AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Tuesday, May 27, 2025
City Hall, Council Chambers
Meeting No. 10-25

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. May 12, 2025 City Council Workshop Meeting Minutes
2. May 12, 2025 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
    a. Council Calendar Update
2. Council Presentations
3. FBI-LEEDA Agency Trilogy Award
4. Maplewood Residential Recycling and Trash Collection Annual Report

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

1. Approval of Claims
2. Cellebrite Service Agreement for the Maplewood Police Department
3. Affordable Homeownership Grant Program Agreements between the Metropolitan Council, the City of Maplewood and Twin Cities Habitat for Humanity
4. ICMA/Economic Mobility and Opportunity Subgrant Agreement
5. Fifth Amendment to Maplewood Community Center Operating Agreement
6. Strategic Plan Update for First Quarter of 2025
7. Resolution Approving Grant Agreement with the Metropolitan Council for Inflow and Infiltration Improvements

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. Resolution Providing for the Issuance and Sale of General Obligation Improvement Bonds, Series 2025A, $2,680,000
2. 2025 Public Works Consultant Pool Update

K. AWARD OF BIDS

1. 2025 Maplewood Street Improvements, City Project 24-12
    a. Resolution Receiving Bids and Awarding Construction Contract
    b. Authorize Use of Bolton and Menk, Inc. for Construction Surveying Services

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
MANAGER WORKSHOP

5:00 P.M. Monday, May 12, 2025
City Hall, Council Chambers

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:00 p.m. by Mayor Abrams.

B. ROLL CALL

Marylee Abrams, Mayor	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Chonburi Lee, Councilmember	Present
Nikki Villavicencio, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Lee moved to approve the agenda as submitted.

Seconded by Councilmember Cave Ayes– All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Intent to Close Meeting (Minnesota Statute Section 13D.03) to Discuss Labor Negotiations Strategy

City Manager Sable provided background and direction to council.

Councilmember Cave moved to close the meeting and go into closed session to discuss labor negotiations strategy, pursuant to Minnesota Statutes Section 13D.03,

Seconded by Councilmember Juenemann Ayes – All

The motion passed

Mayor Abrams closed the meeting at 5:03 p.m.

Present at the closed session: Mayor Abrams, Councilmember Cave, Councilmember Juenemann, Councilmember Lee, Councilmember Villavicencio, City Manager Sable,

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Assistant City Manager/HR Director Darrow, Finance Director Rueb, Public Safety Director Bierdeman, HR Manager Nancy Steele, and Administrative Assistant Johanna Mouton.

Mayor Abrams called the meeting back to order at 6:09 p.m.

2. 2026 Budget Kickoff

Finance Director Rueb gave the presentation. City Manager Sable provided additional information.

No Action Required

3. EAB/Tree Update

Mayor Abrams shared information from the Regional Council of Mayors meeting about climate and effects on local EAB infestations. Public Works Director Love gave the presentation. Council offered direction to staff to proceed into year two of the tree program.

No Action Required

4. Metro HRA Housing Discussion

Community Development Director Parr provided background and housing opportunity options. Terri Smith, Director with Metro HRA gave the presentation and answered questions from the council.

No Action Required.

E. ADJOURNMENT

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

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MINUTES
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, May 12, 2025
City Hall, Council Chambers
Meeting No. 09-25

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:06 p.m.by Mayor Abrams.

Mayor Abrams gave an update on changes and upcoming activities happening at Maplewood Mall as the new Pan Asian Center moves in. Mayor Abrams also showed a sample of Tommy Moose, a plush toy donated by the Moose Lodge to the Public Safety Department to comfort children experiencing traumatic events.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Marylee Abrams, Mayor	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Chonburi Lee, Councilmember	Present
Nikki Villavicencio, Councilmember	Present

D. APPROVAL OF AGENDA

The following items were added to council presentations:

City Clean-Up
Red Flag Warnings
Pan Asian Center

Councilmember Lee moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. April 14, 2025 City Council Workshop Meeting Minutes

Councilmember Juenemann moved to approve the April 14, 2025 City Council Workshop Meeting Minutes as submitted.

Seconded by Councilmember Cave Ayes – All

The motion passed.

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2. April 14, 2025 City Council Meeting Minutes

Councilmember Juenemann moved to approve the April 14, 2025 City Council Meeting Minutes as submitted.

Seconded by Councilmember Lee Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations

a. Council Calendar Update

City Manager Sable gave an update to the council calendar and reviewed other topics of concern or interest requested by councilmembers.

2. Council Presentations

City Clean-Up

Councilmember Juenemann recapped the Clean-Up event and gave statistics of what was collected and also shared the next clean-up day will be April 25, 2026.

Red Flag Warnings

Councilmember Villavicencio reminded residents that Minnesota is under a red flag warning issued by the National Weather Service so no open burning campfires are currently permitted.

Pan Asian Center

Councilmember Lee attended the Launch Opening Ribbon Cutting Celebration, along with other councilmembers and staff, and suggested residents visit Maplewood Mall to see all that is new there.

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.*

Agenda items G2, G3, & G4 were highlighted.

Councilmember Cave moved to approve agenda items G1-G7.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

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1. Approval of Claims

Councilmember Cave moved to approve the approval of claims.

ACCOUNTS PAYABLE:

$	117,976.14	Checks # 122970 thru # 123000 dated 4/15/25
$	372,151.84	Checks # 123001 thru # 123037 dated 4/22/25
$	517,277.67	Checks # 123038 thru # 123063 dated 4/29/25
$	428,394.29	Checks # 123064 thru # 123094 dated 5/6/25
$	967,067.89	Disbursements via debits to checking account dated 4/07/25 thru 4/20/25
$	2,402,867.83	Total Accounts Payable

PAYROLL

$	804,413.720	Payroll Checks and Direct Deposits dated 04/11/25
$	781,427.00	Payroll Checks and Direct Deposits dated 4/25/25
$	1,585,840.72	Total Payroll
$	3,988,708.55	GRAND TOTAL

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. First Quarter 2025 Financial Report

No action required.

3. Joint Powers Agreement of the Ramsey County Sheriff Emergency Response

Councilmember Cave moved to approve the Amended Joint Powers Agreement of the Ramsey County Sheriff Emergency Response Teams (SERT).

Seconded by Councilmember Juenemann Ayes – All

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The motion passed.

4. Joint Powers Agreement of the Minnesota Human Trafficking Investigators Task Force (MNHITF)

Councilmember Cave moved to approve the renewed Joint Powers Agreement with the State of Minnesota for the Human Trafficking Investigators Task Force (MNHITF).

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

5. Resolution Authorizing Execution of Consent to Assignment and Assumption of Tax Increment Revenue Note and Development Agreement and Authorizing Issuance of Replacement Note, 2191 Van Dyke Street North

Councilmember Cave moved to approve the resolution entitled "Resolution Authorizing Execution of Consent to Assignment and Assumption of Tax Increment Revenue Note and Development Agreement and Authorizing Issuance of Replacement Note".

Resolution 25-05-2400
RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ADVERTISING

WHEREAS, in 2003, the City established Tax Increment Financing District 1-7, a housing tax increment financing district, and issued to Van Dyke Street Homes, Limited Partnership, the developer, a pay-as-you-go TIF Note in the principal amount of $510,000; and

WHEREAS, Van Dyke Street Homes, Limited Partnership is selling the project to Dadder's Estates, LLC and assigning the Note to the buyer; and

WHEREAS, the 2003 TIF agreement prohibits the assignment of the Note without the consent of the City; and

WHEREAS, appropriate assignment and assumption agreement has been submitted by the parties to this transaction and reviewed by the City and has been found to be in proper form; and

WHEREAS, the original Note has been lost and the City has been asked to issue a replacement Note; and

WHEREAS, upon receipt of an Affidavit of Lost Note executed by the original holder of the Note, the City will issue a replacement Note.

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

1. The Mayor and City Manager are authorized and directed to execute the Consent to Assignment and Assumption of Tax Increment Revenue Note and Development Agreement.

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2. City staff are authorized and directed to issue a replacement Tax Increment Revenue Note upon receipt of Affidavit of Lost Note executed by the original holder of the Note.

3. City staff and consultants are authorized and directed to take all additional actions as may be necessary or convenient to facilitate the intent of this resolution.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

6. Amendment to Livable Community Act Grants

Councilmember Cave moved to direct appropriate staff to execute the Agreement Permitting Redeployment of Repayment Proceeds for Grant Funds as Loan Proceeds between the Metropolitan Council and the City of Maplewood.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

7. Facility Conditions Assessment Proposal for Maplewood Community Center

Councilmember Cave moved to approve the professional services contract with Leo A Daly for the lump sum fee of $43,900.

Seconded by Councilmember Juenemann Ayes – All

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.*

1. MnDOT TH 5 Improvements, City Project 25-10

a. Public Hearing

b. Resolution of Municipal Consent of Final Layout

Public Works Director Love introduced the agenda item. Mayor Abrams outlined the sequence of steps for the public hearing. Michael Corbett, Area Engineer with MnDOT, gave the presentation.

Mayor Abrams opened public hearing. The following people spoke:

James Burke – 2310 Stillwater Road
Elizabeth Jacobson – 2310 Stillwater Road

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Mayor Abrams closed the public hearing.

Council discussed the item and asked questions of staff and MnDOT.

Mayor Abrams moved to table the resolution concerning the layout for MnDOT's Trunk Highway 5 improvements project until MnDOT has the opportunity to return to council with creative, satisfactory changes for the project.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

I. UNFINISHED BUSINESS
None

J. NEW BUSINESS

1. Verizon Wireless Communications Monopole, 1210 Sterling Street South
a. Conditional Use Permit Resolution
b. Design Review Resolution

Community Development Director Parr gave the staff report. Tammy Hartman, with Verizon Wireless, addressed council and provided additional information.

Councilmember Lee moved to approve the conditional use permit resolution for a 125-foot communications tower to be constructed at 1210 Sterling Street South.

Resolution 25-05-2401
CONDITIONAL USE PERMIT RESOLUTION

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

Section 1. Background.

1.01 Verizon Wireless has requested approval of a conditional use permit to permit a 125-foot communications tower.

1.02 The property is located at 1210 Sterling Street South and is legally described as:

PIN: 132822430022. The South seventy- four feet (S. 74') of the West Half of the Southeast Quarter (W 1/2 of SE 1/4) of Section 13, Township 28, Range 22, lying North of the South twenty-five (S. 25) acres, East of Sterling Street, and West of State Trunk Highway 494, it being the intention of the granters to convey a seventy-four foot (74') strip immediately to the North of the South twenty-five (S. 25) acres of the West Half of the Southeast Quarter (W 1/2 of SE 1/4) of Section 13, Township 28, Range 22.

AND

Outlot A, HIGHWOOD ESTATES NO. 2, according to the recorded plat thereof.

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AND

That portion of the SW 1/4 of the SE1/4 of Sec. 13, T. 28, R.22, according to the Government Survey thereof, described as follows: Commencing at the SE corner of the SW 1/4 of the SE 1/4 of said Sec. 13, thence N. 50 rods, thence W. 80 rods to the Quarter Sec. line, thence S. 50 rods to the Sec. line, thence E. along the sec. line 80 rods to the place of beginning, being 25 acres, more or less.

Less and Except that portion of the property conveyed by the following: As referred to in Warranty Deed recorded as Instrument No. 2717756: The east one-half of Sterling Street right-of-way that is located in the south half of Section 13, Township 28, Range 22 which is south of the south line of the following- described property and south of the (easterly) extension of said south line: the north 487.99 feet of the SW 1/4 of the SE l/4 of Section 13, Township 28, Range 22.

AND

Outlet A, Maplewood Highlands, Ramsey County, Minnesota according to the recorded plat thereof.

As referred to in Warranty Deed recorded as instrument No. 2718516: That part of the South 180.00 feet of the West 233.00 feet of the Southwest Quarter of the Southeast Quarter of Section 13, Township 28, Range 22, Ramsey County, Minnesota lying East of the West 33.00 thereof.

Ramsey County
Abstract Property

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 Communication Towers Conditional Use Permit Standards. City Ordinance Section 44-1326.

1. Standards in this Code.

2. Recommendations of the planning commission and community design review board.

3. Effect of the proposed use upon the health, safety, convenience and general welfare of residents of surrounding areas.

4. Effect on property values.

5. Effect of the proposed use on the comprehensive plan.

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.

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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.

Section 3. Findings.

3.01 The proposal meets the specific conditional use permit standards.

Section 4. City Review Process

4.01 The City conducted the following review when considering this conditional use permit request.

1. On March 18, 2025, 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 May 12, 2025, the city council discussed this resolution. They considered reports and recommendations from the planning commission and city staff.

Section 5. City Council

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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: (additions are underlined and deletions are crossed out):

1. All construction shall follow the plans approved by the city. The director of community development may approve minor changes.

2. The proposed construction must be substantially started within one year of council approval, or the permit shall become null and void.

3. The city council shall review this conditional use permit in one year.

4. This conditional use permit is conditioned upon the applicant allowing the collocation of other providers' telecommunications equipment on the proposed tower. The applicant shall submit a letter to staff allowing collocation before a building permit can be issued.

5. The tower may not have any lighting on or illuminating the structure.

6. All wireless communication equipment on the ski jump must be removed when the new monopole tower is operational.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the design review resolution for a 125-foot communications tower to be constructed at 1210 Sterling Street South.

Resolution 25-04-2402
DESIGN REVIEW RESOLUTION

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

Section 1. Background.

1.01 Verizon Wireless has requested approval of design review to permit a 125-foot communications tower.

1.02 The property is located at 1210 Sterling Street South and is legally described as:

PIN: 132822430022. The South seventy- four feet (S. 74') of the West Half of the Southeast Quarter (W 1/2 of SE 1/4) of Section 13, Township 28, Range 22, lying North of the South twenty-five (S. 25) acres, East of Sterling Street, and West of State Trunk Highway 494, it being the intention of the granters to convey a seventy-four foot (74') strip immediately to the North of the South twenty-five (S. 25) acres of the West Half of the Southeast Quarter (W 1/2 of SE 1/4) of Section 13, Township 28, Range 22.

AND

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Outlot A, HIGHWOOD ESTATES NO. 2, according to the recorded plat thereof.

AND

That portion of the SW 1/4 of the SE1/4 of Sec. 13, T. 28, R.22, according to the Government Survey thereof, described as follows: Commencing at the SE corner of the SW 1/4 of the SE 1/4 of said Sec. 13, thence N. 50 rods, thence W. 80 rods to the Quarter Sec. line, thence S. 50 rods to the Sec. line, thence E. along the sec. line 80 rods to the place of beginning, being 25 acres, more or less.

Less and Except that portion of the property conveyed by the following: As referred to in Warranty Deed recorded as Instrument No. 2717756: The east one-half of Sterling Street right-of-way that is located in the south half of Section 13, Township 28, Range 22 which is south of the south line of the following- described property and south of the (easterly) extension of said south line: the north 487.99 feet of the SW 1/4 of the SE l/4 of Section 13, Township 28, Range 22.

AND

Outlet A, Maplewood Highlands, Ramsey County, Minnesota according to the recorded plat thereof.

As referred to in Warranty Deed recorded as instrument No. 2718516: That part of the South 180.00 feet of the West 233.00 feet of the Southwest Quarter of the Southeast Quarter of Section 13, Township 28, Range 22, Ramsey County, Minnesota lying East of the West 33.00 thereof.

Ramsey County
Abstract Property

Section 2. Site and Building Plan Standards and Findings.

2.01 City ordinance Section 2-290(b) and 44-1327(13) requires that the community design review board make the following findings to approve plans:

1. That the design and location of the proposed development and its relationship to neighboring, existing or proposed developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood; that it will not unreasonably interfere with the use and enjoyment of neighboring, existing or proposed developments; and that it will not create traffic hazards or congestion.

2. That the design and location of the proposed development are in keeping with the character of the surrounding neighborhood and are not detrimental to the harmonious, orderly and attractive development contemplated by this article and the city's comprehensive municipal plan.

3. That the design and location of the proposed development would provide a desirable environment for its occupants, as well as for its neighbors, and that it is aesthetically of good composition, materials, textures and colors.

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Section 3. City Council Action.

3.01 The above-described site and design plans are hereby approved based on the findings outlined in Section 3 of this resolution. Subject to staff approval, the site must be developed and maintained in substantial conformance with the design plans. Approval is subject to the applicant doing the following:

1. Obtain a conditional use permit approval from the city council for this project.

2. Repeat this review in two years if the city has not issued a building permit for this project.

3. All requirements of the city engineer, fire marshal and building official must be met.

4. Prior to the issuance of a building permit, the applicant shall submit for staff approval the following items:

   a. Submit a tree plan showing the size, species, and location of all significant trees within the disturbed area. A significant tree is any hardwood tree six diameter inches or larger, conifer tree eight diameter inches or larger, and softwood tree 12 diameter inches or larger. The plan must show which trees will be removed with the development of the monopole or how the trees near the project will be preserved. If significant tree removal is proposed, the plan must show tree replacement per the City's tree ordinance.

   b. Submit a landscape plan to show tree replacement if necessary and how the tower and ground equipment will be screened per the City's antenna and tower ordinance.

   c. The applicant shall provide the city with a cash escrow or an irrevocable letter of credit for all required exterior improvements. The amount shall be 150 percent of the cost of the work.

5. If any required work is not done, the city may allow temporary occupancy if:

   a. The city determines that the work is not essential to public health, safety or welfare.

   b. The above-required letter of credit or cash escrow is held by the City of Maplewood for all required exterior improvements. The owner or contractor shall complete any unfinished exterior improvements by June 1 of the following year if use of the building is in the fall or winter or within six weeks of occupancy of the building if use is in the spring or summer.

6. All work shall follow the approved plans. The director of community development may approve minor changes.

Seconded by Councilmember Cave Ayes – All

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The motion passed.

2. Resolution Ordering the Abatement of Hazardous Buildings and Public Nuisance Conditions at 1765 Howard Street North

Community Development Director Parr gave the staff report.

Councilmember Juenemann moved to approve the Resolution Ordering the Abatement of Conditions Creating Hazardous Buildings and a Public Nuisance at 1765 Howard Street North.

Resolution 25-05-2403
RESOLUTION ORDERING THE ABATEMENT OF CONDITIONS CREATING HAZARDOUS BUILDINGS AND A PUBLIC NUISANCE AT 1765 HOWARD STREET NORTH

RECITALS

WHEREAS, the property located at 1765 Howard Street North, legally described on Exhibit A attached hereto (the "Subject Property"), is located in the city of Maplewood (the "City"); and

WHEREAS, the Subject Property is owned by Michael Anderson (the "Owner") and, to the best of the City's knowledge, is unoccupied; and

WHEREAS, the Subject Property contains a single-family dwelling ("Dwelling"), garage ("Garage"), and two-story accessory structure ("Accessory Structure"); and

WHEREAS, the Subject Property has been subject to longstanding code enforcement efforts by the City due to multiple complaints, code violations, and other concerns regarding the condition of the Subject Property and the buildings located thereon; and

WHEREAS, the City's building official, Randy Johnson, has performed numerous comprehensive inspections of the Subject Property with the Owner present, the most recent of which was on October 10, 2024; and

WHEREAS, during said inspections, the following conditions were observed and noted in relation to the Dwelling: (i) there were several tarps on the roof and evidence of deteriorated shingles and rotted facia boards; (ii) multiple windows had been replaced without the required permit and not properly installed; (iii) visible mold growth was occurring in the windows; (iv) the exterior siding was deteriorating; (v) sheetrock was removed from several walls and ceilings leaving bare rafters and studs throughout the Dwelling; (vi) several electrical junction boxes were in a state of disrepair with exposed wiring; (vii) there was no functional plumbing in the kitchen or bathroom and improper drainage containers were located underneath the kitchen sink; (viii) the bathroom was completely gutted and in a total state of disrepair without functioning plumbing or toilet; (ix) there were visible water spots and mold growth on multiple ceilings and walls; (x) the chimney was removed leaving a hole through the Dwelling and in the roof; (xi) the main electrical panel appeared new and no permits had been pulled for its installation; (xii) an

unpermitted drain tile project was in progress in the basement; and (xiii) several adjustable posts had been placed in the basement to support the main floor framing without the appropriate permit; and

WHEREAS, during said inspections, the following conditions were also observed and noted in relation to the Accessory Structure, which was constructed without the required building permit: (i) the Accessory Structure's upper level door was only accessible by a ladder and opened up to a significant drop to the ground; (ii) the Accessory Structure lacked a proper foundation and was resting on timbers; and (iii) the Accessory Structure was not properly anchored to the ground, leaving it vulnerable to strong winds and other weather conditions; and

WHEREAS, during said inspections, the following conditions were also observed and noted in relation to the Garage: (i) a permit was pulled for an addition onto the Garage in 2016 and there was no final inspection requested; (ii) multiple tarps were located on the Garage's roof; (iii) an open electrical panel was located in the Garage and unpermitted electrical work was ongoing; (iv) a failing lean-to roof structure was located on the back of the Garage; and (v) the Garage was entirely filled with rubbish and construction debris; and

WHEREAS, during said inspections, it was also observed and noted that there was junk, construction debris, rubbish, logs, and brush throughout all exterior portions of the Subject Property and surrounding all of the aforementioned structures; and

WHEREAS, since the most recent inspection, there have been no permits pulled for the Subject Property that would indicate any improvements to the conditions observed and noted above; and

WHEREAS, Minnesota Statutes, section 463.15, subdivision 3 defines a "hazardous building" as "any building… which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition or abandonment, constitutes a fire hazard or a hazard to public safety or health"; and

WHEREAS, Minn. R. 1300.0180 defines "unsafe structure" as any building or structure that "is structurally unsafe, not provided with adequate egress, a fire hazard, or otherwise dangerous to human life"; and

WHEREAS, section 18-31(5) of the Maplewood City Code (the "City Code") deems it a public nuisance to accumulate rubbish debris, and other offensive materials on property; and

WHEREAS, section 18-31(14) of the City Code deems it a public nuisance to use property in any manner deemed by the city council to be a menace to the health of the inhabitants of the city; and

WHEREAS, section 18-33(6) of the City Code deems it a public nuisance to erect or alter buildings in violation of the City Code, including the Minnesota State Building Code, and other fire ordinances concerning manner and materials of construction; and

WHEREAS, section 18-33(9) of the City Code deems it a public nuisance to permit or maintain the outside storage of items such as but not limited to, building materials, scrap

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metal, junk or similar materials; and

WHEREAS, both Minnesota Statutes, section 609.74 and section 18-30 of the City Code also deem it a public nuisance to maintain or permit a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort, or repose of the public; and

WHEREAS, despite numerous complaints and communications and efforts by the City to inform the Owner of the aforementioned conditions, the Owner has not corrected any of said conditions and they still exist today; and

WHEREAS, Minnesota Statutes, section 463.161 et seq. authorizes a city to correct or remove a hazardous condition of any hazardous building if the owner of record fails to do so after a reasonable time and the district court enters a judgment sustaining the city's order; and

WHEREAS, also pursuant to section 18-37 of the City Code, the City Council may order the abatement of a public nuisance on any premises; and

WHEREAS, Minn. R. 1300.0180 also expressly requires that unsafe structures "be abated [under] Minnesota Statutes, sections 463.15 to 463.26."; and

WHEREAS, based on the information presented, the city council has determined that the condition of the Subject Property, including the three aforementioned structures located thereon, constitutes a hazard and a public nuisance in violation of both state and local law and, therefore, should be abated by the City if not properly abated by the Owner or other interested party.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Maplewood as follows:

1. The city council adopts, as factual findings, all of the Recitals listed above.

2. The city council finds that the Dwelling, the Garage, and the Accessory Structure are all hazardous, as defined by Minnesota Statutes, section 463.15, and unsafe, as defined by Minnesota Rules, section 1300.0180.

3. The city council also finds that the condition of the Subject Property constitutes a public nuisance, as defined by both state and local law, violates the aforementioned sections of the City Code, and is a menace to the health of the inhabitants of the city.

4. The city attorney shall prepare an Abatement Order substantially similar to that attached as Exhibit B attached hereto.

5. The city attorney is authorized to take all necessary legal steps to effectuate service of this Resolution and the corresponding Abatement Order in the manner required by state and/or local law.

6. The city attorney and city staff are authorized to take all necessary legal steps to secure compliance with the Abatement Order and to obtain authority to remove and abate the hazardous and public nuisance conditions on the Subject Property by court order and collect and/or assess the costs thereof against the Subject Property, as otherwise permitted by state and local law. For the avoidance of doubt, should the Owner or any other interested party fail to properly address the aforementioned concerns as required in the Abatement Order, the city council hereby authorizes City staff and consultants to pursue the timely demolition of the structures and removal of all personal property from the Property in accordance with state and local law.

EXHIBIT A TO RESOLUTION

Legal Description

Lot 3, Block 3, Hillcrest Gardens Addition to Ramsey County, Minnesota.

Abstract Property

EXHIBIT B

Abatement Order

STATE OF MINNNESOTA DISTRICT COURT

COUNTY OF RAMSEY SECOND JUDICIAL DISTRICT

Case Type: Other Civil

In the Matter of the Hazardous Buildings and Public Nuisance Located at 1765 Howard St N, Maplewood, Minnesota

ORDER FOR ABATEMENT OF HAZARDOUS BUILDINGS AND PUBLIC NUISANCE

TO: All owners, occupants, and all lienholders of record.

The city council of the city of Maplewood, Minnesota hereby orders that within 45 days of service of this Order that you abate the hazardous buildings and public nuisance conditions which exist on the property located at: 1765 Howard Street North, in the city of Maplewood, Ramsey County, which property is legally described as *Lot 3, Block 3, Hillcrest Gardens Addition to Ramsey County, Minnesota*.

DRAFT

Specifically, the city of Maplewood, pursuant to Minnesota Statutes, chapter 463, the Minnesota State Building Code, and the Maplewood City Code, has determined that the unoccupied single-family dwelling (the "Dwelling") located at the above-referenced property is hazardous, unsafe, and a public nuisance due to the following observations: there are several tarps on the roof and evidence of deteriorated shingles and rotted facia boards; multiple windows have been replaced without the required permit and not properly installed; visible mold growth is occurring in the windows; the Dwelling's exterior siding is deteriorating; sheetrock has been removed from several walls and ceilings leaving bare rafters and studs throughout the Dwelling; several electrical junction boxes in the Dwelling are in a state of disrepair with exposed wiring; there is no functional plumbing in the kitchen or bathroom and improper drainage containers are underneath the kitchen sink; the bathroom has been completely gutted and is in a total state of disrepair; there are visible water spots and mold growth on multiple ceilings and walls; the chimney has been removed leaving a hole through the Dwelling and in the roof; the main electrical panel appears new and no permits were pulled for its installation; an unpermitted drain tile project is ongoing in the basement; and several adjustable posts have been placed in the basement to support the main floor framing without the appropriate permit.

Additionally, the city of Maplewood, pursuant to Minnesota Statutes, chapter 463, the Minnesota State Building Code, and the Maplewood City Code, has determined that the two-story accessory structure (the "Accessory Structure") located at the above-referenced property is hazardous, unsafe, and a public nuisance due to the following observations: the Accessory Structure's upper level door is only accessible by a ladder and opens up to a significant drop to the ground; the Accessory Structure lacks a proper foundation and is resting on timbers; the Accessory Structure is not properly anchored to the ground, leaving it vulnerable to strong winds and other weather conditions; and the Accessory Structure was constructed without the required building permit.

DRAFT

Furthermore, the city of Maplewood, pursuant to Minnesota Statutes, chapter 463, the Minnesota State Building Code, and the Maplewood City Code, has determined that the garage (the "Garage") located at the above-referenced property is hazardous, unsafe, and a public nuisance due to the following observations: multiple tarps are located on the Garage's roof; an open electrical panel is located in the Garage and unpermitted electrical work is ongoing; a failing lean-to roof structure is attached to the back of the Garage; the Garage is entirely filled with rubbish and construction debris; and although a permit was pulled in 2016 to construct an addition to the Garage, said permit was not properly closed out or inspected.

Finally, the city of Maplewood, pursuant to chapter 18 of the Maplewood City Code, along with Minnesota Statutes, sections 145A.05, subdivision 9 and 609.74, finds that the exterior of the property located at the above-referenced address also constitutes a public nuisance due to the accumulation of junk, construction debris, rubbish, logs, and brush throughout the yard and surrounding all of the aforementioned structures.

Pursuant to the above-referenced statutes and ordinances, it is hereby ORDERED that you abate the aforementioned hazardous and public nuisance conditions within 45 days of the date of service of this Order by either (i) razing the structures, removing all personal property from the subject property, and thereafter restoring the subject property to a safe condition; or (ii) completing each and every one of the following items:

1. Repair or replace the Dwelling's deteriorated roof in accordance with the Minnesota State Building Code and remove all tarps from said roof;
2. Repair or replace all improperly installed windows on the Dwelling in accordance with the Minnesota State Building Code;
3. Repair or replace the Dwelling's deteriorated siding in accordance with the Minnesota State Building Code;
4. Repair and properly cover all exposed walls and ceilings throughout the Dwelling in accordance with the Minnesota State Building Code;

DRAFT

5. Repair all improperly installed and exposed electrical components throughout the Dwelling in accordance with the Minnesota State Building Code;
6. Repair and make operable all improperly installed and nonfunctioning plumbing components throughout the Dwelling in accordance with the Minnesota State Building Code;
7. Repair the exposed hole located through the Dwelling caused by removal of the chimney in accordance with the Minnesota State Building Code;
8. Repair or complete the ongoing drain tile project in the Dwelling in accordance with the Minnesota State Building Code;
9. Obtain proper permits and inspections for unpermitted installation of adjustable posts in the Dwelling and adhere to all requirements and direction from the City's building official to ensure adherence to Minnesota State Building Code;
10. Determine the extent of mold within the Dwelling and mitigate said mold, as deemed necessary;
11. Obtain proper permits and inspections for unpermitted construction of the Accessory Structure and adhere to all requirements and direction from the City's building official to ensure adherence to Minnesota State Building Code;
12. Repair or replace roof on the Garage as necessary and in accordance with the Minnesota State Building Code and remove all tarps from said roof;
13. Repair all improperly installed and exposed electrical components throughout the Garage in accordance with the Minnesota State Building Code;
14. Remove and properly dispose of all portions of the deteriorated lean-to addition on the back of the Garage; and
15. Remove and properly store or dispose of all junk, construction debris, rubbish, logs, brush, and other materials located throughout the exterior of the property.

DRAFT

All such work is subject to permitting and required inspections by staff members of the City to ensure compliance with applicable rules and law. This order is not a permit. You are further advised that unless such corrective action is taken or an answer is served on the City and filed within 21 days of the date of service of this order upon you, a motion for summary enforcement of this order may be made to the Ramsey County District Court. More specifically, nonadherence to this Order will result in the City pursuing a court order permitting it to demolish the Dwelling, the Accessory Structure, and the Garage and removing all personal property from the subject property, as authorized under law.

You are further advised that if you do not comply with this Order and the City is compelled to take any corrective action, all necessary costs incurred by the City in taking such corrective action will be collected and assessed against the property pursuant to Minnesota Statutes, section 463.21 and section 18-37 of the City Code. In connection thereto, the City intends to recover all of its expenses incurred in carrying out this Order, including specifically but not exclusively, filing fees, service fees, publication fees, attorneys' fees, appraisers' fees, witness fees, including expert witness fees and traveling expenses incurred by the City from the time this Order was originally made pursuant to Minnesota Statutes, section 463.22.

Dated _____, 2025

KENNEDY & GRAVEN, CHARTERED

By:_____

David T. Anderson (#0393517)
Ronald H. Batty (#0005356)
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

ATTORNEYS FOR THE
CITY OF MAPLEWOOD

Seconded by Councilmember Cave Ayes – All

DRAFT

The motion passed.

K. AWARD OF BIDS

None

L. ADJOURNMENT

Mayor Abrams adjourned the meeting at 8:32 p.m.

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: City Council

REPORT FROM: Michael Sable, City Manager

PRESENTER: Michael Sable, City Manager

AGENDA ITEM: Council Calendar Update

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

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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:

June 9: No Workshop
June 23: Workshop: Habitat for Humanity Housing Discussion
July 14: Workshop: City Building Tour

Council Comments:

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

1. Transit Discussion
2. Discuss Charitable Gambling Policy

Community Events and Notifications:
Water Fest at Lake Phalen, May 31, 11 AM – 4 PM, Lake Phalen Regional Park
Bike Rodeo, June 7, 10 AM – 12:30 PM, North Fire Station, 1530 County Road C East

Maplewood Living Schedule:

Author	Due Date	Edition
Villavicencio	June 17, 2025	July 2025
Lee	Aug 19, 2025	Sept 2025

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Brian Bierdeman, Public Safety Director

PRESENTER: Brian Bierdeman, Public Safety Director

AGENDA ITEM: FBI-LEEDA Agency Trilogy Award

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

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Policy Issue:

Maplewood's Police Department command staff has earned the FBI-LEEDA Agency Trilogy Award. FBI-LEEDA (Law Enforcement Executive Development Association) offers a Trilogy Leadership Series, widely recognized as one of the premier leadership development tracks for modern policing. Officers who complete all three programs earn the FBI-LEEDA Trilogy Award, while agencies who have the entire command staff complete the trilogy series receive the Agency Trilogy Award.

Recommended Action:

No action is required.

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:

✓ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ✓ Operational Effectiveness ☐ Targeted Redevelopment

Background:

A respected credential in the law enforcement community, the Trilogy Leadership Series is a set of three courses focusing on different levels of law enforcement leadership: Supervisor, Command, and Executive. After four years of hard work, the Maplewood Police Department's command staff proudly received the FBI-LEEDA Agency Trilogy Award at the organization's annual conference in New Orleans in April of this year. This national honor recognizes agencies whose entire command staff has completed the rigorous Trilogy Leadership Series. Maplewood is one of the few, if not the only, agencies in the state to achieve this distinction, reflecting the city's deep commitment to, as well as investment in, ethical, accountable, and community-focused policing. Chief Bierdeman,

Deputy Chief Busack, and Lieutenants Steiner, Hoemke, and Dugas represented the department in receiving the award at the conference.

Attachments:

None

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO:	Michael Sable, City Manager
REPORT FROM:	Steven Love, Public Works Director Audra Robbins, Parks and Natural Resources Manager Shann Finwall, Sustainability Coordinator
PRESENTER:	Shann Finwall, Sustainability Coordinator
AGENDA ITEM:	Maplewood Residential Recycling and Trash Collection Annual Report

Action Requested: ✓ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

The City's contract with Tennis Sanitation and Republic Services requires that the City hold an annual review of the residential recycling and trash collection services.

Recommended Action:

Motion to approve the 2025 residential recycling and trash collection annual report.

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:

☐ Community Inclusiveness ✓ Financial & Asset Mgmt ✓ Environmental Stewardship
☐ Integrated Communication ✓ Operational Effectiveness ☐ Targeted Redevelopment

The City's residential recycling and trash collection programs create operational effectiveness by protecting public health and safety and promoting City cleanliness and livability. It is an important part of the City's environmental stewardship and green assets by using best management practices to reduce waste and protect air quality, water quality, and natural resources.

Background:

Residential Recycling and Trash Collection Contracts

The residential recycling and trash collection contracts with Tennis Sanitation and Republic Services have terms of January 1, 2025 to June 30, 2027.

The contracts require that the City schedule an annual meeting with Tennis Sanitation and Republic Services to review the contractor's annual reports, performance based on feedback from residents and staff, service improvements proposed by the Environmental and Natural Resources Commission, and discuss other opportunities for improvement within the remaining years under the contracts.

The contracts also require that Tennis Sanitation and Republic Services submit year-end reports that outline items such as the quantities of recyclables and trash collected by material type, cart sizes in use, safety and reports, a log of customer complaints, customer service improvements, etc.

Tennis Sanitation and Republic Services collaborate with the Environmental and Natural Resources Commission on an annual work plan that outlines key priorities for system improvements throughout the year. The City Council reviews and approves the work plan, which is then incorporated by reference as an amendment to the contracts.

Tennis Sanitation Annual Review

2024 Recycling Collection Year-End Report

The Recycling Collection Year-End Report (Attachment 1) summarizes the City's recycling program and outlines implementation strategies taken by Tennis Sanitation and the City to improve service. These strategies included:

- Walk-up service
- Event participation (i.e., Touch a Truck, Friday Night Fireworks, etc.)
- Park recycling improvements
- Small business and church recycling outreach
- Multi-family recycling outreach

The report also summarizes the materials collected. A comparison of a sampling of the data from 2023 to 2024 is as follows:

Comparison of a Sampling of Data from 2023 - 2024		
Average pounds of recycling collected per month	**2023**	**2024**
Single family	36.44 lbs	34.95 lbs
Multi-family	11.02 lbs	13.44 lbs
Annual net tons of recycling collected		
Single-family	2,478 tons	2,304 tons
Multi-family	281.50 tons	295.15 tons
Businesses/Churches	22.71 tons	22.37 tons

2025 Recycling Work Plan

The 2025 Recycling Collection Work Plan (Attachment 2) includes recommendations for improvements to the City's recycling collection program, including:

- Event Participation (i.e., State of the City and Touch a Truck/Friday Night Fireworks)
- Park solid waste improvement pilot project
- Updates to education tags
- Multi-family property recycling improvements
- Create strategies that improve participation and reduce residuals

- Assist the City with recycling improvements outlined in the 2025 SCORE Agreement Work Plan

Republic Services Annual Review

2024 Trash Collection Year-End Report

The Trash Year-End Report (Attachment 3) summarizes implementation strategies taken by Republic Services and the City to improve service. These strategies included:

- Customer service improvements
- Food scraps pick-up program
- Walk-up service
- Event Participation (i.e., Spring Clean Up, Touch a Truck/Friday Night Fireworks, Fall Clean Up Campaign, etc.)

The report also summarizes the 2024 data of materials collected, household counts, cart sizes, etc. A comparison of a sampling of the data from 2023 to 2024 follows:

Comparison of a Sampling of Data from 2023 - 2024		
	2023	**2024**
Trash Collected	8,406 Tons	8380 Tons
Bulky Items	1,092 units	1010 units
Yard Waste Collected	453 tons	496 tons
Single-Family Accounts	8,915 accounts	8,673 accounts
Townhome/Manufactured Home Accounts	99 accounts	99 accounts
Permanent Exemptions	145 Exemptions	145 Exemptions
Walk-Up Service	39 Walk Ups	34 Walk-Ups
Yard Waste Accounts	1,446 Accounts	1,474 Accounts

2025 Trash Collection Work Plan

The 2025 Trash and Yard Waste Collection Work Plan (Attachment 4) includes recommendations for improvements to the City's trash and yard waste collection program, including:

- Event participation (i.e., State of the City, Spring Clean Up, Touch a Truck/Friday Night Fireworks, and Fall Clean Up Campaign)
- Park solid waste improvement pilot project
- Updates to education tags
- Review of yard waste and late fee billing issues
- Food scraps pick-up program education and metrics
- Coordinating a tour of the new Ramsey County Environmental Center

Attachments:

1. 2024 Recycling Collection Year-End Report
2. 2025 Recycling Collection Work Plan
3. 2024 Trash Collection Year-End Report
4. 2025 Trash and Yard Waste Collection Work Plan

2024

Maplewood Recycling Report

Maplewood
MINNESOTA

Greg & Willie Tennis
Tennis Sanitation LLC.
1/31/2025

Prepared by: Alexia Hieserich

TENNIS

Sustainable MAPLEWOOD

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Educational Tags and Complaints/Compliments Log Report

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January 31, 2025

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

RE: LETTER OF PURPOSE

Dear City of Maplewood,

This Year-end recycling report has been prepared for the City of Maplewood.

This report contains summaries of recycling data for both single family and multi-family dwellings including, but not limited to, inquiries, composite study information, environmental impact report and recycling market report.

Also included is ten years of comparison data to help measure the success of the recycling program.

The data in this report has been utilized over the years to assist us in understanding past, present and future progress of the recycling program, as well as helping us develop future strategies to enhance the recycling programs already in place.

Sincerely,

Greg & Willie Tennis

Greg and Willie Tennis
Tennis Sanitation

In this report, we have compiled annual data from both single family and multi-family dwellings. This data includes:

- Combined net tonnage of all residential and multi-family dwellings
- Break-out of single family tonnage and participation rates (orange)
- Break-out of multi-family tonnage (blue)
- Separate measurement of weights for cardboard and linens (bottom of APPENDIX A)
- Break-out of single family (orange) and Multi-family (blue) recycling materials by type and weight.
- Break-out of combined tonnages (green)
- Inquiries tracked per month (bottom of APPENDIX A)
- Business, parks and cardboard volumes

The data is compiled from recyclable materials collected from our drivers on designated Maplewood routes. Each load is weighed, and weights are compiled over a month's period. Weights are broken-out based on a composite ratio of the entire load.

RECYCLING DATA (SINGLE FAMILY)

The Single Family Data in APPENDIX A (orange) was compiled from the single family homes after taking out the multi-family weights. From this data, we can illustrate the weight per home (in lbs.), per month. We also have tracked the number of residents that do not place their recycling out on a weekly basis.

In analyzing the single family data, we are able to provide the following observations:

- **2024 average weight per unit, per month – 34.95 lbs.**

2012 - 41.95 lbs. per month	2013 - 43.78 lbs. per month	2014 - 53.48 lbs. per month
2015 - 53.48 lbs. per month	2016 - 54.59 lbs. per month	2017 - 53.99 lbs. per month
2018 - 54.01 lbs. per month	2019 - 53.69 lbs. per month	2020 - 46.13 lbs. per month
2021 - 43.74 lbs. per month	2022 – 41.20 lbs. per month	2023 - 36.44 lbs. per month

- **2024 annual net total tons collected for single-family – 2304.29 tons**

2012 - 2,313.61 tons	2013 - 2,414.62 tons	2014 - 2,949.92 tons
2015 - 2,949.94 tons	2016 - 3,011.02 tons	2017 - 2,978.13 tons
2018 - 2,979.18 tons	2019 - 2,961.30 tons	2020 - 3,137.35 tons
2021 - 2,974.80 tons	2022 – 2,802.21 tons	2023 – 2,478.38 tons

Total Participation Percentage													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
2024	86%	92%	86%	92%	92%	100%	92%	92%	92%	91%	92%	92%	92%
2023	99%	100%	92%	100%	99%	100%	92%	92%	86%	92%	92%	92%	95%
2022	96%	96%	98%	98%	97%	99%	99%	99%	99%	99%	99%	99%	98%
2021	95%	95%	96%	98%	98%	98%	99%	98%	97%	98%	97%	97%	97%
2020	95%	95%	97%	97%	99%	97%	98%	97%	98%	98%	98%	97%	97%
2019	95%	95%	98%	97%	98%	98%	97%	95%	95%	97%	97%	97%	97%
2018	95%	95%	97%	97%	98%	98%	97%	95%	95%	97%	97%	96%	96%
2017	96%	96%	96%	97%	97%	98%	98%	98%	96%	97%	97%	96%	97%
2016	95%	95%	95%	97%	97%	97%	97%	97%	98%	97%	96%	98%	97%
2015	92%	92%	95%	95%	96%	96%	96%	96%	95%	97%	96%	97%	95%
2014	96%	96%	93%	95%	96%	96%	95%	96%	96%	96%	93%	94%	95%

Below is a count of each service size used at single-family residences. Cart-size exchanges are tracked and updated on drivers' routes. In 2024, Tennis reached out to residents who either use a personal cart or do not have a recycling cart to provide them with the option to have a cart delivered for their use.

2023 Single Family Home Cart Inventory

35gal	65gal	95gal	2-65gal	2-95gal	3+ Carts	1-65 & 1-95	PERSONAL CART	NO CART
244	10367	272	15	41	4	8	9	28

2024 Single Family Home Cart Inventory

35gal	65gal	95gal	2-65gal	2-95gal	3+ Carts	1-65 & 1-95	PERSONAL CART	NO CART
235	10312	315	15	40	5	9	3	20

RECYCLING DATA (MULTI-FAMILY)

The Data in APPENDIX A (Blue) is compiled from the net total weight of family homes after factoring out the multi-family weights. From this data, we can illustrate the weight per unit (in lbs.), per month. To assist us in providing accurate data, we compile weights on a quarterly basis. This weight is used to provide us with a fair average of weight generated by each multi-family unit. Our drivers also documented the number of carts dumped at each location on a weekly basis (see APPENDIX D). These weights are then added at the end of each month to provide us with a net total.

In analyzing the multi-family data, we can provide the following observations:

- **2024 average lbs. per unit, per month = 13.44 lbs**

2014 = 12.95 lbs. per month	2015 = 13.04 lbs. per month
2016 = 13.08 lbs. per month	2017 = 11.03 lbs. per month
2018 = 12.95 lbs. per month	2019 = 9.92 lbs. per month
2020 = 10.39 lbs. per month	2021 = 10.14 lbs. per month
2022 = 9.76 lbs. per month	2023 = 11.02 lbs. per month

- **2024 annual net total tons collected for multi-family = 295.15 tons**

2014 = 312.64 tons	2015 = 314.66 tons
2016 = 315.79 tons	2017 = 268.69 tons
2018 = 305.32 tons	2019 = 239.36 tons
2020 = 265.29 tons	2021 = 259.04 tons
2022 = 249.21 tons	2023 = 281.50 tons

How are the weights determined for the multi-family data? On a quarterly basis, we use one truck to collect all multi-family dwellings. The total weight is divided by the number of carts emptied to get an average weight per cart. This data is then entered into a multi-family spreadsheet. See APPENDIX D for an example of this report.

MULTI-FAMILY INDIVIDUAL SUMMARY LETTER

From the data compiled throughout the year, we can provide each multi-family property with an accurate summary report of their recycling volumes (APPENDIX B). We also provide them with information on how their recycling efforts impact the environment and how to enhance their efforts.

Thank you for recycling,

Greg & Willie Tennis 2024

Sincerely, Greg and Willie Tennis

Recycling Type	MW total Tons	Units	Resource Saved	Calc/ Resource	Convert unit	Total Resources Saved	Type
Paper	1.73	tons	Trees	1 ton = 17 Trees	17	29.4	trees
Paper	1.73	tons	Electricity	1 ton = 601 Kw Hours	601	1,038	Kw hours of electrity
Paper	1.73	tons	Oil	1 ton = 1.7 barrels of oil	1.7	2.94	barrels of oil
Aluminum	0.04	tons	Ore	1 ton = 4 tons of ore	4	0.18	tons of ore
Aluminum	0.04	tons	Electricity	1 ton = 14,000 Kw Hours	14,000	629	Kw hours of electrity
Aluminum	0.04	tons	Oil	1 ton = 40 barrels of oil	40	1.80	barrels of oil
Tin/bi-metal	0.11	tons	Ore	1 ton = 1.49 tons of ore	1	0.17	tons of ore
Tin/bi-metal	0.11	tons	Electricity	1 ton = 642 Kw Hours	642	73	Kw hours of electrity
Tin/bi-metal	0.11	tons	Oil	1 ton = 1.8 barrels of oil	1.8	0.21	barrels of oil
Plastics	0.19	tons	Oil	1 ton = 6.3 barrels of oil	6.3	1.21	barrels of oil
Plastics	0.19	tons	Electricity	1 ton = 5,774 Kw Hours	4	1	Kw hours of electrity
Plastics	0.19	tons	Natural Gas	1 ton = 98,000,000 btu's	98,000,000	18,876,710	BTU's of fuel
Glass	0.47	tons	Sand	1 ton = 1,330 tons of sand	1,330	623	tons of sand
Glass	0.47	tons	Electricity	1 ton = 42 Kw Hours	42	20	Kw hours of electrity
Glass	0.47	tons	Oil	1 ton = .12 gallons of oil	0.12	0.06	barrels of oil
Glass	0.47	tons	Natural Gas	1 ton = 714,000 btu's	714,000	334,558	BTU's of fuel

Environmental Impact Summary

Resources	Amounts	Units Saved
Trees saved	29	Trees saved
Electricity saved	1,760	Kw Hours saved
Oil saved	6	Barrels of oil saved
Natural Gas saved	19,211,268	BTU's of natural gas saved

**Disclaimer: The above numbers represent conversions from industrial and recycling markets. These numbers are ESTIMATED resources saved. All calculations are taken from annual total tons from Maplewood Final Recycling Report.

INQUIRIES SUMMARY

Below are twelve months of data documenting the number of residents that have called our office. This year, the most common calls were regarding additional items they could recycle, and questions about our holiday schedule.
We are confident that our customer service representatives have resolved all inquiries to the residents' satisfaction.

2024 Total Inquiries

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
10	**20**	**10**	**18**	**17**	**13**	**0**	**13**	**17**	**23**	**14**	**14**	**169**

2014 - 1,552 2015 - 422 2016 - 662 2017 - 255 2018 - 165
2019 - 334 2020 - 370 2021 – 398 2022 - 212 2023 - 228

CARDBOARD SUMMARY (Single and Multi-Family)

Cardboard collected for 2024 from city facilities and buildings totaled 202,000 lbs.
2023 – 144,650 lbs 2022 – 104,440 lbs. 2021 – 85,830 lbs. 2020 – 74,490 lbs.
2019 – 89,120 lbs. 2018 – 102,356 lbs. 2017 – 88,337 lbs. 2016 – 104,498lbs.
2015 – 125,020 lbs. 2014 – 131,346 lbs.

BUSINESSES AND PARKS WEIGHTS:

2024 BUSINESSES:	**49,327 lbs.**	**CITY PARKS:**	**1,800 lbs.**
2023 BUSINESSES:	45,421 lbs.	CITY PARKS:	0 lbs.
2022 BUSINESSES:	44,777 lbs.	CITY PARKS:	300 lbs.
2021 BUSINESSES:	42,773 lbs.	CITY PARKS:	840 lbs.
2020 BUSINESSES:	41,161 lbs.	CITY PARKS:	3,220 lbs.
2019 BUSINESSES:	49,386 lbs.	CITY PARKS:	5,650 lbs.
2018 BUSINESSES:	71,529 lbs.	CITY PARKS:	6,650 lbs.
2017 BUSINESSES:	62,460 lbs.	CITY PARKS:	8,080 lbs.
2016 BUSINESSES:	60,771 lbs.	CITY PARKS:	7,920 lbs.
2015 BUSINESSES:	45,885 lbs.	CITY PARKS:	8,350 lbs.
2014 BUSINESSES:	30,157 lbs.	CITY PARKS:	11,180 lbs.

LINENS SUMMARY

2024* - 16,680 lbs	2023* - 15,534 lbs	2022* - 16,800 lbs	2021* - 27,840 lbs
2020* - 29,880 lbs	2019 - 89,120 lbs	2018 - 102,356 lbs	2017 - 88,337 lbs
2016 - 104,498 lbs	2015 - 125,020 lbs	2014 - 131,346 lbs	** Tennis total*

Over the years of our contract, we have done extensive recycling composite studies. Originally, we conducted our study by sorting loads collected from the city of Maplewood over a full week, and sorted them all at once. As of 2018, we have looked at all of the past data that we have collected, and have tested a single load of material from the city of Maplewood. The single load of material has consistent ratios comparable to the weeks' worth of material previously studied. Once the material is unloaded from the trucks in our MRF (Material Recovery Facility), it is sorted into each category, as listed below. Each of the categories are then weighed and documented. The results of the composite study are entered into the provided monthly reports.

Why do a composite study?

Having a good understanding of the recycling composition provides us with data that may assist us in adjusting the recycling program to fit the needs of the Residents. With ongoing changes in the economy, culture and in the home, we can develop more available markets, increase processing technologies to handle more items and enhance educational materials to instruct residents on proper recycling procedures.

Tennis Sanitation, L.L.C.

651-459-1887 *"Recycling is Everyone's Future"*

RE: COMPOSITE BREAK-OUT PERCENTAGE 10/17/2024

Tennis Sanitation is pleased to provide the following composite sample break-out detailing the percentage ratios of each type of recycling category.

TYPE	Maplewood	Tennis Wide	DESCRIPTION
Cardboard:	26.20%	30.52%	Includes all cardboard boxes.
Paper:	19.52%	32.71%	Includes cardboard, paper, newspaper and junk mail
Scrap Metal:	2.01%	2.10%	Metal pans and misc metal
Large Plastic:	1.34%	0.64%	Toys, patio furniture and large containers
Z-Bale Plastic:	13.84%	3.09%	Food and beverage containers
PET Plastic:	11.76%	4.80%	Food and beverage containers
Tin:	3.21%	1.81%	Includes all bi-metal and tin cans
NiHot Glass:	12.70%	16.69%	Includes all clear, brown and green colors
Aluminum:	4.61%	2.56%	Includes all aluminum cans
Linens	1.00%	0.03%	Reusable clothing and shoes
Milk Cartons:	13.84%	0.29%	Beverage cartons
Residuals (Trash):	3.01%	4.77%	Includes all residuals and trash
	100.0%	**100.0%**	**Net total recycling for the month**

Sincerely,

Alexia Hieserich

Commodity Sales & Reports
Tennis Sanitation
PO Box 62
720 4th St St. Paul Park, MN 55071
D:651-313-5208
W:651-459-1887
F:651-459-7412

Using the detailed recycling data from this report, we can provide the City of Maplewood with some unique ways that the residents' recycling efforts have made a difference. Over the years, recycling markets have been able to recycle more items out of the waste stream. They have also been able to determine what resources are saved by recycling various materials.

In this report, we were able to convert the types of recycling materials into resources saved.

ENVIRONMENTAL IMPACT ANALYSIS

CITY OF MAPLEWOOD RECYCLING 2024

Recycling Type	MW total Tons	Units	Resource Saved	Calc/ Resource	Total Resources Saved	Type
Paper	1,790	tons	Trees	1 ton = 17 Trees	30,427	trees
Paper	1,790	tons	Electricity	1 ton = 601 Kw Hours	1,075,682	Kw hours of electrity
Paper	1,790	tons	Oil	1 ton = 1.7 barrels of oil	3,043	barrels of oil
Aluminum	96	tons	Ore	1 ton = 4 tons of ore	386	tons of ore
Aluminum	96	tons	Electricity	1 ton = 14,000 Kw Hours	1,350,300	Kw hours of electrity
Aluminum	96	tons	Oil	1 ton = 40 barrels of oil	3,858	barrels of oil
Tin/bi-metal	97	tons	Ore	1 ton = 1.49 tons of ore	144	tons of ore
Tin/bi-metal	97	tons	Electricity	1 ton = 642 Kw Hours	62,107	Kw hours of electrity
Tin/bi-metal	97	tons	Oil	1 ton = 1.8 barrels of oil	174	barrels of oil
Plastics	262	tons	Oil	1 ton = 6.3 barrels of oil	1,648	barrels of oil
Plastics	262	tons	Electricity	1 ton = 5,774 Kw Hours	1,046	Kw hours of electrity
Plastics	262	tons	Natural Gas	1 ton = 98,000,000 btu's	25,630,366,104	BTU's of fuel
Glass	230	tons	Sand	1 ton = 1,330 tons of sand	305,687	tons of sand
Glass	230	tons	Electricity	1 ton = 42 Kw Hours	9,653	Kw hours of electrity
Glass	230	tons	Oil	1 ton = .12 gallons of oil	28	barrels of oil
Glass	230	tons	Natural Gas	1 ton = 714,000 btu's	164,105,760	BTU's of fuel

Environmental Impact Summary

Resources	Amounts	Units Saved
Trees saved	30,427	Trees saved
Electricity saved	2,498,788	Kw Hours saved
Oil saved	8,750	Barrels of oil saved
Natural Gas saved	25,794,471,864	BTU's of natural gas saved

**Disclaimer: The above numbers represent conversions from industrial and recycling markets. These numbers are ESTIMATED resources saved. All calculations are taken from annual total tons from Maplewood Final Recycling Report.

2024 WORK PLAN REVIEW

Each year, the city of Maplewood provides Tennis with an annual work plan. This is used to assist the city and Tennis in making improvements to the recycling program. Below is the 2024 work plan with details on how Tennis has addressed each concern over the last year.

1. **Walk Ups:** The contract allows Maplewood residents with difficulty bringing the recycling cart to the curb to set up Walk Up service. This service allows them to place the recycling cart outside their garage, and Tennis Sanitation will walk up, roll the recycling cart to the curb, empty the recycling cart, and roll it back to the garage. The City tracks this information. Tennis Sanitation should ensure they are notifying the City of any Walk Up services scheduled by their customer service representatives.
   - **Tennis tracks walk-up services on our residential routes and communicates with the city when new walk-up services are set up.**

2. **Events:** Tennis Sanitation will attend the City's annual Touch a Truck Summer Event scheduled for Wednesday, June 12, 2024.
   - **Tennis attended the 2024 Maplewood Touch-a-Truck event, and introduced our new "Spin the Wheel" educational game.**

3. **Parks:** Work with the City to make improvements to the solid waste collection in City parks. This initiative could involve various strategies to promote responsible waste management and environmental stewardship.
   - **Tennis logged weekly weights for each park, and provided documented weights to the city along with the monthly report. Additionally, our driver began taking photographs of the containers at pick up in November, 2024, which are available upon request.**

4. **Tour:** Coordinate a tour of Tennis Sanitation's facility.
   - **Tennis hosted the city of Maplewood for a tour of our MRF on Wednesday, September 11th, 2024.**

5. **2024 SCORE Agreement Work Plan:** Assist the City in addressing items listed on the 2024 SCORE Agreement.
   - **Tennis continued to assist and work with the city in addressing items listed on the 2024 SCORE Agreement.**

6. **Small Business and Church Recycling:** The contract allows small businesses and churches to opt into the City's residential recycling program. Tennis Sanitation will assist the City in increasing the number of small business and church recycling opt in accounts.
   - **Tennis continued working with the city by attending on-site meetings and coordinating new service and service changes for businesses and churches.**

7. **Multi-Family Recycling:** The contract allows multi-family properties with 21 units or more to convert to the collection of recycling in recycling dumpsters, instead of recycling carts. Tennis Sanitation will assist the City in notifying multi-family properties of this opportunity, and working with BizRecycling to make improvements to a properties' recycling program.
   - **Tennis continued working with the city by attending on-site meetings with the city and BizRecycling and coordinating new service and service changes for multi-family properties.**

8. **Possible Contract Extension:** The residential recycling contract with Tennis Sanitation ends June 30, 2025. Tennis Sanitation will begin discussions with the City of Maplewood on a possible contract extension.
   - **Tennis met with the city of Maplewood to negotiate the terms of the extension. The extension was signed and submitted on October 10th, 2024.**

MARKET REPORT

2024 was a rather good year for recycling. Demand was up and pricing remained steady through late summer, until it began to decline in September. This is normal in the recycling market as demand decreases once holiday orders are fulfilled. We continue to work with many long time partners, and have also built relationships with new ones in the last year. Tennis maintains the ability to keep the majority of our materials within the Midwest – mostly in Minnesota.

2025 MARKET OUTLOOK

The recycling market is always a rollercoaster. With growing environmental concerns and company commitments to using recycled materials, we expect that the market will remain steady and hopefully demands will increase in 2025. Tennis continues to make updates to our facility as we strive to capture all recyclable materials in our sorting process and support growing demand from our partners.

RESIDUALS

Residuals consisted of items such as Styrofoam, foam, shoes, diapers, and general garbage.

2024: Residuals are up to 80.08 tons from last year
2023: Residuals are down to 76.59 tons from last year
2022: Residuals are down to 108.17 tons from last year
2021: Residuals are down to 114.83 tons from last year
2020: Residuals are up to 131.71 tons from last year
2019: Residuals are down to 60.49 tons from last year
2018: Residuals are up to 62.54 tons from last year
2017: Residuals are up to 61.69 tons from last year
2016: Residuals are up to 38.59 tons from last year
2015: Residuals are down to 29.38 tons from last year
2014: Residuals are 29.36 tons

TRUCK WEIGHTS

During the 2024 Calendar year, our vehicles did not exceed the maximum loaded weight of 40,000 pounds when hauling the recyclables collected from the residents of Maplewood. Weight tickets are available upon request.

RECYCLING SERVICE FEE

The recycling service fee for 2024 was $5.00 per unit, per month, and the fee for 2025 is $5.25 per unit, per month, which is based upon the contracted price.

STORAGE OF EXTRA RECYCLABLE MATERIALS

During the 2024 calendar year, our recycling facility had sorted all recyclable materials within 45 days of processing to recycling markets; with the exception of milk cartons and “rare type” plastics. Milk cartons are baled and stored until there is enough volume to meet the vendor's minimum shipping requirements, and "rare type" plastics are stored until a large enough quantity is available to make a mill-sized bale.

The 2024 Maplewood year-end recycling report provides up-to-date information from the City's recycling activities over the past year. Each section of this report reflects the various ways data was collected, entered and calculated to contribute to meeting our combined goals.

In the report, we have illustrated the composition of recyclables and itemized volumes of recyclables from both single family and multi-family dwellings as they relate to each break-out of each separate commodity. We also provide information on how the City's recycling efforts will impact our environment.

This year, Maplewood's participation rate was 92%. Both single-family tonnages and multi-family recycling volumes have remained steady and consistent with other municipalities.

In 2025, we will maintain the comprehensive recycling program we offer with the additional types of plastics, metals and linens.

With the support of the city of Maplewood, we will maintain these high standards of recycling for single-family and multi-family dwellings.

APPENDIX A - 2024 RECYCLING DATA SUMMARY - ALL

F4, Attachment 1

APPENDIX A - RECYCLING DATA SUMMARY

2024 MAPLEWOOD RECYCLE TONNAGE DATA	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	
MONTHLY DATA/RTE	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	TYPE
Single Family	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons		
Cardboard:	84.23	68.77	71.74	83.79	92.71	79.00	91.82	85.24	74.70	83.37	79.13	83.17	977.67	Tons
Paper:	52.46	42.83	44.68	52.19	57.74	49.20	57.19	53.09	46.52	51.92	49.28	51.80	608.90	Tons
Scrap Metal:	1.45	1.18	1.23	1.44	1.60	1.36	1.58	1.47	1.29	1.43	1.36	1.43	16.83	Tons
Large Plastic:	3.14	2.56	2.67	3.12	3.45	2.94	3.42	3.17	2.78	3.11	2.95	3.10	36.41	Tons
Z-Bale Plastic:	4.86	3.97	4.14	4.84	5.35	4.56	5.30	4.92	4.31	4.82	4.57	4.80	56.44	Tons
PET Plastic:	11.97	9.78	10.20	11.91	13.18	11.23	13.05	12.12	10.62	11.85	11.25	11.82	138.98	Tons
Tin:	5.94	4.85	5.06	5.91	6.53	5.57	6.47	6.01	5.27	5.88	5.58	5.86	68.92	Tons
Chipped Glass:	17.55	14.33	14.95	17.46	19.32	16.46	19.14	17.76	15.57	17.37	16.49	17.33	203.73	Tons
Aluminum:	7.37	6.01	6.27	7.33	8.11	6.91	8.03	7.46	6.53	7.29	6.92	7.27	85.50	Tons
Linens	1.27	41.04	1.08	1.26	1.40	1.19	1.39	1.29	1.13	1.26	1.19	1.25	54.76	Tons
Milk Cartons:	2.16	1.77	1.84	2.15	2.38	2.03	2.36	2.19	1.92	2.14	2.03	2.14	25.12	Tons
Residual	6.12	4.99	5.21	6.08	6.73	5.74	6.67	6.19	5.42	6.05	5.75	6.04	70.99	Tons
TOTAL TONS	198.52	162.09	169.09	197.49	218.51	186.20	216.42	200.91	176.06	196.49	186.50	196.01	2304.29	Tons
# of HOMES ON ROUTE	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988		
AVERAGE LBS / HOME / MONTH	36.13	29.50	30.78	35.95	39.77	33.89	39.39	36.57	32.05	35.76	33.95	35.68	34.95	AvgLbs /
Multi- Family	Percentage Break-out													
	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons		
Cardboard:	10.31	10.09	9.25	9.38	11.72	9.99	10.50	10.53	9.82	11.72	10.67	10.84	124.82	Tons
Paper:	6.42	6.28	5.76	5.84	7.30	6.22	6.79	6.56	6.12	7.30	6.65	6.75	78.00	Tons
Scrap Metal:	0.18	0.17	0.16	0.16	0.20	0.17	0.19	0.18	0.17	0.20	0.18	0.19	2.15	Tons
Large Plastic:	0.38	0.38	0.34	0.35	0.44	0.37	0.41	0.39	0.37	0.44	0.40	0.40	4.67	Tons
Z-Bale Plastic:	0.60	0.58	0.53	0.54	0.68	0.58	0.63	0.61	0.57	0.68	0.62	0.63	7.26	Tons
PET Plastic:	1.47	1.43	1.32	1.33	1.67	1.42	1.55	1.50	1.40	1.67	1.52	1.54	17.82	Tons
Tin:	0.73	0.71	0.65	0.66	0.83	0.70	0.77	0.74	0.69	0.83	0.75	0.76	8.82	Tons
Chipped Glass:	2.15	2.10	1.93	1.95	2.44	2.08	2.27	0.20	2.05	2.44	2.22	2.26	24.09	Tons
Aluminum:	0.90	0.88	0.81	0.82	1.03	0.87	0.95	0.92	0.86	1.02	0.93	0.95	10.94	Tons
Linens	0.16	0.15	0.14	0.14	0.18	0.15	0.16	0.16	0.15	0.18	0.16	0.16	1.89	Tons
Milk Cartons:	0.26	0.26	0.24	0.24	0.30	0.26	0.28	0.27	0.25	0.30	0.27	0.28	3.21	Tons
Residual	0.75	0.73	0.67	0.68	0.85	0.73	0.79	0.76	0.74	0.85	0.77	0.79	9.11	Tons
TOTAL TONS	24.30	23.77	21.81	22.11	27.63	23.55	25.69	24.83	23.14	27.62	25.15	25.55	295.15	Tons
# of MF UNITS ON ROUTE	4,290	4,290	1,290	4,290	4,290	4,290	4,290	4,290	4,290	4,290	4,290	4,290		
AVERAGE LBS / HOME / MONTH	11.33	11.08	33.81	10.31	12.88	10.98	11.98	11.58	10.79	12.88	11.72	11.91	13.44	Avg Lbs
COMBINED TOTALS	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons		
Cardboard:	94.54	78.86	81.00	93.17	104.43	88.99	102.72	95.78	84.52	95.09	89.80	94.01	1102.91	Tons
Paper:	58.88	49.11	50.45	58.03	65.04	55.43	63.98	59.65	52.64	59.22	55.93	58.55	686.91	Tons
Scrap Metal:	1.63	1.36	1.39	1.60	1.80	1.53	1.77	1.65	1.45	1.64	1.55	1.62	19.00	Tons
Large Plastic:	3.52	2.94	3.02	3.47	3.89	3.31	3.83	3.57	3.15	3.54	3.34	3.50	41.08	Tons
Z-Bale Plastic:	5.46	4.55	4.68	5.38	6.03	5.14	5.93	5.53	4.88	5.49	5.19	5.43	63.69	Tons
PET Plastic:	13.44	11.21	11.51	13.24	14.85	12.65	14.60	13.61	12.01	13.52	12.76	13.36	156.77	Tons
Tin:	6.66	5.56	5.71	6.57	7.36	6.27	7.24	6.75	5.96	6.70	6.33	6.63	77.74	Tons
Chipped Glass:	19.70	16.43	16.88	19.42	21.76	18.55	21.41	19.96	17.61	19.82	18.71	19.59	229.84	Tons
Aluminum:	8.27	6.90	7.08	8.15	9.13	7.78	8.98	8.38	7.39	8.32	7.85	8.22	96.45	Tons
Linens	1.43	1.19	1.22	1.41	1.58	1.34	1.55	1.44	1.28	1.43	1.35	1.42	16.64	
Milk Cartons:	2.43	2.03	2.08	2.39	2.68	2.29	2.64	2.46	2.17	2.44	2.31	2.42	28.35	Tons
Residual	6.86	5.73	5.88	6.76	7.58	6.46	7.46	6.95	6.14	6.90	6.52	6.83	80.08	Tons
TOTAL TONS	215.95	180.14	185.02	212.83	238.56	203.29	234.65	218.78	193.06	217.21	205.13	214.74	2519.36	Tons
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		
CARDBOARD	13,950	15,830	11,800	12,500	19,670	18,250	18,100	20,450	17,100	21,850	16,650	15,850	202,000	LBS
TOTAL INQUIRIES	10	20	10	18	17	13	0	13	17	23	14	14	169	
Business Volume lbs	4,580	6,135	3,564	4,190	3,984	3,450	3,978	3,924	4,233	4,135	3,471	3,683	49,327	LBS
Parks Volume lbs	0	200	50	50	500	200	0	100	0	100	450	150	1,800	LBS
Paricipation %	86%	92%	86%	92%	92%	100%	92%	92%	92%	91%	92%	92%	92%	AVG. %
Nonparticipants #	49	4	10	14	56	0	29	51	26	102	25	36	34	AVG.

APPENDIX B – YEARLY RECYCLING REPORT – MULTI-FAMILY

F4, Attachment 1

APPENDIX B RECYCLING DATA SUMMARY (MULTI-FAMILY)

2024 Annual Weight RECAP REPORT Multi-Family				January		February		March		April		May		June		July		August		September		October		November		December		NET TOTALS	
				Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for Year	Average wgt for yr
Apt Name	Number	Street Name	Units																										
Encore Assisted Living	2300	Hazelwood Street	42	507	12	431	10	431	10	482	11	456	11	330	8	507	12	400	10	431	10	380	9	355	8	482	11	5192	10
Fire Station 2	366	Snelling Ave S	1	0	0	0	0	0	0	0	0	0	0	0	0	203	203	203	203	254	254	330	330	76	76	431	431	1497	125
Park Edge Apartments	360	Robert St. N	51	380	7	304	6	304	6	380	7	304	6	304	6	380	7	304	6	380	7	304	6	304	6	380	7	4029	7
Maplewood Manor	2675	Larpenteur Ave	68	659	10	532	8	482	7	634	9	558	8	558	8	507	7	507	7	558	8	532	8	684	10	761	11	6972	9
East Metro Fire Training Facility	366	Snelling Ave S	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Century Trails Apartments	1200	Lakewood Dr North	40	152	4	0	0	152	4	76	2	127	3	127	3	304	8	203	5	254	6	203	5	203	5	76	2	1877	4
Maplewood Apartments	2266	Duluth Street	240	380	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	786	0
Maplewood Community Center	2391	Larpenteur Ave East	168	507	507	406	406	406	406	507	507	1496	1496	406	406	507	507	406	406	507	507	608	608	456	456	761	761	6567	3
Maple Pond Homes	1850	County Road B East	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	558	46
Maplewood City Hall	1902	County Road B East	1	761	761	608	608	558	558	761	761	2129	2129	608	608	761	761	608	608	761	761	608	608	608	608	761	761	9481	790
Maplewood Public Works	1955	Clarence Street	1	507	507	380	380	507	507	608	608	507	507	482	482	608	608	456	456	608	608	684	684	684	684	811	811	6335	528
Emmas Place	1249	Frisbie Avenue	13	25	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	380	2
Homestead at Maplewood	1876	English Street	62	152	2	304	5	355	6	203	3	228	4	304	5	254	4	203	3	177	3	279	4	228	4	254	4	2992	4
English Manor Apartments	1890	Sherren Ave	37	482	13	431	12	406	11	507	14	507	14	482	13	583	16	482	13	558	15	507	14	507	14	634	17	6288	14
Parkview Court Apartments	2055	White bear Ave	72	761	11	608	8	608	8	876	11	608	8	608	8	761	11	608	8	761	11	608	8	608	8	761	11	7746	9
Frost English Village	1265	Frost Avenue	50	177	4	304	6	177	4	228	5	152	3	203	4	203	4	330	7	101	2	304	6	279	6	406	8	2865	5
1426 Frost Avenue	1426	Frost Avenue	7	228	33	152	22	177	25	228	33	203	29	203	29	254	36	203	29	228	33	203	29	177	25	254	36	2487	30
Fire Station 1	3100	Ariel Street	1	102	102	102	102	154	154	154	154	102	102	77	77	128	128	128	128	102	102	179	179	128	128	154	154	1664	139
Cobblestone Court Apartments	2330	Stillwater Avenue	74	436	6	282	4	307	4	410	6	384	5	410	6	512	7	307	4	384	5	461	6	384	5	512	7	5200	6
Summer Hills Of Maplewood	1225	Ferndale Avenue	45	897	20	717	16	717	16	897	20	717	16	717	16	897	20	717	16	717	16	897	20	717	16	897	20	8787	16
Nature Center	1177	Century Ave N	1	0	0	0	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1922	160
Silver Ridge Apartments	935	North Ferndale St	186	2152	12	1819	10	1922	10	2357	13	2050	11	1614	9	2383	13	1922	10	1819	10	2229	12	1896	10	26	26	20369	9
Lakeview Commons	2575	Ivy Ave E	98	102	1	77	1	102	1	102	1	0	0	77	1	26	0	102	1	77	1	128	1	102	1	2460	13	4458	4
Pondview Apartments	2659	7th St E	180	1768	10	1435	8	1204	7	1127	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	1	5560	3
Beaver Creek Condos	1750	Monastery Way	60	1383	23	1102	18	1102	18	1358	23	1230	20	1179	20	1383	23	1102	18	1102	18	1383	23	1050	18	1358	23	14293	20
Maple Knoll TH	1880	Measbi Ave	57											488	9	738	13	711	12	782	14	735	13	687	12	711	12	5546	8
Heritage Square Condos (7100 Madison)	1880	Measbi Ave	18	853	15	569	10	664	12	640	11	853	15	474	26	593	33	474	26	474	26	593	33	474	26	474	26	6945	32
Heritage Square Condos (1244 Co Rd D)	1880	Measbi Ave	12	593	33	474	26	474	26	474	26	593	33	284	24	356	30	284	24	284	24	356	30	284	24	284	24	4549	32
Heritage Square Condos (1256 Co Rd D)	1880	Measbi Ave	12	356	30	284	24	284	24	284	24	356	30	284	24	356	30	284	24	284	24	356	30	284	24	284	24	3696	26
Town and Country Mobile Home Park	2122	Woodlynn Avenue	120	356	30	284	24	284	24	284	24	356	30	853	7	995	8	853	7	853	7	1067	9	853	7	853	7	8460	6
Cardinal Pointe	2355	Polaris Lane North	108	1067	9	853	7	853	7	853	7	1067	9	332	3	403	4	332	3	356	3	427	4	308	3	332	3	6779	5
Seasons at Maplewood	1996	County Road D	150	450	4	403	4	450	4	332	3	403	4	758	5	948	6	758	5	758	5	948	6	758	5	758	5	8032	4
Wyngate Apartments	1860	McMenemy Street	50	948	6	758	5	758	5	758	5	948	6	687	14	853	17	664	13	664	13	782	16	474	9	640	13	8863	15
Maple Ridge Apartments	2461	Ariel Street North	100	616	12	640	13	687	14	593	12	711	14	948	9	1185	12	948	9	948	9	1185	12	948	9	948	9	10049	8
Birch Glen Apartments(Maplewood)	3003	Hazelwood Street	60	14185	12	948	9	948	9	379	9	474	8	356	6	474	8	379	6	379	6	474	8	379	6	379	6	19185	27
Village on Woodlynn	2750	Hazelwood Street	60	474	8	379	6	379	6	853	6	1067	18	853	14	1067	18	853	14	853	14	1067	18	830	14	853	14	10002	14
Concordia Arms	7100	Madison Ave West	125	1067	18	853	14	853	14	1327	14	1659	13	1256	10	1517	12	1209	10	1280	10	1493	12	1114	9	1304	10	15383	10
Sherwood Glen			96	1659	13	1232	10	1304	10	0	11	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	3247	3
Norgard Apartments	1670	Legacy Parkway East	60	427	7	284	5	356	6	308	5	379	6	332	6	403	7	308	5	356	6	427	7	379	6	356	6	7064	10
Carefree Cottages	2030	Lydia Avenue East	254	4124	16	3200	13	3105	12	3176	13	3887	15	3318	13	4005	16	3318	13	3318	13	4148	16	3318	13	3271	13	39770	13
Markham Apartments	1752	Village Trail East	75	830	11	830	11	687	9	616	8	948	13	806	11	924	12	664	9	901	12	711	9	758	10	1043	14	9197	10
Maplewood Townhomes	1807	Gervais Court	31	237	8	190	6	166	5	190	6	237	8	190	6	237	8	190	6	190	6	877	28	2939	95	2939	95	8679	23
Arcade Apartments	844	Grand Ave	27	263	10	312	12	263	10	263	10	329	12	263	10	263	10	329	12	263	10	312	12	263	10	263	10	3549	11
Rosoto Villa on Roselawn	1770	Adolphus Street	70	509	7	608	9	427	6	394	6	493	7	608	9	296	4	822	12	591	8	723	10	575	8	542	8	6359	8
1860 McMenemy Street	1915	Arcade Street	12	197	16	246	21	197	16	197	16	246	21	197	16	197	16	246	21	197	16	246	21	197	16	197	16	2413	17
Golden Star Apartments	89	Century Ave N	109	49	0	99	1	49	0	49	0	0	0	49	0	0	0	181	2	131	1	99	1	66	1	66	1	1184	1
Western Hills	350	Skillman Ave East	54	509	9	591	11	394	7	509	9	427	8	526	10	493	9	641	12	526	10	624	12	526	10	526	10	6243	10
Cobblestone Court Apartments	366	Snelling Ave S	74	275	4	312	4	344	5	321	4	412	6	275	4	321	4	389	5	321	4	344	5	366	5	321	4	5123	6
Silver Ridge Apartments	2330	Stillwater Avenue	186	1008	5	1191	6	1466	8	1168	6	1489	8	1511	8	1351	7	1557	8	1305	7	1237	7	1580	8	1443	8	15295	7
Brookview Manor	370	McKnight Rd	2	366	10	366	10	456	13	344	10	1420	39	321	9	366	10	458	13	321	9	344	10	366	10	321	9	5679	237
Century Ridge	2465	Londin Lane	75	549	7	549	7	686	9	549	7	686	9	549	7	549	7	686	9	526	7	549	7	686	9	549	7	8026	9
Connemara I	2455	Londin Lane	96	1280	13	1280	13	1600	17	1280	13	1600	17	1280	13	1280	13	1600	17	1280	13	1280	13	1600	17	1280	13	16641	14
Connemara II	345	Florence Ave	96	1280	13	1280	13	1600	17	1280	13	1600	17	1280	13	1280	13	1600	17	1280	13	1280	13	1600	17	1280	113	18013	16
McKnight Townhomes	370	McKnight Rd	190	1966	10	2263	12	2972	16	2720	14	3406	18	2629	14	2743	14	3086	16	2309	12	2515	13	3475	18	2720	14	30129	13
Maplewood Gardens	370	McKnight Rd	32	297	9	343	11	297	9	229	7	366	11	297	9	320	10	343	11	389	12	229	7	366	11	274	9	4653	12
Granite Trail Apt (Dumpsters)	1829	Furness	108	1300	12	1500	14	1200	11	1200	11	1600	15	1300	12	1400	13	1500	14	1200	11	1800	17	1400	13	1300	12	16600	13
Harmony Garden	1438	County Rd C E	160	1400	9	1510	9	1100	7	1200	8	1800	11	1900	12	1800	11	1900	12	1300	8	2000	13	1600	10	1400	9	18210	9
Lakeview Commons	1200	Lakewood Dr North	1	400	400	490	490	400	400	400	400	480	480	600	600	700	700	550	550	700	700	1000	1000	700	700	600	600	7420	618
Birch Glen Apartments(Maplewood)	3100	Ariel St N	1	1000	1000	1000	1000	800	800	1000	1000	1010	1010	1200	1200	1200	1200	1200	1200	1000	1000	1200	1200	1000	1000	900	900	12110	1009
Cardinal Pointe	3003	Hazelwood Street	1	500	500	650	650	400	400	400	400	950	950	1300	1300	900	900	900	900	800	800	1200	1200	800	800	700	700	9400	783
Norgard Apartments	1807	Gervais Court	1	200	200	400	400	300	300	300	300	790	790	500	500	500	500	450	450	600	600	1000	1000	600	600	700	700	7140	595
Homestead at Maplewood	1890	Sherren Ave	1	1300	1300	1600	1600	1100	1100	1100	1100	800	800	1700	1700	1600	1600	2000	2000	1700	1700	2100	2100	1500	1500	1300	1300	17200	1433
Maple Pond Homes	1854	Beebe Rd	168	800	5	900	5	500	3	700	4	800	5	800	5	1000	6	1000	6	900	5	1300	8	900	5	900	5	10900	5
Sherwood Glen	1512	County Rd B E	96	800	8	1550	16	900	9	300	3	1500	16	900	9	1100	11	1000	10	1100	11	1300	14	1000	10	900	9	11700	10
Rosoto Villa on Roselawn	1901	Dakota St	1	200	200	350	350	250	250	200	200	540	540	400	400	400	400	400	400	600	600	900	900	500	500	600	600	5890	491
The Shores	1870	East Shore Dr N	105	1000	10	1000	10	800	8	1000	10	1350	13	1200	11	1300	12	1400	13	1200	11	1500	14	900	9	1000	10	13850	11
Conifer Ridge	3080	Hazelwood Street	150	1200	2407	1020	2236	1000	2005	1200	2307	1500	3009	1400	3011	1200	2608	1300	2907	100	2207	1200	2607	1200	2407	1100	2207	13420	7
	3090			1200		1210		1000		1100		1500		1600		1400		1600		1200		1400		1200		1100		15310	
	3105			1000		9250		800		1000		1300		1600		1200		1100		1100		1100		1100		1100		21550	
Londin Crossing	2501	Londin Lane	148	600	4	1000	7	700	5	1100	7	1320	9	1200	8	700	5	1100	7	500	3	0	0	0	0	0	0	7520	4
ANNUAL NET TOTALS (lbs)				62681		55045		44,704		45,414		56,593		48,303		52,094		50,758		45,898		55,255		50,299		51,118		430,806 Pounds	
																												215.30 Tons	

APPENDIX C – CITY PARK WEIGHTS

	Harvest	Wakefield	Goodrich	Hazelwood	MONTHLY TOTAL
January	0	0	0	0	**0**
February	200	0	0	0	**200**
March	50	0	0	0	**50**
April	0	0	50	0	**50**
May	200	100	200	0	**500**
June	0	200	0	0	**200**
July	0	0	0	0	**0**
August	0	100	0	0	**100**
September	0	0	0	0	**0**
October	0	100	0	0	**100**
November	200	50	100	100	**450**
December	100	50	0	0	**150**
YEAR TOTAL BY PARK	**750**	**600**	**350**	**100**	**1800**

Tennis Sanitation, L.L.C.

651-459-1887 *"Recycling is Everyone's Future"*

RECYCLING REPORT

December 2024

Dear City of Maplewood Recycling Coordinator,

Tennis Sanitation is pleased to provide the following monthly recycling report detailing the materials that were collected, processed and delivered to recycling markets from both single family and multi-family dwellings.

The Community of Maplewood Recycled:

TYPE		Single Family Weight (tons)	Multi-Family Weight (tons)	NET Total Wgt	UNIT	DESCRIPTION
Cardboard:	42.42%	83.17	10.84	94.01	tons	Includes all cardboard boxes.
Paper:	26.42%	51.80	6.75	58.55	tons	Includes cardboard, paper, newspaper and junk mail
Scrap Metal:	0.73%	1.43	0.19	1.62	tons	Metal pans and misc metal
Large Plastic:	1.58%	3.10	0.40	3.50	tons	Toys, patio furniture and large containers
Z-Bale Plastic:	2.45%	4.80	0.63	5.43	tons	Food and beverage containers
PET Plastic:	6.03%	11.82	1.54	13.36	tons	Food and beverage containers
Tin:	2.99%	5.86	0.76	6.63	tons	Includes all bi-metal and tin cans
Chipped Glass:	8.84%	17.33	2.26	19.59	tons	Includes all clear, brown and green colors
Aluminum:	3.71%	7.27	0.95	8.22	tons	Includes all aluminum cans
Linen	0.64%	1.25	0.16	1.42	tons	Reusable clothing and shoes
Milk Cartons:	1.09%	2.14	0.28	2.42	tons	Beverage cartons
Residual	3.08%	6.04	0.79	6.83	tons	Includes all residuals and trash
Total Tons:	**99.98%**	**196.01**	**25.55**	**214.74**	**Tons**	**Net total recycling for the month**

TYPE	Single Family Weight (lbs)	Multi-Family Weight (lbs)	NET Calcs.		
Units:	10988	4290	**15278**		Units collected per week
Wgt/home:	35.68	11.91	**23.79**	lbs	Average pounds per unit collected per month

Average % of serviced accounts (SF)	87%	Average % of participation (SF)	92.16%
This month's homes that did not paricipate in weekly recycling collection were		36 *residents*	
Total inquiries for this month were:	14	Business volume of recycling (in lbs)	3,683

Summary of report: This month illustrates resident's recycling efforts for both SF and MF Dwellings and businesses. The above percentage break-out of recycling material was based on a single load of material from the City of Maplewood. The single load of material has consistent ratios which are comparable to the weeks' worth of material previously processed.

Great job on your recycling efforts.

Sincerely,

Greg & Willie Tennis

Tennis Sanitation
PO Box 62
720 4th St St. Paul Park, MN 55071

Maplewood December 2024

Pick-up Day	Multi-Family Apt Name	Number	Street Name	Units	# of Carts	WEEK 1 # carts	WEEK 1 Average Wgt/cart	WEEK 1 Total are Wg	WEEK 2 # carts	WEEK 2 Average Wgt/cart	WEEK 2 Total are Wg	WEEK 3 # carts	WEEK 3 Average Wgt/cart	WEEK 3 Total are Wg	WEEK 4 # carts	WEEK 4 Average Wgt/cart	WEEK 4 Total are Wg	WEEK 5 # carts	WEEK 5 Average Wgt/cart	WEEK 5 Total are Wg	Total Wgt for mo.	Units	Wgt/unit per Month
Monday	ENCORE ASSISTIVE LIVING	2300	Hazelwood Street	42	5	4.00	68.0	101	4.00	68.0	101	4.00	68.0	101	4.00	68.0	101	3.00	68.0	76	482	42	11
Monday	Fire Station 2	1955	Clarence Street		2	4.00	68.0	101	4.00	68.0	101	4.00	68.0	101	2.00	68.0	51	3.00	68.0	76	431	1	431
Monday	Park Edge Apartments	2025	Ide Street	51	5	3.00	68.0	76	3.00	68.0	76	3.00	68.0	76	3.00	68.0	76	3.00	68.0	76	380	51	7
Monday	Maplewood Manor	2266	Duluth Street	68	8	6.00	68.0	152	4.00	68.0	101	7.00	68.0	177	6.00	68.0	152	7.00	68.0	177	761	68	11
Monday	East metro Fire training Facility	1881	Century Ave N		2	0.00	68.0	0	2.00	68.0	51	0.00	68.0	0	0.00	68.0	0	0.00	68.0	0	0	1	0
Monday	Century Trails Apartments	1730	Monastery Way	40	3	0.00	68.0	0	0.00	68.0	0	0.00	68.0	0	3.00	68.0	76	0.00	68.0	0	76	40	2
Monday	Maplewood Community Center	2100	White Bear Ave		4	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	761	1	761
Monday	Maplewood City Hall	1830	County Road B East		6	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	761	1	761
Monday	Maplewood Public Works + Fuel	1902	County Road B East		6	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	7.00	68.0	177	7.00	68.0	177	811	1	811
Monday	Homestead at Maplewood	1890	Sherren Ave	62	6	0.00	68.0	0	0.00	68.0	0	6.00	68.0	152	0.00	68.0	0	4.00	68.0	101	254	62	4
Monday	English Manor Apartments	1809	English St N	37	5	5.00	68.0	127	5.00	68.0	127	5.00	68.0	127	5.00	68.0	127	5.00	68.0	127	634	37	17
Monday	Parkview Court Apartments	1880	East Shore Dr N	72	6	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	6.00	68.0	152	761	72	11
Monday	Frost English Villages	1265	Frost Avenue	50	8	0.00	68.0	0	5.00	68.0	127	2.00	68.0	51	4.00	68.0	101	5.00	68.0	127	406	50	8
Monday	1426 Frost Avenue	1426	Frost Avenue	7	2	2.00	68.0	51	2.00	68.0	51	2.00	68.0	51	2.00	68.0	51	2.00	68.0	51	254	7	36
Tuesday	Fire Station 1	600	McKnight Rd		1	1.00	68.2	26	1.00	68.2	26	2.00	68.2	51	1.00	68.2	26	1.00	68.2	26	154	1	154
Tuesday	Cobblestone Court Apartments	366	Snelling Ave S	74	2	4.00	68.2	102	4.00	68.2	102	4.00	68.2	102	4.00	68.2	102	4.00	68.2	102	512	74	7
Tuesday	Summer Hills Of Maplewood	935	North Ferndale St	45	7	7.00	68.2	179	7.00	68.2	179	7.00	68.2	179	7.00	68.2	179	7.00	68.2	179	897	45	20
Tuesday	Nature Center	2659	7th St E		1	0.00	68.2	0	0.00	68.2	0	0.00	68.2	0	1.00	68.2	26	0.00	68.2	0	26	1	26
Tuesday	Silver Ridge Apartments	2330	Stillwater Avenue	186	22	18.00	68.2	461	22.00	68.2	564	18.00	68.2	461	20.00	68.2	512	18.00	68.2	461	2460	186	13
Tuesday	Lakeview Commons	1200	Lakewood Dr North	98	2	1.00	68.2	26	1.00	68.2	26	1.00	68.2	26	1.00	68.2	26	1.00	68.2	26	128	98	1
Tuesday	Beaver Creek Condos	1225	Ferndale Avenue	60	12	10.00	68.2	255	11.00	68.2	282	12.00	68.2	307	9.00	68.2	231	11.00	68.2	282	1358	60	23
Wednesday	Maple Knoll Townhomes	1880	Mesabi Ave	57	12	5.00	66.3	119	8.00	66.3	190	5.00	66.3	119	12.00	66.3	284		66.3	0	711	57	
Wednesday	Heritage Square Condos	7100	Madison Ave West	18	5	5.00	66.3	119	5.00	66.3	119	5.00	66.3	119	5.00	66.3	119		66.3	0	474	18	26
Wednesday	Heritage Square Condos	1244	County Rd D	12	3	3.00	66.3	71	3.00	66.3	71	3.00	66.3	71	3.00	66.3	71		66.3	0	284	12	24
Wednesday	Heritage Square Condos	1256	County Rd D	12	3	3.00	66.3	71	3.00	66.3	71	3.00	66.3	71	3.00	66.3	71		66.3	0	284	12	24
Wednesday	Town and Country Mobile Home	2557	Maplewood Drive	120	9	9.00	66.3	213	9.00	66.3	213	9.00	66.3	213	9.00	66.3	213		66.3	0	853	120	7
Wednesday	Cardinal Pointe	3003	Hazelwood Street	108	8	4.00	66.3	95	3.00	66.3	71	4.00	66.3	95	3.00	66.3	71		66.3	0	332	108	3
Wednesday	Seasons at Maplewood	1670	Legacy Parkway	150	8	8.00	66.3	190	8.00	66.3	190	8.00	66.3	190	8.00	66.3	190		66.3	0	758	150	5
Wednesday	Wyngate Apartments	1752	Village Trail East	50	8	6.00	66.3	142	6.00	66.3	142	7.00	66.3	166	8.00	66.3	190		66.3	0	640	50	13
Wednesday	Maple Ridge Apartments	1695	County Road D East	100	10	10.00	66.3	237	10.00	66.3	237	10.00	66.3	237	10.00	66.3	237		66.3	0	948	100	9
Wednesday	Birch Glen	3100	Ariel Street	60	4	4.00	66.3	95	4.00	66.3	95	4.00	66.3	95	4.00	66.3	95		66.3	0	379	60	6
Wednesday	Village on Woodlynn	2122	Woodlynn Avenue	60	9	9.00	66.3	213	9.00	66.3	213	9.00	66.3	213	9.00	66.3	213		66.3	0	853	60	14
Wednesday	Concordia Arms	2030	Lydia Avenue East	125	14	14.00	66.3	332	13.00	66.3	308	14.00	66.3	332	14.00	66.3	332		66.3	0	1304	125	10
Wednesday	Norgard Apartments	1807	Gervais Court	60	4	4.00	66.3	95	3.00	66.3	71	4.00	66.3	95	4.00	66.3	95		66.3	0	356	60	6
Wednesday	Carefree Cottages	2355	Polaris Lane North	254	35	35.00	66.3	830	33.00	66.3	782	35.00	66.3	830	35.00	66.3	830		66.3	0	3271	254	13
Wednesday	Markham Apartments	2730	Hazelwood Street	75	12	12.00	66.3	284	8.00	66.3	190	12.00	66.3	284	12.00	66.3	284		66.3	0	1043	75	14
Wednesday	Maplewood Townhomes	2461	Ariel Street North	31	2	31.00	66.3	735	31.00	66.3	735	31.00	66.3	735	31.00	66.3	735		66.3	0	2939	31	95
Thursday	Arcade Apartments (Bellwood)	1915	Arcade Street	27	4	4.00	59.0	66	4.00	59.0	66	4.00	59.0	66	4.00	59.0	66		59.0	0	263	27	10
Thursday	Rosoto Villa on Roselawn	1901	Desoto Street	70	12	9.00	59.0	148	9.00	59.0	148	9.00	59.0	148	6.00	59.0	99		59.0	0	542	70	8
Thursday	1860 McMenemy Street	1860	McMenemy Street	12	3	3.00	59.0	49	3.00	59.0	49	3.00	59.0	49	3.00	59.0	49		59.0	0	197	12	16
Thursday	Golden Star Apartments	321	Larpenteur Ave E	109	6	1.00	59.0	16	2.00	59.0	33	1.00	59.0	16	0.00	59.0	0		59.0	0	66	109	1
Thursday	Western Hills	1770	Adolphus Street	54	8	8.00	59.0	131	8.00	59.0	131	8.00	59.0	131	8.00	59.0	131		59.0	0	526	54	10
Friday	Cobblestone Court Apartments	366	Snelling Ave S	74	4	3.00	65.5	69	3.00	65.5	69	4.00	65.5	92	4.00	65.5	92		65.5	0	321	74	4
Friday	Silver Ridge Apartments	2330	Stillwater Avenue	186	22	12.00	65.5	275	18.00	65.5	412	15.00	65.5	344	18.00	65.5	412		65.5	0	1443	186	8
Friday	Brookview Manor	2714	Brookview Dr	36	4	2.00	65.5	46	4.00	65.5	92	4.00	65.5	92	4.00	65.5	92		65.5	0	321	36	9
Friday	Century Ridge	89	Century Ave N	75	6	6.00	65.5	137	6.00	65.5	137	6.00	65.5	137	6.00	65.5	137		65.5	0	549	75	7
Friday	Connemara I	2465	Londin Lane	96	14	14.00	65.5	320	14.00	65.5	320	14.00	65.5	320	14.00	65.5	320		65.5	0	1280	96	13
Friday	Connemara II	2455	Londin Lane	96	14	14.00	65.5	320	14.00	65.5	320	14.00	65.5	320	14.00	65.5	320		65.5	0	1280	96	13
Friday	McKnight Townhomes	370	McKnight Rd	190	38	30.00	65.5	686	29.00	65.5	663	30.00	65.5	686	30.00	65.5	686		65.5	0	2720	190	14
Friday	Maplewood Gardens	345	Florence Ave	32	9	4.00	65.5	91	3.00	65.5	69	3.00	65.5	69	2.00	65.5	46		65.5	0	274	32	9

Maplewood 2024 December

MON RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.17	4.02	3.48	3.78	5.50	
Tons - Load 2						Net Total
TOTAL Tons	4.17	4.02	3.48	3.78	5.50	20.95
# of Stops	955	955	955	955	955	Averages
Not outs	75	72	158	78	42	88
% of Participation	92%	92%	83%	92%	96%	91%
Lbs per Stop Recycled	9.48	9.11	8.73	8.62	12.05	10

MON RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.50	3.87	3.93	3.68	5.19	
Tons - Load 2						Net Total
TOTAL Tons	4.50	3.87	3.93	0.00	5.19	17.49
# of Stops	548	548	548	548	548	Averages
Not outs	69	68	72	92	79	78
% of Participation	87%	88%	87%	83%	86%	86%
Lbs per Stop Recycled	18.79	16.13	16.51	0.00	22.13	14

MON RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	5.63	5.14	4.82	4.79	5.91 #	
Tons - Load 2						Net Total
TOTAL Tons	0.00	0.00	0.00	0.00	0.00	0.00
# of Stops	1030	1030	1030	1030	1030	Averages
Not outs	151	163	170	143	117	148
% of Participation	85%	84%	83%	86%	89%	86%
Lbs per Stop Recycled	0.00	0.00	0.00	0.00	0.00	0

MONDAY ROUTE SUMMARY FOR			December	2024		
MONDAY	Week 1	Week 2	Week 3	Week 4	Week 5	
						Net Total
TOTAL Tons	8.67	7.89	7.41	3.78	10.69	38.44
# of Stops	2533	2533	2533	2533	2533	Averages
Not outs	295	303	400	313	238	310
% of Set-outs	88%	88%	84%	88%	91%	88%
Lbs per Stop Recycled	7.75	7.08	6.95	3.41	9.32	7

TUE RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.43	4.08	4.04	3.94	5.91 #	
Tons - Load 2						Net Total
TOTAL Tons	4.43	4.08	4.04	3.94	5.91	22.40
# of Stops	749	749	749	749	749	Averages
Not outs	114	105	86	131	95 0	107
% of Participation	85%	86%	89%	83%	87%	86%
Lbs per Stop Recycled	13.95	12.67	12.19	12.75	18.07	13

TUE RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.28	4.30	4.05	3.86	5.28	
Tons - Load 2						Net Total
TOTAL Tons	4.28	4.30	4.05	3.86	5.28	21.77
# of Stops	466	466	466	466	466	Averages
Not outs	29	40	109	48	34	66
% of Participation	94%	91%	77%	90%	93%	86%
Lbs per Stop Recycled	19.59	20.19	22.69	18.47	24.44	20

TUESDAY ROUTE SUMMARY FOR			December	2024		
TUESDAY	Week 1	Week 2	Week 3	Week 4	Week 5	
						Net Total
TOTAL Tons	8.71	8.38	8.09	7.80	11.19	44.17
# of Stops	1215	1215	1215	1215	1215	Averages
Not outs	143	145	195	179	129	166
% of Set-outs	88%	88%	84%	85%	89%	86%
Lbs per Stop Recycled	16.25	15.66	15.86	15.06	20.61	16

WED RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.01	3.69	3.40	4.56		
Tons - Load 2						Net Total
TOTAL Tons	4.01	3.69	3.40	4.56	0.00	15.66
# of Stops	504	504	504	504	504	Averages
Not outs	89	78	74	115		89
% of Participation	82%	85%	85%	77%	100%	82%
Lbs per Stop Recycled	19.33	17.32	15.81	23.44	0.00	19

WED RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.38	3.89	3.60	4.80		
Tons - Load 2						Net Total
TOTAL Tons	4.38	3.89	3.60	4.80	0.00	16.67
# of Stops	719	719	719	719	719	Averages
Not outs	42	63	76	102		71
% of Participation	94%	91%	89%	86%	100%	90%
Lbs per Stop Recycled	12.94	11.86	11.20	15.56	0.00	13

WED RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	5.00	4.50	4.30	5.54		
Tons - Load 2						Net Total
TOTAL Tons	5.00	4.50	4.30	5.54	0.00	19.34
# of Stops	763	763	763	763	763	Averages
Not outs	101	103	89	137		108
% of Participation	87%	87%	88%	82%	100%	86%
Lbs per Stop Recycled	15.11	13.64	12.76	17.70	0.00	15

WEDNESDAY ROUTE SUMMARY FOR			December	2024		
WEDNESDAY	Week 1	Week 2	Week 3	Week 4	Week 5	
						Net Total
TOTAL Tons	13.39	12.08	11.30	14.90	0.00	51.67
# of Stops	1986	1986	1986	1986	1986	Averages
Not outs	232	244	239	354	0	267
% of Set-outs	88%	88%	88%	82%	100%	87%
Lbs per Stop Recycled	15.27	13.87	12.94	18.26	0.00	15

THUR RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	2.19	4.00	4.54	4.75		
Tons - Load 2						Net Total
TOTAL Tons	2.19	4.00	4.54	4.75	0.00	15.48
# of Stops	722	722	722	722	722	Averages
Not outs	115	63	57	72		77
% of Participation	84%	91%	92%	90%	100%	89%
Lbs per Stop Recycled	7.22	12.14	13.65	14.62	0.00	12

THUR RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.88	4.95	4.27	5.97		
Tons - Load 2						Net Total
TOTAL Tons	4.88	4.95	4.27	5.97	0.00	20.07
# of Stops	882	882	882	882	882	Averages
Not outs	171	109	109	130		130
% of Participation	81%	88%	88%	85%	100%	85%
Lbs per Stop Recycled	13.73	12.81	11.05	15.88	0.00	13

THURSDAY ROUTE SUMMARY FOR			December	2024		
THURSDAY	Week 1	Week 2	Week 3	Week 4	Week 5	
						Net Total
TOTAL Tons	7.07	8.95	8.81	10.72	0.00	35.55
# of Stops	1604	1604	1604	1604	1604	Averages
Not outs	286	172	166	202	0	207
% of Set-outs	82%	89%	90%	87%	100%	87%
Lbs per Stop Recycled	10.73	12.50	12.25	15.29	0.00	13

FRI RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.11	3.99	4.57	6.25		
Tons - Load 2						Net Total
TOTAL Tons	4.11	3.99	4.57	6.25	0.00	18.92
# of Stops	347	347	347	347	347	Averages
Not outs	130	88	142	112		118
% of Participation	63%	75%	59%	68%	100%	66%
Lbs per Stop Recycled	37.88	30.81	44.59	53.19	0.00	42

FRI RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.50	3.48	3.92	5.22		
Tons - Load 2						Net Total
TOTAL Tons	4.50	3.48	3.92	5.22	0.00	17.12
# of Stops	506	506	506	506	506	Averages
Not outs	48	44	54	46		48
% of Participation	91%	91%	89%	91%	100%	91%
Lbs per Stop Recycled	19.65	15.06	17.35	22.70	0.00	19

FRI RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	3.38	3.47	3.60	5.29		
Tons - Load 2						Net Total
TOTAL Tons	3.38	3.47	3.60	5.29	0.00	15.74
# of Stops	1064	1064	1064	1064	1064	Averages
Not outs	90	70	74	84		80
% of Participation	92%	93%	93%	92%	100%	93%
Lbs per Stop Recycled	6.94	6.98	7.27	10.80	0.00	8

FRIDAY ROUTE SUMMARY FOR			December	2024		
FRIDAY	Week 1	Week 2	Week 3	Week 4	Week 5	
						Net Total
TOTAL Tons	11.99	10.94	12.09	16.76	0.00	51.78
# of Stops	1917	1917	1917	1917	1917	Averages
Not outs	268	202	270	242	0	246
% of Set-outs	86%	89%	86%	87%	100%	87%
Lbs per Stop Recycled	14.54	12.76	14.68	20.01	0.00	15

	Wednesday	Cart N/O	1/4/2024
	Monday	Icy Going Back Tues	1/8/2024
	Monday	3 Recy 17 Trash Carts	1/8/2024
	Wednesday	Plywood	1/10/2024
	Thursday	1/2 Way Up Driveway	1/11/2024
	Monday	N/O 7AM	1/15/2024
	Monday	Gate Locked	1/15/2024
	Monday	Left Trash Bags	1/15/2024
	Monday	Blocked	1/15/2024
	Monday	Full Of Clothes	1/15/2024
	Friday	Trash	1/19/2024
	Monday	Blocked	1/22/2024
	Tuesday	Need To Be @ Curb	1/23/2024
	Tuesday	Left Black Trash Bags	1/23/2024
	Wednesday	Oil & Paint In Cart	1/24/2024
	Wednesday	Trash	2/7/2024
	Wednesday	Styrofoam	2/7/2024
	Wednesday	Bagged Trash	2/7/2024
	Wednesday	No Space	2/7/2024
	Thursday	1 Cart Trash/Wood	2/8/2024
	Friday	Cardboard Everywhere	2/9/2024
	Friday	All Carts Trash	2/9/2024
	Monday	Cart Placement Not @ Street	2/12/2024
	Wednesday	Trash & Wood	2/14/2024
	Wednesday	Touching Garage	2/14/2024
	Wednesday	Styrofoam	2/14/2024
	Thursday	2 Carts Trash	2/15/2024
	Friday	Frozen	2/16/2024
	Friday	Cardboard Everywhere	2/16/2024
	Friday	Same Carts Trash	2/16/2024
	Monday	Not At Curb	2/19/2024
	Monday	Closed	2/19/2024
	Monday	Trash	2/19/2024
	Tuesday	Blocked By Furniture	2/20/2024
	Thursday	1 Trash	2/22/2024
	Monday	Cart In Ditch	2/26/2024
	Monday	On Stoop	2/26/2024
	Monday	Blocked	2/26/2024
	Monday	Left Suitcase	2/26/2024
	Tuesday	Blocked By Furniture	2/27/2024
	Wednesday	Empty	2/28/2024
	Wednesday	Empty	2/28/2024
	Friday	Trash	3/1/2024
	Monday	On Stoop	3/4/2024

[redacted]		Wednesday	Trash	3/6/2024
[redacted]		Thursday	1/2 Way Up Driveway	3/7/2024
[redacted]		Monday	Cart Tipped Broken Glass	3/11/2024
[redacted]		Wednesday	Trash	3/13/2024
[redacted]		Wednesday	Tile & Wood	3/13/2024
[redacted]		Thursday	Wood From Chair	3/14/2024
[redacted]		Monday	Trash N/P	3/18/2024
[redacted]		Monday	Sperate Carts	3/18/2024
[redacted]		Monday	Trash N/P	3/18/2024
[redacted]		Monday	Reycle Out Without Carts	3/18/2024
[redacted]		Wednesday	Trash	3/20/2024
[redacted]		Wednesday	Cart Tipped Trash All Over	3/20/2024
[redacted]		Friday	Matt ,Box Spr & Couch Blocking	3/22/2024
[redacted]			And Other Carts Trash	
[redacted]		Wednesday	Styrofoam	3/27/2024
[redacted]		Wednesday	Styrofoam	3/27/2024
[redacted]		Wednesday	Styrofoam	3/27/2024
[redacted]		Wednesday	Not Sholved	3/27/2024
[redacted]		Thursday	Blocked By Furniture	3/28/2024
[redacted]		Thursday	Close To Mailbox	3/28/2024
[redacted]		Thursday	Plowed In	3/28/2024
[redacted]		Friday	Wood Scraps (Cabinets)	3/29/2024
[redacted]		Friday	Matt ,Box Spr & Couch Blocking	3/29/2024
[redacted]		Monday	Need To Separate	4/1/2024
[redacted]		Monday	Need To Separate	4/1/2024
[redacted]		Monday	Break Tube Down	4/1/2024
[redacted]		Monday	Left Plastic Bags	4/1/2024
[redacted]		Monday	Trash	4/1/2024
[redacted]		Monday	1/2 Way Up Driveway	4/1/2024
[redacted]		Monday	Left Styrofoam	4/1/2024
[redacted]		Tuesday	Branches In Cart	4/2/2024
[redacted]		Thursday	1/2 Way Up Driveway	4/4/2024
[redacted]		Thursday	Next To Car	4/4/2024
[redacted]		Thursday	1 Cart Trash	4/4/2024
[redacted]		Thursday	Recycle Next To Empty Cart	4/4/2024
[redacted]		Thursday	Touching Vehicle	4/4/2024
[redacted]		Monday	Recycle On Ground Not Bagged	4/8/2024
[redacted]		Monday	On Stoop	4/8/2024
[redacted]		Monday	Trash	4/8/2024
[redacted]		Tuesday	Blocked By Furniture/Styro	4/9/2024
[redacted]		Tuesday	Wood	4/9/2024
[redacted]		Wednesday	Tagged Times For Cart Placement	4/10/2024
[redacted]		Wednesday	Bottom 1/2 Stuck In Cart	4/10/2024
[redacted]		Wednesday	Carpet & Wood	4/10/2024
[redacted]		Thursday	Between Car & Can No Space tagged	4/11/2024
[redacted]		Monday	Trash	4/15/2024

[redacted]	Wednesday	Trash	4/17/2024
[redacted]	Friday	Box Styrofoam	4/19/2024
[redacted]	Friday	Trash	4/19/2024
[redacted]	Friday	Behind Car Moved Last 2 Weeks	4/19/2024
[redacted]	Monday	Trash	4/22/2024
[redacted]	Monday	Needs To Separate Styro From Cardboard	4/22/2024
[redacted]	Monday	Cart Had Big Burnt Hole Threw It	4/22/2024
[redacted]	Wednesday	Floor Mat & Hover (battery)	4/24/2024
[redacted]	Wednesday	Huge Box Needs Broken Down	4/24/2024
[redacted]	Wednesday	Sticks	4/24/2024
[redacted]	Wednesday	Busted Living Room Chair	4/24/2024
[redacted]	Thursday	Cart Non Recycle Items	4/25/2024
[redacted]		Left Treadmill Box Full Of Styrofoam	
[redacted]	Thursday	Left Linen Bags Cab Full	4/25/2024
[redacted]	Friday	Left Open Bag Linen	4/26/2024
[redacted]	Friday	Styro In Boxes	4/26/2024
[redacted]	Friday	Wood In Cart	4/26/2024
[redacted]	Monday	Cart Touching Garage	4/29/2024
[redacted]	Monday	Cart Placement	4/29/2024
[redacted]	Tuesday	1 Not @ Curb	4/30/2024
[redacted]	Wednesday	Forgot To Bring All Carts Out Per Marcus	5/1/2024
[redacted]	Wednesday	Styro	5/1/2024
[redacted]	Wednesday	Compost	5/1/2024
[redacted]	Thursday	Carpet	5/2/2024
[redacted]	Thursday	Left Linen Can't Fit Anymore	5/2/2024
[redacted]	Friday	Cardboard Boxes Break Down	5/3/2024
[redacted]	Monday	Trash	5/6/2024
[redacted]	Wednesday	Cart 1/2 Way Up Driveway	5/8/2024
[redacted]	Wednesday	Wood Table	5/8/2024
[redacted]	Wednesday	Styro	5/8/2024
[redacted]	Thursday	2X4's In Cart	5/9/2024
[redacted]	Thursday	2x6 Wood Plank In Cart	5/9/2024
[redacted]	Thursday	Carpet	5/9/2024
[redacted]	Thursday	Styro	5/9/2024
[redacted]	Thursday	Trash	5/9/2024
[redacted]	Friday	Left Cart Out Using It For Dog Waste	5/10/2024
[redacted]	Monday	Semi Truck Blocking Entrance	5/13/2024
[redacted]	Monday	Styro In Cardboard Box	5/13/2024
[redacted]	Monday	Dirt & Yard Waste	5/13/2024
[redacted]	Monday	Need To Separate Carts	5/13/2024
[redacted]	Monday	On Stoop	5/13/2024
[redacted]	Monday	Need To Bundle Cardboard	5/13/2024
[redacted]	Monday	Styro	5/13/2024
[redacted]	Monday	Road Construction Can't Drive Or Walk	5/13/2024

	Monday	Road Construction Can't Drive Or Walk	5/13/2024
	Monday	Road Construction Can't Drive Or Walk	5/13/2024
	Monday	Road Construction Can't Drive Or Walk	5/13/2024
	Wednesday	Styro	5/15/2024
	Wednesday	Carpet	5/15/2024
	Monday	Styro	5/20/2024
	Monday	Styro	5/20/2024
	Wednesday	Trash	5/22/2024
	Wednesday	Styro	5/22/2024
	Wednesday	2 Bags Trash & Styro	5/22/2024
	Wednesday	Construction Material	5/22/2024
	Wednesday	Box Of Food	5/22/2024
	Thursday	Carpet Padding	5/23/2024
	Thursday	Keeps Putting Cardboard Outside	5/23/2024
	Friday	Leaves No Space Placed Right Next Week Leaving	5/24/2024
	Monday	Trash & Mattress Topper	5/28/2024
	Monday	Styro	5/28/2024
	Monday	Please Bundle Pipes	5/28/2024
	Monday	Wood Frame & Trash	5/28/2024
	Tuesday	Misc Trash	5/28/2024
	Wednesday	Styro	5/30/2024
	Wednesday	Trash All Over Floor	5/30/2024
	Wednesday	To Close To Car	5/30/2024
	Thursday	Boxes Styro	5/31/2024
	Thursday	Carpet Padding	5/31/2024
	Thursday	Styro	5/31/2024
	Friday	Cart 1/2 Way Up Driveway	6/1/2024
	Friday	Broken Glasss	6/1/2024
	Monday	On Stoop	6/3/2024
	Monday	Trash & Styro	6/3/2024
	Monday	Trash & Mattress Topper	6/3/2024
	Wednesday	Styro	6/5/2024
	Thursday	3 weeks Still Carpet Padding	6/6/2024
	Friday	Left Linen Not Sealed Or Tied	6/7/2024
	Monday	1/2 Way Up Driveway	6/10/2024
	Monday	Kids Bike	6/10/2024
	Tuesday	Yard Waste	6/11/2024
	Tuesday	Yard Waste	6/11/2024
	Wednesday	Styro	6/12/2024
	Wednesday	Trash On Ground	6/12/2024
	Wednesday	1 Styro	6/12/2024
	Wednesday	Left Linen Not Sealed Or Tied	6/12/2024
	Wednesday	Box With Styro	6/12/2024
307 Deer Ridge	Friday	Left Linen Not Sealed Or Tied	6/14/2024

[redacted]	Friday	Wood Chair	6/14/2024
[redacted]	Friday	Scrap Wood	6/14/2024
[redacted]	Friday	No Space Tagged	6/14/2024
[redacted]	Monday	Wood Scraps	6/17/2024
[redacted]	Monday	Trash	6/17/2024
[redacted]	Tuesday	Yard Waste	6/18/2024
[redacted]	Wednesday	Styro	6/19/2024
[redacted]	Wednesday	Recycle Not In Cart On Ground	6/19/2024
[redacted]	Thursday	1 Bag Trash	6/20/2024
[redacted]	Thursday	1/2 Way Up Driveway	6/20/2024
[redacted]	Tuesday	Up @ Garage	6/25/2024
[redacted]	Wednesday	Trash	6/26/2024
[redacted]	Friday	Trash In Box	6/28/2024
[redacted]	Monday	Padding	7/1/2024
[redacted]	Monday	Styro	7/1/2024
[redacted]	Monday	Trash	7/1/2024
[redacted]	Monday	Trash	7/1/2024
[redacted]	Monday	Trash	7/1/2024
[redacted]	Monday	Trash	7/1/2024
[redacted]	Tuesday	Left Linen Overflowing & Not Tied	7/2/2024
[redacted]		Not Tied	
[redacted]	Thursday	Box Stryo	7/4/2024
[redacted]	Thursday	Behind Car Tagged	7/4/2024
[redacted]	Friday	Recy Out No Cart	7/5/2024
[redacted]	Friday	Styro	7/5/2024
[redacted]	Monday	Styro	7/8/2024
[redacted]	Monday	Styro	7/8/2024
[redacted]	Monday	Trash	7/8/2024
[redacted]	Monday	Trash	7/8/2024
[redacted]	Monday	Trash In Boxes	7/8/2024
[redacted]	Monday	Trash	7/8/2024
[redacted]	Monday	Gold PT Crusiser In Way	7/8/2024
[redacted]	Wednesday	Styro	7/10/2024
[redacted]	Wednesday	Trash	7/10/2024
[redacted]	Thursday	Counter Top & Partical Board	7/11/2024
[redacted]	Thursday	Clothes & Luggage	7/11/2024
[redacted]	Thursday	2 Carts Mixed Trash	7/11/2024
[redacted]	Monday	Lose Mailbox Fell Off Next To cart	7/15/2024
[redacted]		To Cart	
[redacted]	Monday	Cart Burnt	7/15/2024
[redacted]	Monday	1/2 Full cart Extra On Side7/15/2024	
[redacted]	Tuesday	Cushions Or Pillows	7/16/2024
[redacted]	Tuesday	Large Rug	7/16/2024
[redacted]	Wednesday	Styro	7/17/2024
[redacted]	Wednesday	Blocked Const.	7/17/2024
[redacted]	Thursday	Box Stryo	7/18/2024

4	[redacted]	Thursday	Rug	7/18/2024
C	[redacted]	Thursday	Mixed Trash	7/18/2024
A	[redacted]	Thursday	Mixed Trash	7/18/2024
1	[redacted]	Monday	Trash & Wood	7/22/2024
1	[redacted]	Monday	Trash	7/22/2024
1	[redacted]	Tuesday	Trash Mixed	7/23/2024
2	[redacted]	Tuesday	Dirt in Recycle	8/27/2024
2	[redacted]	Wednesday	Styrofoam	8/28/2024
3	[redacted]	Thursday	Wood table top	8/29/2024
2	[redacted]	Wednesday	Styrofoam	9/4/2024
1	[redacted]	Wednesday	Left Wood, Shelfs/bedding	9/18/2024
1	[redacted]	Wednesday	Left Trash/Wood	9/18/2024
1	[redacted]	Monday	Trash	9/23/2024
1	[redacted]	Monday	4 Linen Bags Truck Full	9/23/2024
1	[redacted]	Monday	Trash,Wood & Styro	9/23/2024
2	[redacted]	Wednesday	Scrap Wood	9/25/2024
1	[redacted]	Wednesday	Compost	9/25/2024
1	[redacted]	Wednesday	Styro	10/2/2024
3	[redacted]	Wednesday	Florescent Bulbs & Styro	10/2/2024
2	[redacted]	Thursday	Pulled Carpet Out	10/3/2024
4	[redacted]	Friday	Broken Wood Left It	10/4/2024
1	[redacted]	Monday	Trash	10/7/2024
1	[redacted]	Monday	Styro	10/7/2024
2	[redacted]	Tuesday	Cart Knocked Over	10/8/2024
3	[redacted]	Wednesday	Styro	10/9/2024
2	[redacted]	Wednesday	Styro	10/9/2024
2	[redacted]	Wednesday	Brush	10/9/2024
2	[redacted]	Wednesday	Personal Can Fell In Hopper	10/9/2024
2	[redacted]	Wednesday	Opener Not Working	10/9/2024
3	[redacted]	Friday	Styro	10/11/2024
1	[redacted]	Monday	Styro	10/14/2024
1	[redacted]	Monday	Trash & Food	10/14/2024
H	[redacted]	Wednesday	1 styro	10/16/2024
2	[redacted]	Thursday	Styro	10/17/2024
C	[redacted]	Friday	Left Dog Poop Bags	10/18/2024
5	[redacted]	Friday	Needs To Use Cart Not Ground	10/18/2024
1	[redacted]	Monday	Clothes & Trash	10/21/2024
1	[redacted]	Monday	3/4 Full Leaves	10/21/2024
7	[redacted]	Tuesday	Styro	10/22/2024
1	[redacted]	Monday	No Carts Out or Bags	10/28/2024
2	[redacted]	Tuesday	Concrete Bricks To Heavy	10/29/2024
N	[redacted]	Wednesday	1 styro	10/30/2024
1	[redacted]	Wednesday	Leaves Cart Againist Gutters Siding	10/30/2024
	[redacted]		Damaged By Trash Driver Not Marcus	
1	[redacted]	Thursday	Cart 1/2 Way Up Driveway	10/31/2024
3	[redacted]	Thursday	Full Of Leaves	10/31/2024

[redacted]	Thursday	Full Of Leaves	10/31/2024
[redacted]	Friday	Not Out @8:10AM	11/1/2024
[redacted]	Monday	Styro	11/4/2024
[redacted]	Monday	1/2 Way Up Driveway	11/4/2024
[redacted]	Wednesday	Trash	11/6/2024
[redacted]	Wednesday	Trash Every Where	11/6/2024
[redacted]	Wednesday	Giant Box To Wide Cut Up	11/6/2024
[redacted]	Monday	Styro Mixed In Cardboard	11/11/2024
[redacted]	Monday	Trash	11/11/2024
[redacted]	Monday	Trash	11/11/2024
[redacted]	Monday	Closed	11/11/2024
[redacted]	Monday	Not At Curb	11/11/2024
[redacted]	Wednesday	Carts Locked No Code	11/13/2024
[redacted]	Monday	Trash	11/18/2024
[redacted]	Monday	Trash	11/18/2024
[redacted]	Wednesday	Trash	11/20/2024
[redacted]	Wednesday	Trash	11/20/2024
[redacted]	Wednesday	Styro	11/20/2024
[redacted]	Wednesday	Vacuum	11/20/2024
[redacted]	Wednesday	Close To Park Car	11/20/2024
[redacted]	Wednesday	Compost In Cart	11/20/2024
[redacted]	Friday	Trash	11/22/2024
[redacted]	Friday	Box Has Styro	11/22/2024
[redacted]	Friday	Compost In Cart	11/22/2024
[redacted]	Wednesday	Trash	11/27/2024
[redacted]	Wednesday	Not Out	11/27/2024
[redacted]	Wednesday	Key Fob Didn't Work	11/27/2024
[redacted]	Thursday	Stryo	11/29/2024
[redacted]	Thursday	Stryo	11/29/2024
[redacted]	Friday	Styro	11/30/2024
[redacted]	Friday	Large Mess On Ground	11/30/2024
[redacted]	Monday	7:15AM N/O	12/2/2024
[redacted]	Tuesday	Full Of 2x4's	12/3/2024
[redacted]	Wednesday	Leaves & Carpet	12/4/2024
[redacted]	Wednesday	Trash	12/4/2024
[redacted]	Thursday	1/2 Way Up Driveway	12/5/2024
[redacted]	Monday	Styro	12/9/2024
[redacted]	Monday	1 Cart Trash	12/9/2024
[redacted]	Monday	Blocked	12/9/2024
[redacted]	Monday	7:15AM N/O	12/9/2024
[redacted]	Tuesday	Styro	12/10/2024
[redacted]	Friday	Left 1 Wood	12/13/2024
[redacted]	Friday	TV & Microwave	12/13/2024
[redacted]	Monday	Trash	12/16/2024
[redacted]	Monday	3 weeks N/O	12/16/2024
[redacted]	Wednesday	Trash	12/18/2024

[redacted]	Wednesday	Mattress Foam & Wood	12/18/2024
	Wednesday	1/2 Way Up Driveway	12/18/2024
	Thursday	Truck In Way	12/19/2024
	Thursday	Mail Box Down Not Ted	12/19/2024
	Thursday	Electronic Water Dispenser	12/19/2024
	Friday	Styrofoam	12/20/2024
	Monday	Trash	12/23/2024
	Wednesday	1 Trash	12/25/2024
	Wednesday	Lot Of Times Trash	12/25/2024
	Wednesday	Carts Locked Up	12/25/2024
	Thursday	Electronic Water Dispenser	12/26/2024
	Monday	Scrap Wood Clothes Not Linen	12/30/2024
	Monday	Box With Stryofoam	12/30/2024
	Tuesday	Box With Stryofoam	12/31/2024
	Tuesday	Styrofoam	12/31/2024

APPENDIX H – COMPLIMENTS AND COMPLAINTS

City of Maplewood
Compliments **2024**

Date	Caller Name	Address	City	Notes
10/25/24	[redacted]		Maplewood	Said he recently met Willie out at an event in Maplewood and thought he was really great so he wanted to call in and compliment his drivers as well - he said they are great

2025 Recycling Collection Work Plan

Tennis Sanitation submits an annual work plan outlining key priorities for residential recycling system improvements, including improvements outlined in the City's Ramsey County SCORE Agreement Recycling Work Plan. The work plan is incorporated into the recycling contract by reference once it is approved by the City Council.

1. **Events:**

    a. **State of the City:** Tennis Sanitation will have representatives at the March 19, 2025, State of the City event held at the Maplewood Community Center/YMCA. The event is an opportunity to network with City leaders and community members.

    b. **Touch a Truck:** Tennis Sanitation will attend the City's annual Touch a Truck event. The exact date of the event to be announced soon, but will be held in the summer or fall of 2025.

2. **Park Solid Waste Improvement Pilot Project:** As part of the City's 2025 SCORE Agreement Recycling Work Plan, Wakefield Park will serve as a pilot park for recycling and solid waste improvements. Tennis Sanitation will work with the City and the City's residential trash contractor Republic Services to make solid waste improvements in Wakefield Park. Improvements could include right-sizing recycling dumpsters and educational signage and outreach.

3. **Education Tags:** Tennis Sanitation will work with the City to update the education tags which are left on carts to ensure proper handling of recyclables. Updates to include options for translation of the education tags via QR codes and more pictures or graphics to enhance education.

4. **Multi-Family Property Recycling Improvements:**

    a. **Multi-Family Properties Without Recycling:** Tennis Sanitation will continue to work with the City and Ramsey County to ensure recycling collection at all multi-family properties. This includes the three multi-family properties identified in 2024 that do not supply recycling to their residents.

    b. **Multi-Family Yearly Recycling Letter:** Tennis Sanitation will work with the City and Ramsey County on improvements to the multi-family yearly recycling letter.

    c. **Multi-Family Recycling Dumpsters and BizRecycling:** The contract allows multi-family properties with 21 units or more to convert to the collection of recycling in recycling dumpsters, instead of recycling carts. Tennis Sanitation will assist the City in notifying

multi-family properties of this opportunity, and working with BizRecycling to make improvements to a properties' recycling program.

5. **Recycling Participation and Residuals:** Work with the City on strategies to increase participation and decrease residuals.

6. **2025 SCORE Agreement Work Plan:** Assist the City in addressing items listed on the 2025 SCORE Agreement Work Plan (Exhibit 1).

Exhibits:

1. 2025 SCORE Agreement Work Plan

Maplewood 2025 SCORE Grant Recycling Performance Work Plan

Minimum Requirements

1. Complete all 2025 SCORE requirements, including reporting on time and submitting a mid-year status report.

2. Provide outreach to all residents about the municipality's recycling program and submit copies of materials to Ramsey County.

3. Use Ramsey County materials and information when and where appropriate to promote increased recycling, reuse and repair (e.g., Fix-it Clinics), medicine collection, household hazardous waste, organic waste and yard waste participation.

    a. Send materials to Ramsey County for review prior to distribution.

    b. Include county contact information on materials:

        i. 24/7 Recycling & Disposal Hotline: 651-633-EASY (3279)

        ii. RamseyRecycles.com

    c. Provide links to the Ramsey County web pages on municipality website.

4. Regularly update recycling content on the municipality's website.

5. Promote BizRecycling resources to businesses and multi-unit recycling.

6. Use hauler data to identify those not recycling and target educational materials

7. Ensure all multi-unit properties are meeting State law requirements to recycle and are receiving free Ramsey County resources.

8. Increase opportunities for recycling in public spaces.

    a. All recycling bins must be paired with a trash bin and in good condition.

    b. Labels must be readable.

    c. Promote Ramsey County's event container lending program and green event planning tips.

9. Enforce recycling contracts, including the assessment of penalties for non-compliance.

    a. Audit reporting by obtaining hauler weight tickets.

    b. Have labels replaced if not readable.

10. Work with Ramsey County to educate and move toward Food Scraps Pick Up Program for all residents.

11. Attend County Recycling Coordinator meetings and attend a yearly composition study.

12. Complete one incentive each year to improve recycling, reuse, repair, reduce and rot.

Incentive Options

1. Continue to make improvements in the City's park recycling program.

2. Make improvements to the City’s multi-family recycling program, including the promotion of BizRecycling for multi-family properties.

City of Maplewood Trash and Yard Waste Collection Year End Report

2024

REPUBLIC SERVICES

Maplewood

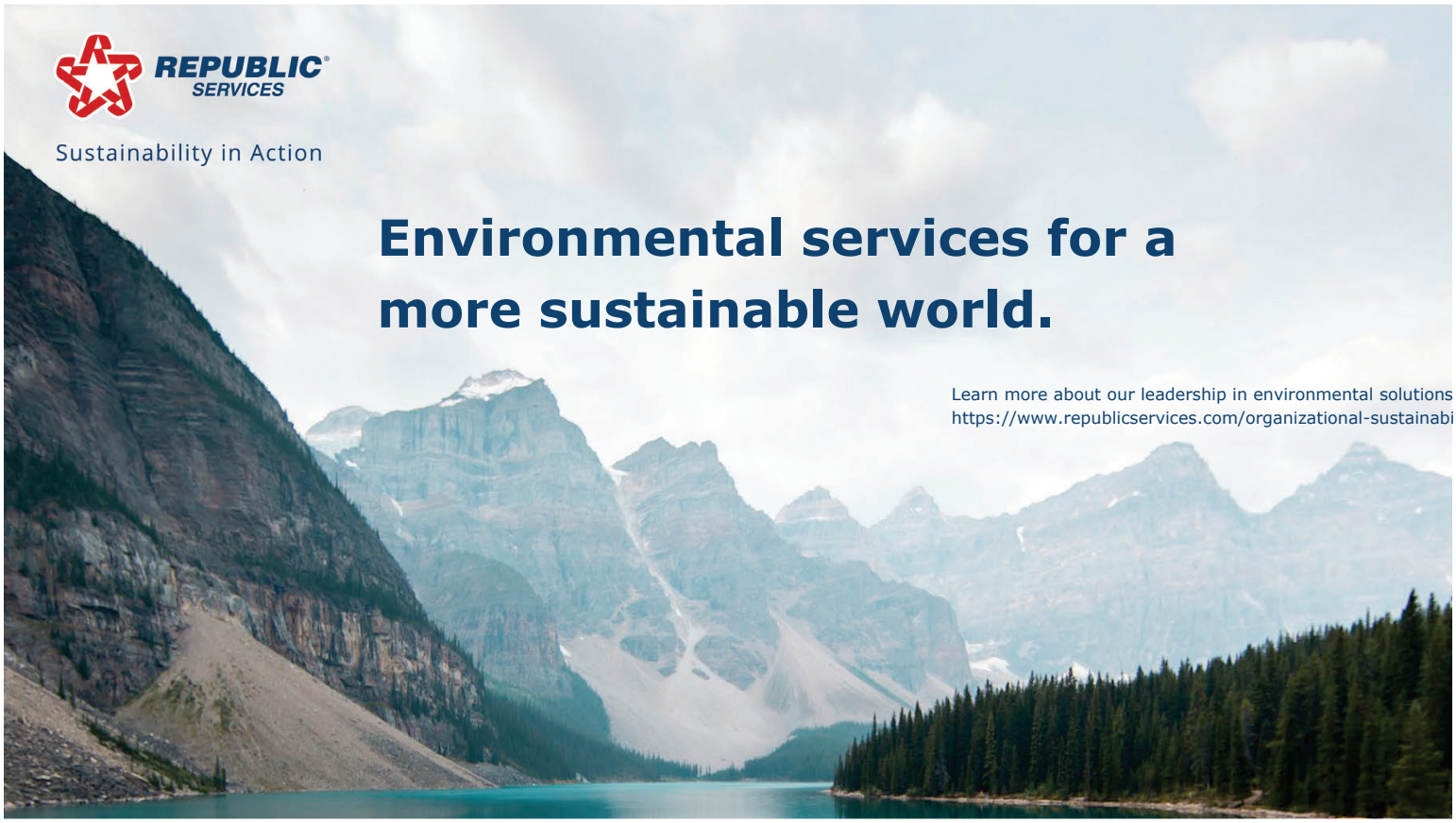
Dear City of Maplewood,

We are excited to provide the 2024 City of Maplewood and Republic Services Year End Report. In this annual report you will find the required and necessary reports for the City of Maplewood's trash and yard waste collection. Including the year end tonnages and the 2024 Work Plan Priorities with detailed progress made on each initiative. We value the partnership with the City of Maplewood and look forward to continuing to provide service reliability, simple solutions, and environmental responsibility going into 2025.

Warm wishes,

Bev Mathiasen

Frances Estrella


REPUBLIC SERVICES
Sustainability in Action
Environmental services for a more sustainable world.
Learn more about our leadership in environmental solutions
https://www.republicservices.com/organizational-sustainabi

2024 Republic Services Highlights

- Republic Services was named to the Dow Jones Sustainability Index for Ninth Consecutive Year and ranked 19 on Barron's 2024 100 most sustainable companies list, which rates companies across 230 environmental, social and governance performance metrics, from workplace diversity to greenhouse gas emissions.
- Last July Republic Services was honored with the National Waste & Recycling Association's 2023 Sustainability Game Changer Award for its Polymer Center, celebrating the facility's innovation approach to plastics circularity. The Polymer Center in Las Vegas is the first in a national network under development to enable greater circularity for rigid plastics and support sustainable packaging, helping customers achieve their sustainability goals. The Indianapolis Polymer Center is expected to be operational in Q1 and later this year we'll begin to ship our PET there!
- In September, Louisville, Colorado became the first municipality in America, and Republic Services first municipal contracted city, to fully convert their collection fleet to Electric.
- Republic entered our fourth year with electric trucks on routes expanding research trucks to 24 markets. It is expected that our Eden Prairie Division will be added to our research markets later in 2025 and we will keep you updated on our progress, challenges, and successes! Republic expects EVs to represent half of its new truck purchases by 2028.

Customer Service Improvement

- 2024 Average Speed to Answer: 1:52
- 2024 Average Handle Time: 4:53

- Peak months have not changed. April and May marks the beginning of Yard waste season. December and January is driven by season holds requests, scheduling of holiday tree pick ups, annual price increases, and holiday schedule confirmations.

- New improvements for 2025:
  - AI – New Technology, See Next slide
  - We're excited to introduce a new form of customer service that allows Maplewood residents the ability to reach out to our dedicated, local staff, at maplewood@republicservices.com. This initiative aims to enhance response times and elevate the overall customer experience. We believe that this added layer of service will help us address inquiries more efficiently and effectively.

Month:	Calls offered	Average speed of Answer	Average handle time	Abandonment
January-24	2695	1:50	4:54	8.70%
February-24	1690	:43	4:51	2.30%
March-24	995	1:23	5:03	5.90%
April-24	2613	2:45	5:05	10.60%
May-24	2418	2:30	5:12	9.10%
June-24	2140	1:54	5:10	6.40%
July-24	2494	1:55	4:57	7.30%
August-24	2019	:53	4:55	3.90%
September-24	1774	1:06	4:45	5.20%
October-24	2188	1:14	4:43	6.20%
November-24	2365	:44	4:29	3.60%
December-24	1854	2:13	4:39	9.00%
TOTAL	25245	Average: 1:52	Average: 4:53	Average: 6.52%

Customer Experience - Focused

- Drive Zeal behaviors in real time through analytics, data, training & coaching
- Insights into Agent:
  - Tone
  - Empathy
  - Active Listening Skills
  - Effective Probing Questions
  - Acknowledging Customer Loyalty
  - Among others…….
- Gain insight into sources of customer dissatisfaction & partner with Area / BU's to help drive change in the organization

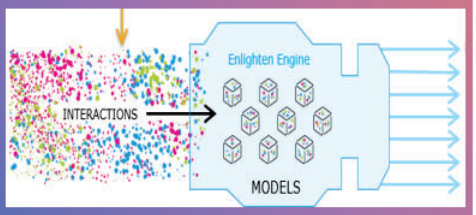
Elevating Customer Interactions - AI

How does this work?

- *Behavioral Models created that can create a metric for a soft skill*
- *Each call is scored at ingest and a metadata field is populated with a numeric score*
- *Calls are given an overall Behavior score and scores for each specific Behavior*
- *Use dashboards to quickly identify Agents to target for coaching*
- *Use Behavioral index scores to identify the soft skill to target during coaching*
- *Measure & Analyze results*

ENLIGHTEN

Predictive Models developed across millions of interactions



Each call is scored for Behaviors

- Demonstrate Ownership
- Active Listening
- Be Empathetic
- Build Rapport
- Set Expectations
- Effective Questioning
- Promote Self Service
- Inappropriate Action
- Acknowledge Loyalty

Models | Enlighten Behavioral Models

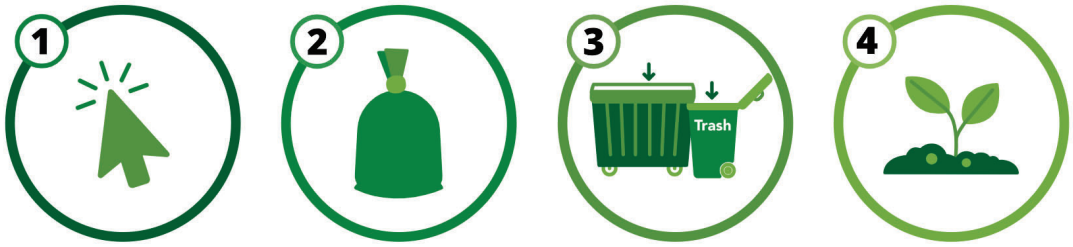
ENLIGHTEN

Objective: Enlighten models are used to identify Soft Skills and Agents for targeted coaching. Instead of selecting a handful of calls for manual review, 100% of calls are scored. Scoring for each call is automated, eliminating bias and building trust in results.

★ Demonstrate Ownership	Reassuring the caller that the representative understands the issue and is ready and able to help.
★ Active Listening	Actively responding in the conversation, and not asking caller to repeat themselves.
★ Be Empathetic	Acknowledging stated issues, and their related impacts/hardships to the caller.
★ Effective Questioning	Asking meaningful questions to explore a caller's experience, issues, and/or opportunities.
Build Rapport	Engaging the caller in general dialog not specific to the reason for contacting to build a personal connection.
Set Expectations	Summarizing actions and next steps, informing the caller of what to expect and/or required actions.
Promote Self-Service	Promoting the availability of self-service options (IVR, Website, App, etc.) where appropriate during an interaction.
Inappropriate Action	Denying a caller's request to transfer the contact, use of inappropriate language, other offensive acts.
Acknowledge Loyalty	Taking a moment to acknowledging the caller's tenure with the organization and showing appreciation for their loyalty.

Food Scraps Pick Up Program

- The Ramsey-Washington food scraps program expanded to all the City of Maplewood on October 9th, 2023; since then, participation has grown to 1,680 households.
- Shann Finwall organized a tour of the R&E facility for the ENR Commission in October. Participants learned how the waste is managed as well as the history and growth of the program.



Order your free supply of food scrap bags.

Once a week or when the bag is full, **tie a single knot** at the top to close the bag.

Place your bag inside your trash cart or dumpster for collection.

Done! The food scraps will be composted.

NPS Survey

- Maplewood survey responses from 2024:

Likelihood to Recommend Explanation Open-End
Reasonable cost and reliable service.

Likelihood to Recommend Explanation Open-End
They are usually always on time, and they never leave a mess. They're very dependable and they let us know when they're not gonna be here. The drivers have been outstanding in my neighborhood.
The drivers have been remarkably polite and helpful. The drivers deserve a lot of credit for fine work!

Likelihood to Recommend Explanation Open-End
Republic Services has been great! Always communicate when holidays affect pickup. Always do a great job. I am extremely satisfied with this great company and will always recommend!!

Likelihood to Recommend Explanation Open-End
No problem with our service

Walk up service update

- In 2024, we partnered with our Customer Service Team to update their knowledge tool, ensuring that agents provide residents with the City's phone number for Walk Up Service inquiries.

- In 2025, we are enhancing this practice further by implementing a system code for customers with City-Approved Walk Up Service, allowing us to track these requests more effectively.

Events

- September 20th, 2024, **Touch a Truck** – Rescheduled due to weather from June 12th and July 4th
- Driver Tony Kromberg and Municipal Administrator Frances attended this fun event. We love seeing kids get excited about our trucks!

- Spring Clean Up: Saturday, April 13, 2024.
- Fall Clean Up Campaign: Republic Services looks forward to participating in the annual Fall Clean Up Campaign! Residents love having the ability to schedule curbside bulk pickups, at a reduced rate, throughout the month of October.

2024 Maplewood Year-End Trash Services Report - Submitted by Republic Services

Collection Service Levels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Year End
20 Gallon EOW	100	100	100	100	100	100	100	100	100	100	100	100	**100**
20 Gallon Weekly	417	416	419	417	414	416	414	411	411	408	414	416	**416**
32 Gallon Weekly	1141	1149	1159	1163	1163	1162	1162	1161	1158	1162	1161	1169	**1169**
65 Gallon Weekly	3448	3440	3434	3434	3427	3446	3438	3427	3404	3404	3434	3436	**3436**
95 Gallon Weekly	3906	3895	3883	3876	3879	3872	3876	3876	3882	3882	3878	3869	**3869**
2/32 Gallon Weekly	5	5	7	5	6	6	6	6	6	6	6	7	**7**
2/65 Gallon Weekly	24	22	25	23	24	24	24	24	24	25	25	25	**25**
2/95 Gallon Weekly	170	170	172	164	166	168	168	164	164	167	167	166	**166**
3/65 Gallon Weekly	2	3	3	3	3	3	3	3	3	3	3	3	**3**
3/95 Gallon Weekly	17	17	19	18	18	17	18	19	17	17	17	17	**17**
4/65 Gallon Weekly	0	0	0	0	0	0	0	0	0	0	0	0	**0**
4/95 Gallon Weekly	17	17	20	18	18	18	17	17	17	17	17	16	**16**
5/95 Gallon Weekly	0	0	0	0	0	0	0	0	0	0	0	0	**0**

Account Information	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Year End
Single family accounts	8,911	8,909	8,907	8,892	8,892	8,899	8,886	8,891	8,899	8,898	8,894	8,673	**8,673**
Townhome/manufactured home accounts	99	99	99	99	99	99	99	99	99	99	99	99	99
Permanent exemptions	145	145	145	145	145	145	145	145	145	145	145	145	145
Walk up services	38	38	36	36	36	35	35	34	33	33	35	34	**34**
Yard waste accounts	1443	1433	1436	1487	1517	1523	1518	1522	1518	1515	1506	1474	**1,474**

Containers in use	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Year End
20 Gallon EOW	100	100	100	100	100	100	100	100	100	100	100	100	**100**
20 Gallon Weekly	417	416	419	417	414	416	414	411	411	408	414	416	**416**
32 Gallon Weekly	1141	1149	1159	1163	1163	1162	1162	1161	1158	1162	1161	1169	**1169**
65 Gallon Weekly	3448	3440	3434	3434	3427	3446	3438	3427	3404	3404	3434	3436	**3436**
95 Gallon Weekly	3906	3895	3883	3876	3879	3872	3876	3876	3882	3882	3878	3869	**3869**
2/32 Gallon Weekly	10	10	14	10	12	12	12	12	12	12	12	14	**14**
2/65 Gallon Weekly	48	44	50	46	48	48	48	48	48	50	50	50	**50**
2/95 Gallon Weekly	340	340	344	328	332	336	336	328	328	334	334	332	**332**
3/65 Gallon Weekly	6	9	9	9	9	9	9	9	9	9	9	9	**9**
3/95 Gallon Weekly	51	51	57	54	54	51	54	57	51	51	51	51	**51**
4/65 Gallon Weekly	0	0	0	0	0	0	0	0	0	0	0	0	**0**
4/95 Gallon Weekly	68	68	80	72	72	72	68	68	68	68	68	64	**64**
5/95 Gallon Weekly	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Total trash carts in use	**9535**	**9522**	**9549**	**9509**	**9510**	**9524**	**9517**	**9497**	**9471**	**9480**	**9511**	**9510**	**9510**

Trash Cart Inventory	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Year End
20 Gallon	76	71	71	71	71	71	71	71	70	70	70	71	**71**
32 Gallon	355	345	323	308	292	289	246	243	337	319	258	239	**239**
65 Gallon	350	337	325	306	291	279	249	244	224	198	161	134	**134**
95 Gallon	340	320	303	275	245	239	207	180	129	88	40	21	**21**

Trash Carts to be Purchased	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Year End
30 gal	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**N/A**
60 gal	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**N/A**
90 gal	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**N/A**

Trash Cart Parts to be Purchased	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Year End
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**N/A**

Trash Cart Warranty Issues	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Year End
20 Gallon	0	0	0	0	0	0	0	0	0	0	0	0	**0**
32 Gallon	4	5	8	9	11	1	3	8	6	1	9	7	**72**
65 Gallon	17	18	12	16	14	13	9	19	16	6	14	8	**162**
95 Gallon	24	22	21	28	36	17	24	33	17	9	12	16	**259**
Total carts	**45**	**45**	**41**	**53**	**61**	**31**	**36**	**60**	**39**	**16**	**35**	**31**	**493**

Trash Cart Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual Total
Volume switches	45	35	26	18	21	14	21	17	16	10	13	22	**258**
Replacement /Repair	31	46	41	72	101	43	58	50	68	41	39	42	**632**
Removal	69	47	24	41	53	36	46	56	61	45	38	56	**572**
Delivery	67	47	48	51	46	38	64	60	63	61	35	57	**637**
Remove yardwaste	2	10	13	8	19	7	10	7	7	2	6	22	**113**

Add yardwaste	0	1	0	29	49	28	17	10	8	1	0	2	**145**
Total Activity	**214**	**186**	**152**	**219**	**289**	**166**	**216**	**200**	**223**	**160**	**131**	**201**	**2357**

Customer Service Phone Calls	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Number of phone calls	2695	1690	995	2613	2418	2140	2494	2019	1774	2188	2365	1854	
Speed to Answer	1:50	:43	1:23	2:45	2:30	1:54	1:55	0:53	1:26	1:14	:44	2:13	
Call abandonment	0:00	80	96	513	436	273	382	127	382	272	144	386	
Handle time average	4:51	4:51	5:03	5:05	5:12	5:10	4:57	4:37	4:45	4:43	4:29	4:39	

Disposal Information in Tons	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual Total
MSW (trash) collected	661.39	578.76	582.85	604.92	790.06	726.52	829.45	759.36	738.62	736.56	678.58	692.72	**8379.79**
Yard waste collected	0	0	0	45.56	77.39	59.3	65.57	56.96	52.62	53.95	85.02	0	**496.37**
Bulk items collected	47	45	71	75	77	79	124	115	92	135	82	68	**1010**
City Clean Up Bulk Items	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	135	N/A	N/A	**N/A**
Tipping Fee per ton RRT Newport	$ 121.00	$ 121.00	$ 121.00	$ 121.00	$ 121.00	$ 121.00	$ 121.00	$ 121.00	$ 121.00	$ 121.00	$ 121.00	$ 121.00	**N/A**

Delinquent Accounts	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total for Year
Total Acounts Past Due	**1,629**	**709**	**2,244**	**1,435**	**1,866**	**751**	**2,066**	**1,360**	**2,347**	**742**	**1,745**	**876**	N/A
30 days past due	$69,691.66	$1,575.85	$109,207.12	$2,385.55	$79,561.15	$4,562.84	$86,468.25	$2,370.09	$105,373.20	$2,969.46	$111,100.07	$3,215.54	N/A
60 days past due	$869.06	$46,920.83	$1,307.09	$56,171.48	$1,558.50	$51,319.07	$1,338.03	$52,515.47	$1,561.96	$53,979.99	$1,829.04	$59,800.37	N/A
90 days past due	$36,092.95	$614.74	$40,575.86	$1,087.05	$34,170.32	$1,244.40	$38,151.40	$646.85	$41,636.55	1170.85	$42,714.98	$1,442.24	N/A
120 days past due	$354.00	$30,553.92	$412.86	$35,059.28	$898.57	$28,272.20	$934.79	$32,139.41	$447.72	$30,015.33	$1,146.41	$36,747.73	N/A
150 days past due	$24,150.55	$319.59	$28,675.20	$412.86	$30,224.42	$810.04	$25,692.80	$574.40	$28,876.26	$375.67	$27,517.80	$1,021.41	N/A
180 days past due	$113.09	$22,152.04	$206.11	$26,101.95	$384.97	$28,665.96	$745.54	$23,569.36	$34.36	$24,364.85	$258.81	$26,403.24	N/A
Total Past Due Dollars	**$131,271.31**	**$102,136.97**	**$180,384.24**	**$121,218.17**	**$146,797.93**	**$114,874.51**	**$153,330.81**	**$111,815.58**	**$177,930.05**	**$112,876.15**	**$184,567.11**	**$128,630.53**	N/A
Written off Accounts	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Written off Funds	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	$0.00
Customer Complaints/Compliments	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Annual Total**
General Inquiry-Complaint	21	23	17	16	30	43	43	32	34	27	48	50	**384**
General Inquiry-Compliment	0	0	0	0	1	0	0	0	0	0	0	0	**1**
Type of Safety and Accidents	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Annual Total**
	0	0	0	0	0	0	0	0	0	0	0	0	**0**

City Wide Clean Up Oct	Tons/QTY
Total Bulk Collections (Electronics/Appliance & Home Bulks)	135
Electronics	5
Homes Bulks serviced	110
Homes Appliance	20

Trash Trucks (All year round)	Gallons per week	Miles per week
2457	157	422
2447	142	361
2448	160	526

Per Michelle G 01/15/2025

Compost Trucks (April through November)	Gallons per week	Miles per week
2439	176	407

Per Michelle G 01/15/2025

REPUBLIC SERVICES

Maplewood

2025 Trash and Yard Waste Collection Work Plan

Republic Services submits an annual work plan outlining key priorities for residential trash and yard waste system improvements, including customer service improvements based on the net promoter scores, household audits (as needed), and proposed improvements to the Spring Clean-Up and Fall Clean-Up Campaigns. The work plan is incorporated into the trash and yard waste contract by reference once it is approved by the City Council.

1. **Events:**

   a. **State of the City:** Republic Services will have representatives at the March 19, 2025, State of the City event held at the Maplewood Community Center/YMCA. The event is an opportunity to network with City leaders and community members.

   b. **Spring Clean Up:** Per the trash and yard waste contract, Republic Services will serve as the main contractor at the annual Spring Clean Up event where residents can dispose/recycle bulky items at Aldrich Arena (1850 White Bear Avenue). The Spring Clean Up is scheduled for Saturday, May 3, 2025.

   c. **Touch a Truck:** Republic Services will attend the City's annual Touch a Truck event. The exact date of the event to be announced soon, but will be held in the summer or fall of 2025.

   d. **Fall Clean Up Campaign:** Per the trash and yard waste contract, Republic Services will participate in the annual Fall Clean Up Campaign where residents can schedule reduced rate curbside bulky item collection throughout the month of October.

2. **Park Solid Waste Improvement Pilot Project:** As part of the City's 2025 SCORE Recycling Work Plan Wakefield Park will serve as a pilot park for recycling and solid waste improvements. Republic Services will work with the City and the City's residential recycling contractor Tennis Sanitation to make solid waste improvements in Wakefield Park. Improvements could include right-sizing trash dumpsters, monthly park dumpster reports, and educational signage and outreach.

3. **Education Tags:** Republic Services will work with the City to update the education tags which are left on carts to ensure proper handling of solid waste. Updates to include options for translation of the education tags via QR codes and more pictures or graphics to enhance education.

4. **Billing:**

   a. **Yard Waste Billing:** Residents can opt into the City's yard waste collection. Republic Services collects the yard waste once a week from April 1 through November 30. Weekly collection includes one 95-gallon yard waste cart and up to five compostable bags of yard waste. The 2025 cost of yard waste collection is $146. Republic Services adds the entire cost to residents' March trash bills, with no option for pro-rated billing for residents that opt in mid-year or for monthly billing. In 2025 Republic Services should review options for pro-rated and monthly billing of yard waste collection and report to

the City on the feasibility of those options during the annual Pay as You Throw trash rate review in August.

b. **Late Fees:** The residential trash contract with Republic Services was extended with a new contract term of January 1, 2025 to June 30, 2027. The updated contract outlines new late fee charges for trash billing. Previously Republic Services could add an 8 percent late fee to past due trash bills. The updated contract species Republic Services can add a $5 per month late fee for bills that are over 30 days past due. Republic Services should submit a summary of the new late fee process to the City during the annual trash bill assessment process which begins in September.

5. **Food Scraps Pick Up Program:** Coordinate with Ramsey County on the following where feasible:

   a. **Education and Outreach:** Include information on the food scraps pick up program in bills or other education and outreach opportunities.

   b. **Metrics:** Obtain information on the number of Maplewood households participating in the food scraps pick up program, and the amount of food scraps collected yearly.

6. **Tour:** Coordinate a tour of the new Ramsey County Environmental Service Center scheduled to open April 1, 2025. Located in Roseville, the year-round facility will have household hazardous waste drop off; electronics, food scraps and general recycling; and a free product reuse room.

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CITY COUNCIL STAFF REPORT

Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Joe Rueb, Finance Director

PRESENTER: Joe Rueb, Finance Director

AGENDA ITEM: Approval of Claims

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

Policy Issue:

The City Manager has reviewed the bills and authorized payment in accordance with City Council policies.

Recommended Action:

Motion to approve the approval of claims.

ACCOUNTS PAYABLE:

$	241,476.55	Checks # 123095 thru # 123138 dated 5/13/25
$	301,187.67	Checks # 123139 thru # 123170 dated 5/20/25
$	485,775.35	Disbursements via debits to checking account dated 5/05/25 thru 5/18/25
$	1,028,439.57	Total Accounts Payable

PAYROLL

$	760,378.050	Payroll Checks and Direct Deposits dated 05/09/25
$	760,378.05	Total Payroll
$	1,788,817.62	GRAND TOTAL

Background

A detailed listing of these claim has been provided. 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

1. Listing of Paid Bills

Check Register
City of Maplewood

Check	Date	Vendor	Description	Amount
123095	5/13/2025	100 ANCOM	RADIO HEADSETS FOR PSCV	$ 5,300.00
123096	5/13/2025	1769 BARNETT WHITE BEAR	SERVICE FOR SQUAD UNIT 904	115.50
123097	5/13/2025	7214 BAUER BUILT TIRE & SERVICE	SPECIAL ORDER TIRES FOR PUBLIC SAFETY	193.80
123098	5/13/2025	2120 CAPRA'S UTILITIES INC	SANITARY SEWER REPAIR - 1100 FENTON	8,475.00
	5/13/2025	2120 CAPRA'S UTILITIES INC	SANITARY SEWER REPAIR - 1423 SANDHURST AVE E	8,475.00
123099	5/13/2025	279 CEMSTONE PRODUCTS CO., INC.	BITUMINOUS MATERIAL - PATCHING	234.09
	5/13/2025	279 CEMSTONE PRODUCTS CO., INC.	BITUMINOUS MATERIAL - PATCHING	60.75
	5/13/2025	279 CEMSTONE PRODUCTS CO., INC.	BITUMINOUS MATERIAL - PATCHING	405.00
	5/13/2025	279 CEMSTONE PRODUCTS CO., INC.	BITUMINOUS MATERIAL - PATCHING	316.55
	5/13/2025	279 CEMSTONE PRODUCTS CO., INC.	BITUMINOUS MATERIAL - PATCHING	203.76
123100	5/13/2025	6030 CENTENNIAL FLOORING	PD HALLWAY CARPET	4,380.00
123101	5/13/2025	3874 COMMERCIAL FURNITURE SERVICES	COUNTER AND SHELVING FOR WELLNESS ROOM	759.60
123102	5/13/2025	6320 COMPANION ANIMAL CONTROL	APRIL 2025 - ANIMAL CONTROL SERVICES	394.20
123103	5/13/2025	5229 COVERT TRACK GROUP INC.	TRACKING SERVICE FOR INVESTIGATIONS - ANNUAL	2,400.00
123104	5/13/2025	464 EMERGENCY AUTOMOTIVE TECH, INC	PSA CARGORAXX FOR SQUAD 955	1,751.30
	5/13/2025	464 EMERGENCY AUTOMOTIVE TECH, INC	LIGHTS FOR DODGE DURANGO	495.81
123105	5/13/2025	5577 GERTENS	SOCCER FIELD MAINTENANCE MATERIALS	4,435.40
123106	5/13/2025	5313 GRAPHIC DESIGN, INC.	BUSINESS CARDS	251.77
	5/13/2025	5313 GRAPHIC DESIGN, INC.	BUSINESS CARDS	192.37
	5/13/2025	5313 GRAPHIC DESIGN, INC.	BUSINESS CARDS	157.30
123107	5/13/2025	6369 GREAT RIVER OFFICE PRODUCTS	STANDING DESK INSTALLATION	200.50
123108	5/13/2025	7213 GUSTAFSON EXCAVATING, INC.	MOOSE LODGE DEMOLITION 1946 ENGLISH ST.	110,214.56
123109	5/13/2025	6009 HEALTHCALL, LLC	PARAMEDIC SOFTWARE - APRIL 2025	1,070.00
123110	5/13/2025	6311 HEIMAN FIRE EQUIPMENT	SUSPENDERS & NAME PLATE FOR TURNOUT JACKET	569.79
123111	5/13/2025	7013 KEITH P. STREFF	DANGEROUS DOG CN #25-009881	200.00
123112	5/13/2025	827 L M C I T	WC CLAIM #00511422	217.55
	5/13/2025	827 L M C I T	WC CLAIM #00516005	592.25
	5/13/2025	827 L M C I T	WC CLAIM #00516243	574.18
	5/13/2025	827 L M C I T	WC CLAIM #00516244	311.82
123113	5/13/2025	846 LANGUAGE LINE SERVICES	APRIL - PHONE INTERPRETIVE SERVICES	915.90
123114	5/13/2025	7202 LEXISNEXIS RISK DATA MANAGEMENT LLC	APRIL 2025 - ACCURINT SERVICES	666.67
123115	5/13/2025	5425 LHB INC.	CONSULTANT SERVICES THRU 3/28/2025	3,800.00
123116	5/13/2025	917 MACQUEEN EMERGENCY	NEW HOSE FOR FIRE ENGINE	8,078.49
123117	5/13/2025	5222 MARTIN-MCALLISTER	PUBLIC SAFETY ASSESSMENTS x 5	3,250.00
123118	5/13/2025	6120 MIKE MCPHILLIPS, INC.	SERVICE ON STREET SWEEPER UNIT 703	4,148.38
123119	5/13/2025	4783 MINNESOTA STATE COLLEGES AND UNIVERSITIES	PIT TRAINING	1,290.00
123120	5/13/2025	396 MN DEPT OF PUBLIC SAFETY	FINGERPRINT BACKGROUND FEE	200.00
123121	5/13/2025	6257 NINE NORTH	APRIL 2025 AV SERVICES - MONTHLY	1,378.00
123122	5/13/2025	1 ONE TIME VENDOR	SANITARY SEWER REPAIR - 768 ROSELAWN AVE	9,785.00
123123	5/13/2025	6111 QUADIENT FINANCE USA, INC.	POSTAGE - CITY HALL POSTAGE MACHINE	1,500.00
123124	5/13/2025	2632 SERVICE MASTER	MAY 2025 - CLEANING SERVICES	202.62
123125	5/13/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	292.35
	5/13/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	152.87
	5/13/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	68.78
	5/13/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	207.28
	5/13/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	123.19
	5/13/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	68.78
	5/13/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	40.50
	5/13/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	48.14
123126	5/13/2025	449 TYLER TECHNOLOGIES INC	TYLER EERP ASSISTANCE - MAR 2025	1,400.00
123127	5/13/2025	5826 ENVISIO SOLUTIONS INC.	ENVISIO YEARLY SOFTWARE SUBSCRIPTION 2025	12,281.52
123128	5/13/2025	5312 ENVUE TELEMATICS, LLC	GEO TAB PRO PLAN - MAY 2025 FEE	624.00
123129	5/13/2025	585 GOPHER STATE ONE-CALL	APRIL 2025 - NET BILLABLE CALL TICKETS	919.35
123130	5/13/2025	687 HUGO'S TREE CARE INC	ASH REMOVAL - 2457 E 7TH ST	2,250.00
	5/13/2025	687 HUGO'S TREE CARE INC	ASH REMOVAL - 1083 STERLING ST N	1,572.50

Check Register
City of Maplewood

Check	Date	Vendor		Description	Amount
123131	5/13/2025	7095	JAYNE FRAHM	PLAN REVIEW SERVICES APRIL	480.00
123132	5/13/2025	6084	LINCOLN FINANCIAL GROUP	MONTHLY PREMIUM - APRIL 2025	10,748.99
123133	5/13/2025	875	LOFFLER COMPANIES, INC.	FEBRUARY 2025 - CANON MFP USAGE COSTS	851.09
123134	5/13/2025	532	MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEES - APRIL 2025	244.05
123135	5/13/2025	5353	MANSFIELD OIL CO	CONTRACT GASOLINE - MAY 2025	11,589.48
	5/13/2025	5353	MANSFIELD OIL CO	CONTRACT DIESEL - MAY 2025	7,565.77
123136	5/13/2025	393	MN DEPT OF LABOR & INDUSTRY	SOUTH STATION PRESSURE VESSELS	20.00
123137	5/13/2025	5670	PETERSON COUNSELING AND CONSULTING LLC	APRIL 2025 - COUNSELING SERVICES	1,585.00
123138	5/13/2025	1337	RAMSEY COUNTY-PROP REC & REV	MARCH 2025 - POLICE FIELD OPS BILLING	180.00
		44	**Checks in this report.**		$ 241,476.55

Check Register
City of Maplewood

Check	Date	Vendor		Description	Amount
123139	5/20/2025	43	ADAM'S PEST CONTROL INC	MOSQUITO & TICK PREVENTION AT THE TRAINING CENTER	$ 90.00
	5/20/2025	43	ADAM'S PEST CONTROL INC	MOSQUITO & TICK PREVENTION AT SOUTH FIRE STATION	90.00
123140	5/20/2025	5559	AL TECHNOLOGIES, LLC	MAY 2025 - MONTHLY RECURRING CHARGES	415.14
123141	5/20/2025	194	BITUMINOUS ROADWAYS, INC.	CITY PROJ 22-16: APPLICATION FOR PAYMENT NO. 8	19,878.96
123142	5/20/2025	279	CEMSTONE PRODUCTS CO., INC.	RECYCLED BASE - HAZELWOOD PARK STORM	114.10
123143	5/20/2025	1175	CITY OF NORTH ST PAUL	APRIL - MONTHLY UTILITIES	3,354.06
123144	5/20/2025	1771	CITY OF WHITE BEAR LAKE	VIN #7755 TAB RENEWAL	16.25
123145	5/20/2025	5514	COIT COMMERCIAL SERVICES	CARPET & HVAC CLEANING SERVICE	2,549.00
	5/20/2025	5514	COIT COMMERCIAL SERVICES	CARPET CLEANING SERVICES - SOUTH STATION	495.00
123146	5/20/2025	464	EMERGENCY AUTOMOTIVE TECH, INC	(PSA) PARTS FOR 2025 FORD EXPL. ADMIN BUILD	6,488.13
123147	5/20/2025	6484	EMS MANAGEMENT & CONSULTANTS	EMS BILLING - APRIL 2025	8,740.66
123148	5/20/2025	7183	HUMANA INSURANCE CO.	MONTHLY PREMIUM - MAY 2025	561.76
123149	5/20/2025	2137	KENNEDY & GRAVEN CHARTERED	ATTORNEY FEES - MARCH 2025	14,627.40
123150	5/20/2025	6104	LEGACY SORBENTS & SUPPLY CO.	11 CONTAINERS OF FLOOR DRY	220.00
123151	5/20/2025	7035	LOCKRIDGE GRINDAL NAUEN P.L.L.P.	PROFESSIONAL SERVICES - MAY 2025	3,333.33
123152	5/20/2025	7004	NICK DANLEY	SITE MANAGER 05/02/2025	467.42
123153	5/20/2025	1	ONE TIME VENDOR	2025 REIMBURSEMENT FOR RAIN GARDEN SET-UP MAINT.	1,852.10
123154	5/20/2025	1	ONE TIME VENDOR	SANITARY SEWER REPAIR - 1880 FURNESS ST	11,772.73
123155	5/20/2025	5817	PALE BLUE DOT LLC	GHG ASSESSMENT	3,250.00
123156	5/20/2025	198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY - HYDRANT	256.09
123157	5/20/2025	6441	SWITS, LTD	TRANSLATION SERVICES	201.52
	5/20/2025	6441	SWITS, LTD	TRANSLATION SERVICES	100.30
123158	5/20/2025	6107	TOKLE INSPECTIONS, INC.	ELECTRICAL INSPECTIONS - APR 2025	6,852.24
123159	5/20/2025	5663	TRANS UNION LLC	APRIL CREDIT REPORT SERVICES	81.11
123160	5/20/2025	6485	TRUEPOINT SOLUTIONS	ON-CALL SUPPORT APRIL 2025	6,022.50
123161	5/20/2025	5931	TRUGREEN PROCESSING CENTER	LAWN TREATMENT FOR FIRE STATION LOCATIONS	366.86
123162	5/20/2025	6129	VENDNOVATION, LLC	2025 LICENSE FOR EMS REPORTING/SUPPORT	1,200.00
123163	5/20/2025	5805	AXON ENTERPRISE, INC.	OSP 7 PLUS SUBSCRIPTION - APPROVED by COUNCIL 4/14	166,531.61
123164	5/20/2025	283	CENTURY COLLEGE	LIVE BURN 1403 COURSE - 2 FFs	700.00
123165	5/20/2025	687	HUGO'S TREE CARE INC	ASH REMOVAL - 1051 MARY ST	1,787.50
	5/20/2025	687	HUGO'S TREE CARE INC	JOY PARK WHITE OAK REMOVAL 2700 LAKE BLVD OAK WILT	3,860.00
123166	5/20/2025	5598	KELLY & LEMMONS, P.A.	PROSECUTION SERVICES - APRIL	17,245.00
123167	5/20/2025	393	MN DEPT OF LABOR & INDUSTRY	BUILDING PERMIT STATE SURCHARGE - APRIL 2025	3,589.11
123168	5/20/2025	1202	NYSTROM PUBLISHING CO INC	MAY 2025 MAPLEWOOD LIVING	8,687.31
123169	5/20/2025	1190	XCEL ENERGY	FIRES SIRENS	60.27
	5/20/2025	1190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,367.83
123170	5/20/2025	1805	ZIEGLER INC.	PARTS AND REPAIRS FOR LOADER UNIT 717	2,889.89
	5/20/2025	1805	ZIEGLER INC.	PARTS AND REPAIR FOR ROLLER UNIT 708	35.65
	5/20/2025	1805	ZIEGLER INC.	PARTS AND REPAIR FOR BACKHOE UNIT 710	36.84
		32	**Checks in this report.**		$ 301,187.67

CITY OF MAPLEWOOD
Disbursements via Debits to Checking Account

Settlement Date	Payee	Description	Amount
5/9/2025	Creating Healthy Communities	PR - Employee Contributions	$ 47.20
5/5/2025	Delta Dental	Dental Premium	3,097.93
5/13/2025	Delta Dental	Dental Premium	2,531.32
5/12/2025	Empower - State Plan	PR - Deferred Compensation	57,487.00
5/9/2025	ICMA (Vantagepointe)	PR - Deferred Compensation	7,375.00
5/9/2025	ICMA (Vantagepointe)	Retiree Health Savings	1,190.00
5/9/2025	Labor Unions	Union Dues	4,272.39
5/9/2025	MidAmerica	HRA Flex Plan - AUL	15,410.87
5/12/2025	MN Dept of Revenue	PR - State Payroll Tax	33,234.61
5/9/2025	Optum Health	DCRP & Flex Plan Payments	1,855.47
5/16/2025	Optum Health	DCRP & Flex Plan Payments	2,437.35
5/9/2025	P.E.R.A.	PR - P.E.R.A.	168,696.42
5/9/2025	U.S. Treasurer	PR - Federal Payroll Tax	132,310.87
5/9/2025	US Bank VISA One Card*	Purchasing Card Items	55,828.92
			$ 485,775.35

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
4/25/2025	4/28/2025	SHARROW LIFTING PRODUCTS	$ 87.22	DAVE ADAMS
4/29/2025	5/1/2025	MENARDS 3385	99.97	DAVE ADAMS
4/19/2025	4/21/2025	QR-CODES.COM	29.99	CHAD BERGO
4/18/2025	4/21/2025	MN RECREATION AND PARK A	620.00	NEIL BRENEMAN
4/21/2025	4/23/2025	SAMS CLUB #6309	(25.74)	NEIL BRENEMAN
4/24/2025	4/25/2025	TARGET 00011858	18.79	NEIL BRENEMAN
5/1/2025	5/2/2025	EPIC SPORTS	625.06	NEIL BRENEMAN
4/23/2025	4/24/2025	CINTAS CORP	716.97	TROY BRINK
4/23/2025	4/25/2025	THE HOME DEPOT #2801	41.86	TROY BRINK
4/30/2025	5/1/2025	ARBORWEAR LLC	336.11	TROY BRINK
4/30/2025	5/1/2025	CINTAS CORP	511.42	TROY BRINK
4/21/2025	4/22/2025	FLEET FARM 2700	23.91	BRENT BUCKLEY
4/25/2025	4/28/2025	MENARDS 3385	61.30	BRENT BUCKLEY
4/18/2025	4/21/2025	PIONEER PRESS CIRC	14.00	DANIEL BUSACK
4/23/2025	4/24/2025	MICHAELS STORES 2744	38.98	DANIEL BUSACK
4/27/2025	4/28/2025	UBER *TRIP	112.68	DANIEL BUSACK
4/29/2025	4/29/2025	UBER *TRIP	47.55	DANIEL BUSACK
4/29/2025	4/29/2025	UBER *TRIP	46.40	DANIEL BUSACK
5/1/2025	5/2/2025	UBER *TRIP	60.82	DANIEL BUSACK
5/1/2025	5/2/2025	UBER *TRIP	15.00	DANIEL BUSACK
4/23/2025	4/25/2025	MENARDS OAKDALE MN	3.58	SCOTT CHRISTENSON
4/25/2025	4/28/2025	PLAZA TV & APPLIANCE INC	2,153.05	SCOTT CHRISTENSON
4/17/2025	4/21/2025	EVEREST EMERGENCY VEHICLE	139.75	BRAD DAVISON
4/17/2025	4/21/2025	EVEREST EMERGENCY VEHICLE	1,223.05	BRAD DAVISON
4/24/2025	4/25/2025	CUMMINS INC - E4	959.48	BRAD DAVISON
4/28/2025	4/29/2025	CUMMINS INC - E4	(959.48)	BRAD DAVISON
4/28/2025	4/29/2025	SQ *A.S.A.P. DOOR CO, INC	575.00	BRAD DAVISON
4/28/2025	4/29/2025	CUMMINS INC - E4	2,483.56	BRAD DAVISON
4/29/2025	4/30/2025	CPSE.STORE-WOOCOMMERCE	245.00	BRAD DAVISON
5/1/2025	5/2/2025	FROGGY'S FOG	1,649.99	BRAD DAVISON
5/1/2025	5/2/2025	OPENAI *CHATGPT SUBSCR	20.00	BRAD DAVISON
4/29/2025	4/30/2025	NATIONAL WWII MUSEUM TIC	37.80	MICHAEL DUGAS
4/23/2025	4/24/2025	OAKDALE RENTAL CENTER	479.00	DOUG EDGE
4/24/2025	4/25/2025	OAKDALE RENTAL CENTER	319.00	DOUG EDGE
4/23/2025	4/24/2025	IIMC	135.00	CHRISTINE EVANS
4/23/2025	4/25/2025	SHI INTERNATIONAL CORP	1,854.00	MYCHAL FOWLDS
4/29/2025	4/30/2025	COMCAST CABLE COMM	16.24	MYCHAL FOWLDS
4/30/2025	5/1/2025	OPENAI *CHATGPT SUBSCR	20.00	MYCHAL FOWLDS
4/30/2025	5/1/2025	AMAZON MKTPL*LT5A505U3	80.88	MYCHAL FOWLDS
5/1/2025	5/2/2025	VZWRLSS*APOCC VISB	678.17	MYCHAL FOWLDS
4/23/2025	4/24/2025	OPENAI *CHATGPT SUBSCR	20.00	NICK FRANZEN
4/24/2025	4/24/2025	WASABI TECHNOLOGIES	121.62	NICK FRANZEN
4/30/2025	5/1/2025	CDW GOVT #AD86L6F	306.12	NICK FRANZEN
4/18/2025	4/21/2025	FLEET FARM 2700	29.58	DAVID FRIBERG
4/22/2025	4/24/2025	THE HOME DEPOT #2801	60.25	DAVID FRIBERG
4/24/2025	4/25/2025	HOLIDAY STATIONS 3519	29.25	TONY GABRIEL
5/1/2025	5/2/2025	AMAZON MKTPL*O06CZ3633	16.99	ALEX GERONSIN
4/18/2025	4/21/2025	AIRGAS - NORTH	396.09	MICHAEL HAGEN
4/22/2025	4/23/2025	ASPEN MILLS	2,258.67	MICHAEL HAGEN
4/23/2025	4/24/2025	AMAZON MKTPL*442T27753	31.98	MICHAEL HAGEN
4/29/2025	4/30/2025	AMAZON MKTPL*NB5EA85M2	11.99	MICHAEL HAGEN
4/30/2025	5/1/2025	AMAZON RETA* 872J22KB3	19.78	MICHAEL HAGEN
4/30/2025	5/1/2025	AMAZON RETA* N26BL72V1	81.99	MICHAEL HAGEN

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
4/30/2025	5/1/2025	AMAZON MKTPL*EW1AD74B3	23.99	MICHAEL HAGEN
5/1/2025	5/2/2025	AMAZON MKTPLACE PMTS	(21.99)	MICHAEL HAGEN
4/28/2025	4/29/2025	MIKES LP GAS INC	26.25	JODI HALWEG
4/17/2025	4/21/2025	THE HOME DEPOT #2801	5.73	TAMARA HAYS
4/18/2025	4/21/2025	SP US-KEENFOOTWEAR	157.28	TAMARA HAYS
4/19/2025	4/21/2025	ULINE *SHIP SUPPLIES	233.95	TAMARA HAYS
4/21/2025	4/22/2025	AMAZON MKTPL*H16HP80A3	26.98	TAMARA HAYS
4/22/2025	4/23/2025	SITEONE LANDSCAPE SUPPLY,	112.20	TAMARA HAYS
4/22/2025	4/23/2025	SITEONE LANDSCAPE SUPPLY,	2.52	TAMARA HAYS
4/22/2025	4/24/2025	MENARDS 3385	2.78	TAMARA HAYS
4/23/2025	4/24/2025	NRPA OPERATING	120.00	TAMARA HAYS
4/24/2025	4/24/2025	ULINE *SHIP SUPPLIES	1,264.62	TAMARA HAYS
4/27/2025	4/28/2025	AMAZON RETA* NB9790Z82	59.92	TAMARA HAYS
4/27/2025	4/28/2025	AMAZON RETA* I03XU76L3	204.96	TAMARA HAYS
4/27/2025	4/28/2025	AMAZON MKTPL*5O4G61BI3	56.99	TAMARA HAYS
4/29/2025	4/30/2025	ULINE *SHIP SUPPLIES	567.59	TAMARA HAYS
4/30/2025	5/1/2025	GRUBERS POWER EQUIPMEN	49.98	TAMARA HAYS
4/17/2025	4/21/2025	THE HOME DEPOT #2801	25.97	GARY HINNENKAMP
4/29/2025	5/2/2025	THE HOME DEPOT #2801	62.62	GARY HINNENKAMP
4/21/2025	4/22/2025	NTE 5413	113.99	MICHAEL HOEMKE
4/29/2025	4/30/2025	SQ *CITY OF MAPLEWOOD	1.00	CARL JACOBSON
4/17/2025	4/21/2025	DALCO ENTERPRISES	1,179.07	DAVID JAHN
4/18/2025	4/23/2025	WWW.DALCOONLINE.COM	619.00	DAVID JAHN
4/18/2025	4/21/2025	NARDINI FIRE EQUIPMENT	1,040.50	MEGHAN JANASZAK
4/18/2025	4/21/2025	NARDINI FIRE EQUIPMENT	924.50	MEGHAN JANASZAK
4/28/2025	4/29/2025	AMAZON RETA* ZF6722XU3	369.99	MEGHAN JANASZAK
4/30/2025	5/1/2025	AMAZON MARK* 4975A7VE3	76.75	MEGHAN JANASZAK
4/30/2025	5/1/2025	AMAZON RETA* NB2A042I2	5.96	MEGHAN JANASZAK
4/30/2025	5/1/2025	AMAZON MARK* NB7YK1S32	77.49	MEGHAN JANASZAK
4/17/2025	4/22/2025	CK HOLIDAY # 03519	37.91	BARB JOHNSON
4/21/2025	4/22/2025	AMAZON MARK* QU36W78N3	86.73	BARB JOHNSON
4/23/2025	4/24/2025	CUB FOODS #1599	239.90	BARB JOHNSON
4/23/2025	4/24/2025	SAMS CLUB #6309	200.99	BARB JOHNSON
4/30/2025	5/1/2025	CUB FOODS #1599	38.93	BARB JOHNSON
4/30/2025	5/1/2025	COSTCO WHSE #1021	446.04	BARB JOHNSON
5/1/2025	5/2/2025	CUB FOODS #1599	178.89	BARB JOHNSON
4/25/2025	4/28/2025	DEPARTMENT OF LABOR AND I	85.00	RANDY JOHNSON
4/28/2025	4/29/2025	SITEONE LANDSCAPE SUPPLY,	120.89	DON JONES
4/28/2025	4/29/2025	SITEONE LANDSCAPE SUPPLY,	120.89	TIM JORDAN
4/18/2025	4/21/2025	AMAZON RETA* 539JO6PJ3	3,000.00	LOIS KNUTSON
4/18/2025	4/21/2025	AMAZON RETA* UB2DV34R3	3,000.00	LOIS KNUTSON
4/18/2025	4/21/2025	AMAZON RETA* IF7LU8213	1,125.00	LOIS KNUTSON
4/19/2025	4/21/2025	ODP BUS SOL LLC# 106869	32.95	LOIS KNUTSON
4/21/2025	4/23/2025	ODP BUS SOL LLC# 106869	151.71	LOIS KNUTSON
4/22/2025	4/23/2025	AMAZON MKTPL*IK0I53BL3	9.74	LOIS KNUTSON
4/23/2025	4/24/2025	CUB FOODS #1599	46.91	LOIS KNUTSON
4/23/2025	4/25/2025	CHICK-FIL-A #03681	323.50	LOIS KNUTSON
4/24/2025	4/25/2025	SAMSCLUB #6309	286.20	LOIS KNUTSON
4/24/2025	4/25/2025	SAMS CLUB #6309	11.94	LOIS KNUTSON
4/30/2025	5/1/2025	OPENAI *CHATGPT SUBSCR	20.00	LOIS KNUTSON
4/30/2025	5/1/2025	STERICYCLE, INC	194.16	LOIS KNUTSON
5/1/2025	5/2/2025	BLUE BRICKS BAR AND EATER	47.50	GINA KUCHENMEISTER
5/1/2025	5/2/2025	AUTOZONE #3159	53.92	GINA KUCHENMEISTER

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
4/24/2025	4/24/2025	ULINE *SHIP SUPPLIES	76.50	JASON KUCHENMEISTER
4/28/2025	4/29/2025	AMAZON MKTPL*NB5TO3AU2	398.94	JASON KUCHENMEISTER
4/30/2025	5/1/2025	OPENAI *CHATGPT SUBSCR	20.00	STEVE LOVE
4/21/2025	4/21/2025	AMAZON MKTPL*IL4WD6S83	19.77	MICHAEL MALESKI
4/21/2025	4/22/2025	AMAZON MKTPL*U88AW7AF3	159.93	MICHAEL MALESKI
4/28/2025	4/29/2025	AMAZON MKTPL*6M6VY5NK3	366.74	MICHAEL MALESKI
4/28/2025	4/29/2025	PIONEER PRESS CIRC	18.72	MIKE MARTIN
4/18/2025	4/21/2025	BOUND TREE MEDICAL LLC	1,252.61	BRAD MCGEE
4/19/2025	4/21/2025	COSTCO WHSE #1021	96.31	BRAD MCGEE
4/24/2025	4/28/2025	THE HOME DEPOT #2801	21.90	BRENT MEISSNER
4/30/2025	4/30/2025	OPENAI *CHATGPT SUBSCR	20.00	MICHAEL MONDOR
4/22/2025	4/22/2025	AMAZON MKTPL*CU0FI5XA3	103.29	JOHANNA MOUTON
5/1/2025	5/2/2025	OPENAI *CHATGPT SUBSCR	20.00	JOHANNA MOUTON
4/18/2025	4/21/2025	SAFE-FAST(MW)	(18.95)	JOHN NAUGHTON
4/18/2025	4/21/2025	MENARDS 3385	24.99	JORDAN ORE
4/17/2025	4/21/2025	HILTON BALTIMORE	222.08	DANETTE PARR
4/18/2025	4/21/2025	FLEETPRIDE570	4,394.50	STEVEN PRIEM
4/21/2025	4/22/2025	FACTORY MOTOR PARTS (19)	(280.80)	STEVEN PRIEM
4/21/2025	4/22/2025	FLEETPRIDE570	(2,200.00)	STEVEN PRIEM
4/21/2025	4/22/2025	KENS AUTO REPAIR LLC	95.91	STEVEN PRIEM
4/21/2025	4/22/2025	FACTORY MOTOR PARTS (19)	7.04	STEVEN PRIEM
4/21/2025	4/22/2025	FACTORY MOTOR PARTS (19)	2.64	STEVEN PRIEM
4/21/2025	4/22/2025	FACTORY MOTOR PARTS (19)	139.09	STEVEN PRIEM
4/22/2025	4/24/2025	MENARDS 3385	4.65	STEVEN PRIEM
4/28/2025	4/29/2025	POMPS TIRE 021	1,580.00	STEVEN PRIEM
4/28/2025	4/29/2025	EMERGENCY AUTOMOTIVE TECH	260.64	STEVEN PRIEM
4/29/2025	4/30/2025	APPLE FORD WHITE BEAR LAK	217.40	STEVEN PRIEM
4/29/2025	4/30/2025	FACTORY MOTOR PARTS (19)	50.80	STEVEN PRIEM
4/29/2025	4/30/2025	FACTORY MOTOR PARTS (19)	10.56	STEVEN PRIEM
4/29/2025	4/30/2025	FACTORY MOTOR PARTS (19)	43.84	STEVEN PRIEM
4/29/2025	4/30/2025	FACTORY MOTOR PARTS (19)	3.52	STEVEN PRIEM
4/30/2025	5/1/2025	BOYER FORD TRUCKS	1,111.05	STEVEN PRIEM
4/30/2025	5/1/2025	APPLE FORD WHITE BEAR LAK	1,546.72	STEVEN PRIEM
4/30/2025	5/1/2025	MIDWEST HASTINGS	528.00	STEVEN PRIEM
5/1/2025	5/2/2025	APPLE FORD WHITE BEAR LAK	(1,503.28)	STEVEN PRIEM
5/1/2025	5/2/2025	METRO PRODUCTS LLC	165.22	STEVEN PRIEM
5/1/2025	5/2/2025	FACTORY MOTOR PARTS (19)	62.80	STEVEN PRIEM
5/1/2025	5/2/2025	FACTORY MOTOR PARTS (19)	156.00	STEVEN PRIEM
4/23/2025	4/23/2025	AMAZON RETA* 628O58I43	179.94	MICHAEL RENNER
4/25/2025	4/25/2025	AMAZON MARK* 2A1UW9LR3	189.91	MICHAEL RENNER
4/18/2025	4/21/2025	SITEONE LANDSCAPE SUPPLY,	(0.01)	AUDRA ROBBINS
4/18/2025	4/21/2025	SITEONE LANDSCAPE SUPPLY,	(0.01)	AUDRA ROBBINS
4/18/2025	4/21/2025	SITEONE LANDSCAPE SUPPLY,	(0.01)	AUDRA ROBBINS
4/18/2025	4/21/2025	SITEONE LANDSCAPE SUPPLY,	(0.01)	AUDRA ROBBINS
4/18/2025	4/21/2025	ON SITE SANITATION INC	1,411.45	AUDRA ROBBINS
4/19/2025	4/21/2025	AMAZON MKTPL*NZ6NV6M93	52.20	AUDRA ROBBINS
4/22/2025	4/22/2025	AMAZON MARK* KV2221CV3	52.48	AUDRA ROBBINS
4/23/2025	4/25/2025	THE HOME DEPOT #2801	33.95	AUDRA ROBBINS
4/24/2025	4/25/2025	CINTAS CORP	93.13	AUDRA ROBBINS
4/25/2025	4/28/2025	MN RECREATION AND PARK A	175.00	AUDRA ROBBINS
4/25/2025	4/28/2025	ON SITE SANITATION INC	87.42	AUDRA ROBBINS
4/29/2025	4/30/2025	TARGET.COM *	41.01	AUDRA ROBBINS
4/29/2025	5/2/2025	THE HOME DEPOT #2801	92.86	AUDRA ROBBINS

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
4/30/2025	5/2/2025	ON SITE SANITATION INC	2,823.14	AUDRA ROBBINS
4/24/2025	4/25/2025	TARGET 00011858	59.99	JOSEPH RUEB
4/24/2025	4/25/2025	SQ *CITY OF MAPLEWOOD	1.00	JOSEPH RUEB
5/1/2025	5/2/2025	DELTA AIR 0062327148689	560.96	JOSEPH RUEB
4/21/2025	4/23/2025	THE HOME DEPOT #2801	14.63	ROBERT RUNNING
4/25/2025	4/28/2025	THE HOME DEPOT #2801	(7.35)	ROBERT RUNNING
4/25/2025	4/28/2025	SAFE-FAST(MW)	77.94	ROBERT RUNNING
4/25/2025	4/28/2025	ESCH CONSTRUCTION SU	170.82	ROBERT RUNNING
4/25/2025	4/28/2025	THE HOME DEPOT #2801	4.41	ROBERT RUNNING
4/29/2025	5/1/2025	SHAMROCKS IRISH NOOK	24.37	RYAN SCHROEDER
4/24/2025	4/25/2025	AWARDS BY HAMMOND	90.50	STEPHANIE SHEA
4/24/2025	4/25/2025	CINTAS CORP	51.81	STEPHANIE SHEA
4/29/2025	4/30/2025	SP N-EAR	32.50	STEPHANIE SHEA
5/1/2025	5/2/2025	CINTAS CORP	51.81	STEPHANIE SHEA
4/23/2025	4/24/2025	TARGET 00011858	11.00	KAYLA SPANDE
4/24/2025	4/25/2025	AMAZON MARK* MR9A59YF3	86.75	KAYLA SPANDE
4/28/2025	4/29/2025	AMAZON RETA* NB0675GJ2	9.88	KAYLA SPANDE
4/28/2025	4/29/2025	JERSEY MIKES ONLINE UC	135.12	KAYLA SPANDE
4/22/2025	4/23/2025	RED WING SHOE #727	312.98	TYLER STRONG
4/29/2025	4/30/2025	DEPT OF NATURAL RESOURCES	1,200.00	TYLER STRONG
4/18/2025	4/21/2025	BYRNA TECHNOLOGIES INC	282.75	BRIAN TAUZELL
4/20/2025	4/21/2025	X PRODUCTS LLC	68.10	BRIAN TAUZELL
4/22/2025	4/22/2025	TACTACAM	13.00	BRIAN TAUZELL
4/29/2025	4/30/2025	AMAZON MKTPL*NB29F1BM2	49.98	BRIAN TAUZELL
4/29/2025	5/1/2025	WILDER TACTICAL LLC	535.46	BRIAN TAUZELL
4/24/2025	4/28/2025	THE HOME DEPOT #2801	32.94	JORDAN WARDELL
4/26/2025	4/28/2025	COSTCO WHSE #1021	39.90	JORDAN WARDELL
4/17/2025	4/21/2025	MENARDS 3385	6.85	MATT WOEHRLE
4/24/2025	4/25/2025	NTE 5413	48.60	MATT WOEHRLE
4/24/2025	4/25/2025	BOYER FORD TRUCKS	1,093.75	BOON XIONG
4/25/2025	4/28/2025	BOYER FORD TRUCKS	106.93	BOON XIONG
			$ 55,828.92	

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	05/09/25	ABRAMS, MARYLEE	$ 740.88	$ 70.48
	05/09/25	ADAMS, DAVID	3,388.50	
	05/09/25	AMENYA, FLORENCE	131.25	
	05/09/25	ARNOLD, AJLA	1,211.29	
	05/09/25	BAUMAN, ANDREW	4,626.42	
	05/09/25	BEGGS, REGAN	2,828.10	
	05/09/25	BEITLER, NATHAN	4,288.86	
	05/09/25	BELDE, STANLEY	1,280.00	
	05/09/25	BENJAMIN, MARKESE	4,666.71	
	05/09/25	BERG, TERESA	595.00	
	05/09/25	BERGERON, ASHLEY	4,462.40	
	05/09/25	BERGO, CHAD	4,156.99	
	05/09/25	BIERDEMAN, BRIAN	7,825.51	280.00
	05/09/25	BJORK, BRANDON	45.00	
	05/09/25	BOOR, JACOB	3,580.98	
	05/09/25	BORN, BRIAN	4,636.50	329.45
	05/09/25	BREIMHURST, LAUREN	3,085.79	
	05/09/25	BRENEMAN, NEIL	3,807.03	
	05/09/25	BRINK, TROY	4,192.19	
	05/09/25	BRITT, AIRION	1,991.20	
	05/09/25	BUCKLEY, BRENT	3,311.50	
	05/09/25	BURT-MCGREGOR, EMILY	5,686.10	
	05/09/25	BUSACK, DANIEL	6,484.93	
	05/09/25	CAMPBELL, NOAH	52.50	
	05/09/25	CAMPBELL, MACLANE	4,384.42	465.83
	05/09/25	CAVE, REBECCA	590.40	
	05/09/25	CHANG, KENG	3,498.02	
	05/09/25	CHRISTENSON, SCOTT	2,724.00	
	05/09/25	CONDON, MITCHELL	4,514.99	
	05/09/25	CONNOLLY, PETER	4,563.15	
	05/09/25	COOK, TANNER	3,882.83	
	05/09/25	COOK, NICKLAUS	4,004.94	
	05/09/25	CORTESI, LUANNE	2,579.20	
	05/09/25	COUNTRYMAN, BRENDA	1,656.00	
	05/09/25	CRAWFORD, RAYMOND	5,509.59	
	05/09/25	CRUMMY, CHARLES	4,770.17	
	05/09/25	DABRUZZI, THOMAS	5,465.91	
	05/09/25	DARROW, MICHAEL	6,794.78	

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	05/09/25	DAVISON, BRADLEY	4,467.97	
	05/09/25	DEMULLING, JOSEPH	7,402.06	
	05/09/25	DOUGLASS, TOM	3,364.78	
	05/09/25	DUCHARME, JOHN	3,762.15	
	05/09/25	DUGAS, MICHAEL	5,908.76	
	05/09/25	DUQUE, NATALIA	60.00	
	05/09/25	EDGE, DOUGLAS	3,153.32	
	05/09/25	EICHER, SAMUEL	3,763.06	
	05/09/25	ENGSTROM, ANDREW	3,759.11	
	05/09/25	ESPESETH, SHAWN	2,913.60	
	05/09/25	EVANS, CHRISTINE	3,107.22	
	05/09/25	FINWALL, SHANN	4,391.53	
	05/09/25	FORSYTHE, MARCUS	4,840.58	
	05/09/25	FOWLDS, MYCHAL	6,273.14	
	05/09/25	FRANCO VINCENT, RACHEL	5,101.41	
	05/09/25	FRANZEN, NICHOLAS	5,147.63	
	05/09/25	FRIBERG, DAVID	2,687.69	
	05/09/25	FRITZE, DEREK	5,867.48	
	05/09/25	GABRIEL, ANTHONY	8,889.15	
	05/09/25	GEISELHART, BENJAMIN	4,660.69	
	05/09/25	GERONSIN, ALEXANDER	4,284.54	
	05/09/25	GIVAND, JONATHAN	4,370.04	
	05/09/25	GORACKI, GERALD	206.25	
	05/09/25	GREEN, JAMIE	4,869.55	
	05/09/25	GRUHLKE, LUKE	4,234.98	
	05/09/25	HAGEN, JOHN	4,368.38	
	05/09/25	HAGEN, MICHAEL	4,559.17	
	05/09/25	HALWEG, JODI	5,042.49	
	05/09/25	HAMMOND, ELIZABETH	2,806.94	
	05/09/25	HANG, RYAN	1,543.02	
	05/09/25	HAWKINSON, TIMOTHY	5,065.80	280.00
	05/09/25	HAWTHORNE, ROCHELLE	4,359.96	
	05/09/25	HAYS, TAMARA	3,701.92	
	05/09/25	HER, TERRELL	5,405.23	
	05/09/25	HER, PHENG	4,344.99	
	05/09/25	HERBER, GREGORY	60.00	
	05/09/25	HERBST, JONATHEN	2,687.69	
	05/09/25	HINNENKAMP, GARY	3,416.62	
	05/09/25	HOEMKE, MICHAEL	5,895.16	

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	05/09/25	JACOBSON, CARL	5,067.51	
	05/09/25	JAHN, DAVID	3,339.59	
	05/09/25	JANASZAK, MEGHAN	3,807.03	
	05/09/25	JAROSCH, JONATHAN	5,067.51	
	05/09/25	JENSEN, JOSEPH	4,286.89	
	05/09/25	JOHNSON, TRAVIS	3,151.20	
	05/09/25	JOHNSON, EMMA	3,747.83	
	05/09/25	JOHNSON, RANDY	5,067.51	
	05/09/25	JOHNSON, ELIZABETH	2,825.79	
	05/09/25	JOHNSON, BARBARA	2,312.67	
	05/09/25	JONES, DONALD	3,203.41	
	05/09/25	JORDAN, TIMOTHY	2,572.96	
	05/09/25	JUENEMANN, KATHLEEN	590.40	
	05/09/25	KADEN, JACOB	7,730.38	4,397.43
	05/09/25	KERR, STEPHEN	3,186.78	
	05/09/25	KIM, WINSTON	4,020.99	
	05/09/25	KNUTSON, LOIS	4,833.50	618.18
	05/09/25	KONG, TOMMY	5,018.92	
	05/09/25	KRAL, EMMA	3,722.59	
	05/09/25	KUBAT, ERIC	5,276.32	
	05/09/25	KUCHENMEISTER, JASON	2,708.80	
	05/09/25	KUCHENMEISTER, GINA	2,848.32	
	05/09/25	LANDER, CHARLES	4,274.78	
	05/09/25	LANIK, JAKE	4,480.75	
	05/09/25	LARSON, MICHELLE	2,586.31	
	05/09/25	LEE, MALY	60.00	
	05/09/25	LEE, CHONBURI	590.40	
	05/09/25	LENERTZ, NICHOLAS	4,249.79	
	05/09/25	LENTZ, DANIEL	4,258.86	
	05/09/25	LOR, ALLIE	60.00	
	05/09/25	LOVE, STEVEN	7,537.10	
	05/09/25	LYNCH, KATHERINE	4,919.21	
	05/09/25	MAINKA, WENDY	4,068.47	
	05/09/25	MALESKI, MICHAEL	4,927.77	
	05/09/25	MALLET, MICHAEL	7,373.13	
	05/09/25	MARINO, JASON	5,367.21	
	05/09/25	MARK, OLAF	4,657.59	
	05/09/25	MARTIN, MICHAEL	5,180.09	
	05/09/25	MCGEE, BRADLEY	4,616.11	
	05/09/25	MEISSNER, BRENT	3,134.70	

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	05/09/25	MERKATORIS, BRETT	6,988.49	
	05/09/25	MILLER, SETH	4,092.08	
	05/09/25	MLODZIK, JASON	2,930.49	
	05/09/25	MONDOR, MICHAEL	7,419.13	
	05/09/25	MOORE, PATRICK	206.25	
	05/09/25	MORALES, MARIO	2,239.20	
	05/09/25	MOUA, JENNIFER	2,244.19	
	05/09/25	MOUTON, JOHANNA	2,366.97	16.17
	05/09/25	MOY, PAMELA	2,732.00	
	05/09/25	MURRAY, RACHEL	6,523.07	280.00
	05/09/25	NAUGHTON, JOHN	3,137.01	
	05/09/25	NEILY, STEVEN	5,642.11	
	05/09/25	NELSON, TAKITA	138.75	
	05/09/25	NIELSEN, KENNETH	4,879.93	520.00
	05/09/25	NORVE, ROBERT	3,580.99	
	05/09/25	NOVAK, JEROME	4,789.71	
	05/09/25	ORE, JORDAN	3,139.69	
	05/09/25	ORLANDO, TYLER	3,526.88	
	05/09/25	PARR, DANETTE	7,546.63	
	05/09/25	PASDO, JOSEPH	4,018.05	
	05/09/25	PATROS, CLARE	3,580.99	
	05/09/25	PAYNE, DEDRIC	3,596.65	
	05/09/25	PIPKIN, JULIA	3,579.06	
	05/09/25	PODGORSKI, REECE	3,525.60	
	05/09/25	PRIEM, STEVEN	3,444.12	
	05/09/25	QUIRK, JAMES	4,020.99	
	05/09/25	RENNER, MICHAEL	3,460.94	
	05/09/25	RETHWILL, SCOTT	4,180.19	
	05/09/25	ROBBINS, AUDRA	5,195.01	
	05/09/25	RUEB, JOSEPH	6,481.13	
	05/09/25	RUNNING, ROBERT	3,668.04	
	05/09/25	SABLE, MICHAEL	8,858.37	
	05/09/25	SALCHOW, CONNOR	4,967.88	
	05/09/25	SCHMITZ, KEVIN	2,947.69	
	05/09/25	SCHORR, JENNIFER	2,332.19	
	05/09/25	SCHROEDER, RYAN	5,490.40	
	05/09/25	SCHROEDER, LEE	4,970.18	
	05/09/25	SCHULTZ, SCOTT	5,095.01	
	05/09/25	SEDLACEK, JEFFREY	4,859.99	
	05/09/25	SHANLEY, HAYLEY	2,462.40	

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	05/09/25	SHEA, STEPHANIE	3,385.77	
	05/09/25	SHEERAN JR, JOSEPH	5,268.47	
	05/09/25	SINDT, ANDREA	4,634.10	
	05/09/25	SPANDE, KAYLA	2,825.79	
	05/09/25	STANLEY, JENNIFER	4,320.53	
	05/09/25	STARKEY, ROBERT	4,749.07	
	05/09/25	STEELE, CARTER	3,796.86	
	05/09/25	STEELE, NANCY	4,712.57	
	05/09/25	STEINER, JOSEPH	5,895.16	
	05/09/25	STEJSKAL, JAYSON	3,464.19	
	05/09/25	STOCK, AUBREY	5,257.56	
	05/09/25	STOKES, KAL	3,847.71	
	05/09/25	STRONG, TYLER	3,964.04	
	05/09/25	SUEDKAMP, ADAM	4,684.30	
	05/09/25	SWETALA, NOAH	4,180.19	
	05/09/25	TAUZELL, BRIAN	5,331.50	
	05/09/25	TEVLIN, TODD	3,113.51	
	05/09/25	THIENES, PAUL	3,416.62	
	05/09/25	ULVENES, AMANDA	2,125.79	
	05/09/25	VILLAVICENCIO, NICHOLE	590.40	
	05/09/25	WARDELL, JORDAN	4,778.60	
	05/09/25	WEAVER, TAWNY	4,224.11	
	05/09/25	WELLENS, MOLLY	3,022.50	
	05/09/25	WENZEL, JAY	4,660.35	
	05/09/25	WERTH, JENNIFER	2,676.00	
	05/09/25	WILBER, JEFFREY	3,173.40	
	05/09/25	WILLIAMSON, MICHAEL	4,965.69	
	05/09/25	WOEHRLE, MATTHEW	3,303.26	
	05/09/25	XIONG, BOON	3,292.40	
	05/09/25	XIONG, KAO	4,516.99	
	05/09/25	XIONG, TUOYER	4,721.57	
	05/09/25	XIONG, PETER	3,812.80	
	05/09/25	YANG, SOLOMAN	2,397.50	
	05/09/25	YANG, THANG	4,192.65	
	05/09/25	YOUNG, MATTHEW	3,224.00	
	05/09/25	ZAPPA, ERIC	4,680.53	
	05/09/25	ZAPPA, ANDREW	4,825.86	
			$ 760,378.05	$ 7,257.54

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Brian Bierdeman, Public Safety Director

PRESENTER: Brian Bierdeman, Public Safety Director

AGENDA ITEM: Cellebrite Service Agreement for the Maplewood Police Department

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

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Policy Issue:

City Council approval is requested to sign a service agreement with Cellebrite. Cellebrite is a cell phone forensics software that will support the Maplewood Police Department's ability to access cell phones with a warrant, to obtain evidence without having to outsource to another department or unit. The service agreement is for one year with an annual renewal.

Recommended Action:

Motion to approve the Cellebrite service agreement for the Maplewood Police Department.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ✓ Yes, the true or estimated cost is $34,226.50
Financing source(s): ✓ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☐ Other: N/A

Strategic Plan Relevance:

☐ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ✓ Operational Effectiveness ☐ Targeted Redevelopment

Cell phone Forensic Technology was an area of improvement for Operational Effectiveness identified during the Staffing and Technology Study completed by Dr. Bostrom and the Center for Values-Based Initiatives.

Background:

For the last ten years the Maplewood Police Department has not had the internal capability to access cell phone evidence. To address this gap the department has previously contracted with other agencies, including the Woodbury Police Department, to conduct cell phone forensics for investigations. This partnership ended last year due to Woodbury no longer having the capacity to handle their own case load in addition to the requests from other departments. Over the last year the department has partnered with other forensic assets within the state such as the MN Bureau of

Criminal Apprehension (BCA) and the Secret Service, but at times this process has been time-consuming and has delayed investigations.

The department understands the importance of getting this information in a timely manner as it can have significant impacts on the results of an investigation. The investigations unit conducted research to explore what options are currently available and being used in law enforcement to conduct cell phone forensics. This research took into consideration operability, user interface, effectiveness, technological support, and cost. As a result, Cellebrite was identified as the best available option.

The addition of this capability will allow for the faster processing and solving of crimes and will improve the overall police service provided to the community.

The service agreement with Cellebrite is a one-year contract that will renew annually.

Attachments:

1. Cellebrite Quote - #Q-4503901-1

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Cellebrite | Justice Accelerated

Quote

Quote#: Q-450390-1
Date: Mar 27, 2025

Billing Information
Maplewood Police Department
1830 County Rd B E
Maplewood, Minnesota 55109
United States

Contact: Lee Schroeder
Phone: 6517554234

Delivery Information
Lee Schroeder
1830 County Rd B E
Maplewood, MN 55109
United States

Contact: Lee Schroeder
Phone: 6517554234

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer:

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00077542	Jun 07, 2025	Net 30	USD	Sean Leahy

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price\Unit	Net Price
1	B-CNR-05-001	Inseyets Online Pro	1	Jun 01, 2025	May 31, 2026	10,684.00	10,684.00
2	S-UFD-20-003	Inseyets Pro UFED Subscription	1	Jun 01, 2025	May 31, 2026		
3	S-UFD-20-006	Inseyets Pro PA Subscription	1	Jun 01, 2025	May 31, 2026		
4	F-KAS-00-001	UFED Dongle Kit	1				
5	F-KAS-05-000	Inseyets Kit	1				
6	S-UFD-04-059	Smart Translator (3 languages translation Promotion)	1	Jun 01, 2025	May 31, 2026		
Number of Languages: 3							
7	S-AIS-20-001	Inseyets Online Limited Unlocks subscription	65	Jun 01, 2025	May 31, 2026	290.00	18,850.00
8	B-TRN-03-040	In-Person/Virtual CCO+CCPA Inseyets (5 days)	1	May 08, 2025	May 07, 2026	4,607.50	4,607.50
9	U-TRN-02-118	In-Person/Virtual (CCO) - Cellebrite Certified Operator Inseyets (2 days)	1	May 08, 2025	May 07, 2026		
10	U-TRN-02-119	In-Person/Virtual (CCPA) - Certified Physical Analyst Inseyets (3 days)	1	May 08, 2025	May 07, 2026		

SubTotal	USD 34,141.50
Shipping & Handling	USD 85.00
Sales Tax	USD 0.00
Total	USD 34,226.50

Comments:

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- General: The following terms shall apply to any product at http://legal.cellebrite.com/us/index.html
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at https://legal.cellebrite.com/CB-us-us/index.html
- Premium: The following terms shall apply only to Cellebrite Premium at http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfinder: The following terms apply to Cellebrite Pathfinder at https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: The following terms apply to Cellebrite Training Services at http://legal.cellebrite.com/intl/Training.htm
- SaaS: The following terms apply to Cellebrite SaaS Services at https://legal.cellebrite.com/SaaS.htm
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at https://legal.cellebrite.com/Endpoint-SAAS.html

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Maplewood Police Department

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and email to **Sean Leahy** at **sean.leahy@cellebrite.com**

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Michael Martin, AICP, Assistant Community Development Director

PRESENTER: Danette Parr, Community Development Director

AGENDA ITEM: Affordable Homeownership Grant Program Agreements between the Metropolitan Council, the City of Maplewood and Twin Cities Habitat for Humanity

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Action Requested: ✓ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ✓ Contract/Agreement ☐ Proclamation

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Policy Issue:

On December 11, 2024, the Metropolitan Council awarded the City of Maplewood a $525,000 Affordable Homeownership Grant to support Twin Cities Habitat for Humanity's construction of five new single-family houses and the completion of site and infrastructure improvements in the Beebe Meadows subdivision, which is located on the northeast corner of the Larpenteur Avenue and Beebe Road intersection.

The city council is being asked to approve a grant agreement between the Metropolitan Council and the City of Maplewood, and a subgrant agreement between the City of Maplewood and Twin Cities Habitat for Humanity for the administration and use of the grant dollars.

Recommended Action:

Motion to approve and authorize the mayor and city manager to execute the Metropolitan Livable Communities Act Grant Agreement between the Metropolitan Council and the City of Maplewood and the Livable Communities Demonstration Account Affordable Homeownership Grant Program Subgrant Agreement between City of Maplewood and Twin Cities Habitat for Humanity for a $525,000 Affordable Homeownership Grant.

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: Acceptance of the grant dollars does not commit the city to additional funding.

Strategic Plan Relevance:

☐ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ✓ Operational Effectiveness ☐ Targeted Redevelopment

The city supports partnering with developers to secure funding from other agencies to bring funds into Maplewood to foster quality development.

Background:

On October 25, 2018, the City Council approved Beebe Meadows, a seven single-family lot subdivision at the northeast corner of the Larpenteur Avenue and Beebe Road intersection. SVK Development, the project's original developer, sold the property to Twin Cities Habitat for Humanity who is completing the development.

Two of the homes have been constructed. For the remaining five lots, the city and Twin Cities Habitat for Humanity worked together to apply for an award from the Metropolitan Council's Affordable Homeownership Grant fund. The now-awarded grant funds will go towards constructing the remaining homes. The two constructed and five future homes will all maintain affordability for households living at 30-80 percent of the Twin Cities' area median income. Additionally, three of the homes will be slab-on-grade and visitable for ease of access for people with disabilities.

The city attorney has reviewed both attached agreements.

Attachments:

1. Metropolitan Livable Communities Act Grant Agreement between the Metropolitan Council and the City of Maplewood
2. Livable Communities Demonstration Account Affordable Homeownership Grant Program Subgrant Agreement between City of Maplewood and Twin Cities Habitat for Humanity

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

GRANTEE: City of Maplewood	**GRANT NO. SG-22149**
PROJECT: Beebe Meadows	
GRANT AMOUNT: $525,000.00	**FUNDING CYCLE: 2024**
COUNCIL ACTION: 12/11/2024	**EXPIRATION DATE: 12/31/2027**

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the Metropolitan Council ("Council") and the Municipality or Development Authority identified above as "Grantee."

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act ("LCA") and the policies of the Council's Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statute section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, at its February 14, 2024 meeting the Council approved an annual LCA Fund Distribution Plan that authorized a Livable Communities Demonstration Account Affordable Homeownership program; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council's notice of availability of grant funds for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Project" identified in the application; and

WHEREAS, the Council awarded Livable Communities Demonstration Account Affordable Homeownership grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the "Expiration Date" identified above and Project construction will have "commenced" before the Expiration Date.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

(a) ***Commenced.*** For the purposes of Sections 2.09 and 5.03, "commenced" means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.

(b) ***Council Action.*** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account Affordable Homeownership funds.

(c) ***County.*** "County" means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.

(d) ***Development Authority.*** "Development Authority" means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.

(e) ***Metropolitan Area.*** "Metropolitan Area" means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.

(f) ***Municipality.*** "Municipality" means a statutory or home rule charter city or town in the Metropolitan Area.

(g) ***Participating Municipality.*** "Participating Municipality" means a Municipality electing to participate in the Local Housing Incentives Account program under Minnesota Statutes section 473.254.

(h) ***Project.*** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, "Project" means the development or redevelopment project identified in the application for Livable Communities Demonstration Account Affordable Homeownership funds for which grant funds were requested. Grant-funded activities typically are components of the Project.

(i) ***Redeployment of Repaid Grant Funds***. "Redeployment of Repaid Grant Funds" means Grantee redeployment of Repaid Grant Funds to continue supporting affordable housing components of the Project or implement or support projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.

(j) ***Repaid Grant Funds.*** "Repaid Grant Funds" means repaid loan principal and interest grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan pursuant to Section 2.06 of this Agreement.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from property taxes authorized by Minnesota Statutes section 473.253, subdivision 1 and are not from State or federal sources.

2.02. Total Grant Amount. The Council will grant to the Grantee the "Grant Amount" identified at Page 1 of this Agreement. The Council's obligation to reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and Project activities described in the application for Livable Communities Demonstration Account Affordable Homeownership funds. A Project Summary that identifies eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used for purposes consistent with Minnesota Statutes section 473.25(a), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for eligible costs directly associated with the Project activities for which the Council awarded grant funds. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized by the Council. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

2.05. [reserved]

2.06. Revolving or Deferred Loans. If consistent with the application and the Project Summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described or identified in Attachment A.

As an alternative to such loan proceeds recovery for revolving loans, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council's review of any Redeployment of Repaid Grant Funds identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements,

or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds

2.07. Restrictions on Grants and Loans by Subrecipients. The Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for grants or loans to any subgrantee or subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.08 shall be included in all subgrants, subrecipient agreements, and contracts.

2.08. Project Commencement and Changes. The Project for which grant funds were requested must be "commenced" prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachment A. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or to grant-funded activities described or identified in Attachment A.

2.09. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.10. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.13 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachment A. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.11. Payment Requests, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grant management system and reviewed and approved by the Council's Authorized Agent. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

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The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.12, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE PARTICIPATING MUNICIPALITY HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.**

2.12. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purpose of implementing the Project activities described or identified in Attachment A.

2.13. Effect of Grant. Issuance of this grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

2.14. Resale Limitations. The Grantee must impose resale limitations regarding the disposition of any equity realized by the purchasers of "affordable" units if grant funds received from the Council under this Agreement are used for homeownership affordability gap financing in the Project described or identified in Attachment A. The intent of this resale limitation is to protect the public investment in the Project and ensure that a proportion of the affordability gap provided by the public investment in the form of grant funds received from the Council is recaptured for reuse in conjunction with other affordable housing efforts and does not become a windfall for any purchaser who might sell the home prior to expiration of a predetermined resale limitation period. If a purchaser sells the "affordable" home prior to expiration of the resale limitation time period, an equitable proportion of the affordability gap filled by grant funds received from the Council under this Agreement must be recaptured by the Grantee within twenty-four (24) months of the triggering resale event and applied to a similar affordable housing project within the Participating Municipality or returned to the Council. Unless otherwise agreed to by the Council and the Grantee, the length of the resale limitation time period and the proportion of the affordability gap to be recovered will be consistent with resale limitation time periods and repayment schedules stated in the Project application. These resale limitations do not apply when the grant funds are used for homeownership value gap financing. The Grantee will provide the Council with a copy of the resale limitations the Grantee imposed on the grant-assisted affordable units, which may include copies of declarations or restrictive covenants recorded against the property.

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01. Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this section may be satisfied if other Project funding sources (*e.g.*, the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development ("HUD") or state or federal laws (*e.g.*, low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this section, "affordable housing unit" means a unit that is affordable to households at eighty percent (80%) or less of the Area Median Income ("AMI"), as established by HUD, unless the Grantee's application stated an affordability standard lower than eighty percent (80%) of AMI, in which case the Grantee's lower affordability standard shall apply. The affordability requirements of this section shall survive the expiration or termination of this Agreement. If the affordable housing units are made available for homeownership then they are subject to the resale limitations specified in Section 2.14 and the affordability requirements of this

section only apply if Council grant funds pay more than half of the housing unit's affordability gap stated in the Project application.

3.02. Affirmative Fair Housing Marketing Plans. If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for all Project housing units. For the purposes of this section, "affirmative fair housing marketing plan" means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development ("HUD") or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.03. [reserved]

3.04. Fair Housing Policy. If the Project will include a housing component, the governing body of the Grantee (or the Participating Municipality within which the Project is located) must have adopted a Fair Housing Policy. For the purposes of this section, the term "Fair Housing Policy" means a written statement regarding the Participating Municipality's commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: https://metrocouncil.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx.

IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

4.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

4.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

4.03. Reporting and Continuing Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period of July 1 through December 31) and July 31 (for the period

January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Project activities described or identified in Attachment A. The report shall also describe the Project spending for the current reporting period and projected spending for the future reporting periods. The Grantee also must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the semi-annual status reports and the Final Report will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

4.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this grant, and that any environmental issues have been or will be adequately addressed.

V. AGREEMENT TERM

5.01. Term and Close Out. This Agreement is effective upon execution of this Agreement by the Council. Unless it is terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 2.03. If the Grantee fails to provide the necessary documentation and information during this 120-day close out period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day close out period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date.

5.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

5.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete grant-funded activities and commence the Project, a change in the budget, or a change in the grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT**

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THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.

VI. GENERAL PROVISIONS

6.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to ensure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

6.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

6.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

6.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports, and publications relating to the Project. The acknowledgment will contain the following or comparable language:

Financing for this project was provided by the Metropolitan Council
Metropolitan Livable Communities Fund.

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

6.05. Permits, Bonds, and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete the Project activities described or identified in Attachment A. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization,

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and approval requirements of federal, state, and local governmental and regulatory agencies, including conservation districts.

6.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract, or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this Agreement comply with all applicable state and federal Occupational Safety and Health Act regulations. The Grantee's subgrant agreement(s) shall expressly include the affordability and affirmative fair housing marketing plan requirements of Sections 3.01 and 3.02.

6.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

(a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and

(b) The Council's *2040 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

6.08. Authorized Agent. Payment requests, written reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Kelly Nezworski
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
kelly.nezworski@metc.state.mn.us

6.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

6.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs, or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

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6.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

6.12. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

6.13. Electronic Signatures. The electronic signatures of the Council's and the Grantee's authorized representatives shall be valid as an original signature of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to: (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (*e.g.*, via PDF) of an original signature. The Council's or the Grantee's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space intentionally left blank. Signature page follows.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
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IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF MAPLEWOOD

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____
City Attorney's Office

Date: _____

METROPOLITAN COUNCIL

By: _____
LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

ATTACHMENT A

PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Livable Communities Demonstration Account Affordable Homeownership grant funds submitted in response to a Request for Proposals issued by the Council for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision in the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project Summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project Summary; and (4) the grant application.

Livable Communities Project Summary

Grant # SG-22149
Type: LCDA - Affordable Homeownership
Applicant: City of Maplewood
Project Name: Beebe Meadows
Project Location: 700-1760 Beebe Rd N, Maplewood, MN 55109
Council District: 13 - Lee

Project Detail	
Project Overview	The project had been stalled and property vacant for several years before Twin Cities Habitat for Humanity (TCHFC) purchased it. Project will construct seven single family homes at the corner of Beebe Road and Larpenteur Ave E. Three of the homes will be slab-on-grade and visitable for ease of access for people with disabilities. There are challenges with the site being in a wetland area, and TCHFH has been working with the Watershed District. TCHFH reports neighbors have expressed support for the project.
Number of Homes	7
Targeted Affordability*	30-80% AMI
Number of Bedrooms per Home	3-5
Affordability Mechanism	Restrictive Covenant
Development Team	City of Maplewood Twin Cities Habitat for Humanity
Funding	
Requested Amount	$525,000
Use of Funds & Award Amount	
$525,000	**Award Amount**
$525,000	**Use**: General Construction **Deliverable**: Construction of seven single family homeownership opportunities, affordable at households living at 30%-80% AMI.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM SUBGRANT AGREEMENT

This Livable Communities Demonstration Account Affordable Homeownership Grant Program Subgrant Agreement (the "Subgrant Agreement") is made this ___ day of _____, 2025 by and between the city of Maplewood (the "City") and Twin Cities Habitat for Humanity (the "Developer").

WHEREAS, the City encourages the creation of affordable housing by private for-profit and nonprofit developers; and

WHEREAS, the Developer proposes to development five new single-family homes in the Beebe Meadows subdivision which will be affordable to households at or below 80% of the area median income (the "Project"); and

WHEREAS, the City and the Developer identified the Metropolitan Council's Affordable Homeownership Grant Program of the Livable Communities Demonstration Account (the "Grant Program") as a potential funding resource for the Project; and

WHEREAS, by action on December 11, 2024, Metropolitan Council awarded $525,000 (the "Grant") to the City for the Project; and

WHEREAS, the Grant Program requires a governmental entity to act as the fiscal agent for a private developer to access the Grant; and

WHEREAS, the Developer has requested the City to act as the fiscal agent for the sole purpose of accessing the Grant for the Project; and

WHEREAS, the Developer has demonstrated the capacity to administer a variety of federal, state, and local funding programs; and

WHEREAS, the City has the capacity, experience and expertise to act as the fiscal agent for the Project; and

WHEREAS, the City and Metropolitan Council have entered into a Metropolitan Livable Communities Act Grant Agreement (the "Grant Agreement") regarding the Grant for the Project; and

WHEREAS, the Grant Agreement includes an expiration date of December 31, 2027 (the "Expiration Date"); and

WHEREAS, the Grant Agreement anticipates that the City and the Developer will enter into an agreement to specify the terms and conditions under which Grant received by the City may be passed on to the Developer for the benefit of the Project.

NOW, THEREFORE, based on the mutual promises and obligations contained herein, the City and the Developer agree as follows:

1. **The Project.** The Project involves the construction of five new single-family houses and the completion of site and infrastructure improvements in the Beebe Meadows subdivision in Maplewood in a manner consistent with the Grant Agreement summary attached as Exhibit A and the Grant application attached as Exhibit B. Grant funds may be used by the Developer only in conformance with the Grant Agreement, the Project summary, the Grant application and this Subgrant Agreement. Grant funds may not be used for reimbursement of land acquisition costs, expenses associated with the two houses which were previously constructed, any cost or expense incurred prior to the date of this Subgrant Agreement or any other cost or expense which is ineligible under the Grant Agreement.

2. **Affirmative Fair Housing Marketing Plan.** The Developer must adopt and implement an affirmative fair housing marketing plan for all units using Grant funds for the period of affordability specified herein. The plan must substantially conform to the affirmative fair housing marketing plans published by the United States Department of Housing and Urban Development ("HUD") or the Minnesota Housing Finance Agency and shall survive the expiration or termination of the Grant Agreement and this Subgrant Agreement. The Developer shall provide a copy of its affirmative fair housing marketing plan to the City.

3. **Environmental Review.** The Developer shall ensure that all activities at the Project comply with applicable environmental review requirements. This includes the completion of Phase I Environmental Site Assessment or other study and assessment of the Project in conformance with the National Environmental Policy Act of 1967, if necessary. The Developer shall furnish the City with a copy of any environmental review study completed regarding the Project.

4. **Indemnification.** The Developer agrees to indemnify, defend and hold harmless the City, including, without limitation, all officers, directors, members, representatives, agents and employees of the City (together, "Indemnified Parties"), from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including, but not limited to, court costs, expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the Indemnified Parties arising directly or indirectly out of the operation or ownership of the Project or in connection with any of the Developer's rights or obligations contained in this Subgrant Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any act or omission on the part of the Developer or its officers, directors, partners, employees, agents, contractors, subcontractors or otherwise regardless of where the damage, injury or death occurred, or arising out of the failure of the Developer to keep, observe or perform any of its obligations under this Subgrant Agreement.

5. **Loss of Grant Funds.** The Grant Agreement includes provisions regarding loss of access to and the return of Grant funds which have not been expended by the Expiration Date. Grant funds not expended by the Expiration Date must be returned by the City to Metropolitan Council. The Developer acknowledges such requirement and that the full amount of the Grant may not be available to it under this Subgrant Agreement if the Project is delayed. The Metropolitan Council retains the right to limit or terminate the Grant Agreement under certain terms. If the Metropolitan Council exercises that authority and limits the Grant funds available to the City, the City's obligation to the Developer under this Subgrant Agreement is automatically similarly limited.

6. **Non-Discrimination.** The Developer shall not discriminate against any person or family on the ground of race, color, national origin, sex, religion, family status or handicap in the use, lease, rental, sale or occupancy of any residential unit in the Project. Age discrimination and discrimination against minor dependents are also not permitted. The Developer shall further meet the equal opportunity and fair housing requirements of 24 CFR Part 92.257.

7. **Payment Request Forms, Documentation and Disbursements.** The City will disburse Grant funds in response to written payment requests submitted by the Developer and reviewed and approved by the City. Written requests shall be made using payment requests forms approved by the Metropolitan Council. Payment requests must include the following documentation: consultant/contractor invoices showing the time period covered by the invoice; the specific Grant-funded Project activities conducted and completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor a consultant invoices showing unit rates, quantities, and a description of the good or services provided. Subcontractor markups shall not exceed 10%.

8. **Period of Affordability; Resale Limitations.** The Developer will ensure the single family homes constructed with Grant funds under this Subgrant Agreement will remain affordable for a minimum period of 30 years. For purposes of this section, "affordable" means a house that is affordable to households at 80% or less of the Area Median Income (AMI) as established by HUD. The Developer recognizes the importance of resale limitations to prevent a windfall for the initial purchaser and to prolong the affordability of the house. The Developer will enforce the resale limitations through a mortgage, promissory note, and declaration of covenants, conditions and restrictions, including repurchase option, or other similar documents in the general forms attached hereto as Exhibit C.

   Upon sale of a house to the initial purchaser, the Developer will provide information to the City sufficient to verify the income eligibility of the purchaser. At the time of sale of the house to subsequent purchasers during the period of the affordability, the Developer will provide information to the City sufficient to verify the income eligibility of the new buyer and compliance with the resale limitations.

9. **Permits, Bonds and Approvals.** The City assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete the Project. The Developer must comply will all applicable local, state, or federal licenses, permits, bonds, authorizations or approval requirements of federal, state and local governments and regulatory agencies.

10. **Project Commencement; Expiration.** The Project must be commenced prior to the Expiration Date. The term "commenced" shall have the same meaning in this Subgrant Agreement as in the Grant Agreement. Because Grant funds will be used to cover construction costs for five distinct single family houses, construction of each house must commence prior to the Expiration Date to be eligible for Grant funds for that dwelling. This Subgrant Agreement expires on the Expiration Date.

11. **Reports and Records.** The City is required to submit certain reports and forms to the Metropolitan Council pursuant to the Grant Agreement. The Developer will assist in completing and supplying information for all accounting, audit, and reporting requirements. The Developer will report to the City on the status of Project activities and the expenditure of the Grant funds. Submission of properly completed payment request forms and documentation will constitute period status reports. The Developer must also complete a close out activities report form and certification of expenditures of funds form within 90 days after the Expiration Date. Failure by the Developer to provide the necessary documentation and information within 90 days of the Expiration Date shall relieve the City of the obligation to reimburse the Developer for those expenditures.

    The Developer must establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all Grant funds received under this Subgrant Agreement. Such accounts and records shall be kept and maintained by the Developer for a period of six years following the expenditure of the Grant funds or Project completion, whichever occurs earlier. Accounting methods shall be in accordance generally accepted accounting principles.

    The above accounts and records of the Developer shall be audited in the same manner as all other accounts and records of the Developer are audited and may be audited or inspected on the Developer's premises or otherwise by individuals or organizations designed and authorized by the City or Metropolitan Council at any time, following reasonable notification, for a period of six years following the completion of the Project or expenditure of the funds, whichever occurs earlier.

12. **Signage/Acknowledgements.** The Developer agrees to acknowledge the financial assistance provided by Metropolitan Council in promotional materials, press releases, reports and publications relating to the Project. The acknowledgement must contain the following or comparable language:

    "Financing for this project was provided by the Metropolitan Council Metropolitan Livable Communities Fund"

13. **Compliance with Grant Agreement.** The terms and conditions of the Grant Agreement are incorporated by reference as if fully set forth in this Subgrant Agreement. The Developer agrees to ensure that all activities regarding the Project and the use of Grant funds are in compliance with the Grant Agreement, all applicable local, state and federal laws and this Subgrant Agreement.

14. **Subgrantees, Contractors, and Subcontractors.** The Developer shall include in any subgrant, contract or subcontract for Project activities all appropriate provisions to ensure subgrantee, contractor and subcontractor compliance with all applicable local, state and federal laws, the Grant Agreement and this Subgrant Agreement. The Developer shall also require that contractors and subcontractors performing work covered by this Subgrant Agreement comply with all applicable state and federal Occupational Safety and Health Act Regulations, federal and state laws relating to stormwater discharges including, but not limited to, any applicable requirements of the Code of Federal Regulations, title 40, parts 122 and 123, the Metropolitan Council's 2040 Water Resources Policy Plan and the City's water management plan. The Developer shall not permit any subgrantee, subrecipient or contractor to use Grant funds for grants or loans at any tier unless the City obtains the prior written approval from the Metropolitan Council.

15. **No Business Subsidy.** The provisions of Minnesota Statutes, sections 116J.993 through 116J.995 do not apply because the assistance offered under this Subgrant Agreement is for housing.

16. **Conflict of Interest.** City officials, officers and employees shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

17. **Minnesota Law.** This Subgrant Agreement shall be interpreted under the laws of Minnesota.

18. **Counterparts.** This Subgrant Agreement may be executed in any number of counterparts, each of which shall be considered one and the same instrument.

* * * * * * * * * *

IN WITNESS WHEREOF, the City of Maplewood and Twin Cities Habitat for Humanity have agreed to these terms on the date indicated below.

Twin Cities Habitat for Humanity

By: _____ _____

_____ Date

City of Maplewood

By: _____ _____
Marylee Abrams, Mayor Date

By: _____ _____
Michael Sable, City Manager Date

EXHIBIT A

PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Livable Communities Demonstration Account Affordable Homeownership grant funds submitted in response to a Request for Proposals issued by the Council for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision in the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project Summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project Summary; and (4) the grant application.

Livable Communities Project Summary

Grant # SG-22149
Type: LCDA - Affordable Homeownership
Applicant: City of Maplewood
Project Name: Beebe Meadows
Project Location: 700-1760 Beebe Rd N, Maplewood, MN 55109
Council District: 13 - Lee

Project Detail	
Project Overview	The project had been stalled and property vacant for several years before Twin Cities Habitat for Humanity (TCHFC) purchased it. Project will construct seven single family homes at the corner of Beebe Road and Larpenteur Ave E. Three of the homes will be slab-on-grade and visitable for ease of access for people with disabilities. There are challenges with the site being in a wetland area, and TCHFH has been working with the Watershed District. TCHFH reports neighbors have expressed support for the project.
Number of Homes	7
Targeted Affordability*	30-80% AMI
Number of Bedrooms per Home	3-5
Affordability Mechanism	Restrictive Covenant
Development Team	City of Maplewood Twin Cities Habitat for Humanity
Funding	
Requested Amount	$525,000
Use of Funds & Award Amount	
$525,000	**Award Amount**
$525,000	**Use**: General Construction **Deliverable**: Construction of seven single family homeownership opportunities, affordable at households living at 30%-80% AMI.

EXHIBIT B

METROPOLITAN COUNCIL

Application

22069 - 2024 Affordable Homeownership Program - Final Application

22149 - Twin Cities Habitat for Humanity - Beebe Meadows New Construction
Affordable Homeownership Program

Status:	Submitted	**Submitted Date:**	09/26/2024 3:20 PM	**Submitted By:**	Sam Dyer

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Name:*	He/him/his Pronouns	Sam First Name	Middle Name	Dyer Last Name
Title:*	Project Funding Manager			
Department:				
Email:*	sam.dyer@tchabitat.org			
Address:*	1954 University Ave W			
*	St. Paul City	Minnesota State/Province	55104 Postal Code/Zip	
Phone:*	612-305-7122 Phone			Ext.
Fax:				
What Grant Programs are you most interested in?*	Affordable Homeownership Program			

Organization Information

Name:*	MAPLEWOOD, CITY OF
Jurisdictional Agency (if different):	
Organization Type:	City
Organization Website:	
Address:*	1830 E CTY RD B

*	MAPLEWOOD City	Minnesota State/Province	55109 Postal Code/Zip

County:* Ramsey

Phone:* 651-770-4500 Ext.

Fax:

Grant Details

LCA Participating Communities: https://metrocouncil.org/Communities/Services/Livable-Communities-Grants/LCA-Participating-Communities.aspx

Name of LCA participating government entity or development authority:* City of Maplewood

Download the Receptivity Form

Signed Acknowledgement of Receptivity Form* Habitat-Maplewood Receptivity - LCA Homeownership Grant.pdf

Grant request amount: * $525,000

What do you anticipate using the funds for?

The Affordable Homeownership program supports primarily hard costs related to the construction and rehabilitation of affordable housing, including land acquisition. Homeownership grants cannot pay for work done before the grant was awarded, except for land acquisition in certain cases. Acquisition can be reimbursed if the land was purchased within one year (12 months) of the award; awards are anticipated to be made in January 2025, therefore acquisitions made on or after 1/1/24 will be considered eligible. Eligible Uses for Affordable Homeownership grants include "hard" costs, including land acquisition, property (structure) acquisition, demolition site preparation (e.g., water, sewer, roads), general construction/structural additions, alterations and rehabilitation, interior and exterior finishing, roofing, electrical, plumbing, and/or heating and ventilation. Ineligible Uses for Affordable Homeownership grants include soft costs, or administrative overhead, bonds and insurance, legal fees, travel, grant/bid preparation costs, resident services and/or operations. Refer to Eligible Activities under Program Details.

Twin Cities Habitat for Humanity (TC Habitat) with the city of Maplewood is requesting $525,000 from the Metropolitan Council's Affordable Homeownership program for the construction of seven single family affordable homes in Maplewood on Beebe Road. The awarded funds will be used to partially cover the costs of general construction, finishing, roofing, electrical, plumbing, and HVAC work for all units at the site and will be paired with funding from other sources to complete the project. As the site was acquired before 1/1/2024, no funds from the Metropolitan Council will be used for acquisition costs.

How many homes are proposed to be developed and/or preserved with grant funds? If the proposal includes new development and preservation, please indicate how many homes TC Habitat is requesting funds to develop and build seven (7) new construction single family homes at the corner of Beebe Road and Larpenteur Ave E in Maplewood.

for each kind of development, if known.

Download the Workbook

Completed Program Workbook Beebe Meadows - 2024 Affordable Homeownership Workbook.xlsx

Grant Priorities: Racial Equity and Geographic Choice

Briefly provide an overview of the proposed project.
Are there aspects of the project that the team would like to highlight? *

The property on Beebe Road had been sitting vacant for several years. The original developer had started the project then stalled production before completing any vertical construction. TC Habitat purchased the property and took over the project.

These seven new single family homes would assist the City of Maplewood with its scattered site housing program. These homes would add affordable single family units which could contribute to the Met Council's 2028 housing units goal. Only 1% of the housing units in Maplewood have been built 2010 or later according to the 2040 Comprehensive plan. These homes would contribute to new housing stock in the city and have been designed around the needs of larger families.

The construction of the Beebe Meadows project will be phased over 3 years. The houses will be a combination of split entry and slab-on-grade construction. All homes will have a minimum of 3 or 4 bedrooms and 1.5 bathrooms. The first home will be a 5 bedroom, 1.75 bath home which will serve a large family. There will be a bedroom and bath on the main floor to accommodate an at grade living space. The next three homes will be split entries. The last 3 homes will be slab on grade and will be visitable.

There are some challenging grades in the property in addition to a wetland area. Buckthorn invasive species removal has been required as a part of the development. TC Habitat has worked closely with the Watershed district to comply with the wetlands management plan as we complete grading, utility extension, and begin work on the two required infiltration ponds.

The City of Maplewood and the neighbors have been very supportive of TC Habitat taking over the project and having activity resumed on the site. Many neighbors have stopped by and stated that they are happy to see progress on the site and are happy to have a Habitat development as a neighbor.

Will there be multiple project sites?* No

Please choose the city/cities where homes are proposed to be built or preserved:* Maplewood
Press and hold the ctrl key to choose multiple cities.

If known, what is the address(es) of project site(s)?

1700-1760 Beebe Rd N, Maplewood, MN 55109 in Ramsey County

Equitable Access

Does the developer or program partner keep track of how many Black, Yes

Indigenous, and/or other households of color receive services and/or buy homes?*

If yes, please provide the percentage of households served, and/or homes sold over the past five years to buyers that identify as Black, Indigenous and/or households of Color.

If no, feel free to use this space to describe related efforts.

Over the past 5 years TC Habitat has served Black, Indigenous, and/or Households of Color in 400 of their 524 homes sold for a percentage over 76%.

Does the developer or program partner have a current waiting list that has households that identify as Black, Indigenous, and/or other households of color at a proportion equal or greater to the average proportion of Black, Indigenous and households of color in the region and/or city?*

Yes

If yes, please share the percentage of Black, Indigenous, and/or other households of color on the waiting list.

If no, feel free to use this space to describe related efforts.

In the past year, Client Services has received over 100 applications for our Homeownership Program with almost 90% of accepted applicants coming in mortgage ready applicants.

79% of the families in our matching pool who have not yet purchased a home have identified as Black, Indigenous, and/or Households of Color. This proportion is higher than the average proportion in the surrounding region/city.

Does the project team include a lender, realtor, or other homebuyer-facing team member that is reflective of the Black, Indigenous, and/or other households of color that have disparate homeownership rates in the region? *

Yes - Our staff is diverse and representative of the communities we serve. Homebuyer-facing positions that reflect the communities listed include Homeownership Advisors, Client Services Program Associates, and our Down Payment Assistance Program Manager.

To be eligible for funding the developer and/or project partner must provide pre-purchase homeownership education or counseling to homebuyers.
Please name the education/counseling program provider(s) and describe the programming offered.*

TC Habitat requires HomeStretch coursework provided by a HUD-approved housing counseling agency. Our TC Habitat Homeownership Program also adds another layer of pre-purchase training that includes a variety of classes to help prepare a family for the responsibilities of homeownership. TC Habitat classes include understanding your credit score, how to save for a down payment, budgeting for home repairs, what to expect at a home closing, and more. These classes give our families the knowledge needed to buy a home with confidence.

The TC Habitat Homebuyer Education portion is moving to an on-line and on-demand platform in October 2024. This will give mortgage-ready homebuyers flexibility when they participate, access to important homebuying information and allows Client Services more capacity to focus on other aspects of their critical work processing applications.

Not only are we focused on bringing families to homeownership but assisting them in maintaining successful homeownership post closing. Our Homeowner Engagement team has hosted two Volunteer and Learn events (insurance and home maintenance) with 28 homeowner families participating.

Does the developer and/or project partner plan to prioritize or target first-generation homebuyers?*

Yes, TC Habitat's mission is to provide opportunities for homeownership to first-generation homebuyers for this project and across the seven-county metropolitan area.

TC Habitat is also focusing on Foundational Black Americans (descendants of enslaved people) through our Advancing Black Homeownership (ABH) program. This human centered cohort based program has increased our Foundational Black Household make up from 8% of applicants purchasing homes prior to the program launch to now 22% of our Foundational Black applicants have closed on homes.

Financial Coaching facilitated their fifth ABH cohort and had its first "Black Men Teach" partnership homebuyer move to mortgage readiness! Our coaches are also connecting more with financial coaching participants than ever before by communicating with 98% of their caseload every 90 days or less.

Please describe the team's proposed marketing efforts for the project, and if there will be any marketing or sales partners. *

Our current marketing campaign, Reimagine Home Sales, focuses on introducing all of TC Habitat's available affordable housing units across the metro to our matching pool. With monthly Property Letters that detail all the new and available properties in our portfolio, we can introduce clients to many different options allowing them to determine which home is the best fit for them.

To get more prospective homebuyers into our program, we also reach out to various community groups that advocate on our behalf to their constituents to find families looking to make the jump from renting to homeownership for the first time. These referral partners also allow us to stay connected to the various communities in the metro by attending events and sharing informational resources directly to those who can benefit from our programs.

We continue to make major strides in bringing more awareness to homeownership in communities of color, especially the Black Community. We've seen an increase of Foundational Black homebuyers enter the homebuyer programs over the last Fiscal Year, while we continue to expand our Employer Outreach that includes Best Buy, YMCA, several other Non-Profits, in the seven-county metro as well as expanding our reach to engage more real estate agents.

TC Habitat's list of referral partners include the following organizations: African Development Center, Build WealthMN, CLUES Comunidades Latinas Unidas En Servico, Bii Gii Wiin, PRG, Project for Pride in Living, Camphor Fiscally Fit, Hmong American Partnership, Model Cities, Neighborhood Development Alliance (NeDA), NeighborWorks Home Partners, Community Action Partnership of Suburban Hennepin County (CAPSH), Dakota County CDA, Dakota County Financial Empowerment Services, and the Washington County CDA. These partners connect us with prospective homebuyers across the metro which we can then provide a myriad of housing options to, including this rare opportunity in the city of Minnetonka.

Use the space below to share any other information describing how the project will further equitable access to homeownership. (Up to 11 points)

TC Habitat directly addresses housing disparities by bridging gaps in the housing market to ensure first-time homebuyers can access decent, affordable housing. Our programs create access to affordable homeownership for families earning 80% or less AMI through personalized financial coaching, homeownership education, and affordable mortgages. Mortgages are originated by our CDFI subsidiary, TCHFH Lending, Inc., and include a below-market-rate first mortgage and a 0%, forgivable second mortgage to ensure that families spend no more than 30% of their income on housing. Once a family is ready to buy a home, we guide them through the home search process giving them choices of purchasing a house built or rehabbed by us or one on the open market. We provide post-purchase support, carry out critical home repairs for low-income homeowners, and offer mortgage foreclosure prevention counseling,

We have piloted innovative challenges through our Special Purpose Credit program as well. This program gives Foundational Black clients access to credit not offered through traditional sources. The program features three key benefits: 1) culturally relevant, cohort-based financial coaching to help clients heal from financial trauma; 2) a unique 4.75% mortgage product (rates adjustable based on market conditions) with flexible underwriting criteria, including higher debt-to-income ratios; and 3) up to $50,000 in additional financial support for down payment assistance and additional purchasing power.

Our SPCP program further served as the impetus for a regional down payment assistance program for Black homebuyers that we developed in partnership with the Minnesota Homeownership Center (the Center). Down payment assistance will be deployed to more than 200 Black households by the end of 2025 through three partner CDFIs, with TCHFH Lending, Inc. serving as the administrator of the down payment assistance capital pool and as the lead servicer for all loans originated by the partner CDFIs.

Unique Needs and Affordability

Does the project address a unique need of the community? I.e., financing, marketing design, size (number of bedrooms)*

Yes

If so, please describe the unique community need, share how this need was identified, and how the project addresses the need.

While the development of appropriate units with these funds will be a boon to the community, a majority of families at 80% or less AMI looking to make the jump from renting to owning still require additional financial assistance. This is where TC Habitat fills an additional role by providing financing options to qualifying families.

TC Habitat's wholly-owned subsidiary TCHFH Lending, Inc. has the ability to provide a mortgage product that better fits the needs of our clients. Our clients choose to work with TC Habitat, because they are looking for more than just a mortgage product. They are often looking to buy a home that has been built or rehabbed by us, a mission-driven organization. They are looking for financial coaching and pre-purchase homebuyer education. They are looking for a supportive environment that will guide them through the homebuying process, and/or they are looking for a flexible mortgage with affordability assistance that's not available on the same terms from other lenders. We strive to provide all the supports a homebuyer will need, so they know when they come to TC Habitat, they know they can find success. All of these things result in Habitat having a strong pipeline of homebuyers who choose to partner with us each year.

For mortgage lending, clients come to us because our mortgage product is more flexible than what is available from other private lenders. Our mortgage includes an overlay to FHA underwriting that provides for more flexibility on items like credit score, alternative credit, and employment history. Our amortizing loans are often more affordable too, with a 30-year mortgage below market interest with no private mortgage insurance required and grants to support closing costs. Affordability assistance paired with our mortgage goes further and helps homebuyers afford more home than they would working with other lenders or products.

What affordability band(s) does this project intend to serve?*

30% - 80% AMI

To be eligible for funding projects must remain affordable upon resale for more than 15 years. Please share how long the project will remain affordable and describe how the team plans to ensure affordability and monitor compliance long-term. *

In addition to helping first-time homebuyers achieve affordable homeownership, TC Habitat also works to ensure that our homes are affordable over the long-term through second mortgages, equity sharing, and a purchase option. Homes are sold at current market value, with homeowners having a first mortgage and a subordinate, forgivable mortgage that covers any difference between first mortgage, third party affordability gap sources, and purchase price. This forgivable, declining subordinate mortgage is not repaid unless the homeowner decides to sell prior to the maturation of the mortgage. That mortgage keeps the homeowner from flipping a TC Habitat home for profit, and thus helping maintain it as an affordable unit.

The purchase option included in Habitat mortgage provisions mandates that if a homeowner decides to sell their home during the life of the mortgage, they must first offer to sell the home back to TC Habitat. We may then buy back the home, make any necessary repairs or updates, and sell it to another qualified buyer. TC Habitat can afford to buy these homes back because of a component of its mortgage structure that creates

equity sharing. Should a homeowner sell their home within the 30-year term of the mortgage, they have agreed to share in any market appreciation with TC Habitat. The shared percentage is set at the time of closing and based on the amount of subsidy they received as compared to their repayable first mortgage. The percentage shared will then decrease by 1/30th each calendar year following closing.

The implementation of deed restrictions is another powerful tool that TC Habitat uses to keep their projects affordable after the initial purchase. This additional stipulation means that major changes cannot be made to the property that could affect its affordability in terms of property taxes or future sale.

Applicant Certification

By checking this box you agree that you, the named applicant, have read the information presented in the application and that all information is correct to the best of your knowledge. As the named applicant you are responsible for the information presented in the application and agree that the application will be evaluated on the information you present. *	Yes

Attachments

Attachment	Description	File Name	Type	File Size
Site Plan (optional)				null
Renderings/Sketches (optional)				null
Appraisal (only if requesting site acquisition funds)				null
Project Photos (optional)				null

EXHIBIT C
FORM OF RESALE LIMITATION DOCUMENTS

PROMISSORY NOTE
(Subordinate Lien Mortgage Loan)

_____, 20 ___ _____, Minnesota

FOR VALUE RECEIVED, the undersigned, [FULL LEGAL NAME OF BORROWER], a [single/married] person, [and [FULL LEGAL NAME OF ADDITIONAL BORROWER, if any – delete if N/A], a [single/married] person] (individually and together, "**Borrower**"), whose address is [Street Address], [City], Minnesota, [ZIP Code], hereby promises to pay to TWIN CITIES HABITAT FOR HUMANITY, INC., a Minnesota nonprofit corporation ("Lender"), whose address is 1954 University Avenue West, Saint Paul, Minnesota 55104, at such place as Lender may designate herein and in immediately available funds, the principal sum of _____ and 00/100 DOLLARS ($_____.00) ("Principal"), together with Default Interest (as defined herein) on the unpaid Principal balance as and when set forth herein.

1. SECURED NOTE

Borrower's obligations under this Note are secured by that certain Mortgage dated even herewith (the "Mortgage") that is being recorded against Borrower's property located at [Street Address], [City], Minnesota, [ZIP Code] upon real property described in the Mortgage (the "Property").

2. INTEREST

This Note will not bear interest, except for Default Interest, if any.

3. PAYMENTS

(A) Time and Place of Payment

Borrower will pay the Principal amount of this Note to Lender on or before _____, 20___ (the "Maturity Date") (unless Principal is forgiven pursuant to Section 3(B) below) or immediately upon: (i) a Sale (as hereinafter defined) of the Property (as hereinafter defined) by Borrower before the Maturity Date, to the extent that proceeds of the Sale remain after Borrower pay off the then outstanding balance of the loan evidenced by the First Mortgage Note (as defined in Section 7 below) and secured by the Property; or (ii) Borrower's default under the terms of this Note. If the proceeds of such a Sale are sufficient to make full payment of the outstanding Principal due under this Note and to pay fully any sums owed on the First Mortgage Note, then, subject to Section 4 below, Borrower may retain any remaining proceeds of the Sale. Any Sale must comply with the terms and conditions of this Note, the Mortgage, and the Declaration (as defined herein).

For purposes of this Note, the term "Sale" and all forms and derivatives thereof shall mean any sale, conveyance, mortgage, pledge, grant of a security interest or other transfer of the Property.

Borrower will make any payments due under this Note to Lender at 1954 University Avenue West, Saint Paul, Minnesota 55104, or at a different place if required by the Lender.

(B) Principal Forgiveness

Subject to each Borrower under this Note owning and occupying the Property continuously as his, her, or their principal residence and Borrower not being in default under the terms of this Note or any other documents executed in connection herewith, $_____ of the original Principal balance of this Note shall be forgiven by the Lender on each anniversary date of this Note for the first seven (7) anniversary dates of this Note. The maximum amount of Principal that may be forgiven pursuant to the foregoing sentence shall be $_____. All remaining amounts due under this Note shall be forgiven at the time of the Maturity Date.

4. DEFAULT INTEREST, BORROWER'S OBLIGATION TO PAY EQUITY-SHARING FEE, AND PURCHASE OPTION

(A) Default Interest

This Note shall not bear interest, except as follows. After any default by Borrower under this Note, the unpaid Principal balance shall bear interest (the "Default Interest") at a rate equal to the lesser of eight percent (8%) per annum or the maximum rate allowed by Minnesota law, and the Default Interest shall accrue from and after the date the Lender declares this Note due and payable through and including the date of payment in full.

(B) Equity-Sharing Fee

Borrower has agreed to pay that certain equity-sharing fee (the "Equity-Sharing Fee") to Lender following Borrower's sale of the Property under certain circumstances as set forth that certain Declaration of Covenants, Conditions and Restrictions by Borrower in favor of Lender dated even herewith and recorded against the Property (the "Declaration").

(C) Purchase Option

Borrower acknowledges that the Lender has retained an option to purchase the Property under certain circumstances as set forth the Declaration.

5. AMOUNT DUE ON SALE

All outstanding Principal and other amounts owned by Borrower under this Note shall be due and payable upon a Sale of the Property.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the Default Interest or other loan charges collected or to be collected in

connection with this loan exceed any permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit will be refunded to Borrower. The Lender may choose to make this refund by reducing the Principal Borrower owes under this Note or by making a direct payment to Borrower. If such refund reduces Principal, the reduction will be treated as a partial prepayment.

7. DEFAULT

Borrower is, on or before this date, also obtaining a first priority mortgage loan from TCHFH Lending, Inc., and evidenced by a promissory note (the "First Mortgage Note") and secured by a mortgage (the "First Mortgage"). If Borrower does not pay any sum due under this Note or the First Mortgage Note on a date that the sum is due, or if Borrower breaches any provision or covenant contained in this Note, the Mortgage, the First Mortgage Note, the First Mortgage, or the Declaration, Borrower will be in default under this Note. Upon the occurrence of a default under this Note, the Lender shall have, in addition to any and all other rights and remedies available to it, the right and option to declare the outstanding Principal balance of this Note, together with any Default Interest, immediately due and payable without notice, demand or presentment for payment to Borrower or others, and the right to foreclose all liens and security interests that secure the payment of this Note and to invoke all rights and remedies related thereto. The remedies of the Lender as provided herein shall be cumulative and concurrent, may be pursued singly, successively, or together, at the sole discretion of the Lender and may be exercised as often as occasion therefor shall arise. Even if, at a time when Borrower is in default, the Lender does not require Borrower to pay immediately in full as described above, the Lender will still have the right to do so if Borrower is in default at a later time. No act or omission by the Lender, including specifically any failure to exercise any right or remedy, shall be deemed a waiver or release of the same; any such waiver or release shall be effective only as set forth in a written document executed by the Lender and then only to the extent set forth therein. If the Lender has required Borrower to pay immediately in full as described above, the Lender will have the right to be paid back by Borrower for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, including, but not limited to, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower gives the Lender a notice of my different address.

Any notice that must be given to the Lender under this Note will be given by delivering it or by mailing it by first class mail to the Lender at the address stated above or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed.

Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all of them together. This means that any one of such parties may be required to pay all of the amounts owed under this Note.

10. WAIVERS

Borrower hereby waives the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require the Lender to give notice to other persons that amounts due have not been paid.

11. ASSIGNMENT AND AMENDMENT

Borrower understands that Lender may assign its interest in this Note and the Mortgage without the prior consent of Borrower. Lender or any assignee of this Note who is entitled to receive payment under this Note is called the "Note Holder." This Note may be modified or discharged only pursuant to a writing duly executed by both Lender and Borrower.

12. NON-RECOURSE LOAN

Borrower's obligation to repay any amounts due under this Note is nonrecourse. Borrower shall not be deemed to be personally liable for repayment of this Note or the performance of any of the covenants and agreements contained in this Note or the Mortgage. If the Lender shall at any time take action to enforce the obligations of Borrower under this Note or the Mortgage, the Lender will proceed to foreclose on the Property in lieu of instituting suit upon this Note. If, from such foreclosure and sale of the Property, a lesser sum is realized than the amount due and owed to Lender under this Note, the Lender shall not initiate any action, suit, claim or demand at law or in equity against Borrower for or on account of such deficiency. Notwithstanding the foregoing, Borrower shall at all times be and remain personally liable and obligated on a joint and severable basis, for any and all indebtedness, liabilities and obligations of Borrower to the Lender relating or pertaining to: (i) fraud or material misrepresentation by or on behalf of Borrower; (ii) the commission of waste or willful damage with respect to the Property; and (iii) the nonpayment of real estate taxes and property insurance premiums in accordance with the terms of the Mortgage.

If the Property is sold at a foreclosure sale (or other such appropriate action or proceeding), the proceeds of such sale shall be applied first to the discharge of that portion of the indebtedness, obligations and liabilities owed to the Lender remaining unpaid, as to which Borrower is not fully personally liable, it being the intention that the application of the proceeds of any such sale shall be in such manner as not to extinguish or reduce Borrower's personal liability until all the indebtedness, obligations and liabilities owed to Lender for which Borrower is not personally liable have been paid in full. It is expressly understood and agreed that nothing contained in this paragraph shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness, obligations and liabilities evidenced by this Note, the Mortgage or any other related

documents, or otherwise affect or impair the Lender's ability to enforce his, her or its rights to and against the Property.

13. GOVERNING LAW

This Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the date first above written.

BORROWER:

_____
[Type Name]

_____
[Type Name]

Lender: Twin Cities Habitat for Humanity, Inc.
NMLSR ID # 400065

Loan Originator: _____
NMLSR ID #: _____

[TOP 3 INCHES ABOVE THIS LINE RESERVED FOR RECORDING DATA]

MORTGAGE

THIS MORTGAGE (the "**Mortgage**"), dated as of _____, 20__, is given by [FULL LEGAL NAME OF BORROWER], a [single/married] person, [and [FULL LEGAL NAME OF ADDITIONAL BORROWER, if any – delete if N/A], a [single/married] person] (individually and together, "**Borrower**"), whose address is [Street Address], [City], Minnesota, [ZIP Code], to TWIN CITIES HABITAT FOR HUMANITY, INC., a Minnesota nonprofit corporation ("**Lender**"), whose address is 1954 University Avenue West, Saint Paul, Minnesota 55104.

RECITALS

Borrower is justly indebted to Lender in the principal amount of _____ Dollars and 00/100 ($_____), as evidenced by that certain Promissory Note (the "**Note**") of even date herewith, from Borrower payable to the order of Lender, which Note is fully incorporated herein by reference and is secured hereby. The Note shall mature on or before _____, 20__, [thirty (30)] years after the first day of the second calendar month after the date of this Mortgage.

THEREFORE, in consideration of the loan made by Lender to Borrower, Borrower hereby covenants to Lender as follows:

1. Mortgage. To secure the repayment of the Note and all renewals, extensions and modifications of the Note, and to secure Borrower's performance of the covenants and agreements contained in the Note and herein, Borrower hereby mortgages, grants and conveys to Lender with power of sale, the real property located in _____ County, State of Minnesota, legally described on Exhibit A that is attached hereto and incorporated herein by reference, together with all tenements, appurtenances, easements, hereditaments, privileges, minerals and mineral rights, water and water rights, buildings, fixtures, and improvements now or hereafter erected or located on the above-described real property (the "**Mortgaged Premises**"). Borrower is using, has used, or will be using all or a portion of the loan proceeds evidenced by the Note for the payment of the purchase price in connection with Borrower's purchase of the Mortgaged Premises. This Mortgage is a purchase-money mortgage.

2. Statutory Covenants. Borrower makes and includes in this Mortgage the statutory covenants and other provisions set forth in Minnesota Statutes, Section 507.15, and the Borrower, as mortgagor, covenants with the Lender, as mortgagee, the following statutory covenants:

   a. To warrant title to the Mortgaged Premises, subject to the Permitted Encumbrances, if any, as set forth on Exhibit B;

   b. To pay the indebtedness as herein provided;

   c. To pay all taxes and assessments now due or that may hereafter become liens against the Mortgaged Premises before penalty attaches thereto;

   d. To keep all buildings insured against fire and against other hazards specified by Lender for an amount not less than the full replacement cost for the protection of Lender, including, but not limited to, lightning, hazards under the usual "extended coverage" endorsement, and all other hazards and risks of direct physical loss occasioned by any cause whatsoever, subject only to any exceptions and exclusions agreed to in writing by Lender. Such policy of insurance shall be delivered to Lender, name Lender as loss payee under the so-called standard mortgagee clause, contain no pro rata reduction provision, provide for not less than thirty (30) days' notice to Lender of cancellation of said policy, and shall be written by insurance carriers approved by Lender, which approval shall not be unreasonably withheld;

   e. To keep the Mortgaged Premises in good repair and commit no waste; and

   f. That the whole of the indebtedness secured hereby shall become due after default in the payment of any tax, or in the performance of any other covenant contained herein, at the option of Lender.

3. Liens. This Mortgage shall be subordinate to a first mortgage (the **"First Mortgage"**) executed and delivered on this date by Borrower to _____ (the "First Lender") encumbering the Mortgage Premises and securing that certain first mortgage promissory note of even date herewith by Borrower in favor of the First Lender (the **"First Mortgage Note"**). Except for First Mortgage and any other liens and encumbrances, if any, listed on Exhibit B attached hereto or consented to in writing by or granted to Lender ("Permitted Encumbrances"), Borrower will keep the Mortgaged Premises free from all liens (other than liens for taxes, assessments on mechanics' liens not yet due and payable) and encumbrances of every nature whatsoever heretofore or hereafter arising and, upon written demand of Lender, Borrower will pay and procure the release of any such lien or encumbrances.

4. Additional Covenants and Agreements of Borrower. Borrower makes the following additional covenants and agreements with Lender:

   a. Any award of damages under condemnation or payment in lieu thereof for injury to or the taking of all or any part of the Mortgaged Premises are hereby assigned to

Lender and shall be paid first, for amounts due and payable to Lender with authority to apply the award or payment to the indebtedness outstanding on the Note.

b. Any proceeds of any insurance payable by reason of loss or damage to the Mortgaged Premises are hereby assigned to Lender and shall be paid first, for amounts due and payable to Lender with authority to apply the proceeds to the indebtedness outstanding on the Note.

c. Borrower shall hold Lender harmless from all costs and expenses in connection with establishing the priority of this Mortgage, and, if Lender becomes a party to any mechanic's lien suit or other proceeding relating to the Mortgaged Premises or to this Mortgage, Borrower shall reimburse Lender for Lender's reasonable attorneys' fees, costs, and expenses in connection with said suit or proceeding.

d. Borrower shall not sell, convey, mortgage, lease, pledge, grant a security interest in, or otherwise transfer or encumber all or any part of the Mortgaged Premises or any interest therein without the prior written consent of Lender.

e. Borrower shall pay the principal and interest, when due, on the First Mortgage Note and other encumbrances prior to this Mortgage.

f. Borrower shall promptly pay when due all charges for utilities or other services to the Mortgaged Premises including, but not limited to, water, sanitary sewer, electricity, gas, telephone, and trash and garbage removal and, upon request of Lender, shall provide evidence of such payment.

g. Borrower shall use and occupy the Mortgaged Premises solely as Borrower's principal residence, and shall occupy the Mortgaged Premises for at least eight (8) consecutive months of each calendar year for the life of the Mortgage unless Lender otherwise agrees in writing.

h. Borrower shall not lease, rent, or otherwise use the Mortgaged Premises for the production of income. Nothing in this covenant shall prohibit the Borrower from receiving payments from members of Borrower's family in compensation for room and board.

i. If the Mortgaged Premises is subject to declaration or restrictive covenants (the "Declaration") for the benefit of a property owner's association, Borrower shall: (i) timely pay, or cause the payment of, all assessments (if any), levied by the property owner's association against the Mortgaged Premises pursuant to the terms and conditions of the Declaration or any amendments thereto; and (ii) comply with all of the terms and conditions of the Declaration.

j. If the Mortgaged Premises is a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

k. If any of the Mortgaged Premises is located in a federally designated flood prone area, and if flood insurance is available for that area, Borrower shall procure and maintain flood insurance in amounts reasonably satisfactory to Lender. Borrower shall also procure and maintain liability insurance against claims for bodily injury, death, and property damage occurring on or about the Mortgaged Premises in amounts reasonably satisfactory to Lender and naming Lender as an additional insured, all for the protection of Lender.

5. Further Covenants and Agreements of Borrower. Borrower makes the following additional covenants and agreements with Lender:

a. Borrower shall be responsible for the upkeep and maintenance of the Mortgaged Premises, including without limitation: the dwelling; garage or storage building initially constructed by Lender (hereinafter, the "**Garage**"), if any; patio; and all other areas, features or parts of the Mortgaged Premises, and Borrower shall maintain the same free of hazardous substances, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of the Property or the neighborhood. Borrower will maintain the Mortgaged Premises in good condition and repair. Without limiting the generality of the foregoing, Lender may require Borrower to remove offending items, or to use a professional exterminator, and upon Borrower's failure to do so, Lender after reasonable notice may enter the Mortgaged Premises with a professional exterminator or other appropriate contractor and take corrective action, charging Borrower the reasonable cost thereof. Borrower shall do no act, nor any work, that will impair the structural soundness or integrity of the dwelling or Garage, nor do any act, nor allow any condition to exist, which will adversely affect the value of the Mortgaged Premises.

b. No residential or other building, and no fence, wall, patio, Garage, outbuilding or other structure, nor any wire, pipe, cesspool, septic tank, well, path, walkway, tree, hedge, driveway, aerial, antenna, or exterior ornament of any kind, nor any addition, removal, alteration, raising, lowering, or remodeling thereof, including change of color, repainting or redecorating of the exterior, shall be made, erected, altered, placed or permitted to remain on any portion of the Mortgaged Premises unless the structure and improvements (i) are constructed in a good and workman like manner, (ii) comply with all city/state code requirements, and (iii) are in harmony with respect to the external design and location in relation to surrounding buildings and as to general appearance and quality. Lender reserves the right to review any exterior addition or improvement and to require the repair or removal of any exterior addition or improvement that does not, at Lender's sole discretion, meet the forgoing standards. Any such structure or improvement which in the judgment of Lender is a detriment to the appearance of the Mortgaged Premises shall be corrected to conform to the plans and specifications as submitted.

c. Lender shall have the right to order Borrower to remove or alter any structure on the Mortgaged Premises erected in violation of the terms of this Mortgage, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or other violation; or take whatever other steps are

deemed necessary to cure such violation. Any cost incurred by Lender shall automatically become a part of the principal secured hereby and immediately become due and payable.

d. Nothing shall be done or kept on the Mortgaged Premises or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Mortgaged Premises and buildings thereon shall be committed by Borrower or any guest or invitee of Borrower, and Borrower shall be responsible for the repair or replacement of any such damage or waste caused by Borrower or Borrower's guests or invitees. No noxious, destructive, or offensive activity shall be allowed on the Mortgaged Premises or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to neighboring property owners or the public.

e. All parts of the Mortgaged Premises visible from outside the Mortgaged Premises, shall be kept free and clear of all rubbish, debris, and other unsightly materials.

f. No structures of a temporary character shall be kept on the Mortgaged Premises, except that a trailer, boat, camper-bus, or tent may be kept on the Mortgaged Premises if it is currently licensed by the State and is maintained in proper working order and it is not kept in an unsightly manner. No trailer, boat, camper-bus, tent, shack, Garage, or other building (except for the dwelling constructed by Lender) may be used at any time as a residence or sleeping quarters, either temporarily or permanently.

6. Assignment of Leases and Rents. As additional security for the payment of the debts represented by the Note and any amounts that Borrower is obligated to pay pursuant to this Mortgage, Borrower hereby assigns to Lender (the "**Assignment**") all leases now or hereafter affecting the Mortgaged Premises (the "**Leases**") and all rents and profits due or to become due with respect thereto (the "**Rents**"), whether before or after foreclosure or during any redemption period after foreclosure sale, and Borrower hereby further agrees that Lender shall have the power pursuant to this Assignment irrevocably to manage, control, and lease the Mortgaged Premises. Upon the occurrence of an Event of Default hereunder and without regard to waste, adequacy of the security, or solvency of the Borrower, Lender may, at its option, either:

a. Apply to the Minnesota District Court for the county in which the Mortgaged Premises is located for the appointment of a receiver under Minn. Stat. Section 559.17. Lender shall be entitled to such appointment upon showing that an Event of Default has occurred. The receiver shall apply all rents and profits collected from the date of appointment through the redemption period, first as provided in Minn. Stat. Section 576.01, Subd. 2, and thereafter apply the same to the payment of the following items in the order indicated: first, to the payment of any amounts incurred by Lender pursuant to Section 6 herein; second, to the payment of principal and interest on any prior mortgages; third, to the payment of any other prior liens

or encumbrances; and fourth, to the payment of principal and interest on the Note; or

b. Collect all rents and profits from the occupiers of the Mortgaged Premises upon the filing by the Lender, in the appropriate office of the county in which the property is located, of a notice of the occurrence of an Event of Default in the terms and conditions of this Mortgage and the service of said notice of default upon the occupiers of the Mortgaged Premises. From such date of filing and service through the redemption period, Lender shall first apply all rents and profits so collected in the same manner provided in Section 6(a) above. If Lender exercises its rights under this provision, it shall not, solely by reason thereof, be deemed to be a "Lender-in-possession" of the Mortgaged Premises.

7. Payment by Lender. If Borrower fails to pay taxes and assessments, prior liens or encumbrances, expenses and attorneys' fees as above specified, to insure said buildings, improvements, and fixtures, or deliver the insurance policies as aforesaid, Lender may pay such taxes, assessments, prior liens, expenses, and attorneys' fees and interest thereon, or obtain such insurance coverage. Any sum so paid by Lender shall be additional indebtedness of Borrower, bear interest from the date of such payment at the lesser of the rate set forth in the Note or the maximum rate permitted by applicable Minnesota law, be an additional lien upon the Mortgaged Premises, and be immediately payable to Lender upon written demand. This Mortgage secures the repayment of such advances.

8. Events of Default/Acceleration of Maturity. At the option of Lender and in addition to Lender's rights to accelerate the maturity of the indebtedness secured hereby as set forth in the statutory covenants, the entire remaining indebtedness secured by this Mortgage, with any interest thereon as set forth in the Note, shall become immediately due and payable in full upon the occurrence of any of the following, each of which is herein referred to as an "**Event of Default**:"

a. A default by Borrower under the terms of the Note;

b. A default by Borrower in the performance of any other covenants or agreements contained herein;

c. A default by Borrower under the terms of the First Mortgage, the First Mortgage Note, the Habitat Declaration, or any other documents executed in connection with the indebtedness evidenced by the Note and secured hereby;

d. If Borrower shall: (1) apply for or consent to the appointment of a receiver, trustee, or liquidator of himself or herself or of his or her property; (2) be unable to admit in writing his or her ability to pay his or her debts as they mature; (3) make a general assignment for the benefit of creditors; (4) be adjudicated a bankrupt or insolvent; or (5) file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or file any answer admitting the material allegations of a petition

filed against him or her in any bankruptcy, reorganization, or insolvency proceeding; or

e. The use of the Mortgaged Premises, or any part thereof, by Borrower, or others acting under Borrower's control, for any unlawful activity which is a violation of any local, state or federal law, including without limitation the manufacturing, selling, giving away, bartering, delivering, exchanging, distributing or possession with intent to manufacture, sell, give away, barter, deliver, exchange, or distribute a controlled substance.

9. Statutory Power of Sale. At maturity, whether at the stated time or prior thereto by the acceleration of maturity pursuant hereto, Lender (in addition to any other remedies provided for herein or which it may have at law or in equity) shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorneys' fees.

10 WAIVER OF NOTICE AND HEARING. BORROWER HEREBY EXPRESSLY:

a. CONSENTS TO THE FORECLOSURE AND SALE OF THE MORTGAGED PREMISES, AT THE OPTION OF LENDER, BY ADVERTISEMENT PURSUANT TO MINNESOTA STATUES, CHAPTER 580, WHICH PROVIDES FOR SALE AFTER SERVICE OF NOTICE THEREOF UPON THE OCCUPANT OF THE MORTGAGED PREMISES AND PUBLICATION OF SAID NOTICE FOR SIX WEEKS IN THE COUNTY IN MINNESOTA WHERE THE MORTGAGED PREMISES IS SITUATED;

b. ACKNOWLEDGES THAT SERVICE OF SUCH NOTICE MUST BE MADE UPON BORROWER PERSONALLY ONLY IF BORROWER IS AN OCCUPANT OF THE MORTGAGED PREMISES, AND THAT NO HEARING OF ANY TYPE IS REQUIRED IN CONNECTION WITH THE SALE; AND

c. EXCEPT AS MAY BE PROVIDED IN SAID STATUTES, WAIVES ANY AND ALL RIGHT TO PRIOR NOTICE OF SALE OF THE MORTGAGED PREMISES AND ANY AND ALL RIGHT TO A PRIOR HEARING OF ANY TYPE IN CONNECTION WITH THE FORECLOSURE SALE OF THE MORTGAGED PREMISES.

11. Habitat Declaration. As a condition to providing the loan evidenced by the Note and secured by this Mortgage, Lender has required Borrower to execute and record against the Mortgaged Premises that certain Declaration of Covenants, Conditions and Restrictions dated even herewith (the "**Habitat Declaration**"), whereby Borrower has agreed to grant a purchase option in favor of Lender to purchase the Mortgaged Premises, and, if applicable, to pay that certain equity-sharing fee to Lender, each in accordance with the terms and conditions set forth therein. Any default by Borrower under the Habitat Declaration shall be an Event of Default under this Mortgage.

12. Notices. All notices given by Borrower or Lender in connection with this Mortgage must be in writing. Any notice to Borrower in connection with this Mortgage shall be deemed to have been given to Borrower when mailed by first class mail, postage prepaid, or when

actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless applicable law expressly requires otherwise. The notice address shall be the Mortgaged Premises' address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address for Borrower at any one time. Any notice to Lender shall be given by delivering to it or by mailing it by first class mail, postage prepaid, to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Mortgage shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Mortgage is also required under applicable law, the applicable law requirements will satisfy the corresponding requirement under this Mortgage.

13. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Mortgage at the time such documents are executed or within a reasonable time thereafter.

14. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Mortgage, but only if the fee is paid to a third party for services actually rendered and the charging of the fee is permitted by applicable law.

15. Waiver of Homestead. Borrower waives all right of homestead exemption in the Mortgaged Premises.

16. Further Assurances. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver or cause to be made, executed and delivered, to Lender, any and all other amendments to this Mortgage, further instruments, certificates, and other documents as may, in the reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete, clarify, further describe, correct, or to continue and preserve, the obligations of Borrower under this Mortgage or under any other loan documents evidencing the indebtedness secured hereby. Upon any failure by Borrower to do so, Lender may make, execute, and record any and all such amendments, instruments, certificates, and documents for and in the name of Borrower and Borrower hereby irrevocably appoints Lender as its agent and attorney in fact of Borrower so to do.

17. Miscellaneous. This Mortgage shall be governed by and construed in accordance with the laws of the State of Minnesota and shall inure to the benefit of Lender and its successors and assigns. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. If any provision hereof is determined to be unenforceable or invalid, such provision or such part thereof as may be unenforceable or invalid shall be deemed severed from this Mortgage, and the remaining provisions shall be

carried out with the same force and effect as if the severed provision or part had not been made a part hereof.

SIGNATURE PAGE FOLLOWS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage as of the date first above written.

BORROWER:

_____
[Type Name]

_____
[Type Name]

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____, a [single or married] person and _____,a [single or married] person.

_____
Notary Public

This Instrument Was Drafted By:

Twin Cities Habitat for Humanity, Inc.
1954 University Avenue West
Saint Paul, Minnesota 55104

Lender: Twin Cities Habitat for Humanity, Inc.
NMLSR ID #: 400065

Loan Originator: _____
NMLSR ID #: _____

EXHIBIT A
to
MORTGAGE

Legal Description of Mortgage Premises:

[Insert]

EXHIBIT B
to
MORTGAGE
Permitted Encumbrances

1. The First Mortgage (as defined herein).

2. The Habitat Declaration (as defined herein).

3. Any encumbrances disclosed in any lender's policy of title insurance, if any, obtained by Lender in connection with this Mortgage.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of _____, 20___, by [FULL LEGAL NAME OF DECLARANT], a [single/married] person, [and [FULL LEGAL NAME OF ADDITIONAL DECLARANT, if any – delete if N/A], a [single/married] person] (individually and together, "**Declarant**"), in favor of TWIN CITIES HABITAT FOR HUMANITY, INC., a Minnesota nonprofit corporation, and its successors and assigns ("Habitat").

RECITALS:

A. Declarant has agreed to purchase from Habitat, and Habitat has agreed to sell to Declarant, that certain single-family residence located at [full property address] upon real property legally described on Exhibit A hereto (the "Property").

B. Habitat has provided one or more of the following forms of assistance to Declarant to enable Declarant to purchase the Property and to otherwise provide ongoing benefits to the Property, as applicable: affordability gap or downpayment assistance, homebuyer education courses, incurring development costs in connection with the Property not included in the purchase price being paid by Declarant, one or more Loans (as defined herein) from Habitat or its affiliates to finance Declarant's purchase of the Property, and/or assisting Declarant with obtaining gap financing from third party sources to be used in connection with Declarant's purchase of the Property (collectively, the "Habitat Assistance").

C. As a condition to Habitat providing the Habitat Assistance and furthering Habitat's charitable purpose, Habitat requires Declarant to execute and deliver this Declaration whereby (i) Declarant agrees to use and occupy the Property solely as Declarant's principal residence and shall occupy the Property for at least eight (8) months of each calendar year, (ii) Declarant will grant to Habitat an option to purchase the Property under the terms and conditions set forth herein in order to ensure that the Property continues to be utilized as a single family residence for low-income households, (iii) Declarant will agree to share a portion of any increased value of the Property with Habitat or a future owner of the Property upon any future sale of the Property, as applicable, and (iv) such other matters set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby impose upon the Property and hereby represents, covenants, and agrees that the following covenants, conditions, and restrictions shall be covenants running with the land, shall be binding upon Declarant, Declarant's successors and assigns, and shall inure to the benefit of Habitat and its successors and assigns, as follows:

1. Definitions. As used in this Declaration, the following capitalized terms shall have the following meanings:

   a. "Election Notice" shall have the meaning assigned to such term in Section 3.b. of this Declaration.

   b. "Equity Sharing Fee" shall have the meaning assigned to such term on Exhibit B hereto.

   c. "Habitat Assistance" shall have the meaning assigned to such term in the Recitals to this Declaration.

   d. "Loan" or "Loans" shall mean one or more loans from Habitat or its affiliates to Declarant in connection with Declarant's purchase of the Property.

   e. "Loan Documents" shall collectively mean any promissory note, mortgage, and any other documents executed in connection with a Loan from Habitat to Declarant.

   f. "Option Purchase Price" shall mean an amount equal to the greater of (i) the then-current Property Fair Market Value, or (ii) the aggregate amounts due and payable to Habitat under any outstanding Loans from Habitat to Declarant as of the closing of the Sale of the Property to Habitat.

   g. "Property" shall have the meaning assigned to such term in the Recitals to this Declaration.

   h. "Property Fair Market Value" shall have the meaning assigned to such term in Section 3.c. of this Declaration.

   i. "Purchase Agreement" shall have the meaning assigned to such term in Section 3.d. of this Declaration.

   j. "Purchase Option" shall have the meaning assigned to such term in Section 3 of this Declaration.

   k. "Qualified Buyer" shall have the meaning assigned to such term in Section 3.e. of this Declaration.

   l. "Sale" shall have the meaning assigned to such term in Section 3 of this Declaration.

   m. "Sale Notice" shall have the meaning assigned to such term in Section 3.a. of this Declaration.

2. Runs with the Land. Declarant intends, declares, and covenants that the covenants set forth herein governing the use, occupancy, and transfer of the Property shall be and are covenants

running with the Property for the term stated herein and binding upon all subsequent owners of the Property for such term, and are not merely personal covenants of Declarant.

3. Purchase Option. In the event Declarant intends to sell or convey the Property or any portion thereof (a "Sale") during the term of the Declaration, Declarant irrevocably grants to Habitat the option to purchase the Property for an amount equal to the Option Purchase Price in accordance with the terms and conditions of this section (the "Purchase Option").

   a. If Declarant desires to undertake a Sale of the Property, Declarant shall provide written notice to Habitat ("Sale Notice") at least thirty (30) days before any of the following events: (i) listing the Property for sale; (ii) making a formal offer to sell the Property to a third party; or (iii) accepting an offer from a third party seeking to purchase the Property. The Sale Notice shall describe the portion of the Property that will be impacted by such proposed Sale, the desired closing date, and any other relevant terms of the desired Sale of the Property reasonably required by Habitat.

   b. If Habitat desires to exercise the Purchase Option, Habitat shall notify Declarant in writing of its intention to exercise the Purchase Option to purchase all of the Property within thirty (30) days after Habitat receives the Sale Notice from Declarant (the "Election Notice").

   c. Within ten (10) business days after the date of the Election Notice, Habitat shall engage an appraiser to determine the current fair market value of the Property (the "Property Fair Market Value"). The cost of the appraisal in connection with the first Sale Notice delivered by Declarant shall be split equally between Habitat and Declarant and shall be paid at closing. Any additional appraisals that become necessary in connection with any subsequent Sale Notice shall be paid for solely by Declarant at the time the appraisal is ordered. Promptly after Habitat's receipt of any appraisal that has accurately determined the Property Fair Market Value in Habitat's reasonable opinion, Habitat will determine the Option Purchase Price and provide such calculation to Declarant. Notwithstanding anything to the contrary herein, Habitat may retract its Election Notice at any time prior to the execution of a Purchase Agreement (as defined below).

   d. Within thirty (30) days after the Option Purchase Price has been determined, Declarant and Habitat shall negotiate in good faith and enter into a purchase agreement (a "Purchase Agreement") for the Property, which Purchase Agreement shall include the following terms: (i) Declarant shall sell the Property to Habitat for an amount equal to the Option Purchase Price, (ii) a closing date for the Sale of the Property to Habitat that is not later than six (6) months after the date of the Sale Notice, (iii) Habitat shall have a right to terminate the Purchase Agreement without penalty after completing its due diligence review, (iv) customary prorations and sharing of closing costs between Habitat and Declarant, and (v) other reasonable closing terms that are customary for similar transactions. Habitat shall be responsible for the costs of drafting the Purchase Agreement.

e. If Habitat does not elect to exercise the Purchase Option, Declarant may only sell the Property under terms consistent with the Sale Notice to a buyer that meets the following criteria: (i) verified annual gross income that is at or below [___%] area median income, adjusted for family size, as determined by the United States Department of Housing and Urban Development, and (ii) such buyer intends to use the Property as such buyer's primary residence (a "Qualified Buyer"). Declarant shall cause such buyer to provide reasonable documentation and/or certifications to Habitat to confirm that the buyer meets the criteria to be a Qualified Buyer. Upon the closing of such Sale of the Property to a Qualified Buyer, Declarant shall (i) repay any and all sums due under any outstanding Loans, and (ii) any Equity Sharing Fee that is due and payable to Habitat.

f. Notwithstanding anything to the contrary herein, during the term of this Declaration, the Purchase Option shall remain in place for all future proposed Sales of the Property regardless of whether Habitat has previously exercised or not exercised the Purchase Option in connection with any prior Sale.

g. Any Sale of the Property not made in compliance with the requirements of this Declaration shall be null and void.

4. Equity Sharing Fee. Declarant acknowledges and agrees that in furtherance of Habitat's mission, Declarant is required to preserve a portion of any future appreciation in value of the Property to ensure that the Property will remain affordable to potential low- and moderate-income homebuyers in need of assistance from Habitat following any Sale of the Property. In order to accomplish such requirement, Declarant agrees to pay any Equity Sharing Fee required under the terms and conditions set forth on Exhibit B hereto. Notwithstanding anything to the contrary herein, during the term of this Declaration, Declarant and any successors and assigns of Declarant shall be required to pay the Equity Sharing Fee in connection with any and all future proposed Sales of the Property regardless of whether the Equity Sharing Fee was previously paid in connection with a prior Sale.

5. Term. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date hereof. Declarant declares, represents, covenants, and agrees for Declarant and Declarant's successors and assigns that the agreements set forth herein for the entirety of the foregoing term are independent of the existence of any Loan and that the provisions of this Declaration will survive (i) the termination or extinguishment of any Loan and/or Loan Documents executed in connection with any such Loan, (ii) the termination of any financing or security instruments placed of record by other lenders, and (iii) any Sale of the Property.

6. Reasonable Terms. Declarant agrees that this Declaration constitutes a reasonable burden on the Property in light of the financial benefits and other consideration given to Declarant by Habitat, which benefits include, but are not limited to, the Habitat Assistance.

7. Remedies. Habitat, or its successors and assigns, may initiate and prosecute any proceedings at law or in equity to abate, prevent, or enjoin any violation, or to specifically enforce the terms and conditions of this Declaration, or to recover damages caused by such violation or attempted violation. No delay in enforcing the provisions of this Section will waive Habitat's right to enforce that violation at any later time. Declarant shall be responsible for any and all reasonable attorneys' fee or other expenses incurred by Habitat under any action pursued by Habitat under this section.

8. Further Assurances. At any time and from time to time, upon request by Habitat, Declarant will make, execute and deliver or cause to be made, executed and delivered, to Habitat, any and all other amendments to this Declaration, further instruments, certificates, and other documents as may, in the reasonable opinion of Habitat, be necessary or desirable in order to effectuate, complete, clarify, further describe, correct, or to continue and preserve, the obligations of Declarant under this Declaration. Upon any failure by Declarant to do so, Habitat may make, execute, and record any and all such amendments, instruments, certificates, and documents for and in the name of Declarant and Declarant hereby irrevocably appoints Habitat as its agent and attorney in fact of Declarant so to do.

9. Successors and Assigns. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Declarant and Habitat.

10. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

11. Amendment. Except as otherwise set forth in this Declaration, the provisions of this Declaration may not be amended during the term of this Declaration except by an instrument in writing executed by Declarant and Habitat, or their respective successors or assigns.

12. Notices. Any notice, request, demand, or other communication permitted or required hereunder shall be deemed duly given if delivered or mailed postage prepaid, certified or registered, as follows:

If to Declarant: [_____]
_____
_____

If to Habitat: Twin Cities Habitat for Humanity, Inc.
1954 University Avenue West
Saint Paul, Minnesota 55104
Attention: Chief Real Estate Officer

13. Headings. The headings of the sections contained herein are for convenience only and are not to be construed to be a part of or limit or affect the terms hereof.

14. Governing Law. The validity, construction and enforceability of this Declaration shall be governed by the internal laws of the State of Minnesota, without giving effect to conflict of laws principles thereof.

15. Recitals. Declarant agrees that the recitals set forth above are true and correct in all respects and form an integral part of this Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT**:**

_____
[Full Legal Name]

_____
[Full Legal Name]

[***Delete reference to additional Declarant if only one person signing. For married persons, both should sign regardless of whether both are on title to the property or not]***

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, a [single/married] [person[, and _____, a [single/married] person].

My Commission expires _____

This Instrument Drafted By:

Twin Cities Habitat for Humanity, Inc.
1954 University Avenue West
Saint Paul, Minnesota 55104

EXHIBIT A

Legal Description of the Property

[Insert legal description]

EXHIBIT B

Equity Sharing Fee

For good and valuable consideration, including, but not limited to, the Habitat Assistance, Declarant agrees to pay the Equity Sharing Fee (as defined below) to Habitat upon the closing of any Sale of the Property to any party, including Habitat following its exercise of the Purchase Option, during the term of this Declaration as follows:

a. For purposes of this Declaration, the term "Equity Sharing Fee" means an amount equal to seventy-five percent (75%) of the difference between (i) the current Property Fair Market Value, less (ii) the original purchase price for the Property paid by Declarant, plus the aggregate amount of capital improvements made to the Property during the time Declarant has owned the Property, as determined by Habitat in accordance with its Capital Improvements Credit Policy in effect at the time the Equity Sharing Fee is calculated. Declarant acknowledges and agrees that such Capital Improvements Credit Policy may be modified from time to time by Habitat in its sole discretion.

b. Declarant shall provide Habitat with written notice of any proposed Sale at least sixty (60) days prior to the anticipated closing of such Sale. Such notice shall include the expected purchase price, the anticipated closing date of such Sale, evidence that the proposed buyer is a Qualified Buyer, and the name and contact information for the title company assisting with the Sale. Within sixty (60) days of its receipt of such notice, Habitat will provide Declarant with an estimated Equity Sharing Fee due and payable to Habitat, if any.

c. Any Equity Sharing Fee owed to Habitat shall be payable either (i) in cash directly to Habitat from the title company assisting with such closing, or (ii) Habitat shall have the option to instead receive a deemed payment of the Equity Sharing Fee in the form of reduction of the purchase price due from the buyer to Declarant at the closing of the Sale.

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Danette Parr, Community Development Director

PRESENTER: Danette Parr, Community Development Director

AGENDA ITEM: ICMA/Economic Mobility and Opportunity Subgrant Agreement

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

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Policy Issue:

In March 2025, City staff applied to participate in the Economic Mobility and Opportunity (EMO) Peer Learning Cohort and Grant Program. In April, it was announced that Maplewood was selected as one of fifteen municipalities and counties nationwide—representing a diverse range of populations, geographies, and budgets—to join the program and receive grant funding.

To proceed, the city council is being asked to approve a subgrant agreement between the ICMA and the City of Maplewood.

Recommended Action:

Motion to approve the ICMA/Economic Mobility and Opportunity Subgrant Agreement and authorize the appropriate staff to execute the agreement.

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: NA

Strategic Plan Relevance:

✓ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ✓ Operational Effectiveness ✓ Targeted Redevelopment

The city supports development and the leveraging of resources to expand the tax base while meeting the diverse needs of the entire community. In addition, the city promotes quality housing, commercial development and business growth.

Background:

Facilitated by ICMA with support from the Gates Foundation, the EMO program will provide Maplewood staff with valuable resources to help identify and advance strategies that improve upward economic mobility for city residents.

As part of the program, expenses will be covered for staff to attend the 2025 National Economic Mobility Conference, which will kick off the nine-month peer learning cohort. The conference will also connect staff with national experts in economic development tools and best practices, supporting efforts to enhance Maplewood's economic success.

In addition to the conference, the grant also entitles the City of Maplewood to $20,000 to support a future program aimed at promoting economic mobility and opportunity within the community. The details of that program will be developed in the coming months.

To proceed with the grant, the city must comply with the conditions in the attached ICMA/Economic Mobility Subgrant Agreement. Staff have reviewed the document and are comfortable with the conditions.

Attachments:

1. ICMA/Economic Mobility and Opportunity Subgrant Agreement

Subgrant Agreement

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION
777 N Capitol St. NE. Ste. 500
Washington, DC 20002-4201
202.962.3680 | 202.962.3500 (f)
icma.org

ICMA Subgrant Number:	U09/Maplewood_MN/Subgrant Agreement/Fixed Price/05142025
Subgrantee Name:	City of Maplewood, MN
Subgrantee Address:	1830 County Rd B E, Maplewood, MN 55109
Subgrant Period of Performance:	Date of Countersignature – December 31, 2025
Total Subgrant Amount:	$24,000
Subgrant Summary Project Description:	To assess and address local economic mobility and opportunity issues in their community.
Prime Grant Agreement Client/Funder:	The Gates Foundation
Gates Foundation Investment No.	INV- 064910
Prime Award Title:	Community of Practice (COP) Network Partner - ICMA
Prime Award Type:	Grant Agreement
Prime Grantee:	International City/County Management Association (ICMA)

Contents:
- Award Cover Page
- Subgrant Agreement
- Attachment A Statement of Work (SOW)
- Attachment B Subgrantee Payment Request Template
- Attachment C Prime Grant Agreement Flow-down Terms and Conditions

Entire Agreement: This Subgrant Agreement supersedes and replaces all written or oral agreements, if any, and constitutes the entire understanding between the parties with respect to the subject matter hereof. This Subgrant Agreement may be modified by subsequent written addenda mutually agreeable to both parties, with the exception of those made pursuant to the clause entitled "Changes" of the General Provisions of this Agreement.

Each party represents that it has read this entire Agreement and agrees to perform in accordance with the terms and conditions contained herein. Each signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the party whom such signatory represents.

International City/County Management Association

Name: Sabina Agarunova
Title: Chief Financial Officer
Date:

City of Maplewood, MN

Name: Danette Parr
Title: Community Development Director
Date:

ARTICLE 1 PURPOSE OF SUBGRANT AGREEMENT

The Bill and Melinda Gates Foundation (hereinafter referred to as "Gates Foundation" or "Funder") has executed a Grant Agreement/Prime Award to the International City/County Management Association (hereinafter referred to as "ICMA"), to implement the COP Network Partner – ICMA hereafter referred to as the "Gates Economic Mobility Project." The Subgrantee shall comply with all terms and conditions, specifications, directions and other applicable information throughout the performance of this Subgrant Agreement. Subgrantee shall perform or cause to be performed all work or services required in the Statement of Work under the technical direction and control of ICMA as further described in Attachment A (hereinafter known as "the Work").

ARTICLE 2 PERIOD AND PLACE OF PERFORMANCE

2.1 Period of Performance: The term of performance for this Agreement is specified on the Award Cover page, unless terminated earlier by either party or extended by ICMA as provided herein. Subgrantee's period of performance is from **date of countersignature – December 31, 2025.**

2.2 Place of Performance: For this Subgrant Agreement, the place of performance shall be the United States, in accordance with applicable terms and conditions of this Subgrant Agreement and ICMA's Grant Agreement/prime award with its Client.

2.3 All periods of time referred to in this Agreement shall be measured in calendar days, unless otherwise specified.

ARTICLE 3 SUBGRANT AGREEMENT TYPE

This is a Fixed-Price type Subgrant Agreement. For the consideration set forth below, the Subgrantee shall provide the deliverables or outputs described in the **Statement of Work, Attachment A,** and comply with all Subgrant Agreement requirements.

ARTICLE 4 CONSIDERATION AND PAYMENT

4.1 Subgrant Agreement Budget and Ceiling

ICMA hereby awards to **the City of Maplewood, MN** (hereinafter referred to as "Subgrantee"), a Subgrant Agreement for a total amount of **$ 24,000 USD** payable according to the **Payment Schedule**, and as more fully described, in the **Statement of Work, Attachment A.** The total Subgrant Agreement amount is inclusive of the **$4,000** authorized via the Letter of Authorization issued prior to Subgrant Agreement execution.

This award amount may not be adjusted without a mutually agreeable modification to this Subgrant Agreement. The Subgrantee will not request payment for any amounts against this Subgrant Agreement in excess of the amounts specified for each deliverable listed under the **Payment Schedule** in the **Statement of Work, Attachment A.**

4.2 Requests for Payment
The Subgrantee shall submit a request for payment per the **Payment Schedule** in the **Statement of Work in Attachment A**. Please see **Attachment C, Subgrantee Payment Request Template**, for additional guidance. Requests should be sent to the attention of ICMA Accounts Payable at accountspayable@icma.org with a copy to: Anna Mitchell, Senior Program Manager at amitchell@icma.org.

The Subgrantee should retain on file the original receipts for all expenditures and individuals' original timesheets for claimed labor costs, and work rendered. Original documentation should be made available to an authorized representative of ICMA and/or the Gates Foundation upon request.

ICMA shall pay the Subgrantee within 30 calendar days following the receipt of a complete error-free payment request to ICMA, subject to approval by ICMA. Subgrantee shall retain record of transactions related to this Subgrant Agreement for four years from the day of the last payment under this Subgrant Agreement. All expenses claimed by the Subgrantee remain subject to ICMA and the Gates Foundation audit and subsequent adjustment. Subgrantee agrees to reimburse ICMA for any costs disallowed by the Gates Foundation, if payment was received by Subgrantee.

The final payment request shall be clearly marked as "final."

4.3 Return of Funds
Any Subgrant funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant Agreement must be (a) returned promptly to ICMA no later than 30 days from submission of the final report which includes reporting of the total expenditures.

ARTICLE 5 INDIRECT COST RATES

The Subgrantee shall not change its established method of classifying or allocating indirect costs without the prior written approval of ICMA. If such a change is made, the Subgrantee shall notify ICMA with its proposed rates and bases.

ARTICLE 6 REPORTS AND DELIVERABLES

6.1 The Subgrantee shall, except as otherwise provided, furnish the personnel, materials, equipment, property, and travel necessary to perform the Work as described in the **Statement of Work,** which is incorporated herein as **Attachment A**. All efforts performed shall also be in accordance with the terms and conditions of the Subgrant Agreement and any attachments specifically incorporated by reference herein and modifications hereto. For all Work performed, the Subgrantee shall report to and, where required, seek approval from ICMA throughout the life of this Subgrant Agreement.

6.2 If required by ICMA, the Subgrantee shall provide assistance in the completion of the reports and deliverables as further described in **Attachment A, Statement of Work.**

6.3 All reports and other outputs must be in the English language, unless otherwise specified by ICMA.

ARTICLE 7 SUBSTANTIAL INVOLVEMENT

Substantial involvement is anticipated between ICMA and Subgrantee during the performance of activities under this Subgrant Agreement. Substantial involvement shall be limited to:

(a) Participating and providing guidance in the design, direction, and execution of all program activities;
(b) Approving any travel, if applicable, by Subgrantee staff that is not in the approved budget;
(c) Participating and/or providing input on the development of program timelines and agendas;
(d) Approving expenses that are not in the approved budget;
(e) Approving decisions related to special circumstances or problems throughout the duration of program.

ARTICLE 8 PRIMARY POINT OF CONTACT

Subgrantee contacts with ICMA regarding the Subgrant Agreement terms and conditions, issues, etc. shall be made with ICMA's designated representatives as listed below. Agreements and/or actions taken by the Subgrantee which by their nature effect a change to this Subgrant Agreement shall only be binding upon the Subgrantee when such agreement or action is specifically authorized in writing by ICMA's authorized representative. All correspondence between the Subgrantee and ICMA shall be addressed to the following individuals are designated as ICMA's and Subgrantee's representatives.

For	ICMA	Subgrantee
Address:	777 North Capitol Street, N.E. Suite 500 Washington, DC 20002-4201	1830 County Rd B E, Maplewood, MN 55109
Subgrant Agreement Administrator:	Brancy Finkler Director of Contracts/Compliance Email: bfinkler@icma.org	Danette Parr Community Development Director Email: Danette.Parr@MaplewoodMN.gov
Technical Representative:	Laura Goddeeris Program Director Email: lgoddeeris@icma.org	Danette Parr Community Development Director Email: Danette.Parr@MaplewoodMN.gov
Program Administration Representative	Anna Mitchell Senior Program Manager Email: amitchell@icma.org	Danette Parr Community Development Director Email: Danette.Parr@MaplewoodMN.gov
Financial Representative	Nada Mohamed Director of Finance/Controller Email: nmohamed@icma.org	Joe Rueb Finance Director Joe.Rueb@MaplewoodMN.gov

Any notice given by any of the parties will be sufficient only if in writing and sent by email to the ICMA and Subgrantee representatives designated above.

ARTICLE 9 COMMUNICATION WITH CLIENT

All of the Subgrantee's written or oral communications with or to the Client, or local agencies directly relative to work under the Subgrant Agreement, must be through or with the authorization of ICMA. Should Subgrantee be required to communicate directly with ICMA's Client, Subgrantee shall request written consent from ICMA within a reasonable amount of time prior to any communications taking place, and such consent shall not be unreasonably withheld.

ARTICLE 10 NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain any employee of the other, performing under this Subgrant Agreement, during the term of this Subgrant Agreement, and for one year following the termination or expiration of this Subgrant Agreement, without the prior written consent of the other party. This provision shall not prevent any employee of either party applying for a publicly advertised position of the other.

ARTICLE 11 RELATION BETWEEN THE PARTIES

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of joint venture, partnership, agency or employment between the parties hereto or of Subgrant Agreement either as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Subgrantee and any officers or employees and ICMA and any officers or employees thereof shall not be considered an employee of the other.

ARTICLE 12 TAXES

The Subgrantee and their personnel shall pay such taxes, duties, fees, and other impositions levied under the Applicable Law.

ARTICLE 13 INSURANCE

The Subgrantee shall purchase and maintain throughout the course of the Work and period of performance of this Subgrant Agreement, insurance that is required under the Applicable Law and such insurance that will protect the Subgrantee, Client, and ICMA from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subgrantees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Subgrantee or by any other person; and claims for damages because of injury

to or destruction of tangible property, including loss of use resulting there from. At ICMA's request, the Subgrantee will provide ICMA with satisfactory evidence of compliance with this requirement.

ARTICLE 14 INDEMNIFICATION

14.1 The Subgrantee shall defend, indemnify, and hold harmless the Gates Foundation, ICMA and its agents, officers and directors and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the recipient, its agent, officers and directors, employees and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. The Subgrantee agrees to flow down the substance of this clause to all applicable consultants, Subgrantees, and subcontractors. Likewise, ICMA shall defend, indemnify, and hold harmless the Subgrantee and its agents, officers and directors and employees from and against all claims, liability, losses, costs or expenses, including attorney's fees, arising out of the acts, errors or omissions of ICMA, its agents, officers and directors, employees, Subgrantees, subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries that may be incurred throughout the performance of this Agreement. Except as specifically stated in this Agreement, this agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

14.2 The Subgrantee further agrees that if ICMA should incur any legal cost whatsoever resulting from the lack of the insurance coverage identified in Article 13 on the part of the Subgrantee, while engaged in the Work as identified in this Subgrant Agreement, the Subgrantee will indemnify, and hold harmless ICMA and the Client from any such costs which the Subgrantee may legally be required to pay.

14.3 Except as specifically stated in this Subgrant Agreement, this Subgrant Agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

ARTICLE 15 INTELLECTUAL PROPERTY RIGHTS

15.1 The term "intellectual property" shall include but not be limited to publications, work products, software and software codes, trade names, documentation, and technical data that are created under the Subgrant Agreement with funding made available by or through ICMA. Unless otherwise agreed, all intellectual property created by Subgrantee and/or its employees, agents and Subgrantees under the Subgrant Agreement will be the property of the Gates Foundation. Subgrantees shall include the substance of this section in any lower-tier subcontracts.

15.2 The Subgrantee warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Subgrant Agreement. The Subgrantee shall indemnify and save ICMA and ICMA's Client harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the Subgrantee under this Agreement.

ARTICLE 16 CONFIDENTIAL AND PROPRIETARY INFORMATION

16.1 All reports generated and data collected during this activity shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of ICMA. All findings, conclusions and recommendations shall be considered confidential and proprietary.

16.2 In performing the Work, the Subgrantee shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than ICMA, either during or after the term of this Subgrant Agreement (or for the period of time stipulated in applicable data), any proprietary information of ICMA, whether relating to the Work performed hereunder or to the business and affairs of ICMA, or ICMA's Client. Such information shall include, without limitation, ICMA or Client manuals, forms, or procedures. Disclosure shall not be made without the prior written consent of the ICMA unless disclosure is required by law, in which case notification of the request for such information shall be provided to ICMA prior to release. Information identified in writing by the Subgrantee as confidential and/or proprietary shall be similarly treated by ICMA. This clause applies to information which has been designated as proprietary or which should be treated as proprietary in light of the circumstances surrounding its acquisition without the prior written consent of ICMA.

16.3 The Subgrantee shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of ICMA which shall not be unreasonably withheld.

ARTICLE 17 WARRANTIES AND REPRESENTATIONS

Subgrantee warrants and represents that it is duly formed and existing and has all rights necessary to perform its obligations hereunder. Additionally, Subgrantee warrants that all Work performed hereunder shall be performed to the industry highest professional standards, and Subgrantee agrees to correct or re-perform any Work not in compliance with this standard at no additional cost, if ICMA notifies Subgrantee within five (5) business days from the receipt of notice from the Client if reperformance is requested by the Client. Subgrantee warrants and certifies, to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, or proposed for debarment or suspension by any Federal department or agency, (b) have not within a three-year period preceding this Subgrant been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with a public sector (Federal, State, or local) contract, (c) are not currently the subject of a civil or criminal investigation or an inspector general audit, (d) have neither solicited nor obtained bid or proposal information or source selection information related to the Prime Award, (e) do not have a relevant conflict of interest or the appearance thereof, (f) have not offered anything of value to a current or former U.S. Government Grant Official who participated personally and substantially in the Prime Award and (g) have not made, and will not make, any payment of money or anything of value, directly or indirectly, to any government official, political Party, or candidate for a political office for the

purpose of obtaining or retaining business. Subgrantee agrees to promptly notify ICMA should it learn that any of the above warranties or representations are no longer fully correct.

ARTICLE 18 BINDING EFFECT OF CLIENT DECISIONS

If a binding decision is made by the Client under the Prime Award that pertains to the subject matter of this Subgrant Agreement, the binding Client decision also shall be binding upon Subgrantee. If, as a result of any such binding decision, ICMA is unable to obtain payment or reimbursement under the Prime Award or is required to refund or credit the relevant amount, Subgrantee shall, on demand, promptly withdraw its relevant invoice(s) and/or repay or reimburse such amount(s) to ICMA.

ARTICLE 19 ASSIGNMENT

The Subgrantee shall not further assign any services or work to be performed under this Subgrant Agreement without prior written authorization from ICMA's Subgrant Administrator, which shall not be unreasonably withheld.

ARTICLE 20 APPLICABLE LAW

20.1 In the performance of the Work under this Subgrant Agreement, the Subgrantee shall comply with all applicable US Federal, state, and local laws, rules, and regulations. In the event the Subgrantee is authorized by the Gates Foundation and ICMA to perform work outside the United States, the Subgrantee shall follow all host country laws, rules and regulations. In addition, the Subgrantee shall obtain and maintain the applicable licenses and authorizations to work in the host country through the entire performance period of this Subgrant. Failure to comply with this requirement shall be construed as a material deficiency in the Subgrantee's performance under this Subgrant. This Subgrant shall be construed, interpreted and applied in accordance with the laws of the District of Columbia.

20.2 These provisions shall be interpreted in accordance with the Federal common law of Government as applied by the Federal Courts, Board of Contract Appeals, and quasi-judicial agencies of the Federal government.

ARTICLE 21 STANDARDS OF BUSINESS ETHICS AND CONDUCT

ICMA believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that ICMA employees, agents, Subgrantees and representatives adhere to a particularly high ethical standard. ICMA's expectation is that Subgrantee also will conduct its business fairly, impartially and in an ethical and proper manner. If Subgrantee has cause to believe that ICMA or any employee or agent of ICMA has acted improperly or unethically under this agreement/order, Subgrantee shall report such behavior to the ICMA's Hot Line at 1-877-874-8416 (Toll Free for use within the United States) or online at http://icma.org/hotline.

ARTICLE 22 CHANGES

22.1 ICMA may at any time, by written order, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subgrant Agreement scope of services or to **Attachment A, Statement of Work**. If any change causes an increase or decrease in the Subgrantee's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, ICMA shall make an equitable adjustment and modify in writing the Agreement as applicable. Any claim by Subgrantee for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ICMA within thirty (30) calendar days from the date of receipt by Subgrantee of the written change authorization from ICMA or within such extension of that 30-day period as ICMA, in its sole discretion, may grant in writing at Subgrantee's request prior to expiration of said period. The Subgrantee will not proceed with any changes unless notified to proceed in writing by ICMA. Any changes to this Subgrant Agreement must be in writing.

22.2 Nothing herein will be construed as relieving Subgrantee of its obligations to perform, including without limitation, the failure of the parties to agree upon Subgrantee entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

ARTICLE 23 RIGHTS AND REMEDIES

23.1 No failures of or delay by ICMA in the exercise of any right under this Subgrant Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by ICMA of any breach of any provision of this Subgrant Agreement shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Subgrant.

23.2 Neither the ICMA's nor the Client's review, approval, nor payment for, any of the services required under this Subgrant Agreement shall be construed to have operated as a waiver of any rights under this Subgrant Agreement, or of any cause of action arising out of the performance of this Subgrant Agreement and the Subgrantee shall be and remain liable to ICMA and the Client for damages caused by the Subgrantee's negligent performance of any of the services furnished under this Subgrant Agreement.

23.3 The rights and remedies of ICMA or the Subgrantee provided for under this Subgrant Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 24 DISPUTE RESOLUTION

24.1 For any issues or claims arising out of or relating to the terms of this Subgrant Agreement, or the breach thereof, both parties agree to provide best efforts to resolve such issues through documented communications between identified personnel in Article 8. Should Subgrantee and ICMA be unable to reach an amicable resolution, such issues shall be elevated to applicable levels of senior management within Subgrantee's and ICMA's respective organizations. For any

controversy or claim which cannot thus be settled amicably, it shall be settled by arbitration under the Rules of the American Arbitration Association.

24.2 The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. As independent, irrevocable covenants to each other, neither party will institute any action or proceed against the other party in any court or judicial forum concerning any matter under dispute, other than to seek entry of a judgment upon an award rendered by the arbitrator(s) pursuant to these terms and conditions.

24.3 The provisions in this Article shall survive the termination or expiration of the Subgrant Agreement. During the term of any pending controversy or claim hereunder, the Subgrantee shall proceed diligently with the performance of Work under the Subgrant in accordance with the direction(s) given by ICMA.

ARTICLE 25 TERMINATION

The Agreement may be terminated by ICMA at any time, in whole or in part, with a 30-day written notice to the Subgrantee. Also, the Subgrant Agreement may be suspended or terminated by ICMA, if ICMA has notice of or has reasonable cause to believe that the Subgrantee is unable to pay its obligations in the ordinary course of business. If ICMA terminated this Subgrant Agreement, the Subgrantee may submit a claim within 30 calendar days of such termination for any costs incurred in performance of activities in support of the Subgrant Agreement. The ICMA Subgrant Administrator must determine the amount(s) to be paid by ICMA to the Subgrantee under such claim in accordance with the legally applicable Cost Principles.

ARTICLE 26 FLOW DOWNS

Subgrantee shall be required to comply with the applicable flow-down terms and conditions from the Prime Grant Agreement as **per Attachment C.**

ARTICLE 27 COMPLIANCE REQUIREMENTS

27.1 Anti-Terrorism. By signing this Subgrant Agreement, Subgrantee certifies that it does not and will not promote or engage in violence or terrorism. Further, Subgrantee agrees that it shall at all times comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Subgrantee agrees that prior to incurring and making any payment pursuant to this Agreement, it will ensure that the payee is not on the "Specially Designated Nationals" list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations.

ATTACHMENT A
SCOPE OF WORK
Community of Practice (COP) Network Partner 2025 Cohort

A. Background

ICMA has been awarded a Grant Agreement from the Gates Foundation (Funder) to drive awareness and adoption among ICMA's membership and other local decision makers of tools, resources, and strategies supporting economic mobility and opportunity in their communities. Among other strategies to accomplish this goal, this Grant Agreement aims to assess and address local economic mobility and opportunity issues through the creation and facilitation of a peer learning cohort of local governments, enhancing economic mobility in their communities.

The specific purpose of this agreement is to confirm the partnership between the Economic Mobility and Opportunity (EMO) Cohort member and ICMA.

B. Purpose of the Subgrant Agreement

Upon execution of this Subgrant Agreement, the Subgrantee will complete an approved detailed Work Plan for the purpose of addressing economic mobility within their community. As the effort progresses, the Subgrantee will manage the overall development and completion of their scope.

C. Roles and Responsibilities

Prime Grantee, ICMA, Specific Activities/Tasks:

1. Closely work with the Subgrantee throughout the Subgrant Agreement period of performance to provide oversight and guidance on detailed Work Plan development and execution.
2. Approve and monitor the Subgrantee budget to ensure proper timeliness and compliance.
3. Provide various Subgrantee trainings and networking events, in person and virtually to supplement Subgrant Agreement Work Plan activities.

Subgrantee, the Community, Specific Activities/Tasks:

1. Adhere to the approved timeline and Deliverable Schedule (below) and provide ICMA staff with timely notice of problems that could cause delay.
2. Attend all ICMA-organized virtual and in-person Subgrantee cohort meetings and participate in ICMA data collection.
3. Comply with all reporting and evaluation requests from ICMA and funding partner. See **D. Reporting Requirements** below.
4. Upon completion of the Subgrantee's detailed Work Plan, work closely with ICMA program staff to provide a final summary report that will inform ICMA's final program report to funding partner.

D. Reporting Requirements

1. Subgrantee will report monthly on their economic mobility efforts, i.e., progress, challenges, etc. in the ICMA-organized virtual and in-person meetings. This reporting-out process will inform ICMA's progress and final reports to the funding partner.

2. Subgrantee may be asked to respond to surveys and/or interviews from ICMA staff and/or from the funding partner as a part of measurement, learning, and evaluation activities.
3. Subgrantee will submit an ICMA-approved final written report summarizing 1) the results of the project listed in ATTACHMENT A, as well as 2) a detailed summary of total expenditures, due no later than December 31, 2025, to ICMA staff.

Note: ICMA will provide a final program and financial expenditure report template November 2025 and will work with Subgrantee to develop an approved report.

E. Deliverable-Payment Schedule
The first payment of $4,000 will be issued upon execution of the Letter of Authorization. The second payment of $15,000 will be issued to the Subgrantee upon acceptance of an ICMA-approved detailed Work Plan and Detailed Budget. The final payment of $5,000 will be issued to the Subgrantee upon submission of the Final Report and ICMA acceptance/confirmation that Subgrantee has fulfilled all deliverables.

Deliverable No.	Deliverable	Deadline/Due Date	Payment Amount
1	Full execution of Letter of Authorization	As fully executed	$4,000
2	Participation in ICMA in-person meeting #1	May 21-23, 2025	
3	ICMA-approved detailed Work Plan and Detailed Budget	June 27, 2025	$15,000
4	Participation in regular ICMA-sponsored virtual meetings	Ongoing (monthly) through December 2025	
5	Participation in in-person meeting #2	December 2025 (TBD)	
6	Final Written Report and Final Expenditure Report	December 31, 2025	$5,000
		TOTAL	$24,000

G. Subgrant Agreement Funds Allocation

Budget item	Unit	Cost	Notes
Travel Costs	2 ppl x 2 meetings	$4,000	Travel for two Subgrantee staff associated with the two ICMA-sponsored in-person EMO Cohort meetings.
Subgrant Agreement Costs		$20,000	Costs associated with the ICMA approved detailed Work Plan and Budget according to Deliverables #3 and #6.
	TOTAL	**$24,000**	

Note:

RETURN OF FUNDS. Any Subgrant Agreement Funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant Agreement must be returned promptly to ICMA.

ATTACHMENT B
SUBGRANTEE PAYMENT REQUEST TEMPLATE

SUBGRANTEE NAME:		**REQUEST DATE:**	
SUBGRANTEE ADDRESS:		**ICMA SUBGRANT NUMBER:**	U09/Maplewood _MN/Subgrant/Fixed Price/05152025
REQUESTED AMOUNT		**SUBGRANT PERIOD OF PERFORMANCE:**	Date of Countersignature - December 31, 2025
PAYMENT METHOD (ACH, CHECK MAILED)		**AMOUNT PREVIOUSLY PAID:**	
		REMAINING TO BE PAID:	

If the ACH method is selected, please complete the attached "Direct Deposit Authorization Agreement)

G/L Acct	Cost Center #	Description of Cost	Amount	Notes
543-03	**U09.001.00**			
		Total Amount	**$ -**	

Comments/Further Instructions

Authorized Name (Print): _____

Authorized Signature: _____

Phone Number: _____

Gates Foundation Investment No. INV- 064910

ATTACHMENT C
PRIME GRANT AGREEMENT FLOW-DOWN TERMS AND CONDITIONS

For the purposes of the "Subgrant Agreement" and "Subgrantee," the following Gates Foundation, "the Funder," Prime Grant Agreement Terms and Conditions shall be applicable.

"You"/"Your" shall be interpreted as the "Subgrantee"/"Subgrantee's."

"Grant" shall be interpreted as the "Subgrant Agreement."

"Agreement" shall be interpreted as the "Subagreement."

This Subgrant Agreement is subject to the following applicable Prime Agreement Funder Terms and Conditions:

MANAGEMENT OF FUNDS

USE OF FUNDS
You may not use funds provided under this Agreement *("Grant Funds")* for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT
You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE
Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION
Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, You agree to adhere to the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General- Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

PROHIBITED ACTIVITIES

ANTI-TERRORISM
You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region and so-called Luhansk and Donetsk People's Republics of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by

the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY
You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION
You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES
You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

PUBLICITY
A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

LEGAL ENTITY AND AUTHORITY
You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes during the term of this Agreement.

COMPLIANCE WITH LAWS
In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS
You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or
b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

TERM AND TERMINATION

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

MONITORING, REVIEW, AND AUDIT

The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

INTERNAL OR THIRD PARTY AUDIT

If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for
successful completion of the actions to correct the deficiencies.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Mike Darrow, Assistant City Manager/Human Resource Director

PRESENTER: Mike Darrow, Assistant City Manager/Human Resource Director

AGENDA ITEM: Fifth Amendment to Maplewood Community Center Operating Agreement

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Action Requested: ✓ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ✓ Contract/Agreement ☐ Proclamation

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Policy Issue:

The City of Maplewood has an agreement with YMCA of the North to operate the Maplewood Community Center. The YMCA is requesting that the Council consider the Fifth Amendment to the Maplewood Community Center as outlined below.

Recommended Action:

Motion to approve the Fifth Amendment to Maplewood Community Center Operating Agreement with the YMCA of the 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:

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

The amendment will not increase the total operational amount as outlined in the Operating Agreement.

Background

The YMCA of the North operates the Maplewood Community Center according to the provisions contained in an operating agreement.

The Fifth amendment provides for the following proposed changes:

1. **Amendment to Section 4.1 of the Operating Agreement**
   Section 4.1 shall be amended to include the following allocations for fiscal years ending June 30, 2025, and June 30, 2026:
   - For FY 2025
     The City shall contribute a total of $225,232 to be allocated as follows:
     - $157,550 for replacement of the gym floor
     - $43,900 for a third-party facility assessment
     - $10,000 for a professional appraisal of the MCC site and building
     - The remaining balance shall be used for exterior improvements.
   - For FY 2026
     The City's contribution of $229,737 shall be reduced by $30,000, representing the YMCA's share of the gym floor cost. The adjusted total of $199,737 shall be paid to the YMCA in accordance with the terms of the Operating Agreement.

For historical context, the agreement with the YMCA included other amendments summarized below. The First Amendment to the Maplewood Community Center Operating Agreement was approved on September 14, 2020 and provided for the following mutually beneficial changes to the original agreement:

1. The City will continue to utilize the banquet center for up to 20 hours per week, through December 31, 2021;

2. The YMCA will be allowed to utilize its remaining capital contributions from 2020 (approximately $100K) and its $200K contribution in 2021 for operating purposes;

3. The City and YMCA will jointly review and reprioritize capital plans that are scheduled to occur between October 1, 2020 and October 1, 2023;

4. Due to existing circumstances, the period for termination of the original contract will be revised to six months, rather than one year, with the termination not to take effect before December 31, 2021.

The Second Amendment provided for three changes:

1. Notwithstanding anything herein to the contrary, the YMCA shall only be required to make a $75,000 deposit described in Section 4.1, Paragraph D in the year 2022, and its failure to not make full original deposit shall not constitute a breach of its financial commitments under Section 6.1, Paragraph B or any other provisions of this Agreement.

2. Notwithstanding anything herein to the contrary, the City shall increase its deposit, described in Section 4.1, Paragraph E in the year 2022, to a maximum total amount of $212,242, and such increase shall not impact the City's future annual deposits as provided in Section 4.1, Paragraph F.

3. From January1, 2022 through December 31, 2022 the City shall have the right to use the banquet areas of the Facility for up to 15 hours per week under the same terms and conditions as during the first 48 months of the Term of this Agreement.

The Third amendment provides for the following changes:

1. Section 3.3, Paragraph C of the Operating Agreement is amended by adding the following sentence to the end of that Paragraph.

From January 1, 2023 through December 31, 2023 the City shall have the right to use the banquet areas of the Facility for up to 15 hours per week under the same terms and conditions as during the first 48 months of the Term of this Agreement.

2. Section 4.1 of the Operating Agreement is amended to include a new paragraph M as follows:

   M. Notwithstanding anything herein to the contrary, the YMCA shall only be required to make a $50,000 deposit described in Section 4.1, Paragraph D in the year 2023 (the "2023 Deposit"), and its failure to not make the full original deposit shall not constitute a breach of its financial commitments under Section 6.1, Paragraph B or any other provision of this Agreement.

3. Section 4.1 of the Operating Agreement is amended to include a new paragraph N as follows:

   N. Notwithstanding anything herein to the contrary, the YMCA may repurpose $216,486 of the City's 2023 $216,486 capital improvement Funds deposit (see Operating Agreement Section 4.1.F) for purpose of sustaining operations of the Maplewood YMCA Community Center. No other obligations of the City are impacted by this deviation.

4. Except as specifically noted in this Third Amendment, the terms and conditions of the Operating Agreement, as amended by the First Amendment and Second Amendment, shall remain in full force and effect. In the case of any inconsistency between the terms of the Operating Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall control.

5. This Third Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument. This Third Amendment may be modified only in writing signed by the parties.

The Fourth amendment provided for the following changes:

1. Section 4.1 of the Operating Agreement is amended to include a new paragraph M as follows:

   M. Notwithstanding anything herein to the contrary, the YMCA shall only be required to make a $50,000 deposit described in Section 4.1, Paragraph D in the year 2024 (the "2024 Deposit"), and its failure to not make the full original deposit shall not constitute a breach of its financial commitments under Section 6.1, Paragraph B or any other provision of this Agreement.

2. Section 4.1 of the Operating Agreement is amended to include a new paragraph N as follows:

   N. Notwithstanding anything herein to the contrary, the YMCA may repurpose $200,000 of the City's 2024 $220,816 capital improvement Funds deposit (see Operating Agreement Section 4.1.F) for purpose of sustaining operations of the Maplewood YMCA Community Center. No other obligations of the City are impacted by this deviation. The City will keep the remaining $20,816 for repairs to the exterior steel beams as well as other exterior repairs and maintenance.

Attachments

1. Fifth Amendment to Maplewood Community Center Operating Agreement

Fifth Amendment to the Maplewood Community Center Operating Agreement

This Fifth Amendment (the "Amendment") is made and entered into by and between the City of Maplewood, a Minnesota municipal corporation (the "City"), and the Young Men's Christian Association of the North, a Minnesota nonprofit corporation (the "YMCA").

Recitals

WHEREAS, the City and the YMCA entered into the *Maplewood Community Center Operating Agreement* (the "Operating Agreement"), effective November 1, 2016, under which the YMCA operates the Maplewood Community Center (the "MCC");

WHEREAS, the City and the YMCA have worked collaboratively to address both short-term and long-term facility needs;

WHEREAS, the MCC's current gym floor is deemed unsafe and requires immediate replacement;

WHEREAS, the parties acknowledge that the Operating Agreement is set to expire on October 31, 2026, and that a comprehensive assessment of the MCC's interior, exterior, and surrounding site is necessary;

WHEREAS, both the City and the YMCA agree to continue working cooperatively to address these and related facility matters; and

WHEREAS, the parties now wish to amend the Operating Agreement to reflect their mutual understandings and commitments.

Now, Therefore, the parties agree as follows:

1. **Amendment to Section 4.1 of the Operating Agreement**
   Section 4.1 shall be amended to include the following allocations for fiscal years ending June 30, 2025, and June 30, 2026:
   - For FY 2025
     The City shall contribute a total of $225,232 to be allocated as follows:
     - $157,550 for replacement of the gym floor;
     - $43,900 for a third-party facility assessment;
     - $10,000 for a professional appraisal of the MCC site and building;
     - The remaining balance shall be used for exterior improvements.
   - For FY 2026
     The City's contribution of $229,737 shall be reduced by $30,000, representing the YMCA's share of the gym floor cost. The adjusted total of $199,737 shall be paid to the YMCA in accordance with the terms of the Operating Agreement.
2. **Continued Effect**
   Except as amended by this Fifth Amendment, all terms and conditions of the Operating Agreement shall remain in full force and effect. In the event of any conflict between the

terms of this Amendment and the Operating Agreement, the terms of this Amendment shall prevail.

3. **Amendment Requirements**
   This Amendment may be modified only by a written agreement signed by both the City and the YMCA.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the Effective Date set forth below.

City of Maplewood
By: _____
Name:
Title:
Date:

Young Men's Christian Association of the North
By: _____
Name:
Title:
Date:

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Lois Knutson, Senior Administrative Manager

PRESENTER: Lois Knutson, Senior Administrative Manager

AGENDA ITEM: Strategic Plan Update for First Quarter of 2025

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

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Policy Issue:

This update provides a summary of progress on the City's Strategic Priorities through the first quarter of 2025. A presentation will not be given at this time, as staff are currently focused on developing a new three-year strategic plan.

Recommended Action:

Motion to accept the Strategic Plan Report for First Quarter of 2025.

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:

✓ Community Inclusiveness ✓ Financial & Asset Mgmt ✓ Environmental Stewardship
✓ Integrated Communication ✓ Operational Effectiveness ✓ Targeted Redevelopment

The executive report on the Strategic Plan includes all six pillars of the plan.

Background:

Strategic planning is an organizational management activity that is used to set priorities, focus energy and resources, strengthen operations, ensure that employees and other stakeholders are working toward common goals, establish agreement around intended outcomes/results, and assess and adjust the organization's direction in response to a changing environment.

The City of Maplewood's Strategic Plan currently consists of six (6) strategic priorities which are established by the City Council.

On April 23, 2025, the City Council and Executive Leadership Team came together to begin shaping the City's next three-year strategic plan. During the session, key priorities and focus areas were identified. Staff is now working to develop the full plan, which will be brought to the Council for approval. The new strategic plan is scheduled to take effect in July.

Attachments:

1. Strategic Plan Report for First Quarter of 2025

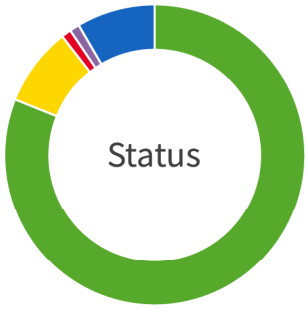
Progress Report 1st Quarter 2025

City of Maplewood's Strategic Plan

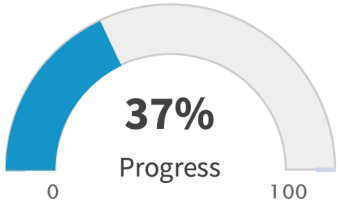
Report Created On: May 21, 2025

6	24	60
Strategic Priority	Key Outcome	Performance Measure

Overall Summary



	%
On Track	81.1
Some Disruption	8.4
Major Disruption	1.1
Upcoming	1.1
Completed	8.4



Executive Summary

Summary:

The City of Maplewood's Strategic Plan is organized around six key priorities: Integrated Communication, Operational Effectiveness, Environmental Stewardship, Financial & Asset Management, Targeted Redevelopment, and Community Inclusiveness. As of the most recent reporting period, the plan has reached 37% overall progress, with most initiatives "On Track." Notable efforts include enhanced transparency and stakeholder engagement, improved efficiency in city operations, proactive environmental management, sound fiscal stewardship, ongoing affordable housing development, and focused diversity and inclusion measures. Comprehensive progress is evident particularly in organizational culture and wellness, financial ratings, and community partnerships, although some targets require further momentum and coordination to reach stated benchmarks.

Accomplishments:

Maplewood has demonstrated significant achievements across a broad spectrum of priorities. Communication strategies improved with better file access and public engagement via social media and livestreams. Operational advancements include strong employee wellness participation, safety enhancements, and departmental training improvements, as well as streamlined code enforcement and responsive public works issue management. Environmental stewardship efforts are highlighted by awards for sustainability initiatives and active programming in nature education and tree management. Financially, the city earned an 'AA+' credit rating, exceeded wellness and budget performance goals, maintained fiscal sustainability, and addressed infrastructure through preventive maintenance and upcoming street improvements. Affordable housing delivery is on track with projects like Londin Lane and Gladstone House, and regular rental property inspections. Community inclusiveness efforts incorporated expanded outreach, diversity recruitment that closely reflects local demographics, strengthened partnerships, and new frameworks for stakeholder engagement.

Roadblocks:

Progress has been slowed by a number of ongoing challenges. Seasonal and staffing limitations have delayed certain communication and environmental programs, while integration of software systems in permitting and records management continues to face technical and resource hurdles. There is a lack of consensus among agencies concerning the Purple Line transit

project and difficulty implementing a scattered-site housing program. Workforce culture and engagement demand sustained attention to maintain performance and turnover targets. The city's investment returns are currently below the market benchmark, and completion of certain financial reporting requirements remains pending. Community engagement surveys reveal less than targeted perceptions of inclusivity, specifically regarding openness to people of color.

Recommendations:

To sustain momentum and address areas of disruption, it is recommended that Maplewood prioritize system integration and resource allocation for critical operational upgrades, such as permitting, code enforcement, and record management systems. Expanding communication content and media outreach, especially around development and transit projects, will support a more informed and engaged public. Continued focus on diversity and equity is crucial; therefore, outreach efforts and survey participation should be broadened, and mentorship and hiring initiatives further strengthened. Strategically, maintaining fiscal discipline, pursuing higher investment yields, and completing annual financial reporting will bolster credit standing and transparency. Finally, close monitoring of affordable housing progress, alongside robust community partnerships and event planning, will help advance broader redevelopment and inclusiveness goals.

Strategic Priority 1 Progress 48%

Community Inclusiveness: Create a city where everyone is valued and respected, and celebrate our strengths as a diverse multi-cultural, multi-lingual community. We recognize that our different perspectives and experiences that bind us together make us stronger.

	%	#
On Track	100.0	13

Owner: Lois Knutson

Accomplishments:

- Mission and value statements established, emphasizing collaboration and inclusive engagement.
- Over 2,100 community members engaged through 12 Police Department outreach events targeting diverse groups.
- Staff planned upcoming community events and initiated cultural agility meetings led by Human Resources (Anonymous).
- Community engagement team set 2025 inclusivity goals and event plans.
- Direct recruitment efforts resulted in a record 76 Fire/EMS cadet applicants, with increased diversity reflecting city demographics.
- Augmented recruitment with information sessions, welcome letters, and interview preparation guides; job offers extended to two new cadets from non-traditional backgrounds.
- Partnered with local organizations to deliver recreational and nature-based programs; maintained a dedicated webpage for community opportunities.

Roadblocks:

- 2023 survey showed only 57% of residents perceive the community as open and accepting of people of color, a decline from previous years.
- Limited staffing for stakeholder engagement, with only one firefighter assigned full-time.
- Further outreach needed to ensure comprehensive representation of all community segments.

Next Steps:

- Prepare and conduct the 2025 community survey with a new provider; administer surveys at public events.
- Continue targeted outreach and engagement under City leadership.
- Continue cultural agility meetings through Q2 2025 and renew partnerships with community groups.
- Implement planned events to engage a diverse audience.
- Maintain mentorship and outreach initiatives to further enhance diversity in recruitment.
- Complete ADA pushbutton upgrades in Q2.
- Expand partnerships for 2025 special events to increase awareness and engagement.
- Finalize and distribute the Stakeholder Engagement Toolkit; conduct pilot engagement events and gather feedback.

Key Outcome 1.1 Progress 31%

Maplewood is a welcoming community where residents are accepted and engaged.

	%	#
On Track	100.0	4

Owner: Lois Knutson

Accomplishments:

- Mission and value statements established, emphasizing community collaboration and inclusive engagement.
- Over 2,100 community members engaged through 12 Police Department outreach events targeting diverse groups.

Roadblocks:

- 2023 survey results indicate only 57% of residents perceive the community as open and accepting of people of color, reflecting a decline from previous years.

Next Steps:

- Prepare and conduct the 2025 community survey with a new provider to assess specific city attributes.
- Administer surveys at two to three public events for additional insights.
- Continue targeted outreach and engagement activities under the leadership of the City Manager, Mayor, and City Council.

Performance Measure 1.1.1 Progress 65%

70% of residents view Maplewood as an open and accepting community.

	%	#
On Track	100.0	1

Owner: Mike Darrow

The last community survey was conducted in 2023. The Council has established a mission statement and value statement emphasizing community collaboration and respectful, inclusive public engagement. The 2023 survey results indicated only 57% of residents perceive the community as open and accepting of people of color, a decrease from previous surveys.

Staff is preparing to conduct another survey in 2025 using a new provider to explore specific attributes within the City of Maplewood. The initiative will be led by our City Manager under the direction of the Mayor and City Council.

Performance Measure 1.1.2 Progress 10%

Ensure community events attract a wide variety of populations that call Maplewood home.

	%	#
On Track	100.0	1

Owner: Joe Sheeran

We're heading into the full engagement season. So far there are more than 10 public events that cater generically to a variety of people and needs.

We'll take surveys at two-three events as a snapshot of relevance.

Performance Measure 1.1.3 Progress 25%

The Police Department is strategizing to organize and implement community outreach events throughout the City of Maplewood, with emphasis on senior living, multi-family and rental housing communities. These events are created to be welcoming to underrepresented groups, fostering inclusivity and engagement.

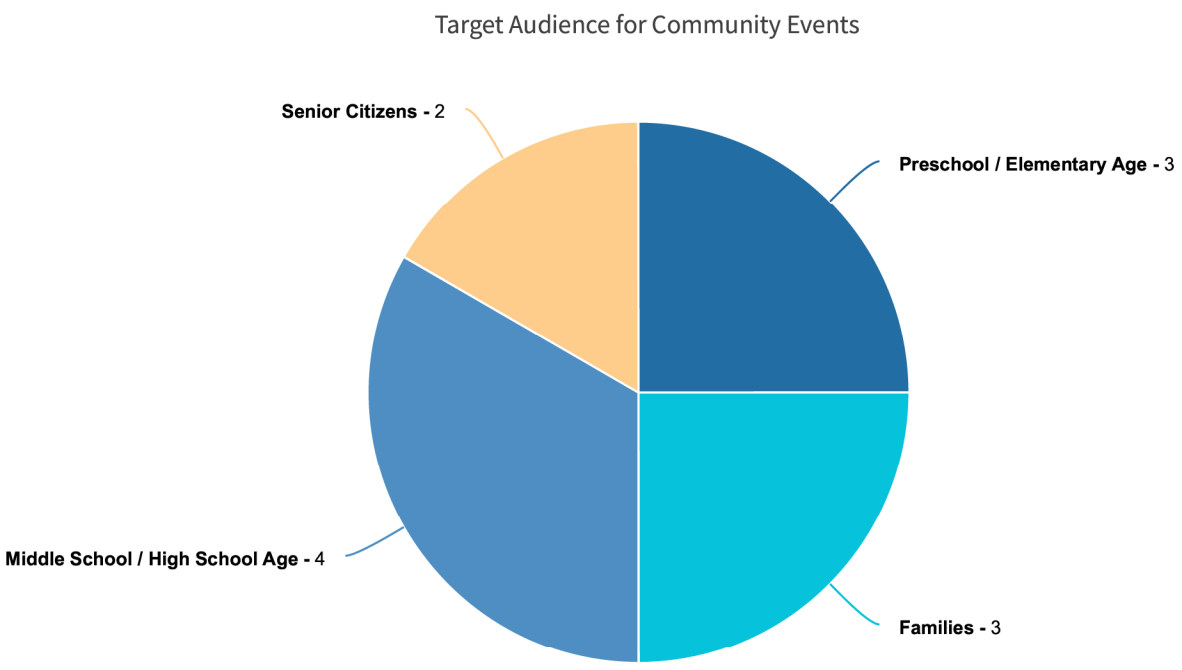
	%	#
On Track	100.0	2

Owner: Barb Johnson

As of March 31, 2025, the Police Department has held 12 community outreach events throughout the city. Targeted groups were senior communities, middle to high school youth at the YMCA and the Salvation Army, elementary school students, multi-family and rental communities, diverse neighborhood visits, faith community celebrations, and community gatherings that were attended by diverse populations.

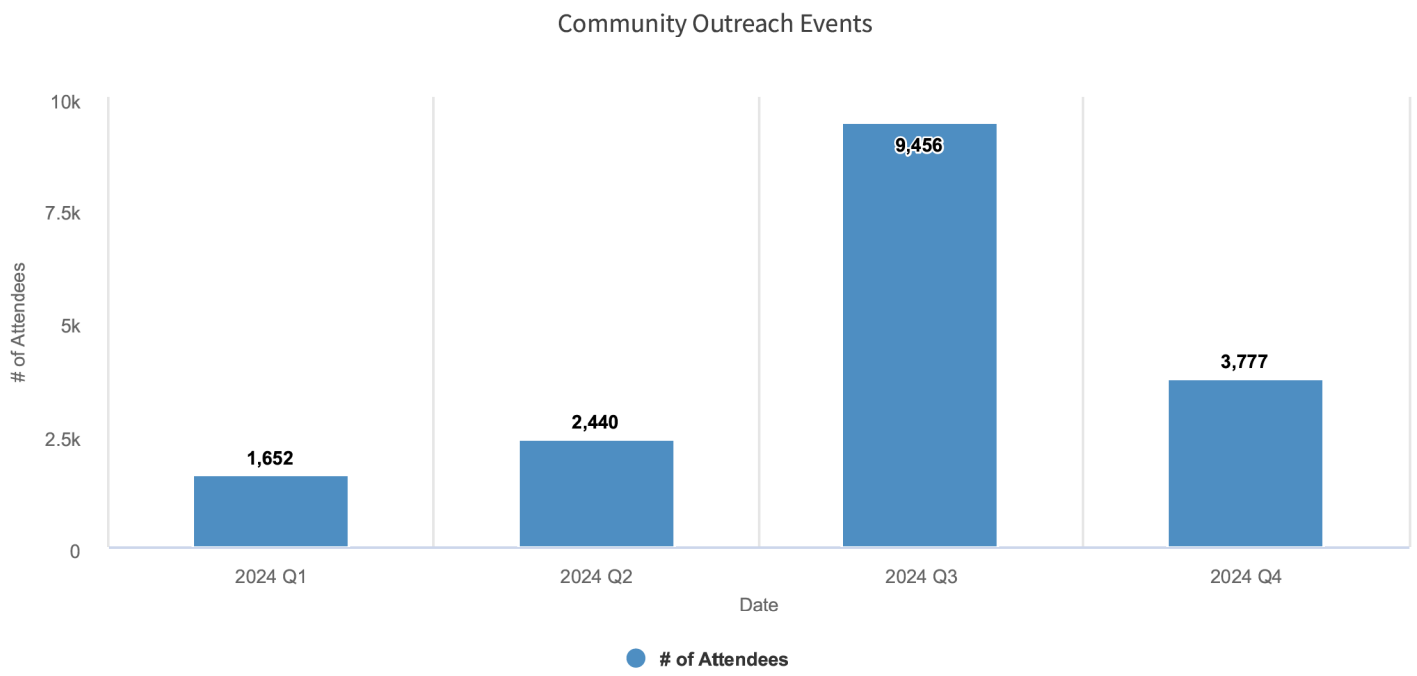
As of March 31, 2025, the Police Department has engaged with over 2100 community members through outreach events.

Target Audience for Community Events

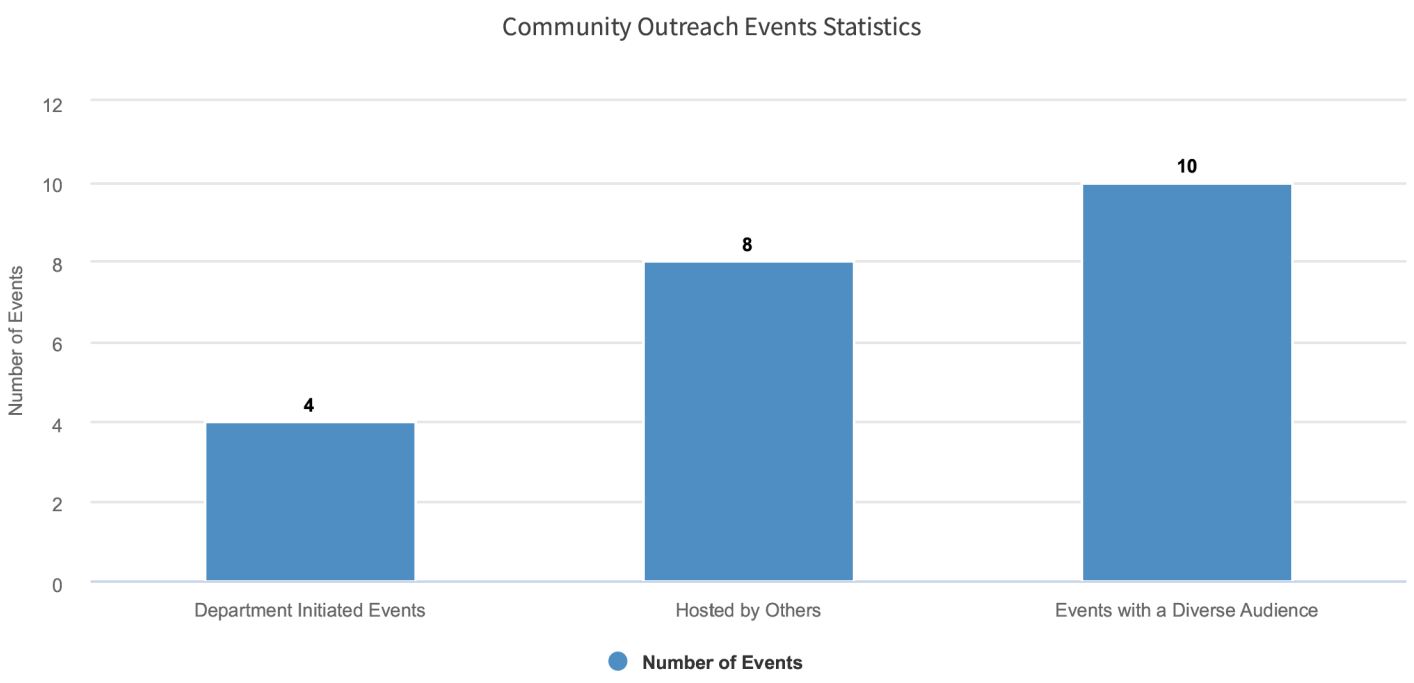


Target audience attending Community Events in 1st quarter of 2025.

Community Outreach Events



Community Outreach Events Statistics



Statistics for the 12 events held in the first quarter of 2025.

Key Outcome 1.2 Progress 49%

Employees are engaged in community outreach and are culturally aware

	%	#
On Track	100.0	3

Owner: Lois Knutson

Accomplishments:

- Staff conducted planning for community events for the upcoming year.
- Initiated meetings with department supervisors to enhance cultural agility in hiring and workplace practices, led by the Human Resource Manager (Anonymous).
- Community engagement team established 2025 goals to ensure inclusivity and foster community connections through diverse events.

Roadblocks:

- No significant roadblocks reported.

Next Steps:

- Continue cultural agility meetings through the first two quarters of 2025.
- Renew partnerships with the Karen community and collaborate with local and regional stakeholders to strengthen alliances.
- Implement planned events to engage and connect a diverse audience.

Performance Measure 1.2.1 Progress 49%

100% of benefit earning employees will participate in City sponsored community events annually

	%	#
On Track	100.0	3

Owner: Mike Darrow

Staff met to plan community events for the upcoming year.

Meetings with department supervisors to enhance cultural agility in hiring and workplace practices began in October of 2024 and are continuing through the first two quarters in 2025. Many of these meetings are led by our Human Resource Manager Nancy Steele.

Performance Measure 1.2.2

Bring in cultural content expert speakers to raise awareness among all City staff on Maplewood's various communities.

Owner: Mike Darrow

The City aims to enhance collaboration with cultural experts to celebrate its diversity. In 2025, partnerships will be renewed with the Karen community through various events, working closely with local and regional stakeholders to strengthen alliances. In early January 2025, the community engagement team outlined goals for the year, focusing on ensuring that employee and community events engage a diverse audience, remain open to all, and foster connections within the community.

Key Outcome 1.3 Progress 65%

The demographics of the organization reflect the community and its needs

	%	#
On Track	100.0	5

Owner: Lois Knutson

Accomplishments:

- Implemented one-on-one mentorship programs for job seekers.
- Conducted outreach visits to local schools and colleges.
- Engaged in direct recruitment outreach, resulting in enhanced recruitment outcomes.
- Fire/EMS cadet recruitment for Q1 2025 received a record 76 applicants.
- Applicant pool demonstrated increased diversity: 14.5% female, 11.8% Asian, 2.6% Native American or Alaskan Native, 10% Other, 9.2% African American, 6.6% Hispanic.
- Recruitment efforts closely mirrored City of Maplewood demographics and advanced opportunities for underrepresented groups.
- Augmented recruitment with information sessions, welcome letters, and interview preparation guides.
- Job offers extended; two new cadets from non-traditional backgrounds expected to begin in Q2 2025.

Roadblocks:

- No significant roadblocks reported.

Next Steps:

- Continue mentorship and outreach initiatives to further enhance diversity and recruitment outcomes.

Performance Measure 1.3.1 Progress 65%

Increase the percentage of employee diversity among City staff by 2% per year with a goal of mirroring the City's diverse community.

	%	#
On Track	100.0	5

Owner: Mike Darrow

HR staff worked on Implementing one-on-one mentorship programs for job seekers, conducted outreach visits to local schools and colleges, and engaged in direct recruitment outreach initiatives resulting in significant positive results in enhancing recruitment efforts.

The fire department recruited for Fire/EMS cadet in Q1 2025. The department received a record of 76 applicants for this position.

14.5% of the applicants identified as female.

11.8% Asian

2.6 Native American or Alaskan Native

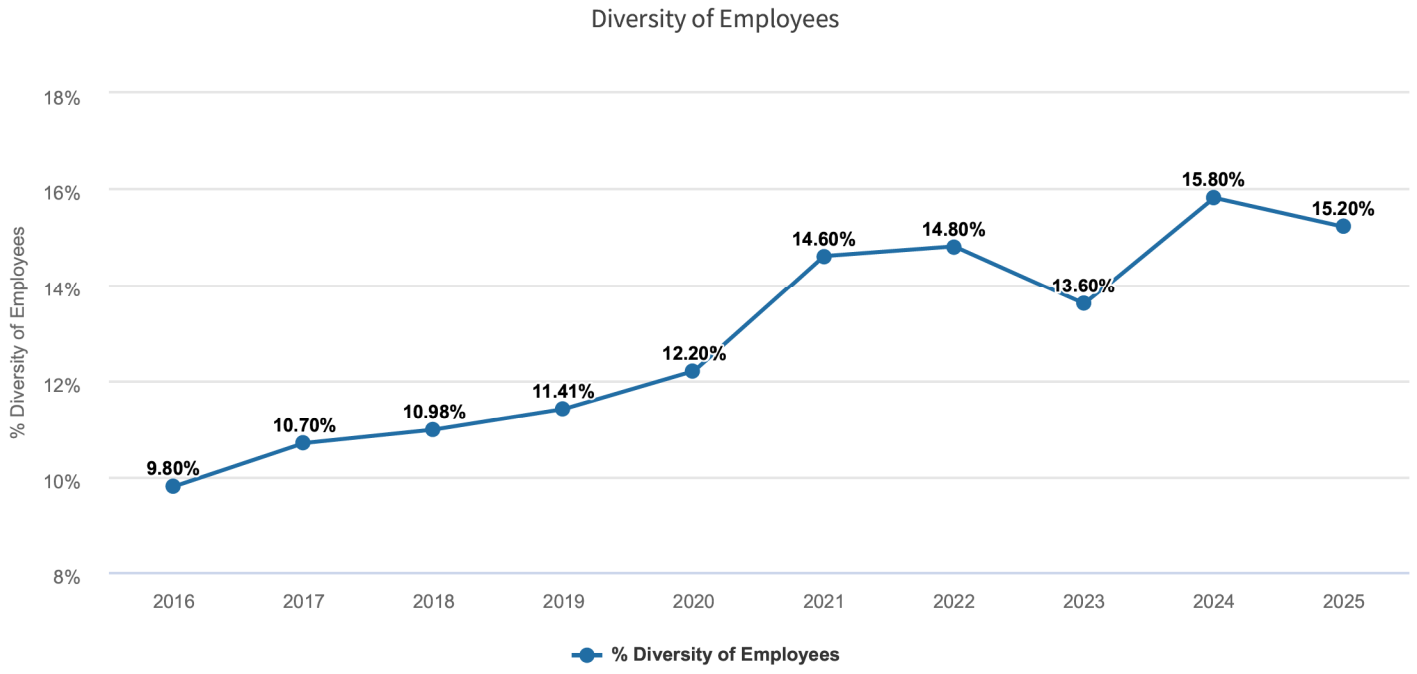
10.% Other

9.2% African American

6.6% Hispanic

This representation highlights meaningful progress towards creating opportunities for traditionally underrepresented populations and closely mirrors the demographics of the City of Maplewood. The department augmented its traditional recruitment process with information sessions, welcome letters, interview prep guides and other efforts to support potential candidates. The department has extended job offers and hope to have two new cadets begin employment with MFD in Q2 2025. Both of these candidates come from non-traditional backgrounds.

Diversity of Employees



Current data reflects year to date totals.

Key Outcome 1.4

City services and facilities are accessible to our diverse community

Owner: Lois Knutson

Accomplishments:

- Contract approved for ADA pushbutton upgrades at City Hall.

Roadblocks:

- No roadblocks reported.

Next Steps:

- Complete ADA pushbutton upgrades in the second quarter of the year.

Performance Measure 1.4.1

Implement improvements based on the ADA facilities audit recommendations.

Owner: Steve Love

A contract has been approved for the ADA pushbutton upgrades to City Hall, which will be completed in the second quarter of the year.

Key Outcome 1.5 Progress 25%

Parks & Natural Resources programs that embrace diversity, celebrate arts and culture, value health and wellness, and promote stewardship of the environment.

	%	#
On Track	100.0	1

Owner: Lois Knutson

Accomplishments:

- Completed Friends Board Meeting; discussed grants, interpretive signage, events, and issues.
- Conducted Bluebird Monitor and Buckthorn Pop-Up Trainings.
- Updated Tree Sale and Buckthorn Program web pages.
- Partnered with Maplewood YMCA and RevSports to deliver recreational activities for residents.
- Maintained ongoing collaboration with Ramsey County 4H and ISD622 Community Education for nature-based programs at the Nature Center.
- Established and actively maintained a dedicated webpage to share recreational opportunities from neighboring communities and organizations.

Roadblocks:

- No significant roadblocks reported.

Next Steps:

- Expand partnerships with local associations for 2025 special events to enhance community awareness and engagement in recreational opportunities.

Performance Measure 1.5.1

Provide access to a variety of environmental education opportunities.

Owner: Audra Robbins

Environmental classes/ events completed:

- Friends Board Meeting - Discussed grants, interpretive signage updates. events and issues
- Bluebird Monitor Training
- buckthorn Pop-Up Training
- Web pages updated:
- Tree Sale page
- Buckthorn Program page

Performance Measure 1.5.2 Progress 25%

Provide access to a variety of recreational opportunities.

	%	#
On Track	100.0	1

Owner: Audra Robbins

The team has partnered with Maplewood YMCA and RevSports to deliver recreational activities for Maplewood residents.

Ongoing collaboration with Ramsey County 4H and ISD622 Community Education supports the delivery of nature-based programs at the Nature Center.

A dedicated webpage has been established and is actively maintained to share information about recreational opportunities available through neighboring communities and organizations.

Plans are underway to further expand partnerships with local associations for 2025 special events, aiming to enhance community awareness and engagement of recreational opportunities.

Key Outcome 1.6

Create opportunities to include community voice in the city's diversity, equity and inclusion initiatives.

Owner: Lois Knutson

Accomplishments:

- Developed a framework for stakeholder engagement, including a vision statement and guiding principles.
- Mapped community demographics and identified key stakeholders across business, education, healthcare, government, and cultural sectors.
- Initiated external partnerships with community organizations, schools, and public agencies.
- Began development of a standardized Stakeholder Engagement Toolkit.
- Outlined plans for pilot community-driven engagement activities.
- Established a process for measuring and reporting engagement progress.

Roadblocks:

- Limited staffing, with only one firefighter assigned to coordinate stakeholder engagement on a 40-hour work week.
- Need for further outreach to ensure comprehensive representation of all community segments.

Next Steps:

- Finalize and disseminate the Stakeholder Engagement Toolkit.
- Conduct 2–3 pilot engagement events with community partners and gather feedback.
- Expand outreach to additional stakeholders and underrepresented groups.
- Track participation, satisfaction, and diversity metrics for ongoing improvement.
- Compile and publish the annual Stakeholder Engagement Summary Report.

Performance Measure 1.6.1

The Fire Department will provide opportunity to instill community voice in department initiatives or services every year. (Involve the community in agency decisions that affect them.)

Owner: Michael Mondor

In quarter 1 2025, the department created a framework to address this initiative:

1. Define the Engagement Vision

Action: Develop a shared understanding within the department of what meaningful engagement looks like in a diverse community.

Deliverable: Vision Statement and Guiding Principles for stakeholder engagement

2. Map Community Demographics and Key Stakeholders

Action: Use current demographic data to identify underserved or underrepresented community segments.

Deliverable: Stakeholder Map aligned with Maplewood's racial, cultural, linguistic, age, and ability diversity. This map should also include key stakeholders in the business, education, healthcare, government/public sector and community and cultural organizations.

Key stakeholder groups could include:

Business Sector:

Maplewood Mall / Brookfield Properties

Maplewood Chamber of Commerce

Local small business owners (retail, restaurants, salons, etc.)

3M Corporation (Maplewood Headquarters)

Education Sector:

ISD 622 (North St. Paul-Maplewood-Oakdale) – District Administration and Equity Team

ISD 623 (Roseville Area Schools) – For shared boundary communities

Harmony Learning Center (alternative and multilingual education)

Century College – Public Safety Programs

Healthcare Sector:

M Health Fairview St. John's Hospital

HealthEast Clinic – Maplewood

Ramsey County Public Health

Local clinics serving Hmong, Karen, East African, and Latinx populations

Community & Cultural Organizations:

Karen Organization of Minnesota

Hmong American Partnership

Comunidades Latinas Unidas en Servicio (CLUES)

Local churches and mosques serving immigrant/refugee communities

Maplewood YMCA and youth organizations

Government & Public Sector:

Ramsey County Emergency Management

Maplewood Police Department

Neighboring fire departments for joint outreach (North St. Paul, St. Paul, Roseville, etc.)

This list is not exhaustive, it provides some framework to help advance the conversation.

3. Identify and Initiate External Partnerships

Action: Develop relationships with community-based organizations, schools, cultural centers, and other public agencies.

Examples of Target Partners:

Karen Organization of Minnesota

Hmong American Partnership

School District 622/623

Century College Public Safety Programs

Faith-based and youth-serving organizations

Multicultural Community Engagement Liaisons

Deliverable: List of active partnerships.

5. Create a Stakeholder Engagement Toolkit

Action: Develop a standardized outreach approach including translated materials, culturally appropriate event design, and partnership guidelines.

Deliverable: Stakeholder Engagement Toolkit

6. Pilot Community-Driven Engagement Activities

Action: Host events co-designed with community partners (e.g., culturally specific fire safety workshops, youth exposure events, neighborhood-based health check-ins).

Deliverable: 2–3 Pilot Events with community feedback

7. Measure and Report Progress

Action: Track participation, satisfaction, and diversity of stakeholder involvement. Adjust approaches based on outcomes.

Deliverable: Annual Stakeholder Engagement Summary Report

Strategic Alignment:

This action plan supports the Maplewood Fire Department's commitment to:

Community-Centered Service

Equity and Representation

Proactive Communication and Partnership

The department has one firefighter assigned to a 40 hour work week who will work to coordinate with other city stakeholders and will reach out to stakeholders to advance this conversation.

Strategic Priority 2 Progress 42%

Environmental Stewardship: Lead in the protection and enhancement of our natural resources and assets through stewardship, education, and proactive policy. Preserve and advocate for a healthy and sustainable environment.

	%	#
On Track	66.67	12
Some Disruption	11.11	2
Completed	22.22	4

Owner: Lois Knutson

Accomplishments:

- Tree Care and Shrub Pruning Basics class held at Maplewood Nature Center with eight participants.
- 106 ash trees removed from City land and right-of-ways in Q1 2025.
- Stormwater maintenance agreement archived in Cartegraph GIS system.
- Progress on 2025 playground inspections and ratings of picnic shelters and trails.

- Ongoing collaboration with community partners for nature and recreation programming.
- Increased engagement with local athletic associations at special events.
- Achieved Step 4/Step 5 GreenStep Cities status and Gold Leaf Participation for 2024 from MPCA.
- Annual trash and recycling review completed; agreement reached on 2025 improvements.
- Community Connect program launched to support vulnerable populations during emergencies.

Roadblocks:

- Cartegraph GIS initiative for BMP maintenance identification and notifications is temporarily paused.
- Trail and parking lot ratings dependent on staff availability and weather conditions.

Next Steps:

- Conduct prescribed burns at preserves and open spaces in 2025.
- Resume Cartegraph GIS BMP maintenance initiative in summer 2025.
- Continue evaluation and prioritization of ash tree removals.
- Continue strengthening partnerships and community engagement at special events.
- Implement agreed-upon trash and recycling improvements for 2025.
- Advance climate adaptation plan action items.
- Evaluate and expand the Community Connect program as needed.

Key Outcome 2.1 Progress 63%

Natural Resources are managed to ensure high ecological quality and long-term sustainability.

Owner: Lois Knutson

	%	#
On Track	42.86	3
Some Disruption	14.29	1
Completed	42.86	3

Accomplishments:

- Tree Care and Shrub Pruning Basics class held at Maplewood Nature Center with eight attendees.
- 106 ash trees removed from City land and right-of-ways in Q1 2025.
- One stormwater maintenance agreement received and stored in the Cartegraph GIS system.

Roadblocks:

- Initiative to use Cartegraph GIS for BMP maintenance identification and notifications is temporarily on hold.

Next Steps:

- Continue Arbor Day event planning for May 3 at Edgerton Park.
- Conduct prescribed burns at preserves and open spaces in 2025.
- Resume Cartegraph GIS BMP maintenance initiative in summer 2025.
- Ongoing evaluation and prioritization of ash tree removals.

Performance Measure 2.1.1 Progress 72%

Annual management of City preserves, open spaces and trees within City right-of-way.

Owner: Audra Robbins

	%	#
On Track	33.33	1
Completed	66.67	2

Action Initiative 2.1.1.1: Offer environmental education to promote stewardship such as: Buckthorn training, EAB programs, Rain Garden Rescue and Tree and Shrub Care. (15% completed)

Tree care and Shrub Pruning Basics Class was held in February at Maplewood Nature Center. Eight people attended.

Arbor Day event planning is in progress. The Arbor Day event will be held at Edgerton Park on Saturday, May 3, 10:00 am - noon.

Prescribed burns have been scheduled for several of our preserves and open spaces in 2025.

Performance Measure 2.1.2 Progress 26%

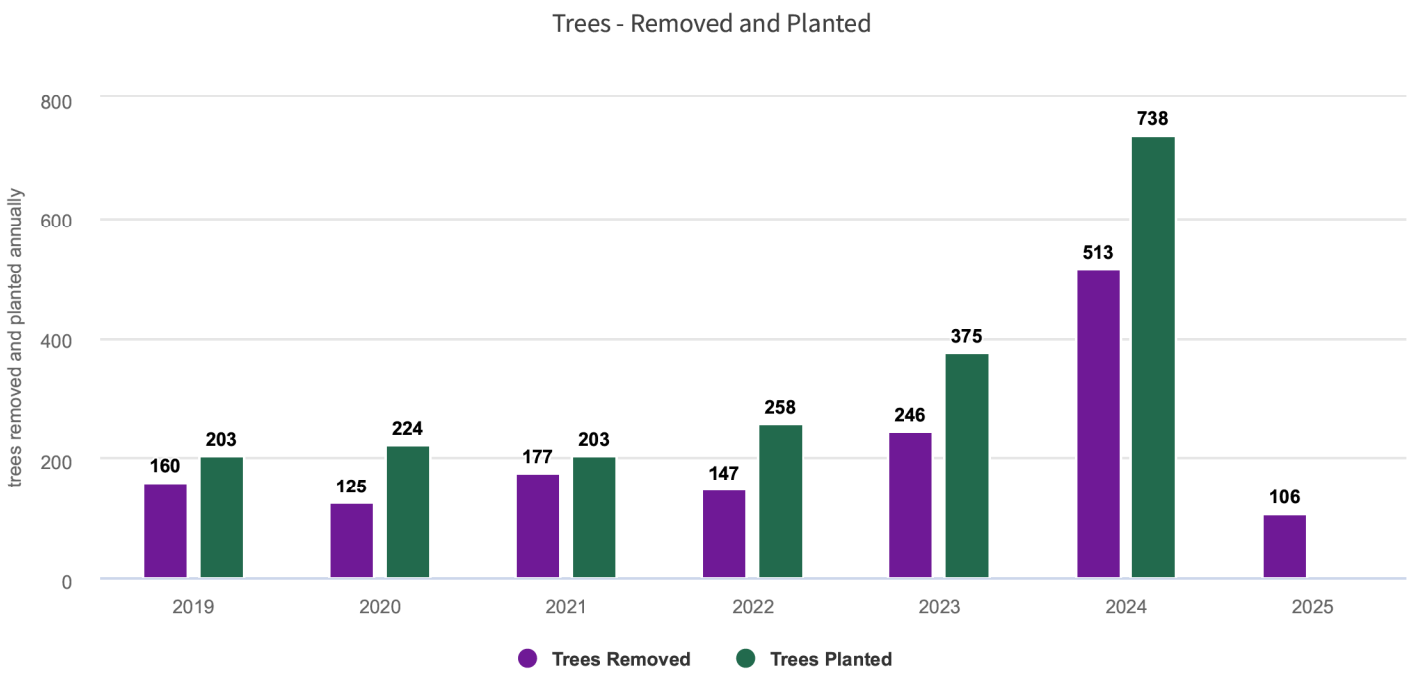
Track the number of trees removed annually on City land, parks, and right-of-way due to disease or hazard. Work towards replacement of the tree canopy.

	%	#
On Track	100.0	2

Owner: Steve Love

A total of 106 ash trees have been removed from City land and right-of-ways in quarter one of 2025. It is estimated that we have approximately 400 ash trees left to remove from City land and right-of-ways. Removals are prioritized based on the condition of the trees. Additionally, staff will be evaluating other ash trees in removal areas to be as efficient as possible with removal. Staff's availability to do tree removal is dependent on other annual maintenance work and can be affected by weather and reactive maintenance work.

Trees - Removed and Planted



Current data reflects year to date totals.

Performance Measure 2.1.3 Progress 88%

100% of development/redevelopment projects will meet the City's stormwater quality requirements.

	%	#
Some Disruption	50.0	1
Completed	50.0	1

Owner: Jon Jarosch

All developments in Maplewood which need to meet the City's stormwater management standards are required to enter into a stormwater maintenance agreement to ensure their private stormwater management system is maintained to function as originally designed. The City has received one such agreement in 2025. This agreement is stored in the Cartegraph GIS system.

Staff have investigated utilizing the Cartegraph GIS system to provide an efficient means of identifying BMPs in need of maintenance. Likewise, the system is being researched for use in generating notifications to private BMP owners of the need for regular maintenance. This initiative has been temporarily placed on hold and will be resumed in the summer of 2025.

Key Outcome 2.2 Progress 18%

City parks, trails and open spaces are well-maintained, accessible, and meet the changing needs of the community.

Owner: Lois Knutson

	%	#
On Track	100.0	5

Accomplishments:

- Progress made on 2025 playground inspections and rating of existing picnic shelters and trails.
- Ongoing collaboration with community partners, including ISD622 Community Ed, Ramsey County 4H, YMCA, Revsports, and Friends of Maplewood Nature, for nature and recreation programming.
- Engagement with North East United Soccer Association and Oakdale Athletic Association to participate in special events, enhancing community involvement.

Roadblocks:

- Trail and parking lot ratings are dependent on available time and favorable weather conditions.

Next Steps:

- Continue strengthening partnerships and community engagement at special events.

Performance Measure 2.2.1 Progress 16%

Implement recommendations from the current Parks System Master Plan to ensure the system is meeting the needs of our residents.

Owner: Audra Robbins

	%	#
On Track	100.0	4

Staff is working to complete the 2025 playground inspections and are rating existing picnic shelters and trails.

Staff is completing trail/parking lot rating as time/weather allows.

Staff will begin looking at the RFP process in the upcoming months.

Performance Measure 2.2.2 Progress 26%

Maintain a 70% resident satisfaction rating with City's parks, trails and open spaces

Owner: Audra Robbins

	%	#
On Track	100.0	1

The team continues to work with various partners for (ISD622 Community Ed, Ramsey County 4H) for nature programming at the Nature Center and recreation programming through (YMCA, Revsports). We have also maintained a strong collaborative relationship with Friends of Maplewood Nature.

We are working with North East United Soccer association (Maplewood youth soccer) and Oakdale Athletic Association on attending our special events as community partners. This is beneficial for both the City and the associations in that the organizations provide/staff an activity at the events while sharing their offerings directly with the community members attending.

Key Outcome 2.3 Progress 38%

Maplewood will be a leader in preserving and advocating for a healthy and sustainable environment.

Owner: Lois Knutson

	%	#
On Track	66.67	4
Some Disruption	16.67	1
Completed	16.67	1

Accomplishments:

- Received notification from MPCA of achieving Step 4/Step 5 GreenStep Cities status and Gold Leaf Participation for reporting year 2024.
- Conducted annual trash and recycling review with the ENR Commission and contracted haulers; secured agreement on improvements for 2025.
- Initiated the Community Connect program through the Public Safety Department to support vulnerable populations during emergencies.

Roadblocks:

- No significant roadblocks reported.

Next Steps:

- Implement agreed-upon trash and recycling improvements for 2025.
- Continue monitoring and advancing climate adaptation plan action items.
- Evaluate and expand the Community Connect program as needed.

Performance Measure 2.3.1 Progress 50%

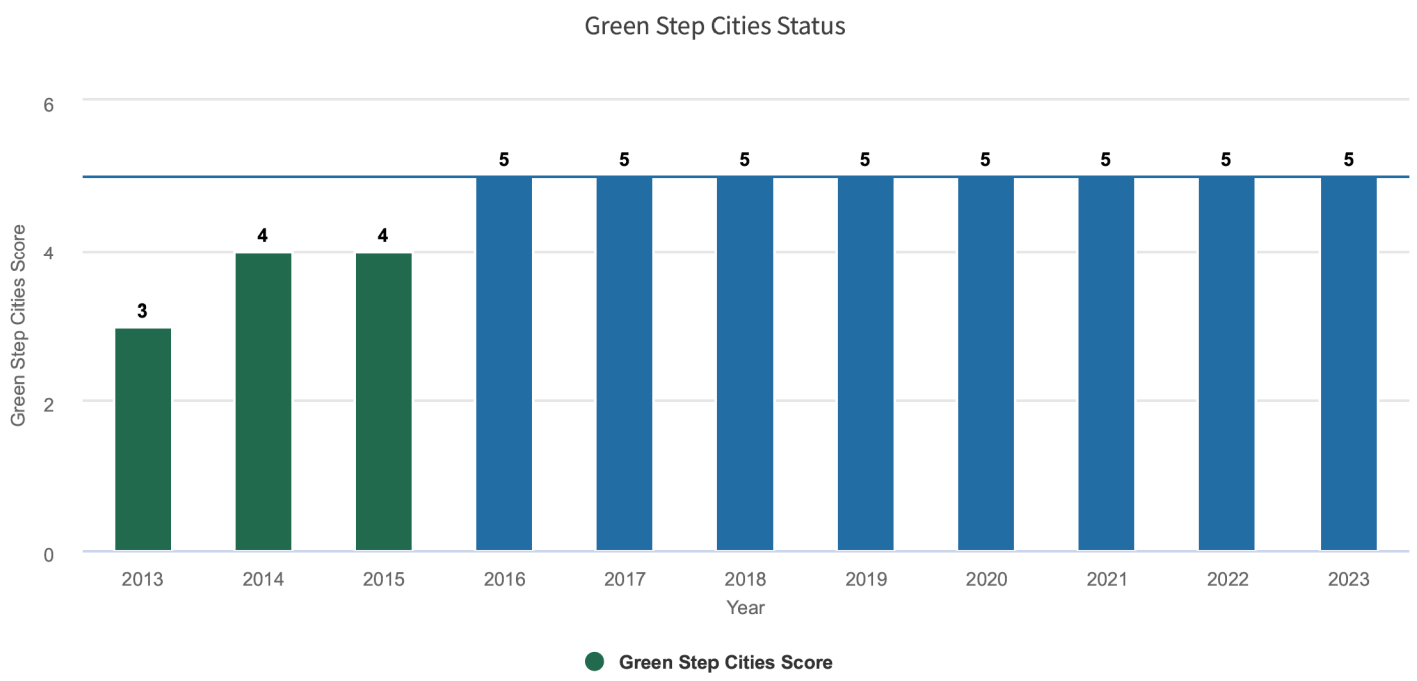
Maintain GreenStep Cities Step 5 Status and Gold Leaf Participation

Owner: Audra Robbins

	%	#
On Track	66.67	2
Completed	33.33	1

The MPCA notified the City in April 2025 that we have achieved Step 4/Step 5 GreenStep Cities status and the Gold Leaf Participation for reporting year 2024.

Green Step Cities chart



Performance Measure 2.3.2 Progress 25%

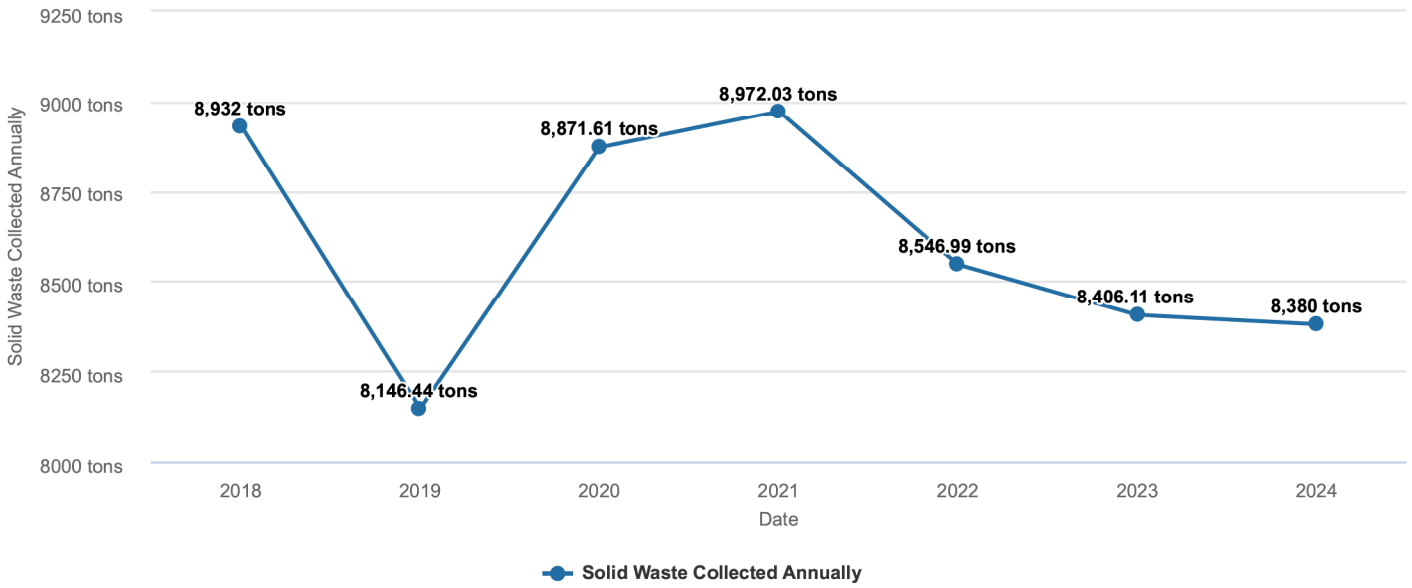
Enhance waste management by reducing trash and boosting recycling efforts in the City's curbside residential and park solid waste programs.

	%	#
On Track	100.0	1

Owner: Audra Robbins

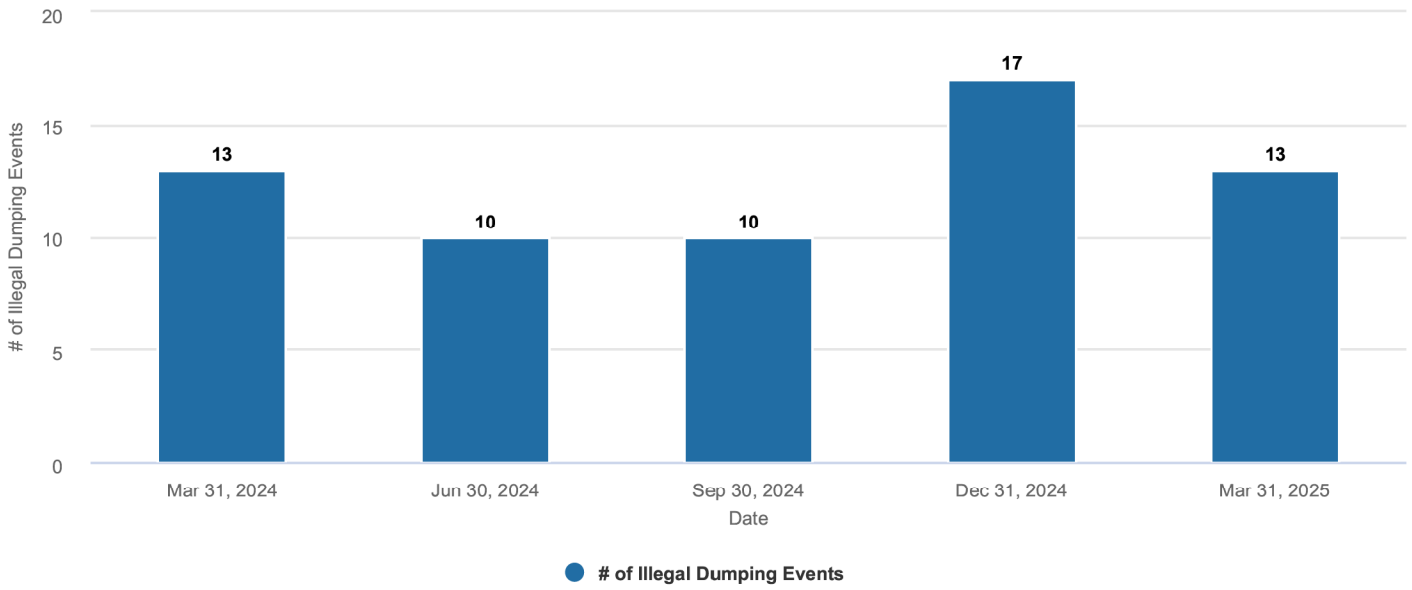
The City held a trash and recycling annual review with the ENR Commission and the City's contracted haulers in March. The haulers agreed to trash and recycling improvements for year 2025 as outlined in the annual work plan.

Residential Trash Collected Annually



This data is provided annually by our trash provider.

of Illegal Dumping Events



Performance Measure 2.3.3 Progress 26%

Track the number and status of action items from the 2021 Climate Adaptation Plan.

Owner: Shann Finwall

	%	#
On Track	50.0	1
Some Disruption	50.0	1

The City continues to monitor our climate adaptation plan action items. Most recently the Public Safety Department started the Community Connect program. This is an example of ensuring support for vulnerable populations during emergencies.

Strategic Priority 3 Progress 36%

Financial & Asset Management: Maintain fiscal sustainability while building and managing assets to preserve long-term investment and ensure uninterrupted quality services.

Owner: Lois Knutson

	%	#
On Track	76.92	20
Some Disruption	7.69	2
Upcoming	3.85	1
Completed	11.54	3

Accomplishments:

- S&P Global Ratings assigned an 'AA+' long-term rating to the city; 'AA+' rating affirmed on outstanding GO debt.
- Average 2-year treasury yield rate reached 3.73% as of 3/31/2025.
- Debt/capita ratio at $1,175, well below the $1,450 threshold; compliance with debt policy projected over 10-year CIP.
- Q1 General Fund expenditures estimated at 89% of budgeted amount, within targeted 5% variance.
- 30 internal facility maintenance tickets tracked in Q1; 127 preventative maintenance tasks and 186 reactive repairs/services completed for city vehicles and equipment.
- Plans and specifications for 2025 Street Improvement Project sent for bids; construction anticipated June 2025.
- Warranty walk-through for 2024 Street Improvements completed; repairs scheduled for spring/summer 2025.
- 3 tons of asphalt used for patching in Q1; annual sign inspections completed, with 127 signs identified for replacement and 11 signs/posts repaired.
- Right-of-Way Ordinance reviewed and permit forms updated.

Roadblocks:

- Average treasury yield rate remains below market benchmark of 4.03% as of 3/31/2025.
- Broadcast equipment replacement requires further research for cost and functionality balance.
- ROW Permits and Annual Registration integration into Accela software ongoing and incomplete.
- Repairs from 2024 Street Improvements pending until spring/summer 2025.

Next Steps:

- Maintain fund balance per city policy and monitor rating outlook.
- Evaluate investment strategies to better align yield rate with market benchmarks.
- Continue efforts to achieve targeted S&P rating.
- Review options for annual financial report production and monitor expenditure performance.
- Conduct comprehensive review of MCC/YMCA building in Q2 2025; develop facility rating system.
- Identify comparable broadcast systems in other cities for equipment replacement decisions.
- Begin construction on 2025 Street Improvement Project in June 2025.
- Coordinate with contractors to complete warranty repairs for 2024 Street Improvements.
- Finalize and implement ROW permitting and registration process in Accela software by 2025.

Key Outcome 3.1 Progress 25%

Credit Quality

Achieve highest possible level of credit quality in the bond market

Owner: Lois Knutson

	%	#
On Track	100.0	3

Accomplishments:

- S&P Global Ratings assigned an 'AA+' long-term rating to Maplewood.
- 'AA+' rating affirmed on the city's outstanding GO debt.

Roadblocks:

- No significant roadblocks reported.

Next Steps:

- Maintain fund balance in line with city policy and monitor rating outlook.

Performance Measure 3.1.1 Progress 25%

Under S&P's financial management assessment methodology:

1. Maintain Excellent Bond Rating of AA+
2. Maintain Management Score of "very strong management"

	%	#
On Track	100.0	3

Owner: Joe Rueb

As of 6/30/24:

- S&P Global Ratings assigned its 'AA+' long-term rating to Maplewood.

- S&P Global Ratings affirmed its 'AA+' rating on the city's GO debt outstanding.

- The outlook is stable.

The unassigned fund balance was $15,364,120 as of December 31, 2023, representing 58.7% of the current year's revenue. This was an increase from the prior year.

The unassigned fund balance also represents 60.9% of the current year's expenditures which is in line with the city policy of a minimum of 41.67% and a desired level of 50%.

S&P Bond Rating and Management Score

S&P Bond Rating and Management Score

Year	Bond Rating	Management Score
2017	AA+	Strong
2018	AA+	Very Strong
2019	AA+	Very Strong
2020	AA+	Very Strong
2021	AA+	Very Strong
2022	AA+	Very Strong
2023	AA+	Very Strong
2024	AA+	Very Strong

Key Outcome 3.2 Progress 25%

Maintain an investment strategy that maximizes yield without compromising safety, liquidity and diversity.

	%	#
On Track	100.0	1

Owner: Lois Knutson

Accomplishments:
The City's average 2-year treasury yield rate reached 3.73% as of 3/31/2025.

Roadblocks:
The City's rate remains below the market benchmark of 4.03% as of 3/31/2025.

Next Steps:
Evaluate investment strategies to align the City's yield rate more closely with market rates.

Performance Measure 3.2.1 Progress 25%

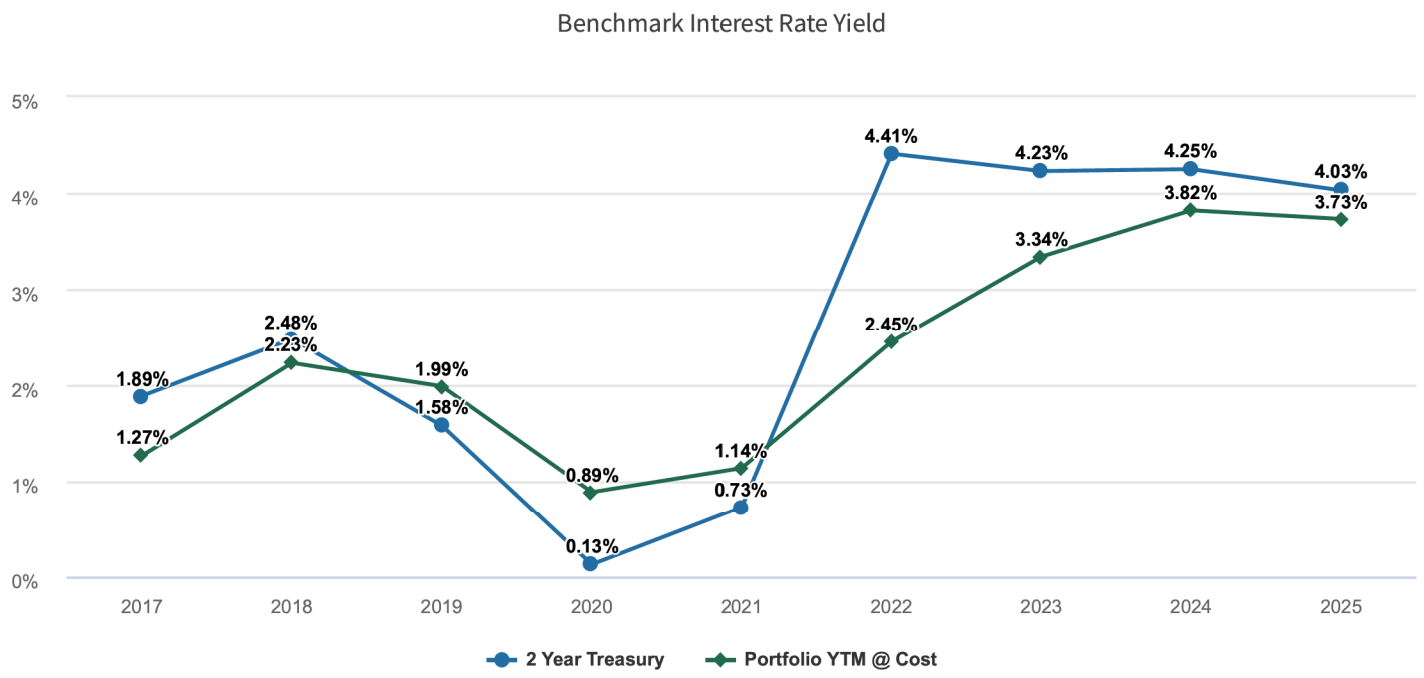
Maintain average annual rate of return on investments above the 2-year treasury yield rate.

	%	#
On Track	100.0	1

Owner: Joe Rueb

The 2-year treasury yield rate as of 3/31/2025 was 4.03%. The City's average rate was 3.73% as of 3/31/2025.

Benchmark Interest Rate Yield



Current data reflects year to date totals.

Key Outcome 3.3 Progress 38%

Strategically manage the debt portfolio in a manner that balances long-term financial sustainability with community needs.

	%	#
On Track	100.0	2

Owner: Lois Knutson

Accomplishments:
Debt/capita ratio is currently $1,175, well below the $1,450 threshold. The City remains in compliance with its debt policy and is projected to maintain compliance over the 10-year CIP period.

Roadblocks:
S&P rating of at least "adequate" on Debt and Contingent Liability measure has not yet been achieved.

Next Steps:
Continue efforts to attain the targeted S&P rating.

Performance Measure 3.3.1 Progress 26%

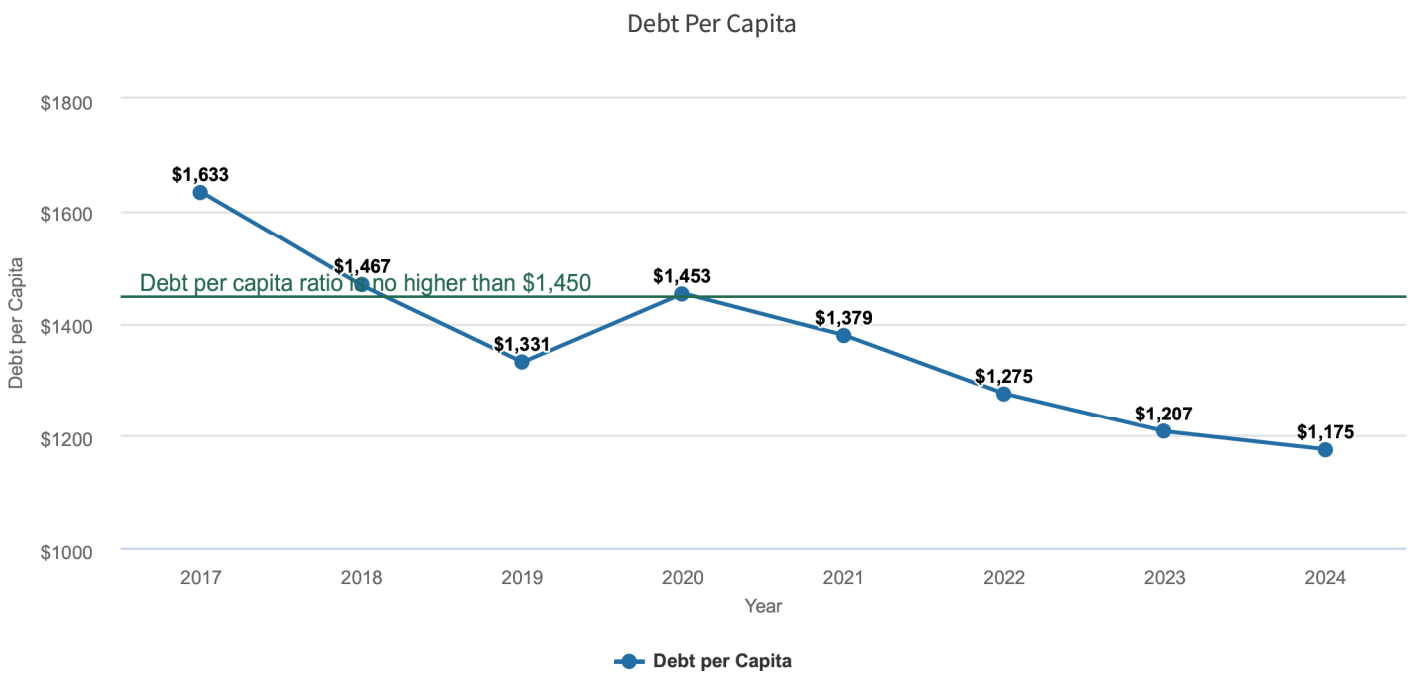
Debt/Capita ratio is no higher than $1,450

	%	#
On Track	100.0	1

Owner: Joe Rueb

The current debt/capita ratio is at $1,175. The City is currently in compliance with its own debt policy and is projected to be in compliance for the 10-year CIP period.

Debt per Capita Ratio



Current data reflects year to date totals.

Performance Measure 3.3.2 Progress 50%

S & P rating of at least “adequate” on Debt and Contingent Liability measure

	%	#
On Track	100.0	1

Owner: Joe Rueb

We continue to work towards this goal.

S & P Debt and Contingent Liability Score

Year	Debt and Contingent Score
2017	Weak
2018	Weak
2019	Weak
2020	Weak
2021	Weak
2022	Weak
2023	Weak
2024	Weak

Key Outcome 3.4 Progress 17%

Develop an annual budget that meets community needs and is in alignment with the strategic plan and City financial policies.

	%	#
On Track	100.0	3

Owner: Lois Knutson

Accomplishments:
Q1 General Fund expenditures are estimated at 89% of budgeted expenditures, maintaining performance within the targeted 5% variance.

Roadblocks:
Delivery of a popular annual financial report is required for the GFOA Triple Crown Award and has not been completed previously. Options are still under review pending the resumption of regular reporting.

Next Steps:
Continue reviewing options for producing the annual financial report and monitor expenditure performance to ensure compliance with budgetary goals.

Performance Measure 3.4.1 Progress 25%

Receive the GFOA Triple Crown Award.

	%	#
On Track	100.0	1

Owner: Joe Rueb

This goal will require us to deliver a popular annual financial report for the first time. We will continue to review options once regular reporting is back on track.

GFOA Distinguished Budget Award

GFOA Distinguished Budget Award

Year	Distinguished Budget Award
2016	Yes
2017	Yes
2018	Yes
2019	Yes
2020	Yes
2021	Yes
2022	Yes
2023	Yes
2024	Yes

Performance Measure 3.4.2 Progress 13%

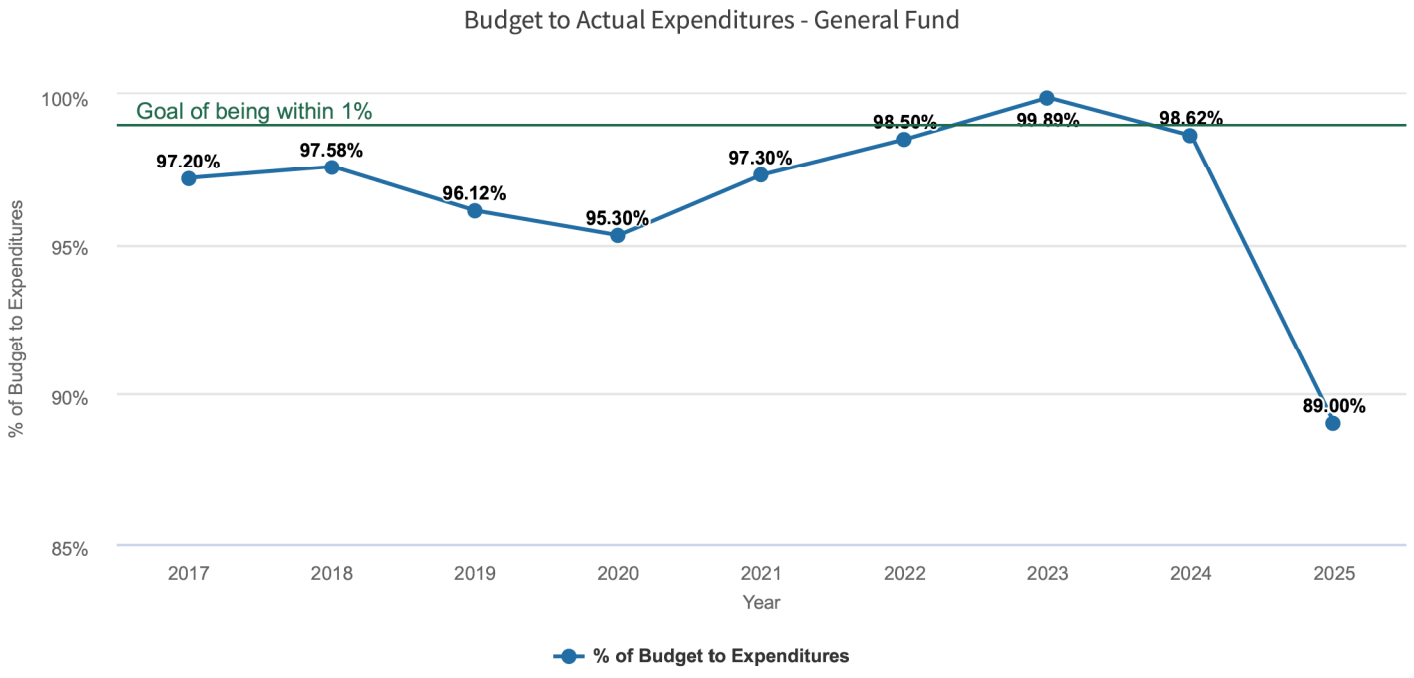
Maintain budget to actual performance within 5% of budgeted expenditures to ensure an allowance for contingencies.

	%	#
On Track	100.0	2

Owner: Joe Rueb

Q1 General Fund expenditures are estimated to be at 89% of the budgeted expenditures.

Budget to Actual Expenditures - General Fund



Current data reflects year to date totals.

Key Outcome 3.5 Progress 23%

Capital assets (buildings, grounds and equipment) shall be maintained at a sustainable level that will protect the City's investment.

Owner: Lois Knutson

	%	#
On Track	81.82	9
Some Disruption	9.09	1
Upcoming	9.09	1

Accomplishments:

- Cleaned one-third of sanitary sewer mains and inspected 4-5% of the system annually, in line with League of Minnesota Cities recommendations.
- Tracked 30 internal facility maintenance help desk tickets in the first quarter.
- Completed 127 preventative maintenance tasks and 186 reactive repairs/services for city vehicles and equipment in Q1 2025.

Roadblocks:

- Annual stormwater BMP inspections and cleaning are dependent on staff availability and weather conditions.
- Broadcast equipment replacement requires further research to balance cost and functionality.

Next Steps:

- Continue annual cleaning and inspection of stormwater BMPs as conditions allow.
- Conduct a comprehensive review of the MCC/YMCA building in Q2 2025 to assess needs and develop a facility rating system.
- Identify comparable broadcast systems in other cities to inform equipment replacement decisions.

Performance Measure 3.5.1 Progress 24%

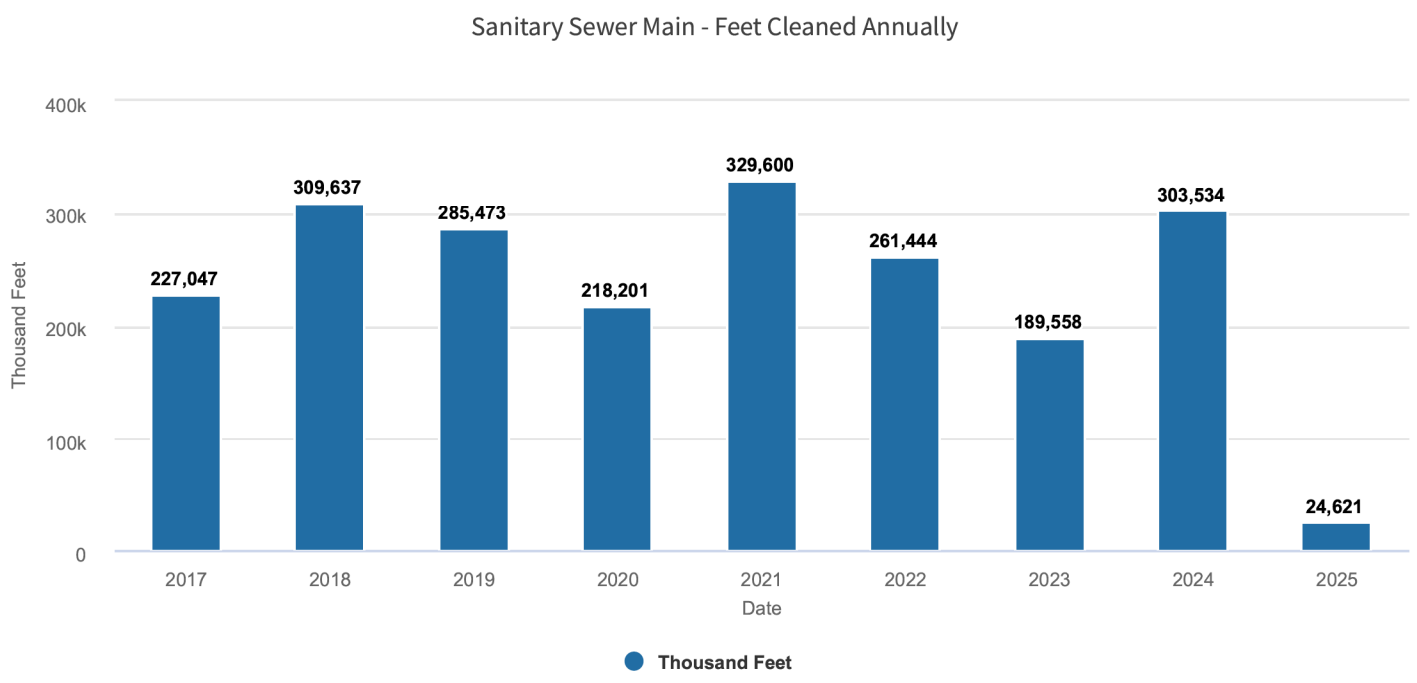
Ensure sanitary sewer system is maintained by inspecting and cleaning mains each year.

Owner: Meghan Janaszak

	%	#
On Track	100.0	3

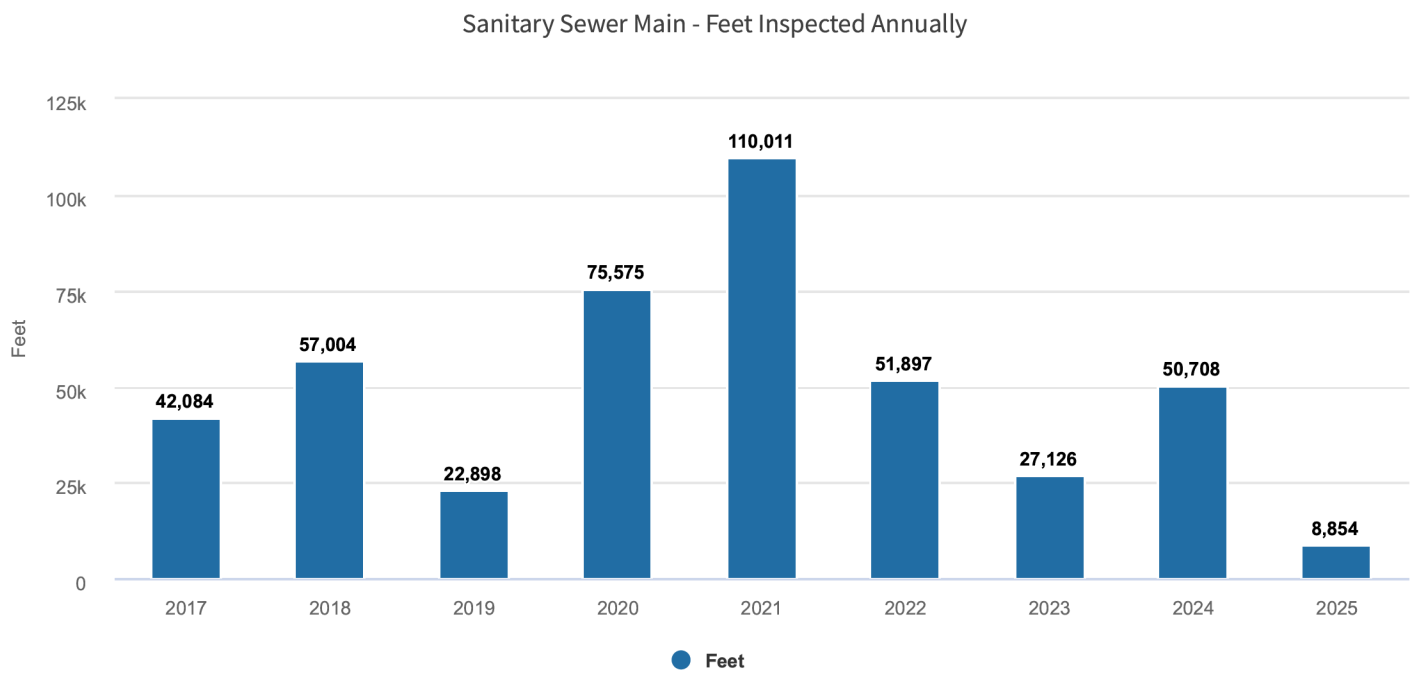
Staff has cleaned 1/3 of sanitary sewer mains and inspected 4-5% of the system annually based on recommendations from the League of Minnesota Cities.

SS Mains Cleaned Annually



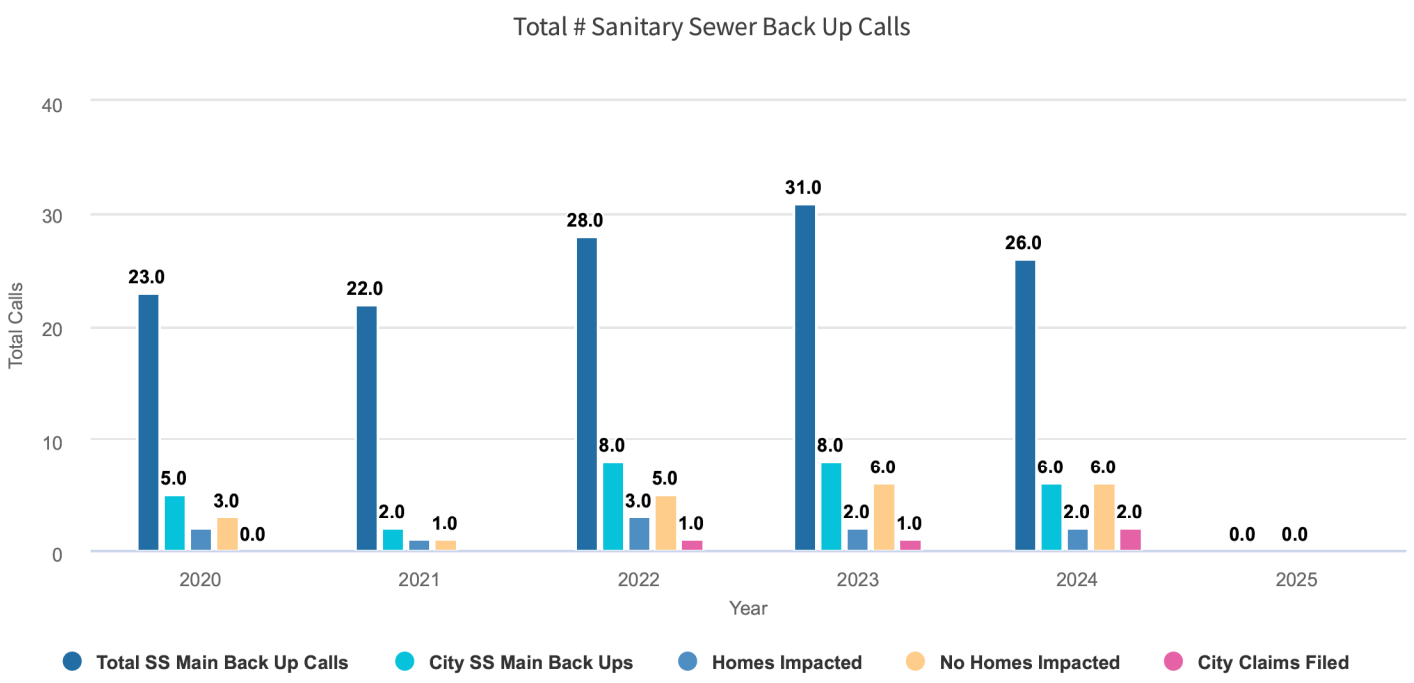
Current data reflects year to date totals.

SS Main # of Feet Inspected Annually



Current data reflects year to date totals.

Sanitary Sewer Back Up Calls



Current data reflects year to date totals.

Performance Measure 3.5.2 Progress 24%

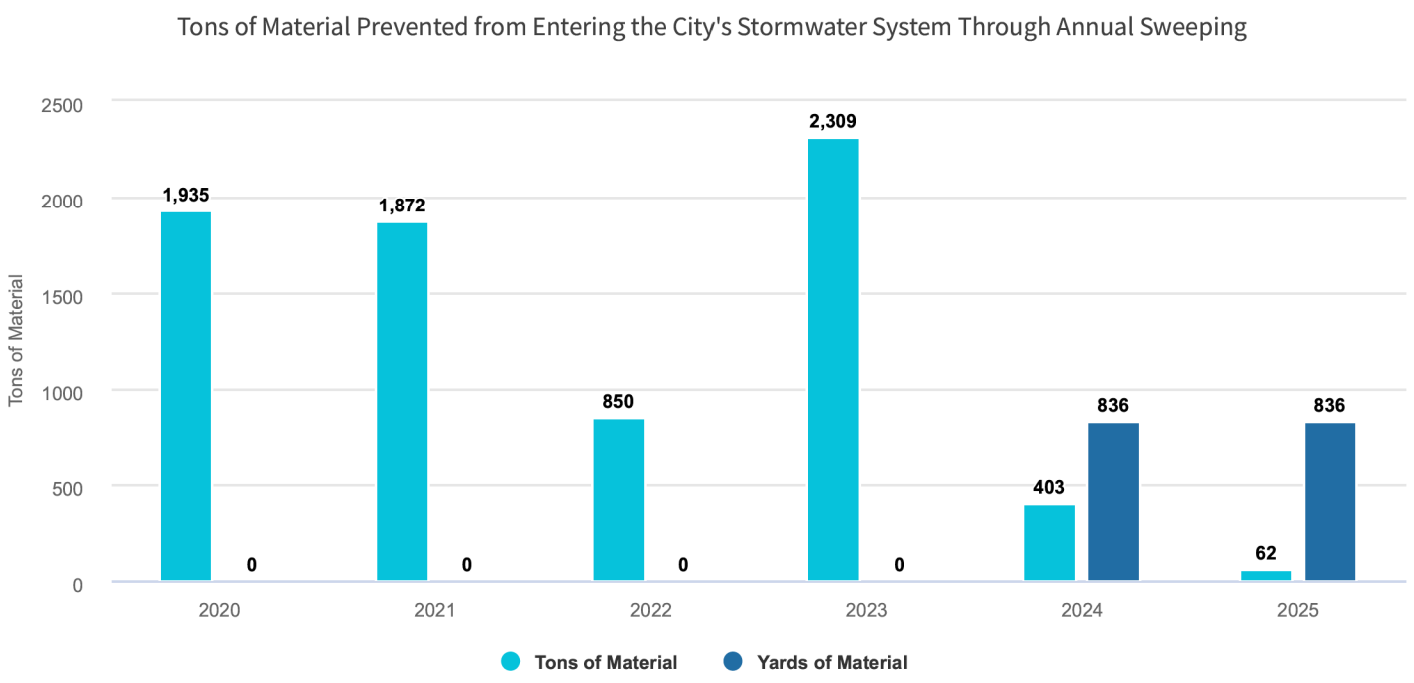
Annually inspect 100% of structural stormwater BMPs and clean as needed.

Owner: Meghan Janaszak

	%	#
On Track	100.0	2

Staff will be conducting annual cleaning and inspections as time permits and weather allows throughout the year. This generally occurs in the spring and early summer.

Tons of Material Prevented from Entering the City's Stormwater System Through Annual Sweeping



Current data reflects year to date totals.

Performance Measure 3.5.3 Progress 39%

Ensure that City facilities are maintained to meet the needs of the community and staff.

	%	#
On Track	50.0	1
Some Disruption	50.0	1

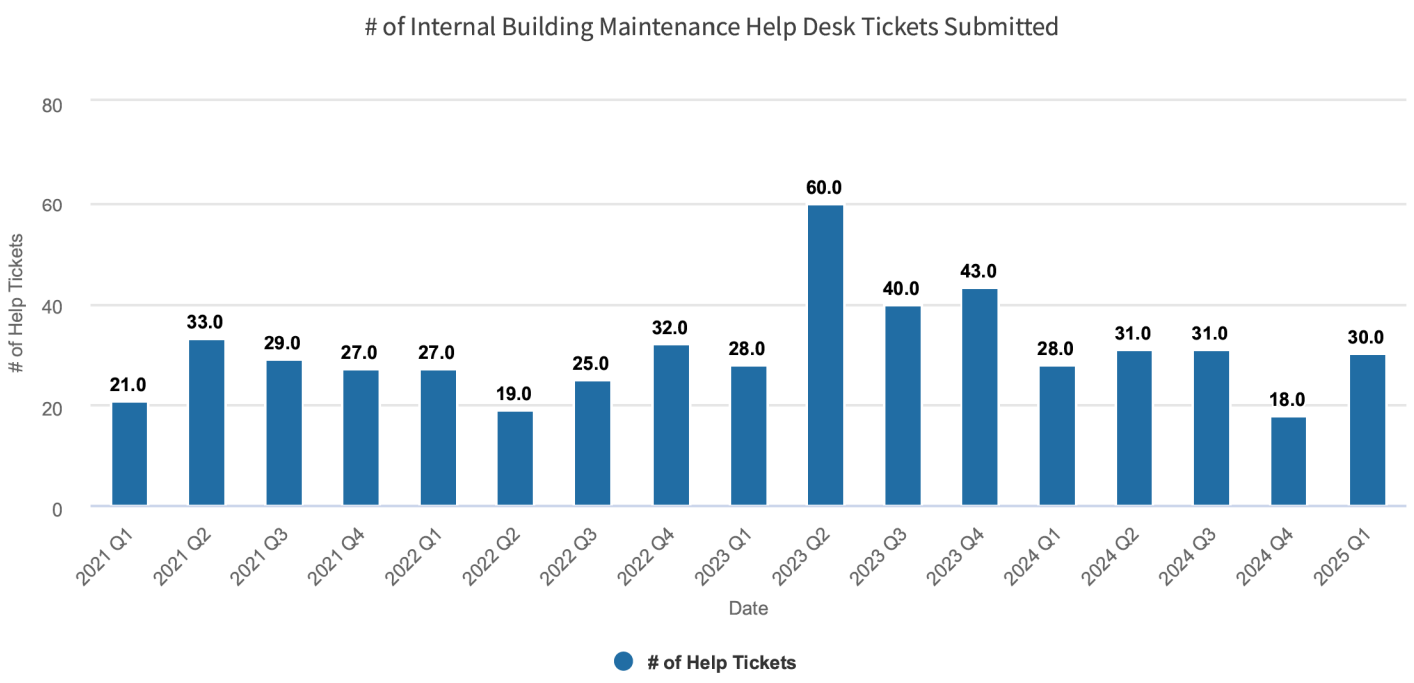
Owner: Steve Love

Staff is currently tracking the number of facility maintenance help desk tickets submitted internally by City staff. The following is a summary of Internal Help Desk Tickets:

- First Quarter - 30 tickets
- Total Tickets - 30 tickets

A review of the MCC/YMCA building is planned for the second quarter of 2025. This review will identify needs, estimate costs, and be used to develop the facility rating system for the building.

# of Internal Building Maintenance Help Desk Tickets Submitted



Performance Measure 3.5.4 Progress 10%

Replace city council chamber's broadcast equipment that is at the end of its life.

Owner: Joe Sheeran

	%	#
On Track	100.0	1

Kevin is in the process of identifying cities with systems that would be similar to what Maplewood needs to explore a middle-range system. We want to ensure we're not buying something that will be obsolete, but not over spend for features we won't use.

Performance Measure 3.5.5 Progress 16%

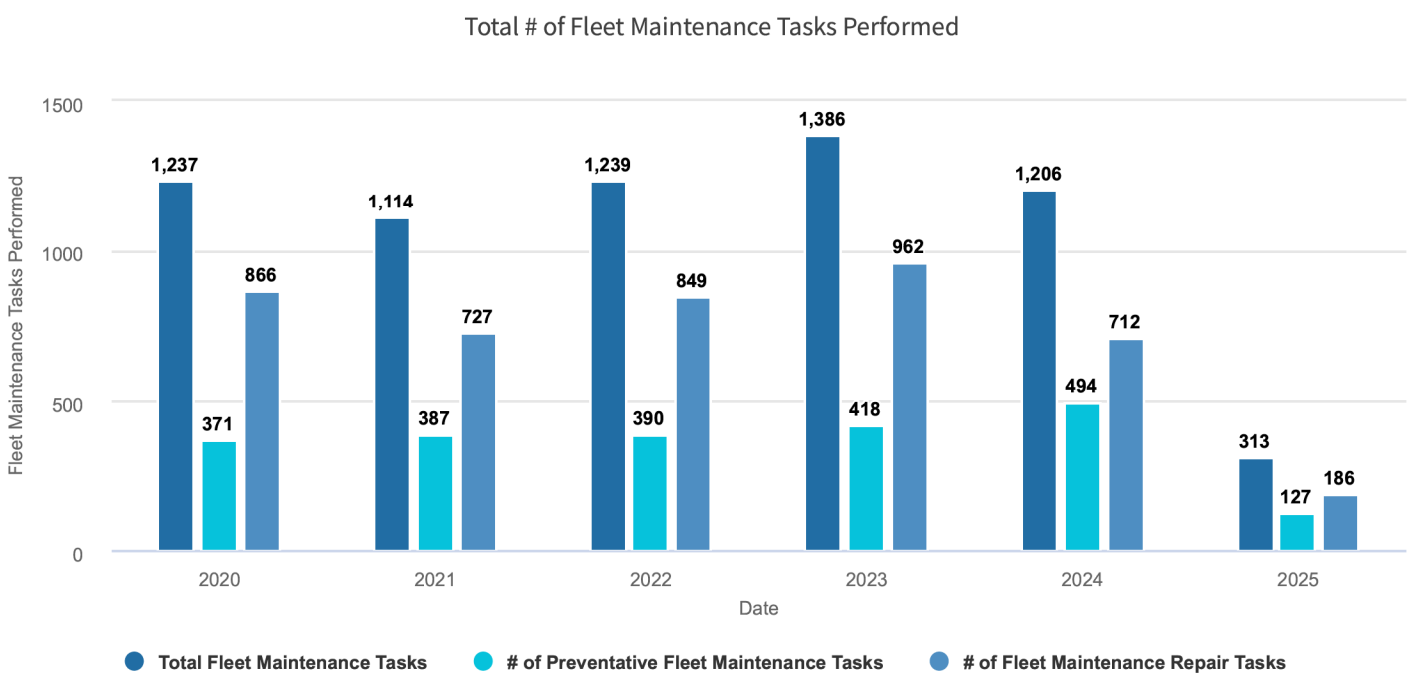
Ensure that the city's vehicles and equipment are serviced and maintained to allow staff to perform their essential job duties.

Owner: Steve Love

	%	#
On Track	66.67	2
Upcoming	33.33	1

In the first Quarter of 2025, staff completed 127 preventative maintenance tasks and 186 reactive repairs/services.

Fleet Maintenance - # of Preventative Maintenance and Repair Tasks Preformed



Current data reflects year to date totals.

Key Outcome 3.6 Progress 74%

Local City roads managed to provide a high quality transportation system.

Owner: Lois Knutson

	%	#
On Track	33.33	2
Some Disruption	16.67	1
Completed	50.0	3

Accomplishments:

- Plans and specifications for the 2025 Maplewood Street Improvement Project have been sent out for bids, with construction anticipated to begin in June 2025.
- Warranty walk-through for the 2024 Maplewood Street Improvements completed; repairs scheduled for spring to early summer 2025.
- In Q1, 3 tons of asphalt used for patching; 0 tons for spot paving.
- Cartegraph used to track road condition concerns; 1 road complaint and 4 pothole complaints logged in Q1.
- Annual sign inspections completed; 127 signs identified for replacement and 11 signs/posts repaired in Q1.
- Existing Right-of-Way (ROW) Ordinance reviewed and permit forms updated.

Roadblocks:

- ROW Permits and Annual Registration integration into Accela software is ongoing and not yet complete.
- Repairs from the 2024 Maplewood Street Improvements pending until spring to early summer 2025.

Next Steps:

- Begin construction on the 2025 Maplewood Street Improvement Project in June 2025.
- Coordinate with contractors to complete warranty repairs for the 2024 Maplewood Street Improvements.
- Continue tracking asphalt usage and resident complaints.
- Implement sign replacements and repairs as identified.
- Finalize and implement ROW permitting and registration process in Accela software by 2025.

Performance Measure 3.6.1 Progress 63%

70% of all roads will have a PCI (Pavement Condition Index) of a minimum of 70

Owner: Jon Jarosch

	%	#
On Track	50.0	2
Completed	50.0	2

Plans and specifications have been sent out to bids for the 2025 Maplewood Street Improvement Project. It is anticipated that construction on this project will begin in early June 2025.

Staff have performed a warranty walk-through of the 2024 Maplewood Street Improvements. Staff will work with the contractor to make all needed repairs in the spring to early summer of 2025.

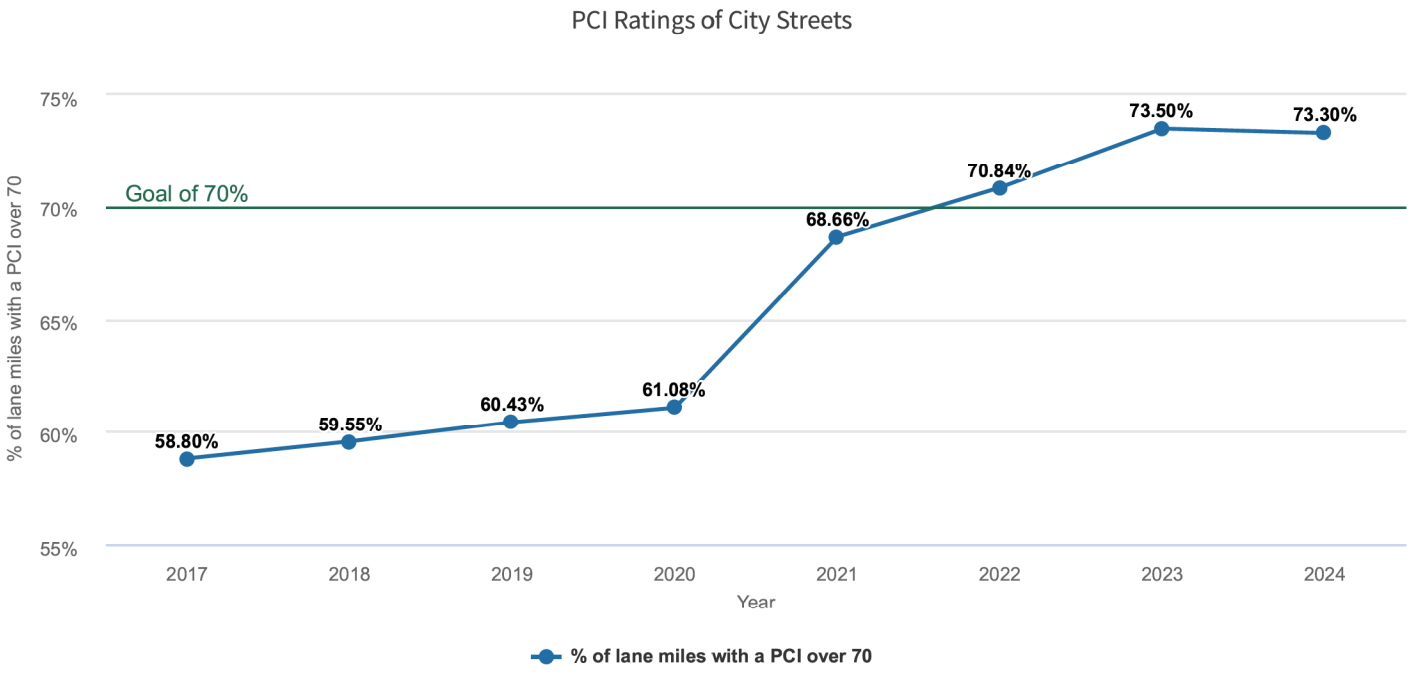
Action Initiative 3.6.1.3: Track tons of asphalt used annually for patching and paving (25% completed)

City staff will continue to track tons of asphalt used for patching and paving. In quarter one, 3 tons of asphalt was used for patching and 0 tons of asphalt was used for spot paving.

Action Initiative 3.6.1.4: Track all resident concerns/complaints about road conditions in Cartegraph. (27% completed)

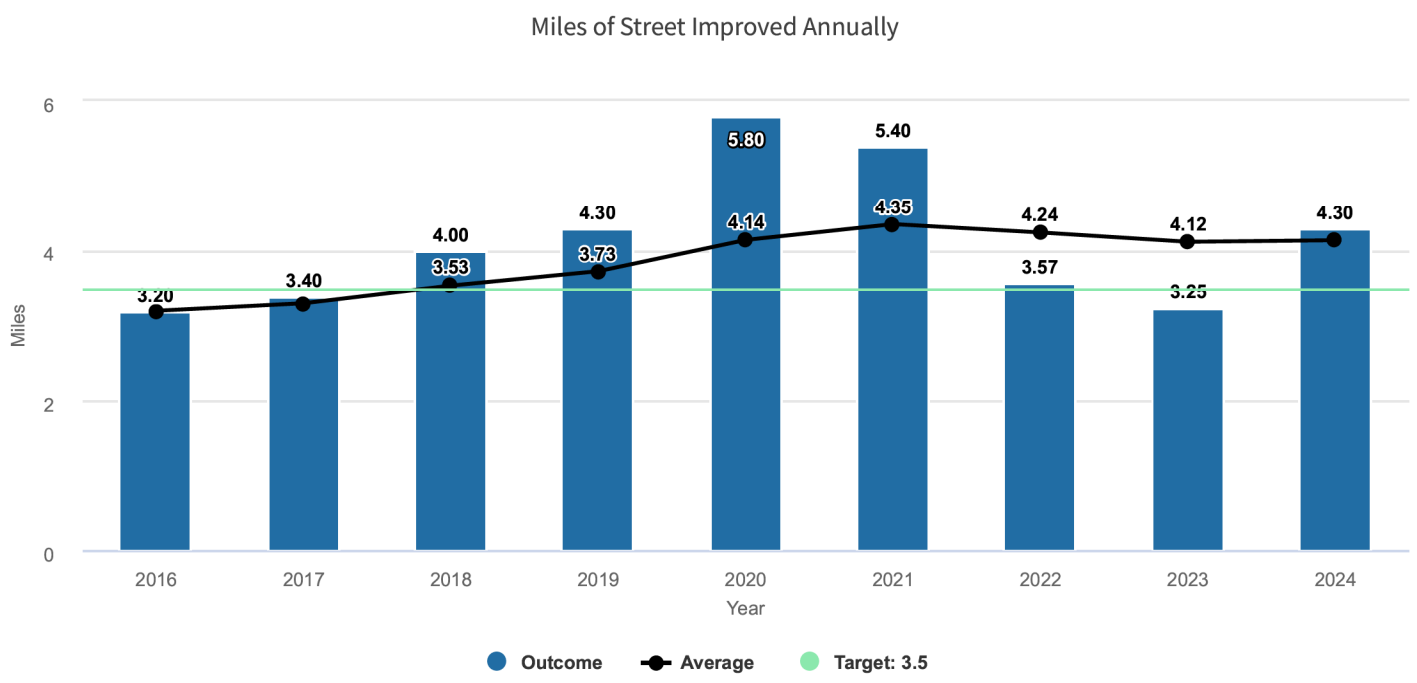
Staff continues to utilize Cartegraph to track all road concerns and complaints. This is one of the tools that staff uses to monitor road conditions, such as potholes. and make adjustments as needed to future road projects. In Quarter one, one road complaint was logged and four pothole complaints were logged.

PCI Ratings of City Streets

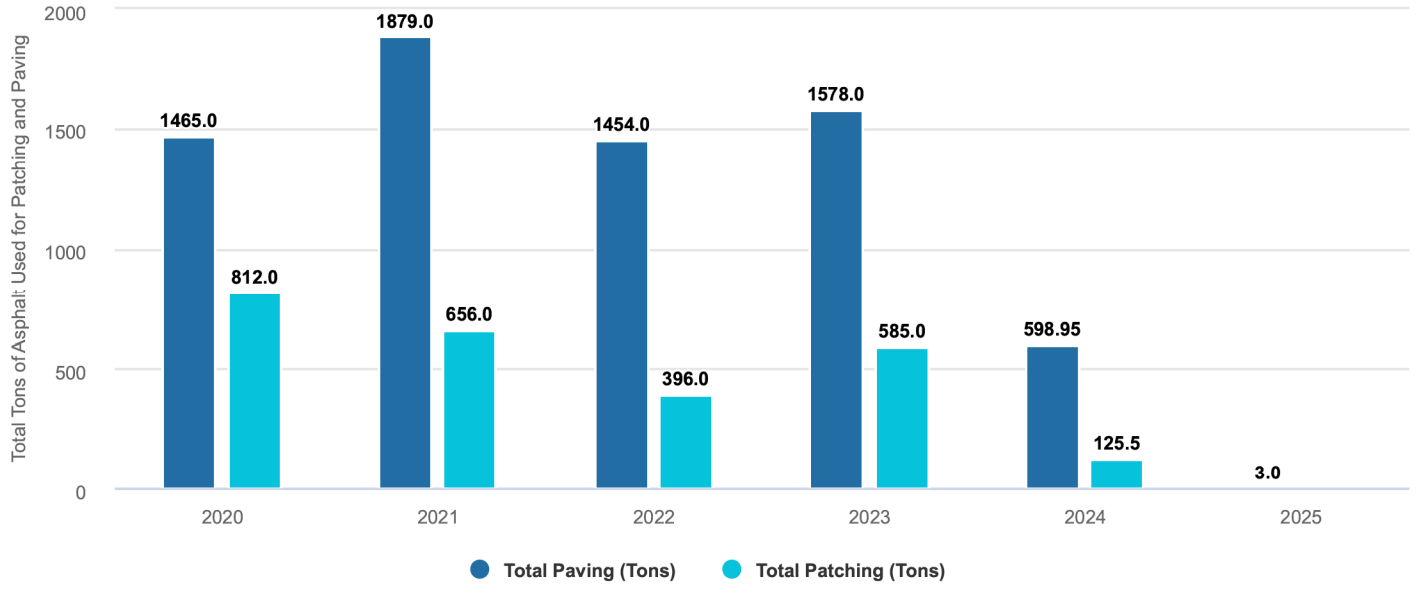


This is an annual measure based on street ratings completed each spring/summer.

Miles of Street Improved Annually

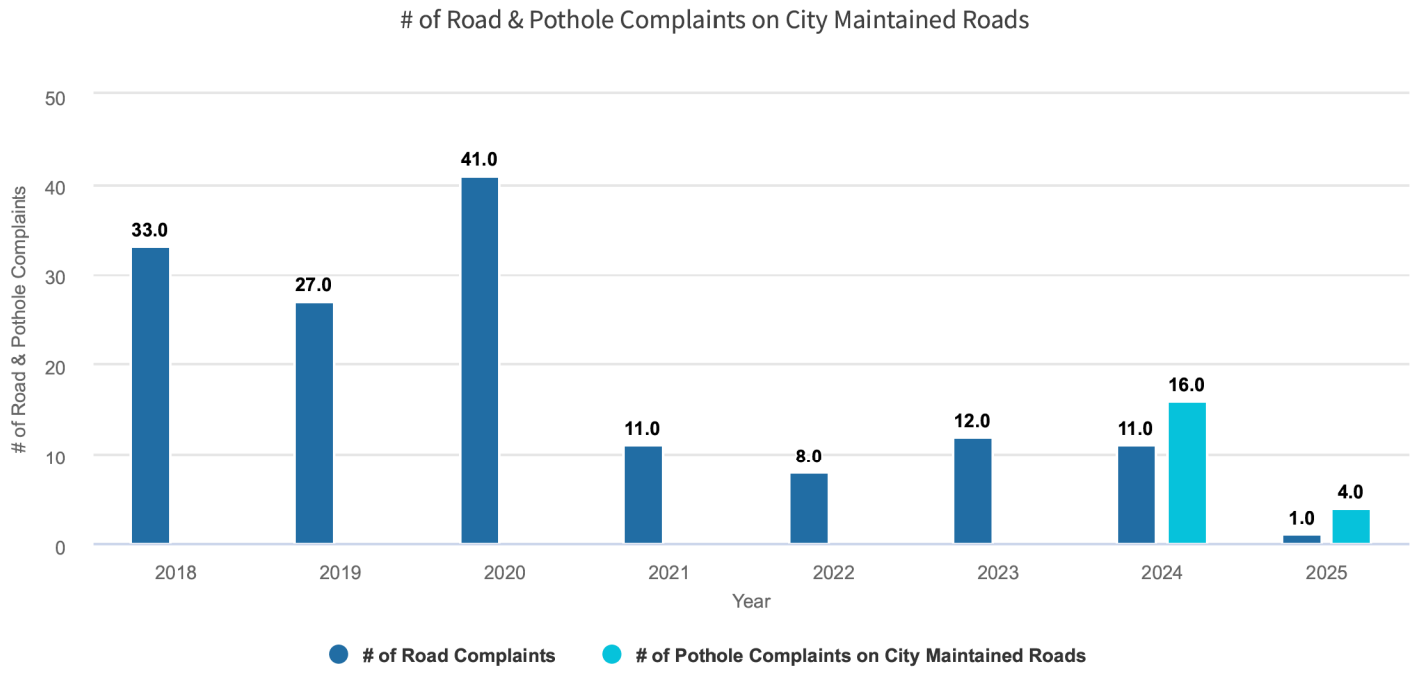


Total Tons of Asphalt Used for Paving and Patching (annually)



Current data reflects year to date totals.

# of Road & Pothole Complaints on City Maintained Roads



Current data reflects year to date totals.

Performance Measure 3.6.2

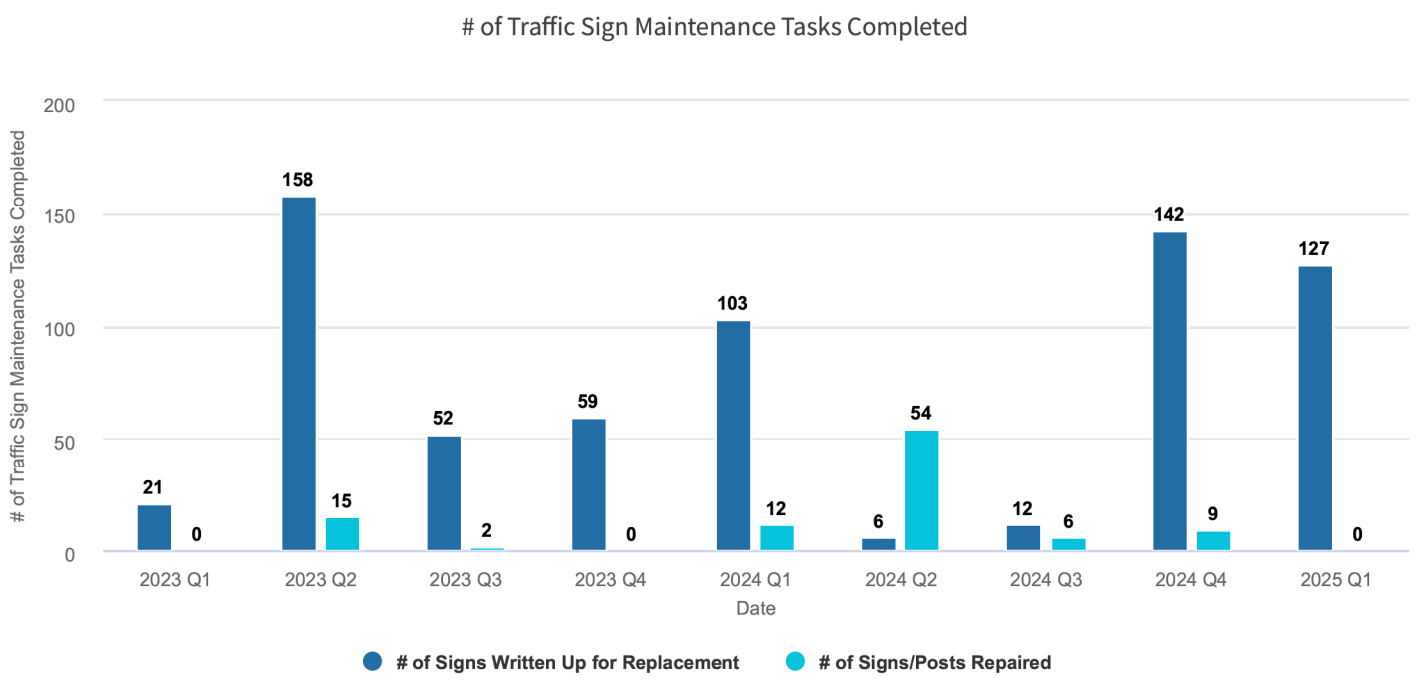
Track number of traffic sign maintenance tasks completed as identified through the sign survey, street improvement projects and reported issues.

Owner: Meghan Janaszak

The sign inspections have been completed for the year. Replacements and repairs will be made based on those sign inspections and newly identified repairs that are submitted.

In quarter one, staff identified 127 signs to be replaced and repaired 11 signs/posts.

# of Traffic Sign Maintenance Tasks Completed



Performance Measure 3.6.3 Progress 90%

Update Right-of-way permitting and annual registration process.

Owner: Jon Jarosch

	%	#
Some Disruption	100.0	1

Staff have reviewed the existing ROW Ordinance and updated the permit forms. Staff continues to work on incorporating the ROW Permits and Annual Registration into the Accela software. It is currently anticipated that everything will be implemented in 2025.

Performance Measure 3.6.4 Progress 100%

Update Gopher State One Call marking request process.

Owner: Jon Jarosch

	%	#
Completed	100.0	1

Staff have implemented minor changes to the previous locate marking process while working towards a long-term solution to streamline the Gopher State One Call ticket processing methodology. Staff have begun reviewing the use of the Cartegraph GIS system to process GSOC tickets in a more efficient manner than the current software. The review of this software will be completed in early 2025.

Strategic Priority 4 Progress 26%

Integrated Communication: Create a long-term vision that reflects our community identity and effectively communicates a consistent, broad-based message and brand through a variety of mediums.

Owner: Lois Knutson

	%	#
On Track	100.0	2

Accomplishments:

- Enhanced access to key files on the share drive in partnership with IT, reducing email dependency.
- Utilized the Agenda Management page to streamline communication by identifying departmental activities.
- Produced a Facebook Live stream of the State of the City, resulting in significant community engagement.

Roadblocks:

- Seasonal limitations restricted opportunities for live video content, delaying livestream targets.

Next Steps:

- Collaborate with city leaders and staff to source and share content on social media, aiming to increase annual engagement.
- Expand media outreach by securing at least three City-initiated stories in major Twin Cities news outlets each year, focusing on development and the Purple Line project.
- Increase the frequency and variety of livestreams, ensuring Public Safety and Parks and Natural Resources are highlighted in at least three broadcasts annually.

Key Outcome 4.1 Progress 26%

A more informed and engaged community by proactively telling the City's story and establishing Maplewood as a regional leader.

	%	#
On Track	100.0	2

Owner: Lois Knutson

Accomplishments:

- Improved access to key files on the share drive in collaboration with IT, reducing reliance on email communication.
- The Agenda Management page has facilitated identification of departmental activities, streamlining communication efforts.
- Produced a Facebook Live stream of the State of the City, achieving significant engagement.

Roadblocks:

- Limited opportunities for live video content during winter months delayed achievement of livestream targets.

Next Steps:

- Engage city leaders and staff to identify and contribute content for social media platforms to boost annual engagement.
- Initiate broader media outreach, targeting at least three City-initiated stories in mainstream Twin Cities news outlets annually, with a focus on upcoming development projects and the Purple Line project.
- Increase frequency and diversity of livestream broadcasts, ensuring Public Safety and Parks and Natural Resources are featured in at least three broadcasts annually.

Performance Measure 4.1.1 Progress 26%

Ensure key city leaders and staff are helping identify potential content for Maplewood's social media platforms to increase annual engagement .

	%	#
On Track	100.0	2

Owner: Joe Sheeran

We're working with IT to ensure everyone knows how to access key files in the share drive. This will streamline that back and forth of email. Also the Agenda Management page has been helpful to identify what each department is working on without department heads or supervisors to pitch comms directly.

Performance Measure 4.1.2

Broader media outreach with at least 3 City-initiated stories that appear in mainstream Twin Cities news outlets annually.

Owner: Joe Sheeran

With development project gearing up, we'll have opportunities to pitch. We also plan on working with main-media to highlight the successof the the re-configured Purple Line, and City leadership in right-sizing the project.

Performance Measure 4.1.3

Ensure communications produces at least 1 livestream broadcast on Facebook each month. Public Safety and Parks and Natural Resources will be featured in at least 3 annually.

Owner: Joe Sheeran

Because there were fewer winter opportunities for live video, we were somewhat delayed on fully meeting the numbers. However, we produced a facebook Live stream of the State of the City, which garnered hundreds of views.

Strategic Priority 5 Progress 34%

Operational Effectiveness: Create a culture that is built on trust, conveys clearly identified goals and expectations, and is focused on the city's long-range mission and vision. Value organizational efficiencies which are based on performance measurement, accountability, and best practices.

	%	#
On Track	81.48	22
Some Disruption	14.81	4
Completed	3.7	1

Owner: Lois Knutson

Accomplishments:

- Safety Committee developed the 2025 Annual Plan and updated departmental trainings with consultants.
- Achieved 89% city-wide participation in the Employee Wellness Program (Q1 2025), setting a program record.
- Fire Department participated in a University of Minnesota fatigue study and expanded mental health resources.
- Submitted a grant application for firefighter gear to reduce carcinogen exposure; completed annual physical exams and resource guide.
- 80% of code enforcement complaints closed within 90 days; policy updates in draft.
- Expanded Cartegraph use for illegal dumping tracking; 13 events addressed in Q1.
- 100% of licensed food, pool, and lodging establishments inspected annually; inspection system expanded.
- IT helpdesk met SLA goals; cybersecurity training completed; standardized software/hardware city-wide.
- Proactive engagement with unsheltered individuals; 2024 Community Information/Crime Report published.

Roadblocks:

- Continued focus needed to sustain workforce culture.
- Records Management System speed issues; continued patrol division hiring needs.
- No direct housing or service connections for unsheltered individuals during this period.

Next Steps:

- Continue injury and accident prevention initiatives, monitor wellness program engagement.
- Continue fostering a robust, family-oriented workforce culture to maintain turnover rates at or below 10%.
- Present code enforcement policy updates to council.
- Continue cybersecurity and software optimization.
- Address Records Management System performance; maintain engagement with unsheltered populations.
- Ongoing monitoring and analysis of crime and use of force data.

Key Outcome 5.1 Progress 48%

Maintain a safe work environment and a healthy workforce.

Owner: Lois Knutson

	%	#
On Track	66.67	4
Some Disruption	16.67	1
Completed	16.67	1

Accomplishments:

- Safety Committee developed a 2025 Annual Plan referencing relevant topics and resources for employees.
- Updated departmental trainings and standards in collaboration with LMC and safety consultants.
- Maintained ongoing injury and accident prevention efforts across departments, leveraging League of Minnesota Cities resources.
- Maintained 89% city-wide participation in the Employee Wellness Program in Q1 2025, the highest rate in program history.
- Fire department-initiated participation in a University of Minnesota fatigue study with strong engagement.
- Expanded mental health resources and finalized exercise facility purchases for both North and South stations.
- Applied for a grant to acquire additional firefighter gear to reduce carcinogen exposure.
- Fire Department staff completed annual physical exams and developed a resource guide for interpreting blood biomarker results.

Roadblocks:

- Data collection for the Fire Department fatigue study is ongoing.
- Finalization of enhanced medical exam services for Fire staff with a new vendor is still in progress.

Next Steps:

- Continue follow-up on injury and accident prevention initiatives.
- Monitor and support employee wellness program participation to sustain high engagement.
- Advance mental health resource expansion and complete exercise facility enhancements in Fire Department.
- Secure grant funding for additional firefighter gear.
- Finalize contract for advanced medical exams and implement expanded screening services.
- Ongoing employee education on health and wellness topics.

Performance Measure 5.1.1 Progress 25%

The target for the annual Workers' Compensation Experience Modification Factor is 1.0 or less

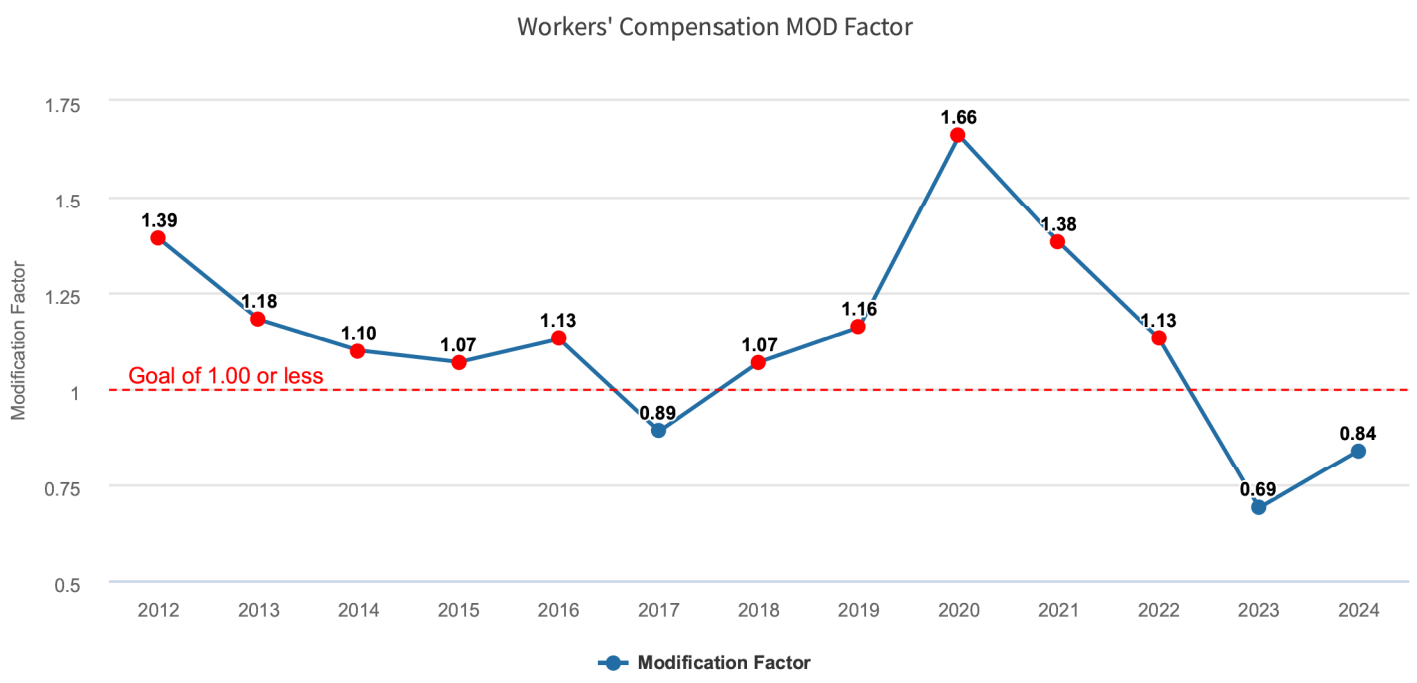
Owner: Mike Darrow

	%	#
On Track	100.0	2

The Safety Committee created a 2025 Annual Plan which references topics and resources applicable to employees. The committee recently met with LMC and Safety consultants to provide updated trainings and standards to their departments.

The Safety Committee continues to follow up with departments on injury and accident prevention efforts. The Committee connects with the League of Minnesota Cities to utilize resources and trainings for specific departments.

Workers Compensation MOD Factor



This is an annual measure that is calculated from July 1 to June 30.

Performance Measure 5.1.2 Progress 63%

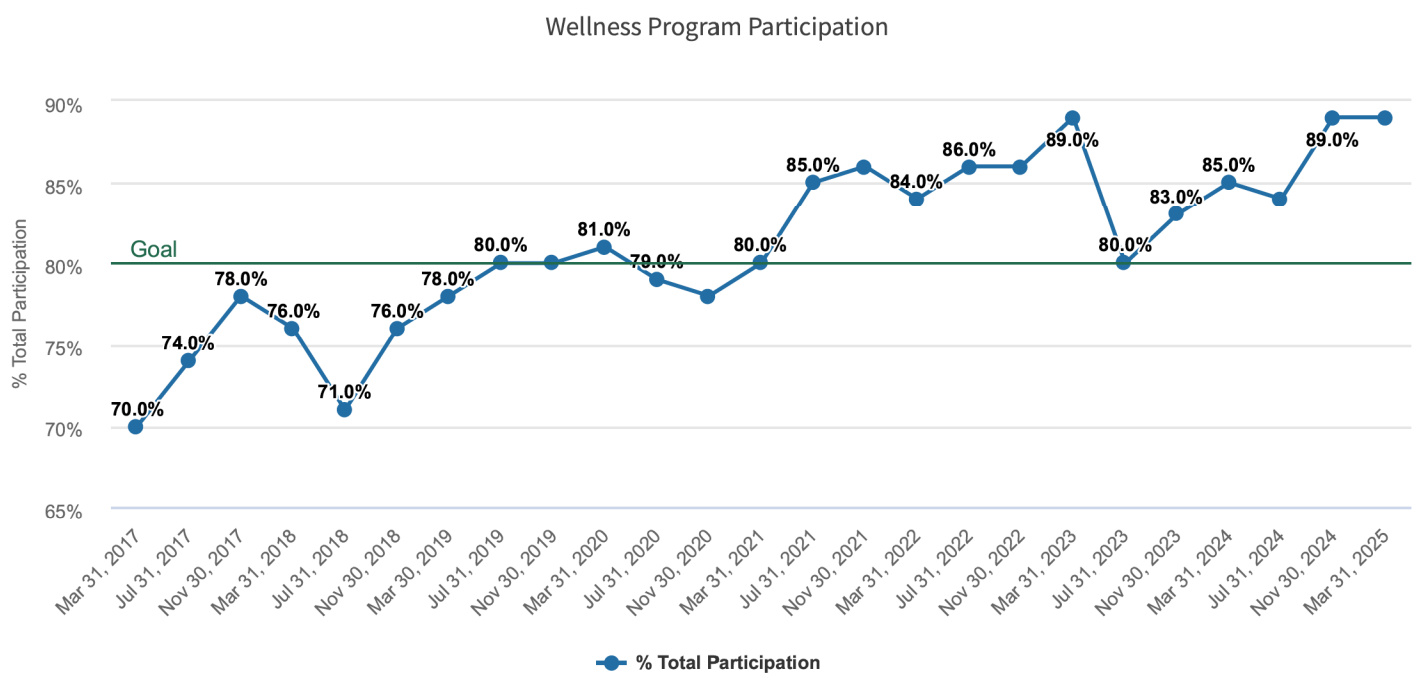
Achieve employee wellness program participation above 82% city-wide and at least 76% in each department.

Owner: Mike Darrow

	%	#
On Track	50.0	1
Completed	50.0	1

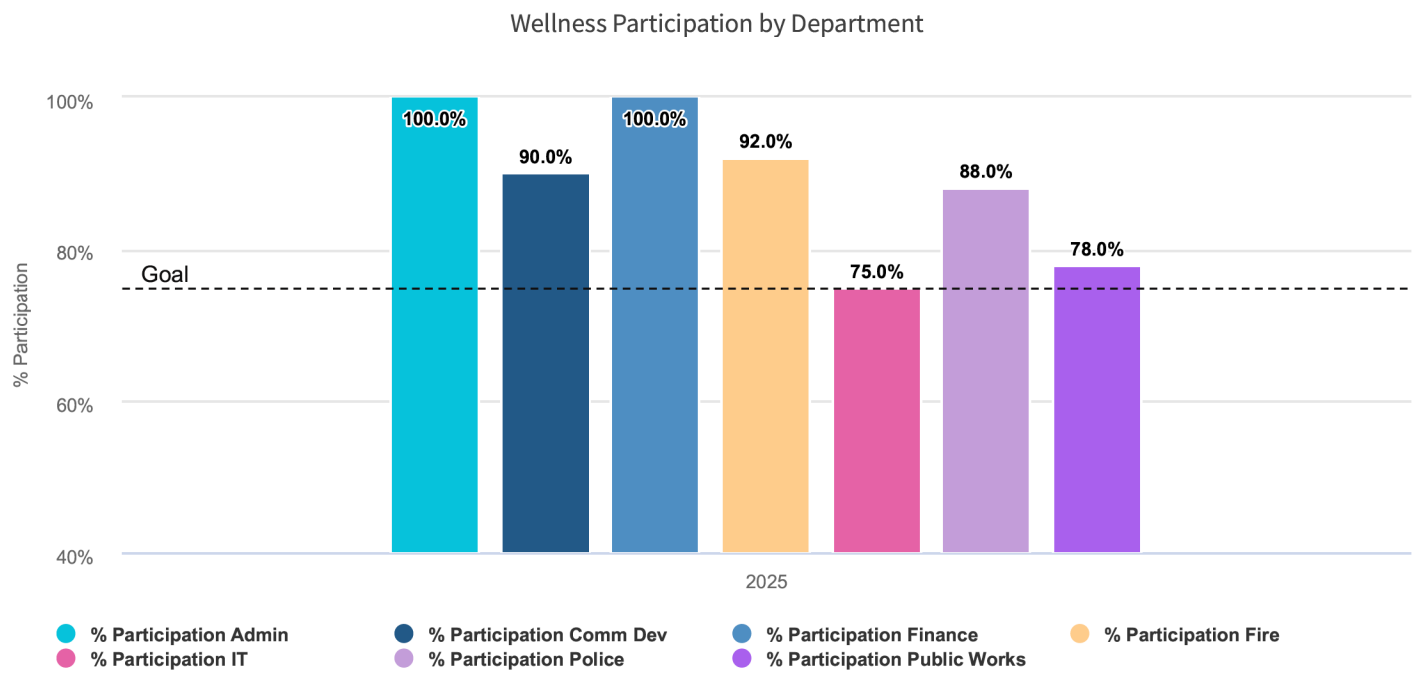
There was consistent outreach to new hires regarding the Employee Wellness Program. Achieved 89% participation city-wide in first quarter of 2025, continuing to maintain the highest participation rate in the program's history.

Overall Wellness Participation



Reporting on Wellness participation is on a trimester system, with periods ending in March, July and November.

Wellness Participation by Department



Data is from trimester 1 of 2025.

Performance Measure 5.1.3 Progress 57%

The fire department seeks to promote and enhance health, safety and wellness.

Owner: Michael Mondor

	%	#
On Track	50.0	1
Some Disruption	50.0	1

In early quarter 1, the department officially began its participation in a fatigue study with the University of Minnesota. We are currently in the data collection phase and have seen outstanding participation.

The committee has continued to work diligently on expanding our mental health resources. We anticipate seeing continued improvement in this area throughout 2025.

Purchases for North and South station's exercise facilities have been finalized. This initiative will continue enhancing employee's physical fitness levels and overall health. This initiative also supports our values of prevention and innovation by being at the forefront of employee health, a leader in the industry, and serves as an opportunity to enhance recruitment efforts by having the top facilities in the fire service.

To support prevention efforts, the department has applied for a grant to purchase a second set of boots and helmets for firefighters. This will reduce employee carcinogen exposure by allowing individuals to have a second full set of gear ready for operations while being able to properly clean contaminated gear.

The department has had their annual physical exams during Q1. The committee has also been exploring services from a different vendor that provides enhanced medicals exams involving more advanced blood biomarker screens, cancer screens, organ ultrasounds, stress tests, etc. We are working to finalize this within 2025.

Employee education in areas of both health and wellness are ongoing. A resource guide was developed to help employees better understand blood biomarker results.

Key Outcome 5.2 Progress 55%

Recruitment and retention of talented and qualified workforce.

Owner: Lois Knutson

	%	#
On Track	100.0	2

Accomplishments:
Ongoing evaluation of full-time employee turnover rate; efforts to maintain competitive wages and benefits.

Roadblocks:
No significant roadblocks identified; continued focus required to sustain workforce culture and family-oriented environment.

Next Steps:
Continue fostering a robust workforce culture and prioritize a family-valuing work setting to maintain turnover rate at 10% or less.

Performance Measure 5.2.1 Progress 55%

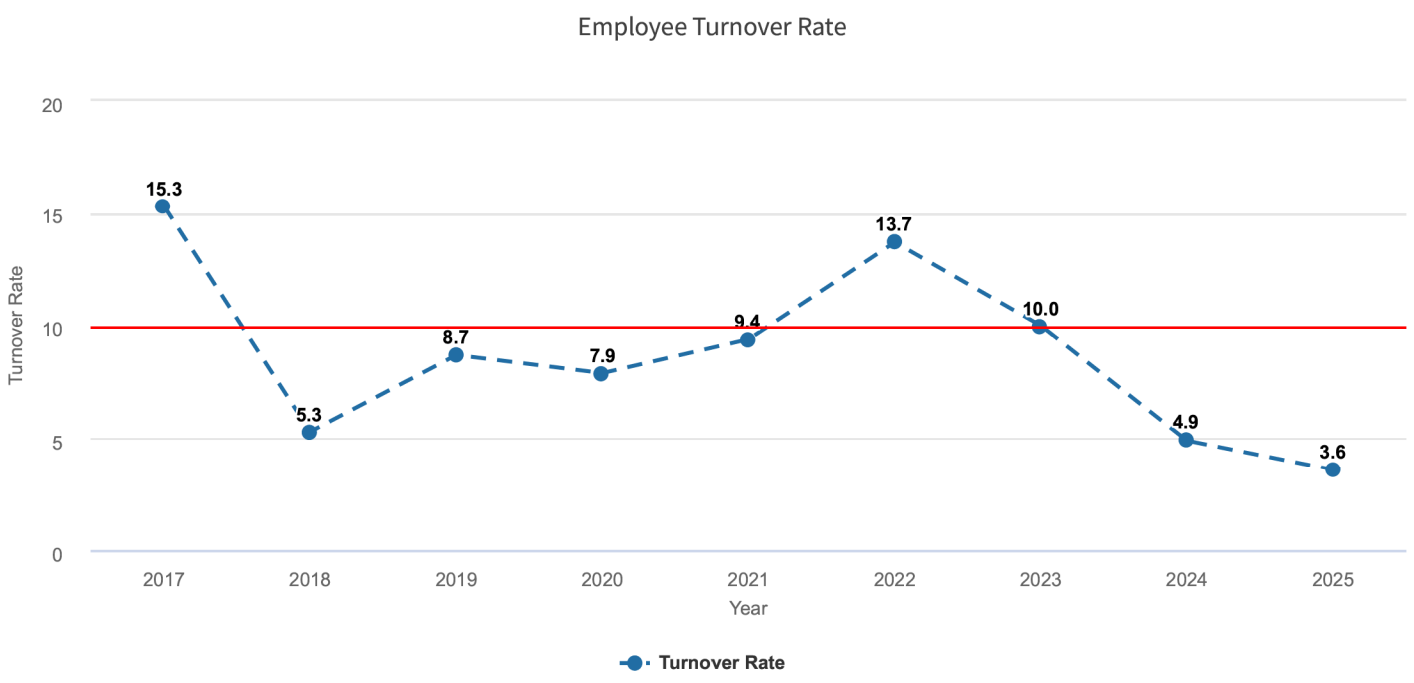
Full-time employee turnover rate will be 10% or less

Owner: Mike Darrow

	%	#
On Track	100.0	2

There is a consistent evaluation of turnover rate. The City strives to provide competitive wages and benefits. We will continue fostering a robust workforce culture while prioritizing a work setting that values family.

Employee Turnover Rate



Current data reflects year to date totals.

Key Outcome 5.3 Progress 24%

Provide timely response to resident needs and requests.

Owner: Lois Knutson

	%	#
On Track	100.0	5

Accomplishments:

- 80% of code enforcement complaints are closed within 90 days, supported by tracking software and effective case management.
- Draft updates to code enforcement policies and ordinances are in progress, with council presentation expected later this spring.
- Expanded use of Cartegraph enables comprehensive tracking of illegal dumping events; 13 events logged and addressed in Q1.
- Efforts underway to obtain data from the City's trash collector to track tons of trash removed from parks and City-owned spaces.
- Facility use permits tracked: Wakefield (30 rentals), Gym (120 courts), Shelters (0), Field Permits (0).
- 100% of 31 Data Practice requests completed within 10 days in Q1 2025.
- 89.83% of non-tree Public Works issues closed within two weeks; 118 issues reported, 6 remain open.

Roadblocks:

- Data from the City trash collector for tracking tons of trash removed from parks is still pending.

Next Steps:

- Present draft code enforcement policy updates to the council.
- Obtain and integrate trash removal data from the City trash collector.
- Address outstanding Public Works issues to meet closure targets.
- Continue monitoring and promoting facility rentals and permit issuance.

Performance Measure 5.3.1 Progress 25%

80% of code enforcement complaints in the City will be closed within 90 days of receipt

	%	#
On Track	100.0	2

Owner: Michael Martin

Staff utilizes tracking software to monitor complaints within 30, 60, and 90+ day intervals, supporting effective case management and timely closures. The Neighborhood Preservation Officer consistently meets performance standards. City staff, in partnership with a consultant, is reviewing code enforcement policies and ordinances, with draft updates expected to be presented to the council later this spring.

Performance Measure 5.3.2 Progress 23%

Track tons of trash removed from the park system and City-owned spaces. Track number of illegal dumping events responded to by City staff.

	%	#
On Track	100.0	2

Owner: Meghan Janaszak

Staff has expanded the utilization of Cartegraph and is now tracking all illegal dumping events that are responded to by Park Maintenance, Sewer, and Street crews. Some examples of illegal dumping includes; tires, mattresses, household furniture, and garbage dumped in City streets, boulevards, parks, and open spaces. In quarter one, 13 illegal dumping events have been logged in the system and responded to by Staff.

Staff is also working on getting data from our City trash collector to track the tons of trash that is removed from the park system and City-owned spaces.

Performance Measure 5.3.3 Progress 25%

Monitor the number of use permits issued for Parks' facilities.

	%	#
On Track	100.0	1

Owner: Neil Breneman

Below is a breakdown of our four main facility rental areas and the number of rentals/permits/courts reserved for this quarter.

WAKEFIELD: 30 rentals

GYM RENTAL: 120 courts rented

SHELTERS: 0 rented

FIELD PERMITS: 0 issued

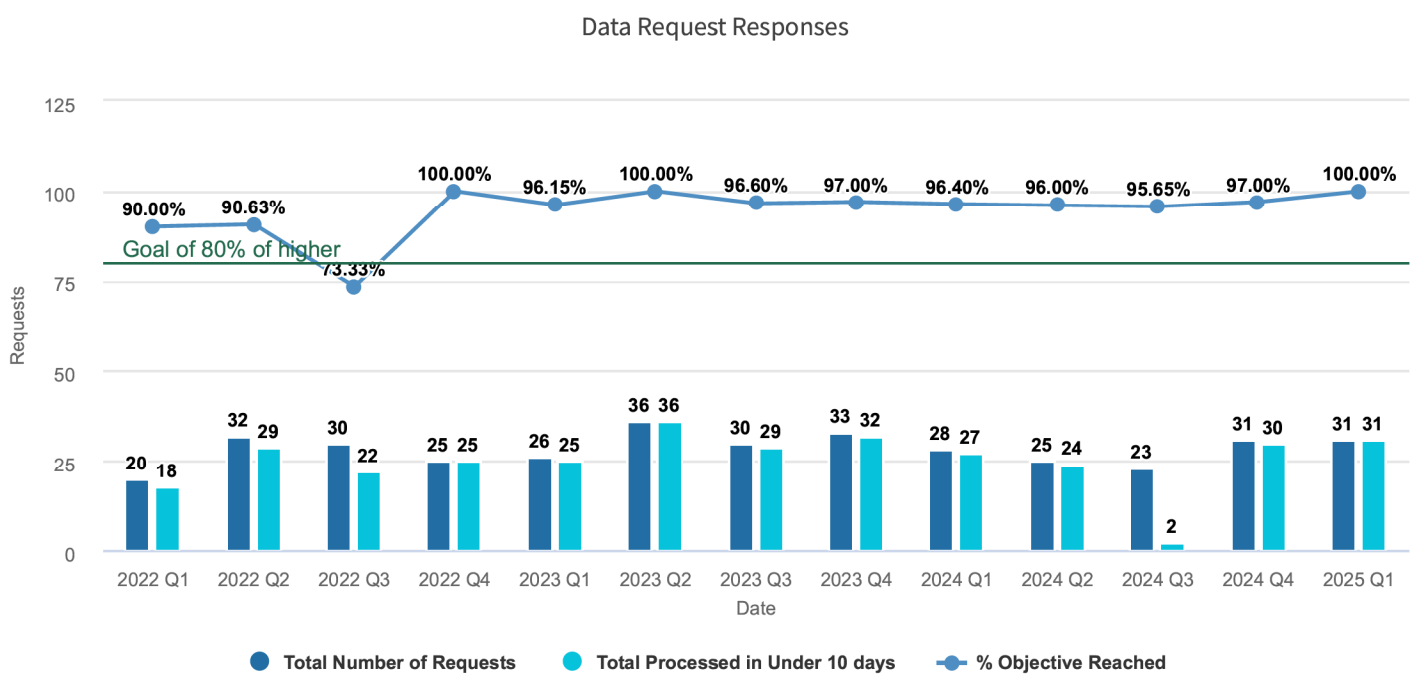
Performance Measure 5.3.4

80% of Data Practice requests will be completed within 10 days

Owner: Andrea Sindt

Consistent with the end of 2024, the city received 31 data requests in the first quarter of 2025. We were able to respond to all of the requests within 10 days resulting in 100% receiving a response with 10 days. A great start to the new year, this indicates staff's continued respect of the requesters and the diligence of all staff to produce required documents in a timely manner.

Data Requests



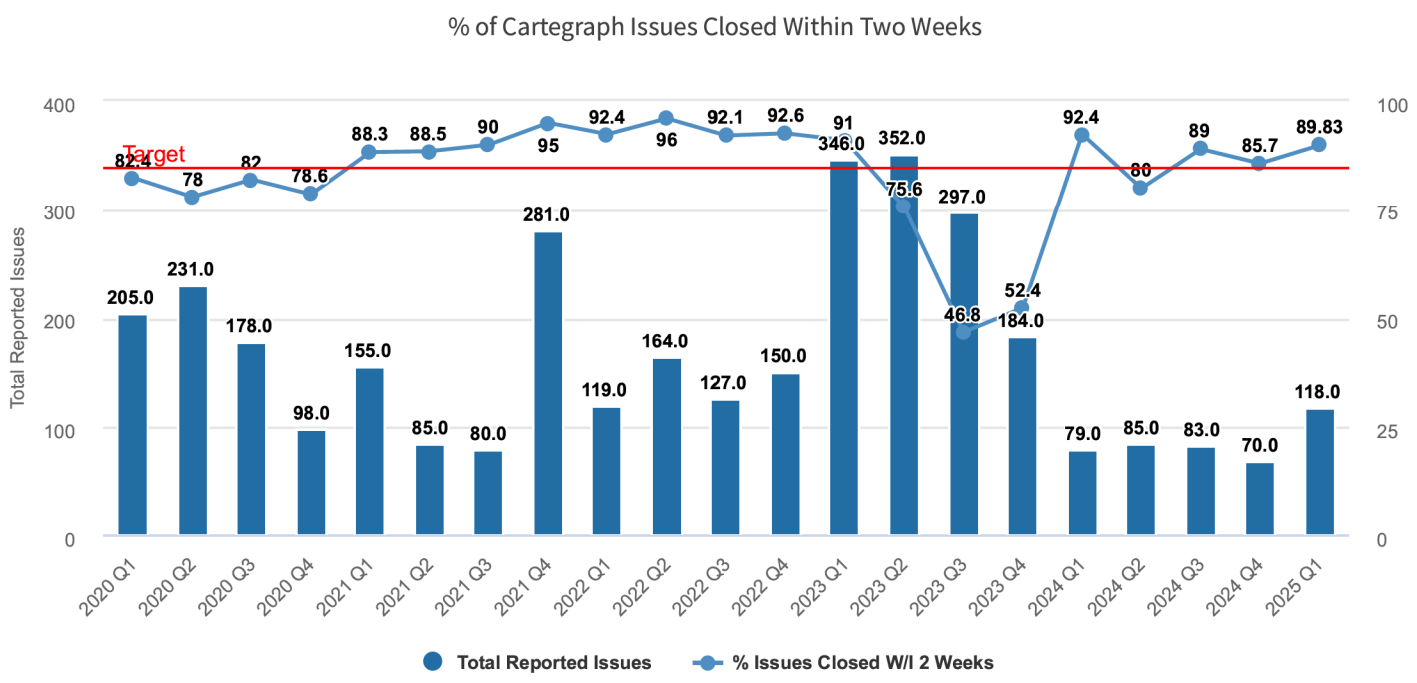
Performance Measure 5.3.5

Respond, track and resolve/close 85% of all non-tree issues reported to Public Works within 2 weeks from the reported date.

Owner: Meghan Janaszak

The goal is to have 85% of the reported issues closed within two weeks or less from the reporting date. In quarter one, 118 total issues (excluding tree related issues) were reported. Currently, we have 6 issues that remain open and have 89.83% of the reported issues closed within two weeks.

% of Cartegraph Issues Closed W/I 2 Weeks



Key Outcome 5.4 Progress 25%

Practice Continuous Improvement (Best Practices in Employee Operations).

	%	#
On Track	100.0	8

Owner: Lois Knutson

Accomplishments:

- 100% of licensed food, pool, and lodging establishments inspected annually by Environmental Health Officer; inspection system expanded to include pools and lodging.
- IT helpdesk met Service Level Agreement (SLA) goals for Q1.
- Fleet Maintenance staff contributed 50.5 hours assisting other city departments in Q1 2025.
- Formal cybersecurity training completed in Q1 2025; ongoing vulnerability patching and employee education.
- Standardized software and hardware implemented across all city departments; all staff now using unified productivity suite.

Roadblocks:

- No significant roadblocks reported.

Next Steps:

- Continue expanding electronic inspection system for pools and lodging.
- Maintain SLA performance for IT helpdesk requests.
- Monitor and report cross-departmental support hours by Fleet Maintenance staff.
- Ongoing cybersecurity vigilance and employee training.
- Ensure continued compliance and optimization of standardized software and hardware.

Performance Measure 5.4.1

100% of licensed food, pools and lodging establishments will be inspected by the Environmental Health Officer on an annual basis.

Owner: Michael Martin

Health inspection staff utilize an electronic system to conduct and track food inspections. This system enables inspectors to generate and deliver inspection reports onsite, which can be immediately emailed to food managers. Implementation of the system will expand this year to include pool and lodging inspections. All annual inspections are being completed as required.

Performance Measure 5.4.2 Progress 25%

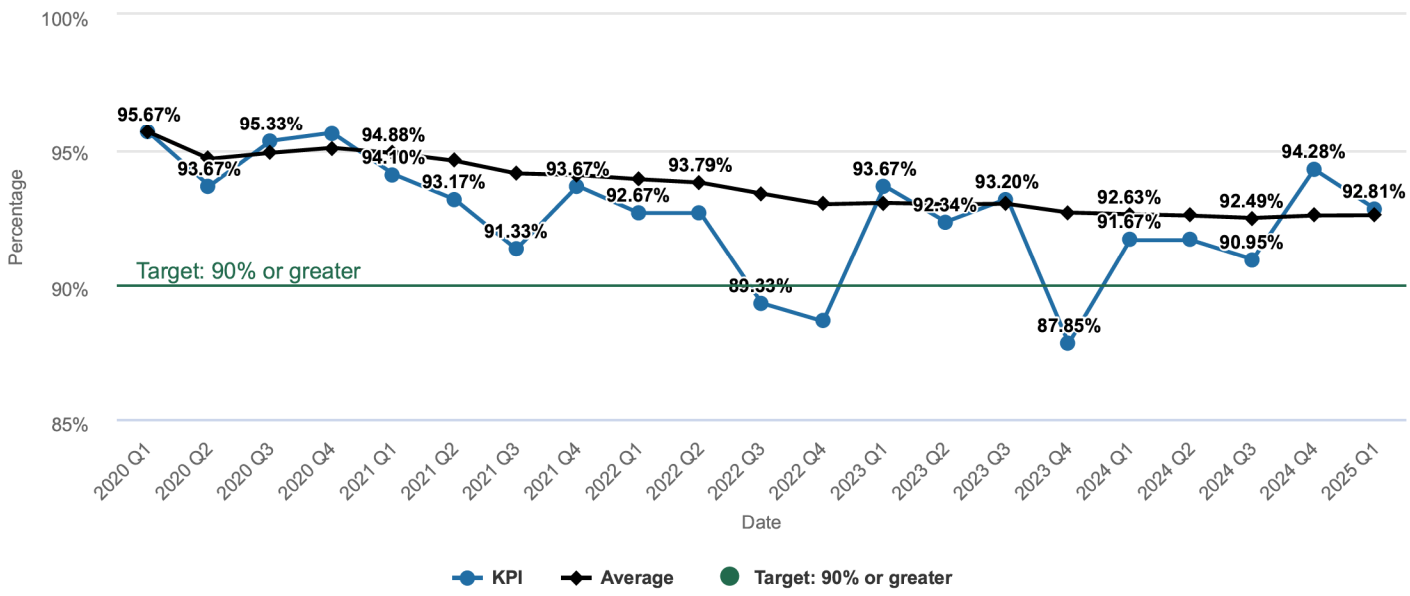
Ensure the percentage of IT helpdesk request Service Level Agreements met is 90% or above.

	%	#
On Track	100.0	2

Owner: Mychal Fowlds

We successfully met our SLA goals for the 1st quarter.

Percentage of IT helpdesk request SLA's met is 90% or above



Performance Measure 5.4.3 Progress 21%

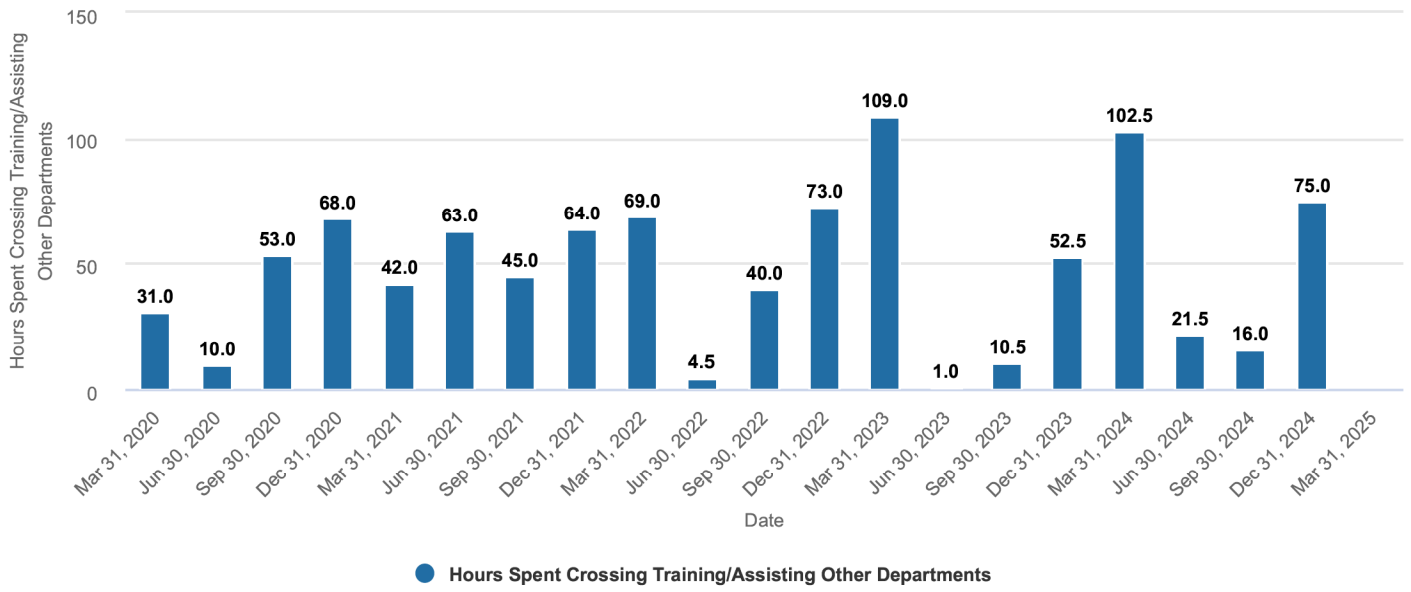
Track the number of hours that Fleet maintenance staff assists other city departments, as needed, to help complete their tasks and objectives.

	%	#
On Track	100.0	1

Owner: Steve Love

In quarter one of 2025, Fleet Maintenance staff spent 50.5 hours cross-training or assisting other departments.

Fleet Maintenance - # of Hours Spent Cross Training/Assisting Others



Performance Measure 5.4.4 Progress 25%

Implement proactive measures to safeguard the City's IT assets against emerging cybersecurity risks.

	%	#
On Track	100.0	2

Owner: Mychal Fowlds

We continue to be diligent when it comes to patching any vulnerabilities and IT continue to educate employees on what to keep an eye out for. Formal training was completed in Q1 2025.

Performance Measure 5.4.5 Progress 25%

Implement standardized software applications and hardware across all city departments for enhanced efficiency and uniformity.

	%	#
On Track	100.0	3

Owner: Mychal Fowlds

Making sure staff in all departments are all using a standard set of tools enables greater options for collaboration and cross-training in our organization. We've acquired the licenses needed to standardize all productivity suite versions and all staff are now utilizing the new software.

Key Outcome 5.5 Progress 32%

Ensure a Safe and Secure Community through prevention and risk reduction programs.

	%	#
On Track	50.0	3
Some Disruption	50.0	3

Owner: Lois Knutson

Accomplishments:

- Continued use of Electronic Roll Call Log, SARA models, and Guardian Tracking Software for information sharing and event documentation.
- Active participation in community outreach events, including meal packing, public safety events, and engagement with seniors and youth.
- Ongoing hiring and recruitment for Patrol Officers and Community Service Officers; FTO Unit recognized for training excellence.

- Auto Theft Detectives maintained low rates of auto and catalytic converter thefts.
- Leadership transitions completed within Patrol and Investigations divisions.
- Fire department met 8-minute emergency response time for 92% of incidents in Q1 2025, despite increasing call volume.
- 319 fire department activities documented, including 77 life safety inspections, 71 reinspections, 26 pre-incident plans, and multiple specialized inspections and permits.
- Proactive engagement with unsheltered individuals, including site visits and encampment identification.
- 2024 Community Information/Crime Report published: ongoing use of data analysis tools and inter-agency collaboration.

Roadblocks:

- Records Management System speed issues persist, impacting efficiency for users.
- Continued need for hiring to reach full patrol division capacity.
- No direct housing or service connections made for unsheltered individuals during this period.

Next Steps:

- Execute at least two targeted community risk outreach initiatives in spring and summer 2025.
- Continue recruitment and onboarding to achieve full staffing levels.
- Address Records Management System performance issues.
- Maintain focus on proactive engagement with unsheltered populations and facilitate service connections.
- Ongoing monitoring and analysis of crime, arrest, and use of force data to inform strategies and reporting.

Performance Measure 5.5.1 Progress 26%

Through prevention, enforcement, and problem solving efforts use analysis to mitigate targeted offenses. Targeted offenses include crimes against person, auto theft and theft from auto.

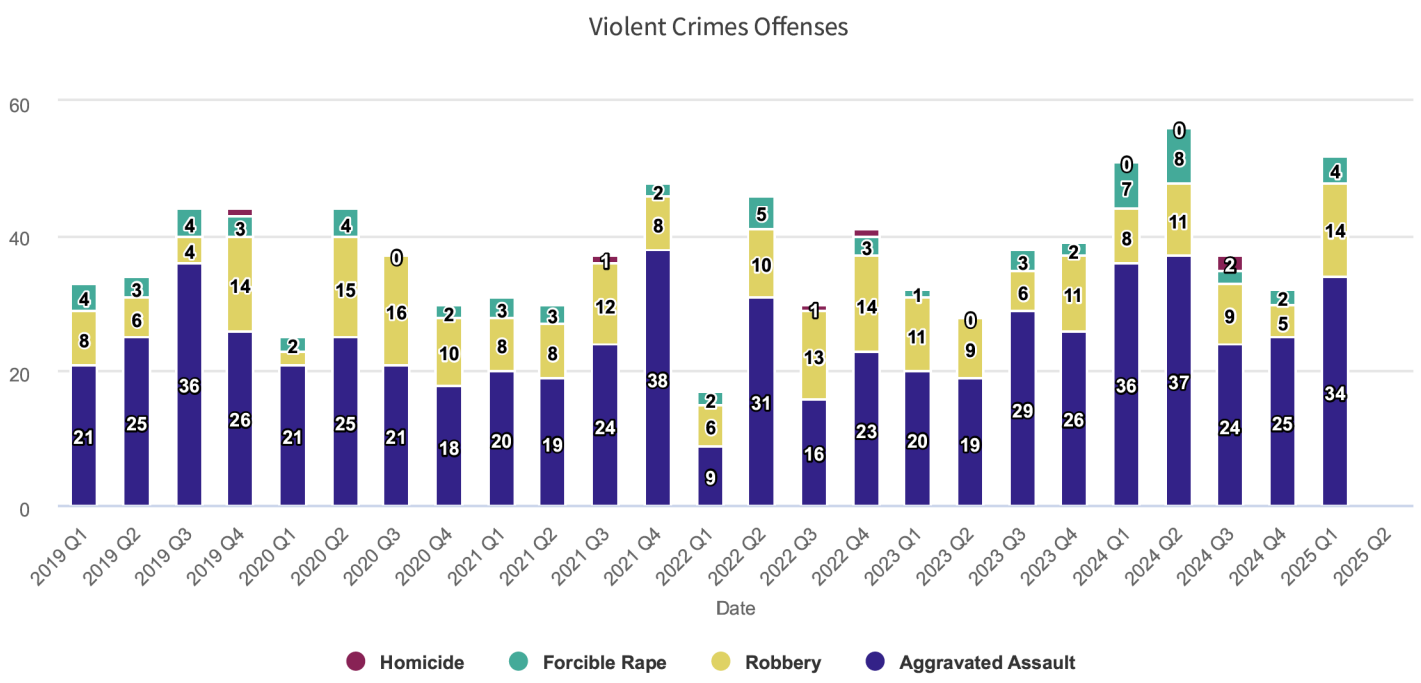
	%	#
On Track	50.0	1
Some Disruption	50.0	1

Owner: Stephanie Shea

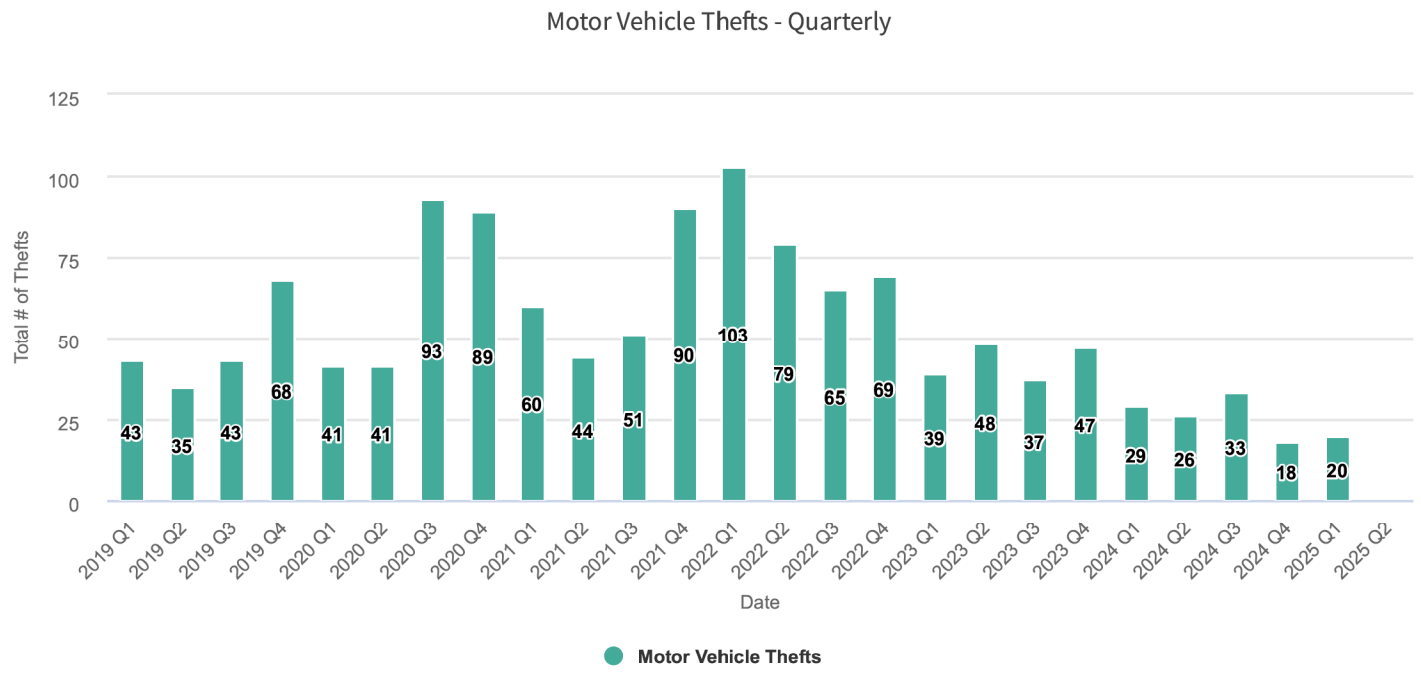
Quarter 1: January 1 - March 31, 2025

- On-going use of the Electronic Roll Call Log and SARA models to share information among personnel. Active problem-solving strategies being reviewed by Sergeants daily during Roll Calls.
- On-going use of Guardian Tracking Software system in the Police Department to track and document daily events as well as communicate Significant Events and Critical incident information with all police staff in a timely manner.
- All department members continue to participate in a wide variety of Community Outreach events: Feed my Starving Children meal packing event, Pizza with Public Safety at the Maplewood Mall, Valentine's cards to Seniors, Gaming night at the Salvation Army.
- Hiring and recruiting is ongoing with Patrol officers and Community Service Officers. FTO Unit received a unit citation award for excellence in training of new officers.
- Two Auto Theft Detectives continue to work aggressively on auto theft initiatives; auto theft and catalytic converter thefts remain low.
- Lt. Steiner moved to the Patrol division and Lt. Hoemke moved to the Investigations division as of January 1, 2025.

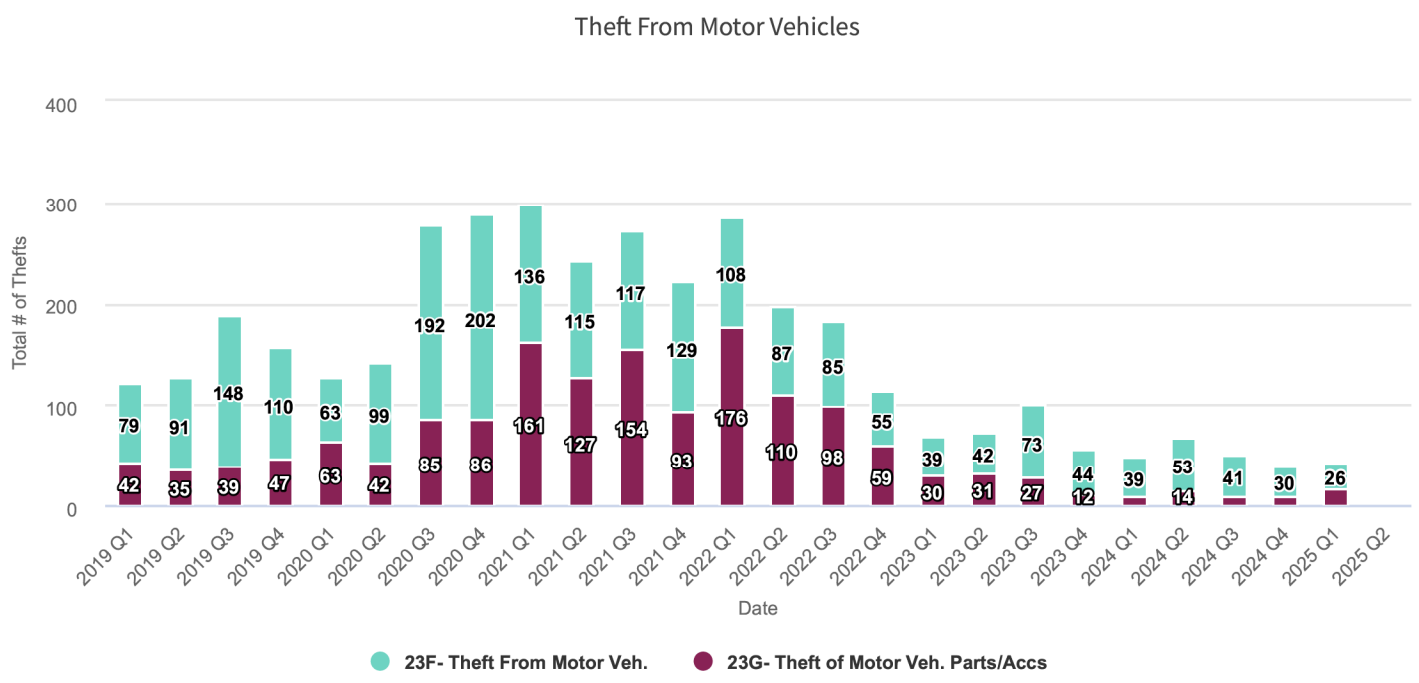
Violent Crimes Offenses - Quarterly



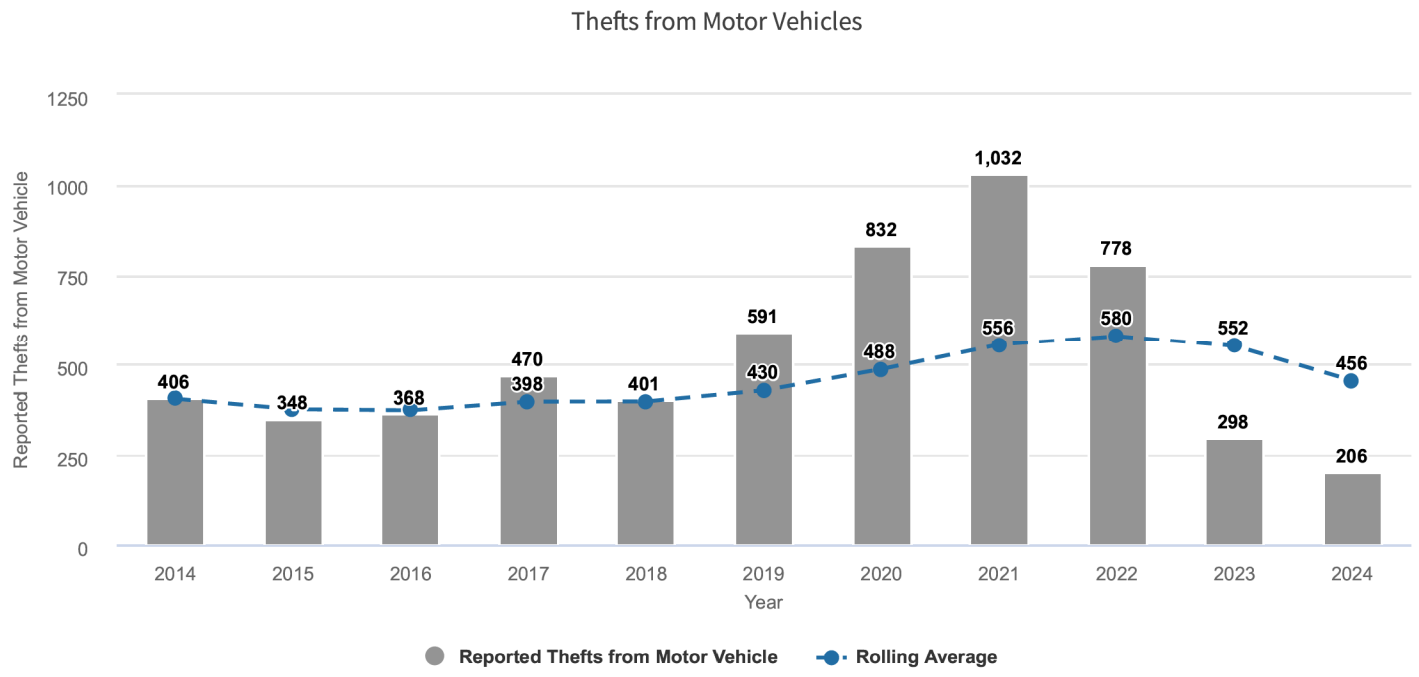
Motor Vehicle Thefts - Quarterly



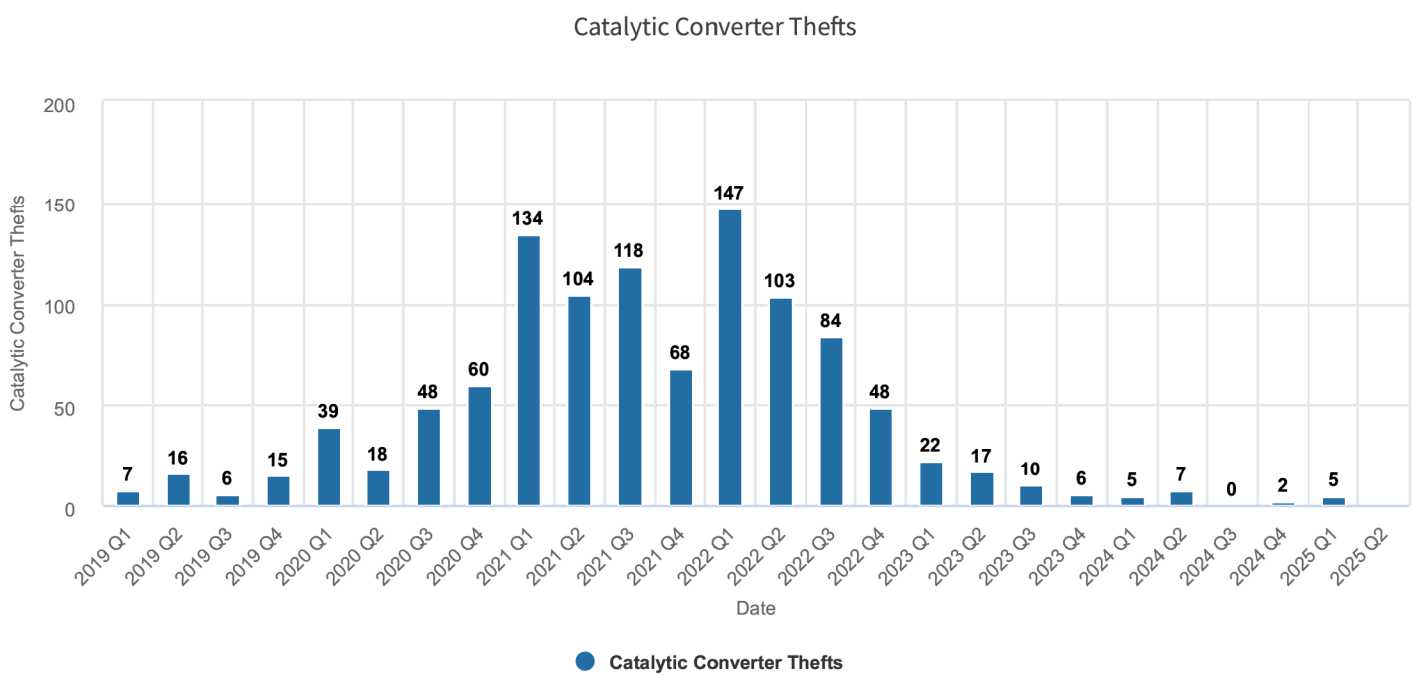
Theft From Motor Vehicles - Quarterly



Thefts from Motor Vehicles - Annual w/Rolling Avg



Catalytic Converter Thefts



Performance Measure 5.5.2 Progress 58%

Respond to all emergency (lights and siren) incidents in 8 minutes or less (travel time) for 90% of the incidents

Owner: Michael Mondor

In Quarter 1 2025 the fire department responded to emergency incidents in 8 minutes or less:

January: 95%

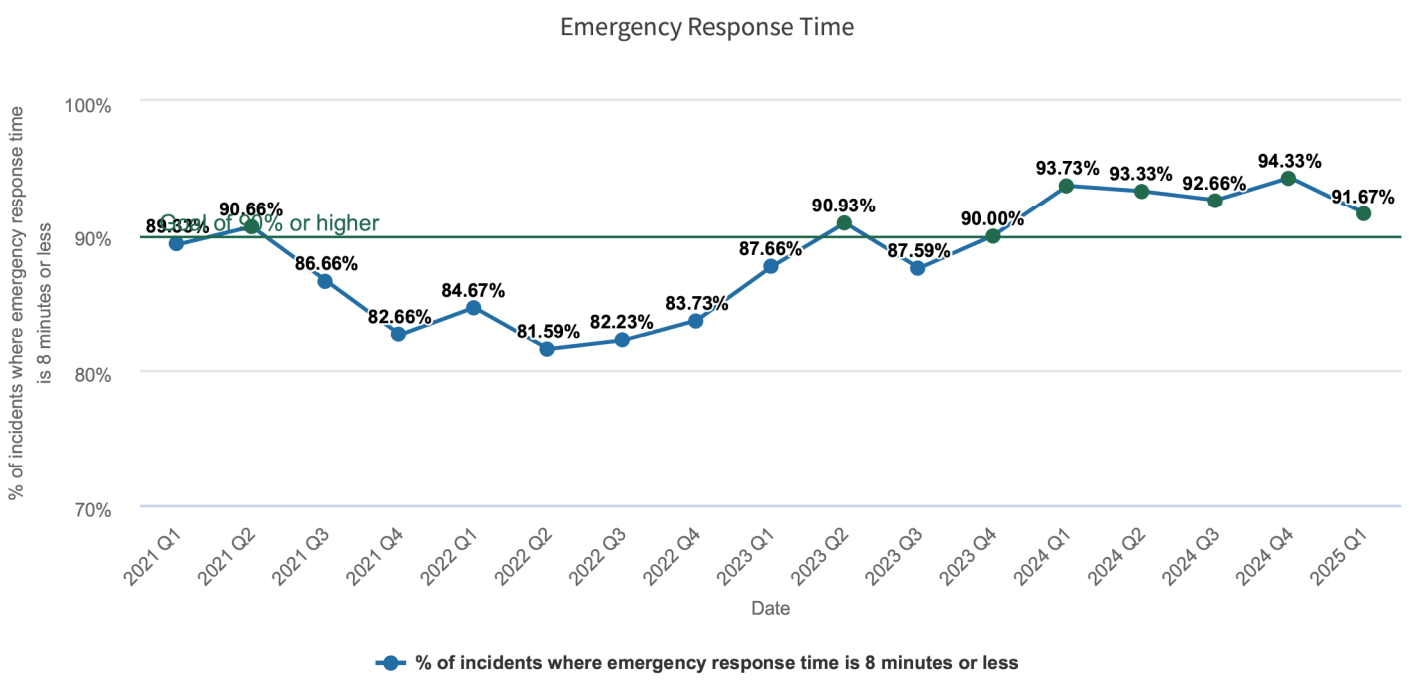
February: 91%

March: 89%

Overall for Q1 2025: 92%

Department call volume stabilized in Q1 2025 but continues to increase year over year. Despite this increase, the department continued to meet to response time requirement in Q1 2025. The city continues to follow the long-range staffing plan and is seeing positive impacts of both capital and staffing investments.

Emergency Response Time



Performance Measure 5.5.3 Progress 13%

Identify, establish and provide fire and EMS prevention programs

Owner: Michael Mondor

Utilize targeted community risk reduction to annually inspect identified buildings in the City.

During the reporting period, the fire department completed a total of 319 documented activities.

Inspection and Plan Review Efforts remained a major focus. The team conducted 77 life safety inspections. In addition, 71 reinspections were carried out to verify correction of previously identified deficiencies. Pre-incident planning also progressed, with 26 total preplans completed.

Staff processed 23 plan reviews, including sprinkler, fire alarm, and tank installation/removal plans. There were also 16 key box updates, helping to ensure rapid access for emergency responders. Building system inspections were steady, with 26 sprinkler-related inspections (including rough-ins, finals, and hydro tests), 9 fire alarm finals, 4 certificate of occupancy finals, and 1 hood suppression system test.

A variety of specialized inspections and permits were also completed. Staff processed 10 food truck inspections, 3 foster care/daycare inspections, and issued 13 burn permits. Fire investigations without callouts totaled 9, and 1 Ramsey County FIT callout was logged.

The department also continued its proactive work with unsheltered individuals. Personnel conducted 7 unsheltered site visits, identified 5 encampments, and documented 7 individuals living without shelter. While no direct housing or service connections were made this month, continued engagement will be prioritized.

Identify and execute at least 2 outreach opportunities to reduce a targeted community risk.

There was no progress in Q1 2025. This goal will be met in spring and summer of 2025.

Performance Measure 5.5.4

Analyze crime, arrest and use of force data in a non-biased manner through the annual Community Information Report.

Owner: Stephanie Shea

The 2024 Community Information/Crime report is available on the city website for public review. Hiring is ongoing as we strive to reach full capacity in the patrol division and the backgrounding and interviewing process is ongoing. Officers continue to utilize Sara Models and eRoll call logs to target hot spots. Our Crime Analyst maintains the publication of a monthly Compstat with crime data for officers to review. Our Records Management System is shared with several other agencies in Ramsey County, allowing us to access a greater amount of data while researching and investigating criminal activity. Records users from these agencies meet monthly to network and share information on how to best utilize our resources within our Records Management System, despite ongoing issues with speed for users of the RMS system. Investigators continue to partner with patrol officers in efforts to get repeat offenders charged and are working with our Crime Analyst to better coordinate tracking of repeat offender data and suspect identification. Investigators work diligently to investigate and prosecute cases; there have been a number of high profile cases in Maplewood recently and investigators have partnered with a number of outside agencies to facilitate multiple investigations. Communication and collaboration among department staff is working well.

Strategic Priority 6 Progress 27%

Targeted Redevelopment: Guide residential development by leveraging resources to expand the tax base but also create housing options that meets the diversity of the community. Promote commercial development through the green building code and innovation that supports business growth.

	%	#
On Track	88.89	8
Major Disruption	11.11	1

Owner: Lois Knutson

Accomplishments:

- Participated in Rice–Larpenteur Alliance activities, including the Winter Warm-Up event.
- Engaged in pre-development site planning, stakeholder workshops, and advisor consultations for Rice-Larpenteur Gardens.
- Delivered 119 affordable units through the Londin Lane project.
- Gladstone House project to add 40 permanent supportive units.
- Additional multi-family projects in the pipeline may contribute up to 400 more affordable units toward the 2028 target.
- Nearly 500 rental properties (approx. 4,000 units) are inspected on a scheduled cycle per city policy.
- Economic development and code enforcement resources are being utilized to improve housing quality and increase homeownership opportunities.

Roadblocks:

- Lack of consensus with agencies on the Purple Line project.
- Ongoing challenges in implementing a scattered-site housing program.

Next Steps:

- Maintain involvement in Rice–Larpenteur Alliance initiatives and site planning efforts.
- Advance multi-family affordable housing projects to meet the 2028 goal.
- Address challenges related to the scattered-site housing program.
- Continue scheduled inspections and efforts to enhance housing quality and homeownership opportunities.

Key Outcome 6.1 Progress 35%

Facilitate Investment to Revitalize Neighborhoods

	%	#
On Track	75.0	3
Major Disruption	25.0	1

Owner: Lois Knutson

Accomplishments:

- Collaboration with Beacon to advance final steps of the Gladstone redevelopment project.
- Phases one and two of JB Vang's development are under construction.
- Active participation in the Rice–Larpenteur Alliance, including planning and executing the Winter Warm-Up event.
- Engagement in pre-development site planning for Rice-Larpenteur Gardens, stakeholder workshops, and advisor consultations.

Roadblocks:

- Lack of consensus with other agencies on Purple Line project.

Next Steps:

- Complete remaining steps for the Gladstone redevelopment in partnership with Beacon.
- Continue construction and monitor progress of JB Vang's development phases.
- Maintain active involvement in Rice–Larpenteur Alliance initiatives and ongoing site planning efforts.

Performance Measure 6.1.1 Progress 27%

Attract residential and commercial development within the Gladstone neighborhood

Owner: Michael Martin

	%	#
On Track	66.67	2
Major Disruption	33.33	1

Staff is actively collaborating with Beacon to complete the final steps required for the Gladstone redevelopment project. The first and second phases by JB Vang are under construction.

The Maplewood City Council has adopted resolutions to withhold support for the Purple Line project.

Performance Measure 6.1.2 Progress 60%

Continue participation in the Rice – Larpenteur Alliance with City of Roseville and City of St. Paul.

Owner: Michael Martin

	%	#
On Track	100.0	1

Maplewood Community Development staff played a key role in planning and executing the recent Winter Warm-Up event. Additionally, staff have been actively engaged in the pre-development site planning for Rice-Larpenteur Gardens, attending development meetings, participating in stakeholder workshops organized by the Rondo Land Trust, and consulting with project advisors.

Key Outcome 6.2 Progress 25%

Improve economic condition and appearance of the North End and ensure regional and community-wide needs are met through future planning and development.

Owner: Lois Knutson

	%	#
On Track	100.0	1

Guide and direct development projects to ensure compliance and execution of the North End Vision Plan.

Staff will review all permits and requests in the North End to ensure compliance with the Vision Plan.

Performance Measure 6.2.1 Progress 25%

Guide and direct development projects to ensure compliance and execution of the North End Vision Plan.

Owner: Michael Martin

	%	#
On Track	100.0	1

Staff will review all permits and requests in the North End to ensure compliance with the Vision Plan.

Key Outcome 6.3 Progress 20%

Ensure there is ample life cycle housing to meet the needs of all residents.

	%	#
On Track	100.0	4

Owner: Lois Knutson

Accomplishments:

- Delivered 119 affordable units through the Londin Lane project.
- Approved 65-unit and 56-unit expansions by JB Vang.
- Beacon Interfaith Housing's Gladstone House project will add 40 permanent supportive units.
- Additional multi-family projects in the pipeline may contribute up to 400 more affordable units, aligning with the 2028 target.
- All nearly 500 rental housing properties, covering approximately 4,000 units, are inspected on a scheduled cycle per city policy.
- Resources from economic development and code enforcement are being utilized to improve housing quality and increase homeownership opportunities.

Roadblocks:

- Challenges persist in implementing a scattered-site housing program.

Next Steps:

- Continue advancing multi-family affordable housing projects to meet the 2028 goal.
- Address obstacles related to the scattered-site housing program.
- Maintain scheduled inspections and ongoing efforts to enhance housing quality and homeownership opportunities.

Performance Measure 6.3.1 Progress 40%

Work to incorporate the Met Council's goal of adding 510 affordable housing units by 2028

	%	#
On Track	100.0	1

Owner: Michael Martin

Since summer 2023, Maplewood has made significant progress toward its affordable housing goals. The Londin Lane project delivered 119 units, while JB Vang secured approval for a 65-unit development and a 56-unit Phase II expansion. Beacon Interfaith Housing's Gladstone House project will add 40 permanent supportive units. Additional multi-family projects in the pipeline are expected to contribute up to 400 more affordable units within the next one to three years, aligning the city with its comprehensive plan target of 510 units by 2028. However, challenges remain in implementing a scattered-site housing program.

Performance Measure 6.3.2 Progress 0%

Inspect 100% of the City's rental housing properties within the City's three-year performance cycle policy.

	%	#
On Track	100.0	1

Owner: Michael Martin

Of the nearly 500 rental housing licenses issued, which cover nearly 4,000 units of housing, all properties are inspected on an established schedule based on their performance during the previous inspection.

Performance Measure 6.3.3 Progress 20%

Improve the quality of the housing stock and increase opportunities for homeownership in Maplewood.

	%	#
On Track	100.0	2

Owner: Michael Martin

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Steven Love, Director of Public Works
Jon Jarosch, Assistant City Engineer
Tyler Strong, Civil Engineer I

PRESENTER: Steven Love

AGENDA ITEM: Resolution Approving Grant Agreement with the Metropolitan Council for Inflow and Infiltration Improvements

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

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Policy Issue:

City Council will consider approving a resolution for a grant agreement with the Metropolitan Council for inflow and infiltration improvements as a part of Maplewood's 2024 and 2025 Street Improvement Projects.

Recommended Action:

Motion to approve a resolution regarding a grant agreement with the Metropolitan Council for inflow and infiltration improvements.

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: This agreement will result in an estimated $125,725 grant reimbursement from the Metropolitan Council to the City of Maplewood for inflow and infiltration improvements made on its 2024 and 2025 street improvement projects.

Strategic Plan Relevance:

☐ Community Inclusiveness ✓ Financial & Asset Mgmt ✓ Environmental Stewardship
☐ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment

As a part of Maplewood's 2024 and 2025 Street Improvement Projects, select sanitary sewer mains were lined, and outdated sewer structure castings were replaced. These improvements reduce the volume of groundwater and surface water entering the sanitary sewer system.

Background:

On January 30, 2024, the city applied for the Metropolitan Council's 2023 Inflow and Infiltration (I&I) Grant Program for the 2024 and 2025 Maplewood Street Improvement Projects. The Metropolitan Council approved the application and sent staff a letter of intent on February 29, 2024. After

appropriate documentation is submitted by staff to the Metropolitan Council, grant funds will be disbursed to the City in May of 2026.

The 2023 Municipal Inflow and Infiltration (I&I) Grant Program consists of $12M in bonding bill funding to provide grants to municipalities for capital improvements to public infrastructure to mitigate groundwater and surface water entering the sanitary sewer system.

To reduce I&I, the City of Maplewood includes sanitary sewer main lining and the replacement of outdated sewer structure castings in its street improvement projects. Both of these improvements are eligible for reimbursement. The preliminary estimated grant reimbursement amount is $125,725. A resolution approving the grant agreement is required to receive the grant reimbursement.

Attachments:

1. Metropolitan Council 2023 Inflow and Infiltration Grant Program Application
2. Metropolitan Council 2023 Inflow and Infiltration Grant Program Letter of Intent
3. Metropolitan Council Draft Grant Agreement
4. I&I Grant Resolution

Metropolitan Council Environmental Services
2023 II Grant Program
Grant Application Form

NOTICE TO APPLICANTS: Submission of this application form confirms your citys intention to participate in the Metropolitan Council Environmental Services (MCES) 2024 State Bond Fund Municipal I/I Grant program (Grantee Program).

Applicants must review the Grantee Program Guidelines, along with the draft agreement that must be entered with the Metropolitan Council, can be found at the following link:

http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx

Submission of all information requested herein is mandatory and becomes the basis for determining your city's Preliminary Minimum Allocation (PMA) and an estimated Final Reimbursement Amount (FRA) that will accompany the Letter of Intent all qualifying applicants will receive.

Grant agreements will be sent for signature simultaneously for all participants subsequent to receipt and review of all project information that will form each participant's final PMA and FRA.

City Name: Maplewood

City Contact Info: 1902 County Road B East

Maplewood, MN 55109

Application Submitted by: Tyler Strong

Application Email Address: tyler.strong@maplewoodmn.gov

Application Submission date: January 30, 2024

Estimated Project Work Description

During the construction seasons of 2024 and 2025, the City of Maplewood is proposing to improve roughly 8.40 miles of city streets. As a part of these improvements, replacement of non-conforming I&I sanitary sewer frame and lids with conforming ones is proposed. The existing access lids have holes in top or notches near the edges which let water into the sanitary sewer system during rain events. It is proposed to replace these frames and lids with a watertight concealed pick hole style frame/lid combination and replace the deteriorating concrete adjustment rings with water-tight butyl sealed HDPE plastic rings. As of now it is estimated around 190 frame/lid combinations will be removed and replaced in the 2024 and 2025 construction seasons.

Also as a part of these projects, sanitary sewer lining (CIPP) is proposed at miscellaneous locations throughout the city. The lining will focus on problematic areas of vitrified clay pipe (VCP) sewer main where groundwater infiltration and root intrusion are an issue. As of now it is estimated around 6,800 linear feet of lining will be bid out and completed in the 2024 and 2025 construction seasons.

Estimated Costs
Lining (CIPP)
Rate on past project (2022) for 8" VCP lining @ $64.00/LF
6,800 LF * $64.00/LF = $435,200

Sanitary Sewer Frame and Lid Replacement
Rate on past project (2022) for removal and install of new frame and lid @ $1,250.00/Each
190 New Frame/Lid Combinations * $1,250.00 = $237,500

Your Estimated Eligible I/I Costs:	Project Costs		Project Costs Covered		Grant Eligible
Pipe Lining and Replacement	$435,002	x 75% Covered	$326,251	x 50 %Grant Eligible	$163,125
Pipe Joint Sealing and Chimney Seals	$0	x 75 %Covered	$0	x 100 %Grant Eligible	$0
Manholes - Lining, Replacement	$0	x 75 %Covered	$0	x 50 %Grant Eligible	$0
Manholes Sealing joints, casting, covers	$237,500	x 75 %Covered	$178,125	x 100 %Grant Eligible	$178,125
Flood Mitigation	$0	x 75 %Covered	$0	x 10 %Grant Eligible	$0
Cross Connection Elimination	$0	x 75 %Covered	$0	x 100 %Grant Eligible	$0
Repair or Replace Lateral Tee, Wye, or Tap Connections	$0	x 75 %Covered	$0	x 100 %Grant Eligible	$0
	$672,502		**$504,376**		**$341,250**

Non-Eligible I&I Work:

- Studies, investigations, or inspections
- Engineering costs
- Any improvements to privately owned infrastructure

Important Dates to Remember:

Eligible Work Dates

Start Date for Eligible Project Work	January 1, 2024
End Date for Eligible Project Work	December 31, 2025

Program Dates

Notice of approved grant program guidelines to cities, request applications	December 19, 2023
Grant Application due from cities	January 26, 2024
MCES sends Letter of Intent to program participants	February 29, 2024
Cities provide descriptions and pay claims for completed projects	March 31, 2026
MCES makes FRA determination, distributes grant agreements	May 1, 2026

Questions may be directed to the MCES I/I Grant Program Administrator:

Matt Gsellmeier, MCES I/I Grant Administrator
390 Robert Street North
St. Paul, MN 55101
17633670264
matthew.gsellmeier@metc.state.mn.us

DATE: February 5, 2024

TO: Steven Love, Public Works Director
Maplewood
1902 County Road B East
Maplewood, MN 55109

FROM: Matt Gsellmeier, MCES I/I Grant Administrator

SUBJECT: 2023 II Grant Program Letter of Intent

Thank you for applying to the 2024 State Bond Funded Municipal Inflow and Infiltration (I/I) Grant Program. This non-binding letter of intent confirms receipt of your citys application and approval to participate per the Metropolitan Councils approved program design and guidelines.

The program design and guideline details, along with the draft agreement that must be entered with the Metropolitan Council, can be found at the following link under Inflow/Infiltration Grant Programs:

https://metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx

Preliminary Non-binding Grant Estimates

Estimated Grant Amount	Based on
Preliminary Minimum Allocation (PMA) $50,000	Preliminary project description and projected cost estimates in city's application
Final Reimbursement Amount (FRA) $125,725	City's application, the amount available for funding, and prior year's reimbursement percentages

Please be advised that these are preliminary non-binding estimates and that each participant's final FRA depends upon the actual and eligible project work submitted per approved guidelines. PMA and FRA will be calculated simultaneously for all participants upon receipt of documentation verifying a project costs. Should a city not complete a project with I/I eligible work, or complete with insufficient eligible work, PMA and FRA will be adjusted accordingly. Contingent upon availability of funding, cities may be eligible for additional funding should they complete a project(s) with more I/I eligible work than described in their application.

Important Dates

February 29, 2024	MCES sends Letter of Intent to program participants
March 31, 2026	Cities provide descriptions and pay claims for completed projects
May 1, 2026	MCES makes FRA determination, distributes grant agreements

MCES will process reimbursement upon receipt of signed agreement and commits to sending semi-annual grant notices to all participants throughout the program. These notices will serve as both reminders of participation and solicitations for changes in participant contact, projects, or other relevant information.

390 Robert Street North | Saint Paul, MN 55101-1805
P. 651.602.1000 | TTY. 651.291.0904 | metrocouncil.org
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METROPOLITAN COUNCIL

Documentation submitted to MCES at project completion to verify eligibility and calculate both PMA and FRA must include the following:

- Completion and submission of MCES provided cost verification form
- A city resolution authorizing participation in the grant program
- Certification (notarized) confirming ownership or easements for locations where work was completed
- Description of work, along with description or map of locations
- Invoices substantiating cost of work completed.

This letter is a commitment to enter into a legally binding grant agreement upon verification that grant program guidelines and requirements have been met. It is not a legally binding document that confirms funding.

MCES appreciates and is committed to your participation in this program designed to assist our stakeholders in the mitigation of excess inflow and infiltration into the metropolitan disposal system.

MCES appreciates and is committed to your participation in this program designed to assist our stakeholders in the mitigation of excess inflow and infiltration into the metropolitan disposal system.

Please direct your questions or concerns to:

Matt Gsellmeier, MCES I/I Grant Administrator
390 Robert Street North
St. Paul, MN 55101
17633670264
matthew.gsellmeier@metc.state.mn.us

Ned Smith, MCES, Director of Pretreatment and Finance

Leisa Thompson, MCES General Manager

Metropolitan Council
Municipal Publicly Owned Infrastructure
Inflow/Infiltration Grant Program

Grant Agreement - End Grant
for the
«1»
Project

Funded by the
State of Minnesota
General Obligation Bond Proceeds

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General Obligation Bond Proceeds

Grant Agreement – End Grant for the «1» Project under the «2» Program

THIS AGREEMENT shall be effective as of ___«3»___, «3», and is between _____ __«4»_____, a _____«5»_____ (the "Public Entity"), and the _____«6»_____ (the "State Entity").

RECITALS

A. The State Entity has created and is operating a _____«2»_____ (the "State Program") under the authority granted by Minn. Stat. § _____«7»_____ and all rules related to such legislation (the "State Program Enabling Legislation").

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of $_____«8»_____ (the "Program Grant"), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the "Grant Application") attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in _____«9»_____, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

G. The Public Entity's receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures

situated thereon (the "Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the "Commissioner's Order"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I
DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the _____«1»_____ Project under the _____«2»_____ Program, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner of MMB" - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

"Counterparty" - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Declaration" - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

"Event of Default" - means one or more of those events delineated in Section 2.07.

"Facility", if applicable, - means _____«10»_____, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

"Fair Market Value" – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

"G.O. Bonds" - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

"G.O. Compliance Legislation" - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

"Grant Application" – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any*

reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Initial Acquisition and Betterment Costs" – means the cost to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

"Leased/Easement Premises" - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Lessor/Grantor" – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Outstanding Balance of the Program Grant" – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

"Ownership Value", if any – means the value, if any, of the Public Entity's ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity's execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is $ _____ or ____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank "Not Applicable" is not checked, a rebuttable presumption that the Ownership Value is $0.00 shall be created. (*The blank "Not Applicable" should only be selected and checked when a portion of the funds delineated in* ***Attachment III*** *attached hereto are to be used to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in* ***Attachment III*** *and not in this definition for Ownership Value).*

"Program Grant" - means a grant of monies from the State Entity to the Public Entity in the amount identified as the "Program Grant" in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

"Project" – means the Public Entity's acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. (*If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in* ***Attachment III*** *hereto and instead shall be included in the definition for Ownership Value under this Section.)*

"Public Entity" - means the entity identified as the "Public Entity" in the lead-in paragraph of this Agreement.

"Real Property" - means the real property located in the County of _____«11»_____, State of Minnesota, legally described in **Attachment II** to this Agreement.

"Real Property/Facility Lease" - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"State Entity" - means the entity identified as the "State Entity" in the lead-in paragraph of this Agreement.

"State Program" – means the program delineated in the State Program Enabling Legislation.

"State Program Enabling Legislation" – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

"Subsequent Betterment Costs" – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

"Use Contract" - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies*

if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Useful Life of the Real Property and, if applicable, Facility" – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II
GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

☐ Fee simple ownership of the Real Property.

☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

☐ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

☐ Fee simple ownership of the Facility.

☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

☐ Not applicable because there is no Facility.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

☐ Acquisition of fee simple title to the Real Property.

☐ Acquisition of a leasehold interest in the Real Property.

☐ Acquisition of an easement for the Real Property.

☐ Improvement of the Real Property.

☐ Acquisition of fee simple title to the Facility.

☐ Acquisition of a leasehold interest in the Facility.

☐ Construction of the Facility.

☐ Renovation of the Facility.

☐ _____«12»_____.
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along

with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions,

requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is ____ years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 **Ownership by Leasehold or Easement**. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 **Notification of Event of Default.** The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 **Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 **Modification and/or Early Termination of Grant.** If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III
USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional

revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with

the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds $200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 **Initial Term and Renewal.** The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 **Reimbursement of Counterparty.** A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 **Receipt of Monies Under a Use Contract.** The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV
SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V
COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property**. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the

meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI
DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 **Disbursement of Grant.** Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

Section 6.02 **Conditions Precedent to Disbursement of Grant.** The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits,

bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Article VII
MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages

which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 **Condemnation.** If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property

and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may to necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may to necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 **Records Keeping and Reporting.** The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the

operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 **Inspections by State Entity.** Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than $1,500,000.00, or any other capital project with a construction cost of less than $750,000.00.

Section 7.11 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 **Liability.** The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 **Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or

because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

«13»
«13»
«13», MN «13»
Attention: «13»

To the State Entity at:

«14»
«14»
«14», MN «14»
Attention: «14»

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third

party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word “NONE”.)

«15»

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

(i) State funds including the Program Grant, identifying the source and amount of such funds.
(ii) Matching funds, identifying the source and amount of such funds.
(iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
(iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
(v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 **Public Entity Tasks**. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 **Jobs Reporting Requirements**. Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

American-Made Steel. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

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[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the ___ _____«1»_____ Project under the _____«2»_____ Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

_____«4»_____,
a _____«5»_____

By: _____
«17»
Its: _____«18»_____

Dated: _____, _____

And: _____
«19»
Its: _____«20»_____

Dated: _____, _____

STATE ENTITY:

_____«5»_____,

By: _____
«21»
Its: _____«22»_____

Dated: _____, _____

Attachment I to Grant Agreement

State of Minnesota
General Obligation Bond Financed
DECLARATION

The undersigned has the following interest in the real property located in the County of _____, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the "Restricted Property"):

(Check the appropriate box.)

☐ a fee simple title,

☐ a lease, or

☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain _____[*Insert title of the general obligation grant agreement*]____ between _____ and _____, dated _____, ____.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of ____[*Insert the name of the State Entity that provided the grant*]____ and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

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Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds

Identify Source of Funds	Amount
State G.O. Funds	
Program Grant	$_____
Other State Funds	
_____	$_____
_____	$_____
_____	$_____
Subtotal	$_____
Matching Funds	
_____	$_____
_____	$_____
Subtotal	$_____
Other Public Entity Funds	
_____	$_____
_____	$_____
Subtotal	
Loans	
_____	$_____
_____	$_____
Subtotal	$_____
Other Funds	
_____	$_____
_____	$_____
Subtotal	$_____
Prepaid Project Expenses	
_____	$_____
_____	$_____
Subtotal	$_____
TOTAL FUNDS	$_____

Use of Funds

Identify Items	Amount
Ownership Acquisition	
and Other Items Paid for	
with Program Grant Funds	
Purchase of Ownership	$_____
Interest	
Other Items of a Capital	
Nature	
_____	$_____
_____	$_____
_____	$_____
Subtotal	$_____
Items Paid for with	
Non-Program Grant Funds	
_____	$_____
_____	$_____
_____	$_____
Subtotal	$_____
	-
TOTAL PROJECT COSTS	$_____

Attachment IV to Grant Agreement
GRANT APPLICATION

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Attachment V to Grant Agreement
JOBS REPORTING

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

(1) The name of the Project.
(2) The State Entity's contract number, if applicable.
(3) Reporting period. The appropriate biennium is to be selected.
(4) The Agency Number. This will complete the next column with Agency Name.
(5) Legal Citation for the Authorization.
(6) Department ID responsible for the Project.
(7) The Appropriation for the Project.
(8) The Appropriation Amount.
(9) Project Start Date.
(10) Project Completion Date.
(11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
(12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
(13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
(14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.

(i) less than $10.00,
(ii) $10.01 to $15.00,
(iii) $15.01 to $20.00,
(iv) $20.01 to $25.00,
(v) $25.01 to $30.00,
(vi) $30.01 to $35.00,
(vii) $35.01 to $40.00, or
(viii) more than $40.00.

(15) Jobs.

a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A "job created" is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A "job retained" means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.

b. Jobs should be expressed in "full-time equivalents" (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual's employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.

c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.

RESOLUTION
APPROVAL OF GRANT AGREEMENT WITH THE METROPOLITAN COUNCIL FOR INFLOW AND INFILTRATION IMPROVEMENTS

WHEREAS, the City Council of Maplewood, Minnesota, has heretofore approved the grant agreement between the City of Maplewood and the Metropolitan Council for inflow and infiltration improvements as a part of the 2023 Grant Program.

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

1. The City Engineer is hereby authorized to enter into the grant agreement.

Approved this 27th day of May 2025.

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Joe Rueb, Finance Director

PRESENTER: Joe Rueb, Finance Director

AGENDA ITEM: Resolution Providing for the Issuance and Sale of General Obligation Improvement Bonds, Series 2025A, $2,680,000

Action Requested: ✓ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ✓ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

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Policy Issue:

The issuance and sale of General Obligation Improvement Bonds in the approximate amount of $2,680,000 will finance City street improvement projects in 2025, including Beth Ct., Crestview Dr., Dahl Cir., Dorland Rd., Ferndale St., Haller Ct., Haller Ln., Hillwood Dr., Maida Ct., Mamie Ave., Marnie St., Matterhorn Dr., Nemitz Ave., Oakridge Ct., Parkview Ct., Parkview Ln., Southcrest Ave., Timber Ct., Prosperity Road, and Hazelwood Street.

Recommended Action:

Motion to adopt the Resolution Providing for the Issuance and Sale of General Obligation Improvement Bonds, Series 2025A, to be issued in the Proposed Aggregate Principal Amount of $2,680,000.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ✓ Yes, the true or estimated cost is $2,680,000

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

Strategic Plan Relevance:

☐ Community Inclusiveness ✓ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ✓ Operational Effectiveness ☐ Targeted Redevelopment

The issuance of bonds will provide for necessary street improvements without undue debt burden.

Background:

The street improvement projects are included in the City's Capital Improvement Plan and were previously approved as individual projects for construction in 2025. Principal and interest payments will be financed over 15 years through a tax levy. Detailed financing plans are included in the attached report from Ehler's.

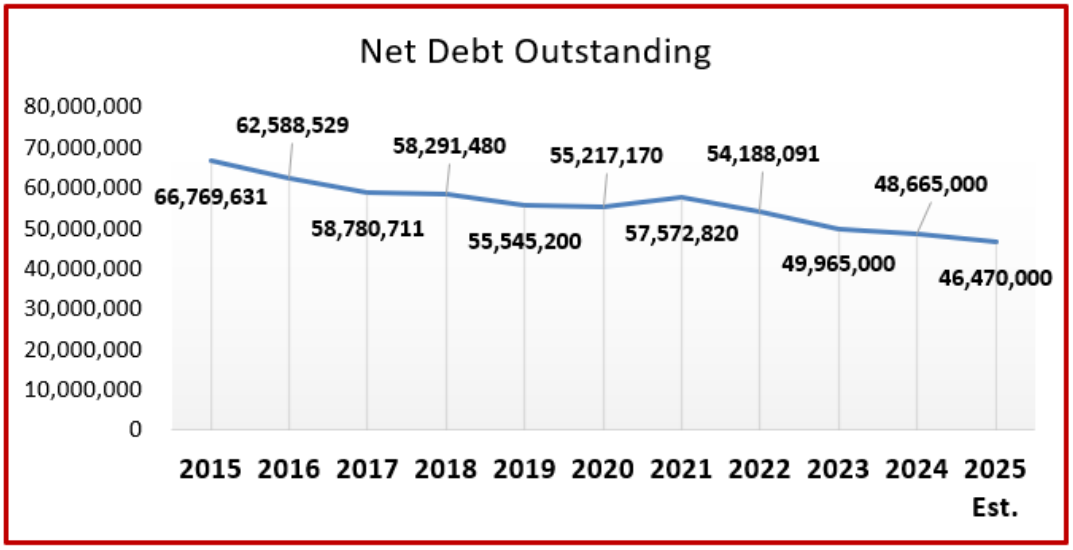
A rating conference with S&P will be scheduled prior to the sale of the bonds. The City Council will consider the award of bids for the bond sale on Monday, June 23, 2025.

The estimated 2025A issuance is within $147,240 of the amount estimated in the CIP process. The latest projected ten-year outstanding debt schedule, including financing for debt-related CIP projects, is as follows:

MAPLEWOOD PROJECTED DEBT TRANSACTIONS
CURRENT YEAR AND NEXT TEN YEARS

Year	New Debt Issued	Debt Paid	Debt Outstanding	Less Escrow Funds	Net Debt Outstanding
2024	Balance Forward		48,665,000	0	48,665,000
2025	2,680,000	(4,875,000)	46,470,000	0	46,470,000
2026	5,738,400	(5,220,000)	46,988,400	0	46,988,400
2027	2,952,400	(5,125,000)	44,815,800	0	44,815,800
2028	1,777,300	(5,065,000)	41,528,100	0	41,528,100
2029	2,193,880	(4,990,000)	38,731,980	0	38,731,980
2030	4,000,000	(5,270,000)	37,461,980	0	37,461,980
2031	4,000,000	(5,305,000)	36,156,980	0	36,156,980
2032	4,000,000	(5,340,000)	34,816,980	0	34,816,980
2033	4,000,000	(4,985,000)	33,831,980	0	33,831,980
2034	4,000,000	(5,145,000)	32,686,980	0	32,686,980
2035	4,000,000	(5,040,000)	31,646,980	0	31,646,980

A ten-year history of net debt outstanding with the proposed 2025A issuance, is shown below:



Attachments:

1. Resolution Providing for the Issuance and Sale of General Obligation Improvement Bonds, Series 2025A, to be Issued in the Proposed Aggregate Principal Amount of $2,680,000
2. Ehler's pre-sale report for the General Obligation Bonds, Series 2025A

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF GENERAL OBLIGATION IMPROVEMENTS BONDS, SERIES 2025A

BE IT RESOLVED by the City Council (the "Council") of the City of Maplewood, Minnesota (the "City"), as follows:

Section 1. Authorization; Purpose. It is hereby determined to be in the best interests of the City to issue its General Obligation Improvement Bonds, Series 2025A, pursuant to Minnesota Statutes, Chapters 429 and 475 (the "Bonds"), for the purpose of financing various street improvement projects, in the City (the "Projects") and paying costs of issuance of the Bonds.

Section 2. Municipal Advisor. The City has retained Ehlers & Associates, Inc. in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor. Ehlers is hereby authorized, pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), to solicit bids for the Bonds on behalf of the City on a competitive basis without requirement of published notice.

Section 3. Adjustment of Principal Amount of Bonds. The principal amount of the Bond issue shall be adjusted in accordance with staff recommendations upon receipt of bids for the financed Projects, provided that the principal amount shall be approximately $2,680,000.

Section 4. Award and Sale. The City Council shall meet on June 23, 2025, at 7:00 p.m., or such other time deemed acceptable to the Council, for the purpose of considering sealed bids for the purchase of the Bonds and of taking such action thereon as may be in the best interest of the City.

Section 5. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF MAPLEWOOD)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Maplewood, Minnesota (the "City"), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on Tuesday, May 27, 2025, with the original minutes on file in my office and the extract is a full, true, and correct copy of the minutes, insofar as they relate to the issuance and sale of the City's General Obligation Improvement Bonds, Series 2025A, in the proposed aggregate principal amount of $2,680,000.

WITNESS My hand as City Clerk and the corporate seal of the City this ____ day of May, 2025.

_____
City Clerk
City of Maplewood, Minnesota
(SEAL)

May 27, 2025

PRE-SALE REPORT FOR

City of Maplewood, Minnesota

$2,680,000 General Obligation Improvement Bonds, Series 2025A

Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Bruce Kimmel, Senior Municipal Advisor
Jason Aarsvold, Senior Municipal Advisor
Dan Tienter, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$2,680,000 General Obligation Improvement Bonds, Series 2025A

Purposes:

The proposed issue will fund a portion of the City's 2025 street improvement program. Debt service will be paid from future property taxes, and the City will use special assessment revenues to repay an internal loan to the same street projects.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429 and 475.

Because the City is assessing at least 20% of the project costs, the Bonds can be a general obligation without a referendum and will not count against the City's debt limit. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 15 years, 6 months. Principal on the Bonds will be due on February 1, 2027 through 2041. Interest will be due every six months beginning August 1, 2026.

The Bonds will be subject to prepayment at the sole discretion of the City on February 1, 2035 or any date thereafter.

Bank Qualification:

Because the City will issue no more than $10,000,000 in tax-exempt debt during the calendar year, the City will designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

The City's most recent general obligation bond issues were rated "AA+" by S&P Global Ratings. The City will request a new rating for the Bonds.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of bonds and long-term financial capacity, as well as the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of bonds as a suitable option.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds.

For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are currently no refunding opportunities. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest the Bond proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

Bond Counsel: Dorsey & Whitney LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: S&P Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the financing assumptions described in this report
- Adopt the resolution attached to this report.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	May 27, 2025
Due Diligence Call to Review Official Statement:	June 9, 2025
Conference with Rating Agency:	June 9, 2025
Distribute Official Statement:	June 9, 2025
City Council Meeting to Award Sale of the Bonds:	June 23, 2025
Estimated Closing Date:	July 16, 2025

Attachments

Estimated Sources and Uses of Funds

Estimated Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Bond Sale (Separate)

EHLERS' CONTACTS

Bruce Kimmel, Senior Municipal Advisor	(651) 697-8572
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Dan Tienter, Municipal Advisor	(651) 697-8537
Silvia Johnson, Lead Public Finance Analyst	(651) 697-8580
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Maplewood, Minnesota

$2,680,000 General Obligation Improvement Bonds, Series 2025A

Assumes Current Market BQ AA+ Rates plus 50bps

Sources & Uses

Dated 07/16/2025 | Delivered 07/16/2025

Sources Of Funds

Par Amount of Bonds	$2,680,000.00
Total Sources	**$2,680,000.00**

Uses Of Funds

Total Underwriter's Discount (1.200%)	32,160.00
Costs of Issuance	60,000.00
Deposit to Project Construction Fund	2,586,141.00
Rounding Amount	1,699.00
Total Uses	**$2,680,000.00**

City of Maplewood, Minnesota

$2,680,000 General Obligation Improvement Bonds, Series 2025A

Assumes Current Market BQ AA+ Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/16/2025	-	-	-	-	-
08/01/2026	-	-	113,382.81	113,382.81	-
02/01/2027	80,000.00	3.600%	54,423.75	134,423.75	247,806.56
08/01/2027	-	-	52,983.75	52,983.75	-
02/01/2028	145,000.00	3.550%	52,983.75	197,983.75	250,967.50
08/01/2028	-	-	50,410.00	50,410.00	-
02/01/2029	150,000.00	3.600%	50,410.00	200,410.00	250,820.00
08/01/2029	-	-	47,710.00	47,710.00	-
02/01/2030	155,000.00	3.650%	47,710.00	202,710.00	250,420.00
08/01/2030	-	-	44,881.25	44,881.25	-
02/01/2031	160,000.00	3.700%	44,881.25	204,881.25	249,762.50
08/01/2031	-	-	41,921.25	41,921.25	-
02/01/2032	165,000.00	3.750%	41,921.25	206,921.25	248,842.50
08/01/2032	-	-	38,827.50	38,827.50	-
02/01/2033	170,000.00	3.800%	38,827.50	208,827.50	247,655.00
08/01/2033	-	-	35,597.50	35,597.50	-
02/01/2034	180,000.00	3.900%	35,597.50	215,597.50	251,195.00
08/01/2034	-	-	32,087.50	32,087.50	-
02/01/2035	185,000.00	4.000%	32,087.50	217,087.50	249,175.00
08/01/2035	-	-	28,387.50	28,387.50	-
02/01/2036	190,000.00	4.200%	28,387.50	218,387.50	246,775.00
08/01/2036	-	-	24,397.50	24,397.50	-
02/01/2037	200,000.00	4.300%	24,397.50	224,397.50	248,795.00
08/01/2037	-	-	20,097.50	20,097.50	-
02/01/2038	210,000.00	4.350%	20,097.50	230,097.50	250,195.00
08/01/2038	-	-	15,530.00	15,530.00	-
02/01/2039	220,000.00	4.450%	15,530.00	235,530.00	251,060.00
08/01/2039	-	-	10,635.00	10,635.00	-
02/01/2040	230,000.00	4.500%	10,635.00	240,635.00	251,270.00
08/01/2040	-	-	5,460.00	5,460.00	-
02/01/2041	240,000.00	4.550%	5,460.00	245,460.00	250,920.00
Total	**$2,680,000.00**	**-**	**$1,065,659.06**	**$3,745,659.06**	**-**

Yield Statistics

Bond Year Dollars	$25,276.67
Average Life	9.432 Years
Average Coupon	4.2159794%
Net Interest Cost (NIC)	4.3432114%
True Interest Cost (TIC)	4.3490452%
Bond Yield for Arbitrage Purposes	4.1882748%
All Inclusive Cost (AIC)	4.6563471%

IRS Form 8038

Net Interest Cost	4.2159794%
Weighted Average Maturity	9.432 Years

CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Steven Love, Public Works Director

PRESENTER: Steven Love, Public Works Director

AGENDA ITEM: 2025 Public Works Consultant Pool Update

Action Requested: ✓ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ✓ Contract/Agreement ☐ Proclamation

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Policy Issue:

The Public Works Department maintains a pool of consulting firms to provide professional services in support of the City's infrastructure, parks, and natural resources. Staff recently completed a review process, including application evaluations and consultant interviews, to ensure firms in the pool are appropriately matched to specific service areas.

The City Council will consider authorizing Professional Services Agreements with selected firms for services in the following areas: municipal engineering, transportation engineering, surface water and natural resources, parks, preserves and open spaces, structural engineering, architectural services, and geographic information systems (GIS).

Recommended Action:

Motion to authorize the Mayor and City Manager to enter into Professional Service Agreements for consultant services with the following consultant firms:

- Bolton & Menk, Inc.
- Isthmus Engineering
- Kimley-Horn and Associates, Inc.
- LHB, Inc.
- Short Elliott Hendrickson, Inc.
- SRF Consulting Group
- TKDA
- WSB

Minor changes to the Professional Service Agreements are authorized as approved by the City Attorney.

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: There are no costs associated with the execution of the Professional Services Agreements. As specific tasks are identified that require consultant support, a supplemental agreement or work order will be entered into between the City and the selected consultant. Each supplemental agreement or work order will outline the scope of services to be provided and the associated costs.

Strategic Plan Relevance:

☐ Community Inclusiveness ✓ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment

Maintaining a pool of qualified consultants is essential to the efficient operation of a city. It allows staff to quickly access specialized expertise across a range of service areas without the delay of issuing individual requests for proposals for each project.

Background

The City maintains a pool of professional consulting firms that provide technical expertise in support of the Public Works department. Staff evaluated the City's current and anticipated needs for consultant services over the next five years.

Through this evaluation, seven key service areas were identified within the disciplines of public works, engineering, facilities, and parks and recreation. Firms with a strong local presence and a demonstrated history of delivering high-quality service were sent a Request for Statement of Qualifications (SOQ).

The City of Maplewood participated in Ramsey County's Central Certification Program (CERT) Connect Open House in early April of this year. The event provided an opportunity for small businesses to engage with County and City staff and showcase the services they offer. As a result of this event, City staff extended an invitation to Isthmus Engineering to submit a Statement of Qualifications (SOQ) and participate in the City's refresh of the Public Works consultant pool.

These firms were invited to submit an SOQ for the specific service areas in which they wished to be considered. A review panel, comprised of key Public Works staff, evaluated the SOQs and interviewed the firms.

Based on the submitted qualifications, interviews, and demonstrated strengths of each firm, they were matched to specific service areas. The following chart lists the seven identified service areas and the firms matched to them:

	Service Areas	Selected Consultants		
1)	Muncipal Engineering	Kimley-Horn	S.E.H.	TKDA
2)	Transportation Engineering	Isthmus	S.E.H.	SRF
3)	Surface Water and Natural Resources	Bolton & Menk	Kimley-Horn	
4)	Parks, Preserves, and Open Spaces	LHB	WSB	
5)	Structural	Bolton & Menk		
6)	Architectrual	LHB	TKDA	
7)	GIS	Bolton & Menk		

The Professional Service Agreement acts as the master agreement between the City and the selected consultants. This agreement will run for five years. As the need for consultant services is identified, a supplement agreement/work order will be executed for that need, including details of the proposed work and cost for the services.

Attachments

1. Professional Service Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made this ___ day of _____, 20___ (the "Effective Date") by and between the city of Maplewood**,** a Minnesota municipal corporation with principal offices at 1830 County Road B East, Maplewood, *Minnesota* 55109 (the "City") and _____, a _____ under the laws of _____, with offices at _____ (the "Consultant").

RECITALS

A. The Consultant is engaged in the business of providing professional services.

B. The City has a need for professional services on a consulting basis for various City projects.

C. The Consultant represents that it has the professional expertise and capabilities to provide the City with the requested professional services.

D. The City desires to engage the Consultant to provide professional services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the City and the Consultant agree as follows:

AGREEMENT

1. **Services to be Provided.** The City has selected the Consultant to provide professional services on an as-needed basis. This Agreement constitutes a master agreement between the City and the Consultant. During the term of this Agreement, as specified hereinafter, the City may engage the Consultant for specific City projects. The details of those projects shall be included in supplemental agreements, work orders, or other written documents to be approved by the parties. The City is not required to utilize the Consultant for any projects during the term of this Agreement. By entering into this Agreement, the Consultant indicates its willingness and ability to negotiate and enter into supplemental agreements with the City for specific projects. Nothing in this Agreement precludes or restricts the City's right to enter into agreements with other professionals for projects the Consultant is qualified to perform. All services provided by the Consultant under this and any supplemental agreement shall be done consistent with the level of care and skill ordinarily exercised by professionals providing similar services.

2. **Duration of Agreement.** This Agreement shall remain in force and effect commencing from the Effective Date and continuing until June 1, 2030, unless terminated or amended pursuant to the terms contained herein.

3. **Consideration.** The consideration that the City shall pay to the Consultant for the services to be provided hereunder shall be detailed in the supplemental agreements specific to each project.

4. **Payment.** The City shall make progress payments based on monthly invoices from the Consultant. The City shall make said payments within 35 days of receiving the Consultant's invoice, and the Consultant may withhold deliverables if undisputed invoices are not paid within that time period. The Consultant's statement shall contain an itemized list of all project labor and hours, rates, titles, and amounts undertaken by the Consultant during the applicable billing period.

   The Consultant agrees to comply with the requirements of Minnesota Statutes, section 471.425, subd. 4a regarding prompt payment of its subcontractors.

5. **City Responsibilities.** In addition to adhering to its involvement in the services specified in supplemental agreements, the City may also furnish the services of City staff, site surveys, environmental surveys, and tests, inspections, and reports regarding hazardous materials if available to the City and reasonably required and requested by the Consultant. Following its good faith evaluation of the information provided, the Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City staff as well as upon the implied representation that the Consultant may incorporate any documents, graphics, information, and data (in whole or in part) provided by the City and the City staff without infringing upon the intellectual property rights of any third party. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

6. **Termination.** Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows:

   a. The parties, by mutual written agreement, may terminate this Agreement at any time;
   b. The Consultant may terminate this Agreement in the event of a breach of the Agreement by the City upon providing 30 days written notice to the City;
   c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
      The City may terminate this Agreement immediately upon the Consultant's failure to have in force any insurance required by this Agreement or as otherwise provided for herein.

   In the event of a termination, the City shall pay the Consultant for services performed to the date of termination and for all reimbursable costs and expenses incurred by the Consultant prior to the date of termination.

7. **Suspension.** If the City fails to make payments to the Consultant in accordance with this Agreement, and said payments are not otherwise disputed by the City, the Consultant may suspend its services under this Agreement. If the Consultant

elects to suspend services, it shall give 10 days' written notice to the City before doing so. The Consultant shall have no liability to the City for delay or damage caused by such suspension of services. Before resuming services, the Consultant shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the Consultant's services.

8. **Records/Inspection.** Pursuant to Minnesota Statutes, section 16C.05, subd. 5, the Consultant agrees that the books, records, documents, and accounting procedures and practices of the Consultant that are relevant to the project are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. The Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

9. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to protect, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind of, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance to the extent resulting from the Consultant's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) negligent performance of the duties required by or arising from this Agreement, or to the extent caused in whole or in part by any other negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Except as provided in section 5 of this Agreement, the Consultant agrees to defend and indemnify the City against any actions or claims alleging infringement on any copyright or patent by reason of its use of designs, drawings or specifications and shall hold the City harmless against any loss or damages therefrom. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is otherwise entitled by statute or common law. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

10. **Insurance.** The Consultant agrees to maintain at its own expense a commercial general liability and excess umbrella general liability insurance policy or policies insuring the Consultant against claims for bodily injury, death, or property damage arising out of the Consultant's general business activities other than the performance of professional services. The general liability coverage shall provide limits of not less than $2,000,000 per occurrence and not less than $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability per policy terms, conditions and exclusions.

    The Consultant also agrees to maintain at its own expense a single-limit or combined-limit automobile liability insurance and excess umbrella liability policy or policies insuring owned, non-owned, and hired vehicles used by the Consultant to perform services under

this Agreement. The automobile liability coverages shall provide limits of not less than $1,000,000 combined single limit per accident for bodily injury and property damage.

The City shall be named Additional Insured for the above liability policies.

The Consultant further agrees to maintain at its own expense statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than $500,000 for Bodily Injury by Disease per employee, $500,000.00 for Bodily Injury by Disease aggregate and $500,000 for Bodily Injury by Accident.

The Consultant also agrees to maintain at its own expense Professional Liability Insurance coverage, insuring the Consultant against damages to the extent caused by the negligent act, error, or omission in the performance of professional services required by this Agreement. The professional liability insurance coverage shall provide limits of not less than $2,000,000 per claim and an annual aggregate of not less than $2,000,000 on a claims-made basis.

Prior to the commencement of this Agreement, the Consultant will provide the City with certificates of insurance showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled for any reason except non-payment of premium, until at least 30 days' prior written notice has been given to the City. The City may also require a current copy of certificates of insurance at the time of entering into any supplemental agreement.

11. **Assignment.** Neither the City nor the Consultant shall assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law or as expressly provided herein. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this section shall prevent the Consultant from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of the services hereunder. Any assignment in violation of this provision is null and void. Notwithstanding the above, the City may assign this Agreement to another public entity associated with the City.

12. **Copyright and Licensing.** Provided that the Consultant has received all payments properly due under this Agreement and any supplemental agreement, the deliverables prepared by the Consultant for the City shall become the property of the City. This conveyance shall not deprive the Consultant of the right to electronic data or other reproducible copies of the deliverables or the right to reuse information contained in them in the normal course of the Consultant's professional activities.

    Reuse or modification of the Consultant's deliverables in any manner, or authorization of reuse or modification by others, without the Consultant's professional involvement, will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant, its consultants and agents, and employees, or any of

them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of the unauthorized reuse of the deliverables, whether such claims are brought in breach of contract, breach of warranty, negligence or other tort or otherwise.

To the extent that the deliverables include design elements, notes, terms, or details that are developed by the Consultant, or its consultants, in the course of their respective practice(s) as part of the standardized body of professional knowledge of the respective firm(s), then the Consultant, or its consultants, shall retain the ownership of all intellectual property related to such design elements, notes, terms, or details; provided, however, that neither the Consultant nor its consultants may utilize aspects of the deliverables or design components in the context of any other project to the extent that such utilization would produce a project with substantially similar distinctive features taken as a whole. However, the Consultant grants the City a perpetual, non-exclusive, royalty-free license to use such details, specifications, and plans.

13. **Independent Contractor.** The Consultant shall be deemed an independent contractor. The Consultant's duties will be performed with the understanding that the Consultant has special expertise as to the services which the Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by the Consultant. The manner in which the services are performed shall be controlled by the Consultant; however, the nature of the services and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. The Consultant is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided herein or any supplemental agreement. All services provided by the Consultant pursuant to this Agreement shall be provided by the Consultant as an independent contractor and not as an employee of the City for any purpose, including but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

14. **Compliance with Laws.** The Consultant shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in effect as of the date the Consultant provides the applicable services detailed in any supplemental agreement.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the Consultant and supersedes any other written or oral agreements between the parties. This Agreement can only be modified in writing and signed by the City and the Consultant. Notwithstanding the above, the parties may enter into supplemental agreements in the future regarding specific projects, and this Agreement shall be considered modified as necessary to be consistent with any such supplemental agreement.

16. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

17. **Force Majeure.** The Consultant shall not be liable for failure to perform this Agreement or meet any schedule of performance of services to the extent that such delay or impediment arises solely from causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include but are not limited to, acts of God or of the public enemy, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, and unusually severe weather.

18. **Dispute Resolution.** The City and the Consultant agree to negotiate all disputes between them in good faith for a period of not less than 30 days from the date of notice prior to exercising their rights under the law. The parties thereafter may but are not required to submit disputes to non-binding mediation.

19. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any actions shall be venued in Ramsey County.

20. **Conflict of Interest.** The Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in the representation of the City. In the event of a conflict of interest, the Consultant shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide the requested services.

21. **Data Practices Act Compliance.** Any and all data provided to the Consultant received from the Consultant, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement shall be administered in accordance with and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Consultant agrees to notify the City within three business days if it receives a data request from a third party. This section does not create a duty on the part of the Consultant to provide access to public data to the public if the data are available from the City, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.

22. **Amendments**. No amendments may be made to this Agreement except in writing, signed by both parties.

23. **Remedies.** In the event of a termination of this Agreement by the City, the City may complete the services either by itself or by contract with other persons or entities or any combination thereof. In the event of a breach of this Agreement by the Consultant, the foregoing remedies shall not be exclusive. The City shall be further entitled to exercise any one or more other legal or equitable remedies available because of the Consultant's breach.

24. **No Discrimination**. The Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public

assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement.

25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

City:	City of Maplewood 1830 County Road B East Maplewood, MN 55109 Attn: City Manager
with a copy to:	City of Maplewood 1902 County Road B East Maplewood, MN 55109 Attn: Director of Public Works
Consultant:	_____ _____ _____ Attn: _____

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

7. **Waiver**. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

8. **Headings**. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

9. **Severability**. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

10. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

11. **Recitals.** The City and the Consultant agree that the foregoing Recitals are true and correct and are fully incorporated into this Agreement.

* * * * * * * * * * * *

IN WITNESS WHEREOF, the City and the Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

THE CITY

By: _____
Mayor

Date: _____

By: _____
City Manager

Date: _____

THE CONSULTANT

By: _____

Its: _____

Date: _____

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CITY COUNCIL STAFF REPORT
Meeting Date May 27, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Steven Love, Public Works Director
Jon Jarosch, Assistant City Engineer
Tyler Strong, Civil Engineer I

PRESENTER: Jon Jarosch

AGENDA ITEM: 2025 Maplewood Street Improvements, City Project 24-12
a) Resolution Receiving Bids and Awarding Construction Contract
b) Authorize Use of Bolton and Menk, Inc. for Construction Surveying Services

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

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Policy Issue:

The City Council will consider approving a resolution to receive bids and award a construction contract to Park Construction Company for the 2025 Maplewood Street Improvements. The City Council will further consider using Bolton and Menk, Inc. for construction surveying services.

Recommended Action:

a. Motion to approve the resolution receiving bids and awarding a construction contract for the 2025 Maplewood Street Improvements, City Project 24-12, to Park Construction Company for the Base Bid only.
b. Motion to authorize the use of Bolton and Menk, Inc. for construction surveying services and further authorize the Mayor and City Manager to sign the attached work order with Bolton and Menk, Inc.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ✓ Yes, the true or estimated cost is $9,817,600

Financing source(s): ☐ Adopted Budget ✓ Budget Modification ☐ New Revenue Source ☐ Use of Reserves ✓ Other: It is recommended that the approved funding plan be increased from $9,588,300 to $9,817,600. The proposed funding plan includes a combination of Special Benefit Assessments, the Street Revitalization Fund, the Environmental Utility Fund, the Sanitary Sewer Fund, St. Paul Regional Water Services, G.O. Improvement Bonds, and the W.A.C. Fund. The Finance Director has reviewed the proposed funding plan and recommends approval of the revised funding plan. It is expected that the actual amount will be lower because the estimate includes a 10% contingency factor and an 8% incidental cost factor.

Strategic Plan Relevance:

✓ Community Inclusiveness	✓ Financial and Asset Mgmt	✓ Environmental Stewardship
☐ Integrated Communication	☐ Operational Effectiveness	☐ Targeted Redevelopment

The street and utility improvements included in this project represent an investment in the City's infrastructure and considers the needs of area property owners. This project includes environmentally sound construction methods, reusing materials onsite, utilizing recycled products where possible, reducing runoff, and improving the quality of runoff reaching area waterbodies.

Background

The plans and specifications for the 2025 Maplewood Street Improvements, City Project 24-12, were approved by the City Council on April 14, 2025. Subsequently, the plans and specifications were advertised for bids, and a bid opening was held on May 9, 2025. These bids have been tabulated and checked for accuracy, with Park Construction Company submitting the lowest responsible bid.

The total length of streets included in this project is 4.4 miles, including the South Leg and Prosperity-Hazelwood areas. This project is a part of the 2025 – 2029 Maplewood Capital Improvement Plan. Construction on the proposed project is anticipated to begin in June 2025.

The project's existing street pavement and aging utility infrastructure require ongoing maintenance for the Street and Utility Departments. Of the infrastructure elements the City maintains, the bulk of the maintenance activities consist of patching the roadway, crack sealing, filling potholes, and maintaining the aging utility infrastructure. The poor condition of the existing street pavement represents a decreased level of service for the residents of Maplewood. Staff have received complaints over the years from area residents about the street conditions.

The proposed improvements are described below:

Pavement Rehabilitation Improvements (South Leg Area):

- Full-depth reclamation (grinding/mixing) of existing pavement and underlying aggregate.
- Removal of excess reclaim material.
- Installation of new pavement.
- Replacement of soft soils under the roadway as needed.
- Spot replacement of structurally damaged concrete curb and gutter.
- Improvements to existing pedestrian features and ADA upgrades.
- Saw and seal control joints for the new pavement.
- Replacement of failing utility structures and outdated utility covers.
- Installation of sacrificial anodes on water mains, as determined by St. Paul Regional Water Services (SPRWS). The anode reduces the corrosion (rusting) of the water main and increases its service life.
- Restoration of disturbed driveways, boulevards, and landscaping impacted by the project.

Full Reconstruction Improvements (Prosperity-Hazelwood Area):

- Full removal of existing pavement and underlying aggregate.
- Full replacement of street pavement.
- Replacement of soft soils under the roadway as needed.
- Construction of new concrete curb and gutter.
- Improvements to existing pedestrian features and ADA upgrades.
- Construction of an 8-foot wide trail along the west side of Prosperity Road.

- Saw and seal control joints for the new pavement.
- Installation on sacrificial anodes on water mains as determined by SPRWS.
- Expansion of the storm sewer system.
- Replacement of water main on Hazelwood Street.
- Spot replacement of select sanitary sewer mains and services.
- Water quality improvements such as rain gardens and underground infiltration systems.
- Restoration of driveways, turf, and landscape features impacted by the project.
- Sewer lining of deteriorated sanitary sewer mains in select areas throughout the City.
- Fog seal of past neighborhood improvement project streets.

Three valid bids were received for this project. A summary of the bids are shown below. The bids have been checked and tabulated for accuracy. The Engineer's Estimate for project construction cost for the base bid was $8,672,528.50. The lowest bid from Park Construction Company of $8,264,001.67 is approximately $408,000 (4.7%) lower than the Engineer's Estimate.

Bid Tabulation	
Bidder	**Base Bid**
Park Construction Company	$8,264,001.67
Bituminous Roadways	$8,574,982.75
Engineer's Estimate	$8,672,528.50
Forest Lake Contracting	$9,415,493.40

The City has worked successfully with Park Construction Company as a prime contractor in the past, most recently during the Cope Avenue Improvements. Staff find the bids received competitive and responsible and recommend awarding the Base Bid only to Park Construction Company. Staff does not recommend awarding Bid Alternate 1.

Bid Alternate 1 was included with this project to replace the pavement on Henry Lane in south Maplewood. It was included as a bid alternate to provide options for cost reduction or flexibility should the project not meet the statutory requirement of the assessments covering a minimum of 20% of the non-utility-related project costs. If Bid Alternate 1 was awarded, the assessments would cover roughly 19.7% of those project costs. By not awarding Bid Alternate 1, the assessments cover over 21% of those project costs.

Budget Impact:

The currently approved funding plan, established at the feasibility stage of the project, is $9,588,000. The total estimated project cost based on the low bid (including 8% indirect costs and a 10% contingency) is $9,817,600, roughly $229,300 above the current funding plan. These increased costs are related to the inclusion of additional on-street parking areas along Prosperity Road and additional water quality improvements required to account for this increased hard surface, which were not accounted for in the feasibility estimate.

Funding Plan Comparison		
Funding Source	**Current Funding Plan**	**Proposed Funding Plan**
G.O. Bonds Improvement	$2,419,941	$2,586,141
Street Revitalization Fund	$2,451,639	$2,451,639
Environmental Utility Fund	$1,863,000	$1,886,000
Sanitary Sewer Fund	$583,400	$584,300
WAC Fund	$133,300	$82,500
St. Paul Regional Water	$771,000	$860,400
Special Assessments	$1,366,020	$1,366,020
Total Project Funding:	$9,588,300	**$9,817,600**

The estimated project costs and proposed funding plan have been reviewed by the Finance Director. It is recommended that the funding plan be revised to the proposed funding plan at this time to account for the increased costs. A final budget adjustment will be made based on final construction costs after construction is complete.

Project Schedule:

Project Schedule	Date
Order Preparation of Feasibility Study	8/12/2024
Neighborhood Meeting #1 (South Leg Area only)	12/18/2024
Neighborhood Meeting #1 (Prosperity-Hazelwood Area only)	12/19/2024
City Council Meeting | Accept Feasibility Study, Order Public Hearing, Authorize Preparation of Plans and Specifications	1/27/2025
Neighborhood Meeting #2 (South Leg and Prosperity-Hazelwood Area)	2/19/2025
City Council Meeting | Public Hearing and Order Improvement	2/24/2025
City Council Meeting | Approve Plans and Specifications, Authorize Advertisement for Bids, Authorize Preparation of Assessment Roll	4/14/2025
Bid Opening	5/9/2025
City Council Meeting | Award Contract	5/27/2025
Neighborhood Meeting #3 (Construction Information)	June 2025
Begin Construction	June 2025
City Council Meeting | Accept Assessment Roll and Order Assessment Hearings	August 11, 2025
Neighborhood Meeting #4 (Assessment Information)	August 2025
City Council Meeting | Assessment Hearing and Adopt Assessment Roll	September 22, 2025
Complete Construction	November 2025
Assessments Certified to Ramsey County	November 15, 2025

Attachments

1. Resolution Receiving Bids and Awarding Construction Contract
2. Project Location Map
3. Award of Contract Presentation
4. Bolton and Menk, Inc. Work Order

RESOLUTION
RECEIVING BIDS AND AWARDING CONSTRUCTION CONTRACT
CITY PROJECT 24-12

WHEREAS, a resolution was passed by the City Council on April 14, 2025, approving plans and specifications and advertising for bids for 2025 Maplewood Street Improvements, City Project 24-12; and

WHEREAS, the plans and specifications were advertised for bids according to Minnesota Statutes Chapter 429, bids were received, opened tabulated according to the law and the following bids were received complying with the advertisement:

Contractor	Total of Base Bid
1. Park Construction Company	$8,264,001.67
2. Bituminous Roadways	$8,574,982.75
3. Forest Lake Contracting	$9,415,493.40

AND WHEREAS, Park Construction Company is the lowest responsible bidder; and

WHEREAS, the proposed financing plan for the 2025 Maplewood Street Improvements, City Project 24-12 is shown below:

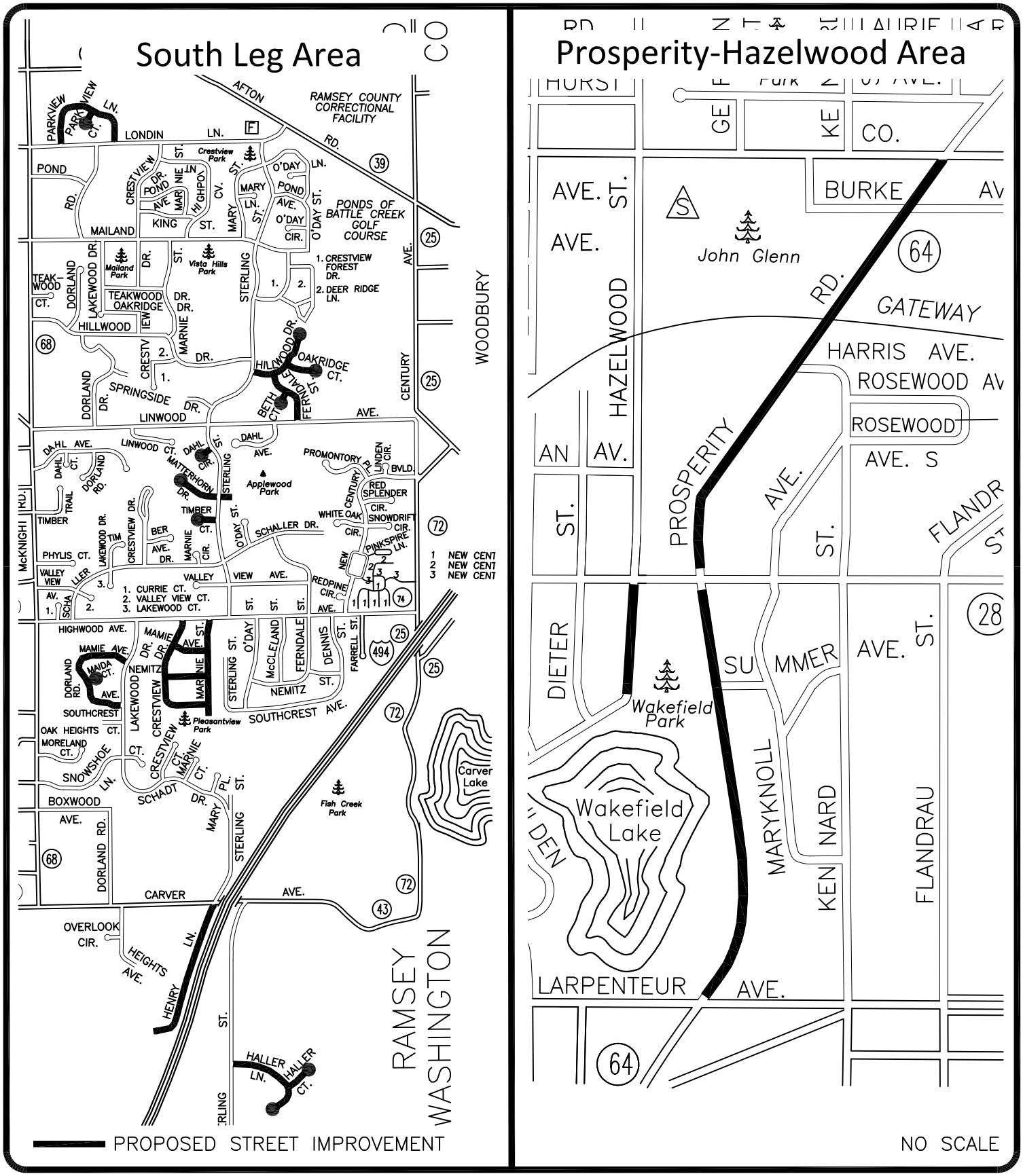
Funding Source	**Total Amount**
General Obligation (G.O.) Improvement Bonds	$2,586,141
Street Revitalization Fund	$2,451,639
Environmental Utility Fund	$1,886,600
Sanitary Sewer Fund	$584,300
Water Area Fund	$82,500
St. Paul Regional Water Services (SPRWS)	$860,400
Special Benefit Assessments	$1,366,020
Total Project Funding:	**$9,817,600**

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

1. The Mayor and City Manager are authorized and directed to enter into a contract with Park Construction Company in the name of the City of Maplewood for the 2025 Street Improvements, City Project 24-12, for the Base Bid Only, according to the plans and specifications approved by the City Council and on file in the office of the city engineer.

2. The Finance Director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project and to further prepare a budget adjustment based on final construction costs after project completion.

Approved this 27th day of May 2025.



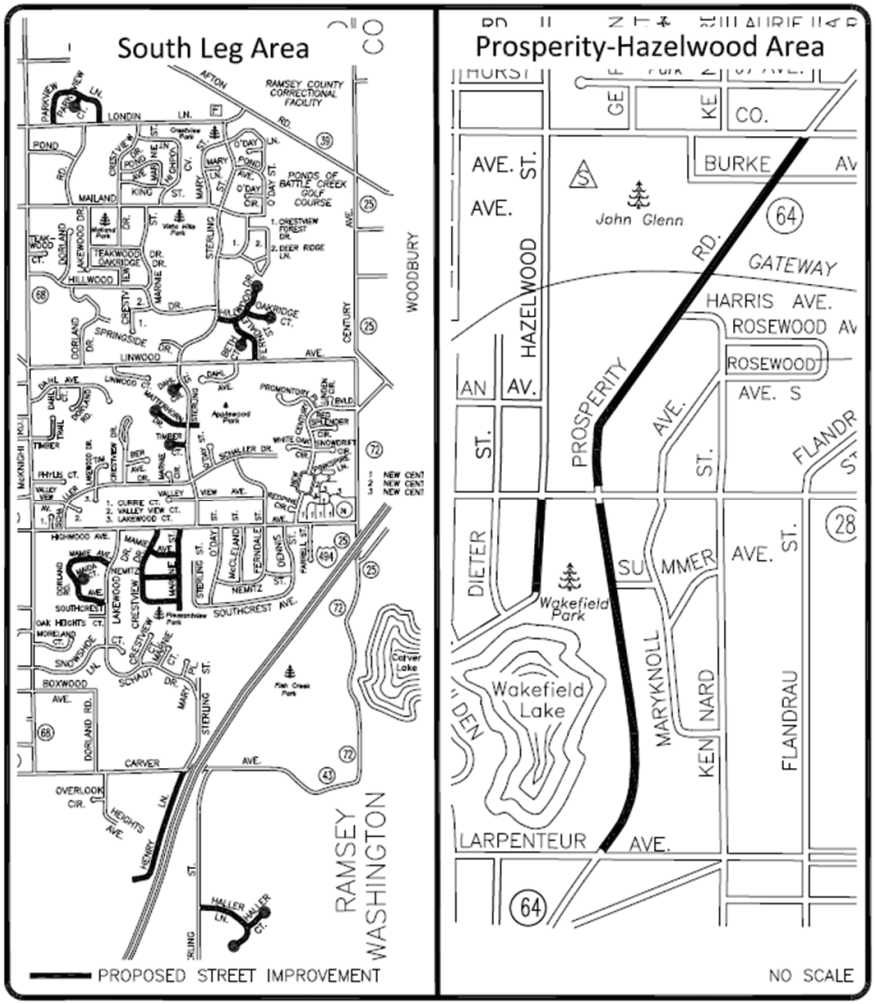
2025 Maplewood Street Improvements

City Project 24-12

Award of Contract

2025 Maplewood Street Improvements *City Project 24-12*

May 27, 2025



Maplewood

Bid Tabulation

2025 Maplewood Street Improvements – Bid Tabulation	
Bidder	**Base Bid**
Park Construction Company	**$8,264,001.67**
Bituminous Roadways	$8,574,982.75
Engineer's Estimate	$8,672,528.50
Forest Lake Contracting	$9,415,493.40

Project Funding Plan

Total Estimated Project Cost - $9,817,600

2025 Maplewood Street Improvements – Project Funding Plan		
Funding Source	**Proposed Funding Plan**	**Percent of Total**
G.O. Improvement Bonds	$2,586,141	26%
Street Revitalization Fund	$2,451,639	25%
Environmental Utility Fund	$1,866,600	19%
Sanitary Sewer Fund	$584,300	6%
W.A.C. Fund	$82,500	1%
Saint Paul Regional Water	$860,400	9%
Special Benefit Assessments	$1,366,020	14%
Total Project Funding:	**$9,817,600**	**100%**

Maplewood

Recommendations

- Approval of resolution receiving bids and awarding a construction contract for the 2025 Maplewood Street Improvements, City Project 24-12, to Park Construction Company for the Base Bid only.
- Motion to authorize the use of Bolton and Menk, Inc. for construction surveying services.

WORK ORDER NO. 28
2025 MAPLEWOOD STREET IMPROVEMENTS – CONSTRUCTION STAKING
CITY PROJECT NO. 24-12

CITY OF MAPLEWOOD
and
BOLTON & MENK, INC.

Work Order No. 28, made this _____ day of May 2025, by and between the CITY OF MAPLEWOOD, 1830 East County Road B, Maplewood, Minnesota 55109 ("CLIENT") and BOLTON & MENK, INC., 3507 High Point Drive North, Building 1, Suite E130, Oakdale, MN 55128 ("CONSULTANT") is an addendum to the original Master Agreement between the City and Bolton & Menk, Inc. dated January 28, 2019 ("Master Agreement"). All provisions of the Master Agreement shall apply to this Work Order except and unless specifically modified herein.

SECTION I – SCOPE OF WORK

The City of Maplewood has designed improvements for the Prosperity-Hazelwood area and miscellaneous neighborhood streets in the south leg of the City as part of its 2025 Capital Improvement Program (CIP). CLIENT wishes to hire for the Construction Staking of the project.

CONSULTANT agrees to perform Surveying services on behalf of CLIENT. These services include the following work which is detailed on the attached proposal:

- Construction Staking and corresponding electronic files, Full Reconstruction and Pavement Rehabilitation

SECTION II - SCHEDULE

It is anticipated Work by CONSULTANT will performed between June and November 2025.

SECTION III - COMPENSATION FOR SERVICES

Compensation for these surveying services shall be on an hourly basis in accordance with the 2025 Schedule of Fees, or such Schedule as may be subsequently revised and accepted, in writing, by CLIENT in accordance with Section III.A.2 of Master Agreement.

Estimated total cost for the Work is **$53,500**.

SECTION IV - SIGNATURES

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

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

CLIENT: City of Maplewood

Marylee Abrams

Mayor

CONSULTANT: Bolton & Menk, Inc.

Ryan J. Goodman

Ryan Goodman, P.E.

Principal Engineer

CLIENT: City of Maplewood

Michael Sable

City Manager

CLIENT: City of Maplewood

Steve Love, P.E.

Public Works Dir./City Engineer