Insurance is delivered.
- D. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Borrower to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement.
- E. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. Borrower shall not commence work until the Borrower has obtained the required insurance and filed an acceptable Certificate of

Insurance with City. Copies of insurance policies shall be submitted to the City upon request.

- F. Nothing in this Agreement shall constitute a waiver by the City of any statutory or common law immunities, limits, or exceptions on liability.
- G. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

11. NON-DISCRIMINATION

Borrower agrees to comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law.

12. PUBLIC INFORMATION

If requested by the City, the Borrower shall comply with the following:

- A. In all news releases and other public notices related to projects funded under this Agreement, the Borrower shall include information identifying the source of funds as the City.
- B. For all construction projects, the Borrower shall erect a sign to the City's specifications at the construction site, identifying the source of funds as the City.

13. RETENTION OF RECORDS

Required records shall be retained for a period of six (6) years after termination of this Agreement, except as follows:

- 1. Records that are the subject of audit findings shall be retained for six (6) years after such findings have been resolved.
- 2. Records for nonexpendable property shall be retained for six (6) years after its final disposition.

14. DATA PRIVACY

All data collected, created, received, maintained or disseminated for any purpose in the course of the Borrower's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**SIGNATURE PAGE TO
LOAN AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

AEON MAPLEWOOD I PRESERVATION JV LLC,
a Minnesota limited liability company

By: Aeon, a Minnesota non-profit corporation
Its Manager

By: _____
Name: Caroline Horton
Title: Chief Financial Officer

**SIGNATURE PAGE TO
LOAN AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF MAPLEWOOD

By: _____
Name: Marylee Abrams
Title: Mayor

By: _____
Name: Melinda Coleman
Title: City Manager

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

The East 82.5 feet of Lots 14 and 15, Block Two, Minty Acres, Ramsey County, Minnesota.

Parcel 2:

The West 72.5 feet of the East 155 feet of Lots 14 and 15, Block Two, Minty Acres, Ramsey County, Minnesota.

Parcel 3:

Lots 14 and 15, Block Two, Minty Acres, except the East 155 feet of said Lots 14 and 15, and except that part of said Lot 15 lying South of the following described line: Beginning at a point on the West line of said Lot 15, said point being 22 feet Northerly from the Southwest corner of said Lot 15; thence Southeasterly to a point on the South line of said Lot 15, said point being 200 feet Easterly from the Southwest corner of said Lot 15, and there terminating;

AND ALSO

Lot 13 in said Block Two, except the East 250 feet of said Lot 13, Ramsey County, Minnesota.

Prepared by, and after recording
return to:
Faegre Drinker Biddle & Reath LLP (AMC)
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 10-1-2018)

Freddie Mac Loan No. _____
Property Name: Cobblestone Court

Freddie Mac Loan Number: _____
 Property Name: Cobblestone Court

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 10-1-2018)

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into as of _____, 2020, by and between (i) **NORTHMARQ CAPITAL, LLC**, a limited liability company organized and existing under the laws of Minnesota (“**Senior Lender**”) and (ii) **CITY OF MAPLEWOOD**, a Minnesota municipal corporation (hereafter “**Subordinate Lender**”).

RECITALS

- A. Aeon Maplewood I Preservation JV LLC, a limited liability company organized under the laws of Minnesota (“**Borrower**”) is the owner of certain land located in Ramsey County, Minnesota, described in Exhibit A (“**Land**”). The Land is improved with a multifamily rental housing project (“**Improvements**”).
- B. Senior Lender has made or is making a loan to Borrower in the original principal amount of \$5,281,000.00 (“**Senior Loan**”) upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of December ___, 2020 between Senior Lender and Borrower (“**Senior Loan Agreement**”) in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement dated as of the date of the Senior Loan Agreement (“**Senior Mortgage**”) encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the “**Mortgaged Property.**”
- C. Pursuant to a Loan Agreement dated December ___, 2020 between Subordinate Lender and Borrower (“**Subordinate Loan Agreement**”), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of \$100,000.00 (“**Subordinate Loan**”). The Subordinate Loan is or will be secured by a Mortgage dated December ___, 2020 (“**Subordinate Mortgage**”) encumbering all or a portion of the Mortgaged Property.
- D. The Senior Mortgage will be recorded in the Office of the County Recorder for Ramsey County, Minnesota (“**Recording Office**”). The Subordinate Mortgage will be recorded in the Recording Office following the recording of the Senior Mortgage.
- E. The execution and delivery of this Agreement is a condition of Senior Lender’s making of the Senior Loan.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

The terms “**Condemnation,**” “**Imposition Deposits,**” “**Impositions,**” “**Leases,**” “**Rents**” and “**Restoration,**” as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

“**Bankruptcy Proceeding**” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“**Borrower**” means all persons or entities identified as “Borrower” in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term “Borrower” will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

“**Casualty**” means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

“**Enforcement Action**” means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker’s lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

“**Enforcement Action Notice**” means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate

Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

“**Lien**” means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

“**Loss Proceeds**” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

“**Notice**” means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

“**Senior Indebtedness**” means the “Indebtedness” as defined in the Senior Loan Agreement.

“**Senior Lender**” means the “Lender” as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity will automatically become Senior Lender.

“**Senior Loan Documents**” means the “Loan Documents” as defined in the Senior Loan Agreement, as such documents may be amended.

“**Senior Mortgage Default**” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Agreement.

“**Senior Note**” means the promissory note or other evidence of the Senior Indebtedness and any replacement of the Senior Note.

“**Subordinate Indebtedness**” means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

“**Subordinate Lender**” means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“**Subordinate Loan Documents**” means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

“Subordinate Mortgage Default” means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

“Subordinate Note” means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

“Surplus Cash” means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

- (a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Deposits.
- (b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordinate Lender’s Representations and Warranties.

- (a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:
 - (i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.
 - (ii) No Subordinate Mortgage Default has occurred and is continuing.
 - (iii) The current unpaid principal balance of the Subordinate Indebtedness is \$100,000.
 - (iv) No scheduled payments under the Subordinate Note have been prepaid.
- (b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:
 - (i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.
 - (ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.
 - (iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

- (a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.
- (c) Payments Before Senior Loan Default; Soft Subordinate Debt. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash.
- (d) Payments After Senior Loan Default or Bankruptcy.
- (i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of Section 3(d) of this Agreement will apply.
- (ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:
- (A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.
- (B) Any proceeds from any Enforcement Action.
- (C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.

- (iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.
- (e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

4. Default Under Subordinate Loan Documents.

- (a) Notice of Subordinate Loan Default and Cure Rights.
 - (i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.
 - (ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:
 - (A) Discontinues its pursuit of any cure.
 - (B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.
 - (iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.

- (iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.
- (b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.
- (i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice. During such 90-day period or such longer period as provided in Section 4(a), Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Loan Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).
 - (ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:
 - (A) The expiration of such 90-day period or such longer period as provided in Section 4(a).
 - (B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.
 - (iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior Lender's right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.
 - (iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.
- (c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have

actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

- (i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.
- (ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.
- (iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.
- (iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

- (i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the

lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:

- (A) To conduct a separate sale of any portion of the Mortgaged Property.
- (B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.
- (C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines.

(ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:

- (A) Extend the time for or waive any payment or performance under the Senior Loan Documents.
- (B) Modify or amend in any respect any provision of the Senior Loan Documents.
- (C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

6. Conflicts. If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

- (a) Extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default.

- (b) Give Borrower the right to receive notice of any Senior Loan Default or Subordinate Loan Default, other than that, if any, provided, respectively under the Senior Loan Documents of the Subordinate Loan Documents.
- (c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

(a) Insurance.

- (i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender.
- (ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.
- (iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

- (i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.
- (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its

sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.

- (iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.
- (iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.
- (c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent then such amendment or assignment will be void ab initio and of no effect whatsoever.
- (d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.
- (e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or

retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.

- (f) **Consent Rights.** Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).
- (g) **Escrows.** Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.
- (h) **Certification.** Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.
- 8. Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.
- 9. Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.
- 10. Notices.**
- (a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i)

personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

NorthMarq Capital, LLC
 3500 American Boulevard West, Suite 500
 Bloomington, MN 55431
 Attention: _____

Notices intended for Subordinate Lender will be addressed to:

City of Maplewood
 1830 County Road B East
 Maplewood, MN 55109
 Attention: _____

- (b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. Miscellaneous Provisions.

- (a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise. This Agreement may be assigned at any time by Senior Lender to any subsequent holder of the Senior Note.
- (b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.
- (c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take

such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.

- (d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.
- (e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.
- (f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:
 - (i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender.
 - (ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.
 - (iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.
 - (iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.
- (h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement and will supersede and cancel any prior agreements regarding such matters.

- (j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

NORTHMARQ CAPITAL, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On December ____, 2020, before me, the undersigned, a Notary Public in and for the State of Minnesota, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of NorthMarq Capital, LLC, a Minnesota limited liability company, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for Minnesota

My Commission Expires: _____

[The remainder of this page intentionally left blank; signature page follows.]

SUBORDINATE LENDER:

CITY OF MAPLEWOOD

By: _____

Name: _____

Title: _____

[The remainder of this page intentionally left blank; signature page follows.]

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

The East 82.5 feet of Lots 14 and 15, Block Two, Minty Acres, Ramsey County, Minnesota.

Parcel 2:

The West 72.5 feet of the East 155 feet of Lots 14 and 15, Block Two, Minty Acres, Ramsey County, Minnesota.

Parcel 3:

Lots 14 and 15, Block Two, Minty Acres, except the East 155 feet of said Lots 14 and 15, and except that part of said Lot 15 lying South of the following described line: Beginning at a point on the West line of said Lot 15, said point being 22 feet Northerly from the Southwest corner of said Lot 15; thence Southeasterly to a point on the South line of said Lot 15, said point being 200 feet Easterly from the Southwest corner of said Lot 15, and there terminating;

AND ALSO

Lot 13 in said Block Two, except the East 250 feet of said Lot 13, Ramsey County, Minnesota.



October 9, 2020

Mr. Jeff Thomson
Community Development Director
Mr. Michael Martin
Assistant Community Development Director
City of Maplewood

RE: Acquisition of Cobblestone Court Apartments
Request for 4d RET Classification Approval and Financial Assistance

Gentlemen:

I am writing in follow-up to our discussion a week ago, and Aeon's proposed acquisition of the Cobblestone Court Apartments in Maplewood. As I discussed with you, Aeon is a non-profit based in the Twin Cities whose mission is to create and sustain quality affordable homes that strengthen lives and communities. We currently own and operate over 5,700 affordable homes in 56 properties throughout the Twin Cities. Since 2016, we have acquired over 2,800 Naturally Occurring Affordable Housing (NOAH) units, with incredible support from the communities in which these projects are located. Intense pressure from national buyers is eliminating 3,000 units/year in affordable housing stock in the metro area. Acquiring these properties before they sell can be done for 50% of the cost of replacement, and avoid displacing families at the same time. Volumes of research now support the fact that stable housing is at the core of better health, education, and economic outcomes for low-income families.

This letter requests two things of the City of Maplewood:

1. Approval for 4d affordable multifamily real estate classification for real estate tax assessments; and
2. A subordinate loan or grant funding of \$500,000 to support our acquisition of this asset.

The 4d classification requires a local financial contribution and a declaration of restrictive covenants that commits the units to rents and incomes less than 60% AMI. We are willing and prepared to enter into such a DRC, and have on all of the NOAH projects which we have acquired in the past 4 years.

I understand from our discussions that there is not a specific housing trust fund from which to lend financing assistance, but that pooled-TIF funds, potentially along with support from Ramsey County, may be possible.

Our equity partner for this transaction will be Sunrise CDC, using an allocation of NOAH Preservation Equity Funds from the Sunrise CDC/Aeon fund created at the end of 2019 specifically for this sort of investment. Among other advantages, these funds come at a very affordable rate of return (+/- 6%), in comparison to national equity funds which demand 8-12%. It is even with this advantageous equity source that we seek assistance from the City.

I would like to discuss this specific request with you as soon as possible, as the project is now ours to acquire, and we expect a purchase and sale agreement to be executed early next week. The PSA is expected to require a closing in mid-late November.

Attached is a summary sources and uses reflecting the agreed upon price, and the additional uses of funds. I previously provided you with a corporate overview of Aeon and our NOAH acquisition strategy.

I look forward to discussing this project with you again at your earliest convenience.

My very best,



Bill Mague
Director of Acquisitions and Special Projects
612-746-0517 | aeon.org | [donate now](#)





AEON Corporate Profile Mission, Leadership, and Growth

Mission

Aeon is a 501c3 nonprofit corporation, headquartered in Minneapolis, MN. Founded in 1986. Our mission is to create and sustain quality, affordable homes that strengthen lives and communities. Our vision is that every person has a home and is interconnected within the community.

How We Work

Aeon develops, owns, and manages 5,600 quality affordable apartment homes throughout the Twin Cities metropolitan region. Our work has traditionally been the acquisition and rehab of historic properties, notably in the Elliot Park neighborhood of Minneapolis, and the construction of new apartment communities using the Low Income Housing Tax Credit. Since our founding, and through 2015, Aeon acquired, created, and owned over 3,000 apartment homes. Beginning with advocacy work in 2013, and with our first acquisition in 2016, Aeon has become a national leader in the preservation of existing naturally occurring affordable housing (NOAH). Apartment properties built typically in the 1960's through the 1980's are being sold to investment groups that are investing modestly in upgrades, and then increasing rents by 20-30%. This is removing affordable housing at a rate of 4,000 – 5,000 units/year, displacing thousands of families, and causing them to pay higher rents in any apartment they can find. Current estimates are that we need an additional 15,000 affordable apartment homes to prevent at-risk families from paying over 40% of their income for housing.

Since 2016, Aeon has acquired 2,800 NOAH homes, preserving their affordability for the long-term, and preventing mass displacement of at-risk, low-income families throughout the Twin Cities.

Corporate Investment and Strategy

Aeon has five major areas of focus in its work:

Department	Function
Housing Development	Identify, acquire, rehabilitate, and construct affordable, multifamily homes for families at <60% Area Median Income. This work includes land assembly, property acquisition, design and construction work, and formation of debt and equity capital to finance the projects.
Asset Management	In 2017 Aeon created an independent department to oversee and manage the ownership-level investment, rehabilitation, operation, finance, and institutional relationships for our portfolio of properties. This group is responsible for meeting investor and lender requirements, operational and financial

	operating targets, and generating operating cash flow from these properties to support Aeon's broader mission.
Property Operations	Aeon manages 85% of its portfolio through a wholly-owned management subsidiary, Aeon Management, LLC. The balance of the portfolio is managed under a third-party management contract. The Property Operations group includes executive leadership, portfolio-level oversight, and over 100 on-site managers, assistant managers, maintenance supervisors, maintenance techs, and janitorial/grounds keepers. AM, LLC is paid a market-rate management fee for its services, develops annual operating budgets, and reports to the Asset Management group.
Resident Connections	Since its inception as an inter-faith collaborative that acquired its first building in the Elliot Park neighborhood of Minneapolis, Aeon has recognized the need not just to charge rent and pay bills, but rather to create quality homes for its residents and support their interconnectivity in their communities. 100% of Aeon's residents are low-income families and seniors, and approximately 20% of our residents qualify for additional support services. Our Resident Connections team does the hard, day-to-day work with residents to connect them with other wrap-around social services, housing support, and mental health services. This team is knowledgeable on county, state, federal, and non-profit community service providers, and matches these providers with residents in need.
Finance, HR, and Accounting	Led by Caroline Horton, CFO, a 25-year veteran of the affordable housing industry, the finance and accounting group oversees all corporate financial operations, generates property-level, ownership level, and corporate financial statements, oversees operating, financial, and compliance controls in the organization, develops corporate liquidity and banking relationships, and oversees the annual corporate and consolidated audit.

In responding to tremendous growth since 2013, the Board and executive leadership has aggressively built out the personnel and systems expertise and capacity of the organization. Aeon is now situated to meet its growth targets of 1,000 additional units/year through both development and NOAH acquisition strategies.

Specifically, since 2016, Aeon has:

1. Created a separate and distinct Asset Management group and hired its first Vice President Stacy McMahon. Ms. McMahon has held corporate and CFO leadership positions throughout the non-profit and housing industry for over 30 years. She has expertise in

capital finance, property operations, budgeting, and investor/lender reporting. Ms. McMahon sits on the Executive Leadership Team.

2. Created and hired for the position of Executive Vice President for Operations/President of Aeon Management, LLC through a national search process. In May 2019, Aeon hired Santiago De Angulo for this position, recruiting him from an institutional management company based in Washington, DC that managed over 15,000 affordable and market-rate housing units in the DC region. Mr. De Angulo brings decades of experience in high-level strategic operating leadership and a background in non-profit based work in tenant services and tenant representation. Santiago is leading, with our CFO and VP of Asset Management, a \$1.0 million investment in systems for budgeting, operations and accounting, and procurement by which to accommodate the growth in units, residents, and reporting requirements. Mr De Angulo sits on the Executive Leadership Team.
3. In 2019 Aeon hired Bill Mague as Director of Acquisitions and Special Projects with a specific focus on NOAH acquisitions, strategic acquisitions, and capital formation for the NOAH portfolio. Mr. Mague has 30 years of non-profit, affordable housing finance experience including as an investment banker with RBC Capital Markets. This effort is focused on the preservation of affordable units, developing debt and equity sources, and helping with the formation of a larger capital pool for the long-term ownership of NOAH projects.
4. In February of 2020 Aeon hired Sarah Harris as its first Executive Vice President for Strategy, Partnerships, and Production. Ms. Harris oversees all Housing Development activity, the corporate strategic planning process, and, with Mr. Mague, is leading formation of a capital pool for long-term portfolio growth. Ms Harris sits on the Executive Leadership Team.

Aeon, in Latin, means “forever”. Formed originally as the Central Community Housing Trust, Aeon adopted the new name in 2012 by which better to communicate that we are a long-term owner, intending to create, sustain, and expand the availability of quality, affordable homes and foster strong community connections far into the future.