

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, August 14, 2023  
City Hall, Council Chambers  
Meeting No. 15-23

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. APPROVAL OF AGENDA**

**E. APPROVAL OF MINUTES**

1. July 24, 2023 City Council Workshop Meeting Minutes
2. July 24, 2023 City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

1. Administrative Presentations
  - a. Council Calendar Update
2. Council Presentations

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

1. Approval of Claims
2. Conditional Use Permit Review, Justice Alan Page Elementary School, 2410 Holloway Avenue
3. Conditional Use Permit Review, Carver Elementary School, 2680 Upper Afton Road East
4. Conditional Use Permit Review, John Glenn Middle School, 1560 County Road B East
5. Conditional Use Permit Review, Family Auto Sales, 1065 Highway 36
6. 2023-2025 School Resource Officer Agreement with Independent School District 622
7. Purchase of Mobile Command Vehicle
8. Joint Use Agreement for Operation and Maintenance of Shared Sanitary Sewer Mains, City Project 19-43
9. Resolution Accepting Assessment Roll and Ordering Assessment Hearing for September 11, 2023, Myrtle-Sterling Area Street Improvements, City Project 22-16
10. Resolution Accepting Assessment Roll and Ordering Assessment Hearing for September 11, 2023, Woodlynn-Southlawn Area Improvements, City Project 22-17
11. Local Lawful Gambling Permit for Hill Murray School, 2625 Larpenteur Avenue E

**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. Interim Ordinance Regarding Cannabis Businesses
  - a. Public Hearing
  - b. Interim Ordinance Authorizing a Study and Imposing a Moratorium
  - c. Resolution Authorizing Publication of the Ordinance by Title and Summary (4 votes)

**I. UNFINISHED BUSINESS**

None

**J. NEW BUSINESS**

None

**K. AWARD OF BIDS**

None

**L. ADJOURNMENT**

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

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

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

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

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

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

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





**1. Administrative Presentations**  
**a. Council Calendar Update**

Assistant City Manager/HR Director Darrow gave an update to the council calendar and reviewed other topics of concern or interest requested by councilmembers.

**2. Council Presentations**

**Fishing with Friends**

Councilmember Lee gave a shout-out to Maplewood’s Public Safety Departments for a fun and successful Fishing with Friends event.

**Harmony Gardens**

Mayor Abrams attended the grand opening at Harmony Gardens, toured the campus, and shared information about the development.

**National Night Out**

Councilmember Juenemann reminded residents that National Night Out is August 1st and encouraged residents to sign up to host a party.

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

Councilmember Cave moved to approve agenda items G1-G4.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**1. Approval of Claims**

Councilmember Cave moved to approve the approval of claims.

ACCOUNTS PAYABLE:

\$	402,323.84	Checks # 111049 thru # 111071 dated 7/11/23
\$	934,802.58	Checks # 111072 thru # 111100 dated 7/18/23
\$	397,218.00	Disbursements via debits to checking account dated 07/03/23 thru 07/16/23

\$ 1,734,344.42 Total Accounts Payable

PAYROLL

\$ 684,591.23 Payroll Checks and Direct Deposits dated 7/07/23

\$ 684,591.23 Total Payroll

\$ 2,418,935.65 GRAND TOTAL

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

**2. OpenGov Cartegraph Software License Renewal**

Councilmember Cave moved to approve the renewal of the Cartegraph software license with OpenGov for a period of three years.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

**3. Resolution Ordering Preparation of Feasibility Study, 2024 Maplewood Street Improvements, City Project 23-08**

Councilmember Cave moved to approve the Resolution Ordering the Preparation of a Feasibility Study for the 2024 Maplewood Street Improvements, City Project 23-08.

Resolution 23-07-2231

RESOLUTION ORDERING PREPARATION OF A FEASIBILITY STUDY

WHEREAS, it is proposed to make improvements to the East Shore Drive Area Streets and the Cypress-Maplewood Drive Area Streets, as depicted on the project location maps, and is hereby called the 2024 Maplewood Street Improvements, City Project 23-08.

AND WHEREAS, it is proposed to assess the benefited properties for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to the City Engineer for study and that he is instructed to report to the City Council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost effective and feasible, and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

FURTHERMORE, funds in the amount of \$100,000 are appropriated to prepare this Feasibility Study.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

#### **4. Minnesota Department of Commerce Auto Theft Prevention Grant Funds**

Councilmember Cave moved to accept grant money in the amount of \$618,000.00 by entering into the Auto Theft Investigator Agreement with the Minnesota Department of Commerce for two grant funded Auto Theft Investigators for a three year contract and related training and travel expenses for the years 2023 through 2026. Furthermore, the Finance Director is authorized to make necessary budget adjustments of approximately \$358,000.00 for the years 2023 through 2026 to cover all additional expenses (\$120,000.00 per year) for two Auto Theft Investigators.

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.*  
None

#### **I. UNFINISHED BUSINESS**

##### **1. Resolution Awarding the Sale of G.O. Improvement Bonds, Series 2023A**

Finance Director Rueb gave the staff report. Bruce Kimmel, Senior Municipal Advisor with Ehlers, provided information on rating and sale day.

Councilmember Cave moved to approve the Resolution Awarding the Sale of General Obligation Improvement Bonds, Series 2023A, in the Original Aggregate Principal Amount of \$1,945,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment.

##### Resolution 23-07-2232

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,945,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED by the City Council of the City (the “Council”) of Maplewood, Ramsey County, Minnesota (the “City”), as follows:

Section 1. Sale of Bonds.

1.01 Authority. It is hereby determined that:

- (a) Certain assessable public improvements within the City, including but not limited to the project designated by the City as the Myrtle-Sterling Area Street Improvements (the “Improvements”), have been made, duly ordered or contracts have been let for the construction thereof pursuant to the provisions of Minnesota Statutes, Chapters 429 and 475, as amended (collectively, the “Act”).
- (b) It is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Improvement Bonds, Series 2023A (the “Bonds”), in the original aggregate principal amount of \$1,945,000, pursuant to the Act, to provide financing for the Improvements.
- (c) At a duly called and regularly held Council meeting on June 12, 2023, the Council adopted a resolution providing for the issuance and sale of the Bonds (the “Authorizing Resolution”), pursuant to which the Council established a sale date for the Bonds of July 10, 2023. Following adoption of the Authorizing Resolution, City staff, in consultation with its municipal advisor, determined that the sale date for the Bonds should instead occur on July 24, 2023. The Council hereby ratifies such change in sale date from July 10, 2023 to July 24, 2023.
- (d) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City’s municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of TD Securities (USA) LLC, New York, New York (the “Purchaser”), to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$2,094,324.70 (the par amount of \$1,945,000.00, plus original issue premium of \$178,499.70, less underwriter’s discount of \$29,175.00), plus accrued interest, if any, to the date of delivery, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2025	5.000%	2033	5.000%
2026	5.000	2034	4.000
2027	5.000	2035	4.000
2028	5.000	2036	4.000
2029	5.000	2037	4.000
2030	5.000	2038	4.000
2031	5.000	2039	4.000
2032	5.000		

True interest cost: 3.3579374%



- 1.03. Purchase Contract. Any amount paid by the Purchaser in excess of the minimum purchase price, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the City’s Finance Director (the “Finance Director”) in consultation with the City’s municipal advisor. The Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Mayor and City Manager are directed to execute a contract with the Purchaser on behalf of the City.
- 1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of \$1,945,000, originally dated the date of delivery (currently anticipated to be August 10, 2023) in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$55,000	2033	\$135,000
2026	100,000	2034	145,000
2027	100,000	2035	150,000
2028	110,000	2036	155,000
2029	115,000	2037	160,000
2030	120,000	2038	170,000
2031	125,000	2039	175,000
2032	130,000		

- 1.05. Optional Redemption. The City may elect on February 1, 2033 and on any day thereafter to prepay the Bonds maturing on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

- 2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.
- 2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date

of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2024, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

- (a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.
- (b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.
- (c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.
- (d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.
- (e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.
- (f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to the registered owner or upon the registered owner’s order will be valid and

effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

- (g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.
  - (h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.
  - (i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.
- 2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City

Council, the City Manager must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

- 2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Manager and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Manager will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Bond.

- 3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.
- 3.02. Approving Legal Opinion. The City Manager is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

### Section 4. Payment; Security; Pledges and Covenants.

- 4.01. Debt Service Fund. The Bonds are payable from the General Obligation Improvement Bonds, Series 2023A Debt Service Fund (the "Debt Service Fund") hereby created, and the proceeds of general taxes hereinafter levied (the "Taxes") and special assessments levied or to be levied (the "Assessments") for the Improvements described herein are hereby pledged to the Debt Service Fund. There is appropriated to the Debt Service Fund: (i) capitalized interest financed from Bond proceeds, if any; (ii) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) all investment earnings on funds in the Debt Service Fund.
- 4.02. Construction Fund. The proceeds of the Bonds, less the appropriations made in Section 4.01 hereof and costs of issuance paid pursuant to Section 4.08, together with any other funds appropriated for the Improvements, the Assessments and the Taxes collected during the construction of the Improvements, will be deposited in a separate construction fund (the "Construction Fund") to be used solely to defray expenses of the Improvements

and the payment of principal of and interest on the Bonds prior to the completion and payment of all costs of the Improvements. Any balance remaining in the Construction Fund after completion of the Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Act under the direction of the City Council. When the Improvements are completed and the cost thereof paid, the Construction Fund is to be closed and subsequent collections of Assessments for the Improvements and any Taxes are to be deposited in the Debt Service Fund.

- 4.03. City Covenants. It is hereby determined that the Improvements will directly and indirectly benefit abutting property, and the City hereby covenants with the holders from time to time of the Bonds as follows:
- (a) It is hereby determined that the Improvements will directly and indirectly benefit abutting property and other identified property, and that at least twenty percent (20%) of the cost of the assessable Improvements described herein will be specially assessed against benefited properties. The City has caused or will cause the Assessments for the Improvements to be promptly levied so that the first installment will be collectible not later than 2023 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.
  - (b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.
  - (c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, money on hand, and the balance of unpaid Assessments.
  - (d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.
- 4.04. Pledge of Tax Levy. For the purpose of paying a portion of the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as attached hereto as EXHIBIT C.
- 4.05. General Obligation Pledge. For the prompt and full payment of principal of and interest on the Bonds, as the same respectively become due, the full faith, credit, and taxing powers of the City are irrevocably pledged. If a payment of principal

of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Manager is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances with or without interest from the Debt Service Fund when a sufficient balance is available therein.

- 4.06. Certification to County Auditor-Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Assessments and the foregoing Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided for the Bonds is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor-Treasurer of Ramsey County, Minnesota (the "County Auditor") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.
- 4.07. Certificate of County Auditor as to Registration. The City Manager is authorized and directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.
- 4.08. Payment of Costs of Issuance. The City authorizes the Purchaser to deposit the amount of Bond proceeds allocable to the payment of issuance expenses being paid on the closing date in accordance with the closing memorandum prepared by City's municipal adviser, Ehlers & Associates, Inc. for further distribution by Ehlers & Associates, Inc.

Section 5. Authentication of Transcript.

- 5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.
- 5.02. Certification as to Final Official Statement. The Mayor and the City Manager are authorized and directed to certify that they have examined the Final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Final Official Statement.
- 5.03. Other Certificates. The Mayor, the City Manager, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of

the City or incumbency of its officers, at the closing the Mayor and the City Manager shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

- 5.04. Electronic Signatures. The electronic signature of the Mayor, City Manager, and Finance Director, to this resolution or to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

#### Section 6. Tax Covenants.

- 6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.
- 6.02. No Rebate. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the City hereby finds, determines, and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.
- 6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or the Improvements financed by the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.
- 6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:
- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
  - (b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

- (c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2023 will not exceed \$10,000,000; and
  - (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code.
- 6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.
- 6.06. Reimbursement. The City has or may have incurred certain expenditures with respect to the Improvements that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Bonds. The City hereby declares its intent to reimburse certain costs of the Improvements from proceeds of the Bonds (the "Declaration"). This Declaration is intended to constitute a declaration of official intent for purposes of the Section 1.150-2 of the Treasury Regulations promulgated under the Code.

#### Section 7. Book-Entry System; Limited Obligation of City.

- 7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities of the Bonds as described in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.
- 7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if



any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and Paying Agent.

- 7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.
- 7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.
- 7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

## Section 8. Continuing Disclosure.

- 8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and the City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- 8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

#### **EXHIBIT A**

#### **PROPOSALS**

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## BID TABULATION

**\$2,125,000\* General Obligation Improvement Bonds, Series 2023A**

**City of Maplewood, Minnesota**

**SALE: July 24, 2023**

**AWARD: TD SECURITIES (USA) LLC**

**Rating: S&P Global Ratings "AA+"**

**Tax Exempt - Bank Qualified**

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
TD SECURITIES (USA) LLC New York, New York	2025	5.000%	3.050%	\$2,288,003.95	\$684,412.30	3.3511%
	2026	5.000%	3.000%			
	2027	5.000%	2.850%			
	2028	5.000%	2.760%			
	2029	5.000%	2.720%			
	2030	5.000%	2.670%			
	2031	5.000%	2.670%			
	2032	5.000%	2.670%			
	2033	5.000%	2.670%			
	2034	4.000%	2.940%			
	2035	4.000%	3.030%			
	2036	4.000%	3.170%			
	2037	4.000%	3.350%			
	2038	4.000%	3.490%			
	2039	4.000%	3.560%			
BAIRD Milwaukee, Wisconsin						3.3573%
BANCROFT CAPITAL, LLC Fort Washington, Pennsylvania						3.4144%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota						3.4761%

\* Subsequent to bid opening the issue size was decreased to \$1,945,000.  
 Adjusted Price - \$2,094,324.70      Adjusted Net Interest Cost - \$645,132.80      Adjusted TIC - 3.3579%

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
FHN FINANCIAL CAPITAL MARKETS Memphis, Tennessee						3.4989%
HUNTINGTON SECURITIES, INC Chicago, Illinois						3.5064%
KEYBANC CAPITAL MARKETS INCORPORATED Cleveland, Ohio						3.5178%
STIFEL, NICOLAUS Birmingham, Alabama						3.5562%
HILLTOPSECURITIES Dallas, Texas						3.5624%
BERNARDI SECURITIES, INC. Chicago, Illinois						3.5974%

Bid Tabulation  
City of Maplewood, Minnesota  
\$2,125,000\* General Obligation Improvement Bonds, Series 2023A

July 24, 2023

Page 2

**EXHIBIT B**  
**FORM OF BOND**

No. R- \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY  
CITY OF MAPLEWOOD

GENERAL OBLIGATION IMPROVEMENT BOND  
SERIES 2023A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	August 10, 2023	565557__

Registered Owner: Cede & Co.

The City of Maplewood, Minnesota, a duly organized and existing municipal corporation in Ramsey County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$ \_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2033, and on any day thereafter to prepay the Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the original aggregate principal amount of \$1,945,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on July 24, 2023 (the “Resolution”), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain assessable local improvements, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, as amended, and the principal hereof and interest hereon are payable in part from special assessments against property specially benefited

by local improvements and in part from ad valorem taxes for the City’s share of the cost of the improvements, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments and taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Maplewood, Ramsey County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: \_\_\_\_\_, 2023

**CITY OF MAPLEWOOD, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Manager

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**BOND TRUST SERVICES CORPORATION**

By \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT  
\_\_\_\_\_  
Custodian \_\_\_\_\_

(Cust)

(Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of  
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

\_\_\_\_\_

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

\_\_\_\_\_  
\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____



**EXHIBIT C**

**TAX LEVY SCHEDULE**

**Maplewood, Minnesota**

\$1,945,000 General Obligation Improvement Bonds, Series 2023A

**Tax Levy Schedule**

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P+I	Net New D/S	P & I @105%	Assessments	Net Levy
2022	2023	2024	-	-	-	-	-
2023	2024	2025	184,357.50	184,357.50	193,575.38	81,324.48	112,250.90
2024	2025	2026	184,950.00	184,950.00	194,197.50	81,324.48	112,873.02
2025	2026	2027	179,950.00	179,950.00	188,947.50	81,324.47	107,623.03
2026	2027	2028	184,950.00	184,950.00	194,197.50	81,324.48	112,873.02
2027	2028	2029	184,450.00	184,450.00	193,672.50	81,324.48	112,348.02
2028	2029	2030	183,700.00	183,700.00	192,885.00	81,324.48	111,560.52
2029	2030	2031	182,700.00	182,700.00	191,835.00	81,324.48	110,510.52
2030	2031	2032	181,450.00	181,450.00	190,522.50	81,324.47	109,198.03
2031	2032	2033	179,950.00	179,950.00	188,947.50	81,324.48	107,623.02
2032	2033	2034	183,200.00	183,200.00	192,360.00	81,324.48	111,035.52
2033	2034	2035	182,400.00	182,400.00	191,520.00	81,324.48	110,195.52
2034	2035	2036	181,400.00	181,400.00	190,470.00	81,324.48	109,145.52
2035	2036	2037	180,200.00	180,200.00	189,210.00	81,324.49	107,885.51
2036	2037	2038	183,800.00	183,800.00	192,990.00	81,324.47	111,665.53
2037	2038	2039	182,000.00	182,000.00	191,100.00	81,324.47	109,775.53
<b>Total</b>	-		<b>\$2,739,457.50</b>	<b>\$2,739,457.50</b>	<b>\$2,876,430.38</b>	<b>\$1,219,867.17</b>	<b>\$1,656,563.21</b>

**Bond Data**

Dated Date	8/10/2023
Call Date	2/01/2033

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**J. NEW BUSINESS**  
**1. Repeal of Catalytic Converter Ordinance**

City Attorney Batty gave the staff report.

Councilmember Juenemann moved to approve the ordinance repealing section 24-60 of the Maplewood city code pertaining to the sale, purchase or possession of catalytic converters.

Ordinance 1039  
 AN ORDINANCE REPEALING SECTION 24-60 OF THE  
 MAPLEWOOD CITY CODE REGARDING CATALYTIC CONVERTERS

THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MINNESOTA ORDAINS AS

FOLLOWS:

Section 1. Repealer. Chapter 24, Article III of the city code is amended as follows: City code section 24-60 is repealed in its entirety.

Sec. 24-60 – 24-85. Reserved.

Section 2. Effective Date. This Ordinance shall be effective August 1, 2023 following its adoption and publication.

Seconded by Councilmember Lee

Ayes – All

The motion passed.

**K. AWARD OF BIDS**  
None

**L. ADJOURNMENT**

Mayor Abrams adjourned the meeting at 7:45 p.m.

DRAFT

**CITY COUNCIL STAFF REPORT**  
Meeting Date August 14, 2023

**REPORT TO:** City Council  
**REPORT FROM:** Melinda Coleman, City Manager  
**PRESENTER:** Melinda Coleman, City Manager  
**AGENDA ITEM:** Council Calendar Update

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

**Policy Issue:**

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

**Recommended Action:**

No motion needed. This is an informational item.

**Upcoming Agenda Items and Work Sessions Schedule:**

**August 28:**            Workshop: 2024 Budget Review  
                               Community Listening Session: 6:30 pm  
**September 11:**      Workshop: Ramsey County Emergency Operations Plan; 2024 Budget Review  
                               Council Meeting: 2024 Preliminary Levy Approval

**Council Comments:**

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

1. Public Comment (6/12/23) - Public comment phone line is up and operational. Additional input is needed.
2. EAB (7/10/23) – Look into grant funding and other options to address EAB issues.

**Council Schedule for Maplewood Living through March 2024:**

Issue	Contributor	Due Date
September 2023	Villavicencio	August 17, 2023
November 2023	Lee	September 15, 2023
December 2023	Melinda	November 13, 2023
January 2024	Abrams	December 15, 2023
February 2024	Juenemann	January 17, 2024
March 2024	Cave	February 16, 2024



## 2023 Major Community Outreach Events

### **August Celebrate Summer**

Wednesday, August 23, 2023 (6–7:30 pm)

Upper Afton Park

### **Touch a Truck**

Wednesday, September 13, 2023 (5:30 –7 pm)

Maplewood YMCA Parking Lot

### **Fire Department Open House**

Saturday October 7, 2023 (early afternoon hours)

North Fire Station

### **Trunk or Treat**

Saturday October 28, 2023 (early afternoon hours)

City Hall Parking Lot

**CITY COUNCIL STAFF REPORT**

Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager**REPORT FROM:** Joe Rueb, Finance Director**PRESENTER:** Joe Rueb, Finance Director**AGENDA ITEM:** Approval of Claims

<b>Action Requested:</b>	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing
<b>Form of Action:</b>	<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract/Agreement <input type="checkbox"/> 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:**

\$	451,753.76	Checks # 111101 thru # 111153 dated 7/25/23
\$	692,396.36	Checks # 111154 thru # 111191 dated 8/01/23
\$	895,500.77	Checks # 111192 thru # 111226 dated 8/08/23
\$	1,502,663.36	Disbursements via debits to checking account dated 07/17/23 thru 08/06/23
\$	<u>3,542,314.25</u>	Total Accounts Payable

**PAYROLL**

\$	721,020.36	Payroll Checks and Direct Deposits dated 7/21/23
\$	679,309.02	Payroll Checks and Direct Deposits dated 8/04/23
\$	<u>1,400,329.38</u>	Total Payroll
\$	<u><u>4,942,643.63</u></u>	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**

<b>Check</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
111101	07/25/2023	00213 BREDEMUS HARDWARE CO INC	LOCKSETS FOR PD LOCKER ROOMS	\$ 4,845.00
111102	07/25/2023	06270 CREATING HEALTHIER COMMUNITIES	RECIPIENT #130765254 - PLEDGES	413.28
111103	07/25/2023	00687 HUGO'S TREE CARE INC	HAZARDOUS TREE REMOVAL - HILLSIDE PARK	1,750.00
111104	07/25/2023	02728 KIMLEY-HORN & ASSOCIATES INC	EAW CITIZEN PETITION FOR REUTER WALTON	3,000.00
111105	07/25/2023	00875 LOFFLER COMPANIES, INC.	CANON COPIER USAGE FEES - JUNE	1,261.52
111106	07/25/2023	01574 T A SCHIFSKY & SONS, INC	PROJ 16-18 GLADSTONE PHASE 3 PMT#6	4,968.46
111107	07/25/2023	04845 TENNIS SANITATION LLC	RECYCLING FEE - JUNE	77,296.83
111108	07/25/2023	05525 USDA, APHIS, GENERAL	DEER REMOVAL THRU 4/30/23	116.92
111109	07/25/2023	01190 XCEL ENERGY	ELECTRIC & GAS UTILITY	6,766.14
	07/25/2023	01190 XCEL ENERGY	ELECTRIC & GAS UTILITY	3,196.92
	07/25/2023	01190 XCEL ENERGY	ELECTRIC & GAS UTILITY	191.67
	07/25/2023	01190 XCEL ENERGY	FIRE SIRENS	61.70
111110	07/25/2023	05013 YALE MECHANICAL LLC	SPRING HVAC MAINT - CENTRAL FS	462.00
	07/25/2023	05013 YALE MECHANICAL LLC	SPRING HVAC MAINT - NATURE CENTER	172.00
111111	07/25/2023	00043 ADAM'S PEST CONTROL INC	PEST CONTROL - EMTF	86.30
111112	07/25/2023	03335 AMERICAN ENGINEERING TESTING	GOODRICH PARK IMPROVEMENTS - CONTRACTED	949.00
111113	07/25/2023	02259 ANIMAL HUMANE SOCIETY	2ND QTR 2023 IMPOUND BILLING	1,952.00
	07/25/2023	02259 ANIMAL HUMANE SOCIETY	1ST QTR 2023 IMPOUND BILLING	1,698.00
111114	07/25/2023	05972 BHE COMMUNITY SOLAR, LLC	COMM SOLAR GARDEN - MAY 2023	11,702.44
111115	07/25/2023	06479 CITY COUNTY CREDIT UNION	SPRINKLER REPAIRS - REIMBURSEMENT	3,207.00
111116	07/25/2023	04155 CIVICPLUS	PARKS DEPT HEADER - ANNUAL FEE	510.51
111117	07/25/2023	06255 ELECTRICAL PRODUCTION SERVICES	INSTALL GFI BREAKER	5,219.82
111118	07/25/2023	04371 ELECTRO WATCHMAN INC.	2023 FIRE MONITORING SERVICES	2,340.00
	07/25/2023	04371 ELECTRO WATCHMAN INC.	2023 FIRE MONITORING SERVICES	810.00
	07/25/2023	04371 ELECTRO WATCHMAN INC.	2023 FIRE MONITORING SERVICES	780.00
	07/25/2023	04371 ELECTRO WATCHMAN INC.	2023 FIRE MONITORING SERVICES	780.00
	07/25/2023	04371 ELECTRO WATCHMAN INC.	2023 FIRE MONITORING SERVICES	780.00
	07/25/2023	04371 ELECTRO WATCHMAN INC.	2023 FIRE MONITORING SERVICES	599.40
	07/25/2023	04371 ELECTRO WATCHMAN INC.	2023 FIRE MONITORING SERVICES	419.40
	07/25/2023	04371 ELECTRO WATCHMAN INC.	PROPERTY ROOM PIN PAD	25.00
111119	07/25/2023	00464 EMERGENCY AUTOMOTIVE TECH, INC	VEHICLE UPDATES	57.50
	07/25/2023	00464 EMERGENCY AUTOMOTIVE TECH, INC	VEHICLE UPDATES	57.50
111120	07/25/2023	06303 FAUL PSYCHOLOGICAL FORENSIC	PRE-EMPLOYMENT BACKGROUND	650.00
111121	07/25/2023	06474 FLEMING'S AUTO SERVICE	SPRINKLER REPAIR REIMBURSEMENT - CITY	3,642.20
111122	07/25/2023	06009 HEALTHCALL, LLC	COMM PARAMEDIC SOFTWARE - JUNE	920.00
111123	07/25/2023	06475 HUNERBERG CONSTRUCTION CO	ESCROW RELEASE - 3045 WHITE BEAR AVE	360.00
111124	07/25/2023	02137 KENNEDY & GRAVEN CHARTERED	ATTORNEY FEES - JUNE	16,577.97
111125	07/25/2023	05533 KIRVIDA FIRE	VEHICLE MAINTENANCE LADDER #315	834.00
	07/25/2023	05533 KIRVIDA FIRE	VEHICLE MAINTENANCE ENGINE #323	208.50
111126	07/25/2023	00827 L M C I T	INS. PREMIUM JULY - SEPT 2023	145,908.00
111127	07/25/2023	00827 L M C I T	WC CLAIM #00477220	2,249.58
	07/25/2023	00827 L M C I T	WC CLAIM #00491882	1,851.79
	07/25/2023	00827 L M C I T	WC CLAIM #00491921	352.27
	07/25/2023	00827 L M C I T	WC CLAIM #00490071	213.02
	07/25/2023	00827 L M C I T	WC CLAIM #00490680	165.81
	07/25/2023	00827 L M C I T	WC CLAIM #00486624	44.10
111128	07/25/2023	00846 LANGUAGE LINE SERVICES	PD PHONE INTERPRETIVE SERVICE - JUNE	205.97
111129	07/25/2023	06104 LEGACY SORBENTS & SUPPLY CO.	FLOOR DRY	138.75
111130	07/25/2023	00917 MACQUEEN EMERGENCY	FIRE EQUIPMENT PARTS & SUPPLIES	4,215.00
	07/25/2023	00917 MACQUEEN EMERGENCY	FIRE EQUIPMENT PARTS & SUPPLIES	2,124.97
	07/25/2023	00917 MACQUEEN EMERGENCY	FIRE EQUIPMENT PARTS & SUPPLIES	1,742.17
	07/25/2023	00917 MACQUEEN EMERGENCY	FIRE EQUIPMENT PARTS & SUPPLIES	680.00
	07/25/2023	00917 MACQUEEN EMERGENCY	FIRE EQUIPMENT PARTS & SUPPLIES	210.15
111131	07/25/2023	06462 MARIE RIDGEWAY LICSW, LLC	THERAPY SESSIONS - 6/1/2023	480.00
111132	07/25/2023	06438 METRO - INET	VIRTUAL SERVER SUPPORT/MGMT	8,816.00
111133	07/25/2023	00986 METROPOLITAN COUNCIL	MONTHLY SAC - JUNE 2023	4,920.30
111134	07/25/2023	04783 MHSRC/RANGE	PURSUIT INTERVENTION TRAINING	1,270.00

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<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
111135	07/25/2023	05838 MINNESOTA BENEFIT ASSOCIATION	MONTHLY PREMIUM - AUGUST	285.10
111136	07/25/2023	06440 NCE EMPOWERING SAFETY	EMS EQUIPMENT SUPPLIES	160.00
111137	07/25/2023	01126 NCPERS GROUP LIFE INS. MN	MONTHLY PREMIUM - AUGUST	416.00
111138	07/25/2023	01175 CITY OF NORTH ST PAUL	MONTHLY UTILITIES - JUNE	4,379.36
111139	07/25/2023	06017 NOW MICRO INC	GETAC TABLET	502.97
111140	07/25/2023	00001 ONE TIME VENDOR	SPRINKLER REPAIR REIMBURSEMENT - CITY	103.50
111141	07/25/2023	06014 REHDER FORESTRY CONSULTING	TREE INSPECTION SERVICES - JUNE	587.66
111142	07/25/2023	01397 RYAN PLUMBING & HEATING CO.	RPZ TESTING IN PARKS	825.00
	07/25/2023	01397 RYAN PLUMBING & HEATING CO.	RPZ TESTING IN PARKS	550.00
	07/25/2023	01397 RYAN PLUMBING & HEATING CO.	RPZ TESTING IN PARKS	275.00
	07/25/2023	01397 RYAN PLUMBING & HEATING CO.	RPZ TESTING IN PARKS	275.00
111143	07/25/2023	03879 SANSIO	SUBSCRIPTION & SANFAX - MAY	1,076.00
111144	07/25/2023	02632 SERVICE MASTER	JANITOR SERVICES JULY 2023	202.62
111145	07/25/2023	06477 SIGN SOLUTIONS USA, LLC	12 - KLEEN BREAK SURFACE MOUNTS	1,317.39
111146	07/25/2023	05265 SKB ENVIRONMENTAL	DISPOSAL OF SWEEPINGS	1,571.21
111147	07/25/2023	06478 SOLAR POD, INC.	REPAIR OF MNC SOLAR SYSTEM	950.00
111148	07/25/2023	01552 SUNRAM CONSTRUCTION, INC.	GOODRICH PARK IMPROVEMENT PROJ	69,709.83
111149	07/25/2023	04154 TARGET SOLUTIONS LEARNING	VECTOR SOLUTIONS MEMBERSHIP 2023	4,253.34
111150	07/25/2023	06476 THE RAE MACKENZIE GROUP, INC.	PEOPLE OF COLOR CAREER FAIR BOOTH	6,000.00
111151	07/25/2023	06107 TOKLE INSPECTIONS, INC.	ELECTRICAL INSPECTIONS - JUNE	20,703.08
111152	07/25/2023	05931 TRUGREEN PROCESSING CENTER	FIRE STATION LAWN MAINT.	253.84
111153	07/25/2023	00449 TYLER TECHNOLOGIES INC	ENTERPRISE ERP - CONVERSION 6/9	1,400.00
	07/25/2023	00449 TYLER TECHNOLOGIES INC	ENTERPRISE ERP - CONVERSION 6/13	700.00
				\$ 451,753.76

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111154	07/26/2023	06225 BREMER BANK NATIONAL ASSOC.	INTEREST PAYMENT FOR 2020A BONDS	\$ 43,046.05
111155	08/01/2023	05114 BOLTON & MENK, INC.	BRIDGE 62559 SITE VISIT/RECOMMENDATIONS	106.50
111156	08/01/2023	00519 FLEXIBLE PIPE TOOLS & EQUIP	REPLACEMENT COUPLINGS 1" JET HOSE	138.00
111157	08/01/2023	00687 HUGO'S TREE CARE INC	HAZARDOUS EAB REMOVALS - 9	6,107.50
111158	08/01/2023	02728 KIMLEY-HORN & ASSOCIATES INC	PROJ 21-09 MAPLE HILLS FORCE MAIN PROJ	1,643.00
111159	08/01/2023	06084 LINCOLN FINANCIAL GROUP	MONTHLY PREMIUM - JULY	8,865.21
111160	08/01/2023	00532 MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEES - JUNE 2023	5,330.75
111161	08/01/2023	05353 MANSFIELD OIL CO	CONTRACT GASOLINE - JULY 2023	12,759.41
	08/01/2023	05353 MANSFIELD OIL CO	CONTRACT DIESEL - JULY 2023	9,068.65
111162	08/01/2023	00985 METROPOLITAN COUNCIL	WASTEWATER - AUGUST	364,344.28
111163	08/01/2023	02043 OVERHEAD DOOR COMPANY	MEDIC DOOR SERVICE	504.45
111164	08/01/2023	01337 RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEES - JUNE	237.12
111165	08/01/2023	06273 SRF CONSULTING GROUP INC.	PROJ 22-17 - PROFESSIONAL SERVICES	11,770.73
	08/01/2023	06273 SRF CONSULTING GROUP INC.	PROJ 22-16 - PROFESSIONAL SERVICES	1,548.52
	08/01/2023	06273 SRF CONSULTING GROUP INC.	PROJ 22-16 - PROFESSIONAL SERVICES	321.84
111166	08/01/2023	01574 T A SCHIFSKY & SONS, INC	PO 101213 - BITUMINOUS MATERIALS	994.07
111167	08/01/2023	05013 YALE MECHANICAL LLC	PREP WORK FOR ANTENNA MOUNT	5,421.00
111168	08/01/2023	00043 ADAM'S PEST CONTROL INC	PEST CONTROL - EMTF	86.30
111169	08/01/2023	00052 ADVANCED GRAPHIX INC	CUSTOM WRAP GRAPHICS - TAHOE	1,200.00
111170	08/01/2023	06163 AL TECHNOLOGIES, LLC	ONLINE BENEFITS ADMIN FEE - JULY	372.75
111171	08/01/2023	03437 ARTHUR J GALLAGHER RISK	INSURANCE AGENT FEE 23-24	18,700.00
111172	08/01/2023	06301 ATMOSPHERE COMMERCIAL INTERIOR	LAMINATE LOCKER	1,819.20
111173	08/01/2023	04848 AVESIS	MONTHLY PREMIUM - AUGUST	557.22
111174	08/01/2023	06284 A-Z UNDERGROUND	REFUND PERMIT - 1127 FERNDALE	39.00
111175	08/01/2023	05636 BAY WEST LLC	BOOM DEPLOY FOR SPILL CONTAINMENT -	1,557.90
111176	08/01/2023	00194 BITUMINOUS ROADWAYS, INC.	PROJ 22-16 MYRTLE-STERLING PMT#1	128,104.96
111177	08/01/2023	04862 BRKW APPRAISALS, INC.	PROJ 22-16/22-17 APPRAISAL SERVICES	15,000.00
111178	08/01/2023	05786 COLONIAL LIFE PROCESSING CTR	BCN: E4677316 PREMIUM - JULY	285.02
111179	08/01/2023	05239 DAKOTA WOOD - GRINDING INC.	SCREENER RENTAL-STREET SWEEPING	5,400.00
111180	08/01/2023	00464 EMERGENCY AUTOMOTIVE TECH, INC	VEHICLE UPDATES	517.50
111181	08/01/2023	03895 ESCH CONSTRUCTION SUPPLY, INC.	REPLACEMENT ASPHALT BLADES	698.00
111182	08/01/2023	03416 FUN JUMPS ENTERTAINMENT INC	PARK EVENT 7/26/23 - INFLATABLES	3,770.32
111183	08/01/2023	05649 HASSE FAMILY ENTERPRISES LLC	PETTING ZOO - EVENT 7/26/2023	900.00
111184	08/01/2023	05425 LHB INC.	GOODRICH PARK IMPROVEMENTS	2,280.85
111185	08/01/2023	01111 MOTOROLA SOLUTIONS, INC.	PORTABLE RADIO	5,923.04
	08/01/2023	01111 MOTOROLA SOLUTIONS, INC.	AUDIO ACCESSORIES	1,436.80
	08/01/2023	01111 MOTOROLA SOLUTIONS, INC.	CHARGER	292.50
	08/01/2023	01111 MOTOROLA SOLUTIONS, INC.	CHARGER	292.50
111186	08/01/2023	06314 RAM CONSTRUCTION SERVICES	CONCRETE REPAIRS	19,134.00
111187	08/01/2023	06309 SLEEP NUMBER	MATRESSES/BED FRAMES	2,951.98
111188	08/01/2023	02086 ST PAUL AREA CHAMBER OF COMM	MEMBERSHIP INVESTMENT 2023	450.00
111189	08/01/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	5,641.61
	08/01/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	797.17
	08/01/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	529.41
	08/01/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	256.96
	08/01/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	74.24
	08/01/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	57.05
111190	08/01/2023	01836 ST PAUL, CITY OF	RADIO MAINT. FOR POLICE DEPT	225.00
111191	08/01/2023	05546 TACTICAL PRODUCTS & SRVS INC	HARD TRAUMA PLATES X 2	838.00
				<u>\$ 692,396.36</u>

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111192	08/08/2023	05114 BOLTON & MENK, INC.	GENERAL GIS ASSISTANCE	\$ 3,116.00
111193	08/08/2023	00211 BRAUN INTERTEC CORP.	PROJ 22-17 WOODLYNN-SOUTHLAWN MATERIAL	4,933.00
	08/08/2023	00211 BRAUN INTERTEC CORP.	PROJ 22-16 MYRTLE STERLING ST MATERIAL	2,324.00
111194	08/08/2023	01574 T A SCHIFSKY & SONS, INC	PROJ 22-17 WOODLYNN-SOUTHLAWN	224,369.55
	08/08/2023	01574 T A SCHIFSKY & SONS, INC	PROJ 21-07 GERVAIS REHAB PMT#6	134,764.55
	08/08/2023	01574 T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	18,470.37
	08/08/2023	01574 T A SCHIFSKY & SONS, INC	PO 101213 - BITUMINOUS MATERIALS	475.86
	08/08/2023	01574 T A SCHIFSKY & SONS, INC	ASPHALT FOR MANHOLE PATCHING	385.02
111195	08/08/2023	01190 XCEL ENERGY	STREETLIGHTS WOODLYNN/SOUTHLAWN AREA	3,762.00
	08/08/2023	01190 XCEL ENERGY	ELECTRIC & GAS UTILITY	1,537.97
	08/08/2023	01190 XCEL ENERGY	ELECTRIC UTILITY	750.30
	08/08/2023	01190 XCEL ENERGY	ELECTRIC UTILITY	72.41
	08/08/2023	01190 XCEL ENERGY	GAS UTILITY	44.22
	08/08/2023	01190 XCEL ENERGY	GAS UTILITY	43.48
111196	08/08/2023	05761 YMCA	MCC OPERATING AGREEMENT CONTRIBUTION	216,486.00
111197	08/08/2023	00024 ABLE HOSE & RUBBER INC	COUPLER/PLUGS - SEWER LIFT STATION	192.90
111198	08/08/2023	00100 ANCOM	RADIO MAINTENANCE	52.50
111199	08/08/2023	04321 ANOKA COUNTY GOVERNMENT CTR	REGISTRATION FEE FOR NOTARY	20.00
111200	08/08/2023	06320 COMPANION ANIMAL CONTROL	ANIMAL CONTROL SERVICES - JULY	100.00
111201	08/08/2023	06480 CUSTOM TRUCK ONE SOURCE	STANLEY POST DRIVER FOR SIGN INSTALLS	3,018.00
111202	08/08/2023	00464 EMERGENCY AUTOMOTIVE TECH, INC	SIREN INTERFACE UPDATE	1,525.00
111203	08/08/2023	00003 ESCROW REFUND	2228 N MAPLEWOOD DR - REMAINING ESCROW	15,000.00
111204	08/08/2023	00003 ESCROW REFUND	FINAL ESCROW REL GATHJE-2730 STILLWATER	14,400.00
111205	08/08/2023	00477 ESS BROTHERS & SONS INC	MANHOLE REPAIR SUPPLIES & HDPE RINGS	2,200.14
111206	08/08/2023	00479 EULL'S MANUFACTURING CO., INC.	MORTAR MIX FOR MAHOLE PROJECTS	1,144.00
111207	08/03/2023	03818 MEDICA	MONTHLY PREMIUM - AUGUST	212,269.40
111208	08/08/2023	05838 MINNESOTA BENEFIT ASSOCIATION	MONTHLY PREMIUM - SEPTEMBER	285.10
111209	08/08/2023	01136 NARDINI FIRE EQUIP CO INC	ANNUAL ALARM INSPECTION 1902	889.75
111210	08/08/2023	00001 ONE TIME VENDOR	PROJ 21-06 SPRINKLER REPAIR	4,577.24
111211	08/08/2023	00001 ONE TIME VENDOR	PROJ 21-06 SPRINKLER REPAIR	4,251.55
111212	08/08/2023	00001 ONE TIME VENDOR	PROJ 21-07 SPRINKLER REPAIR	1,157.42
111213	08/08/2023	00001 ONE TIME VENDOR	PROJ 21-06 SPRINKLER REPAIR	989.00
111214	08/08/2023	00001 ONE TIME VENDOR	PROJ 21-06 SPRINKLER REPAIR	900.00
111215	08/08/2023	06481 O-SUN COMPANY	REPLACEMENT CANISTER	84.37
111216	08/08/2023	06482 OTTER LAKE ANIMAL CARE CENTER	2 IMPOUNDED KITTENS	135.00
111217	08/08/2023	06111 QUADIENT FINANCE USA, INC.	POSTAGE MACHINE - CITY HALL	1,000.00
111218	08/08/2023	02794 QUICKSILVER EXPRESS COURIER	COURIER SERVICES	31.12
111219	08/08/2023	06483 REDLINE ARCHITECTURAL SM, LLC	REPAIRS TO CITY HALL ROOF	1,400.00
111220	08/08/2023	02001 CITY OF ROSEVILLE	1920 RICE ST LIGHT-SHARED XCEL	64.66
111221	08/08/2023	04130 SCHINDLER ELEVATOR CORP	QTRLY MAINT. - 1902 8/1-10/31/23	974.12
111222	08/08/2023	05265 SKB ENVIRONMENTAL	DISPOSAL OF SWEEPINGS	1,565.96
111223	08/08/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	4,438.57
	08/08/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	2,800.81
	08/08/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	997.16
	08/08/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	248.87
	08/08/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	137.87
	08/08/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	86.83
	08/08/2023	00198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	57.05
111224	08/08/2023	01026 DEPT OF TRANSPORTATION	PROJ 21-02 PLANT INSPECTIONS MCMENEMY	1,331.65
111225	08/08/2023	00449 TYLER TECHNOLOGIES INC	ENTERPRISE ERP - CONVERSION	4,900.00
	08/08/2023	00449 TYLER TECHNOLOGIES INC	ENTERPRISE ERP - CONVERSION	700.00
111226	08/08/2023	02879 WASHINGTON COUNTY	REGISTRATION FEE FOR NOTARY	20.00
	08/08/2023	02879 WASHINGTON COUNTY	REGISTRATION FEE FOR NOTARY	20.00
				\$ 895,500.77

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## Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
7/11/2023	7/12/2023	AMAZON.COM*B035N8HV3 AMZN	\$ 41.24	CHAD BERGO
6/30/2023	7/3/2023	MENARDS OAKDALE MN	59.99	NEIL BRENEMAN
6/30/2023	7/3/2023	TARGET 00011858	35.89	NEIL BRENEMAN
7/2/2023	7/3/2023	AMZN MKTP US*HD1EL7ZH3	63.96	NEIL BRENEMAN
7/2/2023	7/3/2023	AMZN MKTP US*Z74SE49W3	165.67	NEIL BRENEMAN
7/3/2023	7/4/2023	FEDEX OFFIC61700006171	189.99	NEIL BRENEMAN
7/3/2023	7/5/2023	TARGET 00009316	18.44	NEIL BRENEMAN
7/3/2023	7/5/2023	THE HOME DEPOT #2801	6.97	NEIL BRENEMAN
7/7/2023	7/10/2023	DALCO ENTERPRISES	351.53	NEIL BRENEMAN
7/5/2023	7/6/2023	NAPA STORE 3279016	107.88	TROY BRINK
7/6/2023	7/10/2023	DIAMOND VOGEL PAINT #807	90.38	TROY BRINK
7/6/2023	7/10/2023	THE HOME DEPOT #2801	32.98	TROY BRINK
7/12/2023	7/14/2023	DIAMOND VOGEL PAINT #802	585.00	TROY BRINK
7/13/2023	7/14/2023	RDO VER BUR 030170	1,266.43	TROY BRINK
7/10/2023	7/11/2023	GRAPHIC DESIGN INC	126.93	DANIEL BUSACK
7/11/2023	7/12/2023	CK HOLIDAY # 03519	32.20	DANIEL BUSACK
6/29/2023	7/3/2023	JOHNSTONE SUPPLY BLOOMING	101.66	SCOTT CHRISTENSON
7/5/2023	7/6/2023	VIKING ELECTRIC-DIST CTR	866.00	SCOTT CHRISTENSON
7/5/2023	7/6/2023	VIKING ELECTRIC-DIST CTR	33.82	SCOTT CHRISTENSON
7/6/2023	7/12/2023	TWIN CITY FILTER SERVICE	111.42	SCOTT CHRISTENSON
7/6/2023	7/12/2023	TWIN CITY FILTER SERVICE	58.34	SCOTT CHRISTENSON
7/11/2023	7/12/2023	BREDEMUS HARDWARE COMPAN	225.94	SCOTT CHRISTENSON
7/11/2023	7/12/2023	BREDEMUS HARDWARE COMPAN	338.91	SCOTT CHRISTENSON
6/30/2023	7/3/2023	FRANKLIN PLANNER	58.27	MELINDA COLEMAN
7/3/2023	7/4/2023	LOUIE'S FRESH MARKETS	23.77	MELINDA COLEMAN
7/11/2023	7/13/2023	BARNES & NOBLE #2227	18.24	MELINDA COLEMAN
6/29/2023	7/3/2023	IAAI	103.00	THOMAS DABRUZZI
6/29/2023	7/3/2023	MN IAAI	25.00	THOMAS DABRUZZI
7/5/2023	7/7/2023	CROOKED PINT MAPLEWOOD	103.35	MIKE DARROW
7/6/2023	7/7/2023	FERRELL*GAS LP	108.00	BRAD DAVISON
7/13/2023	7/14/2023	MARATHON PETRO217430	40.78	BRAD DAVISON
7/13/2023	7/14/2023	CUB FOODS #1599	10.50	BRAD DAVISON
7/13/2023	7/14/2023	COSTCO WHSE #1021	132.26	BRAD DAVISON
7/13/2023	7/14/2023	COSTCO WHSE #1021	27.47	BRAD DAVISON
6/30/2023	7/3/2023	REV.COM	48.60	MICHAEL DUGAS
6/30/2023	7/3/2023	REV.COM	89.30	MICHAEL DUGAS
7/3/2023	7/4/2023	TARGET 00011858	33.46	MICHAEL DUGAS
6/30/2023	7/3/2023	VISION33 INC	2,722.50	MYCHAL FOWLDS
7/1/2023	7/3/2023	VZWRLSS*APOCC VISB	7,597.96	MYCHAL FOWLDS
7/1/2023	7/3/2023	TMOBILE*AUTO PAY	1,113.16	MYCHAL FOWLDS
7/6/2023	7/7/2023	VISION33 INC	2,310.00	MYCHAL FOWLDS
7/6/2023	7/7/2023	COMCAST BUSINESS	413.00	MYCHAL FOWLDS
7/10/2023	7/11/2023	CENTURYLINK LUMEN	69.71	MYCHAL FOWLDS
7/10/2023	7/11/2023	CENTURYLINK LUMEN	71.45	MYCHAL FOWLDS
7/13/2023	7/14/2023	CAN*CANONFINANCIAL CFS	129.98	MYCHAL FOWLDS
7/13/2023	7/14/2023	CAN*CANONFINANCIAL CFS	590.52	MYCHAL FOWLDS
7/13/2023	7/14/2023	CAN*CANONFINANCIAL CFS	1,964.57	MYCHAL FOWLDS
7/13/2023	7/14/2023	CENTURYLINK LUMEN	198.99	MYCHAL FOWLDS
7/6/2023	7/7/2023	MSFT * E0500O56IW	8.00	NICK FRANZEN
7/6/2023	7/7/2023	MSFT * E0500O56HW	8.00	NICK FRANZEN
7/11/2023	7/12/2023	MICROSOFT MSBILL.INFO	13.09	NICK FRANZEN
7/6/2023	7/7/2023	COSTCO WHSE #1021	102.43	TONY GABRIEL
7/7/2023	7/10/2023	GOODRICH GOLF DOME	100.00	TONY GABRIEL
7/12/2023	7/13/2023	CUB FOODS #1599	57.74	TONY GABRIEL
7/13/2023	7/14/2023	CUB FOODS #1599	13.47	TONY GABRIEL

## Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
7/13/2023	7/14/2023	4IMPRINT, INC	491.68	TONY GABRIEL
6/30/2023	7/3/2023	HOMEDEPOT.COM	125.16	CAROLE GERNES
7/5/2023	7/7/2023	MENARDS OAKDALE MN	100.71	CAROLE GERNES
7/10/2023	7/12/2023	MENARDS.COM	148.86	CAROLE GERNES
7/10/2023	7/13/2023	MENARDS WARREN MI	(7.24)	CAROLE GERNES
7/11/2023	7/13/2023	MENARDS OAKDALE MN	84.98	CAROLE GERNES
7/1/2023	7/3/2023	AIRGAS - NORTH	107.83	MICHAEL HAGEN
7/1/2023	7/3/2023	AIRGAS - NORTH	160.50	MICHAEL HAGEN
7/1/2023	7/3/2023	AIRGAS - NORTH	322.26	MICHAEL HAGEN
7/8/2023	7/10/2023	AIRGAS - NORTH	609.12	MICHAEL HAGEN
7/10/2023	7/11/2023	ASPEN MILLS	424.95	MICHAEL HAGEN
7/12/2023	7/14/2023	NINO S PIZZERIA	126.37	TIMOTHY HAWKINSON
6/30/2023	7/3/2023	FASTENAL COMPANY 01MNT11	296.88	TAMARA HAYS
6/30/2023	7/3/2023	SITEONE LANDSCAPE SUPPLY,	653.64	GARY HINNENKAMP
7/3/2023	7/5/2023	MENARDS 3385	159.96	GARY HINNENKAMP
7/6/2023	7/10/2023	THE HOME DEPOT #2801	4.98	GARY HINNENKAMP
7/10/2023	7/12/2023	THE HOME DEPOT #2801	53.31	GARY HINNENKAMP
7/12/2023	7/14/2023	FBI LEEDA INC	795.00	MICHAEL HOEMKE
6/30/2023	7/3/2023	GOVERNMENT FINANCE OFFIC	305.00	CARL JACOBSON
7/5/2023	7/10/2023	WWW.DALCOONLINE.COM	486.60	DAVID JAHN
7/8/2023	7/10/2023	AMAZON.COM*BH14O1RZ3	22.33	DAVID JAHN
7/10/2023	7/13/2023	WWW.DALCOONLINE.COM	321.60	DAVID JAHN
6/29/2023	7/3/2023	NORTHERN TOOL EQUIP	110.00	JOE JENSEN
7/11/2023	7/13/2023	MENARDS 3385	31.36	DON JONES
7/10/2023	7/12/2023	THE HOME DEPOT #2801	36.95	TIM JORDAN
6/30/2023	7/3/2023	STERICYCLE INC/SHRED-IT	77.86	LOIS KNUTSON
7/6/2023	7/7/2023	AMAZON.COM AMZN.COM/BILL	(97.63)	JASON KUCHENMEISTER
7/6/2023	7/7/2023	AMAZON.COM*KX8RB5VZ3	106.85	JASON KUCHENMEISTER
7/13/2023	7/14/2023	PEAVEY CORP.	26.50	JASON KUCHENMEISTER
7/11/2023	7/13/2023	PAYPAL *BLACKSMOKES	135.00	MICHAEL MALESKI
7/2/2023	7/3/2023	UBER TRIP	30.90	MICHAEL MONDOR
7/3/2023	7/4/2023	STILLWATER MOTORS	289.59	MICHAEL MONDOR
7/4/2023	7/6/2023	KWIK TRIP 41500004150	7.99	MICHAEL MONDOR
7/5/2023	7/6/2023	INTOXIMETERS INC	269.00	RACHEL MURRAY
6/30/2023	7/3/2023	AMAZON.COM*6I0MX9SH3 AMZN	138.60	BRYAN NAGEL
7/1/2023	7/3/2023	CINTAS CORP	82.94	BRYAN NAGEL
7/6/2023	7/7/2023	CINTAS CORP	100.72	BRYAN NAGEL
7/6/2023	7/7/2023	CINTAS CORP	9.30	BRYAN NAGEL
7/6/2023	7/7/2023	CINTAS CORP	39.98	BRYAN NAGEL
7/6/2023	7/7/2023	CINTAS CORP	14.85	BRYAN NAGEL
7/11/2023	7/12/2023	TRI-STATE BOBCAT	1,581.00	BRYAN NAGEL
7/13/2023	7/14/2023	CINTAS CORP	79.73	BRYAN NAGEL
7/13/2023	7/14/2023	CINTAS CORP	9.30	BRYAN NAGEL
7/13/2023	7/14/2023	CINTAS CORP	14.85	BRYAN NAGEL
7/13/2023	7/14/2023	CINTAS CORP	59.18	BRYAN NAGEL
7/11/2023	7/12/2023	SP CLOUD CITY DRONES	296.48	MICHAEL NYE
7/12/2023	7/13/2023	AMZN MKTP US*WQ36Z96F3	14.98	MICHAEL NYE
7/13/2023	7/14/2023	AMZN MKTP US*CS61A9TP3	34.11	MICHAEL NYE
7/13/2023	7/14/2023	AMZN MKTP US*8F24Y9IY3	16.97	MICHAEL NYE
7/11/2023	7/12/2023	RED WING SHOE #727	206.99	JORDAN ORE
7/3/2023	7/5/2023	HEALTH CARE LOGISTICS INC	675.00	KENNETH POWERS
7/6/2023	7/7/2023	BLUE CARD COMMAND	2,709.37	KENNETH POWERS
7/12/2023	7/13/2023	LIFE ASSIST INC	110.66	KENNETH POWERS
6/30/2023	7/3/2023	POMPS TIRE 021	997.66	STEVEN PRIEM
6/30/2023	7/3/2023	POMPS TIRE 021	790.00	STEVEN PRIEM

## Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
6/30/2023	7/3/2023	ALTEC INDUSTRIES, INC	1,453.53	STEVEN PRIEM
6/30/2023	7/3/2023	FACTORY MOTOR PARTS (19)	23.79	STEVEN PRIEM
7/5/2023	7/6/2023	FACTORY MOTOR PARTS (19)	25.83	STEVEN PRIEM
7/5/2023	7/6/2023	FACTORY MOTOR PARTS (19)	44.44	STEVEN PRIEM
7/5/2023	7/6/2023	FACTORY MOTOR PARTS (19)	103.71	STEVEN PRIEM
7/5/2023	7/6/2023	FACTORY MOTOR PARTS (19)	7.55	STEVEN PRIEM
7/5/2023	7/6/2023	FACTORY MOTOR PARTS (19)	27.82	STEVEN PRIEM
7/7/2023	7/10/2023	FACTORY MOTOR PARTS (19)	144.97	STEVEN PRIEM
7/10/2023	7/11/2023	POMPS TIRE 021	1,205.56	STEVEN PRIEM
7/11/2023	7/13/2023	ZAHL-PETROLEUM MAINTEN	19.80	STEVEN PRIEM
7/12/2023	7/13/2023	SQ *TWIN CITIES TRANSPORT	400.00	STEVEN PRIEM
7/12/2023	7/13/2023	FACTORY MOTOR PARTS (19)	3.52	STEVEN PRIEM
7/12/2023	7/13/2023	FACTORY MOTOR PARTS (19)	7.00	STEVEN PRIEM
7/12/2023	7/13/2023	FACTORY MOTOR PARTS (19)	9.30	STEVEN PRIEM
6/29/2023	7/3/2023	THE HOME DEPOT #2801	48.30	AUDRA ROBBINS
6/30/2023	7/3/2023	ON SITE SANITATION INC	25.00	AUDRA ROBBINS
7/2/2023	7/3/2023	AMZN MKTP US*VR96T7283	65.43	AUDRA ROBBINS
7/4/2023	7/5/2023	CINTAS CORP	52.52	AUDRA ROBBINS
7/5/2023	7/7/2023	ON SITE SANITATION INC	25.00	AUDRA ROBBINS
7/6/2023	7/7/2023	CINTAS CORP	85.36	AUDRA ROBBINS
7/10/2023	7/11/2023	HIRSHFIELDS INC	2,385.92	AUDRA ROBBINS
7/10/2023	7/12/2023	ON SITE SANITATION INC	2,943.00	AUDRA ROBBINS
7/11/2023	7/13/2023	DERO BIKE RACKS	830.61	AUDRA ROBBINS
6/30/2023	7/3/2023	TRAFFICSAFETYSTORE.COM	561.75	SCOTT SCHULTZ
6/30/2023	7/3/2023	MINNESOTA COUNTY ATTORNEY	22.00	STEPHANIE SHEA
7/4/2023	7/5/2023	GALLS	794.48	STEPHANIE SHEA
7/6/2023	7/7/2023	CINTAS CORP	83.10	STEPHANIE SHEA
7/7/2023	7/10/2023	STREICHER'S MO	1,042.54	STEPHANIE SHEA
7/11/2023	7/12/2023	N-EAR	144.99	STEPHANIE SHEA
7/12/2023	7/13/2023	BCA TRAINING EDUCATION	50.00	STEPHANIE SHEA
7/12/2023	7/13/2023	BCA TRAINING EDUCATION	50.00	STEPHANIE SHEA
7/13/2023	7/14/2023	CINTAS CORP	83.10	STEPHANIE SHEA
7/2/2023	7/3/2023	AMAZON.COM*GR21I6UP3 AMZN	65.25	KAYLA SPANDE
7/6/2023	7/6/2023	AMZN MKTP US*JQ8FW0GM3	232.60	KAYLA SPANDE
7/6/2023	7/7/2023	AMZN MKTP US*R480H3RB3	477.98	KAYLA SPANDE
7/7/2023	7/10/2023	AMZN MKTP US*5032N2VW3	152.46	KAYLA SPANDE
7/7/2023	7/10/2023	AMZN MKTP US*CU92J3DT3	53.05	KAYLA SPANDE
7/8/2023	7/10/2023	AMAZON.COM*4F42X5UR3 AMZN	21.23	KAYLA SPANDE
7/9/2023	7/10/2023	AMZN MKTP US*R81D648J3	18.98	KAYLA SPANDE
7/3/2023	7/4/2023	NAPA STORE 3279016	38.63	TODD TEVLIN
7/3/2023	7/4/2023	NTE 5413	39.98	TODD TEVLIN
7/3/2023	7/5/2023	MENARDS 3385	22.99	TODD TEVLIN
7/5/2023	7/6/2023	DIVISION STREET FUELS ARC	119.88	TODD TEVLIN
6/30/2023	7/3/2023	FLEET FARM 2700	24.58	MATT WOHRLE
7/11/2023	7/12/2023	MACQUEEN EQUIPMENT GROUP	195.66	MATT WOHRLE
7/12/2023	7/14/2023	AN FORD WHITE BEAR LAK	242.27	MATT WOHRLE
7/5/2023	7/6/2023	KREMER SERVICES	108.00	BOON XIONG
7/5/2023	7/6/2023	ADVANCE AUTO PARTS #7152	93.28	BOON XIONG
7/11/2023	7/13/2023	AN FORD WHITE BEAR LAK	50.86	BOON XIONG
7/11/2023	7/13/2023	AN FORD WHITE BEAR LAK	101.28	BOON XIONG
7/3/2023	7/4/2023	LIFE ASSIST INC	982.65	ERIC ZAPPA
7/3/2023	7/5/2023	BOUND TREE MEDICAL LLC	501.99	ERIC ZAPPA

\$ 54,333.18

## Purchasing Card Items

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7/26/2023	7/27/2023	AMZN MKTP US*T64SZ3D40	\$73.90	CHAD BERGO
7/27/2023	7/28/2023	AMAZON.COM*T64G21SO1	\$12.48	CHAD BERGO
7/25/2023	7/26/2023	CUB FOODS, INC.	\$32.92	NEIL BRENEMAN
7/26/2023	7/28/2023	SAMSLUB.COM	\$198.04	NEIL BRENEMAN
7/25/2023	7/26/2023	CUSTOM TRUCK ONE SOURCE	\$40.00	TROY BRINK
7/25/2023	7/26/2023	MIKES LP GAS INC	\$34.46	TROY BRINK
7/25/2023	7/27/2023	METAL SUPERMARKETS ROSEVI	\$16.32	TROY BRINK
7/19/2023	7/20/2023	SITEONE LANDSCAPE SUPPLY,	\$457.73	BRENT BUCKLEY
7/19/2023	7/21/2023	DELTA AIR 0062129864306	\$677.80	DANIEL BUSACK
7/19/2023	7/21/2023	DELTA AIR 0062129864305	\$677.80	DANIEL BUSACK
7/25/2023	7/26/2023	GRAPHIC DESIGN INC	\$126.93	DANIEL BUSACK
7/14/2023	7/17/2023	THE HOME DEPOT #2801	\$14.96	SCOTT CHRISTENSON
7/17/2023	7/19/2023	THE HOME DEPOT #2801	\$36.96	SCOTT CHRISTENSON
7/17/2023	7/19/2023	THE HOME DEPOT #2801	\$36.68	SCOTT CHRISTENSON
7/18/2023	7/19/2023	MR APPLIANCE OF ROGERS	\$160.00	SCOTT CHRISTENSON
7/18/2023	7/20/2023	MENARDS 3385	\$17.87	SCOTT CHRISTENSON
7/19/2023	7/20/2023	VIKING ELECTRIC-DIST CTR	\$297.90	SCOTT CHRISTENSON
7/21/2023	7/24/2023	SQ *HOTSYS MINNESOTA	\$137.24	SCOTT CHRISTENSON
7/24/2023	7/25/2023	PAYPAL *MARVELLIGHT	\$140.15	SCOTT CHRISTENSON
7/24/2023	7/26/2023	MUSKA ELECTRIC CO	\$141.48	SCOTT CHRISTENSON
7/25/2023	7/26/2023	MR APPLIANCE OF ROGERS	\$174.27	SCOTT CHRISTENSON
7/25/2023	7/27/2023	THE HOME DEPOT #2801	\$12.82	SCOTT CHRISTENSON
7/19/2023	7/20/2023	NEW YORK MAGAZINE	\$8.00	MELINDA COLEMAN
7/24/2023	7/25/2023	NORTH YORK GENERAL HOS	\$420.91	THOMAS DABRUZZI
7/18/2023	7/19/2023	IN *EDUCATION SPECIALTY P	\$610.00	BRAD DAVISON
7/25/2023	7/27/2023	THE HOME DEPOT #2801	\$27.92	BRAD DAVISON
7/26/2023	7/27/2023	COSTCO WHSE #1021	\$22.87	BRAD DAVISON
7/26/2023	7/27/2023	COSTCO WHSE #1021	\$6.58	BRAD DAVISON
7/26/2023	7/27/2023	REV.COM	\$25.20	MICHAEL DUGAS
7/26/2023	7/27/2023	REV.COM	\$32.40	MICHAEL DUGAS
7/27/2023	7/28/2023	REV.COM	\$48.60	MICHAEL DUGAS
7/27/2023	7/28/2023	REV.COM	\$27.00	MICHAEL DUGAS
7/20/2023	7/21/2023	RAKEN	\$1,908.00	ANDREW ENGSTROM
7/17/2023	7/18/2023	PIONEER PRESS ADV	\$480.20	CHRISTINE EVANS
7/14/2023	7/19/2023	SAGE SOFTWARE INC	\$2,756.00	MYCHAL FOWLDS
7/17/2023	7/18/2023	ZOOM.US 888-799-9666	\$449.82	MYCHAL FOWLDS
7/17/2023	7/18/2023	COMCAST CABLE COMM	\$4.58	MYCHAL FOWLDS
7/19/2023	7/20/2023	CENTURYLINK LUMEN	\$59.87	MYCHAL FOWLDS
7/19/2023	7/20/2023	CENTURYLINK LUMEN	\$64.15	MYCHAL FOWLDS
7/19/2023	7/20/2023	CENTURYLINK LUMEN	\$69.71	MYCHAL FOWLDS
7/19/2023	7/20/2023	WEB*NETWORKSOLUTIONS	\$14.99	MYCHAL FOWLDS
7/27/2023	7/28/2023	BEST BUY MHT 00000109	\$199.99	MYCHAL FOWLDS
7/16/2023	7/17/2023	AMZN MKTP US*ML2UM4FO3	\$88.49	NICK FRANZEN
7/17/2023	7/18/2023	PDQ.COM	\$3,825.00	NICK FRANZEN
7/19/2023	7/20/2023	AMZN MKTP US*EK2UF8V53	\$38.97	NICK FRANZEN
7/19/2023	7/20/2023	AMZN MKTP US*TW2EA1Q33	\$6.88	NICK FRANZEN
7/22/2023	7/24/2023	AMZN MKTP US*5Z6VA52O3	\$9.98	NICK FRANZEN
7/24/2023	7/25/2023	AMZN MKTP US*T64Z61VU2	\$7.98	NICK FRANZEN
7/25/2023	7/26/2023	AJ TEK CORPORATION	\$60.00	NICK FRANZEN
7/18/2023	7/19/2023	GESMN MAPLEWOOD 407	\$11.00	TONY GABRIEL
7/18/2023	7/19/2023	CUB FOODS #1599	\$54.53	TONY GABRIEL
7/19/2023	7/20/2023	4IMPRINT, INC	\$434.04	TONY GABRIEL
7/20/2023	7/21/2023	TARGET 00011858	\$18.76	TONY GABRIEL

## Purchasing Card Items

<u>Transaction Date</u>	<u>Posting Date</u>	<u>Merchant Name</u>	<u>Transaction Amount</u>	<u>Name</u>
7/20/2023	7/24/2023	THE HOME DEPOT #2801	\$26.81	TONY GABRIEL
7/27/2023	7/28/2023	CUB FOODS #1599	\$250.00	TONY GABRIEL
7/13/2023	7/17/2023	MENARDS OAKDALE MN	\$43.59	CAROLE GERNES
7/17/2023	7/18/2023	ASPEN MILLS	\$1,598.06	MICHAEL HAGEN
7/17/2023	7/18/2023	ASPEN MILLS	\$3,438.00	MICHAEL HAGEN
7/19/2023	7/20/2023	ASPEN MILLS	\$380.05	MICHAEL HAGEN
7/27/2023	7/28/2023	ASPEN MILLS	\$554.65	MICHAEL HAGEN
7/17/2023	7/18/2023	PETSMART # 0461	\$242.65	TIMOTHY HAWKINSON
7/14/2023	7/17/2023	MENARDS OAKDALE MN	\$46.86	TAMARA HAYS
7/18/2023	7/19/2023	SITEONE LANDSCAPE SUPPLY,	\$112.96	TAMARA HAYS
7/18/2023	7/20/2023	SAFE-FAST(MW)	\$65.85	TAMARA HAYS
7/18/2023	7/20/2023	MENARDS 3385	\$114.36	TAMARA HAYS
7/20/2023	7/21/2023	AMAZON.COM*B565O6UU3	\$58.33	TAMARA HAYS
7/24/2023	7/26/2023	MENARDS OAKDALE MN	\$146.03	TAMARA HAYS
7/25/2023	7/26/2023	SITEONE LANDSCAPE SUPPLY,	\$459.95	TAMARA HAYS
7/26/2023	7/27/2023	AMZN MKTP US*T691A7KJ2	\$49.99	TAMARA HAYS
7/17/2023	7/18/2023	FERGUSON ENT, INC 1650	\$242.17	GARY HINNENKAMP
7/17/2023	7/19/2023	THE HOME DEPOT #2801	\$38.35	GARY HINNENKAMP
7/18/2023	7/19/2023	SITEONE LANDSCAPE SUPPLY,	\$115.42	GARY HINNENKAMP
7/18/2023	7/20/2023	THE HOME DEPOT #2801	\$11.98	GARY HINNENKAMP
7/20/2023	7/24/2023	MENARDS OAKDALE MN	\$93.96	GARY HINNENKAMP
7/27/2023	7/28/2023	SITEONE LANDSCAPE SUPPLY,	\$17.08	GARY HINNENKAMP
7/17/2023	7/18/2023	HOLIDAY STATIONS 3519	\$14.98	MICHAEL HOEMKE
7/17/2023	7/19/2023	JOES SPORTING GOODS AND	\$26.79	MICHAEL HOEMKE
7/17/2023	7/19/2023	KWIK TRIP 15200001529	\$5.58	MICHAEL HOEMKE
7/27/2023	7/28/2023	PARK & LAKE CAR WASH	\$23.73	MICHAEL HOEMKE
7/26/2023	7/28/2023	THE HOME DEPOT #2801	\$6.98	DAVID JAHN
7/17/2023	7/19/2023	DEPARTMENT OF LABOR AND I	\$65.00	RANDY JOHNSON
7/18/2023	7/20/2023	ODP BUS SOL LLC # 101090	\$166.35	LOIS KNUTSON
7/18/2023	7/20/2023	ODP BUS SOL LLC # 106874	\$97.49	LOIS KNUTSON
7/25/2023	7/26/2023	EZCATERHONEY BAKED HA	\$175.94	LOIS KNUTSON
7/17/2023	7/19/2023	THE HOME DEPOT #2801	\$41.20	ERIC KUBAT
7/25/2023	7/25/2023	ULINE *SHIP SUPPLIES	\$396.63	JASON KUCHENMEISTER
7/25/2023	7/26/2023	HOLIDAY STATIONS 0440	\$15.03	JASON KUCHENMEISTER
7/27/2023	7/28/2023	PEAVEY CORP.	\$62.35	JASON KUCHENMEISTER
7/14/2023	7/17/2023	BLUERIBBON BAIT& TACKLE	\$40.00	MICHAEL MALESKI
7/16/2023	7/18/2023	THE HOME DEPOT #2801	\$113.76	MICHAEL MALESKI
7/21/2023	7/24/2023	THE UPS STORE 2171	\$27.73	MICHAEL MALESKI
7/26/2023	7/27/2023	THE UPS STORE 2171	\$25.42	MICHAEL MALESKI
7/24/2023	7/25/2023	PIONEER PRESS CIRC	\$14.00	MIKE MARTIN
7/14/2023	7/17/2023	CENTER FOR PUBLIC SAFETY	\$395.00	MICHAEL MONDOR
7/17/2023	7/18/2023	SQ *IMPRESSION SIGNS AND	\$3,177.00	MICHAEL MONDOR
7/26/2023	7/28/2023	BOUND TREE MEDICAL LLC	\$2,339.80	MICHAEL MONDOR
7/18/2023	7/19/2023	GDP*NATIONAL BLACK POLICE	\$350.00	RACHEL MURRAY
7/19/2023	7/20/2023	CINTAS CORP	\$79.73	BRYAN NAGEL
7/19/2023	7/20/2023	CINTAS CORP	\$9.30	BRYAN NAGEL
7/19/2023	7/20/2023	CINTAS CORP	\$14.85	BRYAN NAGEL
7/19/2023	7/20/2023	CINTAS CORP	\$39.98	BRYAN NAGEL
7/22/2023	7/24/2023	CINTAS CORP	\$109.18	BRYAN NAGEL
7/22/2023	7/24/2023	CINTAS CORP	\$214.34	BRYAN NAGEL
7/26/2023	7/27/2023	CINTAS CORP	\$202.82	BRYAN NAGEL
7/26/2023	7/27/2023	CINTAS CORP	\$9.30	BRYAN NAGEL
7/26/2023	7/27/2023	CINTAS CORP	\$14.85	BRYAN NAGEL

## Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
7/26/2023	7/27/2023	CINTAS CORP	\$59.18	BRYAN NAGEL
7/26/2023	7/28/2023	MINNESOTA STATE	\$868.61	JERRY NOVAK
7/12/2023	7/17/2023	PAYPAL *ALIPAYUSINC	\$752.65	MICHAEL NYE
7/25/2023	7/26/2023	DJI SERVICE LLC.	\$116.50	MICHAEL NYE
7/15/2023	7/17/2023	THE BUSINESS JOURNALS	\$170.00	DANETTE PARR
7/17/2023	7/18/2023	BRIDGETOWER MEDIA NEWSPA	\$349.00	DANETTE PARR
7/20/2023	7/24/2023	MEDLINE INDUSTRIES, LP	\$436.66	KENNETH POWERS
7/25/2023	7/26/2023	LIFE ASSIST INC	\$2,462.63	KENNETH POWERS
7/25/2023	7/27/2023	BOUND TREE MEDICAL LLC	\$1,024.53	KENNETH POWERS
7/25/2023	7/27/2023	BOUND TREE MEDICAL LLC	\$41.67	KENNETH POWERS
7/26/2023	7/27/2023	LIFE ASSIST INC	\$198.00	KENNETH POWERS
7/17/2023	7/18/2023	IN *MINNESOTA HOIST INSPE	\$2,173.43	STEVEN PRIEM
7/18/2023	7/19/2023	COMOLUBE AND SUPPLIES INC	\$146.95	STEVEN PRIEM
7/18/2023	7/19/2023	NAPA STORE 3279016	\$17.63	STEVEN PRIEM
7/18/2023	7/19/2023	METRO PRODUCTS INC	\$91.35	STEVEN PRIEM
7/18/2023	7/19/2023	FACTORY MOTOR PARTS (19)	\$96.46	STEVEN PRIEM
7/19/2023	7/20/2023	MIDWAY FORD	(\$94.82)	STEVEN PRIEM
7/19/2023	7/20/2023	MIDWAY FORD	\$79.64	STEVEN PRIEM
7/19/2023	7/21/2023	AN FORD WHITE BEAR LAK	\$518.95	STEVEN PRIEM
7/19/2023	7/21/2023	AN FORD WHITE BEAR LAK	\$66.20	STEVEN PRIEM
7/20/2023	7/21/2023	POMPS TIRE 021	\$181.72	STEVEN PRIEM
7/20/2023	7/21/2023	FACTORY MOTOR PARTS (19)	\$82.77	STEVEN PRIEM
7/20/2023	7/21/2023	FACTORY MOTOR PARTS (19)	\$8.13	STEVEN PRIEM
7/20/2023	7/21/2023	FACTORY MOTOR PARTS (19)	\$51.00	STEVEN PRIEM
7/20/2023	7/24/2023	STEPP MANUFACTURING CO IN	\$4.14	STEVEN PRIEM
7/24/2023	7/26/2023	AN FORD WHITE BEAR LAK	\$16.19	STEVEN PRIEM
7/25/2023	7/27/2023	ZARNOTH BRUSH WORKS INC	\$1,216.00	STEVEN PRIEM
7/26/2023	7/27/2023	FACTORY MOTOR PARTS (19)	(\$64.80)	STEVEN PRIEM
7/26/2023	7/27/2023	FACTORY MOTOR PARTS (19)	\$50.87	STEVEN PRIEM
7/26/2023	7/27/2023	FACTORY MOTOR PARTS (19)	\$107.19	STEVEN PRIEM
7/26/2023	7/27/2023	FACTORY MOTOR PARTS (19)	\$64.80	STEVEN PRIEM
7/27/2023	7/28/2023	BARNETT AUTO GROUP	\$610.28	STEVEN PRIEM
7/27/2023	7/28/2023	FASTENAL COMPANY 01MNT11	\$380.89	STEVEN PRIEM
7/27/2023	7/28/2023	WHITE BEAR LAKE SUPERSTOR	\$20.76	STEVEN PRIEM
7/26/2023	7/28/2023	MINNESOTA OCCUPATIONAL	\$960.00	TERRIE RAMEAUX
7/25/2023	7/26/2023	AMAZON.COM*BF4SM48D3 AMZN	\$79.98	MICHAEL RENNER
7/19/2023	7/20/2023	CINTAS CORP	\$85.36	AUDRA ROBBINS
7/24/2023	7/26/2023	ON SITE SANITATION INC	\$215.00	AUDRA ROBBINS
7/19/2023	7/20/2023	EVEREST EMERGENCY VEHICLE	\$164.33	RYAN SCHROEDER
7/19/2023	7/21/2023	EVEREST EMERGENCY VEHICLE	\$298.95	RYAN SCHROEDER
7/24/2023	7/25/2023	SQ *REZURRECTION DETAIL S	\$311.35	RYAN SCHROEDER
7/24/2023	7/26/2023	SHAMROCKS IRISH NOOK	\$19.74	RYAN SCHROEDER
7/27/2023	7/28/2023	FIRE- DEX GW	\$77.00	RYAN SCHROEDER
7/27/2023	7/28/2023	FIRE- DEX GW	\$417.25	RYAN SCHROEDER
7/14/2023	7/17/2023	ODP BUS SOL LLC # 101090	\$254.28	STEPHANIE SHEA
7/20/2023	7/21/2023	AMAZON.COM*933KY2OR3 AMZN	\$54.96	STEPHANIE SHEA
7/20/2023	7/21/2023	CINTAS CORP	\$83.10	STEPHANIE SHEA
7/24/2023	7/25/2023	THOMSON WEST*TCD	\$667.32	STEPHANIE SHEA
7/25/2023	7/26/2023	GALLS	\$768.80	STEPHANIE SHEA
7/27/2023	7/28/2023	CINTAS CORP	\$83.10	STEPHANIE SHEA
7/18/2023	7/19/2023	MINNESOTA ASSOC OF GOVERN	\$240.00	JOE SHEERAN
7/17/2023	7/18/2023	AMZN MKTP US*TA3TE1HX3	\$9.27	KAYLA SPANDE
7/18/2023	7/19/2023	AMZN MKTP US*SI1LV0YE3	\$79.00	KAYLA SPANDE

## Purchasing Card Items

<u>Transaction Date</u>	<u>Posting Date</u>	<u>Merchant Name</u>	<u>Transaction Amount</u>	<u>Name</u>
7/18/2023	7/19/2023	AMZN MKTP US*LI46Q5SM3	\$13.86	KAYLA SPANDE
7/18/2023	7/20/2023	OFFICEMAX/DEPOT 6164	\$10.99	KAYLA SPANDE
7/19/2023	7/20/2023	AMZN MKTP US*TA4DN60O3	\$32.55	KAYLA SPANDE
7/20/2023	7/24/2023	OFFICEMAX/DEPOT 6164	\$6.19	KAYLA SPANDE
7/25/2023	7/28/2023	DALCO ENTERPRISES	\$72.12	KAYLA SPANDE
7/14/2023	7/20/2023	BCA TRAINING EDUCATION	(\$315.00)	JOSEPH STEINER
7/16/2023	7/17/2023	SP SAFARILAND	\$343.60	BRIAN TAUZELL
7/18/2023	7/20/2023	DUNAWAY CUSTOM ARMS LLC	\$2,149.95	BRIAN TAUZELL
7/19/2023	7/20/2023	AMAZON.COM*ZW14431J3 AMZN	\$28.89	BRIAN TAUZELL
7/23/2023	7/24/2023	END OF THE ROAD, INC.	\$67.80	BRIAN TAUZELL
7/20/2023	7/21/2023	AN FORD WHITE BEAR LAK	\$492.55	MATT WOHRLE
7/21/2023	7/24/2023	KENS AUTO REPAIR LLC	\$95.83	MATT WOHRLE
7/21/2023	7/24/2023	NTE 5413	\$265.97	MATT WOHRLE
7/17/2023	7/18/2023	GENERAL SAFETY EQUIPMENT	\$166.64	BOON XIONG
7/18/2023	7/19/2023	BOYER FORD TRUCKS	\$369.99	BOON XIONG
7/18/2023	7/19/2023	AN FORD WHITE BEAR LAK	\$333.08	BOON XIONG
7/18/2023	7/20/2023	AN FORD WHITE BEAR LAK	\$535.74	BOON XIONG
7/19/2023	7/20/2023	AN FORD WHITE BEAR LAK	\$143.00	BOON XIONG
7/20/2023	7/21/2023	AN FORD WHITE BEAR LAK	(\$535.74)	BOON XIONG
7/20/2023	7/24/2023	AN FORD WHITE BEAR LAK	\$286.00	BOON XIONG
7/24/2023	7/25/2023	MACQUEEN EQUIPMENT GROUP	\$58.44	BOON XIONG
7/25/2023	7/26/2023	WHEELCO NEWPORT	\$254.05	BOON XIONG
7/26/2023	7/27/2023	WHEELCO NEWPORT	\$96.90	BOON XIONG
7/27/2023	7/28/2023	BOYER FORD TRUCKS	\$13.56	BOON XIONG
7/17/2023	7/18/2023	LIFE ASSIST INC	\$854.49	ERIC ZAPPA
			<u>\$54,708.74</u>	



**CITY COUNCIL STAFF REPORT**

Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager

**REPORT FROM:** Elizabeth Hammond, Planner

**PRESENTER:** Danette Parr, Community Development Director

**AGENDA ITEM:** Conditional Use Permit Review, Justice Alan Page Elementary School, 2410 Holloway Avenue

**Action Requested:**  Motion  Discussion  Public Hearing

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

**Policy Issue:**

The conditional use permit for Justice Alan Page Elementary School, located at 2410 Holloway Avenue, is due for review.

**Recommended Action:**

Motion to approve the CUP review for Justice Alan Page Elementary, located at 2410 Holloway Avenue, and review again in one year.

**Fiscal Impact:**

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

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

**Strategic Plan Relevance:**

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

City ordinance requires conditional use permits to be reviewed by the council within one year of initial approval unless such review is waived by council decision. At the one-year review, the council may specify an indefinite or specific term for subsequent reviews, not to exceed five years.

**Background:**

The city approved a conditional use permit to construct a new educational institution on June 8, 2020. While the project is complete, there are still erosion control blankets on the site, and the city's environmental planner will inspect the rain gardens and trees planted before the growing season is over. Other than these items, the site complies with all the conditions required by the conditional

use permit. There are no concerns from staff regarding the project. Staff recommends reviewing the project in one year to ensure the trees and rain gardens are established.

#### Timeline/Previous Actions

June 8, 2020: The City Council approved the conditional use permit and design plans for a new elementary school to be constructed.

October 11, 2021: The city council reviewed the conditional use permit and agreed to review it again in one year.

#### **Conclusion:**

The Staff recommends reviewing this CUP again in one year to review site conditions.

#### Reference Information

##### *Site Description*

Site Size: 19.86 Acres

##### *Surrounding Land Uses*

North: Holloway Avenue/ Residential Homes (North St. Paul)

South: Residential Homes (North St. Paul)

East: Single-Dwelling Residential Homes

West: Lakewood Drive/Single-Dwelling Residential Homes

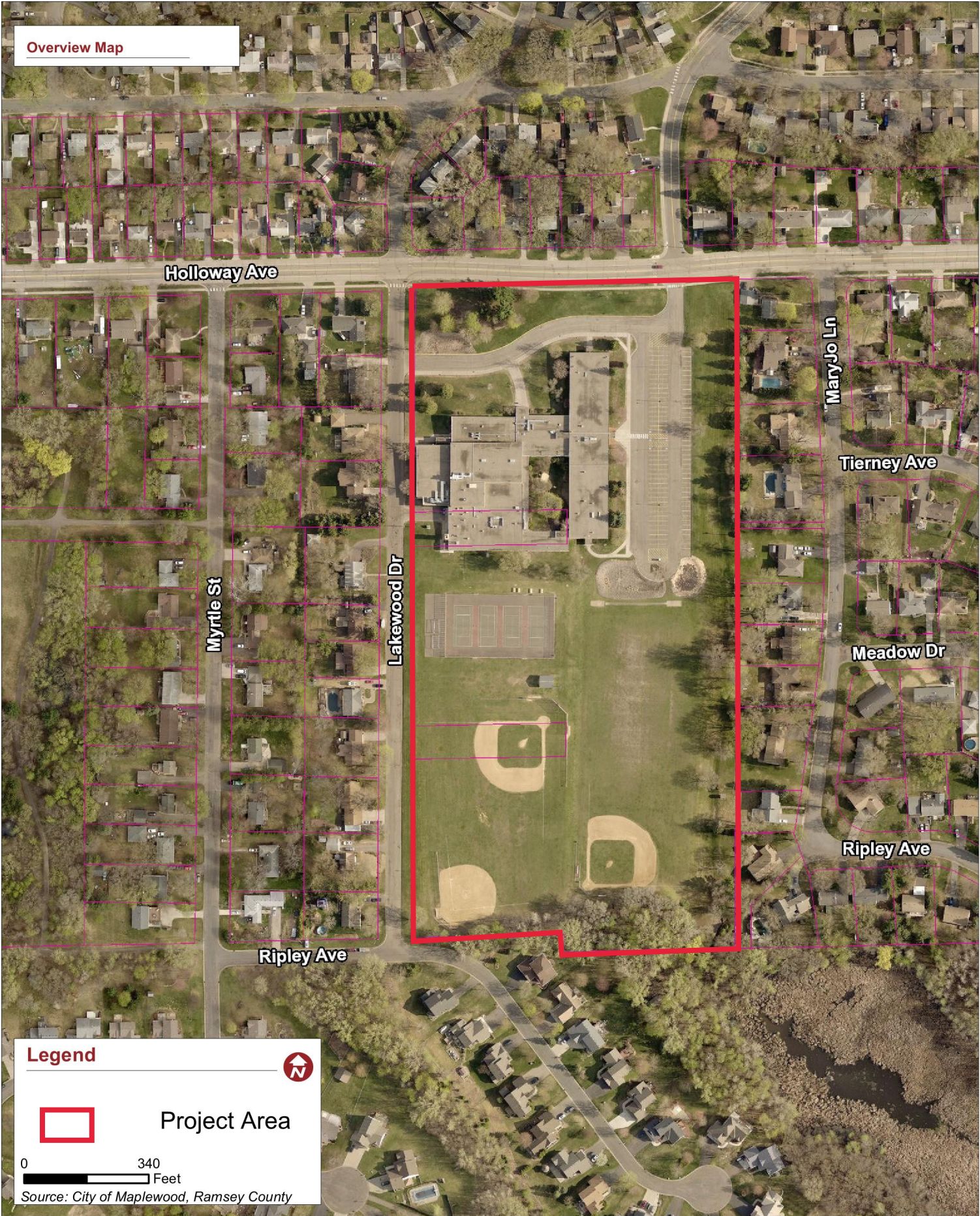
##### *Planning*

Existing Land Use: Institutional

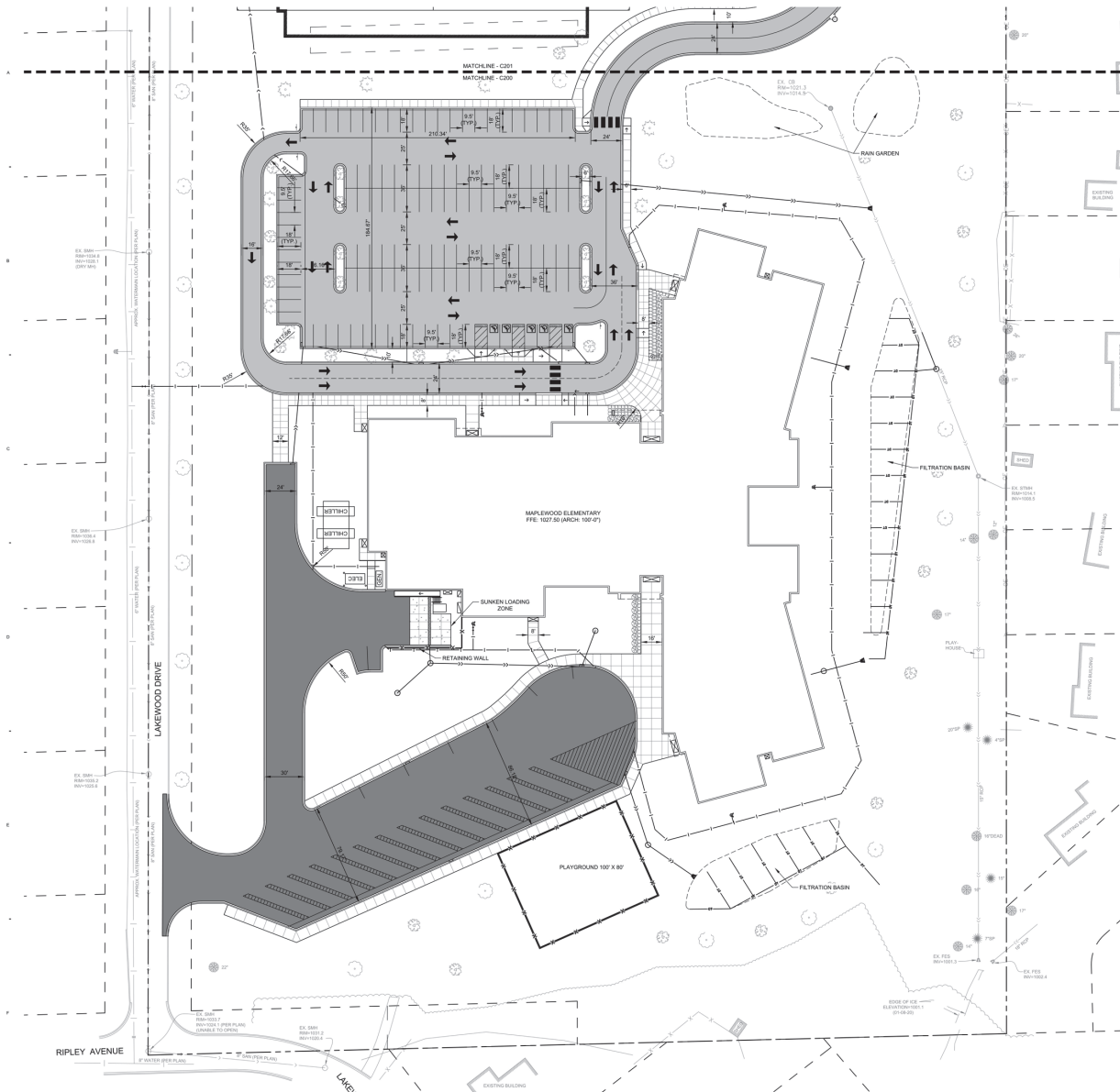
Existing Zoning: Single-Dwelling Residential

#### **Attachments:**

1. Overview Map
2. Site Plan
3. City Council Meeting Minutes, Dated June 8, 2020



MN



**SYMBOL LEGEND**

- NEW LIGHT DUTY BITUMINOUS PAVEMENT SEE DETAIL 1C000
- NEW HEAVY DUTY BITUMINOUS PAVEMENT SEE DETAIL 2C000
- NEW LIGHT DUTY CONCRETE PAVEMENT SEE DETAIL 3C000
- NEW HEAVY DUTY CONCRETE PAVEMENT SEE DETAIL 4C000
- NEW AG-LIME SEE DETAIL 1C000
- NEW STOOP APRON SEE STRUCTURAL/ARCHITECTURAL
- NEW CHAIN LINK FENCE SEE PLAN FOR HEIGHT
- PAVEMENT MARKINGS

**KEY NOTES**

- ① NEW LIGHT DUTY BITUMINOUS PAVEMENT, DETAIL 1C000
- ② NEW HEAVY DUTY BITUMINOUS PAVEMENT, DETAIL 2C000
- ③ NEW LIGHT DUTY CONCRETE PAVEMENT, DETAIL 3C000
- ④ NEW HEAVY DUTY CONCRETE PAVEMENT, DETAIL 4C000
- ⑤ NEW BURMOUNTABLE CURB, DETAIL 5C000
- ⑥ NEW 8x12 CONCRETE CURB, DETAIL 6C000
- ⑦ TRANSITION CURB
- ⑧ NEW AG-LIME, DETAIL 1C000
- ⑨ NEW TRENCH DRAIN, DETAIL 8C000
- ⑩ NEW RETAINING WALL, DETAIL 9C000
- ⑪ NEW PARKING SIGN AND POST, DETAIL 10C000
- ⑫ ADA PARKING
- ⑬ NO PARKING ACCESSIBLE
- ⑭ ADA LOADING ZONE
- ⑮ STOP SIGN
- ⑯ BUSES ONLY
- ⑰ NEW FLAG POLE, DETAIL 11C000
- ⑱ NEW ACCESSIBLE CURB RAMP
- Ⓐ TYPE 1, DETAIL 12A000
- Ⓑ TYPE 2, DETAIL 12B000
- Ⓒ TYPE 3, DETAIL 12C000
- Ⓓ NEW CHAIN LINK BACKSTOP, DETAIL 13C000
- Ⓔ NEW 4' HEIGHT CHAIN LINK FENCE, DETAIL 20C000
- Ⓕ NEW 6' MAINTENANCE STRIP, DETAIL 40C000
- Ⓖ NEW 6' HEIGHT CHAIN LINK FENCE, DETAIL 10C000
- Ⓗ MATCH EXISTING CURB, DETAIL X0000
- Ⓘ NEW VALLEY GUTTER, DETAIL X0000
- Ⓜ NEW CONCRETE DRIVEWAY APRON, DETAIL 30C000
- Ⓝ SEE MECHANICAL
- Ⓞ SEE ELECTRICAL
- Ⓟ SEE ARCHITECTURAL

**NEW MAPLE WOOD ELEMENTARY SCHOOL**

2410 Holloway Ave E  
Maplewood, MN 55109

**INDEPENDENT SCHOOL DISTRICT #622**  
2500 12th Ave E  
North St. Paul, MN 55109



**WOLD ARCHITECTS AND ENGINEERS**  
102 Hudson Avenue, Suite 200  
St. Paul, MN 55101

www.wold.com | 651 227 7773

**Larson Engineering Inc.**  
3524 Labors Road  
White Bear Lake, MN 55110  
651 481 9322 (F) 651 481 3001  
www.larsoneng.com

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota.

Chris A. Larson, P.E.  
Date: 04.29.20 Lic. No.: 23793

Revision	Date	Notes

Comp: J200108  
Date: 04.29.20  
Draw: J200108  
Check: GAB

**PAVING AND DIMENSION PLAN - SOUTH**

**CITY SUBMITTAL**  
**NOT FOR CONSTRUCTION**



**C200**

G2, Attachment 2



**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, June 8, 2020  
Held Remotely Via Conference Call  
Meeting No. 11-20

**J. CONSENT AGENDA**

- 2. New Maplewood Elementary School, 2410 Holloway Avenue East**
  - a. Conditional Use Permit Resolution**
  - b. Design Review Resolution**

Community Development Director Thomson gave the report. Sean Kelly with Wold Architects gave further information.

Councilmember Juenemann moved to approve the resolution for a conditional use permit for a new elementary school to be constructed at 2410 Holloway Avenue East.

Resolution 20-06-1825  
CONDITIONAL USE PERMIT RESOLUTION

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

Section 1. Background.

- 1.01 Independent School District 622 has requested approval of a conditional use permit for a new elementary school building.
- 1.02 The property is located at 2410 Holloway Avenue East and is legally described as:

Tract A

The East 174 feet of the North 250 feet of the West 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 29, Range 22 West, according to the United States Government Survey thereof, subject to the rights of the public in the North 33 feet thereof for Holloway Avenue, said tract being also described as Lot 1, Block 1, Wiesner Park, together with abutting south half of Holloway Avenue, according to the plat of said Wiesner Park on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.

Tract B

The West 1/4 of the Northeast 1/4 of the Southwest 1/4, Section 13, Township 29, Range 22, according to the United States Government Survey thereof, except the East 174 feet of the North 250 feet thereof, subject to the rights of the public in the North 33 feet thereof for Holloway Avenue and in the West 33 feet thereof for Meyer Avenue, said tract being described as all of Wiesner Park, except Lot 1, Block 1 thereof and except the south half of Holloway Avenue abutting upon said Lot 1, Block 1, according to the plat of said Wiesner Park on file and of record in the

office of the Register of Deeds in and for Ramsey County, Minnesota.

Tract C

The East 1/2 of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 29, Range 22, Ramsey County, Minnesota, according to the United States Government Survey thereof, subject to the rights of the public in the North 33 feet thereof for Holloway Avenue.  
(Abstract Property)

Section 2. Standards.

2.01 City Ordinance Section 44-1092(3) requires a Conditional Use Permit for Educational Institutions.

2.02 General Conditional Use Permit Standards. City Ordinance Section 44-1097(a) states that the City Council must base approval of a Conditional Use Permit on the following nine standards for approval.

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

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 May 19, 2020, the planning commission held a public hearing. The city staff published a hearing notice in the Pioneer Press and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approve this resolution.
2. On June 8, 2020, the city council discussed this resolution. They considered reports and recommendations from the planning commission and city staff.

Section 5. City Council

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

1. Adherence to the design and site plans date-stamped April 22, 2020. The director of community development may approve minor changes.
2. The proposed construction must be started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. Comply with all city ordinance requirements for signage.
5. Parking on Lakewood Drive North for any school-related events is limited to the east side of the street.
6. Provide year-round screening adjacent to the south and east property lines to the homes aligned with either the parking lot or new school building and along the west property line adjacent to the school's loading dock and chiller equipment.

Seconded by Councilmember Neblett

Ayes – All, via roll call

The motion passed.



**CITY COUNCIL STAFF REPORT**

Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager

**REPORT FROM:** Elizabeth Hammond, Planner

**PRESENTER:** Danette Parr, Community Development Director

**AGENDA ITEM:** Conditional Use Permit Review, Carver Elementary School, 2680 Upper Afton Road East

**Action Requested:**  Motion  Discussion  Public Hearing

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

**Policy Issue:**

The conditional use permit for Carver Elementary School, located at 2680 Upper Afton Road East, is due for review.

**Recommended Action:**

Motion to approve the CUP review for Carver Elementary School, located at 2680 Upper Afton Road East, and review again only if a problem arises or a significant change is proposed.

**Fiscal Impact:**

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

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

**Strategic Plan Relevance:**

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

City ordinance requires conditional use permits to be reviewed by the council within one year of initial approval unless such review is waived by council decision. At the one-year review, the council may specify an indefinite or specific term for subsequent reviews, not to exceed five years.

**Background:**

The city approved a conditional use permit for building additions and overall remodeling of the elementary school building located at 2680 Upper Afton Road East on October 28, 2019. The project is completed and in good standing with the city. The property has been inspected, and the conditions of the CUP have been achieved. Staff does not find any reason to continue reviewing the CUP unless a problem arises or a significant site change is proposed.

### Timeline/Previous Actions

October 28, 2019: The City Council approved the conditional use permit and design plans for building additions and remodeling at the school.

October 26, 2020: The city council reviewed the conditional use permit and agreed to review it again in one year.

May 23, 2022: The city council reviewed the conditional use permit and agreed to review it again in one year.

### **Conclusion:**

The Staff recommends approving the CUP reviews and reviewing again only if a problem arises or a significant change is proposed.

### Reference Information

#### *Site Description*

Site Size: 9.55 Acres

#### *Surrounding Land Uses*

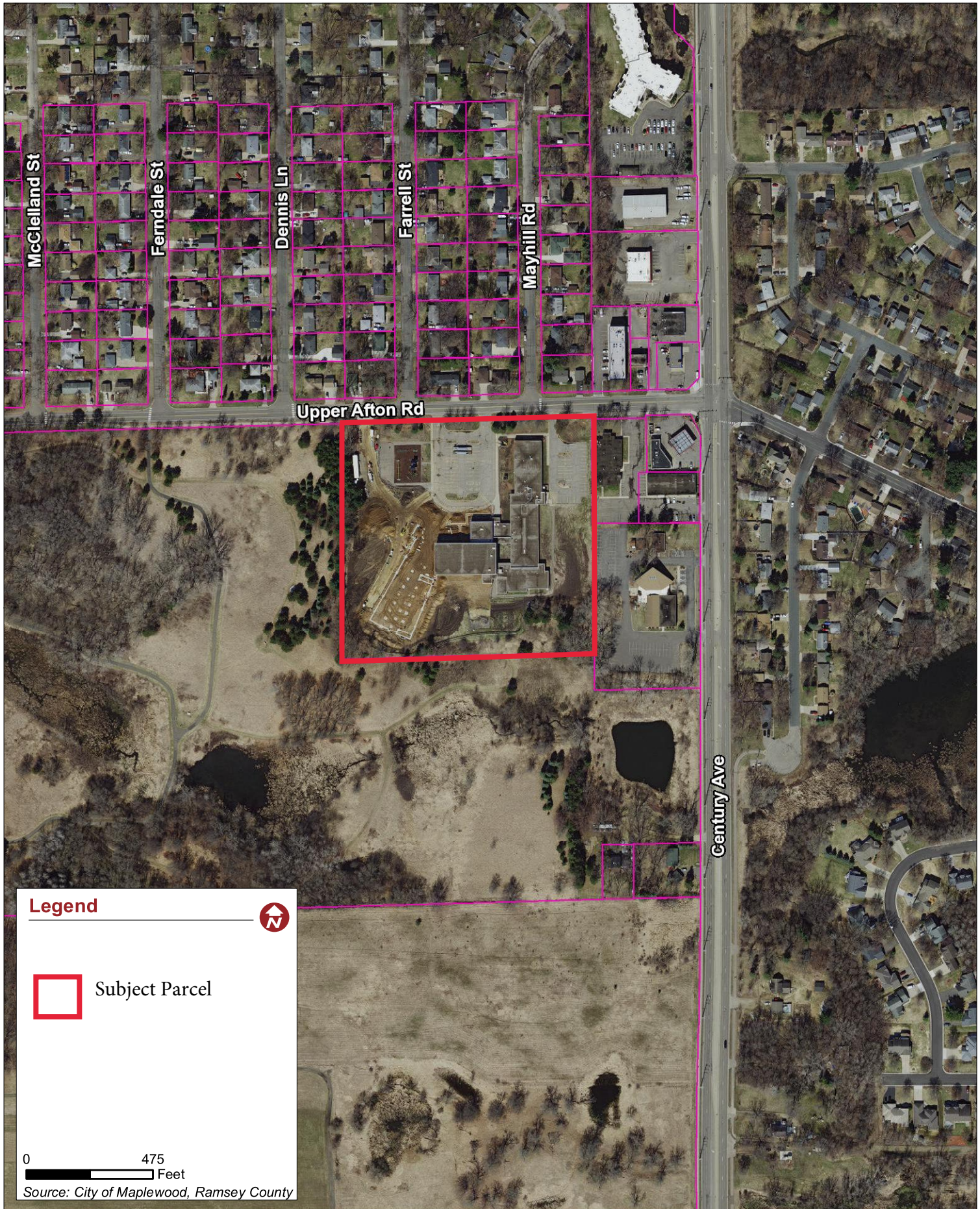
North: Single-Dwelling Residential Homes  
South: Ramsey County Open Space  
East: Medical Office/Religious Facility  
West: Ramsey County Open Space

#### *Planning*

Existing Land Use: Institutional  
Existing Zoning: F, Farm Residential

### **Attachments:**

1. Overview Map
2. Site Plan
3. City Council Meeting Minutes, Dated October 28, 2019



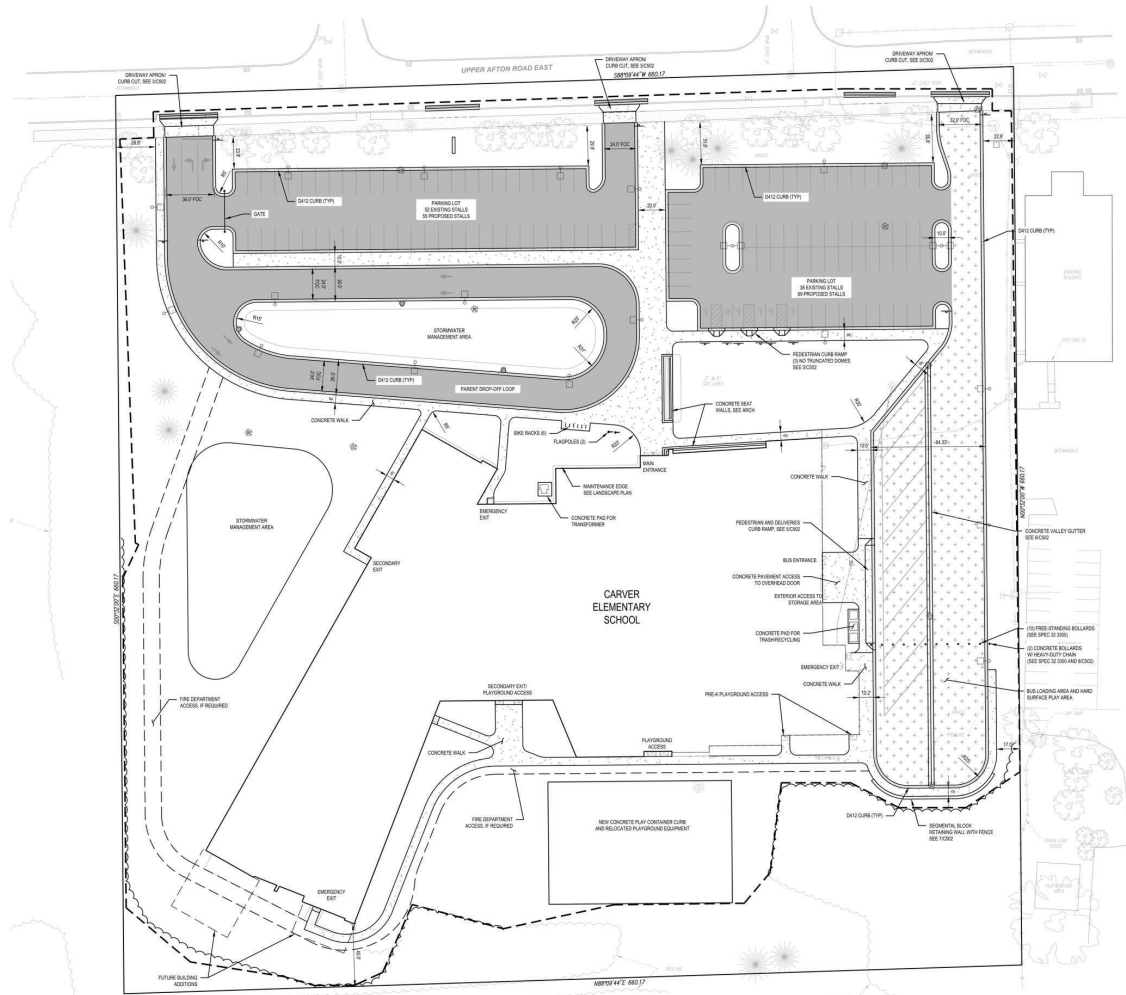
Legend



Subject Parcel



Source: City of Maplewood, Ramsey County



- LEGEND**
- STANDARD CURB BITUMINOUS PAVEMENT SEE DETAIL T-1026
  - HEAVY DUTY BITUMINOUS PAVEMENT SEE DETAIL T-1026
  - CONCRETE WALKWAY PAVEMENT SEE DETAIL T-1026
  - NEW TREE LINE AFTER CLEAR AND GRUB
  - PLANTER
  - BIKE RACK
  - SITE LIGHT SEE ELECTRICAL

- GENERAL NOTES**
1. SIDEWALKS SHALL BE SET ON STEEL BRIMMING TO BE REVEALED ON SITE.
  2. REFER TO LOG FOR PERMANENT TREE ESTABLISHMENT REQUIREMENTS.

**SITE SUMMARY**

TOTAL SCHOOL PROPERTY AREA = 1.84 ACRES  
 PROJECT FOOTPRINT AREA = 4.8 ACRES  
 EXISTING IMPAVED SURFACE AREA = 1.64 ACRES (PVI)  
 PROPOSED IMPAVED SURFACE AREA = 4.0 ACRES (SPL)

STORMWATER RUN OFF RATE		PROPOSED CONDITIONS	
2 YEAR	10 YEAR	2 YEAR	10 YEAR
18.45 CFS	34.4 CFS	3.84 CFS	7.07 CFS
40.33 CFS	74.07 CFS	4.07 CFS	7.87 CFS

\*CONCRETE STORMWATER RETENTION AND COLLECTION SHALL BE PROVIDED WHEN PERMIT APPLICATION IS MADE TO THE APPLICABLE JURISDICTION WITHIN THE APPLICABLE DISTRICT.



751 Washington Ave. N, Ste 201, Minneapolis, MN 55412 | (612) 338-2220

CLIENT:  
**School District 622**  
 NORTH ST. PAUL | MAPLEWOOD | OAKDALE  
*Ready for tomorrow*

3888 UPPER AFTON ROAD, NORTHWOOD, MN 55119

THIS SQUARE APPROVES 15%<sup>1/2</sup> OFFSHOOTS SHEETS

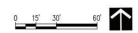
**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 09/17/2019

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No.	Revision	Date
2	CITY SUBMITTAL	09/17/2019
1	ISSUE FOR PERMIT	09/17/2019
No.	Issued For	Date

PROJECT NAME:  
**CARVER ELEMENTARY SCHOOL ADDITION AND RENOVATION**

DRAWING TITLE:  
**SITE PLAN**



FILE: \\0004680-Dwgs\Bent\18254\1718.dwg  
 DRAWN BY: GAG  
 CHECKED BY: GAG  
 PLOT NO:  
 DRAWING NO: **C201**

G3, Attachment 2

**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, October 28, 2019  
City Hall, Council Chambers  
Meeting No. 20-19

**J. NEW BUSINESS**

- 2. Carver Elementary School Addition and Remodel, 2680 Upper Afton Road East**
  - a. Conditional Use Permit Amendment Resolution**
  - b. Design Review**

Community Development Director Thomson gave the report. Troy Miller with LHB Architects address the council to give additional information. Commissioner Kempe addressed the council to give the reports for the Community Design Review Board and Planning Commission.

Councilmember Juenemann moved to approve the conditional use permit amendment resolution for a school in the farm residential zoning district for a building addition and remodel to Carver Elementary School located at 2680 Upper Afton Road East.

Resolution 19-10-1745  
Conditional Use Permit Amendment Resolution

WHEREAS, Independent School District No. 622 is requesting that the City of Maplewood approve an amendment to its conditional use permit to allow a building addition and site plan changes.

WHEREAS, this permit applies to the property located at 2680 Upper Afton Road. The legal description of the property is:

Beginning at a point twenty (20) rods west of the Northeast corner of the North Half of the Southeast Quarter (N ½ of the SE ¼) of Section One (1), Township twenty eight (28), Range Twenty two (22); thence South forty (40) rods; thence West forty (40) rods; thence North forty (40) rods; thence East forty (40) rods to the point of beginning. (PIN 1-28-22-41-0005)

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

1. On October 15, 2019, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approve the conditional use permit.
2. On October 28, 2019, the city council discussed the conditional use permit. They considered reports and recommendations from the planning commission and city staff.

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

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

Approval is subject to the following conditions:

1. The city council shall review this permit in one year.
2. All construction shall follow the design plans approved by the city and date-stamped October 1, 2019. The director of community development may approve minor changes.
3. The proposed construction must be started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
4. Comply with all city ordinance requirements for signage.

Seconded by Councilmember Neblett

Ayes – All

The motion passed.

**CITY COUNCIL STAFF REPORT**

Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager

**REPORT FROM:** Elizabeth Hammond, Planner

**PRESENTER:** Danette Parr, Community Development Director

**AGENDA ITEM:** Conditional Use Permit Review, John Glenn Middle School, 1560 County Road B East

**Action Requested:**  Motion  Discussion  Public Hearing

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

**Policy Issue:**

The conditional use permit for John Glenn Middle School, located at 1560 County Road B East, is due for review.

**Recommended Action:**

Motion to approve the CUP review for John Glenn Middle School, located at 1560 County Road B East, and review again only if a problem arises or a significant change is proposed.

**Fiscal Impact:**

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

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

**Strategic Plan Relevance:**

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

City ordinance requires conditional use permits to be reviewed by the council within one year of initial approval unless such review is waived by council decision. At the one-year review, the council may specify an indefinite or specific term for subsequent reviews, not to exceed five years.

**Background:**

The city approved a conditional use permit for building additions and overall remodeling of the middle school building located at 1560 County Road B East on February 10, 2020. The project is completed and in good standing with the city. The property has been inspected, and the conditions of the CUP have been achieved. Staff does not find any reason to continue reviewing the CUP unless a problem arises or a significant site change is proposed.

### Timeline/Previous Actions

February 10, 2020: The City Council approved the conditional use permit and design plans for building additions and remodeling at the school.

March 8, 2021: The city council reviewed the conditional use permit and agreed to review it again in one year.

May 23, 2022: The city council reviewed the conditional use permit and agreed to review it again in one year.

### **Conclusion:**

The Staff recommends approving the CUP review and reviewing again only if a problem arises or a significant change is proposed.

### Reference Information

#### *Site Description*

Site Size: 15.67 Acres

#### *Surrounding Land Uses*

North: County Road B/Single-Dwelling Residential

South: Gateway Trail/Single-Dwelling Residential

East: Single-Dwelling Residential Homes

West: Hazelwood Street/Multi-Dwelling Residential/Single-Dwelling Residential

#### *Planning*

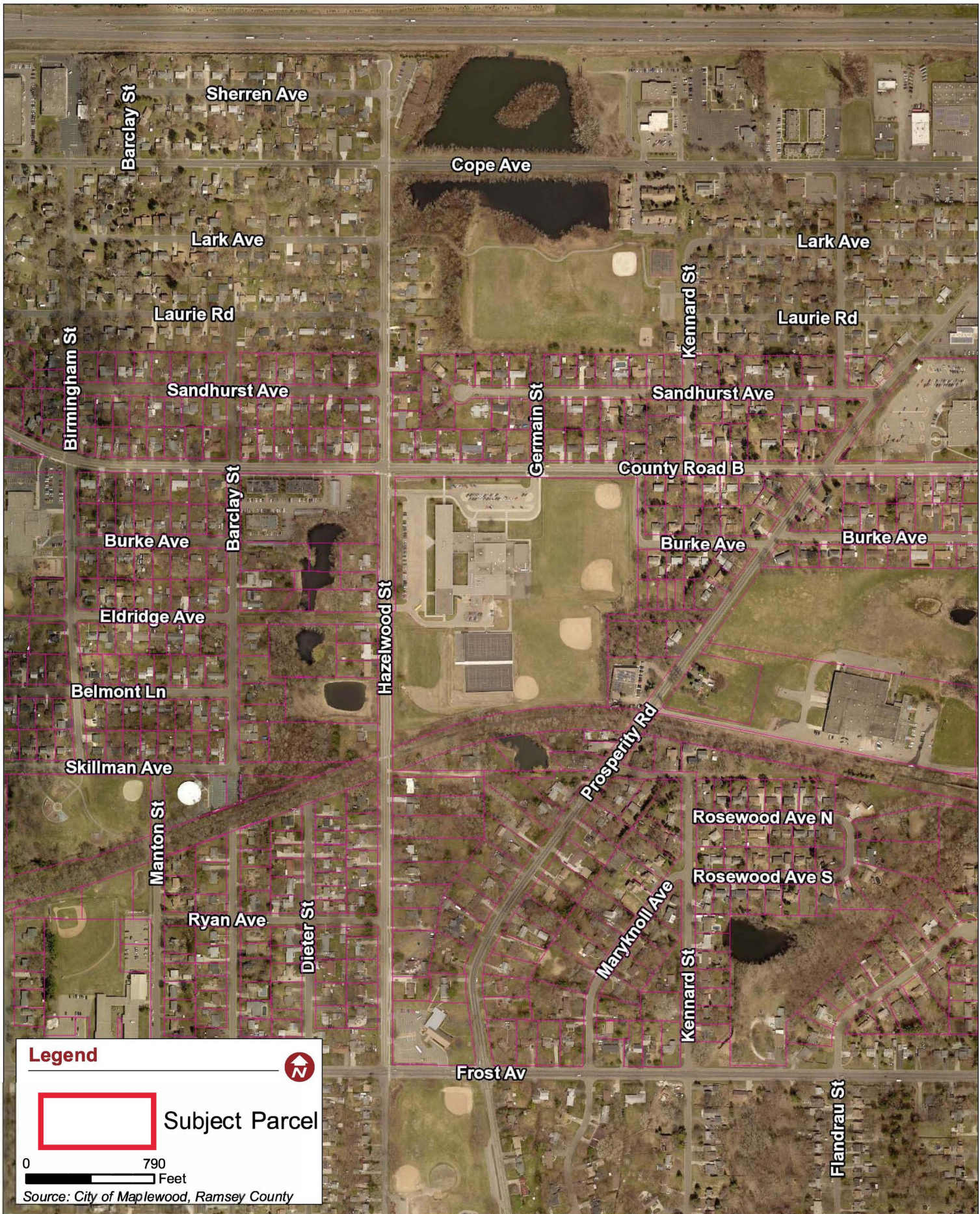
Existing Land Use: Institutional

Existing Zoning: R1, Single Dwelling Residential

### **Attachments:**

1. Overview Map
2. Site Plan
3. City Council Meeting Minutes, Dated February 10, 2020







**MINUTES  
MAPLEWOOD CITY COUNCIL**

7:00 P.M. Monday, February 10, 2020  
Resumed at 6:00 P.M. Wednesday, February 12, 2020  
City Hall, Council Chambers  
Meeting No. 03-20

**J. NEW BUSINESS**

1. **John Glenn Middle School, 1560 County Road B East**
  - a. **Conditional Use Permit Amendment Resolution**
  - b. **Design Review Resolution**

Community Development Director Thomson gave the staff report. Mike Boland, Operations Supervisor with ISD 622 and Chris Bubser, Senior Technical Architect with LHB addressed the council to give additional information on the project.

Councilmember Juenemann moved to approve the resolution for a conditional use permit amendment for John Glenn Middle School, 1560 County Road B East.

Resolution 20-02-1785  
Conditional Use Permit Amendment

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

Section 1. Background.

- 1.01 Independent School District No. 622 is requesting the City of Maplewood approve an amendment to its conditional use permit to allow a building addition and site plan changes.
- 1.02 The property located at 1560 County Road B East is legally described as:  
  
VAC STS ACCRUING AND FOL WITH 66 FT ESMT TO PROSPERITY RD THE W 139 9/10 FT OF LOT 3 AND ALL OF LOTS 1 AND 2 BLK 7 SABIN GARDEN LOTS AND ALL OF SD MEMBREZ ADD

Section 2. Standards.

- 2.01 City Ordinance Section 44-1092(3) requires a Conditional Use Permit for any institution of any educational, philanthropic or charitable nature; cemetery, crematory or mausoleum.
- 2.02 General Conditional Use Permit Standards. City Ordinance Section 44-1097(a) states that the City Council must base approval of a Conditional Use Permit on the following nine standards for approval.
  1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.

2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would not exceed the design standards of any affected street.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

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 amendment request.

1. On January 21, 2020, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approve this resolution.
2. On February 10, 2020, the city council discussed this resolution. They considered reports and recommendations from the planning commission and city staff.

Section 5. City Council

5.01 The city council hereby approved 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. The city council shall review this permit in one year.
2. All construction shall follow the design plans approved by the city and date-stamped December 24, 2019. The director of community development may approve minor changes.
3. The proposed construction must be started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
4. Comply with all city ordinance requirements for signage.

Seconded by Councilmember Neblett

Ayes – All

The motion passed.

**CITY COUNCIL STAFF REPORT**

Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager  
**REPORT FROM:** Elizabeth Hammond, Planner  
**PRESENTER:** Danette Parr, Community Development Director  
**AGENDA ITEM:** Conditional Use Permit Review, Family Auto Sales, 1065 Highway 36

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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 conditional use permit for Family Auto Sales, located at 1065 Highway 36, is due for review.

**Recommended Action:**

Motion to approve the CUP review for Family Auto Sales, located at 1065 Highway 36, and review again only if a problem arises or a significant change is proposed.

**Fiscal Impact:**

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

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

**Strategic Plan Relevance:**

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

City ordinance requires conditional use permits to be reviewed by the council within one year of initial approval unless such review is waived by council decision. At the one-year review, the council may specify an indefinite or specific term for subsequent reviews, not to exceed five years.

**Background:**

The city approved a conditional use permit for used auto sales of up to nine vehicles on June 11, 2018. There had been questions about the number of cars on the site. Staff met with the business owner and property owner, and it was clarified that some of the vehicles on the site are related to the other tenants' leasing space in the multi-tenant building. Since then, the auto sales business has clearly identified the cars for sale with signage in the windows of those vehicles. Other vehicles on the site not identified are either related to the customers or employees that visit this site. The property has been inspected, and the conditions of the CUP have been achieved. Staff does not

find any reason to continue reviewing the CUP unless a problem arises or a significant site change is proposed.

#### Timeline/Previous Actions

June 11, 2018: The City Council approved the conditional use permit for the property.

December 9, 2019: The city council reviewed the conditional use permit and agreed to review it again in one year.

October 11, 2021: The city council reviewed the conditional use permit and agreed to review it again in one year.

#### **Conclusion:**

Staff recommends approving the CUP review and reviewing again only if a problem arises or a significant change is proposed.

#### Reference Information

##### *Site Description*

Site Size: 1 Acre

##### *Surrounding Land Uses*

North: Parking Lot/Single-Dwelling Residential

South: Highway 36

East: Retail Auto Sales/Manufacturing

West: Religious Facility

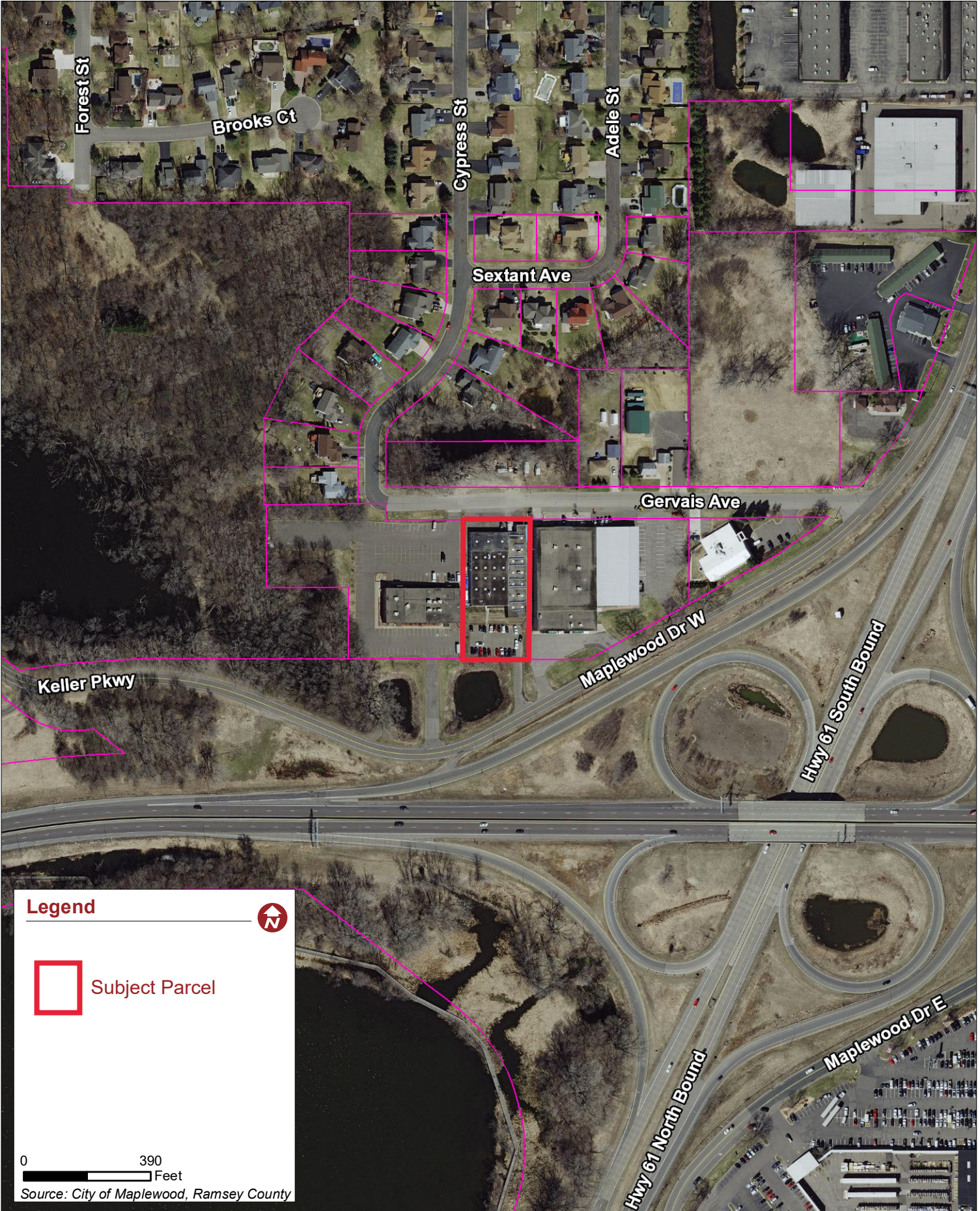
##### *Planning*

Existing Land Use: Commercial

Existing Zoning: M1, Light Manufacturing

#### **Attachments:**

1. Overview Map
2. City Council Meeting Minutes, Dated June 11, 2018



**Legend**



Subject Parcel



Source: City of Maplewood, Ramsey County



**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, June 11, 2018  
Maplewood City Hall – Council Chambers  
Meeting No.11-18

**J. NEW BUSINESS**

- 2. Family Auto Sales, 1065 Highway 36 East**
  - a. Conditional Use Permit Resolution**
  - b. Variance Resolution**

City Manager Coleman introduced the report. Environmental Planner Finwall gave the staff report. Commissioner Eads addressed the council to give the Planning Commission report. Antonio Martinez, owner of Family Auto Sales address the council to answer questions.

Councilmember Smith moved to approve the conditional use permit resolution which outlines the conditions required to sell up to nine used motor vehicles within the Light Manufacturing (M-1) zoning district at 1065 Highway 36 East.

Resolution 18-06-1577  
Conditional Use Permit Resolution

WHEREAS, Antonio Martinez, Family Auto Sales, has applied for a conditional use permit for used motor vehicle sales at 1065 Highway 36.

WHEREAS, Sections 44-512 (5) of the city ordinances requires a conditional use permit for used motor vehicle sales in the Light Manufacturing (M-1) zoning district.

WHEREAS, the conditional use permit is for the property at 1065 Highway 36.

WHEREAS, the legal description for the property is: That part of the West 141 feet of the East 491 feet of the Southwest Quarter (SW1/4) of Section 9, Township 29, Range 22, lying Northerly of State Trunk Highway No. 36-118, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota. (PIN 09-29-22-31-0002).

WHEREAS, the property identification number for the property is 09-29-22-31-0002

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

1. On May 15, 2018, the planning commission held a public hearing. The city staff published a notice in the paper 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 also considered the reports and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On June 11, 2018, the city council considered reports and recommendations of the city staff and planning commission.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

1. Used motor vehicles sales is limited to nine parking spaces on the south parking lot.
2. Used motor vehicle sales is limited to Monday through Saturday, from 9 a.m. to 6 p.m.
3. Exterior improvements are limited to lighting and parking lot striping.
4. The applicant must submit a revised site plan which shows the required accessible parking stalls.
5. The applicant must submit a revised lighting plan which shows the following details:
  - a. The style of the wall pack lights.
  - b. The style and height of the freestanding light.
  - c. A note on the plan that indicates the exterior lights on the north side of the

building will automatically shut off at 8 p.m.

6. The garage bay is to be used for detailing, vacuuming, waxing, windshield repair, and minor repairs for inventory vehicles only.
7. The garage bay door must be closed when in use.
8. Test drives shall be limited to the frontage road with drives through the residential neighborhood prohibited.
9. Vehicle deliveries and transport unloading shall be done on site and not along public streets.
10. The applicant must obtain a building permit for interior improvements.
11. The applicant must obtain a Used Car Dealer business license.
12. Any signs shall be installed in accordance with the Maplewood Sign Ordinance.

The city council shall review this permit in one year.

Seconded by Councilmember AbramsAyes

–Mayor Slawik, Council  
Members Abrams, Smith  
and Xiong  
Nayes – Councilmember Juenemann

The motion passed.

**CITY COUNCIL STAFF REPORT**  
Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager

**REPORT FROM:** Brian Bierdeman, Public Safety Director

**PRESENTER:** Brian Bierdeman, Public Safety Director

**AGENDA ITEM:** 2023 – 2025 School Resource Officer Agreement with Independent School District 622

**Action Requested:**  Motion       Discussion       Public Hearing

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

**Policy Issue:**

City Council approval is requested to sign the contract with Independent School District 622 to provide School Resource Officer services for the next two years.

**Recommended Action:**

Motion to approve the 2023 – 2025 School Resource Officer Agreement with Independent School District 622.

**Fiscal Impact:**

Is There a Fiscal Impact?     No     Yes, the true or estimated cost is \$216,370.00

    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

City Council approval is required to sign the agreement.

**Background:**

For the past several decades, the Maplewood Police Department has provided School Resource Officer services to Independent School District 622. The school district in return has paid the City of Maplewood part of the salary costs for the officer assigned to this position. The city is responsible to pay the officer's salary, benefits and training costs, and the school district will contribute \$104,407.00 in the 2023-2024 school year and \$111,963.00 in the 2024-2025 school year for a total contribution of \$216,370.00.

**Attachments:**

1. 2023 - 2025 School Resource Officer Agreement with Independent School District 622



# School District 622

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## SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (the "Agreement") dated July 19, 2023 is by and between the City of Maplewood and Independent School District 622.

### RECITALS

**WHEREAS**, the School District and the City are both corporate bodies politic under the Laws of the State of Minnesota: and

**WHEREAS**, both the City and District desire to enter this agreement for the provision of law enforcement services by Maplewood to the District: and

**WHEREAS**, this Agreement is authorized and provided for by Minnesota Statutes 471.59.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

#### 1. Purpose

The City and School District will collaborate on law enforcement services provided by a School Resource Officer. Both the City and School District have determined that the law enforcement provided by the SRO is beneficial to school and community safety and promotes collaboration between the City, District, parents and students. This Agreement is intended, in part, to set forth the terms and conditions, to create, fund, and implement the position of a police School Resource Officer ("SRO").

The SRO reports to Maplewood designated Police Supervisor in collaboration with school administrators.

#### 2. Job Duties

The SRO will work towards carrying out the mission of the Maplewood Police Department within the school community as per the City's job description. The SRO will act in their capacity and authority as a Police Officer for the City of Maplewood Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.



## School District 622

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### 3. Funding-SRO Program

The City is responsible for hiring the SRO and paying his or her salary- benefits and training costs and the District will contribute \$104,407 in the 2023-24 school year and \$111,963 in the 2024-25 school year to the city for those costs. Overtime for special events that may be required for the safety of students, staff, and visitors to School District facilities.

### 4. Services

- a. The City shall provide the services of one primary police officer to assist the School District. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s). The SRO will be on duty during regular school hours in the school district during all student contact days and also comply with the City of Maplewood job description. While on duty with the school district, the SRO is primarily engaged in school district services; however, the Police Chief has the authority to redeploy the SRO should a specific emergency or public safety necessity require such deployment. The SRO will respond to calls in all Maplewood 622 schools, but will be primarily stationed at one Maplewood school in the city.
- b. Selection of SRO. The City will assign someone who already is currently employed by the City to the SRO position and the District will provide input on the assignment with the Chief having final authority to select the SRO. The City of Maplewood has the authority of determining the rotation of the SRO assignment.
- c. Dress Code: The SRO may wear Police Department issued uniform or civilian clothing attire in compliance with the Police Department Uniforms and Appearance Policy.

### 5. Performance Issues

The School District shall promptly report to the Chief of Police any issues or concerns it has regarding the assigned officer's work performance. The School District may also provide annual input to the Chief of Police regarding the officer's work performance.

### 6. Incidents

Incidents occurring on or about school premises that require police intervention should be primarily investigated by the SRO. The assigned and/or participating officer shall prepare



## School District 622

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customary police incident report(s) and perform investigations in accord with Maplewood Police Department Policy and Procedure.

### **7. School Discipline Rules**

The SRO shall not enforce any school disciplinary rules or policies.

### **8. Coordinating Representatives**

Representatives of the City, the Police Department and School District will meet as necessary to discuss, coordinate and recommend revisions, if necessary, to the SRO services/agreement.

### **9. Payment**

The City shall provide billing statements to the School district for services provided herein on a semi-annual basis on June 30 and January 1 of each year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to the School district shall be done so in arrears of service provision (January billing shall cover the immediately preceding period of July 1 through December 31).

### **10. Term**

This Agreement shall commence on the 1<sup>st</sup> day of September 2023, and shall end on the 31<sup>st</sup> day of August 2025.

### **11. Independent Contractor**

The City, through its Chief of Police, will remain free to exercise judgment in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due to the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform services described herein, including workers' compensation laws.

### **12. Scheduling**

The SRO will be on duty during regular school hours in the school district all days while school is in session and also comply with the City of Maplewood job description. During non-student contact days during the school year and during the summer months, the Chief of Police will determine the SRO's schedule.



## School District 622

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### Overtime:

As requested by the school district with the approval of the Chief of Police and/or his/her Designee, the SRO is authorized to work special events (prom, homecoming, school dances, special athletic events, graduation, etc.), attend meetings, or complete investigations outside of the regular schedule to promote public safety and enhance safety for students, staff and visitors. Recognizing the joint nature of the SRO program, and the desire to provide the School District with a fixed cost of the SRO program, the City shall invoice the School District up to 30 hours of special event overtime at a flat rate of \$75 per hour to offset overtime expenditures that stem from the school-based assignment of the SRO. Any additional overtime needed would be the responsibility of the individual school organization to cover the costs. Scheduling of police coverage for special events will be completed between the police department and the Athletic/Activities Director at the respective school.

### **13. Roles and Expectations**

The SRO will:

- a. develop strong and supportive relationships with students, staff, and the community.
- b. conduct recurring security checks of the campus and make recommendations to the School Administrator.
- c. follow the MN State Laws and Maplewood Police Department Policies on Use of Force in the event it becomes necessary. The SRO must report incidents in which he/she has used physical force or restraint to the School Administrator as soon as it is reasonably safe to do so.
- d. coordinate with the principal concerned to seek permission, guidance, and advise prior to implementing any programs or school activities within the school environment.
- e. may attend and participate in formal and informal School District and building training related to school safety, racial bias, and inclusion with prior approval from the Maplewood Police Department.
- f. comply with (1) North St. Paul, Maplewood Oakdale School District Policy 519 (Interviews of Students by Outside Agencies), (2) Minnesota State Laws, and (3) Maplewood Police Department policies and well-defined case law during the process of interviewing students on campus. Whenever feasible, the SRO is expected to notify the school principals or their designee in advance of interviewing staff or students.

### **14. Termination of this Agreement**

Either party may terminate this Agreement by providing written notice to the other party no less than six months prior to the effective termination date.





## School District 622

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### **15. Temporary Emergency Reassignment**

If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, whenever possible, the Chief of Police will inform the School District officials in advance of such action.

### **16. Security/Linking**

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor, and printer and any other items or services necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement. Any additional equipment costs to be allowed by the City.

### **17. Indemnity and Hold Harmless**

The District and the City agree that they will be responsible for their own acts and omissions and those of their officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party and the results thereof.

It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party their respective officials and employees may have under said Chapter 466 or any common-law immunity or limitation of liability all of which are hereby reserved by the District and the City.

### **18. Complete Agreement**

It is understood and agreed that this is the entire agreement between the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter.

### **19. Amendments**

This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this Agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.



## School District 622

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### **20. Data Practices**

Sharing of data will be done only pursuant to the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act. Any data shared between the two parties to this Agreement will be maintained in accordance with state and federal law. Because the City and the officer(s) are not employees of the School District, any violation of state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's action or omissions. The City shall provide reasonable data privacy training to all SRO's.

### **21. Discrimination**

The City and School District agree not to discriminate in providing services under this Agreement on the basis of race, sex, creed, nation origin, age or religion. The parties agree not to discriminate as required by state and federal laws.

### **22. Interpretation**

This Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the City and the School District have contributed substantially and materially to the preparation of this Agreement.

### **23. Construction**

The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof; and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural. The plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship as co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever, excluding any agency relationship that may exist for purposes of educational data practices.

### **24. Parties in Interest**

This Agreement shall be binding open upon and inure to the benefit of the parties' respective heirs, representatives, successors, and assignees. This Agreement is for the sole benefit of the



# School District 622

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City and the School District (including a permitted assignee), and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.

## **25. Attorney's Fees**

In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the closing.

## **26. Definitions**

If any date herein set forth for the performance of any obligations by the parties or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota. The term "including" shall mean including, as an example without limiting the generality of the foregoing.

## **27. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

## **28. Governing Law**

This Agreement shall be construed as to both validity and performance enforcement in accordance with and governed by the laws of the State of Minnesota.

## **29. Heading**

The headings contained herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

## **30. Notices**



# School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

*Ready for tomorrow*

Notice to City provided for herein shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to City of Maplewood, City Administrator, 1830 County Road B East, Maplewood, MN 5519. Notices sent to the School District shall be sufficient if sent by the regular United State Mail, postage prepaid, addressed to ISD 622, Attention, Superintendent, 2520 East 12th Avenue, North St. Paul, MN 55109. Either party may designate to each other in writing from time to time a different address for notice.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the day and year first written above.

## City of Maplewood

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



# School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

*Ready for tomorrow*

## Independent School District 622

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Christine Tucci-Osorio  
Superintendent, ISD 622

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Date

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Ty Thompson  
Assistant Superintendent, ISD 622

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Date

**CITY COUNCIL STAFF REPORT**  
Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager  
**REPORT FROM:** Brian Bierdeman, Public Safety Director  
**PRESENTER:** Brian Bierdeman, Public Safety Director  
**AGENDA ITEM:** Purchase of Mobile Command Vehicle

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

**Policy Issue:**

City Council approval is requested to approve the purchase of a mobile command vehicle. The Police Department requires a mobile command vehicle to effectively respond to emergency scenes requiring a high level of resources, technology, and coordination. The purchase of the mobile command vehicle is in the Capital Improvement Plan (CIP) for 2023.

**Recommended Action:**

Motion to approve the purchase of a mobile command vehicle.

**Fiscal Impact:**

Is There a Fiscal Impact?     No     Yes, the true or estimated cost is \$84,358.00.

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

Ensuring the Police Department can respond to complex emergency scenes effectively.

**Background:**

In the spring of 2020, the Maplewood Police Department experienced city-wide civil unrest and disorder. The response was coordinated from the back of a squad car with a hand-held radio and a notebook. Since then, the agency has responded to many emergency scenes requiring a high level of resources, technology, and coordination. When a mobile command vehicle has been essential or would provide a more effective response, we rely on the Ramsey County Sheriff's Office's availability and response time.

The Maplewood Police Department requires a mobile command vehicle to respond effectively to these ever-increasing and expanding scenes. A mobile command vehicle will ensure that the necessary resources can be deployed quickly where needed to ensure effective operational control of a scene. The mobile command vehicle can also be used by the Maplewood Fire Department, as a mobile crime lab for evidence processing at investigative scenes and as a high-visibility community outreach, educational, and recruiting tool.

Mercedes-Benz and Ford are the two vehicle manufacturers that produce a van platform that meets the needs of our mobile command vehicle. While seeking bids, Ford could not provide the Maplewood Police Department with a bid or a date when they would be able to. Mercedes-Benz created a van meeting our specific needs with an estimated production date of 09/26/2023.

The 2024 Mercedes-Benz Sprinter van's price is \$84,358.00.

**Attachments:**

1. 2024 Mercedes-Benz Sprinter Van's Build Sheet and Purchase Agreement

**MSRP**

MERCEDES-BENZ USA, LLC.  
ONE MERCEDES-BENZ DR  
SANDY SPRINGS, GA 30328

MERCEDES-BENZ OF ST. PAUL  
2780 MAPLEWOOD DRIVE  
MAPLEWOOD, MN 55109

**Dealer Code:** 42121 **Region:** WESTERN **VPC:** BALTIMORE

**PO#:** 7474005336

Code	Description	Price
	<b>MODEL:</b> 2024 MXCAEA	\$67,500
9040	Jet Black	\$1,198

**Standard Accessories**

BA3	Active Brake Assist
BH1	Hold Function
C6L	Multifunction steering wheel
CL1	Adjustable steering wheel (ang
D03	High roof
D93	Omission bulkhead
E07	Hill Start Assist
ED4	AGM battery 12V 92 AH 850 A
EK1	Body Builder Connector
ES0	Jump start terminal
EW6	Pre-installation: Remote Servi
EY6	Breakdown management
F68	Heated & electrically adjustab
FF5	Shelf above windshield
FG8	Cupholder front
FJ4	Storage compartment underneath
G43	Automatic transmission, 9G-tro
IC1	Model series C907 / C910 Sprin
IE0	Model series C907 VS30 RWD
IG4	Standard
IG5	Basic
IK0	Complete vehicle
J58	Seat belt reminder driver
J65	Outside temperature gauge
JA8	Crosswind Assist
JH3	Communication module (LTE) for
K60	Exhaust straight to rear
KL1	Aux fuel sending unit w/ fuel
KP7	4th generation SCR emission co
L94	Parking lights deletion
LA2	Headlight assistant
LB5	3rd brake light
P47	Front mudflaps
P48	Rear mudflaps
R65	Spare wheel bracket below fram
R87	Spare wheel
RM0	All-season tires
S22	Armrest for driver's seat
SA5	Front airbag, driver
SA6	Front airbag, passenger
T16	Sliding door, passenger side
X5G	Witout load uprating/derating
X64	Plates/booklets in English (US
XQ1	VIN-encoded vehicle data with
XY4	Model Year 4
ZU8	USA country version
ZZ4	Brand content Mercedes-Benz No

**Options**

C00PKG	Comfort Package	\$307
	LC4 Comfort overhead control panel	
	SE4 Lumbar support, co-driver's se	
	SE5 Lumbar support, driver's seat	
	SK0 Comfort head restraint, driver	



C01PKG	SK1 Comfort head restraint, co-dri Driver Convenience Package	\$449
	E46 12 V power outlet, driver seat	
	FJ1 Hinged lid for storage compart	
	FJ5 Hinged Lid for Storage Compart	
	FZ9 Keys, two additional masters	
	JW8 Attention Assist	
C02PKG	Premium Package	\$805
	E3M MBUX Multimedia System with 7	
	FM3 Wet Wiper System	
	JB4 Active Lane Keeping Assist	
C0SPKG	Comfort Package (Seat addition)	\$426
	SB1 Comfort driver's seat	
	SB2 Comfort passenger seat	
X34PKG	Dual Rear Wheel Tires (Standar	
	RD9 Unspecified tire brand	
	RH7 Tires LT 215/85 R16	
	RS6 5.5 J x 16 steel wheels	
X55PKG	All Wheel Drive Package	\$6,700
X69PKG	Swivel Seat Package	\$595
	S87 Driver's seat frame, low	
	S88 Passenger seat frame, low	
	SR8 Swivel base for driver's seat	
	SR9 Swivel base for front passenge	
804	CY X3/1	
A4M	all-wheel drive with torque-on	
AR5	Axle ratio i = 4,727	
BE2	Handbrake lever, folding	\$62
D13	Mounting rails for roof rack	\$336
E1B	Tray for smartphones incl. wir	\$175
E1U	USB-C socket, 5 V	
E2A	Access point for BB special si	\$32
E30	Starter battery disconnect	
E36	Cutoff relay for additional ba	\$124
E40	Trailer hitch prep. wiring	
ED5	Parametric special module (PSM	\$354
EE3	115 V socket	\$140
ES5	Charging package, dashboard	\$92
EY5	Emergency Call System	
F43	Laminated glass rear	
F61	Interior rear view mirror	\$41
FR8	Rear view camera (head unit di	\$377
H04	Heat insulation, front compart	\$209
H16	Heated driver's seat	
H11	Front-to-rear outlet in instru	
H21	Windshield with filter band	
HH2	Heater, auxiliary electric hot	
HH9	Air Condition, Front	
IL5	Left-hand drive	
IR7	Wheelbase 4325 mm, overhang 20	
IT5	5,0 tonner	
J11	Speedometer mph	
J55	Seat belt warning for co-drive	
JA7	Blind Spot Assist	\$504
JF1	Rain sensor	\$118
JK5	Instrument cluster with color	
KB7	24.5 gallon fuel tank	
L13	Fog lamp with cornering light	\$223
L65	Interior lights, cargo compart	
M15	Fuel/water separator and lubri	
M5N	Engine OM 654 DE 20 LA 155 kW	
M61	Alternator 14 V / 280 A	\$188
M71	Approval, bio-diesel B20	
MH8	SULEV emissions	
MS1	Cruise control	
Q11	Longitudinal member reinforcem	
Q24	Trailer Hitch	\$164
QA9	Half-sided step rear (for trai	\$113
S25	Armrest for front passenger se	
S28	Armrest, driver's and co-drive	\$58

SH1	Thorax-pelvis sidebag, driver	
SH2	Thorax-pelvis sidebag, co-driv	
SH9	Airbag, driver/passenger windo	
T74	Assist handle, B-pillar	\$36
T75	Door-mounted assist handles, d	
T85	Assist handle, left rear door	\$36
T86	Assist handles, right rear doo	\$36
V43	Wood floor with 6 D-rings	\$473
V94	Cable duct - side wall	
V95	Cable duct - rear portal	
VA3	Side wall paneling full hardbo	\$497
VF7	Fabric Maturin Black	
W16	2nd row, fixed window, driver	\$162
W54	Rear doors, opening to side wa	
W70	Black tinting (90%) for rear w	\$155
XC8	VIN visible from outside	
XM4	Acoustic package	\$97
XZ0	Model generation 0	
Y43	Jack, hydraulic	
Z44	Registration of vehicle not po	
Z4X	Production Charleston	
Z5V	Vehicle class MPV	
Z74	Bodyshell, additional measures	
ZH4	Downhill speed regulation for	\$61
ZM0	Panel van	
	<b>SUBTOTAL</b>	<b>\$82,843</b>
ZUFR	Delivery & Destination charge	\$2,295
	<b>- TOTAL -</b>	<b>\$85,138</b>

\*Pricing is subject to change. Mercedes-Benz reserves the right to make changes without notification.



# Purchase Agreement

Ramon Vallejo  
 Mercedes-Benz of St. Paul  
 2780 Maplewood Drive  
 Maplewood, MN 55109

Buyer	Co-Buyer	Vehicle
Maplewood Pd Daniel Busack C: (651) 755-6686 daniel.busack@maplewoodmn.gov		0 VIN: Stock #: Mileage: Color:

Purchase Details	
Retail Price:	\$85,138.00
Sales Price:	\$85,138.00
<b>Savings:</b>	<b>\$0.00</b>
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$220.00
Total Taxes:	\$0.00
<b>Total Sales Price:</b>	<b>\$85,358.00</b>
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$1,000.00
Cash Down:	\$0.00
<b>Cash Price:</b>	<b>\$84,358.00</b>

X  
 \_\_\_\_\_  
 Customer Signature

\_\_\_\_\_  
 Date

X   
 \_\_\_\_\_  
 Manager Signature

7/26/2023  
 \_\_\_\_\_  
 Date

Disclaimer:

All offers are subject to credit approval.

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**CITY COUNCIL STAFF REPORT**

Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager

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

**PRESENTER:** Steven Love

**AGENDA ITEM:** Joint Use Agreement for Operation and Maintenance of Shared Sanitary Sewer Mains, City Project 19-43

**Action Requested:**  Motion  Discussion  Public Hearing

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

**Policy Issue:**

The City of Saint Paul Port Authority is leading the redevelopment of the former Hillcrest golf course site located at the southwest corner of McKnight Road and Larpenteur Avenue. The sanitary sewer system that will serve this site takes flows from both the City of Maplewood and the City of Saint Paul.

The City Council will consider entering into a joint use agreement with the City of Saint Paul for the shared use of the sanitary sewer mains. The agreement covers the roles and responsibilities associated with the operation and maintenance of the sanitary sewer mains that serve the new development and surrounding properties.

**Recommended Action:**

Motion to enter into a Joint Use Agreement for operation and maintenance of shared sanitary sewer mains between the City of Saint Paul and the City of Maplewood. The Mayor and City Manager are authorized to sign said agreement signifying Council approval. Minor revisions as approved by the City Attorney are authorized as needed.

**Fiscal Impact:**

Is There a Fiscal Impact?  No  Yes, the true or estimated cost is to be updated based on contributing flow to the shared systems starting in 2028.

Financing source(s):  Adopted Budget  Budget Modification  New Revenue Source  Use of Reserves  Other: The proposed joint use agreement puts in place the process for The Metropolitan Council Environmental Services (MCES) to adjust the annual Municipal Wastewater Charges (MWC) to St. Paul and Maplewood for their proportionate costs of regional sewage conveyance and treatment. Additionally, in 2027 Saint Paul and Maplewood will submit to each other their annual sewer maintenance budget and summation of miles of sewer to determine an average sewer maintenance cost per mile. These values will be utilized to calculate each city's estimated share of maintenance costs for 2028. The city owing the larger annual maintenances cost shall make a payment to the other city for the difference. In the event of it becomes necessary to reconstruct or replace part of all of the joint use system the cities

agree the cost share will be based on percentage of respective flow for the portion being reconstructed or replaced.

**Strategic Plan Relevance:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Community Inclusiveness  | <input checked="" type="checkbox"/> Financial & Asset Mgmt | <input type="checkbox"/> Environmental Stewardship |
| <input type="checkbox"/> Integrated Communication | <input type="checkbox"/> Operational Effectiveness         | <input type="checkbox"/> Targeted Redevelopment    |

The agreement covers the roles and responsibility associated with the operation and maintenance for the shared use of sanitary sewer mains. The agreement replaces two existing agreements and takes into account the future development of the Heights project.

**Background:**

The City of Saint Paul Port Authority is leading the redevelopment of the former Hillcrest golf course site located at the southwest corner of McKnight Road and Larpenteur Avenue. The projects consist of 112 acres. The City of Saint Paul's Master Plan anticipates the Heights redevelopment project will bring around 1,000 living wage, low-barrier jobs and 1,000 housing units at full build out.

The Cities of Saint Paul and Maplewood currently have two joint use agreements that cover the shared use of the sanitary sewer systems in the area of the Heights redevelopment project. The current sanitary sewer systems take flows from both Saint Paul and Maplewood. These two agreements cover the roles and responsibilities of each party for the annual maintenance costs, annual MWC costs, and future reconstruction/replacement costs.

Sanitary sewer flows from the Heights redevelopment project will ultimately flow into the existing joint use sanitary sewer system. The new agreement between Saint Paul and Maplewood defines the roles and responsibilities for the maintenance and operation of the joint use sanitary sewer systems. Additionally, the new agreement explains how each city's share of annual maintenance costs, annual MWC costs, and the future reconstruction/replacement costs are calculated. The new agreement takes into account the future growth of the Heights redevelopment project by requiring each City's cost share to be recalculated using the previous year's data each year.

City staff and the City Attorney have reviewed the attached agreement and recommend entering into the agreement for the operation and maintenance of the shared sanitary sewer mains in the Heights development area.

**Attachments:**

1. Joint Use Agreement for Operation and Maintenance of Shared Sanitary Sewer Mains

Agreement Between the  
City of Saint Paul  
and the  
City of Maplewood

This agreement (“Agreement”) is dated this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between the **CITY OF SAINT PAUL**, a home rule charter City under the laws of the State of Minnesota, (hereinafter referred to as “ST. PAUL”), and the **CITY OF MAPLEWOOD**, a municipal corporation of the State of Minnesota (hereinafter referred to as “MAPLEWOOD”).

**WHEREAS**, the proposed The Heights development will generate new wastewater flow that is proposed to discharge to St. Paul and Maplewood sewers.

**WHEREAS**, the new wastewater flow from The Heights which is located in St. Paul, will be metered with other wastewater flows from St. Paul at existing Metropolitan Council Environmental Services (hereinafter referred to as “MCES”) flow meters.

**WHEREAS**, St. Paul and Maplewood previously executed a Joint Use Agreement on the 12<sup>th</sup> day of September 2005 regarding the transfer of ownership of a portion of MCES Interceptor 1-SP-214 from MCES to St. Paul and the conditions of joint use of the interceptor by St. Paul and Maplewood, attached in Exhibit 1A.

**WHEREAS**, St. Paul and Maplewood previously executed Document No. 654 in April 1988 regarding intercommunity flow from Maplewood Districts 34 and 36 through St. Paul sewers tributary to MCES Interceptor 8566-371, attached in Exhibit 1B.

**WHEREAS**, both St. Paul and Maplewood contribute flow to the intervening sanitary sewers between The Heights site and existing MCES Interceptors 1-SP-214 and 8566-371 as depicted in Exhibit 2.

**WHEREAS**, the parties wish to memorialize the changes to the Joint Use Agreements, dated the 12<sup>th</sup> day of September 2005 and April 1988, to account for wastewater flows from the future The Heights development in St. Paul and existing wastewater flows from St. Paul and Maplewood.

**NOW, THEREFORE**, based on the mutual covenants contained herein, the parties agree as follows:

1. This agreement replaces and supersedes the two previously executed Joint Use Agreements dated the 12<sup>th</sup> day of September 2005 and April 1988.
2. Maplewood does hereby grant permission to St. Paul to allow the wastewater flow generated within The Heights site in St. Paul to discharge to Maplewood sanitary sewers in Larpenteur Avenue and McKnight Road until said flow returns to St. Paul sanitary sewers downstream as depicted in Exhibit 2.

3. St. Paul does hereby grant continued permission to Maplewood to allow Maplewood Sanitary Sewer Districts 33(S), 34(S), 35(S), and 36(S) that currently drain into St. Paul sanitary sewers at the locations shown in Exhibit 2 to continue to do so in exchange for Maplewood's sharing of maintenance and replacement costs of the sanitary sewers.
4. The St. Paul and Maplewood sewer systems to be interconnected shall be used solely for the purpose of conveying sanitary sewage. St. Paul and Maplewood shall not permit storm water, clear water, or inflow and infiltration exceeding standards set by MCES to be connected to the sewers.
5. St. Paul and Maplewood shall save one another harmless from any damage, cost, or expense; and fully indemnify one another against any and all liability sustained by reason of the connection, or the maintenance of connections hereunder, between their public sewer systems by reason of any damage, cost, expense, or loss that may be sustained by each party, its inhabitants, or any other person or persons connected with the use of the public sewer system, or by diversion into the public sewer system of roof water or storm water drainage. This agreement is entered into pursuant to all of the terms, provisions, and conditions of Chapter 80 (Sewer Contracts, Suburbs) of the Legislative Code of St. Paul.
6. St. Paul shall log, track, and share the SAC determination letters received from MCES for lots within The Heights with Maplewood as development progresses within The Heights.
7. On or before February 1 of each year, St. Paul and Maplewood staff shall meet (virtually or in-person) to review and compare the original development SAC estimates against SAC determination letters received. At that time, the Residential Equivalent Connection (REC) amounts in Exhibit 3 and Exhibit 4 will be revised based on the constructed and sewer REC units in the affected sewersheds, or based on field measurement of actual flow rates.
8. It is agreed between the parties hereto that MCES shall adjust the annual Municipal Wastewater Charges (MWC) to St. Paul and Maplewood for their proportionate costs of regional sewage conveyance, treatment, and related costs based on the mutually agreed upon REC units. St. Paul and Maplewood shall cooperate with and provide all necessary information to MCES to facilitate the proper billing to Maplewood and St. Paul for the unmetered intercommunity wastewater flow.
9. St. Paul and Maplewood agree to annually reimburse one another an amount equal to the sum of the products of the distance of each joint use sewer segment, times the percentage of flow originating within the respective party to the total sewer flow, times an annual sanitary sewer maintenance cost per mile of the other party, as established herein. Exhibit 3 tabulates the intercommunity flow to total flow percentage for the various segments of the joint use sewers based on calculated REC units. Should the use of these percentages no longer accurately reflect the estimated maintenance cost apportionment, then they may be superseded by a revised determination of REC units or field measurement of actual flow rates. Exhibit 3 also tabulates the proportionate mileage of joint use sanitary sewer on which the annual reimbursement is based.
10. Beginning in 2028, on or before February 1 of each year, St. Paul and Maplewood shall submit to one another documentation of their annual sewer maintenance budgets and summations of mileage of sewer, irrespective of size or type.

- a. The St. Paul annual sanitary sewer maintenance cost utilized for the purposes of this agreement shall be the annual St. Paul Department of Public Works Sewer Maintenance budget (Reasonably estimated to be: \$XXXXXXX for 202Y), divided by the total mileage of sewer within St. Paul (XXXX miles in 202Y) times 110 percent to account for other administrative, depreciation, and related overhead expenses not included within the sewer maintenance division budget. For 202Y, the St. Paul annual maintenance cost per mile is agreed to be \$XXXX.
  - b. The Maplewood annual sanitary sewer maintenance cost utilized for the purposes of this agreement shall be the annual Maplewood Department of Public Works Sanitary Sewer Operations budget (Reasonably estimated to be: \$XXXXXXX for 202Y), divided by the total mileage of sewer within Maplewood (XXXX miles in 202Y) times 110 percent to account for other administrative, depreciation, and related overhead expenses not included within the sewer maintenance division budget. For 202Y, the Maplewood annual maintenance cost per mile is agreed to be \$XXXX.
11. The party owing the larger annual maintenance cost sharing amount shall make payment for the net amount, equal to their payment amount minus the reciprocal payment amount, to the other party within thirty (30) days of receipt of invoice for the maintenance cost sharing amount as determined by the basis set forth in this agreement for the current calendar year.
12. In the event that it is necessary to reconstruct or replace part or all of the existing joint use sewers, St. Paul and Maplewood will recompense one another based on the current mutually agreed upon percentages of respective flow for the segments to be reconstructed or replaced. If replacement is needed because one party wishes to convey additional flow, that cost will be paid by that party.
13. This agreement shall be permanently binding on both parties unless it is terminated by mutual consent, or unless sewerage facilities that allow a connection to the MCES interceptor system within St. Paul or Maplewood become available and obviate the stated purpose of this agreement.



IN WITNESS WHEREOF, the parties have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF MAPLEWOOD

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

And: \_\_\_\_\_  
City Manager

CITY OF SAINT PAUL

\_\_\_\_\_  
Approved as to form by legal counsel

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

And: \_\_\_\_\_  
City Clerk

And: \_\_\_\_\_  
Director of Public Works

And: \_\_\_\_\_  
Director of Finance

Agreement Between the  
City of Saint Paul  
and the  
City of Maplewood

This agreement ("Agreement") is dated this 12<sup>th</sup> day of September 2005 by and between the **CITY OF SAINT PAUL**, a home rule charter City under the laws of the State of Minnesota, (hereinafter referred to as "ST. PAUL"), and the **CITY OF MAPLEWOOD**, a municipal corporation of the State of Minnesota (hereinafter referred to as "MAPLEWOOD").

**WHEREAS**, The Metropolitan Council Environmental Services has declared that their interceptor known as 1-SP-214, as described in Exhibit A (hereinafter referred to as "INTERCEPTOR"), no longer meets their criteria as a regional interceptor because its flow is less than 200,000 gallons per day; and

**WHEREAS**, by law the Metropolitan Council Environmental Services must reconvey the interceptor to St. Paul and;

**WHEREAS**, the Metropolitan Council Environmental Services has agreed to make repairs to the interceptor so that it is reconveyed in good condition, and

**WHEREAS**, both St. Paul and Maplewood contribute sanitary flow to the interceptor, and

**WHEREAS**, St. Paul has agreed to accept ownership of the interceptor.

**NOW, THEREFORE**, this agreement is intended to establish the conditions of the interceptor's joint use by St. Paul and Maplewood and they hereby mutually agree as follows:

1. St. Paul does hereby grant permission to Maplewood to allow Maplewood Sanitary Sewer Districts 33(S) and 35(S) that currently drain into the interceptor at the locations shown in Exhibit B to continue to do so in exchange for Maplewood's sharing of maintenance and

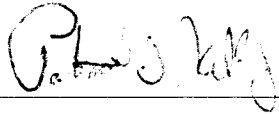
replacement costs of the interceptor.

2. The Maplewood sewer system to be connected to the St. Paul sewer system shall be used solely for the purpose of conveying sanitary sewage. Maplewood shall not permit storm water, clear water or inflow and infiltration exceeding standards set by the Metropolitan Council Environmental Services to be connected to the interceptor.
3. Maplewood shall save St. Paul harmless from any damage, cost or expense; and fully indemnify St. Paul against any and all liability sustained by reason of the connection, or the maintenance of connections hereunder, between the public sewer system of Maplewood and the public sewer system of St. Paul by reason of any damage, cost, expense or loss that may be sustained by Maplewood, its inhabitants or any other person or persons connected with the use of Maplewood's public sewer system, or by diversion into Maplewood's public sewer system of roof water or storm water drainage. This agreement is entered into pursuant to all of the terms, provision and conditions of Chapter 80 (Sewer Contracts, Suburbs) of the Legislative Code of St. Paul.
4. It is agreed between the parties hereto that the Metropolitan Council Environmental Services (MCES) shall estimate the amount of sanitary sewage attributable to the Maplewood properties hereby authorized to be connected to the newly reconveyed interceptor, and shall accordingly charge Maplewood for its proportionate cost of sewage treatment, conveyance in MCES interceptors, and related costs in its annual billings. Maplewood and Saint Paul shall cooperate with, and provide all necessary information to the Metropolitan Council Environmental Services so as to permit the proper billing to Maplewood and credit to Saint Paul for its sewage.
5. Maplewood agrees to annually reimburse Saint Paul an amount equal to the sum of the products of the distance of each joint-use sewer segment, times the percentage of flow originating within Maplewood to the total sewer flow, times an annual sanitary sewer maintenance cost per mile, as established herein. Exhibit C tabulates the Maplewood flow to total flow percentage for the various segments of the joint-use sewers based on calculated Residential Equivalent Connection (REC) units. Should the use of these percentages be unsatisfactory as basis of maintenance cost apportionment to either party, then they may be superseded by a revised determination of REC units or field checks of

actual flow rates. Exhibit C also tabulates the proportionate mileage of joint-use sanitary sewer on which Maplewood's annual reimbursement to Saint Paul is based.

6. On or before February 1 of each year, Saint Paul shall submit to Maplewood documentation of the St. Paul Department of Public Works Sewer Maintenance annual budget and summation of mileage of sewer, irrespective of size or type. The annual sanitary sewer maintenance cost utilized for the purposes of this agreement, shall be the annual Saint Paul Department of Public Works Sewer Maintenance budget (\$5,770,568 for 2006), divided by the mileage of sewer within Saint Paul (1254 miles in 2006) times 110 percent, to account for other administrative, depreciation, and related overhead expenses not included within the sewer maintenance division budget. For 2006, the annual maintenance cost per mile is agreed to be \$5062.
7. Maplewood shall make payment to Saint Paul within thirty days of receipt of invoice for the maintenance-cost sharing amount as determined by the basis set forth in this agreement for the current calendar year.
8. In the event that it is necessary to reconstruct or replace part or all of the existing joint-use sewers, Maplewood will recompense Saint Paul based on the percentages of Maplewood's flow as show in Appendix C for the segments to be reconstructed or replaced. If replacement is needed because Maplewood wishes to convey additional flow, that cost will be paid by Maplewood.
9. This agreement shall be permanently binding on both parties unless it is terminated by mutual consent, or in the event that sewerage facilities that allow a connection to the Metropolitan Council Environmental Services interceptor system within Maplewood become available and obviates the stated purpose of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on this 12<sup>th</sup> day of September 2005



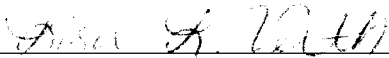
Approved as to form by legal counsel

CITY OF MAPLEWOOD

By: Bob Cardinal  
~~City Manager~~ Mayor

And: Michael Johnson  
Mayor ~~City Manager~~

CITY OF SAINT PAUL



Approved as to form by Assistant City Attorney

By: Ed Rubin  
Mayor

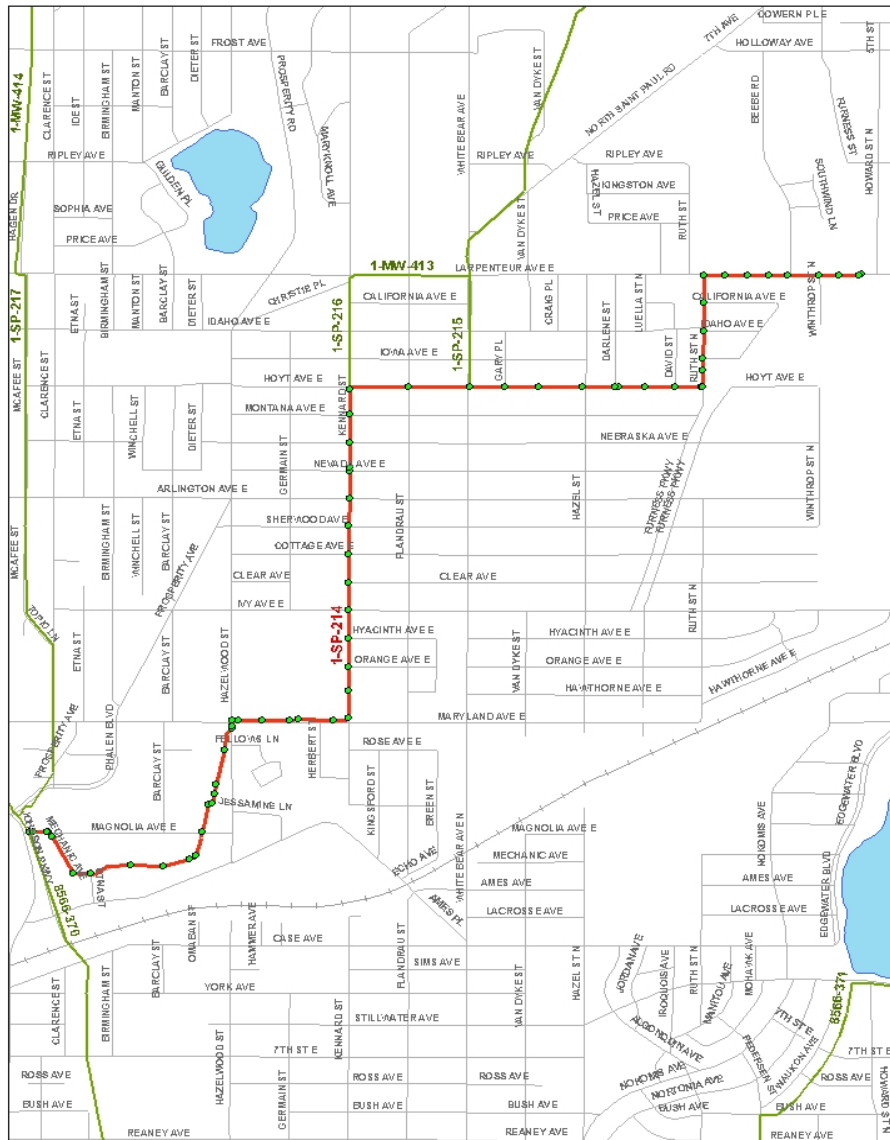
And: Sharon Moore  
City Clerk

And: Mark S. Davis  
Director of Public Works

And: Matt S. TL  
Director of Finance

## EXHIBIT A

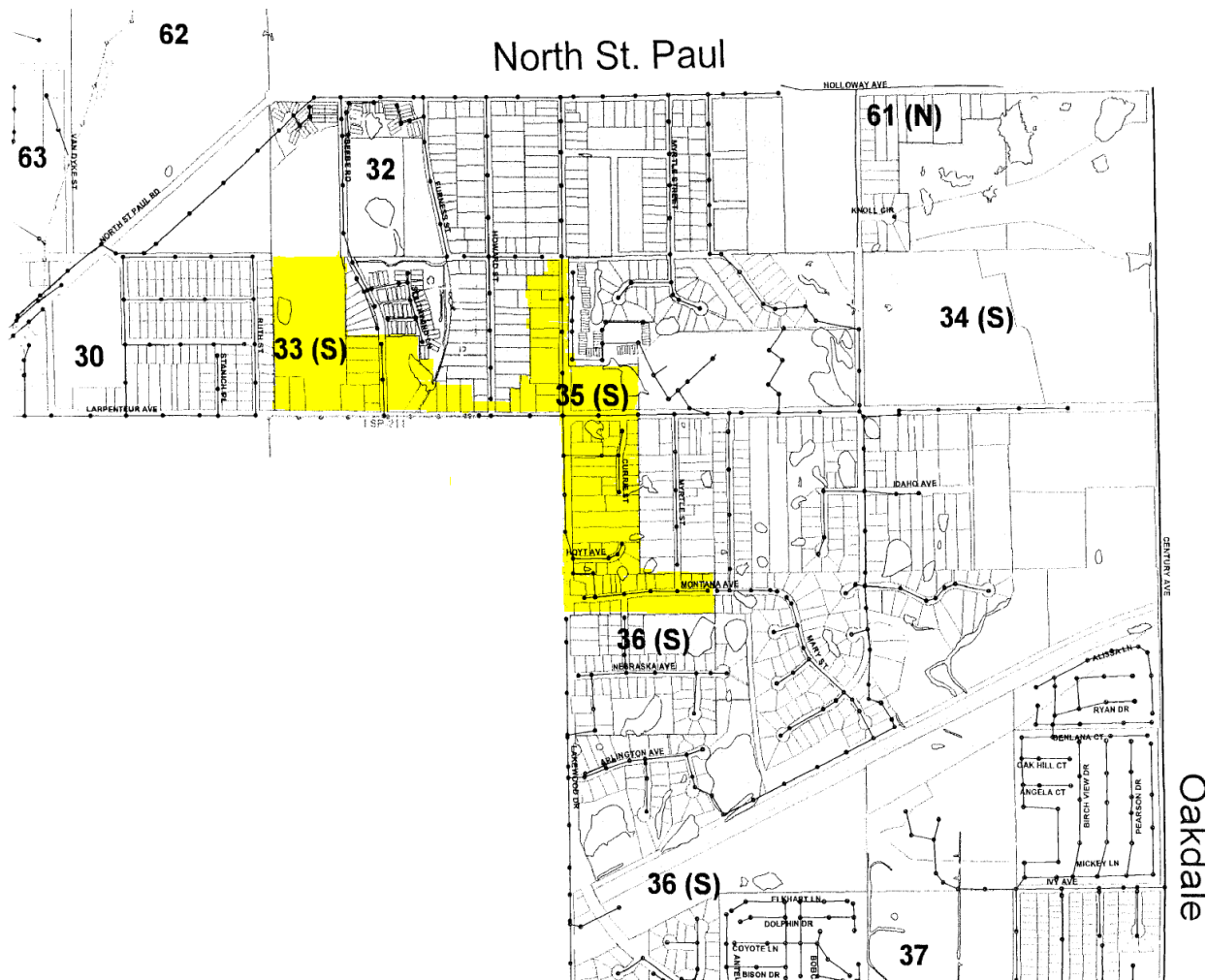
### LOCATION OF METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES' INTERCEPTOR 1-SP-214



**Note:** the portion of 1-SP-214 that MCES is reconveying to St. Paul begins at Larpenleur Avenue approximately 204 feet west of Howard Street and ends at the intersection of White Bear Avenue and Hoyt Avenue.

## EXHIBIT B

### LOCATION OF MAPLEWOOD'S SANITARY SEWER CONNECTIONS TO THE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES' INTERCEPTOR 1-SP-214 AND THE AREA IN MAPLEWOOD CURRENTLY SERVED BY THE INTERCEPTOR



District 33 (S) connects to the interceptor at the intersection of Beebe Road and Larpenteur Avenue.

District 35 (S) connects to the interceptor in Larpenteur Avenue at a manhole approximately 204 feet west of Howard Street.

**EXHIBIT C**  
**JOINT USE SEWERS AND PERCENTAGE OF FLOW**

The following table shows the percentage in 2005 of Maplewood's sanitary sewer flow entering the reconveyed Metropolitan Council Environmental Services' interceptor known as 1-SP-214. Flow from Maplewood includes their Sanitary Sewer Districts 33(S) and 35(S). The Equivalent Maplewood Mileage is calculated as a factor in determining Maplewood's annual cost for using this section of St. Paul's sanitary sewer.

Sewer Segment	(Maplewood's REC) (Total REC)	Maplewood's Share %	Segment Miles	Equivalent Maplewood Mileage
Larpenteur Ave. from Upstream end to Beebe St.	<u>60</u> 17+60	78%	0.1492	0.1164
Larpenteur Ave. from Beebe St. to Ruth St.	<u>98</u> 26+98	79%	0.1788	0.1413
Ruth St. from Larpenteur Ave. to Hoyt Ave	<u>98</u> 104+98	49%	0.2487	0.1219
Hoyt Ave. from Ruth St. to Hazel Ave.	<u>98</u> 228+98	30%	0.2547	0.0764
Hoyt Ave. from Hazel Ave. to White Bear Ave.	<u>98</u> 261+98	27%	0.2392	0.0646

**Total Maplewood Mileage = 0.5206**

**Note:** The Metropolitan Council Environmental Services defines a REC as the sanitary sewer volume (80,000 gallons per year) generated by a typical residential connection.



**EXHIBIT D**  
**NUMBER OF HOMES AND OTHER PROPERTIES CONNECTED**  
**TO 1-SP-214**

**For St. Paul:**

Larpenteur Ave from the upstream end of 1-SP-214 to Beebe Street:

Five homes plus Hillcrest Country Club. 5 homes

In 2004, the Hillcrest Country Club used 957,440

gallons of water. This amounts to:  $\frac{957,440 \text{ gal}}{80,000 \text{ gal/REC}} = \underline{12.0 \text{ REC}}$

**Total: 17 REC**

Larpenteur Ave from Beebe St. to Ruth St.: 9 homes

**Total: 9 REC**

Ruth St. from Larpenteur Ave to Hoyt Ave. includes the following:

Ruth St. from Larpenteur to Hoyt Ave.: 18 homes

California Ave from Furness Pkwy to Ruth St.: 23 homes

Idaho Ave from Furness Pkwy to Ruth St.: 17 homes

Iowa Ave from Furness Pkwy to Ruth St.: 9 homes

Hoyt Ave from Furness Pkwy to Ruth St.: 11 homes

**Total: 78 homes (78 REC)**

Hoyt Ave. from Ruth St. to Hazel St. includes the following:

Hoyt Ave. from Ruth St. to White Bear Ave.: 26 homes

Hayden Heights Community Center \*: 0.4 REC

David St. from California Ave. to Hoyt Ave.: 14 homes

Luella St. from Larpenteur Ave. to Idaho Ave.: 16 homes

Idaho Ave. from David St. to Darlene St.: 4 homes

Darlene St. from Larpenteur Ave. to Hoyt Ave.: 29 homes

Hazel St. from Larpenteur Ave. to Hoyt Ave.: 35 homes

**Total: 124 homes + 0.4 REC (124.4 REC)**

**EXHIBIT D CONTINUED**

\* In 2004, the Hayden Heights Community Center used 34,408 gallons of water. This amounts to:  $\frac{34,408 \text{ gal}}{80,000 \text{ gal/REC}} = 0.4 \text{ REC}$

Hoyt Ave. from Ruth St. to White Bear Ave: 33 homes  
**Total: 33 REC**

**For Maplewood:**

District 33(S):

Larpenteur Ave. from McKnight to Ruth	6 homes
Beebe Rd. from MH 3 to Larpenteur Ave.	5 homes
Mounds Park Academy:	
Average flow for 2003 & 2004	
is 2,134,700 gal/yr	$\frac{2,134,700 \text{ gal}}{80,000 \text{ gal/REC}} = 27 \text{ REC}$

**Total: 38 REC**

District 35(S) discharges into 1-SP-214 at its upstream end:

Larpenteur Ave. from MH 6 to McKnight	7 homes
McKnight Rd. from Ripley to Larpenteur	9 homes
Currie St. from cul-de-sac to McKnight	13 homes
Montana Ave. from Lakewood to McKnight	18 homes
Hoyt Ave. from cul-de-sac to McKnight	9 homes
McKnight Rd. from Montana to Larpenteur	<u>4 homes</u>

**Total: 60 homes (60 RECs)**

File No.

Status

Supplement #

Second Party

Description

Agreement No.

Agree Date

Contract

Vendor

PW Lease No.

PW Proj. No.

PW Project No.

PW Project Name

Proj Mgr

SP#

MSA#

Completion Date

Fund #

Activity #

Waiver #

Financing Source

Total Payable

Final

Receivable Amount

Payable Amount

Authority #

Notes:

CITY OF SAINT PAUL  
INTERDEPARTMENTAL MEMORANDUM

---

*Joyce*  
*from*  
*file*

TO: Jim Schwartz  
FROM: Mike Kassan *Mike*  
DATE: September 29, 1988

SUBJECT: Maplewood Joint Use Agreement

Attached is a fully executed joint-use sanitary sewer maintenance agreement between the cities of Maplewood and St. Paul. Under this agreement, St. Paul allows Maplewood to use certain segments of our sanitary sewer to convey Maplewood's flow to a MWCC interceptor located in St. Paul. In turn, Maplewood agrees to pay an annual fee for their portion of the maintenance of these sewer segments.

MGK/ck  
Attachment

ORIGINATOR Donald E. Nygaard		DATE INITIATED	DATE COMPLETED	
CONTACT PERSON Mike Kassan		ASSIGN NUMBER FOR ROUTING ORDER:	1 <del>DEPARTMENT DIRECTOR</del>	
CONTACT DEPT. Public Works			CONTACT PHONE NO. 298-5327	3 MAYOR (OR ASSISTANT)
				4 CITY CLERK
			2 BUDGET DIRECTOR	
			3 CITY ATTORNEY	

**SUBJECT/DESCRIPTION OF PROJECT/REQUEST:**

Execute an agreement for the joint use of Saint Paul sanitary sewer by Maplewood (Reference A)

**RECOMMENDATIONS: (Approve (A) or Reject (R) )**

PLANNING COMMISSION	CIVIL SERVICE COMMISSION
ZONING COMMISSION	ISD 625 SCHOOL BOARD
<u>A</u> STAFF	CHARTER COMMISSION
DISTRICT COUNCIL	

SUPPORTS WHICH COUNCIL OBJECTIVE?

Does not support any specific council objective.

**COUNCIL RESEARCH REPORT:**

DATE IN	DATE OUT	ANALYST	PHONE NO.
COMPLETE AS IS	ADD'L INFO. ADDED*	RET'D TO CONTACT FOR ADD'L INFO.*	CONSTITUENT FEEDBACK ADDED *

\* EXPLANATION:

RECEIVED  
APR 07 1988  
MAYOR'S OFFICE

RECEIVED  
APR 4 1988  
CITY ATTORNEY

**INITIATING PROBLEM, ISSUE, OPPORTUNITY (Who, What, When, Where, Why):**

Since a development in Maplewood does not have a direct access to a MWCC interceptor, the City of Maplewood is requesting permission to use a segment of Saint Paul's sanitary sewer from the intersection of Edgewater Blvd. and Maryland Ave. to the MWCC interceptor at Hazel St. and Minnehaha Ave. (Reference B). Maplewood desires to execute this agreement as soon as possible.

**JUSTIFICATION (Cost/Benefits, Advantages, Results):**

Cooperation with Maplewood.

Maplewood will contribute towards the maintenance of this sewer segment.

**CONSEQUENCES (What, When, and To Whom):**

Maplewood will install a segment of sewer on Maryland Ave. from McKnight Rd. to Edgewater Blvd., this will cause traffic problems, but is confined to about half a block.

ALTERNATIVES: Reject Maplewood's request	PROS Avoid disturbing a segment of Maryland Ave.	OFFICE OF THE DIRECTOR
		DEPARTMENT OF FINANCE AND MANAGEMENT SERVICES Maplewood will suffer. Maplewood would have to construct a long segment of sewer to connect with the MWCC interceptor

**HISTORY/PRECEDENTS:**

Saint Paul has other agreements with Maplewood for the joint use of sanitary sewer facilities.

**LEGAL ISSUES:**

No legal issues - provisions are made in Chapter 80 of the Legislative Code for this type of agreement.

Reference A

#654

AGREEMENT

Reference A

THIS AGREEMENT, made and entered into by and between the City of Saint Paul, a municipal corporation of the State of Minnesota, herein referred to as "SAINT PAUL" and the City of Maplewood, a municipal corporation of the State of Minnesota, hereinafter referred to as "MAPLEWOOD".

WHEREAS, Maplewood has requested permission from Saint Paul to connect a portion of its public sanitary sewer system to the Saint Paul sanitary sewer system, for the purpose of transporting sanitary sewage to Metropolitan Waste Control Commission interceptor sanitary sewer connection points located within the corporate limits of Saint Paul. The following agreement is intended to establish the conditions of the joint use between Saint Paul and Maplewood of existing Saint Paul sanitary sewers as described in Exhibit A..

NOW, THEREFORE, Saint Paul and Maplewood do hereby mutually agree as follows:

1. Saint Paul does hereby grant permission to Maplewood to connect Maplewood sanitary sewer conveying sanitary sewage at the locations specified in Exhibit A in exchange for sharing of maintenance and replacement costs as stipulated herein.
2. The Maplewood sewer system to be connected to the Saint Paul sewer system shall be used solely for the purpose of conveying sanitary sewage and Maplewood shall not permit any storm water to be connected to the sewer system.
3. Maplewood shall save the City of Saint Paul harmless from any damage, cost or expense and fully indemnify said city against any and

all liability sustained by reason of the connection or the maintenance of the connections hereunder between the said public sewer system of Maplewood and the said public sewer system of the City of by reason of any damage, cost, expense or loss that may be sustained by Maplewood, its inhabitants, or any other person or persons connected with the use of said Maplewood's public sewer system or by reason of the diversion into said Maplewood's public sewer system of roof water or storm water drainage. This agreement is entered into pursuant to all of the terms, provisions and conditions of Chapter 80 (Sewer Contracts-Suburbs) of the Legislative Code of the City of Saint Paul.

4. It is agreed between the parties hereto that the Metropolitan Waste Control Commission shall estimate the amount of sanitary sewage attributable to the Maplewood properties hereby authorized to be connected to this Saint Paul sewer system and shall accordingly charge Maplewood for its proportionate cost of sewage treatment, conveyance and related costs in its annual billings. Maplewood and Saint Paul shall cooperate with and provide all necessary information to the Metropolitan Waste Control Commission so as to permit the proper billing to Maplewood and credit to Saint Paul for its sewage.
5. Maplewood agrees to annually reimburse Saint Paul for an amount equal to the sum of the products of the distance of each joint-use sewer segment times the percentage of flow originating within Maplewood to the total sewer flow times an annual sanitary sewer maintenance cost per mile, as established herein. Exhibit A tabulates the Maplewood flow to total flow percentage for the various segments of the joint-use sewers based on calculated residential equivalent connection (REC) units. Should the use of these percentages be

unsatisfactory as basis of maintenance cost apportionment to either party, then they may be superceded by a revised determination of REC units or field checks of actual flow rates. Exhibit B tabulates the proportionate mileage of joint-use sanitary sewer upon which Maplewood's annual reimbursement to Saint Paul is based.

6. On or before February 1 of each year, Saint Paul shall submit to Maplewood documentation of the Saint Paul Department of Public Works-sewer maintenance division annual budget and summation of mileage of sewer, irrespective of size or type. The annual sanitary sewer maintenance cost utilized for the purposes of this agreement shall be the annual Saint Paul Department of Public Works-sewer maintenance division budget divided by the mileage of sewer within Saint Paul times 110% to account for other administrative, depreciation and related overhead expenses not included within the sewer maintenance division budget. For 1987 and 1988, the annual maintenance cost per mile is agreed to be \$3,049.
7. Maplewood shall make payment to Saint Paul on or before May 1 of each year for the maintenance-cost sharing amount as determined by the basis set forth in this agreement for the current calendar year. The payment for calendar year 1987 shall be prorated to one-third of the calculated annual amount since connections were in effect for only the last one-third of 1987. Payment for calendar year 1987, in the amount of (one-third)  $(\$3,049/\text{mile}) (0.868 \text{ miles}) = \$882.17$ , plus payment for calendar year 1988, in the amount of  $(\$3,049/\text{mile}) (0.868 \text{ miles}) = \$2,646.53$ , shall be made on or before May 1, 1988.



8. In the event that it is necessary to reconstruct or replace the existing joint-use sewers, Maplewood will recompensate Saint Paul for the additional incremental cost of increasing the pipe depth, pipe size and/or temporary measures to maintain flow during construction of the system above that required for conveyance of the sewage generated within the tributary area of the particular joint-use sewer within Saint Paul.
9. Both parties affirm that it is mutually beneficial that the joint-use sewers should be designated as interceptor sanitary sewers. Both parties shall pursue transfer of these joint-use facilities to the ownership and maintenance by the Metropolitan Waste Control Commission.
10. This agreement shall be permanently binding upon both parties unless it is terminated by mutual consent or in the event that sewerage facilities that allow a connection to the Metropolitan Waste Control interceptor system within Maplewood become available and obviate the stated purpose of this agreement.

EXHIBIT A  
Joint-Use Sewers and Percentage of Flow

Connection of Maplewood Sanitary Sewer Service District 20\* to Edgewater Boulevard and Maryland Avenue

Sewer Segment	(REC Maplewood)		Maplewood Share %					
	(\u005C\u005C REC Total \u005C)		1987-89	1990-94	1995-99	2000-		
Edgewater Maryland to Jessamine	( 344 ) ( 471 )	73	( 491 ) ( 618 )	79	( 736 ) ( 863 )	85	( 981 ) (1108)	88
Edgewater Jessamine to Case	( 344 ) ( 504 )	68	( 491 ) ( 651 )	75	( 736 ) ( 896 )	82	( 981 ) (1141)	86
Case Edgewater to Ruth	( 344 ) ( 536 )	64	( 491 ) ( 683 )	72	( 736 ) ( 928 )	79	( 981 ) (1173)	84
Case Ruth to Hazel	( 344 ) ( 756 )	45	( 491 ) ( 903 )	54	( 736 ) (1148)	64	( 981 ) (1393)	70
Hazel Case to Stillwater	( 344 ) (1018)	34	( 491 ) (1165)	42	( 736 ) (1410)	52	( 981 ) (1655)	59
Hazel Stillwater to Bush	( 344 ) (1467)	23	( 491 ) (1614)	30	( 736 ) (1859)	40	( 981 ) (2104)	47
Hazel Bush to Minnehaha (Jct. with MWCC SP210)	( 344 ) (1876)	18	( 491 ) (2023)	24	( 736 ) (2268)	32	( 981 ) (2513)	39

Connection of Maplewood Sanitary Sewer Service District 39\* (SW 1/4 SW 1/4, Sec. 13 Twp. 28, R. 22) to Boxwood and Carver

	1987-89	1990-94	1995-99	2000-				
McKnight Boxwood to Carver (Jct. with MWCC SP260)	( 7 ) (28)	25	( 76 ) (112)	68	( 76 ) (112)	68	( 76 ) (112)	68

\*As defined in Maplewood Comprehensive Sewer Plan.

EXHIBIT B  
MAPLEWOOD MAINTENANCE COST SHARING  
MILEAGE

Connection of Maplewood Sanitary Sewer Service District 20\* to Edgewater Boulevard and Maryland Avenue

Sewer Segment	Distance, Miles	Maplewood Mileage (=Segment Miles x $\frac{\text{Maplewood Flow \%}}{\text{Total Flow}}$ )			
		<u>1987-89</u>	<u>1990-94</u>	<u>1995-99</u>	<u>2000-</u>
Edgewater Maryland to Jessamine	0.265	0.193	0.209	0.225	0.233
Edgewater Jessamine to Case	0.284	0.193	0.213	0.241	0.244
Case Edgewater to Ruth	0.284	0.182	0.204	0.224	0.238
Case Ruth to Hazel	0.250	0.112	0.135	0.160	0.175
Hazel Case to Stillwater	0.170	0.058	0.071	0.088	0.100
Hazel Stillwater to Bush	0.199	0.046	0.050	0.080	0.094
Hazel Bush to Minnehaha (Jct. with MWCC SP210)	0.123	0.022	0.030	0.039	0.048
Subtotal Maplewood Miles		0.806	0.922	1.057	1.132

Connection of Maplewood Sanitary Sewer Service District 39\* (SW 1/4 SW 1/4, Sec. 13 Twp. 28, R. 22) to Boxwood and Carver

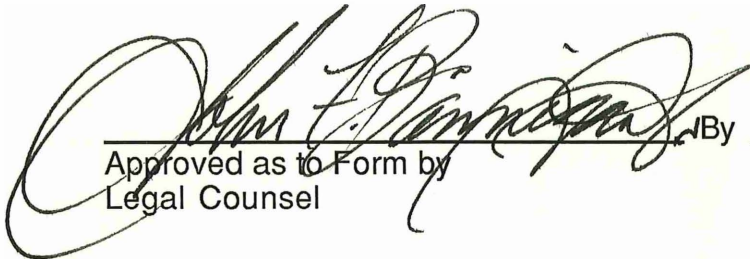
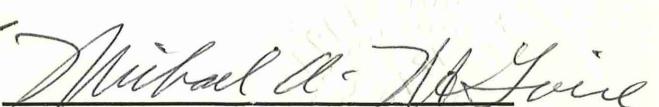
Sewer Segment	Distance, Miles	Maplewood Mileage			
		<u>1987-89</u>	<u>1990-94</u>	<u>1995-99</u>	<u>2000-</u>
McKnight Boxwood to Carver (Jct. with MWCC SP260)	0.246	0.062	0.167	0.167	0.167
Total Maplewood Miles		0.868	1.089	1.224	1.299

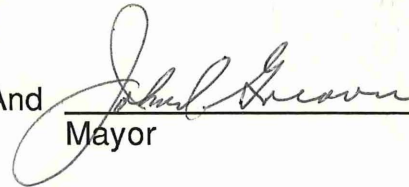
\*As defined in Maplewood Comprehensive Sewer Plan

IN WITNESS WHEREOF, the parties have executed this agreement on this

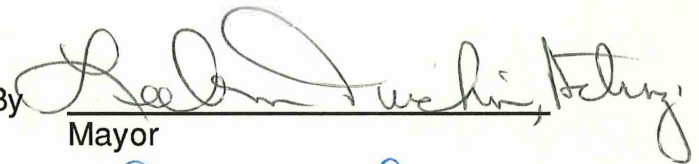
\_\_\_\_\_ day of \_\_\_\_\_, 1988.


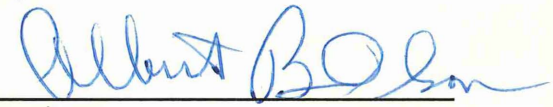
CITY OF MAPLEWOOD

 By   
Approved as to Form by City Manager  
Legal Counsel

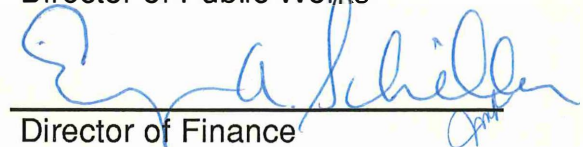
And   
Mayor

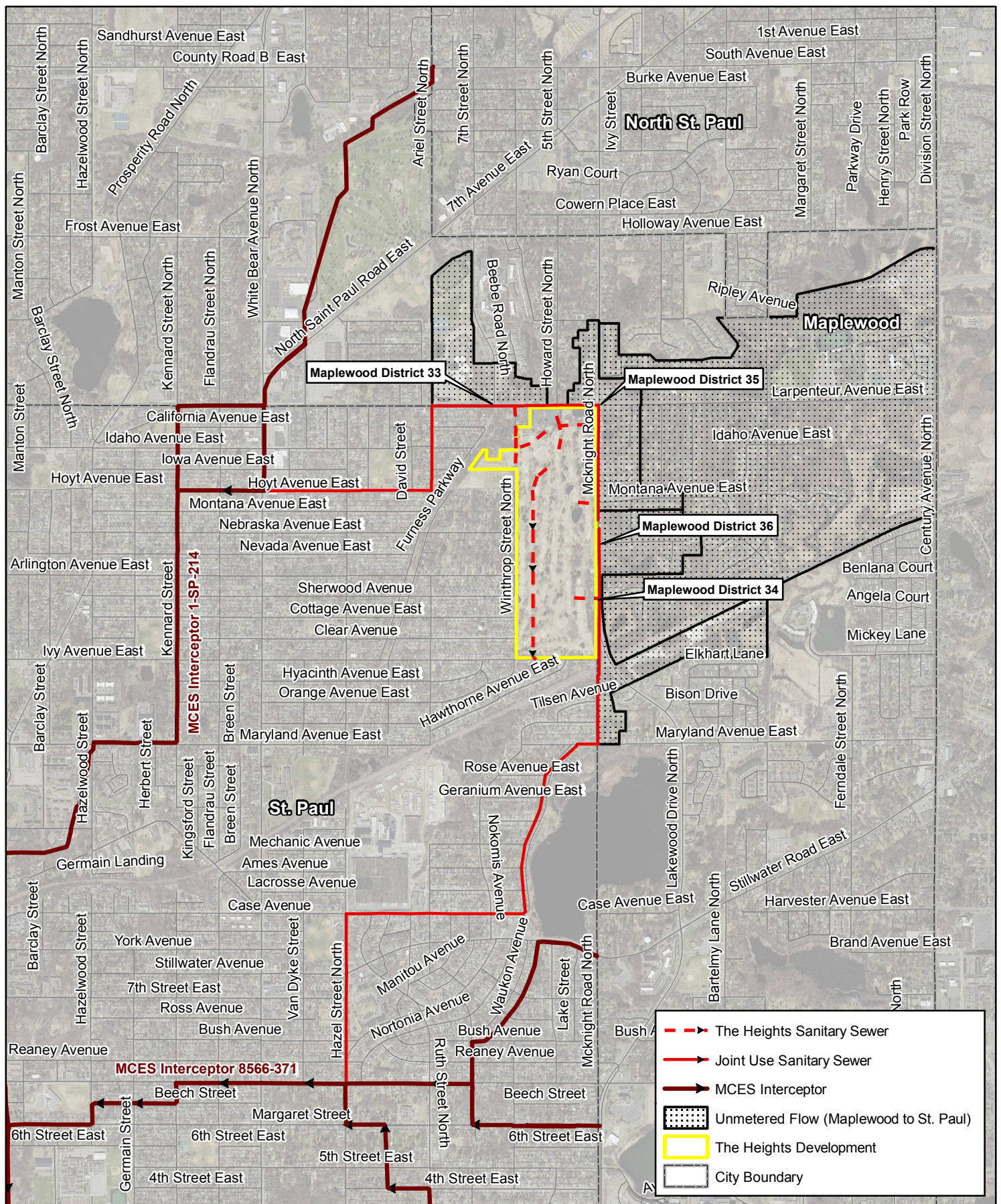
CITY OF SAINT PAUL

\_\_\_\_\_ By   
Mayor

 Approved as to Form by Legal Counsel  
And   
City Clerk

And   
Director of Public Works

And   
Director of Finance



## Exhibit 2 - Intercommunity Wastewater

The Heights  
Wastewater Joint Use Agreement



0 2,000  
Feet  
1 inch = 2,000 feet



**Exhibit 3**

**Joint Use Sewers and Percentage of Flow**

*(REC = Residential Equivalent Connection, Existing RECs Only, See Exhibit 4 for Projected RECs from The Heights)*

**Trunk Connecting to MCES Interceptor 1-SP-214**

Maplewood Sanitary Sewer Districts 33(S) and 35(S)

Sewer Segment	From	To	Maplewood REC	St. Paul REC	Total REC	Maplewood REC Percentage	St. Paul REC Percentage	Segment Length (miles)	Equiv. Maplewood Length (miles)	Equiv. St. Paul Length (miles)
McKnight Rd	Montana Ave	Larpenteur Ave	67	0	67	100%	0%	0.2913	N/A	0.0000
Larpenteur Ave	McKnight Rd	Howard St	119	0	119	100%	0%	0.1238	N/A	0.0000
Larpenteur Ave	Howard St	Howard St (204' west)	119	0	119	100%	0%	0.0386	N/A	0.0000
Larpenteur Ave	Howard St (204' west)	Beebe Rd	119	8	127	94%	6%	0.1492	0.1402	N/A
Larpenteur Ave	Beebe Rd	Ruth St	168	21	189	89%	11%	0.1788	0.1591	N/A
Ruth St	Larpenteur Ave	Hoyt Ave	168	92	260	65%	35%	0.2487	0.1617	N/A
Hoyt Ave	Ruth St	Hazel Ave	168	220	388	43%	57%	0.2547	0.1095	N/A
Hoyt Ave	Hazel Ave	White Bear Ave	168	250	418	40%	60%	0.2392	0.0957	N/A
<i>Sub-Total Equivalent Length</i>									<i>0.6662</i>	<i>0.0000</i>

**Trunk Connecting to MCES Interceptor 8566-371**

Maplewood Sanitary Sewer Districts 34(S) and 36(S)

Sewer Segment	From	To	Maplewood REC	St. Paul REC	Total REC	Maplewood REC Percentage	St. Paul REC Percentage	Segment Length (miles)	Equiv. Maplewood Length (miles)	Equiv. St. Paul Length (miles)
McKnight Rd	Arlington Ave	Edgewater Blvd	736	0	736	100%	0%	0.5034	N/A	0.0000
Edgewater Blvd	Maryland Ave	Case Ave	736	176	912	81%	19%	0.5544	0.4491	N/A
Case Ave	Edgewater Blvd	Hazel St	736	544	1,280	58%	43%	0.5207	0.3020	N/A
Hazel St	Case Ave	Minnehaha Ave	736	2,167	2,903	25%	75%	0.5014	0.1254	N/A
<i>Sub-Total Equivalent Length</i>									<i>0.8764</i>	<i>0.0000</i>
<b>Total Equivalent Length</b>									<b>1.5427</b>	<b>0.0000</b>

**Exhibit 4**  
**Residential Equivalent Connections (RECs)**

**St. Paul**

District	Sewer Segment	From	To	Existing REC	Ex. Cumulative REC	The Heights REC	The Heights Cumulative REC
1-SP-214	McKnight Rd	Montana Ave	Larpenteur Ave	0	0	0	0
	Larpenteur Ave	McKnight Rd	Howard St	0	0	0	0
	Larpenteur Ave	Howard St	Howard St (204' west)	0	0	240	240
	Larpenteur Ave	Howard St (204' west)	Beebe Rd	8	8	540	788
	Larpenteur Ave	Beebe Rd	Ruth St	13	21	0	801
	Ruth St	Larpenteur Ave	Hoyt Ave	71	92	0	872
	Hoyt Ave	Ruth St	Hazel St	128	220	0	1,000
	Hoyt Ave	Hazel St	White Bear Ave	30	250	0	1,030
8566-371	McKnight Rd	Arlington Ave	Edgewater Blvd	102	102	131	233
	Edgewater Blvd	Maryland Ave	Case Ave	74	176	0	307
	Case Ave	Edgewater Blvd	Hazel St	368	544	0	675
	Hazel St	Case Ave	Minnehaha Ave	1,623	2,167	0	2,298

**Maplewood**

District	Sewer Segment	From	To	Existing REC	Ex. Cumulative REC
35(S)	Montana Ave	Lakewood Dr	McKnight Rd	46	46
	Hoyt Ave	cul-de-sac	McKnight Rd	14	60
	McKnight Rd	Montana Ave	Larpenteur Ave	7	67
	Currie St	cul-de-sac	McKnight Rd	15	82
	McKnight Rd	Ripley Ave	Larpenteur Ave	32	114
	Larpenteur Ave	Currie St	Howard St	5	119
33(S)	Larpenteur Ave	Howard St	Ruth St	6	125
	Beebe Rd	MH 3	Larpenteur Ave	16	141
	Mounds Park Academy			27	168
36(S)	Myrtle Ct	cul-de-sac	Nebraska Ave	9	9
	Currie St	Montana Ave	Nebraska Ave	8	17
	Nebraska Ave	cul-de-sac	McKnight Rd	32	49
	McKnight Rd	Nebraska Ave	Maryland Ave	93	142
34(S)	Townhouses of Maple Woods			60	202
	Maplewood Apartments			72	274
	Hill-Murray School			138	412
	Century Trails Senior Living			40	452
	Trail's Edge Townhomes			48	500
	Myrtle St	Montana Ave	Larpenteur Ave	22	522
	Larpenteur Ave	Myrtle St	Sterling St	18	540
	Sterling St	Larpenteur Ave	Mary St	76	616
	Lakewood Dr	Larpenteur Ave	Montana Ave	28	644
	Mary St	Montana Ave	cul-de-sac	62	706
Arlington Ave	cul-de-sac	McKnight Rd	30	736	

**CITY COUNCIL STAFF REPORT**

Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager

**REPORT FROM:** Steven Love, Public Works Director / City Engineer  
Jon Jarosch, Assistant City Engineer  
Tyler Strong, Civil Engineer I

**PRESENTER:** Jon Jarosch

**AGENDA ITEM:** Resolution Accepting Assessment Roll and Ordering Assessment Hearing for September 11, 2023, Myrtle-Sterling Area Street Improvements, City Project 22-16

**Action Requested:**  Motion  Discussion  Public Hearing

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

**Policy Issue:**

City Council will consider approving the Resolution Accepting Assessment Roll and Ordering Assessment Hearing for September 11, 2023 pertaining to the Myrtle-Sterling Area Street Improvements, City Project 22-16. Assessments are an important source of funding for municipal infrastructure projects. The assessment hearing gives property owners an opportunity to speak to Council regarding the pending assessment to their property.

**Recommended Action:**

Motion to approve the Resolution Accepting Assessment Roll and Ordering Assessment Hearing, for the Myrtle-Sterling Area Street Improvements, City Project 22-16.

**Fiscal Impact:**

Is There a Fiscal Impact?  No  Yes, the true or estimated cost is \$764,325.00

Financing source(s):  Adopted Budget  Budget Modification  New Revenue Source  
 Use of Reserves  Other: Project Assessments

**Strategic Plan Relevance:**

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

Assessments are an essential funding source for proposed infrastructure improvement projects. Assessments are also just one of the funding sources for the Myrtle-Sterling Area Street Improvements.



**Background:**

There are a total of 134 assessable residential and commercial properties within the project area. An independent appraisal firm was hired to ascertain an opinion of special benefit received by properties within the neighborhood project area. The appraisal report confirmed that the proposed assessments stated in the attached pending assessment roll exhibit are reasonable.

An informational meeting will be held for property owners prior to the Assessment Hearing to answer questions pertaining to assessments and the assessment process. Prior to the informational meeting property owners will be informed of the pending assessment amount and next steps by mail.

**Budget Information**

The total project construction contract cost is \$3,343,490.96. The contract was awarded to Bituminous Roadways Inc. by the City Council on May 8, 2023. Bituminous Roadways Inc. was the lowest responsible bidder. See the table below for estimated project cost recovery.

<b>Current Project Funding Plan</b>	
<b>Funding Source</b>	<b>Current Funding Plan</b>
Environmental Utility Fund	\$652,000
G.O. Bonds Improvement	\$2,045,700
Sanitary Sewer Fund	\$133,700
Special Benefit Assessment	\$824,500
St. Paul Regional Water	\$429,600
W.A.C. Fund	\$33,700
<b>Total Project Funding:</b>	<b>\$4,119,200</b>

The assessment amounts shown in the attached pending assessment roll exhibit are based on the appraisal report completed by an independent appraiser. Based on the appraisal report, the total assessment amount was found to be \$764,325.00. This is roughly \$60,175.00 lower than the estimated preliminary amount of \$824,500.00. The reduction is largely attributed to the proposed assessment amount for the Justice Alan Page School Property being reduced as recommended by the appraisal report. It is anticipated the reduction in assessment funding will be covered by the project's 10% contingencies that are built into the above funding plan.

The project costs and current funding plan have been reviewed by the Finance Director. A final budget adjustment will be made based on final construction costs after construction is complete. Budget adjustments are not recommended at this time.

**Proposed Schedule**

The following is the current schedule for Myrtle-Sterling Area Street Improvements, City Project 22-16:

<b>Project Milestone</b>	<b>Date</b>
Order Preparation of Feasibility Study	8/8/2022
Accept Feasibility Study, Order Public Hearing, Authorize Preparation of Plans & Specifications	2/13/2023
Public Hearing	2/27/2023
Order Improvement	3/13/2023
Approve Plans and Specifications, Authorize Advertisement for Bids, Authorize Preparation of Assessment Roll	3/27/2023
Bid Opening	4/27/2023
Award Contract	5/8/2023
Begin Construction	June 2023
Accept Assessment Roll & Order Assessment Hearings	8/14/2023
Assessment Hearing & Adopt Assessment Roll	9/11/2023
Complete Construction	November 2023
Assessments Certified to Ramsey County	November 2023

**Attachments:**

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

RESOLUTION  
ACCEPTING ASSESSMENT ROLL AND ORDERING ASSESSMENT HEARING

WHEREAS, the Clerk and the City Engineer have, at the direction of the City Council, prepared an assessment roll for the Myrtle-Sterling Area Street Improvements, City Project 22-16, and the said assessment roll is on file in the office of the City Engineer.

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

1. A hearing shall be held on the 11<sup>th</sup> day of September 2023, at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

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

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

Approved this 14<sup>th</sup> day of August 2023.

Pending Assessment Roll  
 Myrtle-Sterling Area Street Improvements  
 City Project 22-16

ParcelID	SiteAddress	Units	Assessment
242922120027	1600 STERLING ST N	1	\$ 6,600.00
242922120028	1590 STERLING ST N	1	\$ 6,600.00
242922120022	2546 IDAHO AVE E	1	\$ 6,600.00
242922120021	2554 IDAHO AVE E	1	\$ 6,600.00
242922120015	2531 IDAHO AVE E	1	\$ 6,600.00
242922120010	1650 STERLING ST N	1	\$ 6,600.00
242922120024	2526 IDAHO AVE E	1	\$ 6,600.00
242922120025	2516 IDAHO AVE E	1	\$ 6,600.00
242922120026	1610 STERLING ST N	1	\$ 6,600.00
242922120014	2525 IDAHO AVE E	1	\$ 6,600.00
242922210044	1667 STERLING ST N	1	\$ 6,600.00
242922210045	1659 STERLING ST N	1	\$ 6,600.00
242922120011	1640 STERLING ST N	1	\$ 6,600.00
242922120013	2515 IDAHO AVE E	1	\$ 6,600.00
242922120012	1630 STERLING ST N	1	\$ 6,600.00
242922120009	1654 STERLING ST N	1	\$ 6,600.00
242922120023	2534 IDAHO AVE E	1	\$ 6,600.00
242922210043	1673 STERLING ST N	1	\$ 6,600.00
242922120049	1580 STERLING ST N	1	\$ 6,600.00
242922210062	1618 MARY ST N	1	\$ 3,450.00
242922210063	1610 MARY ST N	1	\$ 3,450.00
242922210051	1587 STERLING ST N	1	\$ 6,600.00
242922210060	2483 IDAHO AVE E	1	\$ 3,450.00
242922210052	1581 STERLING ST N	1	\$ 6,600.00
242922210050	1593 STERLING ST N	1	\$ 6,600.00
242922210059	2493 IDAHO AVE E	1	\$ 3,450.00
242922210061	1615 STERLING ST N	1	\$ 6,600.00
242922210049	1601 STERLING ST N	1	\$ 6,600.00
242922210064	1602 MARY ST N	1	\$ 3,450.00
242922210048	1607 STERLING ST N	1	\$ 6,600.00
242922210058	2499 IDAHO AVE E	1	\$ 3,450.00
242922210046	1653 STERLING ST N	1	\$ 6,600.00
242922210057	2473 IDAHO AVE E	1	\$ 3,450.00
242922210075	1617 MARY ST N	1	\$ 3,450.00
242922210070	1579 MARY ST N	1	\$ 3,450.00
242922210073	1603 MARY ST N	1	\$ 3,450.00
242922210072	1595 MARY ST N	1	\$ 3,450.00
242922210074	1611 MARY ST N	1	\$ 3,450.00
242922210071	1587 MARY ST N	1	\$ 3,450.00
242922210065	1594 MARY ST N	1	\$ 3,450.00
242922210066	1586 MARY ST N	1	\$ 3,450.00
242922210067	1578 MARY ST N	1	\$ 3,450.00
242922210068	1570 MARY ST N	1	\$ 3,450.00
242922210069	1571 MARY ST N	1	\$ 3,450.00
242922210080	0 MONTANA AVE E	1	\$ 3,450.00
132922420032	2520 KNOLL CIR E	1	\$ 3,450.00
132922420031	2525 KNOLL CIR E	1	\$ 3,450.00
132922420030	2519 KNOLL CIR E	1	\$ 3,450.00
132922420029	2513 KNOLL CIR E	1	\$ 3,450.00

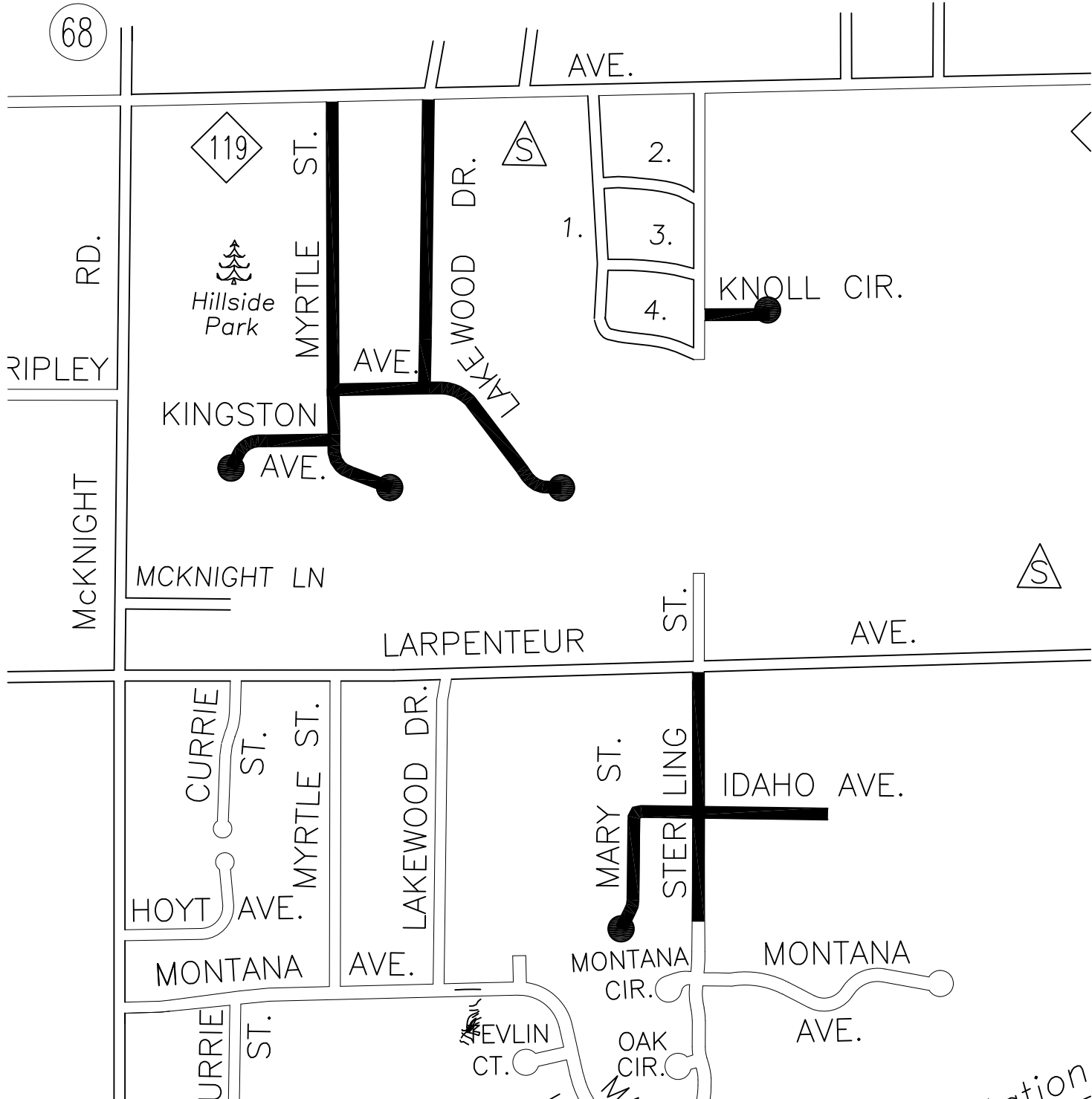
132922420028	2507 KNOLL CIR E	1	\$	3,450.00
132922420034	2508 KNOLL CIR E	1	\$	3,450.00
132922420033	2514 KNOLL CIR E	1	\$	3,450.00
132922320068	1841 MYRTLE ST N	1	\$	6,600.00
132922320088	1836 MYRTLE ST N	1	\$	6,600.00
132922320067	1835 MYRTLE ST N	1	\$	6,600.00
132922320082	1837 LAKEWOOD DR N	1	\$	6,600.00
132922320064	1815 MYRTLE ST N	1	\$	6,600.00
132922320081	1825 LAKEWOOD DR N	1	\$	6,600.00
132922320065	1821 MYRTLE ST N	1	\$	6,600.00
132922320066	1831 MYRTLE ST N	1	\$	6,600.00
132922320076	1828 MYRTLE ST N	1	\$	6,600.00
132922320032	1888 MYRTLE ST N	1	\$	6,600.00
132922320071	1861 MYRTLE ST N	1	\$	6,600.00
132922320074	1858 MYRTLE ST N	1	\$	6,600.00
132922320087	1848 MYRTLE ST N	1	\$	6,600.00
132922320005	1900 MYRTLE ST N	1	\$	6,600.00
132922320069	1847 MYRTLE ST N	1	\$	6,600.00
132922320084	1855 LAKEWOOD DR N	1	\$	6,600.00
132922320080	1815 LAKEWOOD DR N	1	\$	6,600.00
132922320063	1807 MYRTLE ST N	1	\$	6,600.00
132922320078	1806 MYRTLE ST N	0.5	\$	5,025.00
132922320072	1867 MYRTLE ST N	1	\$	6,600.00
132922320031	1892 MYRTLE ST N	1	\$	6,600.00
132922320073	1866 MYRTLE ST N	1	\$	6,600.00
132922320070	1855 MYRTLE ST N	1	\$	6,600.00
132922320077	1818 MYRTLE ST N	1	\$	6,600.00
132922340015	1777 LAKEWOOD DR N	1	\$	3,450.00
132922340008	1766 LAKEWOOD DR N	1	\$	3,450.00
132922340009	1770 LAKEWOOD DR N	1	\$	3,450.00
132922340010	1774 LAKEWOOD DR N	1	\$	3,450.00
132922340016	1771 LAKEWOOD DR N	1	\$	3,450.00
132922340018	1763 LAKEWOOD DR N	1	\$	3,450.00
132922320083	1845 LAKEWOOD DR N	1	\$	6,600.00
132922320079	1809 LAKEWOOD DR N	1	\$	6,600.00
132922340017	1767 LAKEWOOD DR N	1	\$	3,450.00
132922330078	2328 KINGSTON AVE E	1	\$	3,450.00
132922330077	2320 KINGSTON AVE E	1	\$	3,450.00
132922330080	2342 KINGSTON AVE E	1	\$	3,450.00
132922340013	1787 LAKEWOOD DR N	1	\$	3,450.00
132922340014	1783 LAKEWOOD DR N	1	\$	3,450.00
132922340019	1757 LAKEWOOD DR N	1	\$	3,450.00
132922340020	1751 LAKEWOOD DR N	1	\$	3,450.00
132922340021	1747 LAKEWOOD DR N	1	\$	3,450.00
132922340003	1746 LAKEWOOD DR N	1	\$	3,450.00
132922340004	1750 LAKEWOOD DR N	1	\$	3,450.00
132922340005	1754 LAKEWOOD DR N	1	\$	3,450.00
132922340006	1758 LAKEWOOD DR N	1	\$	3,450.00
132922340007	1762 LAKEWOOD DR N	1	\$	3,450.00
132922330087	1780 MYRTLE ST N	1	\$	3,450.00
132922330069	2315 KINGSTON AVE E	1	\$	3,450.00
132922330073	2290 KINGSTON AVE E	1	\$	3,450.00
132922320004	2354 HOLLOWAY AVE E	1	\$	4,200.00
132922320033	1891 LAKEWOOD DR N	1	\$	6,600.00

132922320002	1895 LAKEWOOD DR N	1	\$ 6,600.00
132922320034	1887 LAKEWOOD DR N	1	\$ 6,600.00
132922320029	1887 MYRTLE ST N	1	\$ 6,600.00
132922340012	1784 LAKEWOOD DR N	1	\$ 3,450.00
132922340011	1778 LAKEWOOD DR N	1	\$ 3,450.00
132922330083	1761 MYRTLE ST N	1	\$ 3,450.00
132922330079	2334 KINGSTON AVE E	1	\$ 3,450.00
132922330067	2331 KINGSTON AVE E	1	\$ 3,450.00
132922330068	2323 KINGSTON AVE E	1	\$ 3,450.00
132922330066	2339 KINGSTON AVE E	1	\$ 3,450.00
132922330071	2299 KINGSTON AVE E	1	\$ 3,450.00
132922330070	2307 KINGSTON AVE E	1	\$ 3,450.00
132922330072	2291 KINGSTON AVE E	1	\$ 3,450.00
132922330074	2298 KINGSTON AVE E	1	\$ 3,450.00
132922330075	2306 KINGSTON AVE E	1	\$ 3,450.00
132922330076	2314 KINGSTON AVE E	1	\$ 3,450.00
132922330081	1769 MYRTLE ST N	1	\$ 3,450.00
132922330082	1765 MYRTLE ST N	1	\$ 3,450.00
132922330084	1757 MYRTLE ST N	1	\$ 3,450.00
132922330085	1753 MYRTLE ST N	1	\$ 3,450.00
132922330088	1774 MYRTLE ST N	1	\$ 3,450.00
132922330089	1768 MYRTLE ST N	1	\$ 3,450.00
132922330090	1760 MYRTLE ST N	1	\$ 3,450.00
132922330091	1752 MYRTLE ST N	1	\$ 3,450.00
132922340026	1748 MYRTLE ST N	1	\$ 3,450.00
132922340027	1749 MYRTLE ST N	1	\$ 3,450.00
132922310049	2410 HOLLOWAY AVE E	1	\$ 117,300.00
132922320006	1905 MYRTLE ST N	1	\$ 6,600.00
132922320030	1895 MYRTLE ST N	1	\$ 6,600.00
132922320086	1869 LAKEWOOD DR N	1	\$ 6,600.00
132922320085	1863 LAKEWOOD DR N	1	\$ 6,600.00
			<b>\$ 764,325.00</b>

<b>Residential Single Unit Pavement Rehabilitation Rate</b>	<b>\$ 3,450.00</b>
<b>Commercial/Townhome/Multi-Family Pavement Rehabilitation Rate/Front Foot</b>	<b>\$ 69.00</b>
<b>Residential Single Unit Full Reconstruction Rate</b>	<b>\$ 6,600.00</b>
<b>Commercial/Townhome/Multi-Family Full Reconstruction Rate/Front Foot</b>	<b>\$ 132.00</b>

# NORTH ST. PAUL

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**PROPOSED STREET IMPROVEMENT**

NO SCALE

## Myrtle-Sterling Area Street Improvements

### Project Location Map

### City Project 22-16



**CITY COUNCIL STAFF REPORT**

Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager

**REPORT FROM:** Steven Love, Public Works Director / City Engineer  
Jon Jarosch, Assistant City Engineer  
Tyler Strong, Civil Engineer I

**PRESENTER:** Jon Jarosch

**AGENDA ITEM:** Resolution Accepting Assessment Roll and Ordering Assessment Hearing for September 11, 2023, Woodlynn-Southlawn Area Street Improvements, City Project 22-17

**Action Requested:**  Motion  Discussion  Public Hearing

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

**Policy Issue:**

City Council will consider approving the Resolution Accepting Assessment Roll and Ordering Assessment Hearing for September 11, 2023 pertaining to the Woodlynn-Southlawn Area Street Improvements, City Project 22-17. Assessments are an important source of funding for municipal infrastructure projects. The assessment hearing gives property owners an opportunity to speak to council regarding the pending assessment to their property.

**Recommended Action:**

Motion to approve the Resolution Accepting Assessment Roll and Ordering Assessment Hearing, for the Woodlynn-Southlawn Area Street Improvements, City Project 22-17.

**Fiscal Impact:**

Is There a Fiscal Impact?  No  Yes, the true or estimated cost is \$958,933

Financing source(s):  Adopted Budget  Budget Modification  New Revenue Source  
 Use of Reserves  Other: Project Assessments

**Strategic Plan Relevance:**

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

Assessments are an essential funding source for proposed infrastructure improvement projects. Assessments are also just one of the funding sources for the Woodlynn-Southlawn Area Street Improvements.



**Background:**

There are a total of 137 assessable residential and commercial properties within the project area. An independent appraisal firm was hired to ascertain an opinion of special benefit received by properties within the neighborhood project area. The appraisal report confirmed that the proposed assessments stated in the attached pending assessment roll exhibit are reasonable.

An informational meeting will be held for property owners prior to the Assessment Hearing to answer questions pertaining to assessments and the assessment process. Prior to the informational meeting property owners will be informed of the pending assessment amount and next steps by mail.

**Budget Information**

The total project construction contract cost is \$2,389,097.43. The contract was awarded to T.A. Schifsky & Sons by the City Council on May 8, 2023. T.A. Schifsky & Sons was the lowest responsible bidder. See the table below for estimated project cost recovery.

<b>Current Project Funding Plan</b>	
<b>Funding Source</b>	<b>Current Funding Plan</b>
Environmental Utility Fund	179,300
Sanitary Sewer Fund	\$51,900
Special Benefit Assessment	\$997,700
S.R.F. Fund	\$1,658,000
W.A.C. Fund	\$56,500
<b>Total Project Funding:</b>	<b>\$2,943,400</b>

The assessment amounts shown in the attached pending assessment roll exhibit are based on the appraisal report completed by an independent appraiser. Based on the appraisal report, the total assessment amount was found to be \$958,933. This is roughly \$38,767 lower than the estimated preliminary amount of \$997,700. The reduction is largely attributed to the proposed assessment amounts for the commercial properties being reduced as recommended by the appraisal report. It is anticipated the reduction in assessment funding will be covered by the project's 10% contingencies that are built into the above funding plan.

The project costs and current funding plan have been reviewed by the Finance Director. A final budget adjustment will be made based on final construction costs after construction is complete. Budget adjustments are not recommended at this time.

**Proposed Schedule**

The following is the current schedule for Myrtle-Sterling Area Street Improvements, City Project 22-16:

<b>Project Milestone</b>	<b>Date</b>
Order Preparation of Feasibility Study	8/8/2022
Accept Feasibility Study, Order Public Hearing, Authorize Preparation of Plans & Specifications	2/13/2023
Public Hearing	2/27/2023
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Bid Opening	4/28/2023
Award Contract	5/8/2023
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Accept Assessment Roll & Order Assessment Hearings	8/14/2023
Assessment Hearing & Adopt Assessment Roll	9/11/2023
Complete Construction	November 2023
Assessments Certified to Ramsey County	November 2023

**Attachments:**

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

RESOLUTION  
ACCEPTING ASSESSMENT ROLL AND ORDERING ASSESSMENT HEARING

WHEREAS, the Clerk and the City Engineer have, at the direction of the City Council, prepared an assessment roll for the Woodlynn-Southlawn Area Street Improvements, City Project 22-17, and the said assessment roll is on file in the office of the City Engineer.

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

1. A hearing shall be held on the 11<sup>th</sup> day of September 2023, at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessment to be published in the official newspaper, at least two weeks prior to the hearing, and to mail notices to the owner of all property affected by said assessment.

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

Approved this 14<sup>th</sup> day of August 2023.

**Pending Assessment Roll**  
**Woodlynn-Southlawn Area Street Improvements**  
**City Project 22-17**

ParcelID	SiteAddress	Units/Front Footage	Assessment
22922120096	3100 ARIEL ST N	836	\$ 57,684.00
22922120043	2080 WOODLYNN AVE E	764	\$ 52,716.00
22922120011	2015 WOODLYNN AVE E	670	\$ 46,230.00
22922120012	0 WOODLYNN AVE E	653	\$ 45,057.00
32922420017	1650 BEAM AVE E	546	\$ 27,400.00
22922210027	3000 WHITE BEAR AVE N	542	\$ 37,398.00
22922120039	2120 WOODLYNN AVE E	527	\$ 36,363.00
22922120073	1996 COUNTY ROAD D E	431	\$ 29,739.00
22922310020	0 RADATZ AVE E	199	\$ 10,400.00
32922410010	0 KENNARD ST N	356	\$ 24,564.00
32922410042	1770 BEAM AVE E	353	\$ 24,357.00
22922320053	1790 BEAM AVE E	306	\$ 21,114.00
22922310097	2839 WHITE BEAR AVE	154	\$ 10,400.00
22922120008	2036 COUNTY ROAD D E	212	\$ 11,900.00
32922410011	1670 BEAM AVE E	200	\$ 13,800.00
22922210007	1985 WOODLYNN AVE E	191	\$ 13,179.00
22922210025	3050 WHITE BEAR AVE N	167	\$ 11,523.00
22922310021	2811 WHITE BEAR AVE N	160	\$ 11,040.00
22922120013	0 LYDIA AVE E	120	\$ 8,280.00
22922320032	1828 RADATZ AVE E	1	\$ 6,600.00
22922310018	1900 RADATZ AVE E	1	\$ 6,600.00
22922320030	1840 RADATZ AVE E	1	\$ 6,600.00
22922320043	1800 RADATZ AVE E	1	\$ 6,600.00
22922320035	1808 RADATZ AVE E	1	\$ 6,600.00
22922320013	1795 RADATZ AVE E	1	\$ 6,600.00
22922320014	1809 RADATZ AVE E	1	\$ 6,600.00
22922320052	1815 RADATZ AVE E	1	\$ 6,600.00
22922320016	1825 RADATZ AVE E	1	\$ 6,600.00
22922320017	1835 RADATZ AVE E	1	\$ 6,600.00
22922320018	1845 RADATZ AVE E	1	\$ 6,600.00
22922320019	1851 RADATZ AVE E	1	\$ 6,600.00
22922320020	1861 RADATZ AVE E	1	\$ 6,600.00
22922320021	1871 RADATZ AVE E	1	\$ 6,600.00
22922320022	1879 RADATZ AVE E	1	\$ 6,600.00
22922320023	1887 RADATZ AVE E	1	\$ 6,600.00
22922320024	1895 RADATZ AVE E	1	\$ 6,600.00
22922310066	1905 RADATZ AVE E	1	\$ 6,600.00
22922310016	1915 RADATZ AVE E	1	\$ 6,600.00
22922310015	1927 RADATZ AVE E	1	\$ 6,600.00
22922320050	2764 SOUTHLAWN DR N	1	\$ 6,600.00
22922320029	1846 RADATZ AVE E	1	\$ 6,600.00
22922320026	1882 RADATZ AVE E	1	\$ 6,600.00

22922320039	1860 RADATZ AVE E	1	\$	6,600.00
22922320034	1816 RADATZ AVE E	1	\$	6,600.00
22922320027	1874 RADATZ AVE E	1	\$	6,600.00
22922320040	1850 RADATZ AVE E	1	\$	6,600.00
22922320033	1826 RADATZ AVE E	1	\$	6,600.00
22922310019	1910 RADATZ AVE E	1	\$	6,600.00
22922320025	1890 RADATZ AVE E	1	\$	6,600.00
22922110024	3034 FURNESS CT N	1	\$	3,450.00
22922110028	3031 FURNESS CT N	1	\$	3,450.00
22922110023	3024 FURNESS CT N	1	\$	3,450.00
22922110027	3021 FURNESS CT N	1	\$	3,450.00
22922110022	3018 FURNESS CT N	1	\$	3,450.00
22922110026	2147 LYDIA AVE E	1	\$	3,450.00
22922110021	3010 FURNESS CT N	1	\$	3,450.00
22922110035	2206 WOODLYNN AVE E	1	\$	3,450.00
22922110100	2234 WOODLYNN AVE E	1	\$	3,450.00
22922110101	2214 WOODLYNN AVE E	1	\$	3,450.00
22922110102	2224 WOODLYNN AVE E	1	\$	3,450.00
22922110032	2172 WOODLYNN AVE E	1	\$	3,450.00
22922110034	2196 WOODLYNN AVE E	1	\$	3,450.00
22922110033	2184 WOODLYNN AVE E	1	\$	3,450.00
22922110030	2154 WOODLYNN AVE E	1	\$	3,450.00
22922110029	2144 WOODLYNN AVE E	1	\$	3,450.00
22922110031	2164 WOODLYNN AVE E	1	\$	3,450.00
22922320048	2778 SOUTHLAWN DR N	1	\$	3,450.00
22922320044	2812 SOUTHLAWN DR N	1	\$	3,450.00
22922320045	2804 SOUTHLAWN DR N	1	\$	3,450.00
32922410017	2809 SOUTHLAWN DR N	1	\$	3,450.00
32922410005	2799 SOUTHLAWN DR N	1	\$	3,450.00
22922320012	2830 SOUTHLAWN DR N	1	\$	3,450.00
22922320046	2796 SOUTHLAWN DR N	1	\$	3,450.00
22922320047	2786 SOUTHLAWN DR N	1	\$	3,450.00
22922320049	2772 SOUTHLAWN DR N	1	\$	3,450.00
32922410015	2831 SOUTHLAWN DR N	1	\$	3,450.00
32922410014	2837 SOUTHLAWN DR N	1	\$	3,450.00
22922320011	2838 SOUTHLAWN DR N	1	\$	3,450.00
32922430010	1585 COUNTY ROAD C E	1	\$	3,450.00
32922430020	2661 GERMAIN CT N	1	\$	3,450.00
32922430011	2660 GERMAIN CT N	1	\$	3,450.00
32922430012	2670 GERMAIN CT N	1	\$	3,450.00
32922430013	2678 GERMAIN CT N	1	\$	3,450.00
32922430014	2682 GERMAIN CT N	1	\$	3,450.00
32922430018	2675 GERMAIN CT N	1	\$	3,450.00
32922430019	2669 GERMAIN CT N	1	\$	3,450.00
32922430021	2653 GERMAIN CT N	1	\$	3,450.00
32922430015	2681 GERMAIN CT N	1	\$	3,450.00
22922120070	2073 WOODLYNN AVE E	1	\$	3,024.50

22922120092	2053 WOODLYNN AVE E	1	\$	3,024.50
22922120069	2069 WOODLYNN AVE E	1	\$	3,024.50
22922120066	2057 WOODLYNN AVE E	1	\$	3,024.50
22922120068	2065 WOODLYNN AVE E	1	\$	3,024.50
22922120091	2061 WOODLYNN AVE E	1	\$	3,024.50
32922410020	2825 SOUTHLAWN DR N	1	\$	2,829.00
32922410025	2815 SOUTHLAWN DR N	1	\$	2,829.00
32922410027	2811 SOUTHLAWN DR N	1	\$	2,829.00
32922410022	2821 SOUTHLAWN DR N	1	\$	2,829.00
32922410024	2817 SOUTHLAWN DR N	1	\$	2,829.00
32922410019	2827 SOUTHLAWN DR N	1	\$	2,829.00
32922410026	2813 SOUTHLAWN DR N	1	\$	2,829.00
32922410021	2823 SOUTHLAWN DR N	1	\$	2,829.00
32922410023	2819 SOUTHLAWN DR N	1	\$	2,829.00
22922110059	2215 WOODLYNN AVE E	1	\$	2,668.00
22922110056	2199 WOODLYNN AVE E	1	\$	2,668.00
22922110057	2201 WOODLYNN AVE E	1	\$	2,668.00
22922110050	2227 WOODLYNN AVE E	1	\$	2,668.00
22922110069	2187 WOODLYNN AVE E	1	\$	2,668.00
22922110075	2177 WOODLYNN AVE E	1	\$	2,668.00
22922110071	2191 WOODLYNN AVE E	1	\$	2,668.00
22922110070	2189 WOODLYNN AVE E	1	\$	2,668.00
22922110068	2185 WOODLYNN AVE E	1	\$	2,668.00
22922110076	2179 WOODLYNN AVE E	1	\$	2,668.00
22922110049	2225 WOODLYNN AVE E	1	\$	2,668.00
22922110061	2219 WOODLYNN AVE E	1	\$	2,668.00
22922110055	2197 WOODLYNN AVE E	1	\$	2,668.00
22922110054	2195 WOODLYNN AVE E	1	\$	2,668.00
22922110077	2181 WOODLYNN AVE E	1	\$	2,668.00
22922110060	2217 WOODLYNN AVE E	1	\$	2,668.00
22922110051	2229 WOODLYNN AVE E	1	\$	2,668.00
22922110062	2221 WOODLYNN AVE E	1	\$	2,668.00
22922110074	2175 WOODLYNN AVE E	1	\$	2,668.00
22922110090	2145 WOODLYNN AVE E	1	\$	2,668.00
22922110095	2157 WOODLYNN AVE E	1	\$	2,668.00
22922110097	2161 WOODLYNN AVE E	1	\$	2,668.00
22922110089	2143 WOODLYNN AVE E	1	\$	2,668.00
22922110092	2149 WOODLYNN AVE E	1	\$	2,668.00
22922110093	2151 WOODLYNN AVE E	1	\$	2,668.00
22922110094	2155 WOODLYNN AVE E	1	\$	2,668.00
22922110096	2159 WOODLYNN AVE E	1	\$	2,668.00
22922110091	2147 WOODLYNN AVE E	1	\$	2,668.00
22922110043	2249 WOODLYNN AVE E	1	\$	2,668.00
22922110044	2251 WOODLYNN AVE E	1	\$	2,668.00
22922110042	2247 WOODLYNN AVE E	1	\$	2,668.00
22922110041	2245 WOODLYNN AVE E	1	\$	2,668.00
22922110052	2231 WOODLYNN AVE E	1	\$	2,668.00

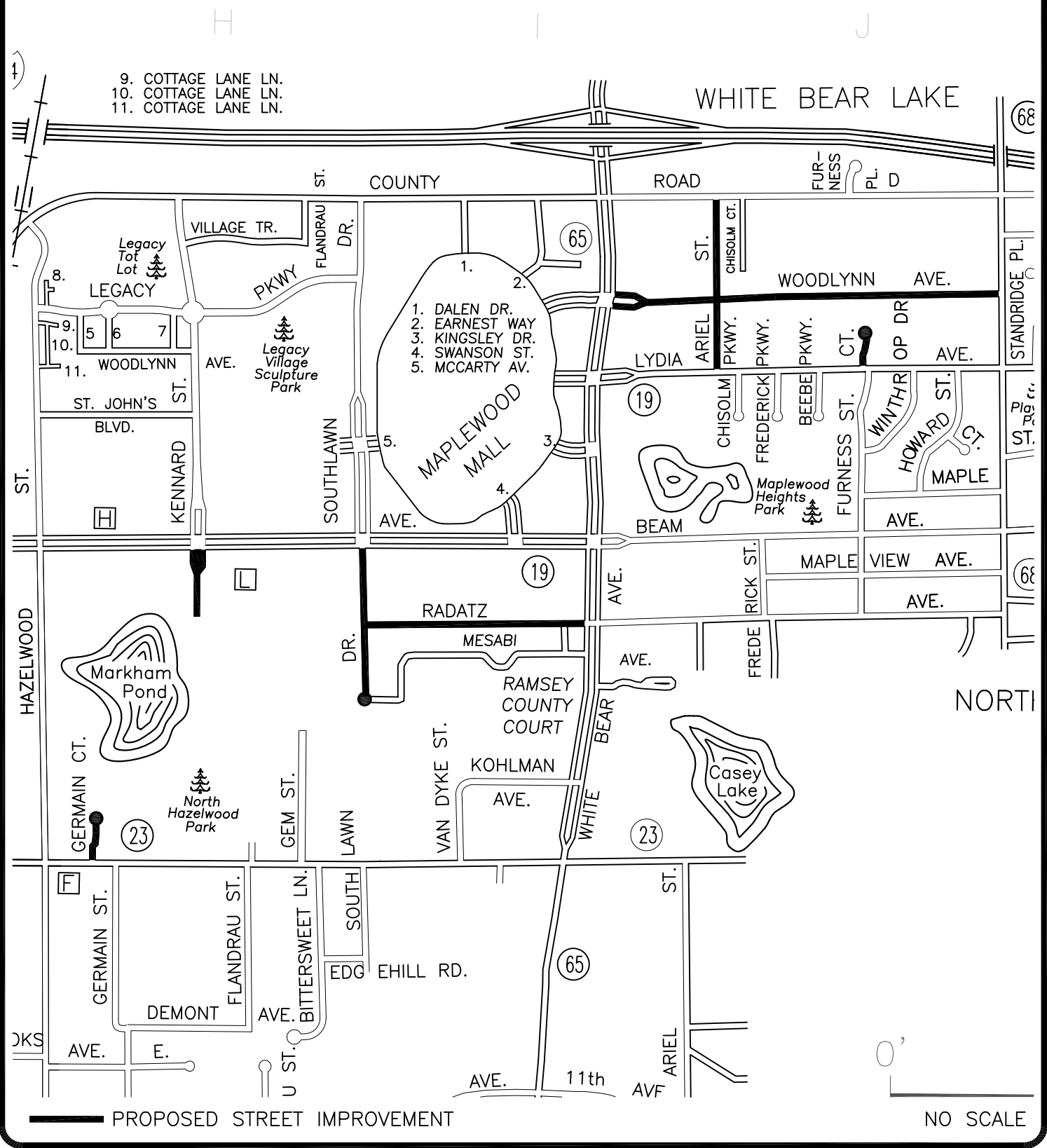
22922120042	0 WOODLYNN AVE E	23	\$ 1,587.00
			<b>\$ 958,933.00</b>

<b>Residential Single Unit Pavement Rehabilitation R:</b>	<b>\$ 3,450.00</b>
<b>Commercial/Townhome/Multi-Family Pavement R:</b>	<b>\$ 69.00</b>
<b>Residential Single Unit Full Reconstruction Rate</b>	<b>\$ 6,600.00</b>
<b>Commercial/Townhome/Multi-Family Full Recons:</b>	<b>\$ 132.00</b>

<b>Woodlynn Easterly Townhomes</b>	
Total Townhome Front Footage=	1276
Townhome Pavement Rehabilitation Rate per Front \$	69.00
Total Townhome Assessment=	\$ 88,044.00
Total Number of Townhome Units=	33
<b>Assessment Rate Per Unit=</b>	<b>\$ 2,668.00</b>

<b>Woodlynn Westerly Townhomes</b>	
Total Townhome Front Footage=	263
Townhome Pavement Rehabilitation Rate per Front \$	69.00
Total Townhome Assessment=	\$ 18,147.00
Total Number of Townhome Units=	6
<b>Assessment Rate Per Unit=</b>	<b>\$ 3,024.50</b>

<b>Southview Triplex's</b>	
Total Townhome Front Footage=	369
Townhome Pavement Rehabilitation Rate per Front \$	69.00
Total Townhome Assessment=	\$ 25,461.00
Total Number of Townhome Units=	9
<b>Assessment Rate Per Unit=</b>	<b>\$ 2,829.00</b>



9. COTTAGE LANE LN.  
 10. COTTAGE LANE LN.  
 11. COTTAGE LANE LN.

1. DALEN DR.
2. EARNEST WAY
3. KINGSLEY DR.
4. SWANSON ST.
5. MCCARTY AV.



# Woodlynn-Southlawn Area Street Improvements

## Project Location Map

### City Project 22-17





**CITY COUNCIL STAFF REPORT**  
Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager

**REPORT FROM:** Andrea Sindt, City Clerk  
Christine Evans, Deputy City Clerk

**PRESENTER:** Andrea Sindt, City Clerk

**AGENDA ITEM:** Local Lawful Gambling Permit for Hill Murray School, 2625 Larpenteur Avenue E

**Action Requested:**  Motion       Discussion       Public Hearing

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

**Policy Issue:**

A request for a Local Lawful Gambling permit has been submitted by Hill Murray School. Approval of the request would allow lawful gambling activity to be conducted during the school's Pioneer Premiere Auction held on the school's property, 2625 Larpenteur Ave E, on Saturday, April 27, 2024 from 5:00 pm to 9:00 pm.

**Recommended Action:**

Motion to approve the Local Lawful Gambling permit for Hill Murray School for their event on April 27, 2024.

**Fiscal Impact:**

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

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

**Strategic Plan Relevance:**

Community Inclusiveness       Financial & Asset Mgmt       Environmental Stewardship

Integrated Communication       Operational Effectiveness       Targeted Redevelopment

Council approval is required prior to issuance of a local gambling permit, per City Code Sec. 22-12.

**Background:**

Lawful gambling activity conducted at this event is exempt from state licensure under MN §349.166. MN §349.213 authorizes cities to require a local permit for conduct of lawful gambling exempt from state licensing requirements.

**Attachments:**

None

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**CITY COUNCIL STAFF REPORT**

Meeting Date August 14, 2023

**REPORT TO:** Melinda Coleman, City Manager

**REPORT FROM:** Ron Batty, City Attorney

**PRESENTER:** Ron Batty, City Attorney

**AGENDA ITEM:** Interim Ordinance Regarding Cannabis Businesses

- a. Public Hearing
- b. Interim Ordinance Authorizing a Study and Imposing a Moratorium
- c. Resolution Authorizing Publication of the Ordinance by Title and Summary (4 votes)

**Action Requested:**  Motion  Discussion  Public Hearing

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

**Policy Issue:**

Should the city council adopt an interim ordinance authorizing a study and imposing a moratorium on cannabis businesses?

**Recommended Action:**

- a. Hold a public hearing.
- b. Motion to adopt an interim ordinance authorizing a study and imposing a moratorium on the operation of cannabis businesses.
- c. Motion to approve the resolution authorizing publication of the ordinance by title and summary (4 votes).

**Fiscal Impact:**

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

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

**Strategic Plan Relevance:**

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

**Background:**

The new cannabis legislation authorizes the possession and use of cannabis products starting August 1 although sales will not be permitted until cannabis businesses are licensed. The state will be responsible for licensing cannabis businesses but a number of things must occur prior to the implementation of licensing. The Office of Cannabis Management (OCM) has technically been

established but it needs to be staffed and become operational. It needs to draft rules which, among other things, will hopefully clarify some of the ambiguities in the statute. OCM is also required to draft sample ordinances and policies for cities to adopt. Although the state will have primary licensing responsibility, cities will have a limited role to play in regulating cannabis businesses. Cities are authorized to have reasonable time, place and manner restrictions but cannot prohibit the location of cannabis businesses in the community. Cities may restrict the location of businesses through zoning and may establish setbacks from other uses, including schools, day cares, areas of parks used by children such as playgrounds and athletic fields. Cities may restrict the hours of operation of businesses and limit the number of businesses within the community, subject to the statutory minimum of 1 per 12,500 population. Once the state issues a license, the city will be given notice and asked to comment on whether the location meets city requirements. Cities may register businesses and must then conduct compliance checks. Cities may also opt out of registration and avoid having to conduct compliance checks but then will not participate in the distribution of the tax imposed by the state on such businesses. Cities will also be able to suspend local registrations (not the license) and will need to establish procedures for that.

Until the OCM is up and running and the above steps have been accomplished, it will be virtually impossible for a city to draft thoughtful ordinances to address these issues. The statute recognizes this and authorizes cities to adopt an interim ordinance establishing a moratorium. The moratorium can be in place until January 1, 2025. If cannabis products cannot legally be sold until the state issues licenses, why adopt a local moratorium? The advantage of a moratorium is to prevent getting caught by surprise by learning the state is ready to issue licenses sooner than expected and having to scramble to get ordinances in place. Since the city's response is likely to involve a zoning ordinance, at least in part, that will need to go through the planning commission and will take time to go into effect. A moratorium would help prevent the city from finding itself in that position.

**Attachments:**

1. Interim Ordinance
2. Resolution

ORDINANCE NO. \_\_\_\_

AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES

The City Council of the City of Maplewood ordains as follows:

**ARTICLE I. Authority and Legislative Findings.**

- A. The Minnesota Legislature recently enacted and Governor Walz signed 2023 Minnesota Session Laws, Chapter 63 – H.F. No. 100 (“Act”), codified as Minnesota Statutes, sections 342.01, et seq., which is comprehensive legislation relating to cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis businesses and hemp businesses, taxing the sale of cannabis flower, cannabis products, and certain hemp products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions and providing for the temporary regulation of certain edible cannabinoid products.
- B. The Act provides local units of government certain authority related to cannabis businesses, including the authority to (1) adopt reasonable restrictions on the time, place, and manner of the operation of cannabis businesses, provided that such restrictions do not prohibit the establishment or operation of a cannabis businesses, (2) limit the number of certain cannabis businesses based on the population of the community, (3) prohibit the operation of a cannabis business within 1,000 feet of a school or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field, and (4) require local registration of certain cannabis businesses operating retail establishments,.
- C. The Act requires the OCM, which was established effective July 1, 2023, to work with local governments to develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of cannabis businesses. The Act also requires the OCM to establish additional rules and regulations relating to the operation of cannabis businesses. Maplewood will benefit from reviewing and analyzing the OCM’s model ordinances, rules and regulations before making any decisions related to the regulation of cannabis businesses in the City.
- D. Minnesota Statutes, section 342.13(e) expressly allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place and manner of the operation of cannabis businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of cannabis businesses within the jurisdiction or a portion thereof until January 1, 2025.

- E. Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, Maplewood desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.
- F. Maplewood desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place and manner of the operation of cannabis businesses as well as the other regulations local units of government may adopt under the Act.
- G. On August 14, 2023, after providing at least 10 days published notice, the City Council held a public hearing regarding the consideration and adoption of an interim ordinance prohibiting the operation of cannabis businesses within the City until January 1, 2025.

**ARTICLE II. Definitions.** For purposes of this Ordinance, the following terms shall have the meanings given them in this section.

- (a) “Act” means 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100), codified as Minnesota Statutes, sections 342.01, et seq.
- (b) “Cannabis Business” has the meaning given the term in Minnesota Statutes, section 342.01, subd. 14.
- (c) “City” means the City of Maplewood, Minnesota.
- (d) “Edible Cannabinoid Product” has the meaning given the term in Minnesota Statutes, section 151.72, subd. 1(f).
- (e) “OCM” means the Office of Cannabis Management, established as set forth in Minnesota Statutes, section 342.02, subd. 1.
- (f) “Ordinance” means this interim ordinance, which is adopted pursuant to Minnesota Statutes, section 342.13(e).

**ARTICLE III. Study Authorized.** The City Council hereby authorizes and directs the City Manager to have City staff and consultants conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as the other potential local regulations allowed under the Act, and report to the City Council on the potential regulation of Cannabis Businesses. The study must include a review of the model ordinances the OCM is directed to draft under Minnesota Statutes, section 342.13(d), an analysis of potential setback regulations allowed under Minnesota Statutes, section 342.13(c), and such other matters as staff may determine are relevant to the City Council’s consideration of this matter. The report shall include the City staff’s recommendations on whether the City Council should adopt regulations and, if so, the recommended types of regulations.

**ARTICLE IV. Moratorium.** A moratorium is hereby imposed regarding the operation of a Cannabis Business within the City. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within Maplewood. The City shall not accept, process, or act

on any application, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting City review of any application or proposal for a business proposing to engage in the operation of a Cannabis Business.

**ARTICLE V. Violation.** During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

**ARTICLE VI. Exceptions.** The moratorium imposed by this Ordinance does not apply to: (1) the continued operation of a business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to July 1, 2023; (2) the lawful sale of Edible Cannabinoid Products in compliance with Minnesota Statutes, section 151.72; or (3) sales of Edible Cannabinoid Products at an exclusive liquor store in accordance with Minnesota Statutes, section 340A.412, subd. 14. Nothing in this Article exempts a business, person, or entity that is selling Edible Cannabinoid Products from having to comply with all requirements and prohibitions of applicable laws and ordinances.

**ARTICLE VII. Enforcement.** Violation of this Ordinance is a misdemeanor. The City may also enforce this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance is also subject to the City's general penalty in City Code and may result in the City reporting the violation to the OCM if relevant to OCM licensing. The City Council hereby authorizes the City Manager, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance.

**ARTICLE VIII. Duration.** This Ordinance shall become effective on the first day of publication after adoption and shall remain in effect until January 1, 2025. This Ordinance may be repealed earlier upon the effective date of an ordinance adopting or amending reasonable restrictions on the time, place and manner of the operation of a Cannabis Business within the City.

**ARTICLE IX. Severability.** Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part thereof. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

Adopted by the City of Maplewood this 14<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
Marylee Abrams, Mayor

ATTEST: \_\_\_\_\_  
Andrea Sindt, City Clerk

CITY OF MAPLEWOOD

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING PUBLICATION OF  
ORDINANCE NO. \_\_\_\_\_ BY TITLE AND SUMMARY

WHEREAS, the city council of the city of Maplewood has adopted Ordinance No. \_\_\_\_\_, an interim ordinance establishing a moratorium on the operation of cannabis businesses; and

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

WHEREAS, the ordinance is three pages in length; and

WHEREAS, the city council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Maplewood that the city clerk shall cause the following summary of Ordinance No. \_\_\_\_\_ to be published in the official newspaper in lieu of the entire ordinance:

**Public Notice**

On August 14, 2023, the city council of the city of Maplewood adopted Ordinance No. \_\_\_\_\_, an ordinance establishing a moratorium on the operation of cannabis businesses, as that term is now defined in state law. The 2023 Legislature adopted Minnesota Statutes, section 342.01, et seq. which permits the establishment and operation of cannabis businesses. The statute establishes a state Office of Cannabis Management (the “OCM”) which will be responsible for licensing cannabis businesses. Cities are allowed limited authority to regulate cannabis businesses. The OCM is required to draft model ordinances regarding reasonable restrictions on the time, place and manner of local regulations. However, cities cannot develop their ordinances until the OCM is in operation and has adopted rules and developed sample ordinances. The interim ordinance declares a moratorium on the operation of cannabis businesses and authorizes a study to determine if and how the city wishes to regulate them. Medical cannabis and other products which could be sold legally before July 1, 2023 are not covered by the moratorium. The moratorium will be in effect until January 1, 2025 unless repealed earlier. This public notice is intended only to



summarize the ordinance. The full text of the ordinance is available for inspection at Maplewood city hall during regular business hours and has been posted to the city's website.

BE IT FURTHER RESOLVED by the city council of the city of Maplewood that the city clerk keep a copy of the ordinance in her office at city hall for public inspection.

Dated: August 14, 2023.

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Marylee Abrams, Mayor

ATTEST:

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Andrea Sindt, City Clerk