

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, December 11, 2023
City Hall, Council Chambers
Meeting No. 23-23

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. November 27, 2023 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
 - a. Council Calendar Update
2. Council Presentations
3. Swearing-In Ceremony for Police Officer Jacob Kaden and Sergeant Tony Gabriel

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. Fee Schedule 2024 Ordinance
 - a. Ordinance Establishing 2024 Fee Schedule
 - b. Resolution Authorization Publication by Title and Summary (4 votes)
3. Resolution Approving Annual Liquor License Renewals for 2024
4. Off-Sale Intoxicating Liquor License for Hillside Liquor, 1690 McKnight Road N, Suite B
5. 2024 City Council Meeting Calendar
6. Cope Avenue Improvements, City Project 21-06
 - a. Resolution Directing Modification of Existing Construction Contract, Change Order No.1
 - b. Resolution Directing Final Payment and Acceptance of Project
7. Metropolitan Livable Communities Act Grant Agreement, Rice Street Gardens, 1958 Rice Street North
8. Agreements for Minnesota Department of Employment and Economic Development's Contamination Cleanup Grant, 1910 County Road C East
9. Conditional Use Permit Review, Multifamily Residential Project, 1136 and 1160 Frost Avenue East
10. Call for Special Meeting of the City Council on December 18, 2023 Regarding City Manager Replacement
11. Resolution Accepting Donation from Calvary Church

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. Truth in Taxation
 - a. Public Hearing
 - b. Resolution Certifying Property Taxes Payable in 2024
 - c. Resolution Adopting the Budget and Financial Policies for 2024 and the Capital Improvement Plan for 2024-2028
2. Achieve Language Academy Project
 - a. Public Hearing
 - b. Resolution Authorizing the Issuance, Sale, and Delivery of Charter School Lease Revenue and Refunding Notes and Approving the Forms of and Authorizing the Execution and Delivery of the Notes and Related Documents

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. On-Sale Intoxicating Liquor and Sunday Sales License for Kitchen Zone by Unison LLC., dba Kitchen Zone by Unison, 1829 North Saint Paul Road East
2. Saint Paul Educational Foundation Communications Monopole, 1210 Sterling Street South
 - a. Conditional Use Permit and Variances Resolution
 - b. Design Review Resolution
3. Adoption of Development Code Amendments
 - a. Adoption of Amendments to Chapter 12, Article I and Chapter 44, Articles I, II, and III
 - b. Resolution Authorizing Publication of the Ordinance by Title and Summary (4 votes)

K. AWARD OF BIDS

None

L. ADJOURNMENT

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

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

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

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

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

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

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

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, November 27, 2023
City Hall, Council Chambers
Meeting No. 22-23

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:01 p.m. by Mayor Abrams.

Mayor Abrams shared St John’s Hospital is preparing for a large expansion that will include the ICU, OR, Emergency Department, Labor and Delivery, and Support Services.

B. PLEDGE OF ALLEGIANCE

Marcy and Bridget Merkatoris led council in the pledge of allegiance.

C. ROLL CALL

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

D. APPROVAL OF AGENDA

The following items were added to Council Presentations:

- Hmong New Year
- Small Businesses
- Ramsey Washington Metro Watershed District

Councilmember Lee moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. November 13, 2023 City Council Meeting Minutes

Councilmember Lee moved to approve the November 13, 2023 City Council Meeting Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
a. Council Calendar Update

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

2. Council Presentations

Hmong New Year

Councilmember Lee shared the Minnesota Hmong community celebrated the Hmong New Year during the previous weekend.

Small Businesses

Councilmember Lee reminded residents to shop local and support small businesses.

Ramsey Washington Metro Watershed District

Councilmember Juenemann shared the Ramsey Washington Metro Watershed District has recognized and awarded the City of Maplewood with the LEAP award for the work done in Jim's Prairie.

3. Swearing-In Ceremony for Fire Captain/Paramedic Brett Merkatoris

Fire & EMS Chief Mondor addressed the council and introduced Fire Captain/Paramedic Brett Merkatoris. City Clerk Sindt administered the oath before the pinning of his badge.

No action required.

4. Presentation of the Fire Department's Body Worn Camera Program

Fire & EMS Chief Mondor introduced Fire Marshall Novak who gave the presentation.

No action required.

5. Strategic Plan Update for Third Quarter 2023

Administrative Services & Performance Measurement Coordinator Knutson gave the presentation.

Councilmember Lee moved to accept the Strategic Plan Report for Third Quarter of 2023.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

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

Councilmember Lee moved to approve agenda items G1-G7.

Mayor Abrams made a friendly amendment to pull G7 for a separate vote.

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Lee moved to approve the approval of claims.

ACCOUNTS PAYABLE:

\$	149,942.17	Checks # 120155 thru # 120181 dated 11/14/23
\$	555,619.29	Checks # 120193 thru # 120210 dated 11/21/23
\$	475,747.41	Disbursements via debits to checking account dated 11/06/23 thru 11/19/23
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\$	1,181,308.87	Total Accounts Payable

PAYROLL

\$	771,557.43	Payroll Checks and Direct Deposits dated 11/09/23
<hr/>		
\$	771,557.43	Total Payroll
<hr/>		
\$	1,952,866.30	GRAND TOTAL

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

2. Approval of Budgeted Transfers

Councilmember Lee moved to approve the transfers dated November 27, 2023 and authorize the Finance Director to make the necessary accounting entries.

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

3. Resolution Directing Promulgation of Ramsey County Emergency Operations Plan

Councilmember Lee moved to approve the resolution directing promulgation of Ramsey County Comprehensive Emergency Operations Plan.

Resolution 23-11-2264
RESOLUTION DIRECTING PROMULGATION OF THE RAMSEY COUNTY
COMPREHENSIVE EMERGENCY OPERATIONS PLAN

WHEREAS, the City Council of Maplewood, Minnesota is required by Minnesota State Statute to adopt a Comprehensive Emergency Operations Plan (CEOP).

WHEREAS, the CEOP details all comprehensive emergency management efforts.

WHEREAS, the CEOP is designed to comply with all applicable federal and state regulations.

WHEREAS, the CEOP will be reviewed annually and updated as necessary by Ramsey County’s Department of Emergency Management.

WHEREAS, it is now necessary and expedient that said CEOP is formally adopted.

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

1. The Mayor, City Manager, and Director of Emergency Management are hereby authorized and directed to adopt the Ramsey County Comprehensive Emergency Operations Plan through promulgation.

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

4. 2024 SCORE Funding Grant Application

Councilmember Lee moved to approve the 2024 SCORE funding grant application.

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

5. Fourth Amendment to Maplewood Community Center Operating Agreement

Councilmember Lee moved to approve the Fourth Amendment to Maplewood Community Center Operating Agreement with the YMCA of the North.

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

6. 2024 Service Agreement with National Financial Partners (NFP) for Employee Benefit Plan Assistance and Management

Councilmember Lee moved to approve the 2024 service agreement between the City of Maplewood and National Financial Partners (NFP).

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

7. Conditional Use Permit Review, Menards, 2280 Maplewood Drive

Community Development Director Parr gave the staff report. Public Works Director Love provided further information. Nick Brenner, Real Estate Representative with Menards, addressed the council and gave comments. City Council discussed the issues and City Attorney Batty provided procedural options.

Mayor Abrams moved to table the CUP review for Menards and review it again January 8, 2024.

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**
None

J. NEW BUSINESS

- 1. On-Sale Wine License for J Pot MN Inc., dba J Pot Korean BBQ & Hot Pot, 1845 County Road D East, Suite 100**

City Clerk Sindt gave the staff report. Owner Zhong Zheng addressed the council.

Councilmember Lee moved to approve the On-Sale Wine license for J Pot MN Inc., dba J Pot Korean BBQ & Hot Pot, located at 1845 County Road D East, Suite 100.

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

- 2. Ramsey County Cooperative Agreement for White Bear Avenue Improvements, City Project 19-26**

Public Works Director Love gave the staff report.

Councilmember Lee moved to approve the cooperative agreement, with Ramsey County, for the White Bear Avenue Improvements, City Project 19-26 and direct the Mayor and City

Manager to sign the agreement. Minor revisions as approved by the City Attorney are authorized as needed.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

K. AWARD OF BIDS
None

L. ADJOURNMENT

Mayor Abrams adjourned the meeting at 8:23 p.m.

DRAFT

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 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:

December 18: Special City Council Meeting (5:30 pm): Interview Candidate for City Manager Replacement
January 8: Workshop: Birch Run Building Concept

Council Comments:

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

Council Schedule for Maplewood Living through May 2024:

Issue	Contributor	Due Date
January 2024	Abrams	December 15, 2023
February 2024	Juenemann	January 17, 2024
March 2024	Cave	February 16, 2024
April 2024	Villavicencio	March 15, 2024
May 2024	Lee	April 17, 2024
June 2024	Abrams	May 14, 2024

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Brian Bierdeman, Public Safety Director
PRESENTER: Brian Bierdeman, Public Safety Director
AGENDA ITEM: Swearing-In Ceremony for Police Officer Jacob Kaden and Sergeant Tony Gabriel

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

Policy Issue:

The Maplewood Police Department has had an open hiring and recruitment process to fill multiple police officer vacancies over the last year. One Police Officer has successfully completed his field training and will be officially sworn in with the Maplewood Police Department. In addition, one Sergeant has been promoted and will be officially sworn in with the Maplewood Police Department in his new role.

Recommended Action:

For presentation purposes only.

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

N/A

Background:

Officer Jacob Kaden was born at St. John’s hospital in Maplewood and has spent the majority of his life growing up in the city. Officer Kaden lived in Maplewood since 2001, until he moved to Mounds View with his wife last fall.

Maplewood has been a big part of Officer Kaden’s life and he has enjoyed growing up in a city that has so much to offer. Before starting his career as a Police Officer, Officer Kaden graduated in 2018 from Bemidji State University with his Bachelor’s of Science in Wildlife Biology and a Minor in Wetland Ecology. Officer Kaden was a Community Service Officer from August 2022 until June

2023 with the Maplewood Police Department, prior to becoming a Police Officer. Officer Kaden continued his education in spring of 2023 where he enrolled in Century College's Law Enforcement program. Officer Kaden graduated from the SKILLS program in spring of 2023 and was awarded his Law Enforcement certificate from Century College. Soon after, Officer Kaden passed his POST Exam and began working as a Police Officer.

Several things were appealing to Officer Kaden when considering the Maplewood Police Department. The first thing that stood out was the relationships the administration had with the patrol officers. The next thing is the high standard of professionalism that police officers are held to. And last but not least, the flexibility of the department and the administration getting to know you as an individual.

The first goal Officer Kaden hopes to accomplish while at Maplewood is to complete his probationary period, and continue to learn and grow as a Police Officer. The second goal is to someday become a use of force instructor and firearms instructor.

Officer Kaden enjoys doing several activities in his free time including being active, doing anything outdoors from fishing to hunting, keeping up with his personal health and spending time with his family.

Sergeant Tony Gabriel grew up in Stillwater and attended high school there where he played football, hockey, and was even the Captain of the golf team. After high school, Sergeant Gabriel earned a Bachelor's Degree in Law Enforcement from Metro State University and later went on to obtain a Master's Degree in Public Safety Administration from St. Mary's University.

Sergeant Gabriel still lives in Stillwater with his wife DD and their three daughters Grace, Ellie, and Annie. Through the years, Sergeant Gabriel has coached his daughter's hockey, lacrosse, soccer, and softball teams. Sergeant Gabriel is currently an assistant girl's golf coach at Stillwater High School, but we think he only does this so he can spend more time at the golf course.

Sergeant Gabriel has been with the Police Department for a little over eighteen years and he has held a variety of different positions including patrol officer, investigator, K9 handler, Retail Crime Officer, Community Outreach Officer, and Acting Sergeant. Sergeant Gabriel is excited about being able to continue his community outreach work and looks forward to organizing even more community events in 2024 where members of the public safety staff get to engage with our citizens.

Attachments:

None.

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CITY COUNCIL STAFF REPORT

Meeting Date December 11, 2023

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

Action Requested:	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing
Form of Action:	<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:

\$	1,246,858.94	Checks # 120211 thru # 120250 dated 11/28/23
\$	237,629.18	Checks # 120251 thru # 120280 dated 12/05/23
\$	435,894.92	Disbursements via debits to checking account dated 11/20/23 thru 12/03/23
\$	<u>1,920,383.04</u>	Total Accounts Payable

PAYROLL

\$	<u>721,138.39</u>	Payroll Checks and Direct Deposits dated 11/24/23
\$	721,138.39	Total Payroll
\$	<u><u>2,641,521.43</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**

Check	Date	Vendor	Description	Amount
120211	11/28/2023	6163 AL TECHNOLOGIES, LLC	ONLINE BENEFITS ADMIN FEE - NOV	\$ 372.75
120212	11/28/2023	6160 AWARDS NETWORK	EMPLOYEE RECOGNITION AWARDS & GIFTS	200.00
120213	11/28/2023	5972 BHE COMMUNITY SOLAR, LLC	COMMUNITY SOLAR GARDEN - SEPTEMBER	9,288.57
120214	11/28/2023	5974 BODY KNOWLEDGE LLC	10/25 WELLNESS & BENEFITS FAIR	700.00
120215	11/28/2023	1175 NORTH ST PAUL, CITY OF	MONTHLY UTILITIES - OCTOBER	3,154.83
120216	11/28/2023	5736 FOREST LAKE SPORTSMEN'S CLUB	RANGE FEES FOR TRAINING	2,880.00
120217	11/28/2023	2818 HOFFMAN & MCNAMARA CO	2023 BOULEVARD TREE PLANTING	20,999.00
120218	11/28/2023	789 KATH FUEL OIL SERVICE CO	FLEET DEF FLUID	449.64
120219	11/28/2023	7013 KEITH P. STREFF	POTENTIALLY DANGEROUS DOG - HEARING/APPEAL	200.00
120220	11/28/2023	2938 KORTWEB INC	KORWEB SERVICE FEE - 10/20/2023 to 10/19/2024	4,000.00
120221	11/28/2023	827 L M C I T	WC CLAIM #00486624	10.32
	11/28/2023	827 L M C I T	WC CLAIM #00493225	2,786.37
	11/28/2023	827 L M C I T	WC CLAIM #00483344	208.29
	11/28/2023	827 L M C I T	WC CLAIM #00491882	694.26
	11/28/2023	827 L M C I T	WC CLAIM #00491921	1,314.45
	11/28/2023	827 L M C I T	WC CLAIM #00496301	956.03
	11/28/2023	827 L M C I T	WC CLAIM #00495490	13,219.16
	11/28/2023	827 L M C I T	WC CLAIM #00477220	1,987.04
120222	11/28/2023	846 LANGUAGE LINE SERVICES	PHONE INTERPRETATION SERVICES - OCTOBER	918.23
120223	11/28/2023	917 MACQUEEN EMERGENCY	FIRE EQUIPMENT REPAIR	383.00
120224	11/28/2023	5222 MARTIN-MCALLISTER	2 PUBLIC SAFETY ASSESSMENTS & 1 PERSONNEL EVAL	2,750.00
120225	11/28/2023	3818 MEDICA	MONTHLY PREMIUM - DECEMBER	213,137.45
120226	11/28/2023	6438 METRO - INET	VIRTUAL SERVER SUPPORT/MGMT NOV	8,816.00
120227	11/28/2023	396 MN DEPT OF PUBLIC SAFETY	FINGERPRINT BACKGROUND FEE	200.00
120228	11/28/2023	6257 NINE NORTH	OCTOBER 2023 MUNICIPAL MEETING AV SERVICES	657.00
120229	11/28/2023	1 MEUSER, YACKLEY & ROWLAND P.A.	TESTIMONY CHECK - TRIAL RESCHEDULED	26.05
120230	11/28/2023	6014 REHDER FORESTRY CONSULTING	TREE INSPECTION SERVICES - SEPTEMBER 2023	1,422.77
120231	11/28/2023	4130 SCHINDLER ELEVATOR CORP	ELEVATOR SERVICE AT 1902 - 11/1/23 to 1/31/24	974.12
120232	11/28/2023	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	344.24
120233	11/28/2023	1836 ST PAUL, CITY OF	2 TON - 4A ASPHALT MIX FOR PATCHING	178.18
120234	11/28/2023	3826 STERNBERG LANTERS, INC.	STREET POLE/FIXTURES - KENNARD & COUNTY RD D	5,922.00
120235	11/28/2023	1538 STREICHER'S	AMMUNITION FOR POLICE DEPARTMENT	13,789.28
120236	11/28/2023	6076 TENVOORDE FORD, INC.	2023 FORD EXP. DET. VEHICLE VIN#1FMSK8DH3PGB80850	35,825.00
120237	11/28/2023	6107 TOKLE INSPECTIONS, INC.	ELECTRICAL INSPECTIONS - OCT	9,983.52
120238	11/28/2023	211 BRAUN INTERTEC CORP.	PROJ 22-17 WOODLYNN-SOUTHLAWN Con. Mat. Testing	8,251.50
120239	11/28/2023	348 CRYSTEEL TRUCK EQUIP INC	PLOW PARTS FOR FLEET INVENTORY	155.44
120240	11/28/2023	5312 ENVUE TELEMATICS, LLC	GEO TAB PRO PLAN NOVEMBER FEE	624.00
120241	11/28/2023	519 FLEXIBLE PIPE TOOLS & EQUIP	CCTV COMPUTER SOFTWARE, UNIT 623	5,400.00
120242	11/28/2023	585 GOPHER STATE ONE-CALL	NET BILLABLE CALL TICKETS - OCTOBER 2023	846.45
120243	11/28/2023	687 HUGO'S TREE CARE INC	Buckthorn Removal Rental Clam Loader and Operator	1,110.00
	11/28/2023	687 HUGO'S TREE CARE INC	BLVD ASH REMOVAL 375 O'DAY LN E	868.00
	11/28/2023	687 HUGO'S TREE CARE INC	BLVD ASH REMOVAL 421 O'DAY LN & 451 O'DAY LN	1,802.00
120244	11/28/2023	5598 KELLY & LEMMONS, P.A.	PROSECUTION SERVICES - OCT 2023	16,575.00
120245	11/28/2023	985 METROPOLITAN COUNCIL	WASTEWATER - DECEMBER	364,344.28
120246	11/28/2023	1149 NATURAL RESOURCES RESTOR INC	Invasive shrub removal Gladstone	1,000.00
120247	11/28/2023	6273 SRF CONSULTING GROUP INC.	PROJ 22-16 MYRTLE-STERLING CONST. OBSERVATION	27,951.15
	11/28/2023	6273 SRF CONSULTING GROUP INC.	PROJ 23-08 MAPLEWOOD STREET IMPR TOPO SURVEY	10,733.27
	11/28/2023	6273 SRF CONSULTING GROUP INC.	PROJ 22-16 MYRTLE-STERLING TOPO SURVEY	19,440.14
120248	11/28/2023	1574 T A SCHIFSKY & SONS, INC	PROJ 22-17 WOODLYNN-SOUTHLAWN PMT #8	428,242.38
120249	11/28/2023	1190 XCEL ENERGY	FIRE SIRENS	62.03
	11/28/2023	1190 XCEL ENERGY	ELECTRIC & GAS UTILITY	241.25
120250	11/28/2023	5013 YALE MECHANICAL LLC	PW GARAGE HEATING REPAIRS	464.50
				<u>\$ 1,246,858.94</u>

40 Checks in this report.

**Check Register
City of Maplewood**

Check	Date	Vendor	Description	Amount
120251	12/5/2023	43 ADAM'S PEST CONTROL INC	FALL 2023 TREATMENT - PARK MAIN. GARAGE	\$ 125.00
	12/5/2023	43 ADAM'S PEST CONTROL INC	FALL 2023 TREATMENT - NATURE CENTER	125.00
120252	12/5/2023	6302 ALL STATE COMMUNICATIONS	Low voltage cabling for CD move	1,109.76
120253	12/5/2023	5638 ARVIG ENTERPRISES INC	2023-2024 FIBER OPTIC LOCATE SERVICES	1,440.00
120254	12/5/2023	4848 AVESIS	MONTHLY PREMIUM - DECEMBER	531.84
120255	12/5/2023	5786 COLONIAL LIFE PROCESSING CTR	BCN: E4677316 PREMIUM - NOV	285.02
120256	12/5/2023	6484 EMS MANAGEMENT & CONSULTANTS	AMBULANCE BILLING	8,565.58
120257	12/5/2023	5064 FIRE CATT, LLC	FIRE HOSE TESTING	6,486.22
120258	12/5/2023	3330 HOISINGTON KOEGLER GROUP INC	PROFESSIONAL SERVICES OCTOBER 2023	3,901.86
120259	12/5/2023	789 KATH FUEL OIL SERVICE CO	FLEET OW20 & 1030D OILS	10,618.75
120260	12/5/2023	827 L M C I T	BALANCE DUE FOR PY - BASED ON AUDIT	1,171.96
120261	12/5/2023	6487 LOCALITY MEDIA INC	8/11/2023 - 12/31/2023 SUBSCRIPTION SERVICES	8,428.00
120262	12/5/2023	917 MACQUEEN EMERGENCY	FIRE EQUIPMENT PARTS & SUPPLIES	115.54
	12/5/2023	917 MACQUEEN EMERGENCY	FIRE EQUIPMENT PARTS & SUPPLIES	2,087.80
120263	12/5/2023	6462 MARIE RIDGEWAY LICSW, LLC	THERAPY SESSION	160.00
	12/5/2023	6462 MARIE RIDGEWAY LICSW, LLC	THERAPY SESSION & DEBREIF	480.00
120264	12/5/2023	1126 NCPERS GROUP LIFE INS. MN	MONTHLY PREMIUM - DECEMBER 2023	416.00
120265	12/5/2023	5121 OTTO ENVIRONMENTAL SYS NA INC	TRASH CART PURCHASE	9,973.30
	12/5/2023	5121 OTTO ENVIRONMENTAL SYS NA INC	TRASH CART PURCHASE	(1,657.50)
120266	12/5/2023	6014 REHDER FORESTRY CONSULTING	TREE INSPECTION SERVICES - OCTOBER 2023	1,871.25
120267	12/5/2023	3879 SANSIO	SUBSCRIPTION & SANFAX - AUGUST	1,076.00
	12/5/2023	3879 SANSIO	SUBSCRIPTION & SANFAX - SEPTEMBER	1,076.00
120268	12/5/2023	4256 SHI INTERNATIONAL CORP	2023-2024 ADOBE APPLICATION SUBSCRIPTIONS	13,128.44
120269	12/5/2023	4256 SHI INTERNATIONAL CORP	2023-2024 OFFICE 365 G5 SUBSCRIPTION	4,230.00
	12/5/2023	4256 SHI INTERNATIONAL CORP	2023-2024 MICROSOFT O365 G1 & EMS SUBSCRIPTION	46,623.60
120270	12/5/2023	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	40.10
	12/5/2023	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	256.96
	12/5/2023	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	35.96
	12/5/2023	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	57.05
	12/5/2023	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	1,270.49
120271	12/5/2023	7014 ST. PAUL LINOLEUM AND CARPET CO.	REPAIR CARPET TILES AT CITY HALL	439.74
120272	12/5/2023	5931 TRUGREEN PROCESSING CENTER	LAWN SERVICES AT CLARENCE ST & MCKNIGHT RD	139.78
120273	12/5/2023	1669 TWIN CITIES TRANSPORT &	CARS FOR TRAINING PURPOSES	200.00
120274	12/5/2023	449 TYLER TECHNOLOGIES INC	ENTERPRISE ERP - CONVERSION	1,400.00
120275	12/5/2023	5114 BOLTON & MENK, INC.	GENERAL GIS ASSISTANCE	1,727.00
120276	12/5/2023	6084 LINCOLN FINANCIAL GROUP	MONTHLY PREMIUM - NOVEMBER	9,377.53
120277	12/5/2023	875 LOFFLER COMPANIES, INC.	CANON COPIER USAGE FEES - OCT	1,019.22
120278	12/5/2023	5353 MANSFIELD OIL CO	CONTRACT GASOLINE - NOV 2023	12,678.88
	12/5/2023	5353 MANSFIELD OIL CO	CONTRACT DIESEL - NOV 2023	8,804.31
120279	12/5/2023	4845 TENNIS SANITATION LLC	RECYCLING FEE - OCTOBER	74,242.58
120280	12/5/2023	1190 XCEL ENERGY	ELECTRIC & GAS UTILITY	3,570.16
				<u>\$ 237,629.18</u>

30 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking Account

Settlement Date	Payee	Description	Amount
12/1/2023	Accela Credit Card Billing	Credit Card Billing Fee	\$ 15.00
11/20/2023	Delta Dental	Dental Premium	4,801.80
11/21/2023	Delta Dental	Dental Premium	965.00
11/28/2023	Delta Dental	Dental Premium	4,209.81
11/27/2023	Empower - State Plan	PR - Deferred Compensation	26,259.00
11/27/2023	Empower - State Plan	PR - Deferred Compensation	10,844.56
11/24/2023	ICMA (Vantagepointe)	PR - Deferred Compensation	7,713.00
11/24/2023	ICMA (Vantagepointe)	Retiree Health Savings	1,070.00
11/24/2023	ICMA (Vantagepointe)	Retiree Health Savings	30.00
11/24/2023	Labor Unions	PR - Union Dues	2,305.66
11/10/2023	MidAmerica	HRA Flex Plan - AUL	16,164.68
11/28/2023	MN State Treasurer	PR - State Payroll Tax	31,340.69
11/24/2023	Optum Health	DCRP & Flex Plan Payments	513.97
12/1/2023	Optum Health	DCRP & Flex Plan Payments	1,327.60
11/24/2023	P.E.R.A.	PR - P.E.R.A.	157,752.21
11/24/2023	U.S. Treasurer	PR - Federal Payroll Tax	123,877.78
11/24/2023	US Bank VISA One Card*	Purchasing Card Items	46,704.16
			<u>\$ 435,894.92</u>

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	11/24/23	ABRAMS, MARYLEE	\$ 602.85	
	11/24/23	CAVE, REBECCA	530.61	
	11/24/23	JUENEMANN, KATHLEEN	530.61	
	11/24/23	LEE, CHONBURI	530.61	
	11/24/23	VILLAVICENCIO, NICHOLE	530.61	
	11/24/23	COLEMAN, MELINDA	7,995.20	
	11/24/23	DARROW, MICHAEL	5,806.89	
	11/24/23	KNUTSON, LOIS	3,850.81	
	11/24/23	CHRISTENSON, SCOTT	2,991.39	\$ 387.08
	11/24/23	DOUGLASS, TOM	4,295.33	
	11/24/23	JAHN, DAVID	2,563.75	
	11/24/23	LENTINI, LINDSAY	3,189.91	
	11/24/23	RAMEAUX, THERESE	4,031.95	
	11/24/23	BREIMHURST, LAUREN	2,358.59	
	11/24/23	JACOBSON, CARL	4,480.22	
	11/24/23	RACETTE, THOMAS	3,036.62	
	11/24/23	RUEB, JOSEPH	5,734.39	
	11/24/23	STANLEY, JENNIFER	3,933.79	
	11/24/23	ARNOLD, AJLA	2,406.77	
	11/24/23	EVANS, CHRISTINE	2,862.40	
	11/24/23	LARSON, MICHELLE	2,468.81	
	11/24/23	SINDT, ANDREA	4,433.38	
	11/24/23	MOY, PAMELA	2,471.11	
	11/24/23	OSTER, ANDREA	2,384.80	2,384.80
	11/24/23	WEAVER, KRISTINE	1,745.60	1,745.60
	11/24/23	BARTZ, PAUL	10.00	
	11/24/23	BELDE, STANLEY	520.00	
	11/24/23	BENJAMIN, MARKESE	4,246.74	
	11/24/23	BERGERON, ASHLEY	4,346.97	
	11/24/23	BIERDEMAN, BRIAN	6,937.57	
	11/24/23	BURT-MCGREGOR, EMILY	4,189.29	
	11/24/23	BUSACK, DANIEL	5,963.72	
	11/24/23	CLAYTON, STEVEN	4,068.09	
	11/24/23	CONDON, MITCHELL	4,657.19	
	11/24/23	CRUZ, TREANA	3,287.85	
	11/24/23	DEMULLING, JOSEPH	5,398.03	
	11/24/23	DUGAS, MICHAEL	5,421.04	
	11/24/23	EELLS, BRIAN	3,832.68	
	11/24/23	FORSYTHE, MARCUS	4,401.25	
	11/24/23	FRITZE, DEREK	4,301.97	
	11/24/23	GABRIEL, ANTHONY	5,513.56	

**CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
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<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	11/24/23	GEISELHART, BENJAMIN	4,156.26	
	11/24/23	GIVAND, JONATHAN	4,043.42	
	11/24/23	GREEN, JAMIE	4,132.65	
	11/24/23	HAWKINSON, TIMOTHY	4,544.29	
	11/24/23	HER, PHENG	4,635.68	
	11/24/23	HER, TERRELL	4,351.17	
	11/24/23	HOEMKE, MICHAEL	5,421.04	
	11/24/23	HOLTY, BRYCE	3,372.00	
	11/24/23	JOHNSON, BARBARA	2,117.12	
	11/24/23	KADEN, JACOB	3,466.84	
	11/24/23	KIM, WINSTON	4,125.35	
	11/24/23	KONG, TOMMY	4,773.15	
	11/24/23	KRAL, EMMA	3,427.39	
	11/24/23	KROLL, BRETT	4,507.58	
	11/24/23	KROLL, LISA	2,681.98	
	11/24/23	KUCHENMEISTER, GINA	2,548.00	
	11/24/23	KUCHENMEISTER, JASON	3,061.76	
	11/24/23	LANGNER, TODD	140.00	
	11/24/23	LENERTZ, NICHOLAS	3,903.19	
	11/24/23	LYNCH, KATHERINE	4,296.05	
	11/24/23	MARIN, RAE	3,555.94	
	11/24/23	MARINO, JASON	4,867.31	
	11/24/23	MARK, OLAF	3,944.80	
	11/24/23	METRY, ALESIA	750.00	
	11/24/23	MORALES, MARIO	2,059.20	
	11/24/23	MURRAY, RACHEL	4,228.19	
	11/24/23	NYE, MICHAEL	5,504.67	
	11/24/23	PASDO, JOSEPH	3,730.28	
	11/24/23	PETERS, DANIEL	4,786.92	78.95
	11/24/23	QUIRK, JAMES	4,159.19	
	11/24/23	RETHWILL, SCOTT	3,883.75	
	11/24/23	SALCHOW, CONNOR	5,012.03	
	11/24/23	SCHROEDER, LEE	3,848.19	
	11/24/23	SHANLEY, HAYLEY	2,264.80	
	11/24/23	SHEA, STEPHANIE	3,111.54	
	11/24/23	STARKEY, ROBERT	4,582.29	
	11/24/23	STEINER, JOSEPH	5,421.04	
	11/24/23	STOCK, AUBREY	3,757.91	
	11/24/23	SUEDKAMP, ADAM	4,157.79	
	11/24/23	SWETALA, NOAH	4,296.10	
	11/24/23	TAUZELL, BRIAN	5,025.40	

**CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
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<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	Exp Reimb, Severance, Conversion incl in Amount
	11/24/23	WEAVER, TAWNY	3,506.40	
	11/24/23	WENZEL, JAY	4,590.35	
	11/24/23	WERTH, JENNIFER	2,488.88	
	11/24/23	WIETHORN, AMANDA	4,282.48	
	11/24/23	XIONG, KAO	4,000.19	
	11/24/23	XIONG, PETER	3,372.00	
	11/24/23	XIONG, TUOYER	3,940.09	
	11/24/23	YANG, THANG	3,835.13	
	11/24/23	ZAPPA, ANDREW	5,095.49	
	11/24/23	BARRETTE, CHARLES	4,647.83	
	11/24/23	BAUMAN, ANDREW	4,961.62	
	11/24/23	BEITLER, NATHAN	4,856.22	
	11/24/23	BERG, TERESA	920.00	
	11/24/23	CAMPBELL, MACLANE	4,996.37	
	11/24/23	COOK, NICKLAUS	3,802.87	
	11/24/23	COOK, TANNER	4,525.63	
	11/24/23	CRAWFORD, RAYMOND	4,775.00	
	11/24/23	CRUMMY, CHARLES	4,472.35	
	11/24/23	DABRUZZI, THOMAS	4,923.57	
	11/24/23	DAVISON, BRADLEY	4,108.74	
	11/24/23	HAGEN, JOHN	4,049.82	
	11/24/23	HAGEN, MICHAEL	4,521.81	
	11/24/23	HALWEG, JODI	5,836.51	
	11/24/23	HANG, RYAN	3,393.88	
	11/24/23	HAWTHORNE, ROCHELLE	5,625.19	
	11/24/23	KUBAT, ERIC	5,102.46	
	11/24/23	LANDER, CHARLES	3,862.67	
	11/24/23	LANIK, JAKE	4,141.65	
	11/24/23	MALESKI, MICHAEL	4,914.52	
	11/24/23	MCGEE, BRADLEY	5,370.59	
	11/24/23	MERKATORIS, BRETT	6,230.91	
	11/24/23	MILLER, SETH	4,098.77	
	11/24/23	MONDOR, MICHAEL	6,560.09	
	11/24/23	NEILY, STEVEN	4,039.71	
	11/24/23	NELSON, GRADON	6,667.45	
	11/24/23	NIELSEN, KENNETH	4,305.11	
	11/24/23	NOVAK, JEROME	4,142.39	
	11/24/23	ORLANDO, TYLER	4,625.78	
	11/24/23	POWERS, KENNETH	4,908.82	
	11/24/23	SCHROEDER, RYAN	4,854.40	
	11/24/23	SEDLACEK, JEFFREY	5,862.92	

**CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
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<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	11/24/23	SOHRWEIDE, TYSON	3,893.21	
	11/24/23	SPANDE, KAYLA	2,504.19	
	11/24/23	WARDELL, JORDAN	4,833.29	
	11/24/23	WILLIAMSON, MICHAEL	4,703.23	
	11/24/23	ZAPPA, ERIC	4,408.99	
	11/24/23	CORTESI, LUANNE	2,468.81	
	11/24/23	JANASZAK, MEGHAN	3,641.01	
	11/24/23	BRINK, TROY	3,856.84	
	11/24/23	BUCKLEY, BRENT	3,049.50	
	11/24/23	EDGE, DOUGLAS	3,054.53	
	11/24/23	HERBST, JONATHAN	2,424.09	
	11/24/23	JORDAN, TIMOTHY	2,381.20	
	11/24/23	MEISSNER, BRENT	3,045.90	
	11/24/23	MLODZIK, JASON	2,717.29	
	11/24/23	NAGEL, BRYAN	22,804.71	21,689.71
	11/24/23	RUNNING, ROBERT	1,114.96	
	11/24/23	TEVLIN, TODD	3,042.21	
	11/24/23	YANG, SOLOMAN	2,225.60	
	11/24/23	DUCHARME, JOHN	3,591.02	
	11/24/23	ENGSTROM, ANDREW	3,586.40	
	11/24/23	JAROSCH, JONATHAN	4,846.14	
	11/24/23	LOVE, STEVEN	6,938.45	
	11/24/23	STEJSKAL, JAYSON	3,190.59	
	11/24/23	STRONG, TYLER	3,640.99	
	11/24/23	AMENYA, FLORENCE	42.25	
	11/24/23	CAMPBELL, NOAH	45.50	
	11/24/23	GERNES, CAROLE	3,019.45	
	11/24/23	GORACKI, CECELIA	65.00	
	11/24/23	MCKANE, QUINN	214.50	
	11/24/23	FRIBERG, DAVID	2,478.09	
	11/24/23	HAYS, TAMARA	3,053.59	
	11/24/23	HINNENKAMP, GARY	3,028.62	
	11/24/23	NAUGHTON, JOHN	3,026.21	
	11/24/23	ORE, JORDAN	2,989.59	
	11/24/23	STOKES, KAL	2,518.70	
	11/24/23	BEGGS, REGAN	2,707.29	
	11/24/23	HAMMOND, ELIZABETH	2,950.82	
	11/24/23	JOHNSON, ELIZABETH	2,704.99	
	11/24/23	JOHNSON, RANDY	4,846.14	
	11/24/23	PARR, DANETTE	6,949.43	
	11/24/23	SCHORR, JENNIFER	2,148.99	

**CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
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	11/24/23	FINWALL, SHANN	4,091.41	
	11/24/23	MARTIN, MICHAEL	4,782.71	16.45
	11/24/23	LENTZ, DANIEL	3,445.79	
	11/24/23	NIELSEN, DANIEL	750.00	
	11/24/23	THIENES, PAUL	3,270.23	
	11/24/23	WESTLUND, RONALD	3,210.28	
	11/24/23	YOUNG, MATTHEW	2,964.00	
	11/24/23	WELLENS, MOLLY	2,700.38	
	11/24/23	BJORK, BRANDON	68.25	
	11/24/23	BRENEMAN, NEIL	3,641.01	
	11/24/23	GORACKI, GERALD	107.25	
	11/24/23	MOORE, PATRICK	240.50	
	11/24/23	ROBBINS, AUDRA	4,973.64	
	11/24/23	BERGO, CHAD	3,968.21	
	11/24/23	SCHMITZ, KEVIN	2,673.29	
	11/24/23	SHEERAN JR, JOSEPH	4,847.21	
	11/24/23	ADAMS, DAVID	2,996.51	
	11/24/23	JENSEN, JOSEPH	3,421.75	
	11/24/23	JONES, DONALD	3,050.24	
	11/24/23	SCHULTZ, SCOTT	4,873.64	
	11/24/23	WILBER, JEFFREY	3,050.66	
	11/24/23	PRIEM, STEVEN	3,312.36	
	11/24/23	WOEHRLE, MATTHEW	4,090.86	
	11/24/23	XIONG, BOON	3,375.29	500.00
	11/24/23	FOWLDS, MYCHAL	5,765.78	
	11/24/23	FRANZEN, NICHOLAS	5,365.75	
	11/24/23	GERONSIN, ALEXANDER	3,556.88	
	11/24/23	RENNER, MICHAEL	3,060.33	
			<u>\$ 721,138.39</u>	<u>\$ 26,802.59</u>

Purchasing Card Items

<u>Transaction Date</u>	<u>Posting Date</u>	<u>Merchant Name</u>	<u>Transaction Amount</u>	<u>Name</u>
11/14/2023	11/15/2023	BATTERIES PLUS - #0031	\$176.05	DAVE ADAMS
11/3/2023	11/6/2023	AMZN MKTP US*XR68S45E3	99.99	BRIAN BIERDEMAN
11/8/2023	11/10/2023	FBI LEEDA INC	50.00	BRIAN BIERDEMAN
11/9/2023	11/10/2023	PLOW RIGHT MARKING STAKES	560.25	TROY BRINK
11/13/2023	11/14/2023	CINTAS CORP	318.78	TROY BRINK
11/15/2023	11/16/2023	CINTAS CORP	355.23	TROY BRINK
11/7/2023	11/8/2023	WEATHERTECH	267.59	DANIEL BUSACK
11/11/2023	11/13/2023	CK HOLIDAY # 03519	37.91	DANIEL BUSACK
11/13/2023	11/15/2023	OASIS CAFE	40.15	DANIEL BUSACK
11/14/2023	11/16/2023	TST* JOSEPHS RESTAURANT	41.66	DANIEL BUSACK
11/15/2023	11/17/2023	OASIS CAFE	43.96	DANIEL BUSACK
11/3/2023	11/6/2023	SHERWIN WILLIAMS 703127	217.80	SCOTT CHRISTENSON
11/7/2023	11/9/2023	BUILDING CONTROLS & SOLUT	14.17	SCOTT CHRISTENSON
11/7/2023	11/9/2023	BUILDING CONTROLS & SOLUT	114.33	SCOTT CHRISTENSON
11/8/2023	11/13/2023	BUILDING CONTROLS & SOLUT	(9.93)	SCOTT CHRISTENSON
11/9/2023	11/13/2023	MENARDS OAKDALE MN	42.01	SCOTT CHRISTENSON
11/14/2023	11/16/2023	MENARDS OAKDALE MN	34.54	SCOTT CHRISTENSON
11/8/2023	11/9/2023	HY-VEE MAPLEWOOD 1402	78.80	BRAD DAVISON
11/8/2023	11/9/2023	SPRAYER DEPOT	67.59	BRAD DAVISON
11/4/2023	11/6/2023	E-COLLAR (ECOMMERCE)	85.05	JOSEPH DEMULLING
11/5/2023	11/7/2023	CALIBRE PRESS	359.00	JOSEPH DEMULLING
11/14/2023	11/15/2023	BCA TRAINING EDUCATION	25.00	JOSEPH DEMULLING
11/6/2023	11/7/2023	SP DRONE HANGAR	234.95	MICHAEL DUGAS
11/8/2023	11/9/2023	MICHAELS STORES 2744	1,350.30	MICHAEL DUGAS
11/8/2023	11/9/2023	MICHAELS STORES 2744	21.00	MICHAEL DUGAS
11/13/2023	11/14/2023	PERFORATEDPAPER.COM	87.12	CHRISTINE EVANS
11/16/2023	11/17/2023	PIONEER PRESS ADV	47.04	CHRISTINE EVANS
11/6/2023	11/7/2023	AMZN MKTP US*Q17QG3D03	70.00	MYCHAL FOWLDS
11/6/2023	11/7/2023	COMCAST BUSINESS	413.00	MYCHAL FOWLDS
11/6/2023	11/7/2023	CENTURYLINK LUMEN	63.45	MYCHAL FOWLDS
11/7/2023	11/8/2023	AMZN MKTP US*RI1QQ3B83	53.18	MYCHAL FOWLDS
11/8/2023	11/9/2023	BESTBUYCOM806810886433	1,099.98	MYCHAL FOWLDS
11/8/2023	11/9/2023	CENTURYLINK LUMEN	207.25	MYCHAL FOWLDS
11/8/2023	11/9/2023	CENTURYLINK LUMEN	72.22	MYCHAL FOWLDS
11/11/2023	11/13/2023	TMOBILE*AUTO PAY	3,957.53	MYCHAL FOWLDS
11/13/2023	11/14/2023	CENTURYLINK LUMEN	73.70	MYCHAL FOWLDS
11/17/2023	11/17/2023	COMCAST CABLE COMM	4.62	MYCHAL FOWLDS
11/6/2023	11/7/2023	MSFT * E0500PQTSZ	8.00	NICK FRANZEN
11/6/2023	11/7/2023	MSFT * E0500PR6U2	8.00	NICK FRANZEN
11/8/2023	11/9/2023	MICROSOFT#G032015617	16.26	NICK FRANZEN
11/9/2023	11/9/2023	AMZN MKTP US*MO6JU7L43	91.70	NICK FRANZEN
11/10/2023	11/13/2023	MICROSOFT*MICROSOFT 365 P	7.57	NICK FRANZEN
11/10/2023	11/13/2023	ADOBE INC.	32.50	NICK FRANZEN
11/14/2023	11/16/2023	DIGICERT	430.00	NICK FRANZEN

Purchasing Card Items

<u>Transaction Date</u>	<u>Posting Date</u>	<u>Merchant Name</u>	<u>Transaction Amount</u>	<u>Name</u>
11/8/2023	11/9/2023	CUB FOODS #1599	21.64	TONY GABRIEL
11/8/2023	11/9/2023	AMZN MKTP US*AG7R44VR3	40.95	TONY GABRIEL
11/9/2023	11/10/2023	GESMN MAPLEWOOD 407	17.29	TONY GABRIEL
11/13/2023	11/14/2023	CUB FOODS #1599	23.69	TONY GABRIEL
11/6/2023	11/7/2023	AMAZON.COM*6T2UZ4IK3	36.33	CAROLE GERNES
11/8/2023	11/9/2023	AIRGAS - NORTH	401.16	MICHAEL HAGEN
11/8/2023	11/9/2023	AIRGAS - NORTH	135.10	MICHAEL HAGEN
11/16/2023	11/17/2023	SP NOBULL	149.00	MICHAEL HAGEN
11/8/2023	11/13/2023	NINO S PIZZERIA	100.99	TIMOTHY HAWKINSON
11/7/2023	11/8/2023	GRUBERS POWER EQUIPMEN	1,259.00	TAMARA HAYS
11/7/2023	11/9/2023	SAFE-FAST(MW)	47.62	TAMARA HAYS
11/13/2023	11/14/2023	GRUBERS POWER EQUIPMEN	241.93	TAMARA HAYS
11/14/2023	11/15/2023	GRUBERS POWER EQUIPMEN	59.98	TAMARA HAYS
11/15/2023	11/15/2023	ULINE *SHIP SUPPLIES	311.56	TAMARA HAYS
11/14/2023	11/15/2023	NTE 5413	79.99	GARY HINNENKAMP
11/15/2023	11/17/2023	MENARDS 3385	109.13	GARY HINNENKAMP
11/8/2023	11/10/2023	FBI LEEDA INC	795.00	MICHAEL HOEMKE
11/15/2023	11/16/2023	IN *C & H PRECISION WEAPO	848.15	MICHAEL HOEMKE
11/16/2023	11/17/2023	BLAUER MANUFACTURING	319.85	MICHAEL HOEMKE
11/13/2023	11/15/2023	MENARDS 3385	83.45	DAVID JAHN
11/13/2023	11/16/2023	WWW.DALCOONLINE.COM	316.41	DAVID JAHN
11/10/2023	11/13/2023	AMZN MKTP US*9H3H72Y33	89.70	MEGHAN JANASZAK
11/13/2023	11/15/2023	ODP BUS SOL LLC # 101090	558.66	MEGHAN JANASZAK
11/7/2023	11/9/2023	FUSION LEARNING PARTNERS	420.00	JON JAROSCH
11/16/2023	11/17/2023	WPY*AMERICAN PUBLIC WORKS	729.66	JOE JENSEN
11/7/2023	11/9/2023	FUSION LEARNING PARTNERS	40.00	LOIS KNUTSON
11/2/2023	11/6/2023	THE HOME DEPOT #2801	14.46	MICHAEL MALESKI
11/4/2023	11/6/2023	BLUERIBBON BAIT& TACKLE	36.74	MICHAEL MALESKI
11/13/2023	11/14/2023	PIONEER PRESS CIRC	14.00	MIKE MARTIN
11/5/2023	11/6/2023	AMERICAN HEART SHOPCPR	34.00	BRAD MCGEE
11/13/2023	11/14/2023	WWW.DISTANCECME.COM	399.00	BRAD MCGEE
11/16/2023	11/16/2023	MINNESOTA STATE COLLEGES	185.00	BRAD MCGEE
11/15/2023	11/15/2023	PERRLA LLC	49.95	MICHAEL MONDOR
11/15/2023	11/17/2023	EVEN HOTEL	335.24	RACHEL MURRAY
11/2/2023	11/6/2023	THE HOME DEPOT #2801	29.97	JOHN NAUGHTON
11/3/2023	11/6/2023	SAFE-FAST(MW)	108.00	JOHN NAUGHTON
11/7/2023	11/9/2023	MENARDS OAKDALE MN	99.28	JOHN NAUGHTON
11/13/2023	11/14/2023	MINNESOTA STATE	840.96	JERRY NOVAK
11/3/2023	11/6/2023	MENARDS 3385	18.96	JORDAN ORE
11/8/2023	11/9/2023	LIFE ASSIST INC	769.72	KENNETH POWERS
11/9/2023	11/13/2023	BOUND TREE MEDICAL LLC	647.58	KENNETH POWERS
11/9/2023	11/13/2023	BOUND TREE MEDICAL LLC	158.80	KENNETH POWERS
11/1/2023	11/7/2023	METRO PRODUCTS INC	(16.52)	STEVEN PRIEM
11/3/2023	11/6/2023	MACQUEEN EMERG/EQUIP	102.26	STEVEN PRIEM

Purchasing Card Items

<u>Transaction Date</u>	<u>Posting Date</u>	<u>Merchant Name</u>	<u>Transaction Amount</u>	<u>Name</u>
11/3/2023	11/6/2023	FACTORY MOTOR PARTS (19)	59.92	STEVEN PRIEM
11/3/2023	11/6/2023	FACTORY MOTOR PARTS (19)	3.52	STEVEN PRIEM
11/3/2023	11/6/2023	FACTORY MOTOR PARTS (159)	384.76	STEVEN PRIEM
11/6/2023	11/7/2023	PIONEER RIM AND WHEEL-MN	(30.32)	STEVEN PRIEM
11/6/2023	11/7/2023	PIONEER RIM AND WHEEL-MN	275.88	STEVEN PRIEM
11/6/2023	11/7/2023	FACTORY MOTOR PARTS (19)	113.60	STEVEN PRIEM
11/6/2023	11/8/2023	NUSS TRUCK & EQUIPMENT	470.85	STEVEN PRIEM
11/7/2023	11/8/2023	POMPS TIRE 021	1,906.68	STEVEN PRIEM
11/7/2023	11/8/2023	POMPS TIRE 021	480.00	STEVEN PRIEM
11/7/2023	11/8/2023	FACTORY MOTOR PARTS (19)	3.52	STEVEN PRIEM
11/7/2023	11/8/2023	FACTORY MOTOR PARTS (19)	207.39	STEVEN PRIEM
11/9/2023	11/10/2023	POMPS TIRE 021	663.08	STEVEN PRIEM
11/9/2023	11/13/2023	AN FORD WHITE BEAR LAK	193.46	STEVEN PRIEM
11/10/2023	11/13/2023	FORCE AMER. DISTRIBUTING	(738.41)	STEVEN PRIEM
11/10/2023	11/13/2023	FORCE AMER. DISTRIBUTING	738.41	STEVEN PRIEM
11/13/2023	11/14/2023	FACTORY MOTOR PARTS (19)	251.92	STEVEN PRIEM
11/13/2023	11/14/2023	FACTORY MOTOR PARTS (19)	13.09	STEVEN PRIEM
11/13/2023	11/14/2023	FACTORY MOTOR PARTS (19)	140.92	STEVEN PRIEM
11/13/2023	11/14/2023	FACTORY MOTOR PARTS (19)	13.21	STEVEN PRIEM
11/14/2023	11/15/2023	WHEELCO	139.70	STEVEN PRIEM
11/14/2023	11/15/2023	MACQUEEN EMERG/EQUIP	646.96	STEVEN PRIEM
11/14/2023	11/15/2023	MACQUEEN EMERG/EQUIP	52.42	STEVEN PRIEM
11/14/2023	11/15/2023	FACTORY MOTOR PARTS (19)	8.76	STEVEN PRIEM
11/15/2023	11/16/2023	POMPS TIRE 021	998.36	STEVEN PRIEM
11/15/2023	11/16/2023	POMPS TIRE 021	310.00	STEVEN PRIEM
11/16/2023	11/17/2023	MIDWEST HASTINGS	46.98	STEVEN PRIEM
11/15/2023	11/16/2023	AMZN MKTP US*J71WH9GO3	31.71	MICHAEL RENNER
11/9/2023	11/10/2023	TRUGREEN *LOCKBOX	129.93	AUDRA ROBBINS
11/9/2023	11/10/2023	TRUGREEN *LOCKBOX	129.93	AUDRA ROBBINS
11/10/2023	11/13/2023	ON SITE SANITATION INC	130.78	AUDRA ROBBINS
11/2/2023	11/6/2023	KWIK TRIP 11600011692	12.00	RYAN SCHROEDER
11/13/2023	11/15/2023	KWIK TRIP 11600011692	12.00	RYAN SCHROEDER
11/16/2023	11/17/2023	EVEREST EMERGENCY VEHICLE	218.00	RYAN SCHROEDER
11/3/2023	11/6/2023	BCA TRAINING EDUCATION	25.00	STEPHANIE SHEA
11/4/2023	11/6/2023	GALLS	1,434.21	STEPHANIE SHEA
11/6/2023	11/7/2023	STREICHER'S MO	74.99	STEPHANIE SHEA
11/9/2023	11/10/2023	CINTAS CORP	109.00	STEPHANIE SHEA
11/15/2023	11/16/2023	STREICHER'S MO	9,916.75	STEPHANIE SHEA
11/16/2023	11/17/2023	CINTAS CORP	109.00	STEPHANIE SHEA
11/7/2023	11/9/2023	KEEFE CO PARKING ROBERT S	10.50	KAYLA SPANDE
11/15/2023	11/16/2023	CINTAS CORP	252.87	KAYLA SPANDE
11/16/2023	11/16/2023	AMAZON.COM*P07XW11N3	235.38	KAYLA SPANDE
11/3/2023	11/6/2023	BRUNSON'S	61.99	JOSEPH STEINER
11/3/2023	11/6/2023	BATTERIES PLUS - #0031	17.49	JOSEPH STEINER

Purchasing Card Items

<u>Transaction Date</u>	<u>Posting Date</u>	<u>Merchant Name</u>	<u>Transaction Amount</u>	<u>Name</u>
11/7/2023	11/9/2023	FUSION LEARNING PARTNERS	420.00	TYLER STRONG
11/2/2023	11/6/2023	THE HOME DEPOT 2801	324.04	BRIAN TAUZELL
11/7/2023	11/8/2023	COLE TAC	962.37	BRIAN TAUZELL
11/2/2023	11/6/2023	NUSS TRUCK & EQUIPMENT	232.44	MATT WOEHRLE
11/3/2023	11/6/2023	CUSTOM TRUCK ONE SOURCE	173.48	MATT WOEHRLE
11/6/2023	11/7/2023	COREMARK METALS -MN	376.89	MATT WOEHRLE
11/9/2023	11/10/2023	TRI-STATE BOBCAT	35.94	MATT WOEHRLE
11/13/2023	11/14/2023	TERMINAL SUPPLY-MINN 7	533.08	MATT WOEHRLE
11/13/2023	11/15/2023	NUSS TRUCK & EQUIPMENT	148.46	MATT WOEHRLE
11/14/2023	11/15/2023	MACQUEEN EMERG/EQUIP	(78.74)	MATT WOEHRLE
11/14/2023	11/16/2023	NUSS TRUCK & EQUIPMENT	198.79	MATT WOEHRLE
11/7/2023	11/8/2023	WALSER POLAR CHEVROLET	89.52	BOON XIONG
11/8/2023	11/9/2023	MIDWAY FORD	101.62	BOON XIONG
11/8/2023	11/10/2023	AN FORD WHITE BEAR LAK	77.44	BOON XIONG
11/14/2023	11/15/2023	MIDWAY FORD	409.70	BOON XIONG
			<u>\$ 46,704.16</u>	

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Joe Rueb, Finance Director

PRESENTER: Joe Rueb, Finance Director

AGENDA ITEM: Fee Schedule 2024 Ordinance
 a. Ordinance Establishing 2024 Fee Schedule
 b. Resolution Authorizing Publication by Title and Summary (4 votes)

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

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

Recommended Action:

- a. Motion to adopt the ordinance establishing a fee schedule for 2024;
- b. Motion to approve the resolution authorizing publication of ordinance by title and summary.

Fiscal Impact:

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

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

Strategic Plan Relevance:

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

Fees included in the schedule relate to all departments and areas of the strategic plan. Charges for services represent approximately 40% of the City's revenue stream on a government-wide basis.

Background:

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

Following is a summary of proposed changes:

City Clerk

- Change Flea Market Seasonal Permit to Seasonal Temporary Permit. Reduce this fee from \$336 to \$181 to match the mobile food truck fee.
- Changes to the Large Assembly Permit fee (Determination based on the number of food vendors, not attendees.)
- Add Multiple Day Event - Reset Fee \$200.
- Add Special Event Permit with 1-4 Food Vendors \$250.

Communications

- Restructured the package rates.
- Increased the single event rate from \$600 to \$700.
- Add Three Event Package \$2,000.

Community Development Fees

- Add Rental Licensing Fee for Sacred Community Micro-Units \$50 per unit.

Finance Rates and fees

- Sewer rates raised 6% to accommodate Met Council increase.
- Environmental Utility Fund rates raised 3% due to contributions to 2024 street projects.
- Yard waste rate increase from \$134.98 to \$140.38.
- Recycling rate increased from \$17.22 to \$17.91.
- Include Pay-as-you-throw trash rates (see detail below*).
- Trash hauling rates pursuant to contract.

Public Safety

- Increase in Outside Employment fee from \$106.68 per hour to \$114.15 per hour.

Public Works

- Right of Way Fee Increases
 - Annual Registration Fee – Increase from current \$40 to \$50. (Average of neighboring communities is \$103.50)
 - Hole Excavation Permit Fee – Increase from current \$100 to \$200. (Average of neighboring communities is \$213.60)
 - Obstruction/Overhead Permit Fee – Increase from current \$80 to \$100. (Average of neighboring communities is \$134.50)

*2024 Pay-As-You-Throw Trash Rates

The 2020 to 2025 residential trash contract with Republic Services outlines a Pay as You Throw (PAYT) methodology. The goal of PAYT is to increase the percentage of price increments between trash cart sizes to encourage a reduction in trash and an increase in recycling. The intent is a gradual increase in price increments over time in order to reach effective PAYT incentives without a significant change in any one year.

Trash hauling fees include the collection cost (cost to collect the trash from the residential property), disposal cost (the tipping fee charged to the hauler to dispose of the trash at the Ramsey/Washington Recycling and Energy Center), state and county taxes (37.75%), and a City cart fee (\$.75). The collection cost is set in the contract and increases by approximately 4% each year (\$8.66 per cart in 2024).

The PAYT contract language allows the City to adjust the disposal cost of the trash only to create the price increments between cart sizes. To do this the total 2024 disposal revenue was calculated using the 17.48 percent increase in the disposal fee from 2023 (\$103 per ton) to 2024 (\$121 per ton) times the current number and size of carts (\$1,132,566.00). The disposal fee adjusted to create greater increments, while retaining the 17.48% increase overall. The increments between cart sizes now range from 4% to 47%, depending on cart size comparison, with more of the disposal fees spread over the larger carts.

Following is a chart comparing the 2023 overall trash rates, the proposed 2024 overall trash rates using the PAYT methodology, and the increase in trash rates from one year to the next. **The City Council approves the 2024 overall trash rates.**

<i>Cart Size and Service Level</i>	<i>2023 Overall Monthly Trash Rates- collection, disposal, taxes, cart fee</i>	<i>2024 Overall Monthly Trash Rates - collection, disposal, taxes, cart fee</i>	<i>Increase in Overall Trash Rates from 2023 to 2024</i>
20 gallon every other week	\$12.55	\$12.96	\$.41
20 gallon every week	\$13.10	\$13.50	\$.40
35 gallon every week	\$14.60	\$16.36	\$1.76
65 gallon every week	\$21.85	\$24.24	\$2.39
95 gallon every week	\$28.00	\$30.72	\$2.72

Attachments:

1. Ordinance Establishing a Fee Schedule for 2024
2. Resolution Authorizing Publication of Ordinance by Title and Summary
3. Proposed 2024 Fee Schedule

ORDINANCE NO. ____

AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR 2024

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

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

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

Section IV. This ordinance shall be effective January 1, 2024.

Adopted on this 11th day of December 2023.

BY THE CITY COUNCIL:

Mayor

ATTEST:

City Clerk

CITY OF MAPLEWOOD

RESOLUTION ____

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

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

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

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

WHEREAS, the ordinance is 15 pages in length; and

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

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

PUBLIC NOTICE

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

**Ordinance No. ____
An Ordinance Establishing a Fee Schedule for 2024**

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

The ordinance shall be effective January 1, 2024. A full copy of the ordinance is available in the office of the city clerk, 1830 County Road B East, Maplewood, MN.

Approved by the City Council of the City of Maplewood on December 11, 2023.



Maplewood

FEE SCHEDULE
2024

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Public Works	15-16

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

City Clerk

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
LICENSING		
ANIMAL PERMITS/REGISTRATIONS (initial AND renewal, unless noted otherwise)		
Dangerous/Potentially Dangerous Dog Registration		
Dangerous Dog	\$150.00	\$150.00
Potentially Dangerous Dog	\$100.00	\$100.00
Appeal Request	\$100.00	\$100.00
Tag	\$3.00	\$3.00
Sign	\$7.00	\$7.00
Poultry Permit (2yr permit)		
Initial Application	\$75.00	\$75.00
Renewal	\$50.00	\$50.00
Goat Permit		
Temporary Keeping of Goats Permit	\$75.00	\$75.00
Renewal	\$75.00	\$75.00
RESIDENTIAL LICENSES/PERMITS/REGISTRATIONS (initial AND renewal, unless noted otherwise)		
Home Occupation License		
Initial Application	Set by CD	Set by CD
Renewal	\$63.00	\$63.00
Recreational Vehicle Permit		
	\$15.00	\$15.00
LIQUOR LICENSES (initial AND renewal, unless noted otherwise)		
Off-Sale Licenses		
3.2% Malt Liquor	\$350.00	\$350.00
Intoxicating Liquor	\$200.00	\$200.00
On-Sale Licenses		
3.2% Malt Liquor	\$500.00	\$500.00
Wine	\$2,000.00	\$2,000.00
Club		
-Under 200 Members	\$300.00	\$300.00
-Between 201 and 500 members	\$500.00	\$500.00
-Between 501 and 1,000 members	\$650.00	\$650.00
-Between 1,001 and 2,000 members	\$800.00	\$800.00
-Between 2,001 and 4,000 members	\$1,000.00	\$1,000.00
-Between 4,001 and 6,000 members	\$2,000.00	\$2,000.00
-Over 6,000 members	\$3,000.00	\$3,000.00
Intoxicating Liquor		
-Class A	\$7,000.00	\$7,000.00
-Class B	\$8,500.00	\$8,500.00
-Class C	\$11,000.00	\$11,000.00
-Class E	\$4,667.00	\$4,667.00
2AM		
-Up to \$100,000 in on sale gross receipts for alcoholic beverages	\$300.00	\$300.00
-Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages	\$750.00	\$750.00
-Over \$500,000 in on sale gross receipts for alcoholic beverages	\$1,000.00	\$1,000.00
-3.2% On Sale Malt Liquor licensees or Set Up license holders	\$200.00	\$200.00
-Did not sell alcoholic beverages for a full 12 months prior to this application	\$200.00	\$200.00
Sunday Sales	\$200.00	\$200.00
Patio	\$200.00	\$200.00
BUSINESS LICENSES/PERMITS/REGISTRATION (initial AND renewal, unless noted otherwise)		
Alarm System Permit - Business		
	\$57.00	\$57.00
Amusement Park License		
	\$388.00	\$388.00
Automobile & Trailer Rental License		
1st Five Rental	\$46.00	\$46.00
Each Additional Rental	\$13.00	\$13.00
Body Art Establishment License		
	\$309.00	\$309.00
Business Registration		
	\$40.00	\$40.00
Catering Food Vehicle		
1st Vehicle	\$129.00	\$129.00
Each Additional Vehicle	\$89.00	\$89.00
Fleet (6+ Vehicles)	\$347.00	\$347.00

City Clerk

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Cigarette and Tobacco License		
	\$250.00	\$250.00
Commercial Kennel License		
	\$85.00	\$85.00
Courtesy Bench License		
1st Bench	\$69.00	\$69.00
Each Additional Bench	\$41.00	\$41.00
Currency Exchange Review		
	\$356.00	\$356.00
Food Establishment License		
Full Service	\$673.00	\$673.00
Seasonal (6mo or less)	\$337.00	\$337.00
Special Food Handling	\$103.00	\$103.00
Mobile Food Unit		
Mobile Food Unit - PHF (Potentially Hazardous Food)- <u>TCS Foods</u> - 1st Vehicle	\$181.00	\$181.00
- Each Additional Vehicle	\$89.00	\$89.00
- Fleet (6+ Vehicles)	\$520.00	\$520.00
Mobile Food Unit - NPF (Non Perishable Food)- <u>Non TCS Foods</u> - 1st Vehicle	\$76.00	\$76.00
- Each Additional Vehicle	\$46.00	\$46.00
- Fleet (6+ Vehicles)	\$176.00	\$176.00
Gasoline Station License		
1st Pump	\$183.00	\$183.00
Each Additional Pump	\$15.00	\$15.00
Lodging Establishments License		
1 - 15 Units	\$124.00	\$124.00
16 - 35 Units	\$169.00	\$169.00
36 - 100 Units	\$311.00	\$311.00
Over 100 Units	\$356.00	\$356.00
Motor Vehicle Repair License		
	\$162.00	\$162.00
Pawn Shop License		
	\$10,218.00	\$10,218.00
Massage		
Center	\$259.00	\$259.00
Therapist	\$224.00	\$224.00
Public Pool License		
Hot Tubs	\$118.00	\$118.00
Indoor Swimming Pool	\$118.00	\$118.00
Outdoor Swimming Pool	\$118.00	\$118.00
Combination - <u>any property with 2 or more licensed pools is assessed a combination fee</u>	\$162.00	\$162.00
Secondhand Dealer License		
	\$367.00	\$367.00
Solid Waste Collection License		
	\$250.00	\$250.00
Used Car Dealer License		
	\$333.00	\$333.00
Annual License/Permit/Registration - Late Fee		
	\$25.00 or 10%, whichever is greater	\$25.00 or 10%, whichever is greater
TEMPORARY LICENSES/PERMITS		
Amusement Permit (Carnival /Carnival Rides/Circus)		
	\$381.00	\$381.00
Body Art Event		
	\$100.00	\$100.00
Christmas Tree Lot Permit		
	\$231.00	\$231.00
Fireworks - Pyrotechnic Display Permit		
	\$250.00	\$250.00
Fireworks - Retail Sales Permit		
Exclusive Firework sales	\$350.00	\$350.00
Firework sales with other merchandise	\$100.00	\$100.00

City Clerk

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Food Service Permit		
Per Day (received 7 days or more prior to event)	\$55.00	\$55.00
Per Day (received 2-6 days prior to event)	\$80.00	\$80.00
Flea Market Season Seasonal Temporary (per location and for 6 months or less)	\$336.00	<u>\$181.00</u>
Large Assembly Permit		
500 to 1,000 Participants 0 - 4 food vendors	\$258.00	\$258.00
1,001 to 2,500 Participants 5 - 14 food vendors	\$515.00	\$515.00
2,501 to 3,500 Participants 15 + food vendors	\$773.00	\$773.00
3,501 and over Participants	\$1,030.00	\$1,030.00
Cash Escrow to cover health items		
–15-30- 1 - 14 food vendors	\$500.00	\$500.00
–30+ 15+ food vendors	\$1,000.00	\$1,000.00
Outside health inspectors	Actual Cost	Actual Cost
Local Lawful Gambling		
	\$58.00	\$58.00
MCC On-Sale Liquor Catering		
Maplewood Providers	\$50.00	\$50.00
Non Maplewood Providers	\$100.00	\$100.00
Multiple Day Event additional fee for reset		<u>\$200.00</u>
Noise Control Waiver Permit		
	\$15.00	\$15.00
On-Sale 3.2 Beer License		
	\$55.00	\$55.00
On-Sale Intoxicating Liquor License		
	\$204.00	\$204.00
One-Time Event Permit		
	\$225.00	\$225.00
Special Event Permit		
0 food vendors	\$103.00	\$103.00
1 - 4 food vendors		<u>\$250.00</u>
Tent Permit		
	\$52.00	\$52.00
Transient Sales Permit		
Up to 5 Days	\$27.00	\$27.00
6+ Days	\$106.00	\$106.00
BACKGROUND INVESTIGATIONS		
Liquor		
	\$500.00	\$500.00
Body Art Establishment		
	\$250.00	\$250.00
Cigarette & Tobacco Sales		
	\$135.00	\$135.00
Lawful Gambling		
	\$250.00	\$250.00
Personal Services		
	\$135.00	\$135.00
Secondhand Dealer		
	\$135.00	\$135.00
Pawn Shop		
	\$500.00	\$500.00
PASSPORTS		
Photos		
	\$40.00	\$40.00
Acceptance Fee		
	\$35.00	\$35.00
ELECTIONS		
Filing Fee		
	\$5.00	\$5.00
Precinct Boundaries and Polling Locations Map 11" x 17"		
	\$3.00	\$3.00
City Map with Street Index 11" X 17"		
	\$3.00	\$3.00
City Map with Street Index 24" x 36"		
	\$5.00	\$5.00

City Clerk

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
DATA PRACTICES		
Data Subjects		
Paper or Electronic	No fee if it takes less than 15 minutes of staff time to transmit electronic copies; otherwise the fee may include (1) actual employee time to make/transmit copies; (2) \$0.15 per page, black and white single sided; (3) \$0.75 per page, color copy single sided; (4) CD/DVD \$0.50; (5) flash drive 8GB \$2.50, (6) standard USPS mailing fee	No fee if it takes less than 15 minutes of staff time to transmit electronic copies; otherwise the fee may include (1) actual employee time to make/transmit copies; (2) \$0.15 per page, black and white single sided; (3) \$0.75 per page, color copy single sided; (4) CD/DVD \$0.50; (5) flash drive 8GB \$2.50, (6) standard USPS mailing fee
Members of the Public		
Paper copies	No fee if 10 or fewer pages requested; otherwise \$0.25 per page, black and white single sided if under 100 pages; If more than 100 pages the following fees may apply: (1) actual employee time to search and retrieve and make copies if it takes more than 15 minutes of staff time plus the cost of materials (\$0.15 per page, black and white single sided; \$0.75 per page, color copy single sided) and standard USPS mailing fee	No fee if 10 or fewer pages requested; otherwise \$0.25 per page, black and white single sided if under 100 pages; If more than 100 pages the following fees may apply: (1) actual employee time to search and retrieve and make copies if it takes more than 15 minutes of staff time plus the cost of materials (\$0.15 per page, black and white single sided; \$0.75 per page, color copy single sided) and standard USPS mailing fee
Electronic copies	Actual employee time to search and retrieve and make electronic copies if it takes more than 15 minutes of staff time. If the request includes making copies on a media the following additional fees apply: CD/DVD \$0.50, flash drive 8GB \$2.50 and standard USPS mailing fee	Actual employee time to search and retrieve and make electronic copies if it takes more than 15 minutes of staff time. If the request includes making copies on a media the following additional fees apply: CD/DVD \$0.50, flash drive 8GB \$2.50 and standard USPS mailing fee
City Maps		
City map with street index 11"x17"	\$3.00	\$3.00
City map with street index 24"x36"	\$5.00	\$5.00

Communications

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Partnership Packages & Rates		
(Please note: Packages may be customized at the discretion of the Communications Manager, which may change the price of the package)		
Maplewood Leaders		
* Color ¼ - page ad in all 12 editions of Maplewood Living, the City's official newsletter distributed to more than 20,000 homes. (\$5,000 value)	\$9,500.00	\$9,500.00
* Top-tier sponsorship of the following major City of Maplewood events: State of Maplewood, 4th of July and Community Engagement Breakfast (\$2,200 Value).		
* Partner video (\$2,500)		
* Partnership recognition on City Hall Digital Display (\$1,500 value)		
* Color ¼ - page ad in all 12 editions of Maplewood Living, the City's official newsletter distributed to more than 17,000 homes; sponsorship of 5 city events.		\$9,500.00
Maplewood Friends		
* Color ¼ page ad in every other edition of Maplewood Living (6 months), the City's official newsletter distributed to more than 20,000 homes. (\$2,640 Value)	\$3,000.00	\$3,000.00
* Sponsorship at two City of Maplewood events (\$1,000 - \$1,200 Value).		
* Partnership recognition on City Hall Digital Display (\$1,500 value)		
* Color ¼ page ad in every other edition of Maplewood Living (6 months), the City's official newsletter distributed to more than 17,000 homes; sponsorship of 3 events		\$5,200.00
Maplewood Supporter		
* Color ¼ page ad in three editions of Maplewood Living, the City's official newsletter distributed to more than 20,000 homes. (\$1,500 Value)	\$1,500.00	\$1,500.00
* Sponsorship at one of the following major City of Maplewood events: State of Maplewood, Community Engagement Breakfast or 4th of July Celebration. (\$500 - \$700 Value)		
Light it Up 4th of July partners ONLY:		
Deluxe Bar-be-que Package		
* Booth at 4th of July Celebration	\$695.00	\$695.00
* Quarter-page ad in one summer edition of Maplewood Living recognizing the partnership		
* Individual ad in city hall digital display		
* Significant signage exposure on event promotional flyers and banners in Maplewood Living, social media, city hall, Maplewood Community Center/YMCA, and at event)		
Pop & Brat Package		
* Placement in city hall digital display with other sponsors	\$295.00	\$295.00
* Signage exposure (on event promotional flyers and banners in Maplewood Living, social media, city hall, Maplewood Community Center/YMCA, and at event)		
Ad Rates for Maplewood Living		
Distributed to 20,000 households monthly - 1/4 Page - Approximately 3.75' (w) x 4.5" (h)		
Single Run	\$650.00	\$650.00
4 Ad Package	\$2,300.00	\$2,500.00
6 Ad Package	\$3,300.00	\$3,600.00
12 Ad Package	\$6,000.00	\$6,600.00
Customizable package rates:		
4 Month Package, plus a booth and sponsorship of two events*	\$3,100.00	\$3,100.00
6 month run, plus a booth and sponsorship of three events*	\$4,800.00	\$4,800.00
12 month run, plus a booth and sponsorship of five events*	\$8,500.00	\$8,500.00
Single event*	\$600.00	\$700.00
Three event package		\$2,000.00
Events include: 4th of July (expected crowd 2,000 people); Touch-a-Truck (up to 600 people); Summer in the Park events (up to 400 people); other events TBD		

Community Development

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Permits		
<i>*Stated permit fees do not include the surcharge imposed on most permits by the State of Minnesota.</i>		
Building Permits Based on Valuation		
Total Valuation:		
\$1.00 to \$500.00	\$28.05	\$28.05
\$501.00 to 2,000.00	\$28.05 for the first \$500.00 plus \$3.62 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$28.05 for the first \$500.00 plus \$3.62 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$82.35 for the first \$2,000.00 plus \$16.42 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$82.35 for the first \$2,000.00 plus \$16.42 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$460.01 for the first \$25,000.00 plus \$11.97 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$460.01 for the first \$25,000.00 plus \$11.97 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$759.26 for the first \$50,000.00 plus \$8.36 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$759.26 for the first \$50,000.00 plus \$8.36 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,177.26 for the first \$100,000.00 plus \$6.68 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$1,177.26 for the first \$100,000.00 plus \$6.68 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,849.26 for the first \$500,000.00 plus \$5.57 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	\$3,849.26 for the first \$500,000.00 plus \$5.57 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$6,634.26 for the first \$1,000,000.00 plus \$4.46 for each additional \$1,000.00, or fraction thereof	\$6,634.26 for the first \$1,000,000.00 plus \$4.46 for each additional \$1,000.00, or fraction thereof
Residential Electrical Permit Fee (Single family homes, apartments, and condominiums)		
*Residential electrical permit fees are the greater of the total inspection fee or total service and circuit calculation plus the administrative fees		
Inspection Fees		
Minimum Fee	\$50.00	\$50.00
Inspection / Reinspection Fee	\$50.00 per Inspection	\$50.00 per Inspection
Residential Maximum Fee (200 amps or Less)	\$200.00	\$200.00
All Other Fees	N/A	N/A
New or Repair Services/Power Supply		
0 to 300 amp	\$55.00	\$55.00
400 amp	\$71.00	\$71.00
500 amp	\$87.00	\$87.00
600 amp	\$103.00	\$103.00
800 amp	\$135.00	\$135.00
1,000 amp	\$167.00	\$167.00
Each Additional 100 amps	\$16.00	\$16.00
Transformers and Generators		
1 to 10 kVA	\$5.00	\$5.00
11 to 74 kVA	\$45.00	\$45.00
75 to 299 kVA	\$60.00	\$60.00
Over 299 kVA	\$165.00	\$165.00
Feeders/Circuits		
0 to 100 amps	\$9.00	\$9.00
101 to 200 amps	\$15.00	\$15.00
201 to 300 amps	\$21.00	\$21.00
301 to 400 amps	\$27.00	\$27.00
401 to 500 amps	\$33.00	\$33.00
Each Additional 100 amps	\$6.00	\$6.00
Solar Fees		
0 to 5 kw	\$90.00	\$90.00
5.1 to 10 kw	\$150.00	\$150.00
10.1 to 20 kw	\$225.00	\$225.00
20.1 to 30 kw	\$300.00	\$300.00
30.1 to 40 kw	\$375.00	\$375.00
Over 40 kw	\$375.00 plus \$25.00 for each additional 10 KW	\$375.00 plus \$25.00 for each additional 10 KW

Community Development City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Other Fees		
Residential Panel Replacement	\$110.00	\$110.00
Residential Sub Panel	\$45.00	\$45.00
Apartment Buildings	\$90.00 per unit	\$90.00 per unit
Retrofit Lighting	\$0.85 per fixture	\$0.85 per fixture
Sign Transformer or Driver	\$9.00 per transformer	\$9.00 per transformer
Swimming Pools and Hot Tubs	\$100.00 plus \$9.00 per circuit	\$100.00 plus \$9.00 per circuit
Residential additions, remodels or basement finishes (up to 10 circuits and two inspections)	\$100.00	\$100.00
Residential Accessory Structures	\$55.00 plus \$9.00 per circuit	\$55.00 plus \$9.00 per circuit
Traffic Signals	\$8.00 per standard	\$8.00 per standard
Street Lights and Parking Lot Lights	\$5.00 per standard	\$5.00 per standard
Low Voltage Fire Alarm, Heating and Air Conditioning Controlling Wiring	\$0.85 per device	\$0.85 per device
Electronic Inspection of AC, Furnace, Bath Fan, Fireplace, Water Heater Vent Receptacle	\$40.00	\$40.00
Hourly Rate for Carnivals	\$90.00	\$90.00
Administrative Fees		
State Surcharge	\$1.00	\$1.00
Administrative Fee	\$9.50	\$9.50
Commerical Electrical Permit Fees (Based on electrical valuation)		
Electrical Work Valuation:		
\$1.00 to \$1,000.00	\$50.00 Per trip	\$50.00 Per trip
\$1,001.00 to 2,000.00	\$50.00 for the first \$1,000.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$50.00 for the first \$1,000.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$82.00 for the first \$2,000.00 plus \$14.85 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$82.00 for the first \$2,000.00 plus \$14.85 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$423.55 for the first \$25,000.00 plus \$10.70 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$423.55 for the first \$25,000.00 plus \$10.70 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$691.05 for the first \$50,000.00 plus \$7.45 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$691.05 for the first \$50,000.00 plus \$7.45 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,063.55 for the first \$100,000.00 plus \$6.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$1,063.55 for the first \$100,000.00 plus \$6.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,463.55 for the first \$500,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	\$3,463.55 for the first \$500,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$6,013.55 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00, or fraction thereof	\$6,013.55 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00, or fraction thereof
Other Commerical Electrical fees		
Reinspection fee (in addition to all other fees)	\$50.00 Per trip	\$50.00 Per trip
Investigative fee (working without permit)	The fee is doubled	The fee is doubled
Commercial Electrical Administrative Fees		
State Surcharge	(see State of Minnesota for surcharge based on valuation)	(see State of Minnesota for surcharge based on valuation)
Administrative Fee	\$9.50	\$9.50
Manufactured Home Permit Fee		
New installation or replacement	\$175.00	\$175.00
Residential Mechanical Permit Fee		
Minimum fee	\$40.00	\$40.00
Gas piping – Repair or new installation	\$40.00	\$40.00
Gas or oil fired furnace or boiler	\$40.00	\$40.00
Warm air furnace or hot water heating system	\$40.00	\$40.00
Construction or alt. of any warm air furnace per unit Construction or alteration of each hot water system	\$40.00	\$40.00
Installation or replacement of each hot water system per unit Per unit heaters based on first 100,000 BTU input	\$40.00	\$40.00
Air conditioning – new or replacement	\$40.00	\$40.00
Wood burning furnace per unit	\$40.00	\$40.00
Swimming pool heater per unit	\$40.00	\$40.00

Community Development City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Air exchanger	\$40.00	\$40.00
Gas or oil space heater per unit	\$40.00	\$40.00
Gas direct vent heater per unit	\$40.00	\$40.00
Gas fireplace, Gas log or insert	\$40.00	\$40.00
In floor Heat system	\$40.00	\$40.00
Furnace	\$120.00	\$120.00
Other	\$40.00	\$40.00
Commercial Mechanical Permit Fee		
All commercial work	1.5% of estimated job cost + \$78.00	1.5% of estimated job cost + \$78.00
Mechanical plan review	25% of the permit fee	25% of the permit fee
Residential Plumbing Permit Fee		
Minimum fee (includes one fixture opening)	\$45.00	\$45.00
Each additional fixture opening	\$10.00	\$10.00
Commercial Plumbing Permit Fee		
All commercial work	1.75% of estimated job cost Plus \$91.00	1.75% of estimated job cost Plus \$91.00
Sign Permits		
Billboard	\$500.00	\$500.00
Dynamic Display Sign	\$175.00	\$175.00
Dynamic Display Sign Yearly License Fee	\$175.00	\$175.00
Freestanding Sign	\$175.00	\$175.00
Temporary Sign	\$45.00	\$45.00
Wall Sign	\$110.00	\$110.00
Residential Permit Flat Fee		
Windows	\$145.00	\$145.00
Deck	\$145.00	\$145.00
Residential roof	\$145.00	\$145.00
Residential egress window	\$145.00	\$145.00
Residential siding	\$145.00	\$145.00
Residential Solar Permits	\$200.00	\$200.00
Above-Ground Pools	\$145.00	\$145.00
In-Ground Pools	\$145.00	\$145.00
Drain tile	\$145.00	\$145.00
Building relocation	\$100.00	\$100.00
Miscellaneous Fees		
Plan Review Fee		
When a building permit is required and a plan is required to be submitted, a plan review fee shall be paid. The plan review fees specified are separate fees from the permit fees specified and are in addition to the permit fees.	Plan review fees for all buildings shall be sixty five percent (65%) of the building permit fee, except as modified in M.S.B.C. Section 1300.	Plan review fees for all buildings shall be sixty five percent (65%) of the building permit fee, except as modified in M.S.B.C. Section 1300.
When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items an additional plan review fee shall be charged at the above rate.		
Expiration of plan review: Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.		
Refund Fee		
The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has paid is withdrawn or canceled before any plan review is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.		
Investigation Fee		
If work for which a permit is required by the code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for the work. An investigation fee, in addition to the permit fee, shall be collected. The investigation fee shall be no more than the amount of the permit fee required. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the city code nor from any penalty prescribed by law.		

Community Development

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Demolition Fee		
Structures not connected to utilities	\$95.00	\$95.00
Structures connected to city utilities	\$220.00	\$220.00
Other Inspections and Fees		
Inspections outside of normal business hours (minimum 2 hour charge)	\$100.00 per hour	\$100.00 per hour
Re-inspection fees	\$100.00 per hour	\$100.00 per hour
Re-inspection fees from Health Officer on pools	\$100.00 per hour	\$100.00 per hour
Inspections with no specific fee indicated (minimum 1/2 hour charge)	\$100.00 per hour	\$100.00 per hour
Investigation Fee	\$100.00 per hour	\$100.00 per hour
Interior Preparation fee	\$100.00	\$100.00
Occupancy permit	\$100.00	\$100.00
Replacement of inspection record card	\$50.00	\$50.00
Re-issue of approved plans	\$50.00	\$50.00
Housing with services inspection fee	\$50.00	\$50.00
State Surtax Collected		
Permits with a flat fee	\$1.00 per permit	\$1.00 per permit
Permits based on valuation	Calculated based on the permit valuation	Calculated based on the permit valuation
Use of outside consultants for plan review, inspections and similar costs	Actual costs*	Actual costs*
*Actual costs include administrative and overhead costs.		
Miscellaneous Service Fees		
Abatement Fee (Community Development and Public Works)	\$300.00	\$300.00
Contractor License / Truth-in Housing Evaluator License	\$130.00	\$130.00
Trash Hauling Exemption (Opt-Out)	\$35.00	\$35.00
Tree replacement fee for trees that cannot be replaced on site	\$60.00 per caliper inch	\$60.00 per caliper inch
Truth-in-Housing Filing Fee	\$30.00	\$30.00
Reasonable Accommodation License Application	\$50.00	\$50.00
Health Fees		
Restaurant Plan Review		
Existing restaurant	\$330.00	\$330.00
New restaurant	\$685.00	\$685.00
Lodging Plan Review		
1 - 15 units	\$200.00	\$200.00
16+ units	\$250.00	\$250.00
Mobile Food Unit Plan Review		
	\$250.00	\$250.00
Administrative Penalties		
First Offense		
Level One Violation	\$50.00	\$50.00
Level Two Violation	\$100.00	\$100.00
Level Three Violation	\$400.00	\$400.00
Second Offense (within 24 month of prior)		
Level One Violation	\$100.00	\$100.00
Level Two Violation	\$200.00	\$200.00
Level Three Violation	\$800.00	\$800.00
Third/Subsequent Offense (within 24 months of at least two)		
Level One Violation	\$200.00	\$200.00
Level Two Violation	\$400.00	\$400.00
Level Three Violation	\$1,000.00	\$1,000.00
Planning Fees		
Administrative Variance		
Administrative Variance	\$500.00	\$500.00
Building Relocation	\$925.00	\$925.00
Comprehensive Plan Amendment ¹	\$1,650.00	\$1,650.00
Conditional Use Permit (CUP) ^{1,3}	\$1,650.00	\$1,650.00
CUP Revision ^{1,3}	\$1,000.00	\$1,000.00
Community Garden CUP ^{1,3}	\$825.00	\$825.00
Community Garden CUP Revision ^{1,3}	\$500.00	\$500.00
Final Plat ²	\$430.00	\$430.00
Front Yard Setback Authorization	\$500.00	\$500.00
Home Occupation	\$1,385.00	\$1,385.00
Lot Divisions ¹	\$500.00	\$500.00
Planned Unit Development ^{1,3}	\$2,735.00	\$2,735.00
Preliminary Plat ³	\$2,050.00	\$2,050.00
Preliminary Plat Revision or Extension	\$990.00	\$990.00
Public Vacation ¹	\$1,200.00	\$1,200.00
Rezoning ¹	\$1,650.00	\$1,650.00
Variance ¹	\$1,385.00	\$1,385.00
Woodlot Alteration Permit	\$375.00	\$375.00
Zoning Compliance Letter	\$100.00	\$100.00
¹ County Recording Fee (In Addition to Planning Application Fee)	\$46.00	\$46.00
² Plat Opinion Letter Fee (In Addition to Planning Application Fee)	\$200.00	\$200.00
³ Development Sign Fee (In Addition to Planning Application Fee)	\$200.00	\$200.00

Community Development City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Community Design Review		
Commercial/Multi-family	\$1,650.00	\$1,650.00
Minor Construction	\$500.00	\$500.00
Residential	\$500.00	\$500.00
Revision	\$500.00	\$500.00
Comprehensive Sign Plan	\$500.00	\$500.00
³ Development Sign Fee (In Addition to Community Design Review Fee)	\$200.00	\$200.00
Tax-Exempt and Tax Increment Financing Fees		
Tax-Exempt and Mortgage Revenue Financing		
Amount paid with application (non-refundable)*	\$2,500.00	\$2,500.00
Base charge (% of bond issue) par on the first \$20 million due at closing	0.50%	0.50%
Par on portion in excess of \$20 million due at closing	0.10%	0.10%
Refinancing Fee	50% of the above	50% of the above
The City will be reimbursed for any technical changes to a bond issue previously issued at 25% of the above schedule.		
Tax Increment Financing		
Application Fee (non-refundable)	\$6,760.00	\$6,760.00
Escrow Deposit	\$5,000.00	\$5,000.00
Code Enforcement Fees		
Excessive Consumption of Inspection Services		
Third Inspection	\$75.00	\$75.00
Fourth Inspection	\$100.00	\$100.00
Each Additional Inspection	\$150.00	\$150.00
Nuisance Abatement (Community Development and Public Works)		
Abatement Fee	\$300.00	\$300.00
Administrative Fee	25% of abatement cost	25% of abatement cost
Abatement Cost	100% of the cost to complete the abatement	100% of the cost to complete the abatement
Rental Licensing Fees		
Rental Dwelling License		
Annual License	\$150.00 plus \$50.00 per unit	\$150.00 plus \$50.00 per unit
First Re-Inspection	\$0.00	\$0.00
Second Re-Inspection	\$250.00	\$250.00
Third and Subsequent Re-Inspection	\$500.00	\$500.00
Sacred Community Micro-Units (no base fee)		\$50.00 per unit

Finance

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Miscellaneous Fees		
Late Penalty (Utility Accounts, Abatements, False Alarms, Etc.) (One-time charge if invoice is not paid within 30 days.)	5%	5%
NSF	\$30.00	\$30.00
Special Assessment Certification Fee	10%	10%
Credit Card Convenience Fee	Credit Card Processor will charge a fee.	Credit Card Processor will charge a fee.
Utility Rates		
Sewer		
St. Paul (100 cubic ft) (ave 22 units per qtr)	\$4.00	\$4.24
Other (1,000 gallons) (ave 16.5 units per qtr)	\$5.34	\$5.66
Minimum charge - quarterly	\$22.44	\$23.79
Flat rate for well accounts	\$60.60	\$64.24
EUF		
Residential charge - quarterly	\$28.08	\$28.92
Discount fee for raingardens (Little Canada 70%)	\$19.66	\$20.25
Multi Family - monthly	\$59.49	\$61.27
Institutional - monthly	\$72.39	\$74.56
Commercial - monthly	\$92.61	\$95.39
Recycling		
Base Quarterly charge	\$17.22	\$17.91
Additional Cart Fee per Quarter	\$0.00	\$0.00
Water Surcharge		
St. Paul - % of St. Paul water bill (ave \$50/qtr) 22 units per quarter ave for family of 4	7.00%	7.00%
N. St. Paul - quarterly	\$3.60	\$3.60
Trash Hauling		
20 EOW - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$12.55	\$12.96
20 Gallon - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$13.10	\$13.50
35 Gallon - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$14.60	\$16.36
65 Gallon - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$21.85	\$24.24
95 Gallon - Monthly - Rates reflect all taxes and fees and the City's \$0.75 per household cart fee.	\$28.00	\$30.72
Yard Waste Rate (per season - for residents who opt in) (no tax on yard waste)	\$134.98	\$140.38
Bulky Items Rates (Appliances, Electronics, Furniture, etc.) (plus tax)	\$10-\$35	\$10-\$35
FRANCHISE FEES		
Gas Utility Monthly Franchise Fee		
Residential	\$3.00	\$3.00
Commercial Non Demand	\$12.00	\$12.00
Commercial Demand	\$100.00	\$100.00
Small Interruptible	\$75.00	\$75.00
Medium & Large Interruptible	\$110.00	\$110.00
Firm Transportation	\$2.50	\$2.50
Interruptible Transportation	\$2.50	\$2.50
Electric Utility Monthly Franchise Fee		
Residential	\$3.00	\$3.00
Small C&I Non-Demand	\$4.75	\$4.75
Small C&I Demand	\$30.00	\$30.00
Large C&I	\$180.00	\$180.00
Public Street Lighting	\$4.00	\$4.00
Municipal Pumping Non-Demand	\$4.00	\$4.00
Municipal Pumping Demand	\$4.00	\$4.00
Cable Franchise Fee		
Cable Franchise Fees - Monthly	5% of gross revenue	5% of gross revenue
Cable PEG Fees - Monthly	2% of gross revenue	2% of gross revenue

Parks & Natural Resources

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Parks & Natural Resources		
Wakefield Park Community Building		
Monday-Thursday Meeting Rates: Between 8a-4p (per hour, 2hr min)	\$50.00	\$50.00
Monday-Thursday Meeting Rates: Between 8a-4p Additional Hours (per hour)	\$50.00	\$50.00
Monday-Thursday Regular Rental: 4hrs - Resident	\$150.00	\$150.00
Monday-Thursday Regular Rental: 4hrs - Non Resident	\$190.00	\$190.00
Friday-Sunday Regular Rental: 4hrs - Resident	\$200.00	\$200.00
Friday-Sunday Regular Rental: 4hrs - Non Resident	\$250.00	\$250.00
Friday-Sunday Regular Rental: 7hrs - Resident	\$300.00	\$300.00
Friday-Sunday Regular Rental: 7hrs - Non Resident	\$370.00	\$370.00
Regular Rental Additional Hours (per hour)	\$75.00	\$75.00
Outdoor Patio-Exclusive Use Add-on	\$0.00	\$0.00
Picnic Shelter Rental		
Afton Heights Park or 4 Seasons Park Building	\$55.00	\$55.00
Applewood Park	\$55.00	\$55.00
Hazelwood Park	\$55.00	\$55.00
Lion's Park	\$55.00	\$55.00
Maplewood Heights Park	\$35.00	\$35.00
Pleasantview Park	\$35.00	\$35.00
Wakefield Park	\$75.00	\$75.00
Community Gym Rental Fees		
Half Court Rental (per hour per court)	\$40.00	\$40.00
Full Court Rental (per hour per court)	\$60.00	\$60.00
Edgerton Community Gym Entire Gym Rental (8+ hour rental) per hour	\$55.00	\$55.00
Carver Community Gym Entire Gym Rental (8+ hour rental) per hour	\$0.00	\$0.00
Field Rental Fees		
Hazelwood - Soccer - Full Size (per game)	\$65.00	\$65.00
Hazelwood - Soccer - Small Size	\$40.00	\$40.00
Other Locations - Soccer - Full Size	\$55.00	\$55.00
Baseball/Softball (per game)	\$35.00	\$35.00
Baseball/Softball - Tourney (per day/per field)	\$100.00	\$100.00
Volleyball Tourney/Large Group Rental - Harvest, Geranium, Wakefield (per day/per park)	\$300.00	\$300.00
Food Vendor In Park Permit - Weekdays (per day)	\$15.00	\$15.00
Food Vendor In Park Permit - Weekends or Holidays (per day)	\$45.00	\$45.00
Nature Center		
Nature Center Program Fees		
Basic Program Fee per person	\$5.00	\$5.00
School Fee per child	\$4.00	\$4.00
Birthday Party Fee- up to 12 children	\$80.00	\$80.00
Birthday Party Fee- up to 15 children	\$100.00	\$100.00
Basic Outreach Fee- plus mileage	\$130.00	\$130.00
Outreach, additional shows same site- \$30		
Item Rental Fees		
Snowshoes- per pair, for use on site	\$5.00	\$5.00
Room Rental Fees		
Sunroom rental- per hour	\$30.00	\$30.00
Sunroom rental - All day - 5 hours or more	\$150.00	\$150.00
Touch and See Room Reservation- self-guided groups- 45 minutes	\$50.00	\$50.00
Community Garden Rental Plot		
Rental of Garden Plot - Resident Raised Bed	\$30.00	\$30.00
Rental of Garden Plot - Resident In Ground Bed	\$35.00	\$35.00
Rental of Garden Plot - Non-Resident Raised Bed	\$35.00	\$35.00
Rental of Garden Plot - Non-Resident In Ground Bed	\$40.00	\$40.00

Public Safety - Police/Fire/EMS

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
POLICE		
Police Reports		
Requester is arrested party	\$0.25 per page (one side or \$0.50 per page double sided)	\$0.25 per page (one side or \$0.50 per page double sided)
Public traffic crash report (requester is not involved in crash)	\$0.50 per page	\$0.50 per page
Public traffic crash report (requester is involved in crash)	no charge	no charge
Monthly email of public traffic crash reports	\$60.00/month	\$30.00/month
Certified copy of any report	\$5.00	\$5.00
Evidence Requests		
CD/DVD of digital evidence (photos, audio, video)	\$5.00/disc	\$5.00/disc
911 Audio transcripts	\$50.00 deposit plus actual cost of transcription through current transcription provider and Staff time to get audio ready for transcription and Staff time to review transcription for accuracy before release	\$50.00 deposit plus actual cost of transcription through current transcription provider and Staff time to get audio ready for transcription and Staff time to review transcription for accuracy before release
Towing		
Owners of vehicles towed to 1830 or 1902 County Road B E for law enforcement purposes	\$125.00 per vehicle	\$125.00 per vehicle
Overnight Parking Permits		
Permit for vehicle to be parked on a city street overnight good for no more than 365 days	\$50.00 per vehicle/permit	\$50.00 per vehicle/permit
Excessive Calls for Service		
Third and subsequent calls, within 365 days, deemed excessive by definition in ordinance	\$250.00 each	\$250.00 each
False Alarms		
1st	\$0.00	\$0.00
2nd (within 12 months of the 1st false alarm)	\$0.00	\$0.00
3rd (within 12 months of the 1st false alarm)	\$100.00	\$100.00
4th (within 12 months of the 1st false alarm)	\$200.00	\$200.00
5th (within 12 months of the 1st false alarm)	\$300.00	\$300.00
6th (within 12 months of the 1st false alarm)	\$400.00	\$400.00
7th (within 12 months of the 1st false alarm)	\$500.00	\$500.00
8th (within 12 months of the 1st false alarm)	\$500.00	\$500.00
9th (within 12 months of the 1st false alarm)	\$500.00	\$500.00
10th & Over (within 12 months of the 1st false alarm)	\$500.00	\$500.00
Outside Employment		
Police Officers	\$106.68/hour	\$114.15/hour
Squad Car only available with an officer	no charge	no charge
Fingerprinting		
Each fingerprint card	\$15.00	\$20.00

Public Safety - Police/Fire/EMS

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
FIRE/EMS		
False Alarm Fees		
Commercial		
Commercial - 1st False	\$0.00	\$0.00
Commercial - 2nd False (within 12 months of the 1st false alarm)	\$0.00	\$0.00
Commercial - 3rd False (within 12 months of the 1st false alarm)	\$200.00	\$200.00
Commercial - 4th False (within 12 months of the 1st false alarm)	\$300.00	\$300.00
Commercial - 5th False and more (within 12 months of the 1st false alarm)	\$400.00	\$400.00
Residential		
Residential - 1st False	\$0.00	\$0.00
Residential - 2nd False (within 12 months of the 1st false alarm)	\$0.00	\$0.00
Residential - 3rd False (within 12 months of the 1st false alarm)	\$200.00	\$200.00
Residential - 4th False (within 12 months of the 1st false alarm)	\$300.00	\$300.00
Residential - 5th False and more (within 12 months of the 1st false alarm)	\$400.00	\$400.00
Ambulance Transport Fees		
Resident		
ALS2 (Advanced Life Support)	\$2,600.00	\$2,600.00
ALS (Advanced Life Support)	\$2,350.00	\$2,350.00
ALS Treatment No Transport	\$1,800.00	\$1,800.00
BLS (Basic Life Support)	\$1,900.00	\$1,900.00
BLS (Basic Life Support) Non Emergency	\$1,800.00	\$1,800.00
No Load	\$700.00	\$700.00
Mileage	\$26.00	\$26.00
Non-Resident		
ALS2 (Advanced Life Support)	\$2,900.00	\$2,900.00
ALS (Advanced Life Support)	\$2,700.00	\$2,700.00
BLS (Basic Life Support)	\$2,000.00	\$2,000.00
No Load	\$800.00	\$800.00
Mileage	\$28.00	\$28.00
Sliding Fee Schedule to Assist Those with a Financial Need		
Annual Income Threshold by Sliding Fee Discount Pay Class and Percent Poverty		
At or Below 100% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	50%	50%
At 125% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	60%	60%
At 150% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	70%	70%
At 175% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	80%	80%
At 200% of the Poverty Guideline - Patient Responsibility: % of Total Charges *	90%	90%
Above 200% of the Poverty Guideline - Patient Responsibility: % of Total Charges	100%	100%
* Must complete the Sliding Fee Application and submit required documentation.		
Outside Employment		
	\$106.68/hour	\$114.15/hour
Equipment Standby - Based on FEMA's current Schedule of Equipment Rates		

Public Works

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Connection Charges		
Sanitary Sewer Service Main Line Permit		
Base Fee	\$114.00	\$114.00
Plus Each Connection to Existing System, New Structures, Alteration, or Re-Inspection	\$59.00	\$59.00
Sanitary Sewer Service Connection Permit		
New Sanitary Sewer Service	\$110.00 per service	\$110.00 per service
Disconnect or Repair	\$39.00 per service	\$39.00 per service
Septic Systems		
Private Individual Septic Systems	\$500.00	\$500.00
Sanitary Sewer Cash Connection Charge		
Residential Connection Charge <small>For all new connections for properties that have not been previously charged or assessed for construction of the public system.</small>	\$4,325.00	\$4,325.00
Commercial Connection Charge (per front footage) <small>For all new connections for properties that have not been previously charged or assessed for construction of the public system. Commercial Connection Charge = Residential Connection Charge / 75 (Average Lot Width)</small>	\$57.00	\$57.00
Sewer Assessment for City Project		
Residential Sanitary Service Installed to New Main	\$1,530.00	\$1,530.00
Residential Sanitary Service Installed to Existing Main	\$2,880.00	\$2,880.00
Comm/Ind Sanitary Service Installed to New Main	\$20.00 cost per front footage	\$20.00 cost per front footage
Comm/Ind Sanitary Service Installed to Existing Main	\$38.00 cost per front footage	\$38.00 cost per front footage
Sewer Availability Charge (SAC)		
SAC Unit Fee (Rate Set by MCES) <small>1 SAC Unit = 1 Single family dwelling (SFD) SAC Unit for all other types of developments total number of equivalent SFD SAC Units is determined by MCES.</small>	\$2,485.00	\$2,485.00
Local SAC Fee per SFD Unit	\$130.00	\$130.00
Water System Fees		
Water Main Cash Connection Charge		
Residential Connection Charge <small>For all new connections for properties that have not previously been charged or assessed for construction of the public system.</small>	\$4,325.00	\$4,325.00
Commercial Connection Charge <small>For all new connections for properties that have not previously been charged or assessed for construction of the public system. Commercial Connection Charge = Residential Connection Charge / 75 (Average Lot Width)</small>	\$57.00	\$57.00
Water System Assessment for City Project		
Residential Water Service Installed to New Main	\$1,530.00	\$1,530.00
Residential Water Service Installed to Existing Main	\$1,900.00	\$1,900.00
Comm/Ind Water Service Installed to New Main	\$20.00 cost per front footage	\$20.00 cost per front footage
Comm/Ind Water Service Installed to Existing Main	\$25.00 cost per front footage	\$25.00 cost per front footage
Water Availability Charge (WAC)		
WAC Unit Fee <small>The total number of WAC units to be paid is equal to the total number of equivalent SAC Units required as determined by MCES.</small>	\$285.00	\$285.00
Storm Sewer System Fees		
Storm Sewer Permit		
Private Storm Sewer Main Base Fee	\$114.00	\$114.00
Plus Each Connection to Existing System, New Structures, Alteration, or Re-Inspection	\$59.00	\$59.00
Base Escrow (Cover first 10 Connections or New Structures) <small>Escrow released after passing inspection.</small>	\$300.00	\$300.00
Plus Additional Escrow (Per Each Additional Connection or New Structure) <small>Escrow released after passing inspection.</small>	\$30.00	\$30.00
Storm Sewer System Assessment for City Project		
Storm Drainage Improvements <small>Assessment rate will be based on independent special benefit appraisals.</small>	\$1,090.00	\$1,090.00
Street, Driveway, and Parking Lot Fees		
Driveway and Parking Lot Permits		
Driveway Permit	\$28.00	\$28.00
Parking Lot Paving Permit (\$104.00 Base Fee for 0-50,000SF) <small>50,000SF and greater = base fee + (SF over 50,000 x 0.002)</small>	\$104.00	\$104.00

Public Works

City of Maplewood - 2024 Fee Schedule

ITEM/ACTIVITY	2023	2024 Proposed
Grading Permit, Plan Review, and Inspection Fee		
Grading Permit, Plan Review, and Inspection Fee Based on Total Estimate Material Moved		
<small>Fee based on complexity of the project, proximity to environmental sensitive areas, and scope of project.</small>		
<=50 C.Y.	\$37.00	\$37.00
51 to 100 C.Y.	\$94.00	\$94.00
101 to 1000 C.Y.	\$94.00	\$94.00
plus each additional 100 C.Y.	\$30.00	\$30.00
1001 to 10,000 C.Y.	\$364.00	\$364.00
plus each additional 1000 C.Y.	\$23.00	\$23.00
10,001 to 100,000 C.Y.	\$571.00	\$571.00
plus each additional 10,000 C.Y.	\$137.00	\$137.00
100,001 to 200,000 C.Y.	\$1,804.00	\$1,804.00
plus each additional 10,000 C.Y.	\$77.00	\$77.00
200,000 C.Y. or more	\$2,574.00	\$2,574.00
plus each additional 10,000 C.Y.	\$13.00	\$13.00
Park Availability Charge (PAC)		
PAC		
PAC per Capita Base Unit Charge	\$1,040.00	\$1,040.00
1 SFD PAC Fee = \$1040 per capita x 3.4 capita = \$3540.00 per SFD		
PAC Commercial Development = % x Land Market Value	9%	9%
Right of Way Permit and Inspection Fees		
Contractor Yearly Registration Fee (per year)	\$40.00	\$50.00
Hole Excavation Permit Fee (per hole)	\$100.00	\$200.00
Trench Excavation Permit		
Base Fee	\$100.00	\$100.00
Plus Each Lineal Foot	\$60.00	\$60.00
Emergency Excavation Permit	\$100.00	\$100.00
Aerial/Obstruction Permit	\$80.00	\$100.00
Permit Extension Fee	\$35.00	\$35.00
Delay Penalty Fee		
Base Fee (up to three days late)	\$35.00	\$35.00
Plus Each Additional Day (per day)	\$10.00	\$10.00
Small Cell		
Attached to City Infrastructure - Requires contract with City to determine monthly rental fee.	\$130.00	\$130.00
Non-City Infrastructure - Contractor license and any additional ROW fees. <small>Contractor will need to contact infrastructure owner to determine any other fees.</small>		
Engineering Review Fees		
Planning and Community Development Applications		
Planning applications and development reviews for engineering conformance to engineering standards and City ordinances. Services performed by City Personnel will be hourly and applied to the application escrow.	Staff Hourly Rate	Staff Hourly Rate
Grading Fee		
Fee amount based on each individual site.	Varies	Varies
Erosion Control Escrow		
Escrow amount based on each individual site.	Varies	Varies
Tree Escrow		
\$60 per caliper inch of tree replacement required. Please see the tree standards for more information.	Varies	Varies
Sign		
Wetland Buffer	\$35.00	\$35.00

CITY COUNCIL STAFF REPORT

Meeting Date December 11, 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: Resolution Approving Annual Liquor License Renewals for 2024

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

City issued liquor licenses are due to expire December 31, 2023. City Council approval is required prior to issuance of a new license, valid January 1, 2024 through December 31, 2024.

Recommended Action:

Motion to approve the resolution for 2024 annual liquor license renewals for Off-Sale, On-Sale, Club On-Sale, and Wine.

Fiscal Impact:

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

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

Strategic Plan Relevance:

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

City Code and State Statute require City Council approval prior to the issuance of Off-Sale, On-Sale, Club On-Sale, and Wine licenses.

Background

The licensees in the attached Resolution have been notified of the renewal requirement due on or before December 31, 2023 and are eligible to renew their licenses, contingent upon the receipt of their completed license renewal documentation and required fees.

Attachments

1. Resolution for the 2024 Liquor License Renewals

**RESOLUTION
2024 LIQUOR LICENSE RENEWALS**

RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA, that the following Off-Sale, On-Sale, Club On-Sale, and Wine Liquor licenses, having been previously duly issued by this city council, are hereby approved for renewal for one year, effective January 1, 2024, with approvals granted herein subject to satisfactory receipt of renewal documentation with fees submitted and subject to such terms and conditions as previously agreed to or imposed by the city council pursuant to city code section 6-130:

Off-Sale 3.2 Beer Licenses

Cub Foods #30244
100 County Road B West

Cub Foods #31264
2390 White Bear Avenue North

Family Dollar Inc.
1700 Rice Street North, Suite 1A

Holiday Stationstore #480
1535 Beam Avenue North

Hy-Vee
2501 White Bear Avenue North

Hy-Vee Fast & Fresh Express
2521 White Bear Avenue North

Maplewood Holiday #3519
1285 Cope Avenue East

Speedway #4022
1750 White Bear Avenue North

Speedway #4089
11 Century Avenue South

Off-Sale Intoxicating Liquor Licenses

61 Liquors
2700 Maplewood Drive North

Big Discount Liquor
2520 White Bear Avenue North

Costco Wholesale #1021
1431 Beam Avenue East

Cub Discount Liquor
100 County Road B West

Happy Hours
2227 White Bear Avenue North

Heritage Liquor
1347 Frost Avenue East

Hillside Liquor
1690 McKnight Road North, Suite B

Hy-Vee Wine & Spirits
2515 White Bear Avenue North, Suite A17 & A18

Maplewood Liquor
2950 White Bear Avenue North, Suite 2

Merwin Liquors
1700 Rice Street North, Suite D

Party Time Liquor
1835 Larpenteur Avenue East

Rice St Liquors
1700 Rice Street North Unit P

Sarrack's International Wine & Spirits
2305 Stillwater Road East

YangChi Liquor
2728 Stillwater Road East

On-Sale 3.2 Beer Licenses

Asia Fusion Kitchen
1700 Rice Street North, Suite G

Indian Masala
27 Century Avenue North

Tono Pizzeria + Cheesesteaks
3088 White Bear Avenue North, Suite B

Zen Ramen
3000 White Bear Avenue North, Suite 2

Taste of India
1745 Cope Avenue East

On-Sale Intoxicating Liquor Licenses

<i>5-8 Tavern & Grill</i> 2289 Minnehaha Avenue East	<i>Millions Crab</i> 1745 Beam Avenue
<i>Acapulco Mexican Restaurant</i> 3069 White Bear Avenue North	<i>Mr Taco</i> 2645 White Bear Avenue E, Unit 3
<i>Bleachers Bar & Grill</i> 2220 White Bear Avenue North	<i>Myth Live</i> 3090 Southlawn Drive North
<i>Buffalo Wild Wings #118</i> 3085 White Bear Avenue North	<i>Olive Garden Italian Restaurant #1200</i> 1749 Beam Avenue East
<i>Chili's Grill & Bar</i> 1800 Beam Avenue East	<i>Osaka Sushi & Hibachi</i> 1900 County Road D East, Suite 140
<i>Crooked Pint Ale House</i> 1734 Adolphus Street North	<i>Outback Steakhouse #2412</i> 1770 Beam Avenue East
<i>Eurest Dining Services</i> 2350 Minnehaha Avenue East, Building 278	<i>Red Lobster Restaurant #0283</i> 2925 White Bear Avenue North
<i>Goodrich Golf Course</i> 1820 North Van Dyke North	<i>T.G.I. Friday's #472</i> 3087 White Bear Avenue North
<i>Groceries & Nepali Kitchen</i> 1700 Rice Street North, Suite J	<i>The Dog House Bar & Grill</i> 2029 Woodlynn Avenue East
<i>Johnny Kitchen & Bar</i> 1900 County Road D East, Suite 135	<i>Tokyo Sushi – All You Can Eat</i> 1935 Beam Avenue East, Suite 103
<i>Lancer Food & Beverage</i> 2166 Maplewood Drive North	<i>Unison Restaurant & Banquet</i> 1800 White Bear Avenue North, Suite A & B
<i>McCarron's Pub and Grill</i> 1986 Rice Street North	

On-Sale Wine/Strong Beer Licenses

<i>Asia Fusion Kitchen</i> 1700 Rice Street North, Suite G	<i>Tono Pizzeria + Cheesesteaks</i> 3088 White Bear Avenue North, Suite B
<i>Indian Masala</i> 27 Century Avenue North	<i>Zen Ramen</i> 3000 White Bear Avenue North, Suite 2
<i>Taste of India</i> 1745 Cope Avenue East	

Club On-Sale Licenses

Maplewood Moose Lodge
1832 Gervais Court East

Adopted by the Maplewood City Council on December 11, 2023.

CITY COUNCIL STAFF REPORT

Meeting Date December 11, 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: Off-Sale Intoxicating Liquor License for Hillside Liquor, 1690 McKnight Road N, Suite B

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

In accordance with City Code Chapter 6 (Alcoholic Beverages), an application for an Off-Sale Intoxicating Liquor license was submitted by Dilip Sunar, new owner of AR LLC, who will take over operation of Hillside Liquor, 1690 McKnight Road N, Suite B.

Recommended Action:

Motion to approve the Off-Sale Intoxicating Liquor license for Hillside Liquor, located at 1690 McKnight Rd North, Suite B.

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 an Off-Sale Intoxicating Liquor license, per City Code Sec. 6-165.

Background:

For the purposes of the license application a background investigation was conducted on Mr. Sunar. Lieutenant Steiner will be meeting with the applicant to discuss measures to eliminate the sale of alcohol to underage persons, general security, retail crime issues and the city ordinances pertaining to the service of alcohol.

Attachments:

None

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Andrea Sindt, City Clerk
PRESENTER: Melinda Coleman
AGENDA ITEM: 2024 City Council Meeting Calendar

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

Policy Issue:

Approval of a city council meeting calendar at the beginning of each year helps City Council, staff, applicants and residents plan ahead for the year. The City Council reserves the right to cancel or add meetings as needed as long as all notice requirements are met.

Recommended Action:

Motion to approve the 2024 city council meeting calendar with the meetings on the second and fourth Mondays with the exceptions of moving the May 27 meeting to May 28, moving the November 11 meeting to November 12 and cancelling the December 23 meeting.

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

Per Minn. Stat. 13D.04, a schedule of regular meetings of a public body is to be kept on file at its primary office.

Background:

City Council meetings are held at 7pm on the second and fourth Mondays of the month. Typically, a City Council Manager Workshop precedes each meeting, starting no earlier than 5pm.

After reviewing the 2024 calendar, there are two observed holidays which coincide with meeting dates: May 27, Memorial Day and November 11, Veterans Day.

Therefore, the proposed changes to the meeting schedule include holding the second May meeting on Tuesday, May 28, the first November meeting on Tuesday, November 12 and in keeping with past practice, cancelling the December 23 meeting.

In addition, August 16 may require a council meeting for the canvassing of local primary results. The need for and time of this meeting will be determined closer to the date but has historically been held in the daytime. The canvassing of local general results are expected to be part of the November 12 meeting.

Attachments:

1. 2024 City Council Meeting Calendar

2024 Maplewood City Council Meeting Calendar

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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March

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April

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June

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July

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August

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September

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October

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November

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December

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29	30	31				

Holiday
 Council
 Canvass

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

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

PRESENTER: Steven Love

AGENDA ITEM: Cope Avenue Improvements, City Project 21-06
a. Resolution Directing Modification of Existing Construction Contract Change Order No.1
b. Resolution Directing Final Payment and Acceptance of Project

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The contractor, Park Construction, has completed the project improvements for the Cope Avenue Improvements, City Project 21-06. The contractor has submitted Change Order No. 1 and all final project documents required for final payment and acceptance of the project. City staff have reviewed the work and deemed it acceptable.

Recommended Action:

- a. Motion to approve the resolution directing modification of existing construction contract, Change Order No.1, for the Cope Avenue Improvements, City Project 21-06.
- b. Motion to approve the resolution directing final payment and acceptance of project for the Cope Avenue Improvements, City Project 21-06.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$3,782,790.54

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: The final contract amount, including indirect costs and Change Order No.1 falls within the approved budget of \$4,615,000.

Strategic Plan Relevance:

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

This infrastructure improvement project was previously identified in the City's Capital Improvement Plan and included the replacement of the severely deteriorated pavement and utilities along Cope Avenue between English Street and White Bear Avenue.

Background:

The City Council previously awarded a construction contract to Park Construction for the Cope Avenue Improvements, City Project 21-06, in the amount of \$ \$3,746,006.48. The project improvements included a full reconstruction of Cope Avenue including; removal and replacement of all concrete curb and gutter to accommodate road width and lane layout changes, replacement of the water main system, minor repairs to the sanitary sewer system, and upgrades to the storm sewer system.

Change Order No. 1 increased the construction contract by \$36,784.06 to cover costs associated with an additional storm sewer repair on Cope Avenue near Hazelwood Street and increased costs of concrete line items due to regional cement shortage in the fall of 2022. This change order raised the construction contract to \$3,782,790.54

The final construction cost of \$3,782,790.54 came in over the final contract amount by \$36,784.06. This increase in construction cost will be covered under the approved budget of \$4,615,000. No changes to the approved budget are recommended at this time. City staff have reviewed the project improvements and deemed them acceptable. Likewise, staff have received, reviewed, and found acceptable all project closeout documents (lien waivers, IC134 documents, consent from surety, etc.).

Attachments:

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

CHANGE ORDER #1

Project Name: Cope Avenue Improvements
 Project No.: 21-06
 Contractor: Park Construction Inc.

Change Order No.: #1
 Date: 10/31/2023

The following changes shall be made to the contract documents:

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Total</u>
1. Final contract quantity adjustments	LS	1	\$36,784.06
<u>TOTAL:</u>			<u>\$36,784.06</u>

Purpose of Change Order

Amend Contract to account for the following:

- Additional storm sewer repair on Cope Avenue near Hazelwood Street.
- Increased cost of concrete line items due to regional cement shortage in the fall of 2022.

Basis of Cost: Actual Estimated

Original Contract: \$3,746,006.48

Change This Change Order: 36,784.06

Revised (Final) Contract: \$3,782,790.54

Approved _____
Mayor

Approved _____
City Manager

Recommended _____
Engineer

Agreed to by Contractor by _____

Project Manager

Its _____
Title

**RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT,
PROJECT 21-06, CHANGE ORDER NO. 1**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered the Cope Avenue Improvements, City Project 21-06, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Cope Avenue Improvements, City Project 21-06, Change Order No. 1.

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

1. The Mayor, City Manager, and City Engineer are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$36,784.06.

The revised contract amount is \$3,782,790.54

Adopted by the Maplewood City Council on this 11th day of December 2023.

APPLICATION FOR PAYMENT PAYMENT NO. 9 (FINAL)


Contract: City Project 21-06
Project: Cope Avenue Improvements
Owner: City of Maplewood, Minnesota
Contractor: Park Construction

Application Date: 10/30/2023
For Period Ending: 10/31/2023

Original Contract Amount:	\$ 3,746,006.48
Contract Amendments:	\$ -
Contract Amount to Date:	\$ 3,746,006.48
Total Amount of Work Completed to Date:	\$ 3,782,790.54
Material Stored On-Site but not in Work:	\$ -
Gross Amount Due to Date:	\$ 3,782,790.54
Less 0.0% Retainage	\$ -
Amount Due to Date:	\$ 3,782,790.54
Less Previous Payments:	\$ 3,640,160.54
Total Due This Application:	\$ 142,630.00

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

Contractor: Park Construction

By:  Charlie Borene Date: 11/02/23
Vice President

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

Engineer: City of Maplewood - Public Works Department

By: _____ Date: _____

Approved for Payment

Owner: City of Maplewood

By: _____ Date: _____

Payment Application No. 9 (FINAL)

Contract: City of Maplewood Project 21-06

Project Name: Cope Avenue Improvements

BASE BID

STREET IMPROVEMENTS

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Unit Price	Contract Extended	Quantity This Period	Quantity to Date	To Date Extended
1	2021.601	MOBILIZATION	LS	1.00	\$ 271,100.00	\$ 271,100.00		1.00	\$ 271,100.00
2	2101.505	CLEARING AND GRUBBING	ACRE	0.05	\$ 62,400.00	\$ 3,120.00		0.05	\$ 3,120.00
3	2101.524	CLEARING AND GRUBBING	TREE	9.00	\$ 416.00	\$ 3,744.00		14.00	\$ 5,824.00
4	2104.502	REMOVE SIGN	EACH	2.00	\$ 26.00	\$ 52.00		2.00	\$ 52.00
5	2104.502	SALVAGE SIGN	EACH	29.00	\$ 26.00	\$ 754.00		29.00	\$ 754.00
6	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	2.00	\$ 31.20	\$ 62.40		2.00	\$ 62.40
7	2104.503	REMOVE CONCRETE CURB & GUTTER (ALL TYPES)	LF	8,622.00	\$ 2.85	\$ 24,572.70		9168.00	\$ 26,128.80
8	2104.503	SAW BITUMINOUS ROADWAY PAVEMENT (FULL DEPTH)	LF	253.00	\$ 4.15	\$ 1,049.95		100.00	\$ 415.00
9	2104.504	REMOVE BITUMINOUS PAVEMENT (DRIVEWAY/APRON/TRAIL)	SY	574.00	\$ 8.85	\$ 5,079.90		846.00	\$ 7,487.10
10	2104.504	REMOVE CONCRETE PAVEMENT (DRIVEWAY/APRON/WALK/ROADWAY/MEDIAN)	SY	2,150.00	\$ 9.65	\$ 20,747.50		2218.00	\$ 21,403.70
11	2104.602	SALVAGE MAILBOX ASSEMBLY (ALL TYPES)	EACH	32.00	\$ 130.00	\$ 4,160.00		34.00	\$ 4,420.00
12	2104.603	SALVAGE LANDSCAPE EDGER OR SHORT WALL	LF	30.00	\$ 22.60	\$ 678.00		25.00	\$ 565.00
13	2104.604	SALVAGE LANDSCAPE PAVERS	SY	10.00	\$ 67.80	\$ 678.00		4.00	\$ 271.20
14	2104.604	SALVAGE LANDSCAPE ROCK	SY	20.00	\$ 33.90	\$ 678.00		10.00	\$ 339.00
15	2106.507	COMMON EXCAVATION (EV) (P)	CY	1,560.00	\$ 31.30	\$ 48,828.00		1560.00	\$ 48,828.00
16	2106.507	SUBGRADE EXCAVATION (EV)	CY	2,360.00	\$ 22.20	\$ 52,392.00		1305.00	\$ 28,971.00
17	2106.509	TEMPORARY STABILIZING AGGREGATE (1.5-INCH MINUS)	TON	191.00	\$ 19.60	\$ 3,743.60		36.00	\$ 705.60
18	2106.607	SALVAGE, STOCKPILE, INSTALL RECLAIM MATERIAL (CV)	CY	3,917.00	\$ 21.40	\$ 83,823.80		3330.00	\$ 71,262.00
19	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	70.00	\$ 156.00	\$ 10,920.00		99.00	\$ 15,444.00
20	2130.523	WATER FOR DUST CONTROL	M GAL	175.00	\$ 49.50	\$ 8,662.50		118.00	\$ 5,841.00
21	2211.509	AGGREGATE BASE CLASS 6	TON	900.00	\$ 18.40	\$ 16,560.00			\$ -
22	2215.504	FULL DEPTH RECLAMATION (12-INCH DEPTH)	SY	8,220.00	\$ 1.85	\$ 15,207.00		8220.00	\$ 15,207.00
23	2215.504	FULL DEPTH RECLAMATION (16-INCH DEPTH)	SY	17,154.00	\$ 2.20	\$ 37,738.80		17154.00	\$ 37,738.80
24	2232.603	MILL BITUMINOUS PAVEMENT (2-INCH DEPTH @ 18-INCHES WIDE)	LF	253.00	\$ 2.25	\$ 569.25		491.00	\$ 1,104.75
25	2232.604	MILL BITUMINOUS PAVEMENT (4-INCH DEPTH)	SY	17,154.00	\$ 1.45	\$ 24,873.30		17154.00	\$ 24,873.30
26	2331.603	JOINT ADHESIVE (TOE OF CONCRETE CURB)	LF	11,485.00	\$ 0.67	\$ 7,694.95		11219.00	\$ 7,516.73
27	2331.603	BITUMINOUS ROAD PAVEMENT CONTROL JOINT SAW AND SEAL	LF	1,921.00	\$ 3.85	\$ 7,395.85		2278.00	\$ 8,770.30
28	2355.506	BITUMINOUS FOG SEAL (TYPE CSS-1H)	GAL	5,809.00	\$ 6.05	\$ 35,144.45		5550.00	\$ 33,577.50
29	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	3,541.00	\$ 3.05	\$ 10,800.05		1583.00	\$ 4,828.15
30	2360.604	TYPE SPWEA330L BITUMINOUS MIXTURE (1 - 3-INCH LIFT, RESIDENTIAL DRIVEWAY)	SY	184.00	\$ 40.20	\$ 7,396.80		301.50	\$ 12,120.30
31	2360.604	TYPE SPWEA430B BITUMINOUS MIXTURE (2 - 2-INCH LIFTS, COMMERCIAL DRIVEWAY)	SY	290.00	\$ 50.30	\$ 14,587.00		559.30	\$ 28,132.79
32	2360.609	TYPE SPWEA340C BITUMINOUS MIXTURE	TON	3,344.00	\$ 102.00	\$ 341,088.00		3523.38	\$ 359,384.76
33	2360.609	TYPE SPWEB340C BITUMINOUS MIXTURE	TON	961.00	\$ 86.70	\$ 83,318.70		991.32	\$ 85,947.44
34	2360.609	TYPE SPNWB330C BITUMINOUS MIXTURE	TON	1,708.00	\$ 86.30	\$ 147,400.40	204.00	1738.06	\$ 149,994.58
35	2521.518	4-INCH CONCRETE SIDEWALK (HE CONCRETE)	SF	19,648.00	\$ 4.85	\$ 95,292.80		22180.20	\$ 107,573.97
36	2531.503	CONCRETE CURB & GUTTER DESIGN B618, TRANSITION, KNOCKDOWN (HE CONCRETE)	LF	11,379.00	\$ 16.70	\$ 190,029.30		11190.70	\$ 186,884.69
37	2531.503	CONCRETE CURB DESIGN V8 (HE CONCRETE)	LF	100.00	\$ 26.30	\$ 2,630.00		162.30	\$ 4,268.49
38	2531.504	6-INCH CONCRETE DRIVEWAY PAVEMENT, RESIDENTIAL (HE CONCRETE)	SY	802.00	\$ 63.50	\$ 50,927.00		1054.30	\$ 66,948.05
39	2531.504	8-INCH CONCRETE DRIVEWAY PAVEMENT, COMMERCIAL (HE CONCRETE)	SY	1,212.00	\$ 92.60	\$ 112,231.20		1407.30	\$ 130,315.98
40	2531.602	CONCRETE MEDIAN NOSE (MNDOT STANDARD PLATE 7109C) (HE CONCRETE)	EACH	1.00	\$ 1,020.00	\$ 1,020.00		1.00	\$ 1,020.00
41	2531.618	TRUNCATED DOMES	SF	413.00	\$ 40.70	\$ 16,809.10		523.20	\$ 21,294.24
42	2531.618	6-INCH CONCRETE PEDESTRIAN CURB RAMP (HE CONCRETE)	SF	1,816.00	\$ 16.70	\$ 30,327.20		1285.80	\$ 21,472.86
43	2540.602	INSTALL SALVAGED STREET SIGN	EACH	3.00	\$ 364.00	\$ 1,092.00		3.00	\$ 1,092.00
44	2540.602	INSTALL SALVAGED MAILBOX ASSEMBLY (ALL TYPES)	EACH	32.00	\$ 182.00	\$ 5,824.00		30.00	\$ 5,460.00
45	2540.602	FURNISH & INSTALL MAILBOX ASSEMBLY (ALL TYPES)	EACH	5.00	\$ 156.00	\$ 780.00		4.00	\$ 624.00
46	2540.603	INSTALL SALVAGED LANDSCAPE EDGER OR SHORT WALL (ALL TYPES)	LF	30.00	\$ 22.60	\$ 678.00		58.00	\$ 1,310.80
47	2540.604	INSTALL SALVAGED LANDSCAPE PAVERS	SY	10.00	\$ 67.80	\$ 678.00			\$ -

48	2540.604	INSTALL LANDSCAPE ROCK 3-INCH THICK W/WEED BARRIER (ALL TYPES)	S Y	15.00	\$ 74.80	\$ 1,122.00			\$ -
49	2540.604	INSTALL LANDSCAPE MULCH 3-INCH THICK W/WEED BARRIER (ALL TYPES)	S Y	15.00	\$ 74.80	\$ 1,122.00			\$ -
50	2563.601	TRAFFIC CONTROL - COPE AVENUE	LS	1.00	\$ 4,680.00	\$ 4,680.00	1.00		\$ 4,680.00
51	2563.601	TRAFFIC CONTROL - OFFSITE BITUMINOUS FOG SEAL	LS	1.00	\$ 624.00	\$ 624.00	1.00		\$ 624.00
52	2563.601	TRAFFIC CONTROL - OFFSITE SANITARY SEWER LINING	LS	1.00	\$ 2,240.00	\$ 2,240.00	1.00		\$ 2,240.00
53	2563.618	TEMPORARY CONSTRUCTION SIGN-SPECIAL	S F	500.00	\$ 15.60	\$ 7,800.00		86.00	\$ 1,341.60
54	2564.602	INSTALL SIGN	EACH	29.00	\$ 156.00	\$ 4,524.00		29.00	\$ 4,524.00
55	2564.602	INSTALL SIGN SPECIAL	EACH	2.00	\$ 364.00	\$ 728.00		2.00	\$ 728.00
56	2564.618	SIGN	S F	61.00	\$ 46.80	\$ 2,854.80		61.00	\$ 2,854.80
57	2565.602	RIGID PVC LOOP DETECTOR 6'X6'	EACH	2.00	\$ 1,200.00	\$ 2,400.00		2.00	\$ 2,400.00
58	2571.602	DECIDUOUS TREE, #20 CONTAINER	EACH	15.00	\$ 732.00	\$ 10,980.00		10.00	\$ 7,320.00
59	2573.501	EROSION CONTROL, CONTRACTOR'S PLAN	LS	1.00	\$ 4,390.00	\$ 4,390.00		1.00	\$ 4,390.00
60	2573.502	STORM DRAIN INLET PROTECTION (ALL TYPES)	EACH	80.00	\$ 194.00	\$ 15,520.00		80.00	\$ 15,520.00
61	2573.502	FURNISH AND MAINTAIN CONSTRUCTION EXIT PAD (MAPLEWOOD STANDARD PLATE 750)	EACH	1.00	\$ 923.00	\$ 923.00			\$ -
62	2573.503	SEDIMENT CONTROL LOG, TYPE COMPOST	LF	375.00	\$ 4.00	\$ 1,500.00	100.00		\$ 400.00
63	2573.503	SILT FENCE; TYPE PA	LF	2,090.00	\$ 2.30	\$ 4,807.00	3740.00		\$ 8,602.00
64	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LF	50.00	\$ 28.10	\$ 1,405.00	50.00		\$ 1,405.00
65	2574.504	LOAM TOPSOIL BORROW (4-INCH DEPTH)	S Y	10,600.00	\$ 7.45	\$ 78,970.00	12332.00		\$ 91,873.40
66	2574.508	COMMERCIAL FERTILIZER TYPE 1, 10-10-10 FOR SODDED/SEEDED AREAS (300 LB/AC)	LB	657.00	\$ 0.76	\$ 499.32		429.00	\$ 326.04
67	2575.504	SODDING TYPE MINERAL	S Y	6,320.00	\$ 7.40	\$ 46,768.00	416.00	7591.00	\$ 56,173.40
68	2575.504	EROSION CONTROL BLANKET (FUTERRA F4 NETLESS, BY RAMY TURF PRODUCTS OR APPROVED EQUAL)	S Y	4,280.00	\$ 2.05	\$ 8,774.00	2195.00	7352.00	\$ 15,071.60
69	2575.508	TURF ESTABLISHMENT, STREET SIDE BOULEVARD SALT TOLERANT SEED BY RAMY TURF PRODUCTS OR APP. EQ.	LB	263.00	\$ 16.40	\$ 4,313.20		329.00	\$ 5,395.60
70	2575.508	TURF ESTABLISHMENT, SEED MIXTURE 33-261, (MnDOT 310 & 328), (100 LB/ACRE)	LB	4.00	\$ 329.00	\$ 1,316.00			\$ -
71	2575.523	WATER FOR TURF ESTABLISHMENT (ADDITIONAL)	MGAL	50.00	\$ 80.40	\$ 4,020.00	88.00	88.00	\$ 7,075.20
72	2582.503	4-INCH SOLID LINE WHITE (EPOXY MULTI-COMPONENT)	LF	10,599.00	\$ 0.29	\$ 3,073.71		10456.00	\$ 3,032.24
73	2582.503	4-INCH BROKEN LINE WHITE (EPOXY MULTI-COMPONENT)	LF	370.00	\$ 0.29	\$ 107.30		440.00	\$ 127.60
74	2582.503	4-INCH SOLID LINE YELLOW (EPOXY MULTI-COMPONENT)	LF	3,655.00	\$ 0.29	\$ 1,059.95		3655.00	\$ 1,059.95
75	2582.503	4-INCH BROKEN LINE YELLOW (EPOXY MULTI-COMPONENT)	LF	3,126.00	\$ 0.29	\$ 906.54		3126.00	\$ 906.54
76	2582.503	4-INCH DOUBLE LINE YELLOW (EPOXY MULTI-COMPONENT)	LF	4,042.00	\$ 0.58	\$ 2,344.36		3742.00	\$ 2,170.36
77	2582.503	24-INCH SOLID LINE YELLOW (EPOXY MULTI-COMPONENT)	LF	36.00	\$ 8.30	\$ 298.80		75.00	\$ 622.50
78	2582.503	24-INCH SOLID LINE WHITE (EPOXY MULTI-COMPONENT)	LF	78.00	\$ 8.30	\$ 647.40		46.00	\$ 381.80
79	2582.518	PAVEMENT MESSAGE WHITE (EPOXY MULTI-COMPONENT)	S F	700.00	\$ 9.90	\$ 6,930.00		323.00	\$ 3,197.70
80	2582.518	CROSSWALK WHITE (EPOXY MULTI-COMPONENT)	S F	180.00	\$ 4.50	\$ 810.00		210.00	\$ 945.00
STREET IMPROVEMENTS SUBTOTAL:						\$ 2,031,397.88			\$ 2,075,843.61

STORM SEWER IMPROVEMENTS

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Unit Price	Contract Extended	Quantity This Period	Quantity to Date	To Date Extended
81	2104.502	REMOVE/ABANDON DRAINAGE STRUCTURE (CB, MH, CB-MH) (ANY SIZE)	EACH	29.00	\$ 877.00	\$ 25,433.00		33.00	\$ 28,941.00
82	2104.502	SALVAGE STORM SEWER CASTING	EACH	37.00	\$ 162.00	\$ 5,994.00		24.00	\$ 3,888.00
83	2104.503	REMOVE & DISPOSE OF STORM SEWER PIPE (ANY SIZE & TYPE)	LF	600.00	\$ 16.40	\$ 9,840.00		718.00	\$ 11,775.20
84	2451.603	GRANULAR BEDDING MATERIAL FOR STORM SEWER (MAPLEWOOD STANDARD PLATE 340 & 341)	LF	474.00	\$ 10.50	\$ 4,977.00			\$ -
85	2451.603	ROCK FOUNDATION MATERIAL FOR STORM SEWER (MAPLEWOOD STANDARD PLATE 340 & 341)	LF	100.00	\$ 17.90	\$ 1,790.00		172.00	\$ 3,078.80
86	2501.502	18-INCH RC PIPE APRON (NO TRASH GUARD)	EACH	1.00	\$ 1,900.00	\$ 1,900.00		1.00	\$ 1,900.00
87	2502.503	4-INCH PERFORATED DRAIN TUBING WITH TYPE 1 SOCK (INCLUDES FILTER AGGREGATE)	LF	240.00	\$ 40.30	\$ 9,672.00		10.00	\$ 403.00
88	2503.503	12-INCH RC PIPE SEWER CLASS IV	LF	376.00	\$ 86.60	\$ 32,561.60		560.00	\$ 48,496.00
89	2503.503	18-INCH RC PIPE SEWER CLASS IV	LF	98.00	\$ 102.00	\$ 9,996.00	167.00	272.00	\$ 27,744.00
90	2503.503	8-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	26.00	\$ 67.70	\$ 1,760.20		51.10	\$ 3,459.47
91	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	10.00	\$ 2,100.00	\$ 21,000.00		16.00	\$ 33,600.00
92	2503.602	CONNECT TO EXISTING STORM SEWER PIPE	EACH	13.00	\$ 1,580.00	\$ 20,540.00		14.00	\$ 22,120.00
93	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 2' x 3' CB	EACH	14.00	\$ 3,110.00	\$ 43,540.00		15.00	\$ 46,650.00
94	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 48-INCH CB/MH	EACH	13.00	\$ 4,560.00	\$ 59,280.00		13.00	\$ 59,280.00
95	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 72-INCH CB/MH	EACH	1.00	\$ 11,800.00	\$ 11,800.00		1.00	\$ 11,800.00
96	2506.502	ADJUST STORM SEWER CASTING (ALL TYPES)	EACH	36.00	\$ 443.00	\$ 15,948.00		37.00	\$ 16,391.00
97	2506.502	FURNISH & INSTALL R-3067-V FRAME & V GRATE FOR STORM SEWER	EACH	27.00	\$ 805.00	\$ 21,735.00		28.00	\$ 22,540.00
98	2506.502	FURNISH & INSTALL R-1678-A FRAME & R-2422-A1 GRATE FOR STORM SEWER	EACH	4.00	\$ 1,070.00	\$ 4,280.00		3.00	\$ 3,210.00

99	2506.502	FURNISH & INSTALL R-1678-A FRAME & SOLID LID FOR STORM SEWER	EACH	7.00	\$ 1,070.00	\$ 7,490.00		5.00	\$ 5,350.00
100	2506.502	FURNISH & INSTALL R-3250-1 FRAME & K GRATE FOR STORM SEWER	EACH	3.00	\$ 1,010.00	\$ 3,030.00		3.00	\$ 3,030.00
101	2506.602	REHABILITATE EXISTING MH/CB ADJUSTMENT RINGS (MAPLEWOOD STANDARD PLATE 350)	EACH	2.00	\$ 173.00	\$ 346.00		2.00	\$ 346.00
102	2506.602	REHABILITATE EXISTING MH/CB DOGHOUSE(S)/INVERT(S)	EACH	23.00	\$ 173.00	\$ 3,979.00		23.00	\$ 3,979.00
103	2511.504	GEOTEXTILE FABRIC TYPE IV NON-WOVEN FOR RIPRAP	S Y	16.00	\$ 7.75	\$ 124.00		16.00	\$ 124.00
104	2511.507	RANDOM RIPRAP CLASS III	C Y	7.00	\$ 270.00	\$ 1,890.00		10.00	\$ 2,700.00
STORM SEWER IMPROVEMENTS SUBTOTAL:						\$ 318,905.80			\$ 360,805.47

SANITARY SEWER IMPROVEMENTS

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Unit Price	Contract Extended	Quantity This Period	Quantity to Date	To Date Extended
105	2104.502	SALVAGE SANITARY SEWER CASTING	EACH	17.00	\$ 219.00	\$ 3,723.00		17.00	\$ 3,723.00
106	2503.603	4-INCH OR 6-INCH SCHEDULE 40 SANITARY SEWER SERVICE REPAIR (MAPLEWOOD STANDARD PLATE 408, 410, 410A)	L F	280.00	\$ 154.00	\$ 43,120.00		264.50	\$ 40,733.00
107	2503.603	LINING SEWER PIPE 8-INCH	L F	3,307.00	\$ 62.40	\$ 206,356.80		3321.00	\$ 207,230.40
108	2506.502	FURNISH & INSTALL R-1678-A FRAME & SOLID LID FOR SANITARY SEWER	EACH	17.00	\$ 1,250.00	\$ 21,250.00		15.00	\$ 18,750.00
109	2506.502	ADJUST SANITARY SEWER CASTING (ALL TYPES)	EACH	3.00	\$ 825.00	\$ 2,475.00		2.00	\$ 1,650.00
SANITARY SEWER IMPROVEMENTS SUBTOTAL:						\$ 276,924.80			\$ 272,086.40

WATERMAIN IMPROVEMENTS

Item No.	Specification No.	Item Description	Unit	Contract Quantity	Unit Price	Contract Extended	Quantity This Period	Quantity to Date	To Date Extended
110	2104.502	REMOVE HYDRANT	EACH	9.00	\$ 840.00	\$ 7,560.00		8.00	\$ 6,720.00
111	2104.503	ABANDON WATER MAIN (ANY SIZE)	L F	288.00	\$ 11.00	\$ 3,168.00			\$ -
112	2104.503	REMOVE WATER MAIN (ANY SIZE) (OPEN CUT AREAS ONLY)	L F	2,426.00	\$ 5.50	\$ 13,343.00		2693.50	\$ 14,814.25
113	2451.609	GRANULAR BACKFILL (FOR WATER MAIN)	TON	5,345.00	\$ 10.50	\$ 56,122.50			\$ -
114	2504.602	CURB BOX	EACH	3.00	\$ 1,030.00	\$ 3,090.00		2.00	\$ 2,060.00
115	2504.602	ADJUST CURB BOX	EACH	29.00	\$ 28.00	\$ 812.00		13.00	\$ 364.00
116	2504.602	REPAIR VALVE BOX	EACH	1.00	\$ 1,720.00	\$ 1,720.00		1.00	\$ 1,720.00
117	2504.602	ADJUST VALVE BOX	EACH	2.00	\$ 166.00	\$ 332.00			\$ -
118	2504.602	VALVE BOX	EACH	1.00	\$ 1,720.00	\$ 1,720.00			\$ -
119	2504.602	HYDRANT (MAPLEWOOD STANDARD)	EACH	9.00	\$ 8,570.00	\$ 77,130.00		10.00	\$ 85,700.00
120	2504.602	WATER UTILITY HOLE	EACH	27.00	\$ 4,200.00	\$ 113,400.00		33.00	\$ 138,600.00
121	2504.602	EXCAVATION FOR WATER MAIN OFFSET	EACH	1.00	\$ 6,300.00	\$ 6,300.00			\$ -
122	2504.602	SACRIFICIAL ANODE	EACH	46.00	\$ 728.00	\$ 33,488.00		63.00	\$ 45,864.00
123	2504.602	1.0-INCH CURB STOP VALVE AND BOX	EACH	3.00	\$ 1,100.00	\$ 3,300.00		3.00	\$ 3,300.00
124	2504.602	1.5-INCH CURB STOP VALVE AND BOX	EACH	11.00	\$ 1,620.00	\$ 17,820.00		9.00	\$ 14,580.00
125	2504.602	2.0-INCH CURB STOP VALVE AND BOX	EACH	2.00	\$ 2,310.00	\$ 4,620.00			\$ -
126	2504.602	1.0-INCH CORPERATION STOP	EACH	41.00	\$ 791.00	\$ 32,431.00		41.00	\$ 32,431.00
127	2504.602	1.5-INCH CORPERATION STOP	EACH	11.00	\$ 1,280.00	\$ 14,080.00		12.00	\$ 15,360.00
128	2504.602	2.0-INCH CORPERATION STOP	EACH	2.00	\$ 1,600.00	\$ 3,200.00			\$ -
129	2504.602	4-INCH GATE VALVE AND BOX	EACH	1.00	\$ 2,730.00	\$ 2,730.00		1.00	\$ 2,730.00
130	2504.602	6-INCH GATE VALVE AND BOX	EACH	13.00	\$ 2,800.00	\$ 36,400.00		16.00	\$ 44,800.00
131	2504.602	8-INCH GATE VALVE AND BOX	EACH	17.00	\$ 3,530.00	\$ 60,010.00		17.21	\$ 60,740.00
132	2504.602	12-INCH GATE VALVE AND BOX	EACH	2.00	\$ 5,370.00	\$ 10,740.00		2.00	\$ 10,740.00
133	2504.603	1.0-INCH TYPE K COPPER	L F	120.00	\$ 94.30	\$ 11,316.00		12.00	\$ 1,131.60
134	2504.603	1.5-INCH TYPE K COPPER	L F	76.00	\$ 101.00	\$ 7,676.00		36.00	\$ 3,636.00
135	2504.603	2.0-INCH TYPE K COPPER	L F	20.00	\$ 110.00	\$ 2,200.00			\$ -
136	2504.603	4-INCH WATER MAIN DUCTILE IRON CL 53 - OPEN TRENCH	L F	4.00	\$ 151.00	\$ 604.00		5.00	\$ 755.00
137	2504.603	6-INCH WATER MAIN DUCTILE IRON CL 53 - OPEN TRENCH	L F	230.00	\$ 109.00	\$ 25,070.00		286.00	\$ 31,174.00
138	2504.603	8-INCH WATER MAIN DUCTILE IRON CL 52 - OPEN TRENCH	L F	2,456.00	\$ 101.00	\$ 248,056.00		2526.00	\$ 255,126.00
139	2504.603	12-INCH WATER MAIN DUCTILE IRON CL 52 - OPEN TRENCH	L F	25.00	\$ 185.00	\$ 4,625.00		24.00	\$ 4,440.00
140	2504.603	8-INCH WATER MAIN HDPE (DIPS - SDR 11) - PIPE BURSTING	L F	2,941.00	\$ 72.50	\$ 213,222.50		2940.00	\$ 213,150.00
141	2504.604	2-INCH INSULATION	S Y	57.00	\$ 61.00	\$ 3,477.00		14.20	\$ 866.20
142	2504.608	DUCTILE AND GREY IRON FITTINGS	L B	5,700.00	\$ 17.00	\$ 96,900.00		4759.00	\$ 80,903.00
143	2506.602	CASTING ASSEMBLY SPECIAL (SPRWS STANDARD PLATE D14)	EACH	9.00	\$ 235.00	\$ 2,115.00		10.00	\$ 2,350.00
WATERMAIN IMPROVEMENTS SUBTOTAL:						\$ 1,118,778.00			\$ 1,074,055.05

**RESOLUTION
DIRECTING FINAL PAYMENT AND ACCEPTANCE OF
COPE AVENUE IMPROVEMENTS, CITY PROJECT 21-06**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered the Cope Avenue Improvements, City Project 21-06, and has let a construction contract, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the Cope Avenue Improvements, City Project 21-06, is complete and recommends acceptance of the project.

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

City Project 21-06 is complete and maintenance of the improvements are accepted by the City; the final construction cost is \$3,782,790.54. Final payment to Park Construction and the release of any retainage or escrow is hereby authorized.

Adopted by the Maplewood City Council on this 11th day of December 2023.

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

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

PRESENTER: Michael Martin, AICP, Assistant Community Development Director

AGENDA ITEM: Metropolitan Livable Communities Act Grant Agreement, Rice Street Gardens, 1958 Rice Street North

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

On June 28, 2023, the Metropolitan Council awarded the City of Maplewood a \$150,000 grant to support the city's and Rondo Community Land Trust's request for pre-development project funding. The city council is being asked to approve the agreement with the Metropolitan Council to use the grant dollars.

Recommended Action:

Motion to approve the Metropolitan Livable Communities Act Grant agreement with the Metropolitan Council and authorize the mayor and city manager to execute the document.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$0

 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: Acceptance of the grant dollars does not
 commit the city to additional funding.

Strategic Plan Relevance:

Community Inclusiveness Financial & Asset Mgmt Environmental Stewardship

Integrated Communication Operational Effectiveness Targeted Redevelopment

The city's 2040 Comprehensive Plan establishes the goal to *"Improve the availability of affordable housing for both homeowners and renters"* and identified an action item to *"Partner with Metropolitan Council and other agencies and programs to provide funding assistance (to developers, and also to those in need of housing) to provide for affordable housing units in the community."*

Background:

The 13.26-acre site located at 1958 Rice Street is owned by the Saint Paul Regional Water Services (SPRWS) and is the current location of the Rice Street Community Gardens. Initially, the SPRWS purchased the site for an expansion project, however, has now determined that the site will

no longer be needed and they are looking to sell the property.

The Metropolitan Council administers the Livable Communities Act (LCA) grant program that funds developers, cities, counties, and housing authorities for various development-related initiatives. The LCA Pre-Development program accepts grant applications for early-stage development initiatives such as design workshops, financial studies, project impact analyses, and community engagement, among many other eligible activities.

City and Rondo Community Land Trust's application included the following actions:

- Appraisal for site acquisition
- Soil testing on the project site to determine feasible land uses
- Development of site plans, staging plans, public realm plans, plans for other Universal Design features, or site selection
- Development of project-specific or district-wide Stormwater Management Plan
- Design Workshops/Community Engagement for development project, zoning ordinance, or development of public art design plan
- Feasibility studies to determine project feasibility

The \$150,000 grant awarded by the Metropolitan Council for this project will go towards the costs associated with the activities above. The city attorney has reviewed the attached agreement.

Attachments:

1. Metropolitan Livable Communities Act Grant agreement

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

GRANTEE: City of Maplewood	GRANT NO. SG-19116
PROJECT: Rice Street Gardens	
GRANT AMOUNT: \$150,000	CYCLE: 2023 - Round 1
COUNCIL ACTION: June 28, 2023	EXPIRATION DATE: June 30, 2025

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

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

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

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

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

WHEREAS, the Council allocated a portion of its Livable Communities Demonstration Account funds to a Livable Communities Act Pre-Development Grant Program to help Municipalities implement community development objectives; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Act Pre-Development Grant Program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Pre-Development Project” within the “Project Area” as described in the application; and

WHEREAS, the Council awarded Livable Communities Act Pre-Development Grant Program funds to the Grantee with the understanding that the Pre-Development Project described in the application will proceed to completion in a timely manner and all grant funds will be expended prior to the “Expiration Date” identified above.

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

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

I. DEFINITIONS

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

- (a) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Act Pre-Development Grant Program funds.
- (b) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (c) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (d) **Future Development Project.** “Future Development Project” means the future development project described in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds that through its design and execution will deliver benefits such as housing, connections, and/or jobs to the region. The Future Development Project for which the grant funds were awarded must be undertaken within the Project Area. The Future Development Project may recognize or acknowledge regional park lands and regional trails that cross through or are located adjacent to the Project Area, but the Pre-Development Project may not include regional park lands.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) **Participating Municipality.** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (h) **Pre-Development Project.** “Pre-Development Project” means the grant-funded activities for which funding is requested in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds.
- (i) **Project Area.** “Project Area” means the specific geographic area (or areas) within which the Future Development Project must be undertaken and within which the Pre-Development Project will be conducted as described in the Grantee’s application. The Project Area cannot include regional park lands. The Project Area may include regional trails that cross through

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

or are located adjacent to the Project Area, but neither the Future Development Project nor the Pre-Development Project may provide for the alteration or elimination of any regional park lands or trails.

II. GRANT FUNDS

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

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

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Act Pre-Development Grant Program funds. A Pre-Development Project summary (“Project Summary”) that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Pre-Development Project boundaries or the Site(s) for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for costs directly associated with the Pre-Development Project activities for which the Council awarded grant funds and shall not be used for: land acquisition, demolition, infrastructure, or construction costs; administrative overhead; travel expenses; food or beverages (except reasonable expenses related to eligible community engagement activities in accordance with program guidelines); legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing grant proposals; operating expenses; planning costs that are not identified as eligible grant-funded activities in the application guide, including comprehensive planning costs; prorated lease and salary costs; and marketing expenses. Grant funds may not be used for Pre-Development Project costs that occurred prior to the Council Action. A detailed list of ineligible and eligible costs is available from the Council’s Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Pre-Development Project from other sources; or (b) Grantee contributions to the Pre-Development Project, including financial assistance or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Pre-Development Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

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2.05. Restrictions on Loans. The Grantee shall not use the grant funds to make loans to any subgrantee, subrecipient, or contractor and the Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.05 shall be included in all subgrant and subrecipient agreements, and contracts.

2.06. Pre-Development Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Pre-Development Project activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Pre-Development Project or significant changes to grant-funded Pre-Development Project activities, and use of grant funds for ineligible or unauthorized purposes, may jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to the Pre-Development Project or to the grant-funded activities described or identified in Attachments A and B.

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

2.08. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.11 that are not used for the purposes of implementing the grant-funded Pre-Development Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Pre-Development Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.09. Payment Request Forms and Disbursements. Except for prepaid grant funds disbursed under Section 2.10, the Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grants management system and reviewed and approved by the Council's authorized agent. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. To obtain reimbursement under this Agreement, the Grantee shall provide the Council with evidence that Pre-Development Project activities (or a portion thereof) for which reimbursement is requested have been satisfactorily completed. The Grantee shall describe the grant-eligible activities for which reimbursement is requested and shall provide sufficient

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PRE-DEVELOPMENT GRANT PROGRAM

documentation of grant-eligible expenditures, invoices and payment documents, and such other information as the Council reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement and verify the total amount requested from the Council. Reimbursement of any cost does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF SECTIONS 2.09 AND 2.10, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GOVERNING BODY OF THE GRANTEE HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 5.12.**

2.10 Prepayment of Grant Funds. If requested by the Grantee, the Council will disburse to the Grantee a prepayment of up to \$50,000 or 50 percent of the Grant Amount, whichever amount is less. The Council will make this prepayment within 35 days after the Grantee submits to the Council both a copy of an executed subrecipient agreement or contract between the Grantee and its subrecipient(s) or contractor(s)/consultant(s), and an invoice for prepayment. Each subrecipient agreement or contract must clearly identify: the name of the subrecipient, contractor, or consultant; the date the subrecipient agreement or contract was executed; the grant-eligible activity or activities for which the grant funds will be used; the cost per hour or cost per unit; the quantity of service or goods; the total cost of the service or deliverables; and the type of service rendered or deliverables provided. The Council will disburse the balance of the Grant Amount on a reimbursement or cost-incurred basis under Section 2.09. As part of the Final Report required under Section 3.03, the Grantee will submit documentation showing: the service or deliverables paid for with prepaid grant funds were completed or provided; the actual cost of those service or deliverables; and how any interest income from prepaid grant funds was used.

2.11. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Pre-Development Project activities described or identified in Attachments A and B.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Pre-Development Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Pre-Development Project activities or six (6) years following the

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expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Pre-Development Project activities described or identified in Attachments A and B. The reports shall also describe the project spending for the current reporting period and projected spending for future reporting periods. The Grantee must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the Final Report will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

IV. AGREEMENT TERM

4.01. Term and Closeout. This Agreement is effective (the “Effective Date”) upon execution of this Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the “Expiration Date” identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to closeout this Agreement and receive disbursements for eligible grant-funded Pre-Development Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day closeout period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE TERM SHALL REVERT TO THE COUNCIL.**

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

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee.

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If the Grantee needs a change to the Future Development Project, additional time within which to complete the grant-funded activities, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED BASED ON METROPOLITAN COUNCIL POLICY, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED ONE (1) YEAR BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

V. GENERAL PROVISIONS

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

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

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

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Pre-Development Project and the Future Development Project. The acknowledgment will contain the following or similar language:

*Funding support for this project was provided by the Metropolitan
Council Metropolitan Livable Communities Fund.*

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

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete any Pre-Development Project activities described or identified in Attachments A and B.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Pre-Development Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. To the extent appropriate, the Pre-Development Project should include consideration of stormwater discharge and water management plan requirements in federal and state laws, the Council’s *2040 Water Resources Policy Plan*, and the local water management plan(s) for the jurisdiction(s) within which the Project Area is located.

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

Attn: Samuel F. Johnson
 Metropolitan Council
 CD & MTS Finance and Administration
 390 Robert Street North
 Saint Paul, Minnesota 55101-1805
samuel.johnson@metc.state.mn.us

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

5.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs or other copyrightable materials (collectively, “copyrightable materials”) that are in the Grantee’s application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

(b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

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

5.12. Fair Housing Policy. If the Pre-Development Project will include a housing component, the governing body of the Grantee must have adopted a Fair Housing Policy. For the purposes of this section, the term “Fair Housing Policy” means a written statement regarding the Grantee’s commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: <https://metro council.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx>.

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

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

This space intentionally left blank. Signature page follows.

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

CITY OF MAPLEWOOD

METROPOLITAN COUNCIL

By: _____

By: _____

LisaBeth Barajas, Executive Director
Community Development Division

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

City Attorney's Office

Date: _____

ATTACHMENT A**PRE-DEVELOPMENT PROJECT SUMMARY**

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

PROJECT SUMMARY

Grant Number: SG-19116
Type: LCA Pre-Development
Applicant: City of Maplewood
Project Name: Rice Street Gardens
Project Location: 1958 Rice Street, Maplewood, MN 55109
Council District: 13 – Lee

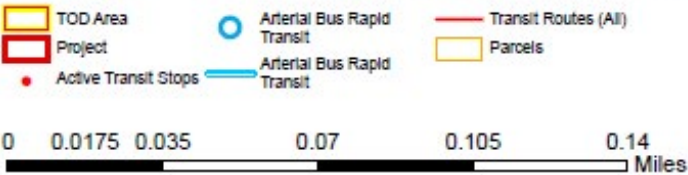
Project Detail	
Project Overview	Rice Street Gardens is a proposed acquisition and development by the Rondo Community Land Trust which will include approximately 28 units of homeownership housing, between 110-130 units of multifamily housing, and preservation of a community garden. Rondo CLT will be the landowner and will work with partners including Twin Cities Habitat for Humanity to develop and implement the community vision set forth in the Rice & Larpenteur Alliance Vision plan.
Support for Award	<ul style="list-style-type: none"> • The project will include housing ownership and affordable rental opportunities. • The development has been informed by extensive engagement and advances community priorities including preservation of a community garden. • The proposed development is advancing climate mitigation by targeting a Net Zero certification.
Funding	
Grant Amount	\$150,000
Previous LCA Funding	None
Use of funds	
\$150,000	TOTAL
\$20,000	Community Engagement Deliverable: Summary of Engagement Activities
\$60,000	Project Studies Deliverable: Site Acquisition Appraisal, Geotechnical Analysis, and Market Feasibility Study
\$70,000	Site Planning Deliverable: Site Plans and Stormwater Management Plans

ATTACHMENT B

PRE-DEVELOPMENT PROJECT LOCATION(S)

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Pre-Development Project boundaries or the Site(s) for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible activities for which the grant funds must be used at specific locations within the Pre-Development Project boundaries or within the Site(s).

LCA Aerial LCDA Project: Maplewood - Rice Street Gardens | Map ID: 1682043746911



Created: 4/20/2023
LandscapeLCA4



For complete disclaimer of accuracy, please visit
<https://gisweb site.metc.state.mn.us/gis/notice.aspx>



CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

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

PRESENTER: Michael Martin, AICP, Assistant Community Development Director

AGENDA ITEM: Agreements for Minnesota Department of Employment and Economic Development's Contamination Cleanup Grant, 1910 County Road C East

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

On July 7, 2023, the Minnesota Department of Employment and Economic Development (DEED) awarded the City of Maplewood a \$727,916 Contamination Cleanup Grant to support Galahad Development's 72-unit story assisted living and memory care project, which is being constructed at 1910 County Road C East.

The city council is being asked to approve an agreement with DEED and an agreement with Galahad Development, which is doing business as Caretta Senior Living Maplewood, LLC, for the administration and use of the grant dollars.

Recommended Action:

Motion to approve and authorize the mayor and city manager to execute agreements with the Minnesota Department of Employment and Economic Development and Caretta Senior Living Maplewood, LLC for a \$727,916 Contamination Cleanup Grant.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$0

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: Acceptance of the grant dollars does not commit the city to additional funding.

Strategic Plan Relevance:

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

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

Background:

On March 13, 2023, the City Council approved Galahad's 72-unit story assisted living and memory

care building, which has started construction. The city and the developer worked together to apply for an award from the Minnesota Department of Employment and Economic Development's Contamination Cleanup fund. The now-awarded grant funds will go towards contaminated soil excavation, load, haul, and disposal, import of clean fill replacement, contaminated groundwater management, and associated environmental oversight, testing, and consulting.

The \$727,916 grant awarded by the Minnesota Department of Employment and Economic Development for this project will go towards the costs associated with the activities above. The city attorney has reviewed both of the attached agreements.

Attachments:

1. State of Minnesota Grant Contract Agreement, Caretta Senior Living Project
2. Agreement Between City of Maplewood and Caretta Senior Living Maplewood, LLC

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. CCGP-23-0002-Z-FY23
Caretta Senior Living Project

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development ("State") and City of Maplewood, 1830 County Road B East, Maplewood, MN 55109 ("Grantee").

Recitals

1. Under [Minn. Stat. § 116J.554](#) the State is empowered to enter into this grant contract agreement.
2. The State is in need of programs that reduce the potential threat of harmful contaminants to the public's health and the environment, create jobs, increase local property tax, and provide other public benefits by redeveloping polluted sites.
3. Pursuant to [Minn. Stat. § 16B.98](#), the Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

June 23, 2023, or the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), Subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or termination of this grant contract agreement: 5. Reporting Requirements; 7. Monitoring and Corrective Action; 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property Rights; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction and Venue; 17. Data Disclosure; 18. Conflict of Interest; 19. State and Federal Environmental Standards; and 20. Minnesota Business Subsidy Law.

2 Grantee's Duties

2.1 *Duties, Deliverables and Completion Dates.*

The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.

- (a) Comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a)(1).
- (b) Administer these grant funds in accordance with [Minn. Stat. §§ 116J.551](#) through [116J.559](#) and the application submitted on May 1, 2023, for funding for the Caretta Senior Living Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.

- (c) It is expected that the site will be cleaned up and redeveloped as proposed in the grant application and upon which funding was based. Any material changes in the cleanup plans and/or development plans for the site must be presented to the State and approved. Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, eligible approved Cleanup Costs as defined Section 4.1(c) of this grant contract agreement, or the project's timeline, which must be approved by the State, prior to implementation.
- (d) Provide evidence to the State prior to the closeout of the grant that the cleanup has been completed and approved by the Minnesota Pollution Control Agency.
- (e) Adhere to all other requirements of this grant contract agreement.

2.2 **Provisions for Contracts and Sub-grants**

(a) **Contract Provisions**

The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be compliant with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).

(b) **Ineligible Use of Grant Funds**

The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest-bearing loan, a non-interest-bearing loan, a deferred loan, a forgivable deferred loan, or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated, or converted into any type of loan.

(c) **Payment of Contractors and Subcontractors**

The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 **Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 **Consideration and Payment**

4.1 **Consideration**

The State will pay the Grantee under this grant contract agreement as follows:

(a) **Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted and will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses

incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved re-use of the income.

(c) Eligible Costs

The following table represents the total approved Cleanup Costs. The Grantee may not use these funds for administrative costs associated with managing this grant or the project this grant is funding. Pursuant to [Minn. Stat. § 116J.552](#), Subd. 2, costs of implementing the response action plan (RAP) incurred before the grant award date may be eligible at the discretion of the State, if the costs were completed after the RAP was approved by the Minnesota Pollution Control Agency and the RAP was approved within 180 days of the application deadline. Costs incurred for the development of the RAP incurred prior to grant award may be considered match eligible at the discretion of the State. Any reimbursement made for services provided prior to the effective date will be governed by the terms of this grant contract agreement.

Grant Eligible Activities	Amount
Site Investigation and Response Action Plan (match only)	\$28,100.00
Contaminated Soil Excavation, Transportation and Disposal	\$517,125.00
Clean Soil Back-fill	\$212,760.00
Environmental Oversight and Reporting	\$71,610.00
Soil Vapor Mitigation Design, Installation, and Sampling	\$140,960.00
Total	\$970,555.00

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$727,916.00.

In accordance with [Minn. Stat. § 116J.554](#), Subd. 1, the grant may pay for up to 75% of the eligible costs for a qualifying site. This requires a local match of at least 25%. For the purpose of this project, based on the budget above, the local match portion is at least \$242,639. Of the total match requirement, 12% of the cleanup costs as defined by [Minn. Stat. § 116J.552](#), Subd. 2 must come from the municipality’s general fund, a property tax levy for that purpose, or other unrestricted money available to the municipality. The rest of the local match may be paid with tax increments, regional, state, or federal money available for the redevelopment of brownfields or any other money available to the municipality.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 75% of the total approved Cleanup Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within

the same fiscal year the costs were incurred. To ensure that all funds are drawn prior to the expiration date of the grant, the final payment request must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

Any grant funds not reimbursed to the Grantee shall revert back to the State.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§ 177.41 through 177.44, consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Reporting Requirements

The Grantee must submit to the State annual reports on the use of grant funds and the progress of the Project covering July 1st through June 30th of each year. Each annual report must be received by the State no later than July 25th of each year. The annual report must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the Grantee, with past due reports. In addition, the Grantee shall submit a final annual report. The State will provide annual reporting form.

6 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

7 Monitoring and Corrective Action

The Grantee agrees to permit monitoring by the State to determine grant contract agreement performance and compliance with grant contract agreement provisions. The Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and the Grantee agrees to implement and comply with such corrective action as is proposed by the State. The Grantee must provide any financial records, timesheets or other supporting documentation, upon the request of the State.

8 Authorized Representative

The State's Authorized Representative is Mary Vang, Project Manager, 332 Minnesota Street, St. Paul, MN 55101, 651-259-7147, Mary.vang@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Michael Martin, Assistant Community Development Director, 1830 County Road B East, Maplewood, MN, 55109, 651-249-2303, Michael.martin@maplewoodmn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

9 Assignment, Amendments, Adjustments, Waiver and Grant Contract Agreement Complete

9.1 **Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement or their successors in office.

9.2 **Amendments**

Any amendments to this grant contract agreement, with the exception of Grant Adjustment Notices (GANs), must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement or their successors in office.

9.3 **Grant Adjustment Notices (GANs)**

GANs must be approved by the State in writing and may require a written change request by the Grantee. A GAN may be used for non-substantive changes that do not affect grant requirements, including, but not limited to, changing grant status activity, or changing budget amounts within approved grant eligible activities that do not increase the awarded value. All other changes require formal amendment as stated in Section 9.2.

9.4 **Waiver**

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

9.5 **Grant Contract Agreement Complete**

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

10 Liability

Subject to the provisions and limitations of [Minn. Stat. § 466](#), the Grantee must indemnify, save and hold the State, its agents and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents, employees or independent contractors. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

11 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Cleanup Costs for each year in which grant disbursements and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

12 Government Data Practices and Intellectual Property Rights

12.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 *Intellectual Property Rights*

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Publicity and Endorsement

14.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications or services provided resulting from this grant contract agreement. For DEED logos, please contact the State's Authorized Representative.

14.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Termination

16.1 *(a) Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

16.2 *Termination for Cause*

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before June 30, 2024 or the State's obligation to fund the Grant may be terminated. Invoices must be for approved eligible Cleanup Costs and does not include investigation costs incurred prior to the grant award. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

- (a)* It does not obtain funding from the Minnesota Legislature
- (b)* Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn. Stat. § 16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](#) (Current Policies tab). When a conflict of

interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form.

19 State and Federal Environmental Standards

The Grantee must provide evidence that work performed under this grant contract agreement complies with state and federal environmental standards. An approval from the Minnesota Pollution Control Agency or other appropriate state or federal agency is required upon completion of the cleanup activities.

20 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, [Minn. Stat. §§ 116J.993](#) through [116J.995](#).

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: Robin Culbertson

Date: 08/16/23

SWIFT Contract/PO No(s): 234552 PR 79520 PO 3000523293

3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____
(WITH DELEGATED AUTHORITY)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

- Agency
- Grantee
- State's Authorized Representative

**FUNDING AGREEMENT BETWEEN
CITY OF MAPLEWOOD
AND
CARETTA SENIOR LIVING MAPLEWOOD, LLC FOR THE
DEED CONTAMINATION CLEANUP PROGRAM
(Business Center Project)**

THIS FUNDING AGREEMENT, entered into as of this _____ day of _____ 20__ by and between the CITY OF MAPLEWOOD, a Minnesota municipal corporation (herein called the “City”), and CARETTA SENIOR LIVING MAPLEWOOD, LLC (herein called the “Grantee”).

WHEREAS, in cooperation with Grantee, the City has made application (the “Application”) to the State of Minnesota Department of Employment and Economic Development Division (“DEED”) for the total amount of \$970,555 (“DEED Application Amount” and received funds in the amount of \$727,916 from DEED under its Contamination Cleanup Program (the “DEED Grant”); and

WHEREAS, the difference between the DEED Application Amount and the DEED Grant shall be referred to herein as the “Additional Cleanup Costs”; and

WHEREAS, the City desires to award proceeds of the DEED Grant in the amount of \$727,916 (the “Subgrant”) to Grantee, to assist Grantee with certain assessment and/or remediation activities necessary for the development of a Caretta Assisted Living (the “Development”) on the real property described on Exhibit A (the “Property); and

WHEREAS, Grantee has paid a City-imposed non-refundable non-reimbursable grant administration fee to the City of \$_____.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. **AWARD.** The City hereby awards the Subgrant to Grantee for the project described in that certain Grant Contract Agreement No. CCPG23-0002-Z-FY23 between the City and DEED attached hereto as Exhibit B-1 and incorporated herein (the “DEED Grant Agreement”). The Subgrant must be used exclusively to pay or reimburse actual project costs as reflected in the budget incorporated into the DEED Grant Agreement (the “Project”). Notwithstanding anything herein to the contrary, Grantee understands and agrees that any reduction or termination of the DEED Grant may result in a like reduction or termination of the Subgrant, and that any material change in the scope of the Project, the Development description or the budget in the DEED Grant Agreement must be approved in writing by the City and DEED. Specifically, without limiting the general applicability of the foregoing, if any budget line item is exceeded, an amendment to the DEED Grant Agreement must be requested before any additional draws will be processed.

Grantee understands that under the terms of the DEED Grant Agreement, Grantor is responsible for the Additional Cleanup Costs in the form of a local match as required by Minn. Stat., section 116J.556. Grantee agrees to pay for all the Additional Cleanup Costs, which shall constitute the Grantor’s local match and that Grantor shall have no responsibility for any Additional Cleanup Costs.

2. **PERFORMANCE MONITORING.** Grantee must comply with all requirements in the DEED Grant Agreement and submit any reporting information on the Project or the Development that is requested by DEED or the City. Grantee must quarterly, and upon request, report to the City on progress toward the

Development Milestones outlined in Exhibit B-2 attached hereto. Without limiting the foregoing, Grantee shall submit annual reports and a final report (on or before **July 10th** of each year) in the form required by DEED to the City on the distribution of funds and the progress of the Project from the date of this Funding Agreement through June 30th of each year. The report shall identify specific project goals listed in the Project's application for the DEED funds and qualitatively measure the progress of such goals. The City will monitor Grantee's performance against the Development Milestones as well as goals and performance standards required in the Project's application for DEED funds. A default under the DEED Grant Agreement will constitute noncompliance with this Funding Agreement. An approval from the Minnesota Pollution Control Agency or other appropriate State or Federal agency is required upon completion of the cleanup activities.

If the City or DEED finds that there has been a failure to comply with the provisions of this Funding Agreement or that reasonable progress on the Project or the Development has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct such substandard performance is not taken by Grantee within twenty-five (25) calendar days (or such longer period specified by the City) after being notified by the City, the City may terminate this Funding Agreement.

Notwithstanding anything in this Funding Agreement to the contrary, if for any reasons other than the City's negligence in managing the DEED Grant funds, DEED requires the City to repay any or all of the DEED Grant Funds, Grantee unconditionally guarantees that it will repay whatever funds are required to be returned to DEED that are not attributable to the City's negligence within thirty (30) days after written notification of DEED's requirement, and agrees to pay any and all expenses incurred by the City in enforcing this provision. This provision shall survive expiration or termination of this Funding Agreement.

3. **TIME OF PERFORMANCE.** Grantee shall complete the Project between [START DATE] (the "Start Date") and June 30, 2026 (the "End Date") and complete the Development in a timely manner. In order to ensure funds are drawn prior to the End Date, completed disbursement requests must be received by the City at least forty-five (45) days prior to the End Date. If this Funding Agreement is terminated based on i) a breach by Grantee or ii) demand by DEED for repayment of funds under Section 2, Grantee shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed up to the effective date of such termination. Termination does not alter the City's or DEED's authority to recover Subgrant funds on the basis of a later audit or other review, and does not alter Grantee's obligation to return any Subgrant funds due to the City or DEED as a result of later audits or corrections.
4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements shall be conditions precedent to the City's disbursement of any of the proceeds of the Subgrant.
 - A. Grantee shall have provided evidence satisfactory to the City showing that Grantee has title in fee simple and site control of the Property.
 - B. Grantee shall have available to the satisfaction of the City, equity, loan proceeds or other funds sufficient together with the Subgrant to pay all unpaid Project costs.
 - C. Grantee shall have provided the City with evidence of compliance with the insurance requirements of Section 7(E) herein.
 - D. The City shall have reasonably approved the general contractor that will be under contract with Grantee to complete the Project.

- E. Grantee shall have provided evidence satisfactory to the City that Grantee has obtained financing sufficient for the construction of the Development.
- F. Grantee shall have provided to the City such evidence of compliance with all of the provisions of this Funding Agreement and the DEED Grant Agreement as the City may reasonably request.

5. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Funding Agreement will not exceed \$727,916. At a minimum, a Disbursement Request Form shall be submitted by Grantee annually by December 31, even if such Disbursement Request Form is for \$0.00. The City will make disbursements no more often than monthly and only upon receipt of a written disbursement request from Grantee acceptable to the City and DEED which shall include:

- A. A completed and executed disbursement request, in the form attached as Exhibit C (the “Disbursement Request Form”), accompanied by itemized invoices from each provider to be paid or cost to be reimbursed, whether such costs are being reimbursed by the Subgrant funds or not, with specific reference to the eligible Project line item. Include copies of all bids, proposals and change orders for all invoiced work items, including rate sheets and pricing where available if not previously submitted. The Disbursement Request Form shall include a cover letter addressed to the City’s contract representative explaining the work being invoiced, Project progress to date, and the work to be completed (with the estimated date of completion) along with Grantee’s certification that to the best of its knowledge, Grantee expects to complete the Project and Development in a timely fashion and consistent with the Application and the DEED Grant Agreement or, any amended Project and Development description approved in writing by DEED;
- B. A completed DEED Payment Request Form in the form provided by the City. If Grantee, i) is receiving grants for Project costs from more than one funding source, or ii) must provide a local match, then City will provide a supplemental spreadsheet that Grantee must complete and submit with the disbursement request; and
- C. Copies of all environmental reports, Minnesota Pollution Control Agency correspondence and other documents related to the Project if not previously submitted to the City.

Collectively, the foregoing shall be referred to as a “Disbursement Request.”

The amount of Subgrant funds requested under this Funding Agreement cannot exceed 75% of the total approved Project costs incurred by Grantee as supported by invoices. The City shall, upon its approval of the Disbursement Request, forward the DEED Payment Request Form to DEED for approval. DEED is the final arbiter of what costs are eligible for reimbursement. Upon DEED approval of the DEED Payment Request Form and disbursement of the approved amounts of DEED Grant funds, the City shall disburse the DEED-approved amount of Subgrant funds to _____ (“Title”). Title shall disburse the Subgrant funds in accordance with the information provided in the Disbursement Request.

6. **NOTICES.** Communication and details concerning this Funding Agreement shall be directed to the following contract representatives:

City:

City of MAPLEWOOD
Michael Martin
 Assistant Community Development Director
 1830 County Road B East

Maplewood, MN 55109
Phone: 651-249-2303
Michael.martin@maplewoodmn.gov

Grantee: Caretta Senior Living Maplewood, LLC
Attn: Legal Department
7803 Glenroy Road, Suite 200
Bloomington, MN 55439
Email address: legal@dorancompanies.com

7. **GENERAL CONDITIONS.**

A. **Amendments.**

1. Amendments. Any amendments to this Funding Agreement with the exception of Grant Adjustment Notices (GANs), must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
2. Grant Adjustment Notices (GANs). GANs must be approved by the State in writing, and require a written change request by Grantee. A GAN may be used for the purposes of transferring budget amounts between line items that do not change the contract value, or other grant status activity. All other changes require a formal amendment as stated in paragraph 7.A(2).

B. **General Compliance.** Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the Project and Development and funds provided under this Funding Agreement, including without limitation the federal Hazardous Waste Operations and Emergency Response Standards (29 C.F.R. 1910.120 and 29 C.F.R. 1926.65).

C. **Independent Grantee.** Nothing contained in this Funding Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an independent contractor with respect to the services to be performed under this Funding Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance as Grantee is an independent contractor.

D. **Indemnification and Hold Harmless.** Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, Grantee shall hold harmless, defend and indemnify the City and DEED from any and all liability, claims, actions, suits, charges, damages, losses, costs, expenses, and judgments whatsoever, including reasonable attorney's fees, that arise directly or indirectly out of Grantee's, its contractors or subcontractors performance or nonperformance of the services or subject matter called for in this Funding Agreement. This clause shall not be construed to bar any legal remedies Grantee may have for the City's or DEED's failure to fulfill its obligations pursuant to this Funding Agreement..

Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes, Chapter 115B, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, Sections 9601 et. seq., and the Federal Resource Conservation and Recovery Act of 1976 (RCRA) as

amended, United States Code, title 42, Sections 6901 et seq. This indemnification shall not be construed as a waiver on the part of either the City or DEED of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law.

- E. Workers' Compensation. Grantee shall provide workers' compensation insurance coverage for all employees involved in the performance of this Funding Agreement.
- F. Insurance. Grantee shall maintain (i) commercial general liability insurance for completed operations and contractual liability from its contractor(s) performing the Project work in an amount not less than \$2,000,000 per occurrence with aggregate per project coverage of \$2,000,000 and which may be satisfied under a primary policy or by such primary policy in combination with the limits afforded by an umbrella or excess liability policy provided coverage is at least as broad in all material respects as that afforded by the underlying primary policy; (ii) automobile liability coverage in an amount not less than \$1,000,000 (combined single limit) for owned, hired and non-owned automobiles and both of the foregoing policies shall name the City and DEED as additional insureds; (iii) workers compensation insurance meeting statutory limits; and (iv) sufficient property insurance coverage to protect the Development from loss by fire and other hazards covered by the so-called "all-risk" form of policy in an amount reasonably acceptable to the City. Grantee shall provide certificates evidencing the foregoing insurance coverages to the City prior to commencement of the Project. Grantee shall immediately forward to the City any notices it receives of cancellation or revocation of the foregoing policies.

8. ADMINISTRATIVE REQUIREMENTS.

- A. Accounting Standards. Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Funding Agreement.
- B. Records.
 - 1. Retention. Grantee shall retain all records pertinent to expenditures incurred under this Funding Agreement and related to activities conducted in conjunction with the Project and Development including the application materials completed by Grantee and any Response Action Plan and environmental compliance correspondence or documentation until conclusion of the latest of (a) six (6) years after Grantee has completed the Development; or (b) six (6) years after Grantee has expended all proceeds of the Subgrant; or (c) six (6) years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Funding Agreement shall be retained for six (6) years after final disposition of such property. Records for any displaced person must be kept for six (6) years after he/she has received final payment.
 - 2. Inspections. All Grantee records with respect to any matters covered by this Funding Agreement shall be made available to the State Auditor, the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Pursuant to Minnesota Statutes 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of Grantee that are relevant to this Funding Agreement are subject to examination by the City, DEED, and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years after completion of the Project.

3. Data Practices Act. Grantee shall comply with the Minnesota Government Data Practices Act, Chapter 13. If Grantee receives a request to release data, Grantee shall immediately notify the City. The City will give Grantee instructions concerning the release of the data to the requesting party before the data is released.
 4. Close-Outs. Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), providing the City with copies of any Project correspondence or documentation upon request, determining the custodianship of other records and resolving audit findings.
- C. Payments. The City will pay to Grantee funds available under this Funding Agreement based upon information submitted by Grantee and consistent with any approved budget and City policy concerning payments. In addition, the City reserves the right to liquidate funds available under this Funding Agreement for costs incurred by the City on behalf of Grantee.
- D. Procurement. Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain an inventory record of all nonexpendable personal property as defined by such policy as may be procured with funds provided herein. All unexpended program income shall revert to the City upon termination of this Funding Agreement.
- E. Warranty of Legal Capacity. The individuals signing this Funding Agreement on behalf of Grantee and on behalf of the City represent and warrant on Grantee's and the City's behalf respectively that the individuals are duly authorized to execute this Funding Agreement on Grantee's and the City's behalf respectively and that this Funding Agreement constitutes Grantee's and the City's valid, binding and enforceable agreements.

9. PERSONNEL AND PARTICIPANT CONDITIONS.

- A. No Discrimination. Consultant agrees not to discriminate in providing products and services under this Funding Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Funding Agreement. Consultant agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services under this Funding Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.
- B. Conduct.
1. Assignability. Grantee shall not assign or transfer any interest in this Funding Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to Grantee from

the City under this Funding Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. EEO/AA Statement. Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that it is an equal opportunity employer.
3. Subcontracts.
 - (a) Selection Process. Grantee shall undertake to insure that all subcontracts let in the performance of this Funding Agreement are awarded on a fair and open competition basis
 - (b) Monitoring. The City may monitor subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - (c) OSHA. Grantee shall require that contractors performing work being paid with the Subgrant be in compliance with all applicable state and federal laws and regulations regarding employment and workplace safety, including but not limited to OSHA regulations, especially the Federal Hazardous Waste Operations and Emergency Response Standards (29 C.F.R. 1910.120 and 29 C.F.R. 1926.65).
 - (d) Prevailing Wage. Grantee shall ensure that all subcontracts are subject to prevailing wage requirements of Minn. Stat. sections 177.41 through 177.44 as required in the DEED Grant Agreement.
 - (e) Debarment. Grantee shall not contract with any party suspended or debarred in Minnesota.
4. Notifications. Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Conflict of Interest. The members, officer and employees of Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

10. MISCELLANEOUS.

- A. Copyright. If this Funding Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

- B. Religious Organization. Grantee agrees that funds provided under this Funding Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- C. Plain Language Law. To the extent applicable, Grantee shall comply with provisions of the plain language law requiring written material produced for applicants and recipients to be understandable to a person of average intelligence and education (*Minnesota Statutes*, Section 116J.0124, 2009 [formerly Section 268.0124, 1988]).
- D. Governing Law. This Funding Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota.
- E. Counterparts. This Funding Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
- F. Billboards. No Subgrant funds may be used by Grantee to pay for billboard advertising.
- G. Job Listing Agreements. Minn. Stat. § 116L.66, Subd. 1, requires a business or private enterprise to list any vacant or new positions with the State Workforce Center if it receives \$200,000 or more a year in grant funds derived from the State. If applicable, and for the term of this Funding Agreement, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net@www.minnesotaworks.net as soon as it occurs.
- H. Publicity. Any publicity regarding the subject matter of this Funding Agreement must identify the State as a sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the activities resulting from this Funding Agreement.

(Signature pages follow.)

(Signature page to Funding Agreement)

IN FURTHERANCE WHEREOF, the parties have executed this Funding Agreement as of the date first written above.

CITY OF MAPLEWOOD

By: _____
Marylee Abrams, Mayor

By: _____
Melinda Coleman, City Manager

(Signature page to Funding Agreement)

CARETTA SENIOR LIVING MAPLEWOOD, LLC
Fed. I.D. # _____

By: _____
Its: _____

ACKNOWLEDGMENT OF TITLE

_____ hereby acknowledges and accepts the obligations of "Title" under the attached Funding Agreement dated as of _____, 20____, between Caretta Senior Living Maplewood, LLC and the City of MUNICIPALITY.

IN FURTHERANCE WHEREOF, the undersigned has hereunto set its hand as of this _____ day of _____ 20____.

By _____

Its _____

EXHIBIT A
PROPERTY DESCRIPTION

Tract 1:

That part of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 11, Township 29, Range 22, Ramsey County, Minnesota described as follows:

Commencing at the Northeast corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 11, Township 29, Range 22; thence South 89 degrees 24 minutes 55 seconds West, an assumed bearing, along the north line of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter a distance of 170.00 feet to the west line of the East 170.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter and the point of beginning of the property to be described; thence South 0 degrees 35 minutes 12 seconds East along said west line 225.00 feet to the south line of the North 225.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence North 89 degrees 24 minutes 55 seconds East along said south line 88.00 feet to the west line of the East 82.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence South 0 degrees 35 minutes 12 seconds East along said west line 429.00 feet to the south line of the North 654.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence South 89 degrees 24 minutes 55 seconds West along said south line 314.50 feet to the west line of the East 396.50 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence North 0 degrees 35 minutes 12 seconds West along said west line 321.00 feet to the south line of the North 333.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence North 89 degrees 24 minutes 55 seconds East along said south line 166.50 feet to the west line of the East 230.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter thence North 0 degrees 35 minutes 12 seconds West along said west line 333.00 feet to said north line of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence North 89 degrees 24 minutes 55 seconds East along said north line 60.00 feet to the point of beginning.

Subject to road.

Area Tract 1 equals 130,438 square feet = 2.994 acres.

Area Tract 1 equals 128,458 square feet = 2.949 acres. (Excluding Right of Way).

Tract 2:

That part of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter and that part of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter, all in Section 11, Township 29, Range 22, Ramsey County, Minnesota described as follows:

Commencing at the Northeast corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 11, Township 29, Range 22; thence South 0 degrees 35 minutes 12 seconds East, an assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter a distance of 225.00 feet to the south line of the North 225.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter and the point of beginning of the property to be described; thence continuing South 0 degrees 35 minutes 12 seconds East along said east line 155.00 feet to the south line of north 380.00 feet of Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 11, Township 29, Range 22; thence North 89 degrees 24 minutes 55 seconds East along said south line 182.67 feet to the westerly right of way line of White Bear Avenue North as described in Final Certificate dated July 15, 1985, filed on July 16, 1985 as Document Number 2273694; thence South 10 degrees 24 minutes 34 seconds West along said westerly right of way line a distance of 137.52 feet to its intersection with the south line of north 515.00 feet of said Northwest Quarter of the Northeast Quarter of the Northwest Quarter; thence South 89 degrees 24 minutes 55 seconds West along said south line 156.44 feet to the east line of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence South 0 degrees 35 minutes 12 seconds East along said east line 139.00 feet to

the south line of the North 654.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence South 89 degrees 24 minutes 55 seconds West along said south line 82.00 feet to the west line of the East 82.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence North 0 degrees 35 minutes 12 seconds West along said west line 429.00 feet to the south line of the North 225.00 feet of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter; thence North 89 degrees 24 minutes 55 seconds East along said south line a distance of 82.00 feet to the point of beginning.

Area Tract 2 equals 58,067 square feet = 1.333 acres.

EXHIBIT B-1

DEED GRANT AGREEMENT AND ATTACHMENTS

(See attached.)

EXHIBIT B-2
DEVELOPMENT MILESTONES

ACTIVITY	DATE

EXHIBIT C
DISBURSEMENT REQUEST FORM

(See attached.)

DISBURSEMENT REQUEST FORM

()

Number _____
Date _____

The undersigned, pursuant to that certain DEED Contamination Clean-up Funding Agreement dated _____, 20____, (the "Funding Agreement"), by and between the City of Maplewood (the "City") and Caretta Senior Living Maplewood, LLC (the "Grantee"), hereby certifies and requests as follows:

- 1. Grantee requests that the following amounts be paid to _____ ("Title") to be disbursed to the following payees from the Subgrant funds as described in the Funding Agreement:

	<u>Name and Address of Payee</u>	<u>Eligible Activity</u>	<u>Amount Requested to be Paid</u>
a.	_____	_____	_____
	_____	_____	
	_____	_____	
b.	_____	_____	_____
	_____	_____	
	_____	_____	
c.	_____	_____	_____
	_____	_____	
	_____	_____	
d.	_____	_____	_____
	_____	_____	
	_____	_____	

- 2. Attached hereto are itemized invoices with respect to each item for which payment is requested pursuant to paragraph 1 hereof.
- 3. Grantee certifies that the disbursements are for eligible costs as described in the Funding Agreement.
- 4. Consistent with the terms defined in the Agreement, Grantee certifies that to the best of its knowledge, Grantee expects to complete the Project and Development in a timely fashion and consistent with the DEED Grant Agreement or any amended Project and Development description approved by DEED.

5. Grantee hereby requests the City to approve this Disbursement Request and forward it to Title for payment of the amounts listed in paragraph 1 hereof.

GRANTEE:

CARETTA SENIOR LIVING MAPLEWOOD, LLC

By: _____

Its: _____

A P P R O V A L

This Disbursement Request is hereby approved by the City pursuant to Section 5 of the above-described Funding Agreement.

Dated: _____

CITY OF MAPLEWOOD

By: _____
Project Coordinator

CITY COUNCIL STAFF REPORT

Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Elizabeth Hammond, Planner

PRESENTER: Danette Parr, Community Development Director

AGENDA ITEM: Conditional Use Permit Review, Multifamily Residential Project, 1136 and 1160 Frost Avenue East

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The conditional use permit (CUP) for the Multifamily Residential Project at 1136 and 1160 Frost Avenue East is due for review.

Recommended Action:

Motion to approve the CUP review for the Multifamily Residential Project at 1136 and 1160 Frost Avenue East 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:

On December 12, 2022, the city approved project plans for a new five-story, 150-unit market-rate residential development. The approved apartment building includes a unit mix of studio, one bedroom, one bedroom plus den, two bedroom, and three bedroom apartments. All units have either a concrete patio or a recessed deck. The project details include one level of below-grade and surface parking, a clubroom, fitness room, roof deck, outdoor pool, pickleball court, and dog run.

The current owner and developer, Reuter Walton, has experienced delays with financing capacity for the project and is working to assign the project and sell the site to a new developer, Roers Companies. Consequently, the project has yet to commence. On November 27, 2023, the City's Economic Development Authority reviewed and approved the request to amend the contract for private redevelopment to reflect Roers Companies as the new developer.

The CUP runs with the property; therefore, the site approvals still stand regardless of ownership. The four-story residential building required a conditional use permit as part of the design review, where city code requires a CUP for buildings exceeding three stories or 35 feet in height. Roers Companies has indicated they intend to build the project as allowed by the December 12, 2022, land use approvals. Staff recommends reviewing the CUP in one year.

Timeline/Previous Actions

December 12, 2022: The City Council reviewed the proposal and approved the conditional use permit.

Conclusion:

The design plans for the site have stayed the same. However, the project has not commenced due to financing, construction delays, and the site's ownership change. Staff recommends reviewing this CUP again in one year to review site conditions.

Reference Information

Site Description

Site Size: 5 Acres

Surrounding Land Uses

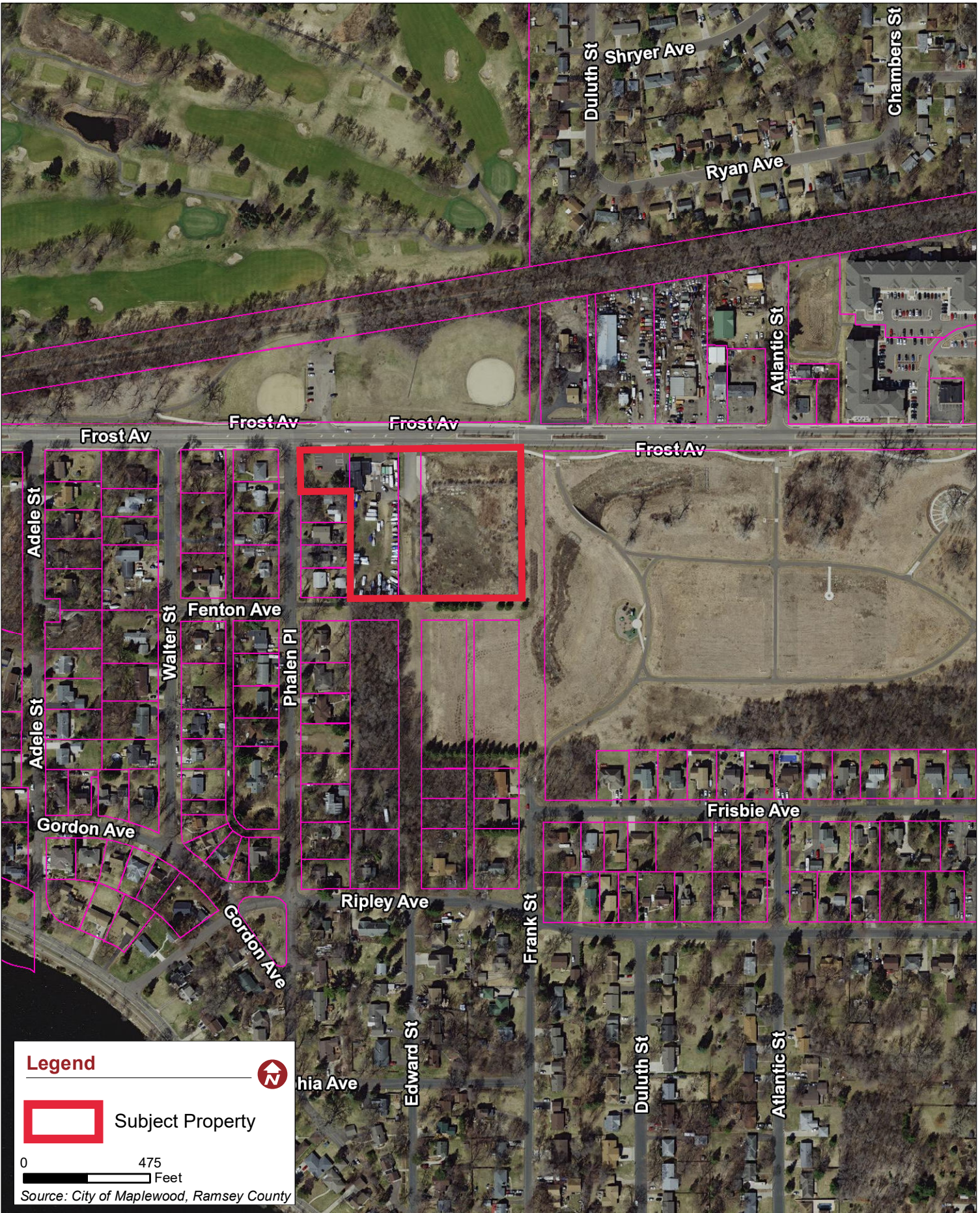
North: Frost Avenue and Flicek Park
 South: Vacant Land and Gladstone Savanna
 East: Gladstone Savanna
 West: Single Dwelling Residential Homes

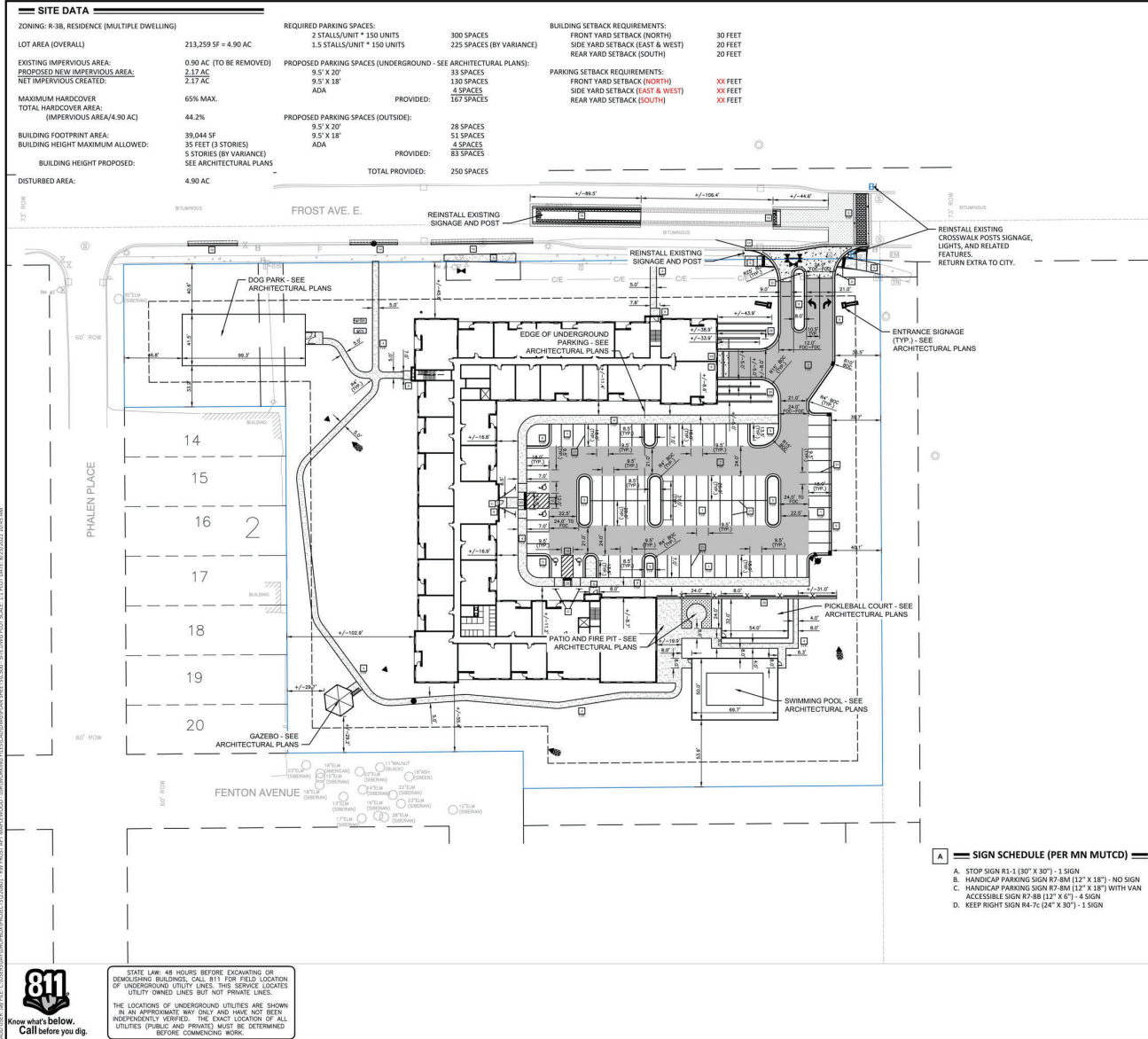
Planning

Existing Land Use: High-Density Residential
 Existing Zoning: (R3) Multiple-Dwelling Residential

Attachments:

1. Overview Map
2. Site Plan and Elevation Perspectives
3. City Council Meeting Minutes & CUP Conditions



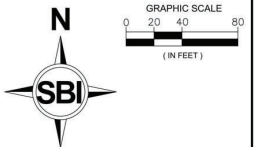


SITE DATA

ZONING: R-3B, RESIDENCE (MULTIPLE DWELLING)	
LOT AREA (OVERALL)	213,259 SF = 4.90 AC
EXISTING IMPERVIOUS AREA:	0.90 AC (TO BE REMOVED)
PROPOSED NEW IMPERVIOUS AREA:	2.17 AC
NET IMPERVIOUS CREATED:	1.27 AC
MAXIMUM HARDCOVER	65% MAX.
TOTAL HARDCOVER AREA: (IMPERVIOUS AREA/4.90 AC)	44.2%
BUILDING FOOTPRINT AREA:	39,044 SF
BUILDING HEIGHT MAXIMUM ALLOWED:	35 FEET (3 STORIES)
BUILDING HEIGHT PROPOSED:	5 STORIES (BY VARIANCE) SEE ARCHITECTURAL PLANS
DISTURBED AREA:	4.90 AC

REQUIRED PARKING SPACES:	2 STALLS/UNIT * 150 UNITS	300 SPACES
	1.5 STALLS/UNIT * 150 UNITS	225 SPACES (BY VARIANCE)
PROPOSED PARKING SPACES (UNDERGROUND - SEE ARCHITECTURAL PLANS):	9.5' X 20'	33 SPACES
	9.5' X 18'	130 SPACES
	ADA	4 SPACES
PROPOSED PARKING SPACES (OUTSIDE):	9.5' X 20'	28 SPACES
	9.5' X 18'	51 SPACES
	ADA	4 SPACES
		83 SPACES
TOTAL PROVIDED:		250 SPACES

BUILDING SETBACK REQUIREMENTS:	30 FEET
FRONT YARD SETBACK (NORTH)	20 FEET
SIDE YARD SETBACK (EAST & WEST)	20 FEET
REAR YARD SETBACK (SOUTH)	20 FEET
PARKING SETBACK REQUIREMENTS:	XX FEET
FRONT YARD SETBACK (NORTH)	XX FEET
SIDE YARD SETBACK (EAST & WEST)	XX FEET
REAR YARD SETBACK (SOUTH)	XX FEET



LEGEND

	PROPOSED	EXISTING
PROPERTY LINE	---	---
LIMITS OF DISTURBANCE	LoD	---
BUILDING CURB & GUTTER	---	---
SOIL BORINGS	+	+
FENCE SIGN	X	X
LIGHT POLE	⊙	⊙
PARKING STALL COUNT	⊙	⊙
ADA PAVEMENT MARKING	♿	♿
STANDARD DUTY BITUMINOUS	[Pattern]	[Pattern]
HEAVY DUTY BITUMINOUS	[Pattern]	[Pattern]
CONCRETE SIDEWALK	[Pattern]	[Pattern]
CONCRETE PAVING	[Pattern]	[Pattern]

KEYNOTES

1. BITUMINOUS PAVEMENT - NORMAL DUTY (SEE DETAIL X/CX00)
2. BITUMINOUS PAVEMENT - HEAVY DUTY (SEE DETAIL X/CX00)
3. BITUMINOUS PAVEMENT - MATCH IN KIND
4. CONCRETE SIDEWALK (SEE DETAIL X/CX00)
5. CONCRETE SIDEWALK - MATCH EXISTING
6. CONCRETE PAVEMENT (SEE DETAIL X/CX00)
7. CONCRETE PAVEMENT - MATCH IN KIND
8. CONCRETE STOOP (SEE ARCHITECTURAL PLANS)
9. 8-#18 CONCRETE CURB AND GUTTER (SEE DETAIL X/CX00)
10. 4-#18 CONCRETE CURB AND GUTTER (SEE DETAIL X/CX00)
11. FLUSH CONCRETE CURB (SEE DETAIL X/CX00)
12. TRANSITION FROM FLUSH CONCRETE CURB TO 4" OR 6" CURB (SEE GRADING PLAN)
13. CONCRETE CURB AND GUTTER - MATCH IN KIND
14. CONCRETE CURB AND GUTTER - MATCH EXISTING
15. CONCRETE VALLEY GUTTER (SEE DETAIL X/CX00)
16. CURB CUT (SEE DETAIL X/CX00)
17. CURB CUT WITH RIP RAP (SEE DETAIL X/CX00)
18. TRENCH DRAIN
19. ACCESSIBLE STALL STRIPING (SEE DETAIL X/CX00)
20. ACCESSIBLE RAMP (SEE DETAIL X/CX00)
21. 4" HIGH VISIBILITY SOLID WHITE PAINT (SEE NOTE XXXXXXXX)
22. 4" POLY PREFERRED PERMANENT PAVEMENT MARKINGS (SEE NOTE XXXX)
23. CROSSWALK PAVEMENT MARKINGS (SEE DETAIL X/CX00)
24. 4" TALL BLACK COATED CHAIN LINK FENCE (SEE NOTE XXXXXXXX)
25. 3" WIDE CANTILEVER SLIDE GATE (BLACK COATED CHAIN LINK, 8' TALL)
26. RETAINING WALL
27. LANDSCAPE AREA (SEE LANDSCAPE PLANS)
28. RAIN GARDEN (SEE GRADING PLAN)
29. CANOPY (SEE ARCHITECTURAL PLANS)
30. TRASH ENCLOSURE WITH DUMPSTER (SEE ARCHITECTURAL PLANS)
31. BICYCLE RACK (SEE ARCHITECTURAL PLANS)
32. MONUMENT SIGN (SEE ARCHITECTURAL PLANS)
33. SECURITY LIGHT (SEE ARCHITECTURAL PLANS)
34. TRANSFORMER (SEE ELECTRICAL PLANS FOR SIZE AND EXACT LOCATION)

SIGN SCHEDULE (PER MN MUTCD)

- A. STOP SIGN R1-1 (30" X 30") - 1 SIGN
- B. HANDICAP PARKING SIGN R7-8M (12" X 18") - NO SIGN
- C. HANDICAP PARKING SIGN R7-8M (12" X 18") WITH VAN ACCESSIBLE SIGN R7-8B (12" X 6") - 4 SIGN
- D. KEEP RIGHT SIGN R4-7L (24" X 30") - 1 SIGN

NOTES

1. CONTRACTOR SHALL REFER TO CONSTRUCTION NOTES ON C001 PRIOR TO THE START OF CONSTRUCTION.

BENCHMARKS (BM)

BEARINGS SHOWN ARE ON RAMSEY COUNTY COORDINATES
BM #1: TOP NUT OF FIRE HYDRANT LOCATED IN THE SW QUADRANT OF FROST AVENUE AND (VACATED) EDWARD STREET. ELEVATION: 897.90 (NAVD 88 DATUM).
BM #2: TOP NUT OF FIRE HYDRANT LOCATED IN THE SW QUADRANT OF FROST AVENUE AND PHALAN PLACE. ELEVATION: 903.04 (NAVD 88 DATUM).



DJR ARCHITECTURE
 MINNEAPOLIS, MN

FROST AVENUE APARTMENTS
 1136 FROST AVENUE, MAPLEWOOD, MINNESOTA

SUMMARY

DESIGNED: JRK DRAWN: JRK
 REVIEWED: JRK
 PHASE: PRELIM INITIAL ISSUE: 08/19/2022

REVISION HISTORY

#	DATE	DESCRIPTION
01	XXXXXX/01/01	XXXX

CERTIFICATION

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.

JAY RONALD KOESTER, P.E.
 DATE: 08/XX/2022 REG. NO. 44433

PAVING, SIGNAGE, AND DIMENSIONAL PLAN

SOLUTION BLUE PROJECT NO: 22001

C300

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STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.
 THE LOCATION OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.



DJR
ARCHITECTURE

REUTERWALTON

08/19/2022

MAPLEWOOD
APARTMENTS
Maplewood, NJ
22-012

SOUTHWEST AERIAL

A4.0

Page 20 of 20

G9, Attachment 2



DJR
ARCHITECTURE

REUTERWALTON

08/19/2022

MAPLEWOOD
APARTMENTS
Maplewood, NJ
22-012

SOUTHEAST AERIAL

A4.1

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G9, Attachment 2





DJR
ARCHITECTURE

REUTERWALTON

08/19/2022

MAPLEWOOD
APARTMENTS
Maplewood, NJ
22-012

EXTERIOR
RENDERINGS

A5.0

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G9, Attachment 2



FROST AVE LOOKING EAST



REUTERWALTON

08/19/2022

MAPLEWOOD APARTMENTS
Maplewood, NJ
22-012



FROST AVE LOOKING WEST

EXTERIOR RENDERINGS

A5.1

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MINUTES
MAPLEWOOD CITY COUNCIL
 7:00 P.M. Monday, December 12, 2022
 City Hall, Council Chambers
 Meeting No. 25-22

I. UNFINISHED BUSINESS

1. **Multifamily Residential Project, 1136/1160 Frost Avenue East**
 - a. **Comprehensive Plan Amendment Resolution (Requires 4 Council Votes)**
 - b. **Public Vacations Resolution (Requires 4 Council Votes)**
 - c. **Conditional Use Permit Resolution**
 - d. **Design Review Resolution**

City Manager Coleman introduced the item and gave background. Assistant Community Development Director Martin gave the presentation and provided history of similar projects and council action. Council asked questions of staff and discussed the topic. Ari Parritz, with Reuter Walton, addressed the council and answered questions.

Mayor Abrams moved to approve the resolution amending the 2040 Comprehensive Plan's Future Land Use Map to require the project properties from Medium Density Residential to High Density Residential. (Requires 4 Council Votes).

Resolution 22-12-2154
 COMPREHENSIVE PLAN AMENDMENT RESOLUTION

Resolution approving the comprehensive plan amendment regarding the properties at 1136 and 1160 Frost Avenue East from Medium Density Residential to High Density Residential.

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

Section 1. Background.

1.01 Ari Parritz, of Reuter Walton Development, has requested approval of a comprehensive plan amendment.

1.02 The properties are located at 1136 and 1160 Frost Avenue East and are legally described as:

PIN: 162922420003 and 162922420004 – Lots 1 to 13, inclusive, Block 2, Kavanagh and Dawson's Addition to Gladstone, and that portion of the vacated alley which accrued to said lots by reason of the vacation thereof, according to the recorded plat on file in the office of the Register of Deeds within and for Ramsey County, Minnesota.

AND

PIN: 162922420112 – Lots 1 through 20, inclusive, in Block 1, Kavanagh and Dawson's Addition to Gladstone, together with the vacated alley in said Block 1, Ramsey County, Minnesota.

Section 2. Criteria.

- 2.01 The 2040 Comprehensive Plan states the document may require amending due to a property owner request to change land use designation to allow a proposed development or redevelopment.
- 2.02 The 2040 Comprehensive Plan amendment process follows the same City identified public hearing process as the major update process used to develop the 2040 Comprehensive Plan. Amendments are required to submit and gain approval from the Metropolitan Council.

Section 3. Findings

- 3.01 The requested amendment would add additional housing units to the Gladstone Neighborhood, creating additional demand for commercial services that the City wants to see retained, expanded and established in this neighborhood.
- 3.02 The City has invested nearly \$17 million in public infrastructure improvements in the Gladstone Neighborhood to spur redevelopment and add additional housing units.
- 3.03 The request meets various amendment criteria outlined in the 2040 Comprehensive Guide Plan:
1. Enhance existing neighborhoods by encouraging residential neighborhood development and redevelopment to address gaps in the housing mix, ensuring the efficient use of city services and infrastructure, and strengthen neighborhood vitality.
 2. Increase development densities/intensities with quality design at appropriate locations to support an increased mix of housing options, viability of neighborhood commercial nodes, and regional transit investments.
 3. Ensure the City has a variety of housing types for ownership and rental for people in all stages of their life cycle.

Section 4. City Review Process

- 4.01 The City conducted the following review when considering this amendment request.
1. On September 20, 2022, 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. On October 18, 2022, the planning commission continued its review and recommended that the city council deny the comprehensive plan amendment.

- 2. On December 12, 2022, the city council discussed the comprehensive plan amendment. They considered reports and recommendations from the planning commission and city staff.

Section 5. City Council

5.01 The above described comprehensive plan amendment is approved based on the findings outlined in section 3 of this resolution. Approval is subject to, and only effective upon, the following conditions:

- 1. Review and approval of the Metropolitan Council as provided by state statute.
- 2. The site must be developed and maintained in substantial conformance with the following plans:
 - a. Design and site plans, date-stamped September 2, 2022.
- 3. The development must further comply with all conditions outlined in City Council Resolution No. 22-12-2156 for a conditional use permit approved by the Maplewood City Council on December 12, 2022.

Seconded by Councilmember Knutson

Ayes – All

The motion passed.

Mayor Abrams moved to approve the resolution for public vacations. (Requires 4 Council Votes).

Resolution 22-12-2155
PUBLIC VACATIONS RESOLUTION

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

Section 1. Background.

1.01 Ari Parritz, of Reuter Walton Development, has requested The Maplewood City Council to vacate the following unused public rights-of-way:

All that part of Edward Street lying southerly of a line drawn from northeast corner of Block 2 to the northwest corner of Block 1, all within KAVANAGH AND DAWSON’S ADDITION TO GLADSTONE, Ramsey County, Minnesota, according to the recorded plat thereof, and northerly of a line drawn from the southeast corner of said Block 2 to the southwest corner of said Block 1.

And,

All that part of North 1/2 of Fenton Avenue lying easterly of the southerly extension of the westerly line of Block 1, KAVANAGH AND DAWSON'S ADDITION TO GLADSTONE, Ramsey County, Minnesota, according to the recorded plat thereof, and westerly of the southerly extension of the easterly line of said Block 1,

And,

All that part of Frank Street, formerly known as Good Avenue, lying southerly of the easterly extension of the northerly line of Block 1, KAVANAGH AND DAWSON'S ADDITION TO GLADSTONE, Ramsey County, Minnesota, according to the recorded plat thereof, and easterly of the southerly extension of said Block 1, and northerly of the southerly line of the North 1/2 of Fenton Avenue, and westerly of the east line of said KAVANAGH AND DAWSON'S ADDITION TO GLADSTONE plat.

- 1.02 The properties located at 1136 and 1160 Frost Avenue East are legally described as:

PIN: 162922420003 and 162922420004 – Lots 1 to 13, inclusive, Block 2, Kavanagh and Dawson's Addition to Gladstone, and that portion of the vacated alley which accrued to said lots by reason of the vacation thereof, according to the recorded plat on file in the office of the Register of Deeds within and for Ramsey County, Minnesota.

AND

PIN: 162922420112 – Lots 1 through 20, inclusive, in Block 1, Kavanagh and Dawson's Addition to Gladstone, together with the vacated alley in said Block 1, Ramsey County, Minnesota.

- 1.03 The proposed single lot is proposed to be legally described as:

Lots 1 to 10, inclusive, Block 2, Kavanagh and Dawson's Addition to Gladstone, and that portion of the vacated alley and vacated Edward Street.

Lots 11 to 13, inclusive, Block 2, Kavanagh and Dawson's Addition to Gladstone, and that portion of the vacated alley.

Lots 1 through 20, inclusive, in Block 1, Kavanagh and Dawson's Addition to Gladstone, together with the vacated alley, and that part of vacated Frank Street North and Fenton Avenue which lies east of the most westerly extent and south of the most northerly extent of said Block 1, Ramsey County, Minnesota.

- Section 2. Standards

- 2.01 Minnesota state statute requires that no vacation shall be made unless it appears in the interest of the public to do so.

- Section 3. Findings.

- 3.01 The Maplewood City Council makes the following findings:
1. There is no anticipated public need for the described Edward Street, Fenton Avenue and Frank Street rights-of-way.
 2. The vacation is not counter to the public interest.
 3. The proposed lot combination meets all of the city's subdivision requirements.
- Section 4. City Review Process
- 4.01 The City conducted the following review when considering public vacations requests.
1. A hearing notice on said request was published in the City of Maplewood's official newspaper and written notice was mailed to the property owners within the Kavanagh and Dawson's Addition to Gladstone, Ramsey County Plat.
 2. On November 14, 2022, the City Council held a hearing on such request, at which time all persons for and against the granting of said request were heard.
- Section 5. City Council
- 5.01 The city council hereby approves the resolution. Approval is based on the findings outlined in Section 3 of this resolution. Approval is subject to the following condition:
1. The city clerk is directed to prepare a notice of completion of proceedings.

Seconded by Councilmember Knutson

Ayes – All

The motion passed.

Mayor Abrams moved to approve the resolution for a conditional use permit.

Resolution 22-12-2156

CONDITIONAL USE PERMIT RESOLUTION

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

- Section 1. Background.
- 1.01 Ari Parritz, of Reuter Walton Development, has requested approval of a conditional use permit to permit a five-story multifamily building.

1.02 The properties are located at 1136 and 1160 Frost Avenue East and are legally described as:

PIN: 162922420003 and 162922420004 – Lots 1 to 13, inclusive, Block 2, Kavanagh and Dawson's Addition to Gladstone, and that portion of the vacated alley which accrued to said lots by reason of the vacation thereof, according to the recorded plat on file in the office of the Register of Deeds within and for Ramsey County, Minnesota.

AND

PIN: 162922420112 – Lots 1 through 20, inclusive, in Block 1, Kavanagh and Dawson's Addition to Gladstone, together with the vacated alley in said Block 1, Ramsey County, Minnesota.

Section 2. Standards.

2.01 City Ordinance Section 44-359 requires a Conditional Use Permit for multiple dwelling buildings that exceed a height of 35 feet.

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 September 20, 2022, 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. On October 18, 2022, the planning commission continued its review and recommended that the city council deny this resolution.
2. On December 12, 2022, the city council discussed this resolution. They considered reports and recommendations from the planning commission and city staff.

Section 5. City Council

- 5.01 The city council hereby approves the resolution. Approval is based on the findings outlined in section 3 of this resolution. Approval is subject to the following conditions: (additions are underlined and deletions are crossed out):

1. All construction shall follow the approved plans, date-stamped September 2, 2022. The director of community development may approve minor changes.
2. The proposed construction must be substantially started within one year of council approval or the permit shall become null and void.
3. The city council shall review this permit in one year.
4. A parking waiver of 56 parking spaces is approved. If a parking shortage develops, the city council may require additional parking spaces to be constructed.
5. Storage on the first-level patios shall be limited to patio furniture only.
6. The applicant's request to combine the three properties comprising of 1136 and 1160 Frost Avenue East meets all city subdivision requirements and is approved. The applicant shall complete the following items:

- a. A survey shall be submitted to staff with a legal description for a new single parcel reflecting the three properties being combined.
 - b. Prior to the issuance of a certificate of occupancy for the new multifamily housing building, proof that Ramsey County has recorded the lot division must be submitted to city staff.
 - c. The applicant shall provide a drainage and utility easement over the entirety of the portion of the Frank Street right-of-way proposed for vacation.
7. Metropolitan Council approval of Resolution No. 22-12-2154 for a comprehensive plan amendment approved by the Maplewood City Council on December 12, 2022.

Seconded by Councilmember Knutson Ayes – All

The motion passed.

Mayor Abrams moved to approve the resolution for design review.

Resolution 22-12-2157
DESIGN REVIEW RESOLUTION

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

Section 1. Background.

1.01 Ari Parritz, of Reuter Walton Development, has requested approval of a design review for a five-story multifamily building.

1.02 The properties are located at 1136 and 1160 Frost Avenue East and are legally described as:

PIN: 162922420003 and 162922420004 – Lots 1 to 13, inclusive, Block 2, Kavanagh and Dawson's Addition to Gladstone, and that portion of the vacated alley which accrued to said lots by reason of the vacation thereof, according to the recorded plat on file in the office of the Register of Deeds within and for Ramsey County, Minnesota.

AND

PIN: 162922420112 – Lots 1 through 20, inclusive, in Block 1, Kavanagh and Dawson's Addition to Gladstone, together with the vacated alley in said Block 1, Ramsey County, Minnesota.

Section 2. Site and Building Plan Standards and Findings.

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

1. That the design and location of the proposed development and its relationship to neighboring, existing or proposed developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood; that it will not unreasonably interfere with the use and enjoyment of neighboring, existing or proposed developments; and that it will not create traffic hazards or congestion.
2. That the design and location of the proposed development are in keeping with the character of the surrounding neighborhood and are not detrimental to the harmonious, orderly and attractive development contemplated by this article and the city's comprehensive municipal plan.
3. That the design and location of the proposed development would provide a desirable environment for its occupants, as well as for its neighbors, and that it is aesthetically of good composition, materials, textures and colors.

Section 3. City Council Action.

3.01 The above-described site and design plans are hereby approved based on the findings outlined in Section 3 of this resolution. Subject to staff approval, the site must be developed and maintained in substantial conformance with the design plans date-stamped September 2, 2022. Approval is subject to the applicant doing the following:

1. Obtain a conditional use permit from the city council for this project.
2. Repeat this review in two years if the city has not issued a building permit for this project.
3. All requirements of the fire marshal and building official must be met.
4. Satisfy the requirements set forth in the engineering review authored by Jon Jarosch, dated September 12, 2022.
5. Satisfy the requirements set forth in the environmental review authored by Shann Finwall, dated September 12, 2022.
6. The applicant shall obtain all required permits from the Ramsey-Washington Metro Watershed District.
7. Rooftop vents and equipment shall be located out of view from all sides of the property.
8. Any identification or monument signs for the project must meet the requirements of the city's sign ordinance. Identification or monument signs shall be designed to be consistent with the project's building materials and colors.

9. Prior to the issuance of a building permit, the applicant shall submit for staff approval the following items:
 - a. The applicant shall provide the city with a cash escrow or an irrevocable letter of credit for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
 - b. A revised site plan with the dog park setback at least 50 feet from the south property line, the gazebo setback at least 50 feet from the west property line and the trail setback at least 50 feet from the west property line and located east of the stormwater pond.
 - c. A revised landscape plan that enhances the vegetative break between the west side of the project and the residential properties.
 - d. Revised floor plans showing all alcove – studio – units meeting the minimum floor area size of 580 square feet and that all units in the building have a minimum of 120 cubic feet of storage space.
 - e. A revised photometric plan that meets city code requirements.
10. The applicant shall complete the following before occupying the building:
 - a. Replace any property irons removed because of this construction.
 - b. Provide continuous concrete curb and gutter around the parking lot and driveways.
 - c. Install all required landscaping and an in-ground lawn irrigation system for all landscaped areas.
 - d. Install all required outdoor lighting.
 - e. Install all required sidewalks and trails.
11. If any required work is not done, the city may allow temporary occupancy if:
 - a. The city determines that the work is not essential to public health, safety or welfare.
 - b. The above-required letter of credit or cash escrow is held by the City of Maplewood for all required exterior improvements. The owner or contractor shall complete any unfinished exterior improvements by June 1 of the following year if occupancy of the building is in the fall or winter or within six weeks of

occupancy of the building if occupancy is in the spring or summer.

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

Seconded by Councilmember Knutson

Ayes – All

The motion passed.

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Mike Darrow, Assistant City Manager / HR Director

PRESENTER: Mike Darrow, Assistant City Manager / HR Director

AGENDA ITEM: Call for a Special Meeting of the City Council on December 18, 2023
Regarding City Manager Replacement

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The Maplewood City Council holds its regular meetings on the second and fourth Mondays. The City Council has the ability to cancel or add meetings as needed as agenda items arise.

Recommended Action:

Motion to call a special meeting of the City Council on December 18, 2023, at 5:30 pm in the City Council Chambers for the purpose of considering replacement of the City Manager.

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

N/A

Background:

Staff recommends that a special meeting of the City Council be called for December 18, 2023, at 5:30 pm in the City Council Chambers for the purpose of considering replacement of the City Manager who is retiring in February of 2024. The agenda for the meeting includes interview of a potential candidate and consideration of approving an employment contract. The contract would be contingent on the successful completion of a background investigation.

Attachments:

None.

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Brian Bierdeman, Public Safety Director
PRESENTER: Brian Bierdeman, Public Safety Director
AGENDA ITEM: Resolution Accepting Donation from Calvary Church

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

Policy Issue:

City Council approval is required for the Maplewood Public Safety Department to accept donations of gift cards totaling \$4,500.00.

Recommended Action:

Motion to approve the resolution accepting the donation from Calvary Church.

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

N/A

Background:

Calvary Church has made a generous donation of 90 \$50 gift cards to be distributed by Maplewood Public Safety Officers to families in need during the upcoming holiday season. The total value of this donation is \$4,500.00.

Attachments:

1. Resolution Accepting Donation

**RESOLUTION
ACCEPTING A DONATION TO THE MAPLEWOOD PUBLIC SAFETY DEPARTMENT**

WHEREAS, Calvary Church has presented to the Maplewood Public Safety Department a donation in the amount of \$4,500.00; and

WHEREAS, this donation is intended for the purpose of Public Safety employees to distribute \$50 gift cards to families in need this holiday season; and

WHEREAS, the Maplewood City Council is appreciative of the donation and commends Calvary Church for their civic efforts,

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

1. The donation is accepted and acknowledged with gratitude; and
2. The donation will be appropriated for the Public Safety Department as designated.

Approved by the Maplewood City Council this 11th day of December, 2023.

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Joe Rueb, Finance Director

PRESENTER: Joe Rueb, Finance Director

AGENDA ITEM: Truth in Taxation
 a. Public Hearing
 b. Resolution Certifying Property Taxes Payable in 2024
 c. Resolution Adopting the Budget and Financial Policies for 2024 and the Capital Improvement Plan for 2024-2028

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

State law requires the City to adopt a 2024 budget and certify a property tax levy for taxes payable in 2024 to Ramsey County by December 30, 2023. The City must hold a public hearing to obtain input on the budget and tax levy. The hearing is on December 11, 2023 at 7:00 PM. After the public hearing, the Council will consider adoption of the 2024 budget and tax levy and the 2024-2028 capital improvement plan. The amount of the proposed property tax levy is \$28,289,957, an 8.96% increase over the prior year's levy.

Recommended Action:

- a. Hold the public hearing.
- b. Motion to approve the resolution certifying property taxes payable in 2024.
- c. Motion to approve the resolution adopting the budget and financial policies for 2024, and the capital improvement plan for 2024-2028.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$28,289,957

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

Strategic Plan Relevance:

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

The budget and property tax levy provide the resources to implement all areas of the strategic plan.

Background:

The 2024 budget process started with a strategic planning within each department, followed by Council budget workshops in August and adoption of a preliminary levy in September. The planning process also included an approval of the CIP from the Planning Commission. Budget challenges include inflationary increases and salary adjustments related to the compensation study. The full interactive budget document will be on the City’s website when complete.

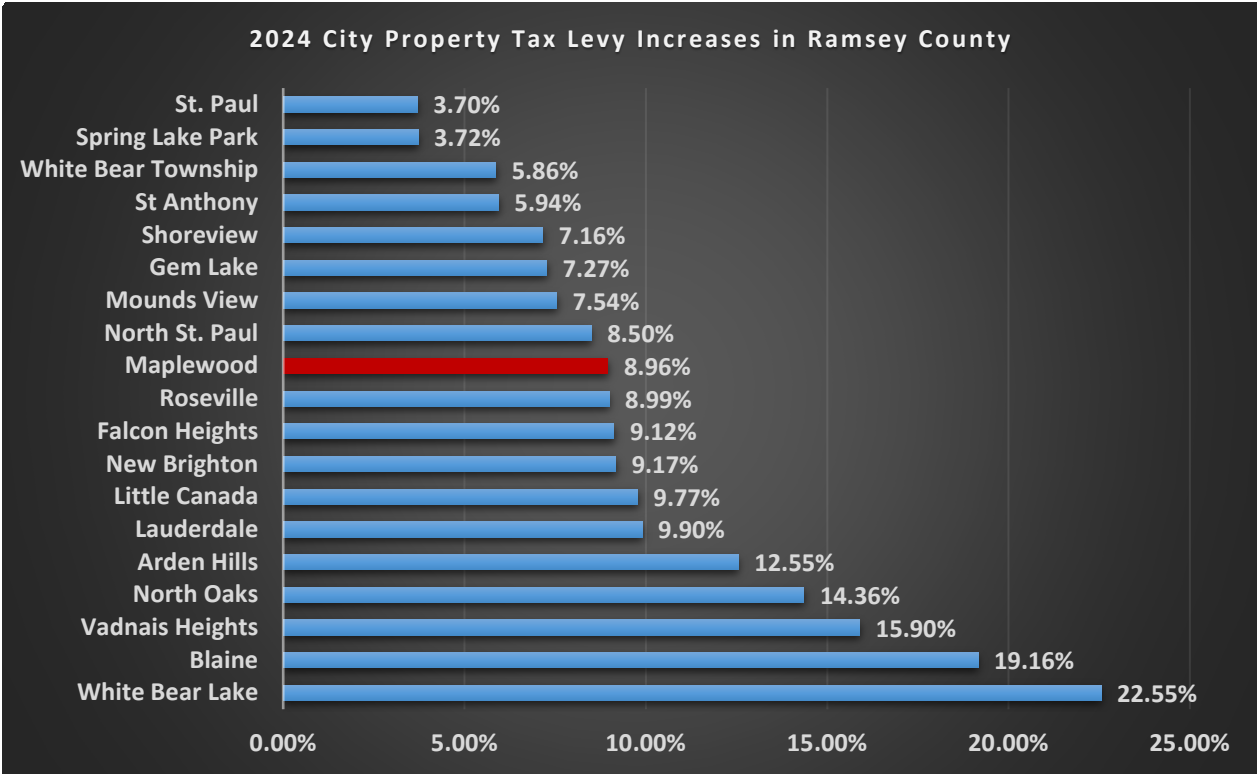
Proposed Tax Levy - the proposed 2024 property tax levy is itemized below:

Fund	Adopted 2023 Levy	Preliminary 2024 Levy	\$ Increase (Decrease)	% Increase (Decrease)
General Fund	\$ 19,759,738	\$ 21,374,832	\$ 1,615,094	8.17%
Debt Service Funds	4,892,661	4,925,091	32,430	0.66%
EDA Fund	150,000	-	(150,000)	-100.00%
Capital Project Funds	1,161,486	1,614,000	452,514	38.96%
Enterprise Funds	-	376,034	376,034	N/A
Total Levy	\$ 25,963,885	\$ 28,289,957	\$ 2,326,072	8.96%

City Property Tax Impact on Residential Properties – the median value home in Maplewood will increase in value by 4.62% from \$313,400 to \$327,900 for taxes payable in 2024, resulting in a shift of tax burden to homeowners. City taxes will increase 10.7%, or \$132, on the median value home.

Market Value for Pay 2023	Market Value for Pay 2024	Taxable Market Value for Pay 2024	City Tax \$ Amount 2023	City Tax \$ Amount 2024	\$ Increase (Decrease)	% Increase (Decrease)
150,000	156,900	133,800	511	570	59	11.5%
200,000	209,200	190,800	732	813	81	11.1%
250,000	261,500	247,800	953	1,056	104	10.9%
313,400	327,900	320,200	1,232	1,365	132	10.7%
400,000	418,400	418,400	1,615	1,783	169	10.5%

Comparable Levy Increases – proposed property tax levy increases in 2024 for Ramsey County cities are shown below. The average increase of the group sample is 10.01%. The median increase is 8.99%.



Capital Improvement Plan - The Capital Improvement Plan (CIP) coordinates the planning, financing and timing of major equipment purchases and construction projects. Adopting the CIP does not commit the Council to the proposed projects. Each project requires Council approval before implementation. Adoption of the 2024 Budget creates an appropriation for equipment purchases and projects for that year. The remaining years included in the CIP are for planning purposes and are funded with the adoption of a budget for each subsequent year.

Total expenditures in the 2024-2028 CIP are \$62,972,442. Major projects for 2024 include:

1. 2024 Maplewood Street Improvements
2. Fire Engine Replacement
3. Broadcast Equipment in the Council Chambers and Production Booth
4. Park Maintenance and Reinvestment - Hazelwood Park
5. Ambulance Replacement

Financial Policies – No Changes for 2024

Attachments:

1. Resolution Certifying Property Taxes Payable in 2024
2. Resolution Adopting the Budget and Financial Policies for 2024 and CIP for 2024-2028
3. 2024 Financial Management Policies
4. PowerPoint Presentation

**RESOLUTION
CERTIFYING PROPERTY TAXES PAYABLE IN 2024**

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

The following amounts are levied for property taxes payable in 2024, upon the net tax capacity in the City of Maplewood, for the following purposes:

General Fund	\$21,374,832
Debt Service Funds	4,925,091
Capital Improvement Fund	394,000
Building Fund	300,000
Public Safety Equipment Fund Police	300,000
Public Safety Equipment Fund Fire	400,000
Community Center Fund	220,000
Enterprise Fund – Ambulance Services	376,034
TOTAL NET TAX CAPACITY LEVY	\$28,289,957

BE IT FURTHER RESOLVED that the scheduled debt service levies are adjusted for other revenue sources as follows for a total debt service levy of \$4,925,091.

BOND ISSUES	ORIGINAL PRINCIPAL	DATE ISSUED	LEVY YEAR 2023 PAYABLE 2024 DEBT LEVY	ADDITIONS OR REDUCTIONS BY RESOLUTION	CERTIFIED DEBT LEVY
GO 2012A	5,780,000	1-Jul-12	0.00	0.00	0.00
GO 2013A refunding	6,180,000	1-Jun-13	0.00	0.00	0.00
GO 2013B refunding	3,700,000	18-Dec-13	215,250.00	0.00	215,250.00
GO 2014A	7,745,000	1-Aug-14	0.00	0.00	0.00
GO Imp 2015A refunding	3,790,000	1-Jan-15	347,418.75	0.25	347,419.00
GO 2015B	1,215,000	8-Jul-15	120,225.00	-70,376.00	49,849.00
GO 2015C refunding	7,990,000	8-Jul-15	402,527.94	0.06	402,528.00
GO 2016A	3,765,000	8-Sep-16	171,914.34	-0.34	171,914.00
GO 2016B refunding	5,775,000	8-Sep-16	0.00	0.00	0.00
GO Imp Refunding 2017B	3,145,000	11-May-17	193,963.47	-0.47	193,963.00
GO 2017A	3,850,000	11-May-17	94,569.02	174,999.98	269,569.00
GO 2018A	6,940,000	14-Jun-18	290,206.80	171,000.20	461,207.00
GO 2019A	4,475,000	18-Jul-19	150,484.07	92,688.93	243,173.00
GO 2020A	5,480,000	4-Nov-20	398,628.25	-194,833.25	203,795.00
GO 2020B	6,200,000	1-Jul-20	345,112.97	0.03	345,113.00
GO CAPT IMPR 2021A	9,500,000	25-Jan-21	605,968.13	-0.13	605,968.00
GO Refunding Series 2021B	8,090,000	18-Nov-21	1,017,345.00	-68,000.00	949,345.00
GO Improvement, Series 2022A	2,925,000	23-May-22	272,422.50	0.50	272,423.00
GO Improvement, Series 2023A	1,945,000	24-Jul-23	112,250.90	81,324.10	193,575.00
			\$4,738,287.14	\$186,803.86	\$4,925,091.00

**RESOLUTION
ADOPTING THE BUDGET AND FINANCIAL POLICIES FOR 2024
AND THE CAPITAL IMPROVEMENT PLAN FOR 2024-2028**

BE IT RESOLVED by the City Council of the City of Maplewood, Minnesota that a budget for 2024 is hereby adopted as summarized below:

Revenues:

Fund	2023 Original Budget	2024 Budget	\$ Change	% Change
General	\$ 23,902,298	\$ 24,951,808	\$ 1,049,510	4.39%
Special Revenue	904,863	757,860	(147,003)	-16.25%
Debt Service	6,395,697	6,401,415	5,718	0.09%
Capital Projects	8,535,173	9,136,206	601,033	7.04%
Enterprise	15,255,000	16,883,892	1,628,892	10.68%
Internal Service	9,950,960	10,254,263	303,303	3.05%
TOTAL	\$ 64,943,991	\$ 68,385,444	\$ 3,441,453	5.30%

Expenditures:

Fund	2023 Original Budget	2024 Budget	\$ Change	% Change
General	\$ 25,272,298	\$ 26,335,507	\$ 1,063,209	4.21%
Special Revenue	964,863	870,290	(94,574)	-9.80%
Debt Service	7,848,912	7,253,594	(595,318)	-7.58%
Capital Projects	12,120,926	15,914,090	3,793,164	31.29%
Enterprise	13,366,864	15,343,571	1,976,707	14.79%
Internal Service	9,917,323	10,106,836	189,513	1.91%
TOTAL	\$ 69,491,186	\$ 75,823,888	\$ 6,332,701	9.11%

Other Financing Sources/Uses (Net):

Fund	2023 Original Budget	2024 Budget	\$ Change	% Change
General	\$ 1,370,000	\$ 1,383,700	\$ 13,700	1.00%
Special Revenue	(40,000)	(40,000)	-	0.00%
Debt Service	957,646	717,910	(239,736)	-25.03%
Capital Projects	4,017,206	6,655,796	2,638,590	65.68%
Enterprise	(1,157,232)	(1,612,264)	(455,032)	39.32%
Internal Service	27,000	27,000	-	0.00%
TOTAL	\$ 5,174,620	\$ 7,132,142	\$ 1,957,522	37.83%

BE IT FURTHER RESOLVED that the 2024-2028 Capital Improvement Plan, with projects totaling \$62,972,442, is hereby adopted.

BE IT FURTHER RESOLVED that the 2024 Financial Management Policies, as included in the budget document and attached below, will supersede all existing policies and are hereby adopted.

BE IT FURTHER RESOLVED that budgets for public improvements will be amended when the Council approves the project and establishes the budget for the project.

BE IT FURTHER RESOLVED that the budgets for Governmental Funds are adopted for financial reporting and management control and the budgets for all other funds are adopted for management purposes only.

BE IT FURTHER RESOLVED that the transfer of appropriations among the various accounts within a fund shall only require the approval of the City Manager or designee. However, City Council approval is required for transfers between funds and from contingency accounts.

BE IT FURTHER RESOLVED that all appropriations which are not encumbered or expended at the end of the fiscal year shall lapse and shall become part of the unencumbered fund balance which may be appropriated for the next fiscal year, except appropriations for capital improvement projects which will not lapse until the project is completed or canceled by the City Council.

City of Maplewood, Minnesota

Financial Management Policies



Maplewood

Adopted by the Maplewood City Council: December 11, 2023

FINANCIAL MANAGEMENT POLICIES

The City of Maplewood has an important responsibility to its citizens to plan the adequate funding of services desired by the public, to manage the municipal finances wisely, and to carefully account for public funds. The City strives to ensure that it is capable of adequately funding and providing local government services needed by the community. The City will maintain or improve its infrastructure on a systematic basis to insure the maintenance of quality neighborhoods for its citizens.

In order to achieve these goals, this plan has the following objectives for the City's fiscal performance:

1. To be proactive, rather than reactive, in the City's policy-making efforts to ensure that important decisions are not controlled by financial problems or emergencies.
2. To enhance the City Council's policy-making ability by providing accurate financial information related to the various authority or service levels provided by the City.
3. To assist in sound management of the City government by providing accurate and timely information on financial condition.
4. To provide sound principles to guide the City Council with decisions that will have significant financial impact on the City.
5. To set forth operational principals that minimize the cost of local government, to the extent consistent with services desired by the public, and minimize financial risk.
6. To utilize revenue policies and forecasting tools to prevent undue or unbalanced reliance on certain revenues, especially property taxes, and that also distribute the cost of municipal services fairly and provide adequate funds to operate desired programs.
7. To provide essential public facilities and prevent deterioration of the City's infrastructure and various facilities.
8. To protect and enhance the City's credit rating and prevent default on municipal debts.
9. Ensure the legal use and protection of City funds through a good system of financial and accounting controls.
10. Record expenditures in a manner that allocates to current taxpayers or users the full cost of providing current services.
11. To adopt a balanced budget in the General Fund that will ensure an adequate, stable fund balance.

To achieve these objectives the following fiscal policies have been adopted by the City Council to guide the City's budgeting and financial planning process. Each fiscal policy section includes a statement of purpose and a description of the policy.

- 1. REVENUE MANAGEMENT POLICY**
- 2. CASH AND INVESTMENTS POLICY**
- 3. RESERVES POLICY**
- 4. BUDGET POLICY**
- 5. ACCOUNTS PAYABLE AND EFT PAYMENTS POLICY**
- 6. CAPITAL IMPROVEMENT PLAN POLICY**
- 7. ECONOMIC DEVELOPMENT AUTHORITY FUND POLICY**
- 8. DEBT MANAGEMENT POLICY**
- 9. ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICY**
- 10. RISK MANAGEMENT POLICY**
- 11. GRANT MANAGEMENT POLICY**
- 12. PUBLIC PURPOSE EXPENDITURE POLICY**
- 13. CAPITAL ASSETS POLICY**
- 14. PROCUREMENT POLICY**
- 15. INFORMATION SECURITY POLICY**

1. REVENUE MANAGEMENT POLICY

It is essential to responsibly manage the City's revenue sources to provide maximum service value to the community. The most important revenue policy guidelines established by the City Council are for the two major sources of city revenue: property taxes and fees/charges.

A. Purpose

The purpose of this policy is to establish broad goals to assist the City in managing its revenue. These goals will consider diversification and stabilization, equity, economic development, and collections.

i. Diversification

The City will strive to maintain a diversified revenue base to prevent fluctuations in revenue. Property taxes add stability to the revenue base, but should not be the sole source of revenue. When possible, the City will seek out new sources of revenue to diversify the tax base. This could include long-term solutions, such as franchise fees or additional fees and charges. Short-term solutions should also be considered, such as a one-time sale of assets.

The City will strive to support policies that promote economic development in the City to encourage a diversified local economy and expand the tax base.

ii. Equity

The City will strive to ensure that funding is derived from a fair, equitable and adequate resource base, while minimizing tax differential burdens. Services having a citywide benefit shall be financed with revenue sources generated from a broad base, such as property taxes and state aids. Services where the customer determines the use should be financed with user fees, charges, and assessments related to the level of service provided.

iii. Economic Development

The City's revenue sources should not unduly reduce the City's economic competitiveness or negatively impact individual choices in the local economy.

The City's overall revenue structure should be designed to recapture some of the financial benefits resulting from economic and community development investments. The City will strive to keep a total revenue mix that encourages growth and keeps Maplewood economically competitive.

iv. Collections

City staff should engage in vigilant collections of outstanding balances due to the

City. However, the cost of collections should not exceed the marginal extra revenue obtained or absorb a large percentage of the amount collected. City staff and collections contractors may write off accounts receivable in amounts of \$5.00 or less without Council approval.

B. Property Taxes

When possible, property tax increases should accommodate incremental adjustments. Further, when discussing property taxes, the City should simultaneously explore other revenue and expenditure alternatives that will maximize the City's future financial flexibility and ability to provide services. This may include considering options such as debt management, fees and charges, cost allocation, use of reserves, and expenditure cuts.

Possible factors for considering an increase in property tax include:

- Maintenance of City services.
- Long-term protection of the City's infrastructure.
- Meeting legal mandates imposed by outside agencies.
- Maintaining adequate fund balance and reserve funds sufficient to maintain or improve the City's bond rating.
- Funding City development and redevelopment projects that will clearly result in future tax base increases. The expenditures of development and redevelopment funds must be in accordance with a defined strategy as shown in the City's Comprehensive Plan, Capital Improvement Program and other Council documents.

Property tax increases to meet other purposes will be based on the following criteria:

- A clear expression of community need.
- The existence of community partnerships willing to share resources.

C. Service Fees and Charges

The City will consider service fees and charges wherever appropriate for the purposes of keeping the property tax rate at a minimum and to fairly allocate the full cost of services to the users of those services. Service fees and charges broaden the base to include tax exempt properties, which still have municipal costs associated with the property. Specifically, the City may:

- Establish utility rates sufficient to fund both the operating costs and the long-term depreciation and replacement of the utility systems.

- As part of the City's enterprise effort, evaluate City services and pursue actions to accomplish the following:
 - ✓ Find community based partners to share in service delivery.
 - ✓ Make services financially self-supporting or, when possible, profitable.
- Annually review City services and identify those for which charging user fees are appropriate. These services will be identified as enterprise services and a policy for establishing fees will be set for each. Included as part of this process may be a market analysis that compares our fees to comparable market cities.
- Identify some enterprise services as entrepreneurial in nature. The intent of entrepreneurial services will be to maximize revenues to the extent the market allows.
- Waive or offer reduced fees to youth, seniors, community service groups, and other special population groups identified by the Council as requiring preferential consideration based on policy goals.

Selected criteria are used to determine the specific rate to charge for a fee for service. The approach for establishing the rate criteria is determined by the policy relating to the fee in the City policies and procedures manual. The rate criteria can be one of five approaches:

- Market Comparison
 - Attempt to set fees in the upper quartile of the market.
- Maximum set by External Source
 - Fees set by legislation, International Building Code, etc.
- Entrepreneurial Approach
 - Fees will be at the top of the market.
- Recover the Cost of Service
 - Program will be self-supporting.
- Utility Fees
 - A rate study will be updated or reviewed each year.

D. Non-recurring and Volatile Revenues

Non-recurring revenues should be directed towards one-time uses and should not be relied on to fund ongoing programs. Several one-time revenue sources, such as intergovernmental transfers, grants, and insurance dividends are outside direct City

control and must be relied upon conservatively. The City Manager and Finance Director shall ensure that the budget preparation process includes an evaluation of all major non-recurring revenues, in order to minimize reliance on unpredictable revenues for ongoing operating costs.

Volatile revenues, such as court fines, interest earnings and building permits can produce undependable yields and should not be heavily depended on to fund ongoing programs. High yields from these sources should be treated in a manner similar to non-recurring revenues. Revenues can be considered volatile if they vary by more than 10% from budgetary estimates.

2. CASH AND INVESTMENTS POLICY

Effective cash management is essential to good fiscal management. Investment returns on funds not immediately required can provide a significant source of revenue for the City. Investment policies must be well-founded and uncompromisingly applied in their legal and administrative aspects in order to protect the City funds being invested.

A. Purpose

The purpose of this policy is to establish the City's investment objectives and establish specific guidelines that the City will use in the investment of city funds. It will be the responsibility of the Finance Director to invest city funds in order to attain a market rate of return while preserving and protecting the capital of the overall portfolio. Investments will be made, based on statutory constraints, in safe, low risk instruments.

B. Scope/Funds

This policy applies to the investment of all city funds available for investment and not needed for immediate expenditure. The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

C. Delegation of Authority

Authority to manage the investment program is granted to the Finance Director who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

- i. **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize the risk of market fluctuations, such as credit risk and interest rate risk. Credit risk is the risk that the borrower will be unable to make their debt service payments to the investors. Interest rate risk is the risk that rates will (for example) rise while the investments you hold have lower rates – if the City were to sell their investments prior to

maturity in this case, they would have to sell the investments at a loss.

- ii. **Liquidity:** The investment portfolio must remain sufficiently liquid to meet all operating costs that may be reasonably anticipated. The portfolio must be structured so that securities mature concurrent with cash needs to meet anticipated demands. Cash needs will be determined based on cash flow forecasts.
- iii. **Diversification of instruments:** A variety of investment vehicles must be used to minimize the exposure to risk of loss. The investment portfolio must be diversified by individual financial institution, government agency, or by corporation (in the case of commercial paper) to reduce the exposure to risk of loss.
- iv. **Diversification of maturity dates:** Investment maturity dates should vary in order to ensure that the City will have money available when needed.
- v. **Yield:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

D. Oversight

The City Manager shall oversee the City's investment program. The Finance Director will maintain a more detailed and comprehensive investment policy based on the principles established by the City Council and consistent with the most current guidelines within the public sector. On at least an annual basis, the Finance Director shall provide a status report to the City Council. Annually, the City Council shall designate depositories for investment purposes.

E. The City shall invest in the following instruments as allowed by Minnesota Statute 118A:

- i. **Government Securities:** Direct obligations of the federal government or its agencies, with the principal fully guaranteed by the U.S. Government or its agencies.
- ii. **Certificates of Deposit:** A negotiable or nonnegotiable instrument issued by commercial banks and insured up to \$250,000, or the amount set, by the Federal Deposit Insurance Corporation (FDIC).
- iii. **Repurchase Agreement:** An investment that consists of two simultaneous transactions, where an investor purchases securities from a bank or dealer. At the same time, the selling bank or dealer agrees to

repurchase the securities at the same price plus interest at some agreed-upon future date. The security purchased is the collateral protecting the investment.

- iv. **Prime Commercial Paper:** An investment used by corporations to finance receivables. A short-term (matures in 270 days or less), unsecured promissory note is issued for a maturity specified by the purchaser. Corporations market their paper through dealers who in turn market the paper to investors. The City will only purchase commercial paper issued by U.S. corporations or their Canadian subsidiaries that has been rated highest quality (A1, P1 and F1) by two of three rating agencies.
- v. **State or Local Government Securities:** Any security that is a General Obligation of any state or local government rated "A" or better by a national bond rating service.
- vi. **Statewide Investment Pools:** Statewide investment pools that invest in authorized instruments according to M.S. §118A.04, such as the Minnesota Municipal Money Market (4M) Fund.
- vii. **Money Market Mutual Funds:** Money market mutual funds that invest primarily in U.S. Government and agency issues and repurchase agreements.

F. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business or that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

G. Internal Controls, Audits, External Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. Accordingly, compliance with City policies and procedures should be assured by the Finance Director, and addressed through the annual audit (CAFR) process.

H. Authorized Financial Institution and Dealer

In accordance with Minnesota Statutes §118.02, the responsibility for

conducting investment transactions resides with the City Council. Also, the Council shall be responsible for designating the depositories of the funds. Depositories shall be selected through a banking services procurement process, which shall include a comprehensive review of credit characteristics and financial history by the Finance Director or reliance on selection criteria by an independent third party. In selecting depositories, the creditworthiness of the institutions under consideration shall be examined. The City Council shall designate depositories after a recommendation from staff.

Only approved security broker/dealers authorized in Minnesota Statutes 118A.06 shall be utilized for safekeeping and custody.

All financial institutions and broker/dealers must supply the following as appropriate:

- i. Audited financial statements;
- ii. Proof of Financial Industry Regulatory Authority (FINRA) certification,
- iii. Proof of state registration;
- iv. Completed broker/dealer questionnaire for firms who are not major regional or national firms;
- v. Certification of having read the City's investment policy.

I. Broker Representations

Municipalities must obtain from their brokers certain representations regarding future investments. The City of Maplewood will provide each broker with information regarding the municipality's investment restrictions. Before engaging in investment transactions with the City of Maplewood, the supervising officer at the securities broker/dealer shall submit a certification stating that the officer has reviewed the investment policies and objectives, as well as applicable state laws, and agrees to disclose potential conflicts of interest or risk to public funds that might arise out of business transactions between the firm and the City of Maplewood. All financial institutions shall agree to undertake reasonable efforts to preclude imprudent transactions involving the city's funds.

J. Collateralization

The City funds must be deposited in financial institutions that provide at least \$250,000 in government insurance protection. At no time will deposits in any one institution exceed the insured amount unless such excesses are protected by pledged securities. Pledged securities, computed at market value, will be limited to the following:

- i. United States Treasury bills, notes or bonds that mature within five

years;

- ii. Issues of United States government agencies guaranteed by the United States government;
- iii. General obligation securities of any state or local government with taxing powers rated "A" or better, or revenue obligation securities of any state or local government with taxing powers rated AA or better, provided no single issue exceeds \$300,000 with maturities not exceeding five years;
- iv. Irrevocable standby letters of credit issued by Federal Home Loan Banks accompanied by written evidence that the bank's public debt is rated AA or better;
- v. Time deposits that are fully insured by any federal agency.

In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110 percent (110%) of the market value of principal and accrued interest. Collateral shall be deposited in the name of the City of Maplewood, subject to release by the City's Finance Director. All certificates of deposit and repurchase agreements purchased by the City shall be held in third-party safekeeping by an institution designated as primary agent. The primary agent shall issue a safekeeping receipt to the City listing the specific instrument rate maturity and other pertinent information. All deposits will be insured or collateralized in accordance with Minnesota Statutes Chapter 118. No other collateral except as designated above will be authorized for use as collateral for City funds.

K. Safekeeping and Custody

When investments purchased by the City are held in safekeeping by a broker/dealer, they must provide asset protection of \$500,000 through the Securities Investor Protection Corporation (SIPC) and the current required amount of supplemental insurance protection.

L. Diversification

It is the policy of the City to diversify its investment portfolios to eliminate the risk of loss resulting from the over concentration of assets in a specific maturity, a specific issuer, or a specific class of maturities.

The portfolio, as much as possible, will contain both short-term and long-term investments. The City will attempt to match its investments with anticipated cash flow requirements. Liquidity is necessary to pay for recurring operations. Maturities should not be extended beyond the dates necessary to meet these projected liquidity needs and should be staggered in such a way that avoids

over concentration in a specific maturity sector. Extended maturities may be utilized to take advantage of higher yields; however, no more than 20% of the total investment portfolio should extend beyond five (5) years and in no circumstance should any extend beyond ten (10) years.

The portfolio will reflect diversity by class of maturity and issuer. The following limits are imposed for investments of a specific class:

- i. **Commercial Paper:** At any one time, no more than 20% of the total portfolio shall consist of commercial paper investments. Maximum holdings for any one issuer of commercial paper will be 5% of the total portfolio.
- ii. **Certificates of Deposit:** At any one time, no more than 70% of the total portfolio shall consist of certificates of deposit. Maximum holdings for any one issuer of a certificate of deposit will be \$250,000, or the amount insured by the Federal Deposit Insurance Corporation (FDIC), unless collateral is provided in accordance with this policy and Minnesota Statute Chapter 118. Maximum holdings for any one issuer of collateralized certificates of deposit will be 5% of the total portfolio.
- iii. **Government Securities:** At any one time, no more than 70% of the total portfolio shall be invested in obligations of the federal government or its agencies.
- iv. **Repurchase Agreements:** At any one time, no more than 5% of the total portfolio shall be invested in repurchase agreements.
- v. **State or Local Government Securities:** At any one time, no more than 50% of the total portfolio shall be invested in State or local government securities. Maximum holdings for any one issuer of state or local government securities will be 10% of the total portfolio.
- vi. **Money Market Funds:** At any one time, no more than 70% of the total portfolio shall be invested in authorized money market mutual funds.

M. Investment Reporting

The Finance Director shall prepare an investment report at least quarterly, including a management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. The investment reporting function shall include requirements for budgetary reporting, interim reporting, internal reporting, and annual reporting.

- i. **Budgetary Reporting:** As part of the annual budget, interest income shall be estimated for all funds based on a formal cash flow forecast. This forecast shall take into account the historical pattern

of inflows and outflows of general fund cash, the adopted fiscal policies and any other pertinent factors affecting cash flow. The budget document shall explicitly state the assumptions of the cash flow forecast, the assumed interest rate on short-term investment and the interest estimated for any long-term investments.

- ii. **Interim Reporting:** The investment portfolios for the City funds shall be provided to the Council with the periodic budget versus actual reports. These reports shall be sequenced by maturity and shall state the type of investment, annualized rate of return based on the daily interest amount. The Finance Director shall summarize any changes in investment strategy or anticipated variances from the investment income budgeted as part of monthly reporting process.
- iii. **Internal Reporting:** Finance Department procedures shall ensure that investment portfolios are maintained on the City's records system on a daily basis and available to management or the City Council at any time. Management shall be provided investment portfolios monthly together with their budget versus actual reports.
- iv. **Annual Reporting:** Within 90 days of the City's fiscal year-end, the Finance Director shall prepare a written comprehensive fiscal report on the investment program and investment activity. This report shall include:
 - a. A summary of the investment activity and rate of return for the fiscal year then ended;
 - b. A discussion of how the year's investment activity compares to the stated objectives and the budgeted amount;
 - c. A detailed comparison of book yield with other benchmarks. Benchmarks for comparison may include: the Minnesota Municipal Money Market fund; other state investment pools that have similar investment restrictions; treasury bill rates that are indicative of a strictly passive investment strategy; performance indexes, as set forth in the Government Finance Officers' monthly publication of the Public Investor (e.g. the 10 bill index); or any other index that may be deemed appropriate;
 - d. A discussion of the outlook for interest rates and the economic trend for the upcoming year, investment strategies to be implemented and budgetary expectations for investment income.

N. Investment Committee

The City Council may appoint an investment committee to serve at its pleasure. The mission of the committee shall be to monitor the City's investment portfolio and make recommendations to the Finance Director and City Manager. The committee shall consist of five members defined as follows: the City Finance Director, the City Manager, two City Council members, and one member of the community who has a background in public finance and no financial connection with the City. The Finance Director shall serve as the facilitator of the committee. The committee shall meet as often as it sees fit, but no less than once per year and no more than once per quarter.

O. Interest Earnings

Interest earnings will be credited to all major funds with a positive cash balance at the end of each month, based on the average cash balances during that month. Market value adjustments will be credited to the source of the invested monies monthly based on the average cash balances during that month. The City will use the average yield of the one-year Treasury note as a benchmark for performance comparisons.

P. Conclusion

The intent of this policy is to ensure the safety of all City funds. The main goal of the City will be to achieve a benchmark rate of return while maintaining the safety of its principal.

3. RESERVES POLICY

A. Purpose

It is important for the financial stability of the City to maintain reserve funds for unanticipated expenditures or unforeseen emergencies, as well as to provide adequate working capital for current operating needs to avoid short-term borrowing. The Reserve Policy of the City is managed closely with the City's Debt Management Policy. The City may choose to consider paying cash for capital projects that can be anticipated and planned for in advance. Therefore the City's reserve levels fluctuate, in part, based on capital project plans.

In establishing an appropriate fund balance, the City needs to consider the demands of cash flow, capital asset purchases, need for emergency reserves, ability to manage fluctuations of major revenue sources, credit rating and long-term fiscal health.

B. Classifications

Fund balances in governmental funds are reported in classifications that disclose constraints for which amounts in those funds can be spent. These fund balance classifications apply to governmental funds:

- i. **Nonspendable:** Consists of amounts that are not in spendable form, such as inventories and prepaid items.
- ii. **Restricted:** Consists of amounts related to externally imposed constraints, established by creditors, grantors or regulatory agencies.
- iii. **Committed:** Consists of amounts that have internally imposed constraints, established by resolution of the City Council. The committed amounts cannot be used for any other purpose unless the Council removes or changes the specified use by resolution of the City Council.
- iv. **Assigned:** Consists of amounts that are intended to be used for a specific purpose; intent can be expressed by the City Council or by a delegate of the City Council.
- v. **Unassigned:** Consists of the residual classification for the General Fund and also reflects negative residual amounts in other funds.

C. Authorization

The City Council authorizes the Finance Director and/or City Manager to assign fund balance that reflects the City's intended use of the specified funds. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then use unrestricted resources as needed. When unrestricted resources are available for use, it is the City's policy to use resources in the following order: 1) committed, 2) assigned, 3) unassigned.

D. Fund Balance Policies

- i. **General Fund:** The General Fund is established to account for all revenues and expenditures which are not required to be accounted for in other funds. Revenue sources include property taxes, license and permit fees, fines and forfeits, program revenues, intergovernmental revenues, investment earnings, and transfers in. The General Fund's resources finance a wide range of functions, including the operations of general government, public safety, and public works. The General Fund may have committed fund balances at year-end for purchase order encumbrances and budget carryovers. The General Fund may have a portion of its fund balance classified as nonspendable if there are long-term receivables, inventories, or prepaid items. The General Fund is the only fund that can have any unassigned fund balance. The City's unassigned fund balance in the General Fund shall be maintained at a minimum level of 41.67%, with a desired level of 50%, of annual general fund operating expenditures.
- ii. **Special Revenue Funds:** Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. Governmental accounting standards require that substantial inflows of revenues into a special revenue fund be either restricted or committed in order for the fund to be considered a special revenue fund. The City will maintain fund balances in the Special Revenue Funds at a level which will avoid issuing short-term debt to meet the cash flow needs of the current operating budget.
- iii. **Debt Service Funds:** Debt service fund balances are considered restricted. The resources being accumulated in the funds are for payments of principal and interest maturing in current and future years. The City's fund balance in the Debt Service fund shall be at a minimum level of 50% of annual debt service expenditures. Because the majority of annual debt service is paid on February 1 and August 1 of each year, funds must be available for payment of February 1 debt service.
- iv. **Capital Project Funds:** Capital project fund balances are considered restricted or committed. The resources being accumulated are for current and future projects. Capital project funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital assets. The fund balances in these funds within the Capital Improvement budget vary annually based upon the timing of construction projects. The City will maintain reserves in the Capital Project Funds at a

minimum level sufficient to provide adequate working capital for current expenditure needs. The maximum amount of reserves should include the amount necessary to pay for future capital projects. Future capital projects must be identified and quantified in a written finance plan for the fund in the City's annual budget document.

- v. **Enterprise Funds:** The City will maintain reserves in the Enterprise Funds at a minimum level sufficient to provide adequate working capital for current expenditure needs. Generally, the City shall strive for a minimum of 3-months operating cash in these funds. The maximum amount of reserves should include the amount necessary to pay for future capital needs. Future capital projects must be identified and quantified in a written finance plan for the fund in the City's annual budget document. Rates and fees in these funds will be analyzed annually for a five-year period to provide for level rate changes. Enterprise Fund net position (equity) will be classified in one of the following categories:

a. Net Investment in Capital Assets

The component of net position, which is the difference between the Assets and deferred outflows of resources and the Liabilities and deferred inflows of resources of Enterprise Funds, that consists of capital assets less both accumulated depreciation and the outstanding balance of debt that is directly attributable to the acquisition, construction or improvement of the capital assets.

b. Restricted

The component of net position that consists of assets with constraints placed on their use by either external parties or through constitutional provisions or enabling legislation.

c. Unrestricted

The difference between the Assets and deferred outflows of resources and the Liabilities, deferred inflows of resources and net position of Enterprise Funds that is not reported as net investment in capital assets or restricted net position.

- vi. **Internal Service Funds:** These funds are used to allocate common costs among the various funds and programs of the city. Deficits and surpluses are allowed however the goal is to maintain reserves at 10% of budgeted expenditures.

- vii. **Stabilization Arrangements:** Stabilization arrangements are

defined as setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise. The City will set aside amounts by resolution as deemed necessary that can only be expended when certain circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

- viii. **Committed Specific Revenue Sources in Special Revenue Funds:** The specific revenue source of each special revenue fund and the specific purposes for which they are committed are as follows, less any amounts that are classified as nonspendable or restricted by their nature:

Special Revenue Fund	Specific Revenue Sources	Committed For
Charitable Gambling Tax	Charitable Gambling Taxes	Economic Development
Fire Training Fund	100% of Fund Balance	Public Safety
Police Services	100% of Fund Balance	Public Safety
Tree Preservation	100% of Fund Balance	Public Works
Communications	100% of Fund Balance	Communications
Maplewood EDA	100% of Fund Balance	Economic Development

The State and Federal Grants Funds are subject to externally enforceable legal restrictions and are classified as restricted.

4. BUDGET POLICY

A. Purpose

The budget is the annual financial plan for funding the costs of City services and programs. The governmental budget includes the General Fund, Special Revenue Funds, and Capital Project Funds. Enterprise operations are budgeted in separate Enterprise Funds.

B. Balanced Budget

The City Manager shall submit a balanced budget for the General Fund in which appropriations shall not exceed the total of the estimated revenues and available fund balance.

Balanced budget is defined as a budget in which current revenues plus net operating transfers and one-time use of excess reserves will be sufficient to support budgeted expenditures. One-time revenues or use of excess reserves will not be used to fund on-going expenditures. One-time funding sources shall only be used to fund capital improvements, equipment, one-time expenditures, or to improve fund balance. The City will provide for all current expenditures with current revenues.

The City will avoid all budgetary procedures that balance current expenditures at the expense of meeting future years' budgets, such as postponing expenditures, rolling over short-term debt, and using reserves to balance the operating budget.

Each fund should maintain a fund balance at a level that will provide a positive cash balance through the fiscal year.

C. Budget Period

The City's budget year is the calendar year. The City legally adopts an annual budget for the General Fund. Budgets for Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, and Internal Service Funds are adopted for management purposes only.

The budget is prepared in accordance with timeframes established by State Statute, which includes a public hearing to allow the taxpayers an opportunity to express their views on the proposed budget.

D. Basis of Budgeting

The modified accrual basis is used for all Governmental Funds in the budget. The accrual basis is used for the budgets of the Enterprise Funds and Internal Service Funds. The basis of budgeting is the same as the basis of accounting

used in the City's audited financial statements.

E. Budget Amendment Process

Budget appropriations are by department total within the General Fund rather than by account. Budget changes that involve the transfer of appropriations among accounts only require the approval of the City Manager or designee. Council approval is required for budget changes that involve a transfer of appropriations between funds or from contingency accounts. The budget changes can be made at any Council meeting.

For budget changes that can be approved by the City Manager or designee, the department head must complete a budget transfer request form on which the following is indicated: budget transfer amount, accounts involved, purpose, justification, date approved by department head, and department head initials. This form is submitted to the Finance Director for review. Upon approval by the Finance Director, a copy of the form is given to the department head.

F. Long-Term Financial Forecasts

The City Manager will coordinate the development of the five-year capital improvement plan budget and ten-year outlook with the development of the operating budget. Operating costs associated with new capital improvements will be projected and included in future operating budget forecasts.

The budget will provide for adequate maintenance of the capital plant and equipment, and for their orderly replacement. The impact on the operating budget from any new programs or activities being proposed should be minimized by providing funding with newly created revenues whenever possible.

G. Budget Form and Information

Excess revenues from a specific fiscal year will be placed into the City's reserves in a manner consistent with the City's fund balance reserve policies. The operating budget will describe the goals to be achieved and the services and programs to be delivered for the level of funding.

All unencumbered appropriations for the City's operating budget lapse at year-end. Amounts reserved for encumbrances are classified as assigned fund balance. Budget carryovers from a prior fiscal year are not allowed, except for projects tied to a contractual agreement. All other requests for carryovers must be approved by the City Manager, Finance Director and City Council.

The Maplewood budget document addresses four general areas:

- i. Policy Document – the budget includes a budget message articulating

strategic priorities as established by the City Council. It describes the budget and financial policies, and addresses long-term concerns and issues. By revealing the anticipated revenues, operating expenditures, capital expenditures and discretionary expenditures for public services, the annual budget provides a roadmap of the City's priorities and funding principles.

- ii. Operations Guide – the budget document provides an explanation of departmental responsibilities and the budgeted spending limitations for the year. This allows users of the budget document to see the funding level for each spending unit within the city and the purposes for the allocation.
- iii. Financial Plan – the budget provides financial control by establishing spending limitations within each scope of activity. The budget outlines how financial resources will be allocated over the next year between programs.
- iv. Communications Device – the budget document is a tool to present financial information to both internal and external users. The document is user-friendly and is designed to enhance the users' understanding of major issues that impact the City budget.

H. Level of Control

The City Manager will ensure that a budgetary control system is in place to adhere to the adopted budget. The City Manager may approve the transfer of budget amounts between accounts within a department's budget. City Council approval is required for any increase in a department's budget. The budget changes can be made at any Council meeting. The legal level of budgetary control is at the department level in budgeted funds.

I. Performance Measurement

The Finance Department will provide regular monthly reports comparing actual revenues and expenditures to the budgeted amounts. Department heads are responsible for reviewing their budgets on a monthly basis and investigating unusual variances.

Each year the City will strive to obtain the Government Finance Officers Association Distinguished Budget Award.

The City's annual Budget is available to citizens and the public upon request and on the City's website. The City shall maintain transparency and accountability of its financial resources and assets.

5. ACCOUNTS PAYABLE AND EFT PAYMENTS POLICY

A. Purpose

The purpose of this policy is to ensure that payments are initiated, executed, and handled in a secure manner and to ensure that adequate banking controls are maintained.

B. Scope

This policy shall govern the use of EFT (Electronic Funds Transfers) and establish financial controls and management procedures for all payments. Payments are made by check or EFT. Examples of EFT payments include Automated Clearing House (ACH) transfers and wire payments.

C. Procedures

EFT:

- i. The use of EFT for payments shall be preferred when a credit card is not used.
- ii. Payroll and payroll taxes will be paid and submitted by EFT;
- iii. The procedures to initiate, approve, record and report an EFT payment are subject to the same financial policies, procedures, and controls that govern disbursements made by any other means.
- iv. Vendors requesting EFT payments will provide banking information on a form provided by the City. Accounts Payable staff will confirm the banking instructions with the vendor to prevent fraud and strengthen the integrity of the data. Vendors must complete and return a Form W-9 "Request for Taxpayer Identification Number and Certification" to the Finance Department.
- v. All EFT payments will be initiated by secure computer-based systems. Phone transfers will only be used if approved in advance by the Finance Director or another authorized representative other than the initiator.
- vi. The mechanism by which EFT payment requests are communicated to the disbursing bank will have adequate controls to prevent unauthorized access. These controls should include password protected user accounts, Personal Identification Numbers (PIN's) and a designated administrator.
- vii. The Finance Director will designate a primary administrator to manage and control access to the systems used to process EFT transactions. The administrator shall ensure that adequate separation of duties exists in accordance with accepted internal control standards. In addition, the administrator shall ensure approval and maintenance of user system ID's and user permissions, including authorized representatives and their associated transfer limits.
- viii. For recurring EFT payments, the administrator will coordinate the establishment of a template with receiving and disbursing bank information that may not be altered

without the approval of two authorized signatures.

- ix. Bank activity will be monitored daily for unusual or unexpected transactions.
- x. Reconciliation of bank activity to the general ledger will be performed in a timely manner with all exceptions resolved.

Check Disbursements:

- i. All new vendors must be authorized by the Assistant Finance Director or Finance Director. Qualified vendors must complete and return a Form W-9 "Request for Taxpayer Identification Number and Certification" to the Finance Department.
 - ii. Payments are to be made on original invoices received from vendors. Payments are not to be made based on statements from vendors.
 - iii. The Accounts Payable staff will verify the information contained on the invoice, including the vendor name, address, purchase order, and amount.
 - iv. Qualified claims will be paid within 30 days of receipt.
 - v. Invoices will be submitted and paid according to the timeline established by the Finance Department.
 - vi. Checks will not be issued to "Cash".
 - vii. All claims must be verified by the person who placed the order and approved through the City's established approval process.
 - viii. The Finance Department will separate roles and responsibilities of employees performing accounts payable duties to ensure appropriate segregation of duties, in an attempt to reduce the risk of fraud and error.
 - ix. Positive pay will be utilized for all payments made by check.
 - x. Reconciliation of bank activity to the general ledger will be performed in a timely manner with all exceptions resolved.
- All paid claims will be reported to the City Council in accordance with established City policies. Each year vendors who have received payment from the City are issued a 1099 form, notifying them of the amount the City will report to the Internal Revenue Service (IRS) when combined payments exceed the IRS threshold.

6. CAPITAL IMPROVEMENT PLAN POLICY

A. Purpose

The demand for services and the cost of building and maintaining the City's infrastructure continues to increase. The City cannot afford to accomplish every project or meet every service demand. Therefore, a methodology must be employed that provides a realistic projection of community needs, the meeting of those needs, and a framework to support City Council prioritization of those needs. That is the broad purpose of the CIP.

B. Scope

The CIP includes the scheduling of public improvements for the community over a five-year period and takes into account the community's financial capabilities as well as its goals and priorities. A "capital improvement" is defined as any major nonrecurring expenditure for physical facilities of government. Typical expenditures are the cost of land acquisition or interest in land, construction of roads, utilities and parks. Vehicles and equipment can be covered in a CIP or covered separately under an equipment schedule. The CIP is directly linked to goals and policies, land use, and community facility sections of the Comprehensive Plan since these sections indicate general policy of development, redevelopment, and maintenance of the community.

C. CIP Development Process

- Compile and prioritize projects. Staff will consolidate and prioritize recommended projects into the proposed Capital Improvement Plan.
- Devise proposed funding sources for proposed projects. Proposed funding sources will be clearly stated for each project.
- Project and analyze total debt service related to the total debt of the City.
- A debt study will be provided, summarizing the combined property tax impact of all the existing and proposed debt.

On an annual basis, the City Council will evaluate the proposed CIP for the following:

- Project Prioritization;
- Funding Source Acceptability;
- Acceptable Financial Impact on Tax Levy, Total Debt, and Utility Rate Levels;
- The City should annually consider a variety of financing options, including issuing equipment certificates, cash financing, tax-exempt leasing, or direct bank investment as appropriate financing mechanisms to meet capital needs.

7. ECONOMIC DEVELOPMENT AUTHORITY POLICY

A. Purpose

The Economic Development Authority (EDA) was created by the City Council, who acted to appoint the members of the City council to serve as the Board of Commissioners. Under M.S. Chapter 469, Economic Development, cities are permitted to establish an EDA. M.S. § 469.107 gives authority to the City Council to levy a tax up to 0.01813 percent of estimated market value in the City. The Revenue Management Policy of the City, as included in this Financial Management Plan, sets policy for when a tax levy may be considered. The EDA is subject to the statutory levy limits of the City. This policy section establishes the amount of tax levy that will be considered for the EDA.

B. Funding

The City Council may annually appropriate money to the EDA from a tax levy or other available source. The appropriation can be equivalent to the maximum that could be provided by a tax levy for economic development purposes. The annual tax levy shall be set based on the amount needed when combined with other available sources achieves the funding level set by this policy.

To provide other sources (non-tax) of funding to the EDA, the City Council shall annually review the fund balance in the General Fund to determine whether sufficient unreserved fund balance is available for transfer from the General Fund to the EDA. The decision shall be made at the time the annual EDA tax levy is established. If other sources of revenue are not available, the EDA may request the tax levy at the maximum allowed.

C. Procedure for Using Funds

Expenditures may be made from the EDA based on the following criteria:

1. The EDA appropriates the funds as part of the annual budget, or
2. The EDA authorizes an amendment to the EDA budget outside the annual appropriation process.

8. DEBT MANAGEMENT POLICY

A. Purpose

The purpose of the debt policy is to ensure that debt is used wisely and that future financial flexibility remains relatively unconstrained. Debt is an important mechanism to fund capital expenditures. It can reduce long-term costs due to inflation, prevent lost opportunities, and equalize the costs of improvements to present and future constituencies.

Debt management is an integral part of the financial management of the City. Adequate resources must be provided for the repayment of debt, and the level of debt incurred by the City must be effectively controlled to amounts that are manageable and within levels that will maintain or enhance the City's credit rating.

A goal of debt management is to stabilize the overall debt burden and future tax levy requirements to ensure that issued debt is repaid and to prevent default on any municipal debt. A high debt level places a financial burden on taxpayers and can create economic problems for the community.

The debt policies ensure that the City's outstanding debt does not weaken the City's financial structure, provides manageable limits on debt, and allows for the best possible credit rating.

B. Policy

Wise and prudent use of debt provides fiscal and service advantages. Overuse of debt places a burden on the fiscal resources of the City and its taxpayers. The following guidelines provide a framework and limit on debt utilization:

i. Conditions for Issuance

- a. The City will confine long-term borrowing to capital improvements, equipment, or projects that have a life of at least five years and cannot be financed from current revenues.
- b. Net general obligation debt will not exceed the statutory limit of 3% of the estimated market value of taxable property in the City, as required by M.S. § 475.53.
- c. The City shall use a competitive bidding process for the sale of debt unless the use of a negotiated process is warranted due to adverse market conditions, timing requirements, or a unique pledge or debt structure. The City will award competitively issued debt on the true interest cost (TIC) basis.
- d. The City should strongly consider market conditions (i.e.,

interest rates, construction market) when planning for the issuance of debt. The City should consider issuing debt, rather than paying cash, when interest rates are lower.

- e. Debt should be structured in a manner that distributes costs and benefits appropriately. Intergenerational equity aspects should be considered when financing capital assets. The debt payments should be distributed over the useful life of the asset.
- f. Long-term forecasts should support the assumption that the City will be able to repay the debt without causing financial distress.
- g. Interfund borrowing for periods of more than one year shall only be undertaken for capital expenditures. A payment schedule for the borrowed amounts shall be established by the City Council. Interest charges for interfund loans utilizing tax increment bonds will be in accordance with Minnesota Statutes, §469.178, Subd 7.

ii. Restrictions on Debt Issuance

- a. Where possible, the City will issue revenue (including general obligation backed revenue) or other self-supporting type bonds instead of general obligation bonds.
- b. The City will not use long-term debt for current operations.
- c. The City should not issue debt with a longer amortization period than the life of the asset being financed.
- d. When possible, the City should use pay-as-you-go financing for equipment and other minor capital assets.

iii. Financial Limitations

- a. The City will strive to keep the total maturity length of general obligation bonds below 20 years and structure the bonds to allow for retirement of at least 50% of the principal within 2/3 of the term of the bond issue.
- b. Bond rating categories shall be used as a means of assessing the City's financial condition. The City will strive to achieve and maintain a ratio of governmental funds debt service to expenditures that will result in an adequate, or better than adequate, debt and contingent liability profile rating from the rating agencies.

- c. The City will strive to limit the amount of net direct outstanding debt at or below the range of \$900 not to exceed \$1,425 per capita.
- d. The City will maintain regular communications with bond rating agencies about its financial condition and will follow a policy of full disclosure in every financial report and bond statement. The City will comply with Securities and Exchange Commission (SEC) reporting requirements.
- e. The City is committed to providing continuing disclosure to certain financial and operating data and material event notices as required by Securities and Exchange Commission (SEC) Rule 15c2-12. The Finance Department shall be responsible for the preparation of all disclosure documents and releases required under Rule 15c2-12.
- f. When feasible, the City will use refunding mechanisms to reduce interest costs and evaluate the use of debt reserves to lower overall annual debt service. Refunding of outstanding debt shall only be considered when present value savings of at least 3.0% of the principal amount of the refunded bonds are produced, according to Minnesota statutes. Savings from refundings will be distributed evenly over the life of the refunded bonds unless special circumstances warrant a different savings structure.
- g. Retirement funds will be examined annually to ensure adequate balances and funding progress.
- h. The City should maintain the highest credit rating possible.

iv. Professional Service Providers

- a. Municipal financial advisors should be selected through a process of evaluating formal proposals every 5-10 years. Selection should be based on, but not limited to, experience with the type, size, and structure of the bonds typically issued, ability to commit sufficient time to accomplish necessary tasks, and lack of potential conflicts of interest.
- b. Proposals for bond counsel should be solicited and considered on an occasional or as-needed basis. Consideration should be given to experience with municipal debt, ability to commit sufficient time to accomplish necessary tasks, and lack of potential conflicts of interest.

- c. For compliance review, an arbitrage specialist should be retained. The arbitrage specialist may be the City's municipal advisor, or may be solicited for on a periodic basis.
- d. The City should strategically maintain good relations with rating agencies and a positive perception in the marketplace.

C. Conduit Debt Policy

The City of Maplewood is granted the power to issue conduit revenue bonds and other conduit revenue obligations under Minnesota Statutes, Section 469.152-469.165, as amended, and Minnesota Statutes, Chapter 462C, as amended. The Maplewood City Council, being aware that such financing may prevent the emergence of blighted land, excessive unemployment and the need for redevelopment financing from the State and Federal governments, has expressed its support for the use of such financing but has reserved the right to approve or reject projects on a case-by-case basis. The following criteria have been developed as a guide for review of applications:

i. Criteria

- a. The project is to be compatible with the overall development plans and objectives of the City and neighborhood where the project is located.
- b. New businesses locating in Maplewood must show new tax base being generated by the project.
- c. Locating in areas of the City that the City wishes to develop, redevelop, or which in any way complements any development plans or policy of the City, will constitute a prime purpose under these guidelines. It is also the City's intent to assist in business expansions or relocations within the City where it can be shown that such would have a substantial, favorable impact on employment, tax base, or both.
- d. It is the City's intent to assist new or existing businesses in the acquisition of existing facilities, where such acquisition will maintain the stability of the tax base, employment, or both.
- e. The project must not put a burden on existing City services or utilities beyond that which can be reasonably and economically accommodated.
- f. The applicant (and/or the lessee) must show sufficient equity in the project. Applicant must provide a copies of all financing agreements for review by the City.

- g. The credit rating and method of offering conduit* bonds or notes of the City are important considerations. The City will not entertain applications for such financings unless (i) the debt is rated investment grade by a nationally recognized rating agency or (ii) the debt is sold in a private placement. Debt will be considered sold in a private placement (i) if no advertising or solicitation of the general public occurs, and (ii) if the bonds are initially sold to not more than ten purchasers (not including any underwriter or placement agent as a purchaser) and (iii) the City receives written certification from each initial purchaser (or each underwriter or placement agent based on its reasonable belief) that: (a) such purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and the risks of the debt, and (b) such purchaser is not purchasing for more than one account or with a view to distributing the debt. In addition, for a private placement either (a) all bonds or notes (except for one bond or note) must remain in minimum denominations of not less than \$100,000, with the exception of charter schools which may have minimum denominations of \$25,000 or (b) investment letters from not only each initial purchaser, but from any subsequent purchaser must be obtained which contains the above described certifications from the purchasers. Any offering material for a private placement must prominently state in effect that: "THE CITY OF MAPLEWOOD HAS NOT ASSUMED ANY RESPONSIBILITY TO REVIEW THIS OFFERING MATERIAL AND HAS NO RESPONSIBILITY FOR ITS ACCURACY OR COMPLETENESS. THE CITY HAS NO FINANCIAL OBLIGATION OF ANY NATURE WITH RESPECT TO THE OFFERED BONDS." Finally, to qualify as a private placement the financing documents must require annual financial statements from the benefited private party (or the ultimate provider of credit) to be delivered to each investor (or a trustee).

*The term "conduit" refers to any type of City revenue obligation the proceeds of which are loaned to a private party and for which the City has no financial obligation.

- h. Applications for acquisition of or replacement of machinery and equipment will be discouraged unless in conjunction with a totally new business in Maplewood, a physical plant expansion of an existing business, or where it is shown that the equipment acquisition is essential to the continued operation of the business in Maplewood. Also, it is the City's intent to assist where possible in the acquisition of pollution control equipment for any new or existing business being required to meet mandated standards.
- i. At the request of a conduit borrower, the City Council may grant host approval, as defined in Treasury Regulations, Section 5f.103-2(c)(3) for conduit bonds proposed to be issued by a conduit issuer, other

- than the City or the EDA, with respect to bond-financed facilities located in or to be located in the City. The host approval fee shall be in accordance with the fee schedule in effect at the time the City Council grants host approval.
- j. A further permitted use under these guidelines are projects, whether profit or nonprofit, engaged in providing health care services, including hospitals, nursing homes, and related medical facilities, when either of the following findings can be made:
- Number of new jobs is increased.
 - The project would provide a facility or service considered desirable or necessary by the community.

The following procedures facilitate the application for financing:

ii. Procedures

- a. The applicant shall make an application for financing on forms available from the Finance Department of the City of Maplewood. The completed application is to be returned to the Finance Director, accompanied by the processing fee, whereupon the application will be forwarded to the City Council with a staff recommendation. Specific findings shall be made and recited regarding the criteria as well as satisfaction of public purposes of the applicable statutes.
- b. The application cannot be considered by the City until tentative City Code findings and requirements have been made with respect to zoning, building plans, platting, streets and utility services.
- c. The applicant is to select qualified financial consultants and/or underwriters, as well as legal counsel, to prepare all necessary documents and materials. The City may rely on the opinion of such experts and the application shall be accompanied by a financial analysis (pro forma income statement, debt service coverage, mortgage terms, etc.) by the underwriter as to the economic feasibility of the project and the underwriter's ability to market the financing. Financial material submitted is to also include most recent fiscal year-end, audited, financial statements of the applicant and/or of any major lessee tenant, if readily available.
- d. Further, in the case of the tax exempt mortgage placements, the applicant will be required to furnish the City, before passage of the Final Resolution, a comfort letter (but not necessarily a letter of commitment) from the lending institution, to the effect that said lending institution has reviewed the economic feasibility of the project, including the financial responsibility of the guarantors and find that, in their professional judgment, it is an economically viable project.

- e. The applicant shall furnish with the application, a description of the project, plat plan, rendering of proposed building, etc., and a brief description of the applicant company, all in such form as shall be required at the time of application. This data, as necessary, may be furnished to members of the City Council as background information.
- f. If an allocation of bonding authority is required under Minnesota Statutes, Chapter 474A, as amended, the applicant shall be required to pay any required application fee and provide any required application deposit as specified in Chapter 474A, without regard to whether the application fee or deposit will be refunded.
- g. The applicant shall covenant in the applicable conduit bond documents to comply with all applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Treasury Regulations, including, but not limited to: (i) the arbitrage and rebate requirements of Section 148 of the Code; and (ii) the qualified bonds provisions of Sections 141(e), 142, 143, 144, and 145 of the Code. The applicant shall be the party responsible for monitoring the conduit bonds for compliance with such requirements and to remediate nonqualified bonds in accordance with the requirements of the Code and applicable Treasury Regulations. The applicant shall be the party responsible for monitoring compliance with the requirements of Section 148 of the Code.
- h. The applicant shall covenant in the applicable conduit bond documents to reimburse the City for all costs paid or incurred by the City (including the fees of attorneys, financial advisors, accountants, and other advisors) as a result of the City's response to or compliance with an audit, inspection, or compliance check (random or otherwise), by the Internal Revenue Service, the Minnesota Department of Revenue, the Minnesota Office of the State Auditor, or any other governmental agency with respect to the conduit bonds or the project financed with the proceeds of the conduit bonds.

The following administrative fees and provisions apply to the application for financing:

iii. Administrative Fees and Provisions

- a. The City Council reserves the right to deny any application for financing at any stage of the proceedings prior to adopting the final resolution authorizing issuance of the industrial development financing. The City Council may waive any provision of this Conduit Bonds Policy if the City Council determines that such waiver is in the best interests of the City.

- b. The City is to be reimbursed, and held harmless, for and from any out-of-pocket costs related to the actual or proposed issuance of conduit revenue bonds. In addition, a nonrefundable processing fee of \$2,500 must be submitted with the application. Upon closing, an administrative fee is due and payable to the City based on the following schedule:

On the first \$20,000,000	.50% of par
On portion in excess of \$20,000,000	.10% of par

- c. In the case of a refinancing, the fee shall be calculated at 50% of the above schedule. The City will be reimbursed for any technical changes to a bond issue previously issued at 25% of the above schedule.
- d. Administrative fees collected in connection with the issuance of conduit debt shall be deposited in the EDA Fund. The processing fee shall be deposited in the General Fund.
- e. All applications and supporting materials and documents shall remain the property of the City. Note that all such materials may be subject to disclosure and/or public review under applicable provisions of State law.
- f. The Finance Department shall, report all conduit debt issues in the Comprehensive Annual Financial Report in accordance with Generally Accepted Accounting Principles and shall report any material events with regard to all conduit debt issued by the City, and still outstanding, to the City Council.
- g. The applicant will be responsible for providing the City any required arbitrage reports, continuing disclosure reports, and annual financial statements after the issuance of the debt.

D. Post-Issuance Compliance Policy for Tax-Exempt Governmental Bonds

The City of Maplewood issues tax-exempt governmental bonds to finance capital improvements. As an issuer of tax-exempt governmental bonds, the City is required by the terms of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"), to take certain actions subsequent to the issuance of such bonds to ensure the continuing tax-exempt status of such bonds. In addition, Section 6001 of the Code and Section 1.6001-1(a) of the Treasury Regulations, impose record retention requirements on the City with respect to its tax-exempt governmental bonds. This Post- Issuance

Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the “Policy”) has been approved and adopted by the City to ensure that the City complies with its post-issuance compliance obligations under applicable provisions of the Code and Treasury Regulations.

- i. **Effective Date and Term.** The effective date of this Policy is the date of approval by the City Council of the City and shall remain in effect until superseded or terminated by action of the City Council of the City. This Policy amends and restates the Post- Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds adopted by the City Council of the City on June 10, 2012.
- ii. **Responsible Parties.** The Finance Director of the City shall be the party primarily responsible for ensuring that the City successfully carries out its post-issuance compliance requirements under applicable provisions of the Code and Treasury Regulations. The Finance Director will be assisted by the staff of the Finance Department of the City and by other City staff and officials when appropriate. The Finance Director of the City will also be assisted in carrying out post-issuance compliance requirements by the following organizations:
 - a. Bond Counsel (the law firm primarily responsible for providing bond counsel services for the City);
 - b. Municipal Advisor (the organization primarily responsible for providing financial advisor services to the City);
 - c. Paying Agent (the person, organization, or City officer primarily responsible for providing paying agent services for the City); and
 - d. Rebate Analyst (the organization primarily responsible for providing rebate analyst services for the City).

The Finance Director shall be responsible for assigning post-issuance compliance responsibilities to members of the Finance Department, other staff of the City, Bond Counsel, Paying Agent, and Rebate Analyst. The Finance Director shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance compliance requirements of the City. The Finance Director shall provide training and educational resources to City staff who are responsible for ensuring compliance with any portion of the post-issuance compliance requirements of this Policy.

- iii. **Post-Issuance Compliance Actions.** The Finance Director shall take the following post- issuance compliance actions or shall verify

that the following post-issuance compliance actions have been taken on behalf of the City with respect to each issue of tax-exempt governmental bonds issued by the City:

- a. The Finance Director shall prepare a transcript of principal documents (this action will be the primary responsibility of Bond Counsel).
- b. The Finance Director shall file with the Internal Revenue Service (the "IRS"), within the time limit imposed by Section 149(e) of the Code and applicable Treasury Regulations, an Information Return for Tax-Exempt Governmental Obligations, Form 8038-G (this action will be the primary responsibility of Bond Counsel).
- c. The Finance Director shall prepare an "allocation memorandum" for each issue of tax-exempt governmental bonds in accordance with the provisions of Treasury Regulations, Section 1.148-6(d)(1), that accounts for the allocation of the proceeds of the tax-exempt bonds to expenditures not later than the earlier of:
 - eighteen (18) months after the later of (A) the date the expenditure is paid, or (B) the date the project, if any, that is financed by the tax-exempt bond issue is placed in service; or
 - the date sixty (60) days after the earlier of (A) the fifth anniversary of the issue date of the tax-exempt bond issue, or (B) the date sixty (60) days after the retirement of the tax-exempt bond issue.

Preparation of the allocation memorandum will be the primary responsibility of the Finance Director (in consultation with the Municipal Advisor and Bond Counsel).

- d. The Finance Director, in consultation with Bond Counsel, shall identify proceeds of tax-exempt governmental bonds that must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.
- e. In consultation with Bond Counsel, the Finance Director shall determine whether the City is subject to the rebate requirements of Section 148(f) of the Code with respect to

each issue of tax-exempt governmental bonds. In consultation with Bond Counsel, the Finance Director shall determine, with respect to each issue of tax-exempt governmental bonds of the City, whether the City is eligible for any of the temporary periods for unrestricted investments and is eligible for any of the spending exceptions to the rebate requirements. The Finance Director shall contact the Rebate Analyst (and, if appropriate, Bond Counsel) prior to the fifth anniversary of the date of issuance of each issue of tax-exempt governmental bonds of the City and each fifth anniversary thereafter to arrange for calculations of the rebate requirements with respect to such tax-exempt governmental bonds. If a rebate payment is required to be paid by the City, the Finance Director shall prepare or cause to be prepared the Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, Form 8038-T, and submit such Form 8038-T to the IRS with the required rebate payment. If the City is authorized to recover a rebate payment previously paid, the Finance Director shall prepare or cause to be prepared the Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, Form 8038-R, with respect to such rebate recovery, and submit such Form 8038-R to the IRS.

- iv. **Procedures for Monitoring, Verification, and Inspections.** The Finance Director shall institute such procedures as the Finance Director shall deem necessary and appropriate to monitor the use of the proceeds of tax-exempt governmental bonds issued by the City, to verify that certain post-issuance compliance actions have been taken by the City, and to provide for the inspection of the facilities financed with the proceeds of such bonds. At a minimum, the Finance Director shall establish the following procedures:
- a. The Finance Director shall monitor the use of the proceeds of tax-exempt governmental bonds to: (i) ensure compliance with the expenditure and investment requirements under the temporary period provisions set forth in Treasury Regulations, Section 1.148-2(e); (ii) ensure compliance with the safe harbor restrictions on the acquisition of investments set forth in Treasury Regulations, Section 1.148-5(d); (iii) ensure that the investments of any yield-restricted funds do not exceed the yield to which such investments are restricted; and (iv) determine whether there has been compliance with the spend-down requirements under the spending exceptions to the rebate requirements set forth in Treasury Regulations, Section 1.148-7.
 - b. The Finance Director shall monitor the use of all bond-financed

facilities in order to: (i) determine whether private business uses of bond-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons; and (ii) determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such bond-financed facilities. The Finance Director shall provide training and educational resources to any City staff who have the primary responsibility for the operation, maintenance, or inspection of bond-financed facilities with regard to the limitations on the private business use of bond-financed facilities and as to the limitations on the private security or payments with respect to bond-financed facilities.

- c. The Finance Director shall undertake the following with respect to each outstanding issue of tax-exempt governmental bonds of the City: (i) an annual review of the books and records maintained by the City with respect to such bonds; and (ii) an annual physical inspection of the facilities financed with the proceeds of such bonds, conducted by the Finance Director with the assistance with any City staff who have the primary responsibility for the operation, maintenance, or inspection of such bond-financed facilities.
- v. **Record Retention Requirements.** The Finance Director shall collect and retain the following records with respect to each issue of tax-exempt governmental bonds of the City and with respect to the facilities financed with the proceeds of such bonds: (i) audited financial statements of the City; (ii) appraisals, demand surveys, or feasibility studies with respect to the facilities to be financed with the proceeds of such bonds; (iii) publications, brochures, and newspaper articles related to the bond financing; (iv) trustee or paying agent statements; (v) records of all investments and the gains (or losses) from such investments; (vi) paying agent or trustee statements regarding investments and investment earnings; (vii) reimbursement resolutions and expenditures reimbursed with the proceeds of such bonds; (viii) allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks with respect to such expenditures); (ix) contracts entered into for the construction, renovation, or purchase of bond-financed facilities; (x) an asset list or schedule of all bond-financed depreciable property and any depreciation schedules with

respect to such assets or property; (xi) records of the purchases and sales of bond-financed assets; (xii) private business uses of bond-financed facilities that arise subsequent to the date of issue through leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons and copies of any such agreements or instruments; (xiii) arbitrage rebate reports and records of rebate and yield reduction payments; (xiv) resolutions or other actions taken by the governing body subsequent to the date of issue with respect to such bonds; (xv) formal elections authorized by the Code or Treasury Regulations that are taken with respect to such bonds; (xvi) relevant correspondence, including letters, faxes or emails, relating to such bonds; (xvii) documents related to guaranteed investment contracts or certificates of deposit, credit enhancement transactions, and financial derivatives entered into subsequent to the date of issue; (xviii) bidding of financial products for investment securities; (xix) copies of all Form 8038-Ts, Form 8038-Rs, and Form 8038-CPs filed with the IRS and any other forms or documents filed with the IRS; (xx) the transcript prepared with respect to such tax-exempt governmental bonds, including but not limited to (a) official statements, private placement documents, or other offering documents, (b) minutes and resolutions, orders, or ordinances or other similar authorization for the issuance of such bonds, and (c) certification of the issue price of such bonds; and (xxi) documents related to government grants associated with the construction, renovation, or purchase of bond-financed facilities.

The records collected by the Finance Director shall be stored in any format deemed appropriate by the Finance Director and shall be retained for a period equal to the life of the tax-exempt governmental bonds with respect to which the records are collected (which shall include the life of any bonds issued to refund any portion of such tax-exempt governmental bonds or to refund any refunding bonds) plus three (3) years. The Finance Director shall also collect and retain reports of any IRS examination of the City or any of its bond financings.

- vi. **Remedies.** In consultation with Bond Counsel, the Finance Director shall become acquainted with the remedial actions (including redemption or defeasance) under Treasury Regulations, Section 1.141-12, to be utilized in the event that private business use of bond-financed facilities exceeds the *de minimus* limits under Section 141(b)(1) of the Code. In consultation with Bond Counsel, the Finance Director shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Code and Treasury Regulations with respect to outstanding tax-exempt bonds.

- vii. **Continuing Disclosure Obligations.** In addition to its post-issuance compliance requirements under applicable provisions of the Code and Treasury Regulations, the City has agreed to provide continuing disclosure, such as annual financial information and material event notices, pursuant to a continuing disclosure certificate or similar document (the “Continuing Disclosure Document”) prepared by Bond Counsel and made a part of the transcript with respect to each issue of bonds of the City that is subject to such continuing disclosure requirements. The Continuing Disclosure Documents are executed by the City to assist the underwriters of the City’s bonds in meeting their obligations under Securities and Exchange Commission Regulation, 17 C.F.R. Section 240.15c2-12, as in effect and interpreted from time to time (“Rule 15c2-12”). The continuing disclosure obligations of the City are governed by the Continuing Disclosure Documents and by the terms of Rule 15c2-12. The Finance Director is primarily responsible for undertaking such continuing disclosure obligations and to monitor compliance with such obligations.
- viii. **Other Post-Issuance Actions.** If, in consultation with Bond Counsel, Municipal Advisor, Paying Agent, Rebate Analyst, the City Manager, the City Attorney, or the City Council, the Finance Director determines that any additional action not identified in this Policy must be taken by the Finance Director to ensure the continuing tax-exempt status of any issue of governmental bonds of the City, the Finance Director shall take such action if the Finance Director has the authority to do so. If, after consultation with Bond Counsel, Municipal Advisor, Paying Agent, Rebate Analyst, the City Manager, the City Attorney, or the City Council, the Finance Director and the City Manager determine that this Policy must be amended or supplemented to ensure the continuing tax-exempt status of any issue of governmental bonds of the City, the City Manager shall recommend to the City Council that this Policy be so amended or supplemented.
- ix. **Taxable Governmental Bonds.** Most of the provisions of this Policy, other than the provisions of Section 7, are not applicable to governmental bonds the interest on which is includable in gross income for federal income tax purposes. On the other hand, if an issue of taxable governmental bonds is later refunded with the proceeds of an issue of tax-exempt governmental refunding bonds, then the uses of the proceeds of the taxable governmental bonds and the uses of the facilities financed with the proceeds of the taxable governmental bonds will be relevant to the tax-exempt status of the governmental refunding bonds. Therefore, if there is any reasonable possibility that an issue of taxable governmental bonds may be

- refunded, in whole or in part, with the proceeds of an issue of tax-exempt governmental bonds then, for purposes of this Policy, the Finance Director shall treat the issue of taxable governmental bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of this Policy with respect to such taxable governmental bonds. The Finance Director shall seek the advice of Bond Counsel as to whether there is any reasonable possibility of issuing tax-exempt governmental bonds to refund an issue of taxable governmental bonds.
- x. **Qualified 501(c)(3) Bonds.** If the City issues bonds to finance a facility to be owned by the City but which may be used, in whole or in substantial part, by a nongovernmental organization that is exempt from federal income taxation under Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code (a “501(c)(3) Organization”), the City may elect to issue the bonds as “qualified 501(c)(3) bonds” the interest on which is exempt from federal income taxation under Sections 103 and 145 of the Code and applicable Treasury Regulations. Although such qualified 501(c)(3) bonds are not governmental bonds, at the election of the Finance Director, for purposes of this Policy, the Finance Director shall treat such issue of qualified 501(c)(3) bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of this Policy with respect to such qualified 501(c)(3) bonds.

9. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING POLICY

A. Purpose

The key to effective financial management is to provide accurate, current, and meaningful information about the City's operations to guide decision making and enhance and protect the City's financial position.

B. Policy

- i. The City's accounting system will maintain records on a basis consistent with generally accepted accounting standards (GAAP) and principles for local government accounting as set forth by the Government Accounting Standards Board (GASB) and in conformance with the State Auditor's requirements per State Statutes. This allows for the modified accrual basis of accounting for populations exceeding 2,500, or cash basis for smaller communities.
- ii. The City will establish and maintain a high standard of accounting practices.
- iii. The City will follow a policy of full disclosure written in clear and understandable language in all reports on its financial condition.
- iv. The Finance Department will provide timely monthly and annual financial reports to users.
- v. An independent public accounting firm will perform an annual audit and issue an opinion on the City's financial statements.
- vi. Annually the City Council and staff will meet with the Auditors to review the audit report.
- vii. Periodic financial reports on budget performance will be provided to the City Council monthly.
- viii. The City shall annually submit the Comprehensive Annual Financial Report (ACFR) to the Government Finance Officers Association (GFOA) for the purpose of earning the Certificate of Achievement for Excellence in Financial Reporting.
- ix. The City's ACFR shall be made available to citizens and the general public upon request and on the City's website. The City shall strive to maintain full transparency and accountability of all of its financial resources and assets.

- x. The City Council may appoint an audit committee for the purpose of providing independent review and oversight of the City's financial reporting processes, framework of internal control, and independent auditors. The Committee will consist of the City Manager, Finance Director, and two members of the City Council. The Committee will establish guidelines for operation and scope of work.

10. RISK MANAGEMENT POLICY

A. Purpose

A comprehensive risk management plan seeks to manage the risks of loss encountered in the everyday operations of an organization. Risk management involves such key components as risk avoidance, risk reduction, risk assumption, and risk transfers through the purchase of insurance. The purpose of establishing a risk management policy is to help maintain the integrity and financial stability of the City, protect its employees from injury, and reduce overall costs of operations.

B. Policy

- i. The City will maintain a risk management program that minimizes the impact of legal liabilities, natural disasters or other emergencies through the following activities:
 - a. Loss prevention - prevent losses where possible.
 - b. Loss control - reduce or mitigate losses.
 - c. Loss financing - provide a means to finance losses.
 - d. Loss information management - collect and analyze data to make prudent prevention, control and financing decisions.
- ii. The City will review and analyze all areas of risk in order to, whenever possible, avoid and reduce risks or transfer risks to other entities. Of the risks that must be retained, it shall be the policy to fund the risks which the City can afford and transfer all other risks to insurers.
- iii. The City will maintain an active safety committee comprised of City employees.
- iv. The City will periodically conduct educational safety and risk avoidance programs within its various divisions.
- v. The City will, on an ongoing basis, analyze the feasibility of self-funding and other cooperative funding options in lieu of purchasing outside insurance in order to provide the most cost-effective coverage.
- vi. The Finance Director will maintain effective internal control policies designed to help safeguard the City's assets.
- vii. Staff will report to the Council annually on the results of the City's risk management program for the preceding year.

11. GRANT MANAGEMENT POLICY

A. Purpose

The purpose of this policy is to ensure that every grant application submitted by the City for federal, state, local government, or private grant funding is consistent with the City's strategic priorities, and to ensure that all grant activity is recorded properly in the City's financial system.

B. Definition

A grant is defined as financial assistance awarded to the City from an external entity to carry out a public purpose, or funds that are specifically identified by the awarding agency as a grant at the time of award. Grants may be unrestricted or restricted for a specific purpose.

Grant agreements are legal contracts. It is the responsibility of the City to carry out grant activities to accomplish specific objectives, while adhering to regulatory and budgetary terms and conditions prescribed by the grantor.

C. Types of Grants

- i. Block Grants – a broad intergovernmental transfer of funds or other resources by the federal government to state or local governments for specific activities such as secondary education or health services, but with few restrictions attached. Block grants are distributed according to legal formulas defining broad functional areas such as health, income security, education or transportation.
- ii. Competitive (Discretionary) Grants – an award of financial assistance in the form of money, or property in lieu of money, often by the federal government to an eligible grantee, usually made on the basis of a competitive review process.
- iii. Conditional Grant – involves one grantor seeking the involvement of recipients by making their grant (only a part of the total costs of a project) conditional upon the remainder of the cost being funded from another source.
- iv. Cooperative Agreement – a variation of a discretionary grant, awarded by a Federal, State or other agency when it anticipates having substantial involvement with the grantee during the performance of a funded project.
- v. Entitlement Grant – a grant awarded by the federal, State or other agency based on a formula as prescribed by legislation or regulation.
- vi. Formula Grant – a grant that the federal agency is directed by Congress to make to grantees, for which the amount is established by a formula based on certain criteria that are written into the legislation and program regulations.

- vii. Pass-Through Grant – grant funds received from one grantor but passed through another grantor or funding source which are typically federal in nature.
- viii. Reimbursement Grant – a type of funding program under which the grantee is reimbursed by the grant for qualifying expenditures already incurred, as specified in the terms of the grant agreement for such a program.
- ix. Advance Grant – a grant made where funding is provided before expenditures are incurred. The City generally prefers reimbursement grants.
- x. State Grant – a grant made by the State of Minnesota Government.
- xi. Federal Grant – a grant made by the US Federal Government.

D. Approval

Personnel administering federal grants must be familiar with the requirements of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards.

The department applying for the grant award must seek prior approval from the City Council if the grant requires one or more of the following:

- i. The City is the fiscal agent;
- ii. There is a non-budgeted City match component to the grant;
- iii. The grant funding proposal requires new full or part-time employees;
- iv. The grant requires the Mayor's signature.

E. Subrecipient Monitoring

The City may seek outside assistance to fulfill grant objectives through a subcontract or sub award. City departments must comply with the City's procurement policy for the purchase of materials, supplies or equipment with grant funds. The City may require on-site visits, risk assessments, limited scope audits, and a review of internal controls to provide reasonable assurance over funds being disbursed to subrecipients.

F. Procedures

- i. The City will aggressively pursue all available grant opportunities. Each grant shall be evaluated on the long-term financial impact to the City. The City will only accept grants for one-time or capital items or when the

- continued funding of the program can be incorporated into the City's future budgets.
- ii. All grants and other federal and state funds shall be managed to comply with the laws, regulations, and guidance of the grantor.
 - iii. The wishes and instructions of the donor will be strongly considered when managing and expending gifts and donation.
 - iv. The Finance Department must be notified of all grant applications prior to submission of the grant application. The Finance Department must also be notified of all related requests for reimbursement at the time of request. Departments receiving a grant award shall forward an electronic copy of the award notification, the grant agreement or contract, and any related documentation to the Finance Department.
 - v. Dun & Bradstreet (D&B) issues a D-U-N-S number, a unique nine-digit identification number that is required to apply for federal government contracts or grants. As needed, departments may obtain the D-U-N-S number from the Finance Department. Additionally, the Finance Department is responsible for maintaining the System for Award Management (SAM), which is required to apply for federal grants.
 - vi. Grant funds shall not be disbursed until the grant has been approved by the appropriate level of authority, the proper accounting structure has been established, and required documentation is complete.
 - vii. Property and equipment acquired through grant funds shall follow the grantor and City policies and procedures for capital assets.
 - viii. Compensation for personnel services on federal grants must comply with 2 CFR 200.430 and be based on documented payroll using system approved timesheets as supporting documentation.
 - ix. Grant expenditures must be allowable, reasonable, and have adequate documentation to support charges to the grant. Documentation of eligible expenditures may include invoices, timesheets, and receipts. Proof of payment of expenditures may include credit card receipts, cancelled checks, bank statements, or other proof that complies with federal and state audit standards.
 - x. Departments receiving grant funding are responsible for ensuring reports are submitted by the deadlines in the grant agreement.
 - xi. Departments must ensure they comply with records retention requirements specified by the grantor.

G. Federal Purchasing Policy

This Purchasing Policy was developed to comply with CFR Title 2, Subtitle A, Chapter II, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). This Policy applies only to federally funded awards, both direct awards and pass-through awards managed by the State of Minnesota. It does not apply to any other City administered projects.

In accordance with §200.324(c)(2), Uniform Guidance, the City of Maplewood self-certifies that this Purchasing Policy meets the requirements of Subpart D of Uniform Guidance. Maplewood also adopts the following procedures as required by Uniform Guidance.

i. General Procurement Standards (§200.318)

a. Conflicts of Interest

- No employee, officer or agent of the City of Maplewood may participate in the selection, award, or administration of contracts supported by federal funds if there exists a real or apparent conflict of interest. *A conflict of interest is defined as when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.* The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Standards of conduct and disciplinary procedures are more fully defined in the Maplewood Procurement Policy.
- If the City of Maplewood creates or acquires a parent, affiliate, or subsidiary entity that provides products or services to the City, an organizational specific conflict of interest management plan shall be developed. *An organizational conflict of interest is defined as when the City is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization due to a relationship with a parent, affiliate, or subsidiary entity.*

b. City departments should avoid purchasing duplicative or unnecessary items, and consideration should be given to consolidating or breaking out procurements to obtain the most cost-effective pricing. When appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

- c. City departments are encouraged to consider using federal excess and surplus property when reasonably available when it meets the total requirement and when it would reduce the true total costs.
- d. City departments are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- e. City departments are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to reduce costs.
- f. City Departments must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See City Procurement Policies.
- g. Subawards and contracts funded with federal funds shall not be issued to those contractors who are debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits. A listing of those entities that are not allowed to do business with the federal government can be found at <https://www.sam.gov/>.
- h. The State of Minnesota online procurement system will be used to maintain procurement documentation that details the rationale for method of procurement, contract type, contractor selection or rejection, and the basis for the contract price. All other required documentation shall be maintained by the Finance Department.
- i. Time and material contracts are prohibited unless approved in advance by the director of the department that received federal funds. If approved, the Director shall provide further documentation to justify the exception pursuant to CFR §200.318 (j).
- j. The Finance Department is responsible for the settlement of all contractual and administrative issues arising out of procurements, including, but not limited to source evaluation, protests, disputes, and claims. Such issues will be addressed by the Maplewood Procurement Policies as applied to be consistent with Uniform Guidance.

k. City departments shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specification of their contracts.

ii. **Competition (§200.319)**

a. Contractors that develop or draft specifications, requirements, scopes of work, or invitations for bid must be excluded from competing for such procurements.

b. Notwithstanding Minnesota law and Maplewood local vendor preference, selection of contractors under federal funded awards based solely on a geographic preference is prohibited, except as provided by federal statutes.

c. All procurement transactions shall provide for full and open competition. It is forbidden in the development of bid invitations or request for proposals to:

- Place unreasonable requirements on firms to qualify to do business;
- Require unnecessary experience or excessive bonding;
- Allow noncompetitive pricing practices between affiliated entities;
- Allow noncompetitive contracts to consultants that are on retainers;
- Not mitigate or manage organizational conflicts of interest;
- Specify “brand name” products without allowing for the use of “equal to” products/services; and
- Use other arbitrary practices.

d. All solicitations must:

- Incorporate a clear and accurate description of the requirements for the material, product or service to be procured;
- Identify all offeror requirements; and
- Document evaluation factors for selection of best overall value.
- Prequalified bidders lists are not maintained by the City.

iii. **Procurement Methods for Non-Emergency/Disaster Related Grants (§200.320) – See bullet 9 below for Disaster Related Grants**

- a. There are three levels of purchasing:
- *Small purchases*: Procurements up to \$9,999.99. To the extent practicable, City departments should distribute these purchases equally to qualified firms. If the purchaser considers the price to be reasonable, i.e. what a prudent person would pay, no competitive solicitation is required.
 - *Simplified Purchases*: Procurements from \$10,000 to \$24,999. City departments shall solicit three or more offers, price or rate quotations from qualified offerors. City departments shall maintain sufficient documentation of the efforts to solicit said offerors. Purchase is awarded based upon best overall value.
 - *Standard Purchases*: Procurements from \$25,000 and above.
 - *Sealed Bids*: City departments shall not use sealed bidding procedures unless approved in advance by the City Manager. If approved, further policy documentation will be provided.
 - *Competitive Proposals*: City departments may use competitive proposals to acquire goods and services above the \$25,000 threshold. The City will publicize the opportunity through the State of Minnesota cooperative purchasing website or other method. City departments will seek two or more qualified contractors. Each request for proposal (RFP) must have a written method for conducting technical evaluations and selecting the winning contractor. City departments may consider value and quality in addition to price in contractor selection.
 - *Sole Source proposals*: Sole source proposals may only be used when one or more of the following circumstances below apply. Documentation of the circumstances is required.
 - ✓ The item is available from only a single source;
 - ✓ A public exigency or emergency for the requirement will not permit a delay resulting from a competitive competition;
 - ✓ The federal awarding agency or pass-through entity expressly authorizes a noncompetitive proposal in response to a written City request; or
 - ✓ After solicitation of a number of sources, competition is determined inadequate.
- b. The exception to the above three levels of purchasing is when federal

funds are used pursuant to an emergency or major disaster as defined in 42 U.S.C. § 5122 or pre-disaster hazard mitigation as defined in 42 U.S.C. § 5133. The following requirements will be adhered to, consistent with any future amendments to Uniform Guidance:

- Allow for full and open competition;
- A price and cost analysis will be conducted for procurements in excess of \$25,000 (Federal Form A);
- Take all affirmative steps to solicit small, minority, and women's businesses;
- Time and materials contracts will include a ceiling price;
- Ensure that the required contract clauses are included;
- Verify that contractors have not been suspended or debarred; and
- Document and maintain records for all steps of the emergency procurement.

i. **Contracting with small and minority businesses, women's business enterprises and labor surplus area firms (§200.321)**

a. When possible, City departments should seek out qualified small and minority businesses, women's business enterprises, and labor surplus area firms.

- Qualified lists of small and minority businesses and women's business enterprises can be solicited or found at: <https://www.sam.gov/>

b. When economically feasible, City departments should divide requirement into smaller tasks or quantities to permit maximum small and minority businesses and women's business enterprise participation.

c. When appropriate, establish delivery schedules that encourage small and minority businesses and women's business enterprise participation.

d. When appropriate, use the services and assistance of agencies that advocate for small and minority businesses.

e. Require prime contractor, if subcontracts are to be let, to take the above-listed affirmative steps (a through d).

f. When soliciting a purchase funded by a federal grant, the minority and

women business enterprise option must be demonstrated.

v. Contract Cost and Price (§200.323)

a. In all Standard Purchases, as defined in §3.a.iii, the City department must perform an independent cost or price analysis before receiving bids or proposals. See attached **Federal Form A**, Cost and Price Analysis Form.

b. In all Standard Purchases, as defined in §3.a.iii, the City department must negotiate profit as a separate element of the price. In determining reasonable profit, consideration must be given to the:

- work complexity,
- contractor risk,
- contractor investment,
- subcontracting efforts,
- past performance, and
- industry profit rates for the surrounding area for similar work.

c. In all cases, costs or prices in any resulting procurement must be allowable under Subpart E of the Uniform Guidance.

d. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

vi. Federal Awarding Agency or Pass-through Entity Review (§200.324)

a. The City of Maplewood shall provide this Policy and referenced documentation to a federal agency or pass-through entity, if requested, as evidence of the City's compliance.

b. As self-certified in the preamble to this Policy, this Policy meets the requirements of §200.324 and Maplewood is therefore exempt from the pre-procurement review in paragraph (b) of said section.

vii. Bonding Requirements (§200.325)

a. In cases of construction or facility improvement contracts, the City department shall determine whether the Federal agency or pass-through entity will accept the City's bonding requirements. If not, the minimum requirement is:

- A bid guarantee from each bidder equivalent to five percent of the bid price.

- A performance bond on part of the contractor for 100 percent of the contract price.
- A payment bond for 100 percent of the contract price.

viii. Contract Provisions (§200.326)

a. The attached provisions found in Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards will be referenced in any applicable contracts.

ix. Disaster Relief Grants

To ensure the proper and efficient process of specific governmental functions relating to the procurement transactions, contracts, purchasing cards limits and approval authority for allocation of funds when required during an emergency/disaster situation.

An emergency/disaster may create the immediate and serious need for supplies, equipment, materials, and services that cannot be met through normal procurement methods; and the lack of which would threaten the function of City government, or the health, safety or welfare of City residents. A need for an emergency procurement shall waive all existing procurement requirements and shall be limited only to the quantity of those supplies, equipment, materials, or services necessary to meet the emergency/disaster. All emergency procurement shall be made with as much transparency and competitive bid process as is practical under the circumstances.

An emergency/disaster may create the immediate need for contracted services or other resources that cannot meet all the requirements of the City's Purchasing Policy. Under emergency/disaster circumstances, the inability to have a contract or agreement would threaten the operation of City government, or the health, safety and welfare of City residents. The normal City Purchasing Policy requires that contracts and agreements receive legal and fiscal review and approval prior to execution. This would still apply to the extent possible but could be waived if critical to ensure the success of the management of the emergency/disaster incident.

Based on the special circumstances associated with emergency/disaster grants, spending limits and approval authority shall follow the purchase threshold levels as adopted by federal regulations.

Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the

government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Federal Form A
City of Maplewood Cost and Price Analysis Form

Instructions: Use this form to perform a cost and price analysis for each federal or federal pass-through procurements that are in excess of \$25,000 for each offeror, including sole source procurements.

1. Offeror Information:

Offeror Name: _____

Goods or services to be acquired: _____

Total Offeror Cost: \$ _____

Maplewood Proposal Number Reference: _____

2. Cost Analysis:

a. Are the costs reasonable?

Reasonable is generally defined as what a prudent business would pay in a competitive marketplace. A cost can be allowable and allocable, and still not be what a prudent businessperson would pay (e.g., first class airfare).

___ Yes ___ No

If no, list the reason below:

b. Are the costs necessary?

Direct cost elements should be necessary to perform the work. A cost may be allowable under the cost principles and even allocable to the type of work to be performed, *but* still not be necessary for the specific contract.

___ Yes ___ No

If no, list the reason below:

c. Are pre-negotiated rates used?

Does the offeror use audited or pre-negotiated indirect cost (e.g., overhead) rates, labor and fringe benefit rates, or other factors.

Yes No

Notes:

d. Can the offeror contain costs from escalating?

Does the offeror have a track record of containing costs?

Yes No

Notes:

e. Are cost changes likely?

Is there any indication that the costs are likely to increase or decrease over the life of the contract?

___ Yes ___ No

Notes:

3. Cost Comparison:

If possible, after completing the cost analysis, compare:

- i. The offeror’s costs with actual costs previously incurred by the same offeror for the same or similar work. If it is a repetitive type of work or service, how much has it cost in the past. Apply any appropriate inflation factors for past work.
- ii. Actual costs of previous the same or similar work performed by other contractors.
- iii. Previous cost estimates from the offeror or other offerors for the same or similar items.
- iv. The methods proposed by the offeror with the requirements of the solicitation (i.e., do the costs reflect the technical approach proposed and the work required?).

4. Overall Contractor Analysis:

___ Yes or ___ No: Are the costs provided in the offeror’s proposal acceptable?

5. Signature and Date:

I certify that the foregoing information is true and correct to the vest of my knowledge and belief. I further certify that I have determined that the costs or prices proposed are necessary, fair and reasonable.

Analyzer Name: _____

Analyzer Signature: _____

Date of Analysis: ___/___/___

12. PUBLIC PURPOSE EXPENDITURE POLICY

A. Purpose

The City Council recognizes that public funds may only be spent if the expenditure meets a public purpose and the expenditure relates to the governmental purpose for which the City of Maplewood was created.

The meaning of “public purpose” is constantly evolving. The Minnesota Supreme Court has followed a broad approach and has generally concluded that “public purpose” means an activity that meets ALL of the following standards:

- The activity will primarily benefit the community as a body.
- The activity is directly related to functions of government.
- The activity does not have as its primary objective the benefit of a private interest whether profit or not-for-profit.

This policy is intended to provide guidelines regarding which expenditures are for public purposes and authorized in accordance with the City’s annual budget process, and which expenditures are not considered falling within the public purpose definition and are therefore not allowed. There is a public benefit in ensuring high employee productivity and morale.

B. Responsibility

The City Manager is the responsible authority overseeing all City expenditures and as such is the chief purchasing agent for the City. Responsibility for administering this Public Purpose Expenditure Policy has been delegated to the Finance Department. Further, all officers and employees authorized by their Department to make purchases for the benefit of their respective departments are responsible for complying with this policy and corresponding procedures.

C. Policy

Expenditures of public funds must comply with the public purpose standards defined above. When reviewing an expenditure to verify the standards have been met, the City Manager, or his/her designee, should consider the time of day the event is held, the business purpose of the event, whether the event was intended to attract non-City employees, the frequency of the event, and the reasonableness of the cost. The following guidelines address specific examples of public expenditures, but examples are not meant to be all-inclusive.

i. Examples of Permitted Expenditures for Meals and Refreshments

Use of City funds in reasonable amounts for meals and/or refreshments for elected and appointed city officials and employees are permitted in the following circumstances, with Department Head approval:

- City-sponsored events of a community-wide interest where staff are required to be present (e.g., 4th of July Festival, National Night Out, Citizens Police Academy). City council, boards and commissions meetings held during or adjacent to a meal hour.
- Meetings related to City business at which the attendees include non-city representatives.
- Professional association meetings, conferences and training when meals are included as part of the registration or program fee, or in accordance with the travel policy.
- Election judge training meetings.
- Annual employee recognition and appreciation events (e.g., service awards, de minimis food and beverage, employee Christmas breakfast.
- Annual recognition events for volunteer and non-employees (e.g., annual fire department banquet and volunteer appreciation lunch).
- Fire department meetings and in-house training sessions.
- Multi-departmental meetings scheduled during or adjacent to a meal hour when no other meeting time is available.
- Work activities requiring continuous service when it is not possible to break for meals (e.g., election days, water main breaks, emergency snow removal, time-sensitive public safety responses).
- Healthy snacks and incentives of moderate value provided to attendees of safety, health, and wellness programs for City employees.
- Events recognizing completion of a significant work-related project (City Manager approval required).

ii. Examples of Other Permitted Expenditures

- Up to \$300 may be used toward a retirement or farewell recognition event when an employee retires or resigns after a minimum of 10 years with the City. The funds may be used for a cake, beverages, decorations, and a plaque. The funds may not be used for a gift.
- Uniforms, clothing or apparel that is considered necessary for safety or for visible staff recognition by the public (e.g. safety footwear and eyewear for maintenance personnel, shirts purchased to identify staff leadership status at events).
- Staff time and equipment use for city sponsored employee events as approved by City Council and/or City Manager as allowed by state statute (e.g. set-up for annual employee picnic).
- City expenditures for non-profit organizations allowed by state statute.

iii. Prohibited Expenditures

Use of City funds for meals and/or refreshments for elected and appointed City officials and employees are prohibited:

- Food and refreshments for routine work meetings.
- Alcoholic beverages.
- Employee functions or celebrations that are solely social in nature (e.g., birthdays, holiday luncheon, ice cream social).
- Fundraisers for non-City related events (e.g., Chamber of Commerce).
- Participation in optional activities unless included as part of an overall conference registration fee (e.g. optional golf rounds, sporting events, concerts).
- Employee-sponsored fundraising events (e.g., charitable giving campaign).
- For funeral flower arrangements upon death of an employee, elected official, or one of their immediate family members.
- Clothing or apparel that is not considered necessary for safety or for visible staff recognition by the public (e.g. sweatshirts for a job well done, departmental shirts given to staff to promote team spirit).
- Employee coffee, supplies, kitchen utensils, and coffee services.

iv. Permitted Use of Assets

Specific City assets such as equipment may be used by City employees for personal reasons only when City management has established the following:

- Costs and wear resulting from use of the assets are reasonable and minimized.
- Administrative controls are in place to ensure that the use is appropriate and not abused.
- There is a documented/demonstrated City benefit by such usage (e.g. such as the Mobile Device Policy or Information Security Policy) as approved by the City Manager.

Such permitted use may include:

- Incidental and de minimis use of City-owned electronic equipment such as City-owned mobile devices, tablets, copiers, etc. as specifically covered under other City policies.
- Incidental and de minimis use of non-motorized tools, such as hammers and wrenches.

v. Prohibited Use of Assets

Examples of use of City assets for personal use is prohibited in the following circumstances:

- City employees washing personal autos at the public works facility car wash.
- Employees borrowing City-owned non-motorized or motorized tools for personal use.

vi. Documentation

All expenses allowed above must be fully documented. The expected documentation will include: date and time of the event, business reason for the event (agenda from a meeting is sufficient), staff and non-city representatives in attendance, and a receipt for the actual purchase. Supervisor approval and written documentation is required for use of City assets. Failure to provide sufficient documentation may result in a denial of the expense.

Any expenditure for meals or refreshments that exceeds \$250 for one event must have prior, written authorization by the Department Head, before the purchase is made. Any expenditure for meals or

refreshments that exceeds \$500 for one event must have prior, written authorization by the City Manager, before the purchase is made. Failure to obtain the necessary authorization may result in denial of the claim.

vii. Special Requests

From time to time, there may be an event that is a proper public expenditure, but that is not contemplated by the policy above. Departments may submit to the City Manager, or the City Manager's designee, a request for such a public expenditure in writing. This request must show how the expenditure is related to a public purpose as stated in the Purpose section above. Only expenditures that meet all of the findings in the Purpose section above may be approved.

viii. Periodic Review

This policy shall be reviewed at least once every five years by the City Manager or designee.

13. CAPITAL ASSETS POLICY

A. Purpose

It is essential for financial reporting and cost accounting purposes that City departments follow a uniform policy for capitalizing expenditures. Capital expenditures are used to acquire assets or improve the useful life of existing assets. The purpose of the capital assets policy is to provide a plan for the replacement and purchase of capital assets without significantly impacting the annual property tax levy.

B. Capitalization Thresholds

The City will maintain a schedule of individual capital assets with values in excess of the amounts shown below and an estimated useful life of greater than two years:

Asset Type	Threshold
Land and land improvements	Always
Construction in Progress	Always
Easements	\$ 50,000
Buildings and building improvements	\$ 50,000
Infrastructure	\$100,000
Machinery and Equipment	\$ 10,000
Intangible Assets	\$ 50,000
Capital Leases	\$ 15,000

Capital assets purchased through the issuance of debt should be capitalized and depreciated over their estimated useful life, regardless of cost.

C. Recording Capital Assets

Capital assets should be recorded and reported at historical cost. When the historical cost of a capital asset is not practicably determinable, the estimated historical cost of the asset should be determined by appropriate methods. Estimated historical cost should be identified in the records, including the basis of determination. Donated capital assets should be recorded at fair value at the time of acquisition.

D. Contributed (Donated) Capital

Acceptance of contributions of capital assets shall be in accordance with applicable Minnesota Statutes and shall be approved by the City Council. Contributed capital assets should be recorded and depreciated in the same manner as all other capital assets. In addition, capital assets acquired through contribution from an outside source should be identified in the records of the City, including documentation of the actual or estimated value and the basis of determination. For financial reporting purposes, depreciation for contributed

capital shall be recorded separately from depreciation on other capital assets.

E. Intangible Assets

Intangible assets possess three characteristics:

- Lack of physical substance,
- Initial useful life in excess of one year, and
- Nonfinancial in nature.

Examples of intangible assets include easements, land use rights, patents, trademarks, copyrights, or software that is purchased, licensed or internally generated.

An intangible asset should be recognized in the statement of net position only if it is identifiable. This means that the asset can either be:

- Sold, transferred, licensed, rented or exchanged, or
- Arose from contractual or other legal rights, regardless of whether those rights are transferable or separable.

Donated intangible assets should be recorded at the fair market value as of the donation acceptance date.

F. Improvements

The City will maintain its assets to protect its capital investment and to minimize future capital expenditures.

Capital asset improvement costs should be capitalized if:

- The costs exceed the capitalization threshold, and
- One of the following criteria is met:
 - ✓ The value of the asset or estimated life is increased by 25% of the original cost or life period, or
 - ✓ The cost results in an increase in the capacity of the asset, or
 - ✓ The efficiency of the asset is increased by more than 10% of its current value.

Otherwise the cost should be classified as a repair and maintenance expense under the appropriate department and expense category.

G. Depreciating Capital Assets

Capital assets will be depreciated over their estimated useful lives unless they are:

- Inexhaustible (i.e., land and land improvements, certain works of art and historical treasures, or
- Construction work in progress.

For financial reporting purposes, the straight-line method will be used to calculate depreciation with no salvage value. No depreciation will be taken in the year of acquisition and a full year of depreciation will be taken in the year of retirement.

For depreciation purposes, the following guidelines will be used to estimate the useful life of the asset:

Buildings and Building Improvements	Useful Life
Buildings – wood frame	30 years
Buildings – brick/block	50 years
Buildings – temporary/portable	20 years
Roofing	20 years
Siding	20 years
HVAC/Plumbing/Electrical systems	20 years
Fire suppression systems	10 years
Security systems	10 years
Cabling	10 years
Flooring	10 years
Elevators	20 years
Windows	15 years
Infrastructure	Useful Life
Streets, including curb and gutter	30 years
Storm drain systems	30 years
Parking lots	25 years
Sidewalks	25 years
Pedestrian bridges	25 years
Dams	40 years
Paved trails	25 years
Street lights	25 years
Water/Sewer mains and lines	50 years
Water storage facilities	50 years
Water supply facilities	40 years
Lift stations	30 years

Other Improvements	Useful Life
Fencing and gates	10 years
Outside sprinkler systems	20 years
Athletic fields, bleachers	25 years
Septic systems	20 years
Swimming pools	20 years
Tennis and basketball courts	25 years
Fountains	20 years
Retaining walls	20 years
Outdoor lighting	20 years
Monuments	10 years
Traffic signals	20 years
Light poles	20 years
Landscaping and trees	20 years
Boat launch pads	25 years
Equipment, Machinery and Vehicles	Useful Life
Appliances	5 years
Audio/Visual equipment	5 years
Business machines/office equipment	5 years
Radio and communications equipment	5 years
Computer equipment/software	3 years
Furniture and cabinets	10 years
Water softeners/heaters	5 years
Grounds equipment – mowers, etc.	3 years
Machinery	7 years
Tools	5 years
Playground equipment	10 years
Photocopiers	3 years
ATV's and snowmobiles	3 years
Motor vehicles – cars, light trucks	5 years
Light equipment	5 years
Street sweeper	5 years
Heavy trucks	10 years
Heavy equipment – loaders, graders	10 years

H. Historical Treasures and Works of Art

Historical treasures and works of art are items which are considered inexhaustible and held for public exhibition, educational purposes, or research in enhancement of public service instead of financial gain. Examples are paintings, sculptures, photography, maps, manuscripts, musical instruments, recordings, film, furnishings, artifacts, tools, weapons, and other memorabilia. These items are generally considered inexhaustible and are, therefore, not depreciated.

14. PROCUREMENT POLICY

A. Purpose

The purchasing procedures are required because they:

1. Ensure purchases conform to legal requirements;
2. Prevent expenditures from exceeding the budget;
3. Provide proper documentation for purchases;
4. Prevent payment for items not received;
5. Ensure accurate accounting;
6. Provide payment of all bills within 35 days of receipt; and
7. Prevent duplicate payments on the same invoice.

All purchasing by local government units is regulated by State law. Because of these laws and because of the unique nature of budget and tax levy procedures for funding City government, all City employees must conform to these purchasing policies and procedures. The Finance Department will review and approve all purchases and employee reimbursements and will ensure that all purchases and payments are legal, properly coded, and well documented.

If the purchase is over \$50,000 Council approval is required prior to the purchase. However, Council approval is not required on purchases ***over \$50,000 for postage, ATM funds, regular utility bills, insurance premiums, payments due to other units of government or payments required to be made before the next regular meeting of the Council to avoid endangering public safety, damaging public or private property, or interrupting City services.***

For purchases **between \$50,000 and \$174,999**, the **City Manager or designee will determine if the purchase will need to be made on a formal bid basis and meet all procedural requirements or if it will require two or more written quotations from prospective vendors.**

All purchases of merchandise, materials, equipment, and repair or maintenance services **totaling \$175,000 or more** (except emergency purchases and purchases made using cooperative purchasing) must be purchased on a **formal bid basis** and meet all procedural requirements. The Council must approve all bid awards.

All purchases must be handled through use of appropriate procedures and forms.

PROCEDURES FOR PURCHASES UNDER \$50,000

Generally, these purchases will be of materials, supplies, and equipment for day-to-day use.

Purchases of food including meals, snacks and beverages for city employees is not allowed for department meetings or in-house training sessions unless there is a speaker or trainer who is not a city employee. Excluded from this limitation are purchases of food for (a) City Council meetings held at meal time, (b) employee recognition events such as the employee Christmas breakfast and city employee picnic/social event/holiday event, (c) training of election judges, (d) Fire Department meetings and in-house training sessions or (e) as approved in advance by the City Manager.

The City of Maplewood may contribute up to \$300 toward a retirement or farewell recognition event when an employee retires or resigns after a minimum of 10 years with the City. The money may be used for a cake, beverages, decoration and a plaque of appreciation for the promotion of the City. The money may not be used for a gift. Gifts must be paid for by contributions by other employees. Individual departments are responsible for organizing and communicating farewell or retirement parties. The expense will be charged to the Administrative Division of the department in which the person was employed.

< \$10,000	Only one verbal quotation is required; however, the purchase is to be at the best possible price. These purchases should be processed on a VISA purchasing card whenever possible. If the vendor will not accept a purchasing card, then it should be processed on a Payment Authorization form unless a purchase order is required, in which case a requisition is prepared. The form must be signed by an authorized purchaser with the appropriate purchase limits.
\$10,000 to \$29,999	Verbal quotations should be obtained from at least two possible vendors and those quotations should be listed on the Payment Authorization or requisition which is submitted for approval. The form must be signed by an authorized purchaser with the appropriate purchase limits.
\$30,000 to \$49,999	A minimum of two written quotations should be obtained whenever possible and attached to the appropriate forms which are submitted for approval. The form must be signed by an authorized purchaser with the appropriate purchase limits.

PROCEDURES FOR PURCHASES FROM \$30,000 TO \$49,999

1. Obtain quotations by supplying prospective vendors with a description or specifications of the merchandise, materials, equipment, or services to be purchased. A minimum of two (2) written quotations, whenever possible, shall be supplied for such purchases. If two quotations cannot be obtained, an explanation must be included as to the reason for only one bid.
2. If the purchase is over \$50,000 Council approval is required before the purchase can be made. To obtain Council approval, an agenda report must be prepared and submitted to the City Council. For details on this procedure, see your department head or supervisor.
3. Prepare the requisition form according to the requisition form procedures if the transaction is not eligible for processing on a payment authorization form. The quotations are to be attached

to the requisition or payment authorization form and be maintained as part of the City's records.

PROCEDURES FOR PURCHASES FROM \$50,000 TO \$174,999

The City Manager or his/her designee will make the determination if the purchase needs to be made on a formal bid basis or if the purchase can be made by obtaining a minimum of two written quotations.

If two or more written quotations are required:

1. Obtain quotations by supplying prospective vendors with a description or specifications of the merchandise, materials, equipment, or services to be purchased. A minimum of two (2) written quotations, whenever possible, shall be supplied for such purchases. If two quotations cannot be obtained, an explanation must be included as to the reason for only one bid.
2. If the purchase is over \$50,000 Council approval is required before the purchase can be made. To obtain Council approval, an agenda report must be prepared and submitted to the City Council. For details on this procedure, see your department head or supervisor.
3. Prepare the requisition form according to the requisition form procedures if the transaction is not eligible for processing on a payment authorization form. The quotations are to be attached to the requisition or payment authorization form and be maintained as part of the City's records.

If a formal bid basis is required:

1. It is the responsibility of the requesting department to prepare specifications. After specifications have been prepared, they shall be submitted to the City Manager for approval. No advertisement for bids shall be published until specifications are approved by the City Manager.
2. Advertisement in the official local newspaper (and other publications if appropriate) at least ten (10) days in advance of bid opening is required. The City may use its web site or a recognized industry trade journal as an alternative method to disseminate solicitations of bids, requests for information, and requests for proposals if certain steps are followed to designate the method (MN Stat. 331A.03, subd. 3).
3. Time must be allowed between the date of bid opening and bid award to permit examination and tabulation of bids and submission of recommendation to the City Manager and Council.
4. Council award of bid. The Council may wish to table an award on a difficult matter, thereby delaying the purchase. Therefore, careful consideration must be given to the complexity of an item and thorough information must be provided.
5. Once the Council has awarded the bid, a requisition form must be prepared by the department head with a notation indicating the date that the City Council approved the bid award. Also, a copy of the agenda report must be attached to the requisition. For construction contracts, a payment authorization form should be completed, instead of a requisition, each time an application for payment is ready to be processed.

If the item will be purchased using cooperative purchasing, Council approval is required before the purchase can be made. To obtain Council approval, an agenda report must be prepared and submitted to the City Council. For details on this procedure, see your department head or supervisor.

PROCEDURES FOR PURCHASES \$175,000 AND OVER

All merchandise, materials, or equipment purchases totaling \$175,000 or more (except emergency purchases and items purchased using cooperative purchasing) must be purchased on a formal bid basis. The following procedural requirements must be met before an item may be purchased:

1. It is the responsibility of the requesting department to prepare specifications. After specifications have been prepared, they shall be submitted to the City Manager for approval. No advertisement for bids shall be published until specifications are approved by the City Manager.
2. Advertisement in the official local newspaper (and other publications if appropriate) at least ten (10) days in advance of bid opening is required for purchases less than \$200,000. The City may use its web site or a recognized industry trade journal as an alternative method to disseminate solicitations of bids, requests for information, and requests for proposals if certain steps are followed to designate the method (MN Stat. 331A.03, subd. 3).
3. If the purchase is \$200,000 or more, the first advertisement must appear no less than twenty-one (21) days before bid opening and the second notice shall be published between that time and the deadline for bids. In the case of public improvement projects, publication must be made twice in the official newspaper and twice in the "Construction Bulletin" no less than three (3) weeks before the deadline for submission of bids for the first notice and the second notice shall be published between that time and the deadline for bids.
4. Time must be allowed between the date of bid opening and bid award to permit examination and tabulation of bids and submission of recommendation to the City Manager and Council.
5. Council award of bid. The Council may wish to table an award on a difficult matter, thereby delaying the purchase. Therefore, careful consideration must be given to the complexity of an item and thorough information must be provided.
6. Once the Council has awarded the bid, a requisition form must be prepared by the department head with a notation indicating the date that the City Council approved the bid award. Also, a copy of the agenda report must be attached to the requisition. For construction contracts, a payment authorization form should be completed, instead of a requisition, each time an application for payment is ready to be processed.

If the item will be purchased using cooperative purchasing, Council approval is required before the purchase can be made. To obtain Council approval, an agenda report must be prepared and submitted to the city Council. For details on this procedure, see your department head or supervisor.

SOLE SOURCE PURCHASES

If there is no ability to solicit multiple bids, departments must demonstrate that the purchase from a particular vendor is sufficiently justified as a sole source. Sole source means that a single vendor is uniquely qualified to meet the department's procurement objective. To be considered a sole source and therefore exempt from the bid process, one of the following conditions must be met:

1. The actual product or service needed is the only one that will meet the department's need or requirement, and it can only be purchased from one source (manufacturer or distributor).
2. The product or service must match or be compatible with current equipment or services.
3. The product needed is specifically required for use in conjunction with a grant or contract.
4. The service needed is controlled or mandated by the local, state, or federal government.
5. Artistic services.
6. An unusual or compelling urgency exists.

If the need meets one of the above criteria, the department can either negotiate with the vendor directly or can request that the Finance Department negotiate with the vendor on its behalf.

PURCHASES FROM EMPLOYEE-OWNED COMPANIES

Before making a purchase in excess of \$200 from, or entering into a contract with, a business entity owned wholly, or in part, by an employee of the City of Maplewood, City employees must obtain at least two (2) price quotes which are to be kept on file in the Finance Department for one (1) year after receipt. On purchases under \$10,000, price quotes can be copies of the latest price listings, excerpts from current catalogs or written quotes provided by vendor. On purchases totaling \$10,000 to \$49,999, there must be two written quotations from prospective vendors. Before the purchase is made, it must be reviewed by the supervisor of the employee making the purchase to confirm that the decision to make a purchase from, or enter into a contract with, the business entity owned wholly, or in part, by the City employee is based on rational economic factors including, but not limited to, price and availability of goods and services. Two price quotes are not needed when services are purchased from an independent contractor who is a recreation referee, official or instructor.

A business entity owned wholly, or in part, by a City employee shall be defined as: an entity organized for profit, including an individual, sole proprietorship, partnership, corporation, joint venture, association, or cooperative in which the City employee or a member of the City employee's immediate family has a financial interest excluding interests consisting solely of publicly issued stock holdings constituting equal to or lesser than 5% of the entity's total public stock issue.

A member the City employee's immediate family is defined as: the City employee's spouse, the City employee's child, the City employee's parent, or the City employee's sibling.

COOPERATIVE PURCHASING

Per MN Statute 471.345, subd. 15, municipalities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section 16C.11.

If a municipality does not utilize the state's cooperative purchasing venture, a municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than

one source on the basis of competitive bids or competitive quotations.

Cooperative purchasing is intended to save government agencies time and money when purchasing common products. Of course, there are no guaranteed savings, but cooperative buying power is a time-tested method of savings.

Cooperative purchasing is allowed, but not limited to, the following sources:

State of Minnesota's Cooperative Purchasing Venture (CPV) Program
U.S. Communities Government Purchasing Alliance
National Intergovernmental Purchasing Alliance Company (National IPA)
Houston-Galveston Area Council (HGACBuy)
BuyBoard National Purchasing Cooperative
National Cooperative Purchasing Alliance (NCPA)
TCPN Cooperative Purchasing Group
The Interlocal Purchasing System (TIPS)
Savvik Buying Group (North Central EMS Cooperation)
Sourcewell (formerly NJPA)
University of Minnesota Purchasing Services

ETHICS

Ethical business standards shall govern all procurement transactions. Infractions of City policy shall be reported to the City Manager or Human Resources Director. Disciplinary action for those violating the City's ethical business standards will be taken in accordance with applicable City policies, up to and including termination of employment.

City personnel shall not solicit or accept a significant gift from a supplier or prospective supplier. A significant gift is defined as an item, service, favor, monies, credits, or discounts not available to others which could influence purchasing decisions, and also may include the payment of travel costs for City personnel to visit a vendor's location (airfare, hotel, etc.) City personnel may accept trivial items as a matter of courtesy, but may not solicit them. Acceptance of social invitations to occasional business meals, entertainment, and hospitality will be subject to prudent judgment as to whether the invitation places or appears to place the recipient under any obligation, the appropriateness of the occasion, frequency, and choice of facilities. Questions about the value of a gift or appropriateness of an invitation should be referred to your supervisor to ensure compliance with the City's conflict of interest policy.

It is also inappropriate for end users to make purchasing decisions based on marketing strategies by vendors that provide gifts or gift cards which could benefit them personally. Often the pricing offered, as well as future pricing, is much higher than pricing available through the cooperative purchasing contracts or other vendors. If a gift or gift card is received, it is the property of the City.

It is the policy of the City of Maplewood that its employees conduct the affairs of the City in accordance with the highest ethical, legal, and moral standards. An employee must not be in a position to make a decision for the City if his or her personal, professional, or economic interests (or those of an immediate and extended family member) may be directly influenced or affected by the outcome.

ADVERTISING FOR BIDS

Guidelines:

All purchases \$200,000 and over (except emergency purchases and items purchased using cooperative purchasing) require solicitation and receipt of sealed competitive bids. Also, on purchases between \$50,000 and \$199,999, the City Manager or his/her designee will make the determination on whether the purchase requires solicitation and receipt of sealed competitive bids or two or more written quotations.

Procedures:

1. Advertisement for public bids shall be placed in the City's official newspaper (or alternate method if designated by the City) at least ten (10) working days prior to the date of bid opening.
2. If the purchase is \$200,000 or more, the first advertisement must appear no less than twenty-one (21) days before bid opening and the second notice shall be published between that time and the deadline for bids. In the case of public improvement projects, publication must be made twice in the official newspaper and twice in the "Construction Bulletin" no less than three (3) weeks before the deadline for submission of bids for the first notice and the second notice shall be published between that time and the deadline for bids.
3. The department requesting the bids will prepare the bid specification and the following must be adhered to:
 - bids must be typed or written in ink;
 - bids must be signed in ink;
 - all erasures or changes must be initialed;
 - bids must be received no later than stated in the advertisement of bids; and,
 - public improvement project bids must be signed by the City Clerk.
4. The advertisement for bids will include:
 - date and time by which bids must be submitted;
 - location for delivery of bids; and
 - date, time, and place of bid opening.
5. Bid Security. If the purchase is \$100,000 or more the bid must be accompanied by cash, certified check, cashier's check, or bid bond payable to the City of Maplewood in an amount equal to five percent (5%) of the total bid, conditioned that if the bidder is the successful bidder, he/she will enter into a contract in accordance with said bid and will furnish such performance bonds as specified. The security of the successful bidder will be held until delivery of the goods or services has been completed.
6. Bids are received by the City Clerk's office.
7. Council will award the bid and the award will be based on, but not limited to, the factors of price, delivery date, City's experience with the products/services proposed, City's evaluation of the bidders ability to service City in terms of the requirements as called for in the specifications, quality of merchandise offered, and analysis and comparison of specifications.

AFFIRMATIVE ACTION

The City of Maplewood is committed to developing mutually beneficial relationships with small, minority-owned, women-owned, disadvantaged, veteran-owned, and local business enterprises. Maplewood has developed an initiative to create opportunity for vendors to market their products to the City and encourage departments to offer opportunities to such vendors.

TECHNOLOGY PURCHASES

All technology purchases, including hardware and software purchases and agreements, must be reviewed and approved by the IT Director before purchasing. The IT Department will coordinate and facilitate all technology purchases and agreements for individual departments and the enterprise as a whole. New software and technology, providing enhanced capabilities not previously deployed by the City, must also be approved by the City Manager. These procedures are designed to ensure maximum efficiency of the City's technology resources at an enterprise level.

PROMPT PAYMENT OF CITY BILLS

State law required municipalities to pay obligations with a standard payment period except where good faith disputes exist. A city whose council has at least one regularly scheduled meeting per month *must pay bills within 35 days of receipt*. A city or joint powers organization which does not have at least one regularly scheduled meeting per month must pay bills within 45 days of receipt. The date of receipt is defined as the completed delivery of the goods or services or the satisfactory installation or assembly, or the receipt of the invoice for the delivery of goods, whichever is later.

Cities have the responsibility to notify vendors of invoice errors within 10 days of receipt. The statute also requires cities to calculate and pay interest of 1½ percent per month on bills not paid within the standard payment period. State law specifies \$10 as the minimum monthly interest penalty payment for the unpaid balance of any one overdue bill or \$100 or more. For unpaid balances less than \$100, the city shall calculate and pay the actual interest penalty due the vendor.

In cases of delayed payments due to good faith disputes with vendors, no interest penalties accrue. Where such delayed payments are not in good faith, the vendor may recover costs and attorneys' fees. Statute applies to all purchases of goods, leases and rents, and contracts for services, construction, repair and remodeling entered into on or after January 1, 1986. Purchases or contracts for service with a public utility or telephone company are not subject to the requirements of this statute. (Statute No. 471.425)

All City employees that receive bills should promptly send them to the Finance Department with the appropriate forms so that they can be paid within 35 days of receipt. Checks for the payment of bills are mailed every Tuesday. This payment processing is referred to as "regular accounts payable processing." All documentation for checks must be submitted to the Accounts Payable Technician in the Finance Department by 4:30 p.m. on Wednesdays. If payment of the bill by regular accounts payable processing would result in a late payment charge, a special check will be issued when requested by the department making the purchase, provided the late payment charge is over \$2.00.

STATE SALES AND USE TAX

Purchases made by cities are generally exempt from sales and use tax. To make tax-exempt purchases, the City must provide the seller with a completed Form ST3. Use tax is similar to the sales tax and is the same rate. The use tax must be paid when the City makes taxable purchases without paying sales tax. An example of this would be a taxable purchase from a vendor outside of Minnesota who does not charge the City sales tax. In this case, the City has to pay use tax to the State of Minnesota and complete a tax return.

In order to meet this legal requirement, the department making the purchase should calculate the use tax. Then in the coding section of the appropriate form for the purchase, the use tax amount should be added to the same account that the purchase is coded to. In addition, the use tax amount should also be listed in the coding section as a negative amount and coded to account 101-2031. For example, if a taxable purchase was made from an out-of-state vendor for Department/Program 202 and no sales tax was charged, the account coding would be as follows:

\$106.88	101-202-000-4110
(6.88)	101-2031

As a result, the vendor would be paid \$100 and \$6.88 would be paid to the State of Minnesota.

PURCHASE DISCOUNTS

Some vendors offer a discount of 1% to 2% for payment of their invoices within the discount period. If this discount is over \$2.00, a special check should be requested. However, occasionally the department that purchased the goods sends the invoice and/or receipt of goods to the Finance Department after the discount period has expired. In these cases, the purchase discount lost will be added to the total purchase price and coded to the appropriate expenditure account.

FINAL PAYMENTS ON CITY CONSTRUCTION CONTRACTS

The State of Minnesota requires the filing of Form IC-134 prior to the final payment of any contract involving employees under code section 270C.66 CONTRACTS WITH STATE: WITHHOLDING.

"No department of the state of Minnesota, nor any political or governmental subdivision of the state, shall make final settlement with any contractor under a contract requiring the employment of employees for wages by said contractor and by subcontractors until satisfactory showing is made that said contractor or subcontractor has complied with the provisions of section 290.02. A certificate by the commission of revenue shall satisfy this requirement with respect to the contractor or subcontractor."

Before final payment can be made on any contract which involves the payment of wages by a contractor of the city to any employee, or subcontractors with employees that performed work on a job for the city, the contractor must furnish to the city a copy of Form IC-134 that has been certified by the Minnesota Department of Revenue. These forms should be kept on file in your department with all other contract documents for possible review by the auditors. Contractors and subcontractors should obtain the IC-134 forms from the State of Minnesota.

Subcontractors or sole contractors must provide their certified IC-134 form to the prime contractor when their portion of work is completed. The prime contractor then submits all certified IC-134 forms to the City when requesting their final payment.

ENVIRONMENTAL PURCHASING POLICY

It is the policy of the City of Maplewood to shift City purchasing to the procurement of goods and services that have a reduced effect on the natural environment and human health when compared to competing products and services that serve the same purpose. The policy will ensure socially-responsible procurement and the promotion of social equity through contracts. Preference for local businesses shall be accorded to promote businesses in the City that provide environmentally preferable products and services.

The City will purchase goods and services that:

- are energy efficient;
- meet energy efficiency standards;
- have reduced toxicity;
- are beneficial to indoor air quality;
- conserve on water;
- have a high percentage of recycled content;
- minimize waste;
- are plant-based;
- are locally produced;
- consider the embodied energy;
- take into account the life-cycle greenhouse gas impact; and
- promote equity.

PURPOSE AND SCOPE

The purpose of this policy is to:

- minimize health risks to City staff and residents;
- minimize the City's contribution to global climate change;
- improve air quality;
- protect the quality of ground and surface waters; and
- minimize the City's consumption of resources and energy.

The scope of the policy applies to all City departments and employees, vendors, contractors, and grantees for all products and services provided to the City to the greatest extent practical.

DEFINITIONS

"Biodegradable Products Institute or BPI" is a nonprofit compostable products certification association.

"Buyer" means personnel authorized to purchase or contract for purchases on behalf of the City of Maplewood.

“Certified Weed-Free” is a certification program by the Minnesota Crop Improvement Association for weed-free forage and gravel. The certification includes a list of standards that provide land managers assurance that noxious weeds will not be spread through the movement of forage, hay, mulch, or gravel brought in to the property.

“Climate-Friendly Food” means food that was grown, produced, transported, and stored with minimal impacts to the environment.

“Contractor” means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, contractors or other entity that has a contract with the City of Maplewood or serves in a subcontracting capacity with an entity having a contract with the City of Maplewood for the provision of goods or services.

“Eco Logo” is a certification program for products, services and packaging that will reduce environmental impacts. Eco Logo certification indicates a product has undergone rigorous scientific testing, exhaustive auditing, or both, to prove its compliance with stringent, third-party environmental performance standards including: materials, energy, manufacturing and operations, health and environment, product performance and use, and product stewardship and innovation.

“Electronic Product Environmental Assessment Tool or EPEAT” is a resource maintained by the Green Electronics Council for purchasers, manufacturers, resellers and others wanting to find or promote electronic products with positive environmental attributes. EPEAT registered products must meet environmental performance criteria that address materials selection, design for product longevity, reuse and recycling, energy conservation, end-of-life management, and corporate performance.

“Energy Star” means the U.S. Environmental Protection Agency’s (EPA) energy efficiency product labeling program.

“Energy Efficient” means a product that is in the upper twenty-five percent (25%) of energy efficiency for all similar products, or that is at least thirty percent (30%) more efficient than the minimum level that meets federal standards.

“Federal Energy Management Program or FEMP” is a program of the Department of Energy that issues a series of product energy-efficiency recommendations that identify recommended efficiency levels for energy-using products.

“Fleet Study” means a study of vehicles used in City operations to determine vehicle usage, run-time, idling, and fuel consumption.

“Green Seal” is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA’s criteria for third-party certifiers. Green Seal is a registered certification mark that may appear only on certified products.

“Great Green Printer Certified” means a printing company that voluntarily participates in the Printing Industry Midwest’s Great Green Printer initiative. Printers demonstrate their commitment to minimize their impact on human health and the environment while producing quality printed products.

“Integrated Pest Management” is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Least toxic pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.

“Practical” means whenever possible and compatible with local, state, and federal law; without reducing safety, quality, or effectiveness; where the product or service is available at a reasonable cost in a reasonable period.

“Post-Consumer Content” means the product was manufactured with recycled material either collected from a recycling program or waste recovered during the normal manufacturing process.

“Recovered Material” means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes post-consumer content but does not include excess resources of the manufacturing process.

“Recycled Content” means the percentage of recovered material, including post-consumer content materials, in a product.

“Reused” means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting, or minor repairs.

“Third Party Certification of Electronics Recyclers” means nationally recognized third-party certification programs that define environmentally sound management of electronic equipment. There are three programs that offer this certification: E-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment, Responsible Recycling Practices (R2), and R2/RIOS.

“Water Sense” is a voluntary partnership program sponsored by the U.S. EPA for water-efficient products that use twenty percent (20%) less water, save energy, and perform as

well as or better than regular models. Examples of water sense products include spray sprinkler bodies, irrigation controllers, bathroom sink faucets/accessories, showerheads, toilets, and flushing urinals.

AREAS OF PURCHASING

ELECTRONICS

- Purchase information technology products that meet at least the EPEAT Bronze rating level, across commodities for which an active EPEAT registry exists, where practical.
- Request for Proposals and Contracts will give preference to the procurement of environmentally preferable electronic equipment including EPEAT registered products.
- The City will implement environmentally sound electronic equipment recycling through Third-Party Certification of Electronics Recyclers.

ENERGY

- New and replacement equipment for lighting, heating, ventilation, refrigeration and air conditioning systems, water consuming fixtures and process equipment and all such components shall meet or exceed Federal Energy Management Program (FEMP) recommended levels.
- Energy Star certified products where there is a U.S. EPA Energy Star rating. When an Energy Star rating is not available, products shall meet or exceed the FEMP recommended levels.
- When energy is purchased, renewable or green sources are preferred. These include solar power or photovoltaics, community solar garden, wind power, geothermal, and hydroelectric energy sources with a higher renewable percentage than required by Minnesota law and do not include fossil fuels (coal, oil or natural gas).

FLEET

- Prioritize new electric or hybrid vehicles over gas-powered vehicles.
- Replace gas-powered vehicles with:
 - electric or hybrid vehicles that are suitable for each task.
 - the most fuel-efficient vehicles available that are suitable for each task.

- Vehicle and equipment fuels made from non-wood, plant-based contents such as vegetable oils are encouraged and where life cycle environmental impacts are judged to be lower than alternatives.

GREEN BUILDING - CLEANING AND MANAGEMENT

- A Green Building Code review and analysis is required for any new, expanded, renovated, or remodeled building that is owned or financed by the City of Maplewood. The review will ensure the building meets the City's Green Building Code standards as outlined in Section 12-41.
- All cleaning or products (i.e. for janitorial or automotive use) shall at a minimum meet Green Seal or Eco Logo Standards where practical.
- Purchase products that are fragrance-free and low in volatile organic compounds (VOC).
- If pesticides are needed for pest management in City buildings, the City will purchase the least toxic pesticide products.

LANDSCAPING AND NATURAL RESOURCE MANAGEMENT

Plant/Seed/Forage Purchases

- Organic and/or neonicotinoid free plants and seeds shall be purchased where practical to reduce pesticide use and protect pollinators.
- Straw and weed-free forage and mulch shall be purchased, including certified weed-free hay.
- Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.
- Only plants that are not on the Ramsey County Cooperative Weed Management Area's "Do Not Plant List" shall be purchased. Non-native plants that self-seed shall be avoided, to prevent spread beyond the planting area.

Pesticides and Herbicides

- The purchase of pesticides and herbicides shall be carefully researched to ensure the effectiveness on the target species and appropriate rates of application.

- Minimal amounts of pesticides and herbicides should be purchased at a time to reduce hazards of storage and possible employee exposure.
- When considering two pesticides and herbicides to purchase that are equally effective, the product that is the least harmful to the environment and non-target species should be chosen.

Hardscapes and Landscape Structures

- Locally sourced hardscape, mulch, and landscape structures are encouraged. Examples include locally sourced rock, mulch, and compost.
- Hardscapes and landscape structures constructed of recycled or reused content materials are encouraged.
- Durable landscaping tools and material purchases are preferred over items of lesser quality where practical.

POLLUTION PREVENTION

- Purchase products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when purchasing building maintenance materials such as paint, carpeting, flooring, adhesives, furniture, and casework.
- Purchase products and equipment that are heavy metal free (no lead, cadmium, or mercury).
- Purchase renewably-derived fuels or fuels that are cleaner and less-polluting than gasoline and conventional diesel fuel, including biodiesel, natural gas, and electricity.
- The purchase of all pentachlorophenol, arsenic, and creosote-treated wood by the City is prohibited.

RECYCLED CONTENT PRODUCTS

- All dishware purchased for City events will be:
 - reusable; or
 - made from compostable material that is certified by the Biodegradable Products Institute (BPI); or
 - recyclable.
- Use printing services that are Great Green Printer certified.

- All products shall contain the highest post-consumer content, but at least thirty percent (30%) post-consumer content.
- Purchase white and colored copy paper that is one-hundred percent (100%) post-consumer content.
- When specifying asphalt concrete, aggregate base or Portland cement concrete for road construction projects, the City of Maplewood shall use recycled, reusable, or reground materials and consistent with accepted engineering practices.
- Specify and purchase recycled content transportation products, including signs, cones, parking stops, delineators, and barricades.
- Asphalt and roadbed aggregate should contain the highest percentage of recycled content material possible.

WATER CONSERVATION

- Purchase U.S. EPA Water Sense certified products.

LOCAL FOOD

- Purchase climate-friendly food for City events.

ROLES AND RESPONSIBILITIES

- The Environmental Planner and the Green Team will serve as the steering committee for the Environmental Purchasing Policy. The steering committee will update the City Manager and Department Heads from time to time on the policy, covering:
 - Status of the policy's implementation.
 - Informal data on purchases of environmentally preferable products.
 - Financial implications of the policy, if any.
 - Overall accomplishment and challenges
 - Recommendations for the future.
- Each Department Head will have the responsibility of ensuring adoption within their department and report any issues to the above parties.

- Environmental Purchasing Policy training will take place during annual supervisory training. Supervisors will be responsible for training relevant City staff buyers. Contractors and grantees shall include instruction on the requirements of the policy by the supervisor and City staff buyer.
- Successful bidders shall certify in writing that the environmental attributes claimed in formal competitive bids are accurate. Contractors shall be required to specify the minimum or actual percentage of recovered and post-consumer content in their products, even when such percentages are zero. Where products or services have no logo or certification, third-party verification of claims by companies such as Scientific Certification Systems or UL may be requested as appropriate.

IMPLEMENTATION STRATEGIES

- Establish a City operations purchasing committee made up of the Environmental Planner, Green Team members, and purchasers to review and make recommendations on environmental purchasing best practices. Best practices to include, but not limited to:
 - Creation of an environmentally-preferred product list.
 - Development of buying guidelines for environmentally-preferred products.
 - List of bulk purchase products that reduce waste.
- Establish integrated pest management guidelines for future purchasing decisions related to the long-term prevention of pests in buildings and landscaping.
- Conduct a fleet study to right-size the City's fleet, determining which vehicles can be converted to electric or hybrid as well as other improvements that can reduce environmental impacts and save money over the life of the vehicle. The study will include best practices for purchasing and budgeting for the fleet.
- Create a financing mechanism for funding future City operations sustainability projects.

15. INFORMATION SECURITY POLICY

Introduction

This Policy document encompasses all aspects of security surrounding confidential City information and must be distributed to all City employees. All City employees must read this document in its entirety and sign the form confirming they have read and fully understand this policy. This document will be reviewed and updated on an annual basis or when relevant to include newly developed security standards into the policy and re-distributed to all employees and contractors where applicable.

A. Information Security Policy

The City handles sensitive cardholder information daily. Sensitive Information must have adequate safeguards in place to protect the cardholder data, cardholder privacy, and to ensure compliance with various regulations, along with guarding the future of the organization.

The City commits to respecting the privacy of all its customers and to protecting any customer data from outside parties. To this end management are committed to maintaining a secure environment in which to process cardholder information so that we can meet these promises.

Employees handling sensitive cardholder data should ensure:

- Handle City and cardholder information in a manner that fits with their sensitivity and classification;
- Limit personal use of City information and telecommunication systems and ensure it doesn't interfere with your job performance;
- The City reserves the right to monitor, access, review, audit, copy, store, or delete any electronic communications, equipment, systems and network traffic for any purpose;
- Do not use e-mail, internet and other City resources to engage in any action that is offensive, threatening, discriminatory, defamatory, slanderous, pornographic, obscene, harassing or illegal;
- Do not disclose personnel information unless authorized;
- Protect sensitive cardholder information;
- Keep passwords and accounts secure;
- Request approval from management prior to establishing any new software or hardware, third party connections, etc.;
- Do not install unauthorized software or hardware, including modems and wireless access unless you have explicit management approval;

- Always leave desks clear of sensitive cardholder data and lock computer screens when unattended;
- Information security incidents must be reported, without delay, to the individual responsible for incident response.

We each have a responsibility for ensuring our department's systems and data are protected from unauthorized access and improper use. If you are unclear about any of the policies detailed herein you should seek advice and guidance from your supervisor.

B. Network Security

A high-level network diagram of the network is maintained and reviewed on a yearly basis. The network diagram provides a high level overview of the cardholder data environment (CDE), which at a minimum shows the connections in and out of the CDE. Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable should also be illustrated.

In addition, ASV should be performed and completed by a PCI SSC Approved Scanning Vendor, where applicable. Evidence of these scans should be maintained for a period of 18 months.

C. Acceptable Use Policy

The City's intentions for publishing an Acceptable Use Policy are not to impose restrictions that are contrary to the City's established culture of openness, trust and integrity. The City is committed to protecting the employees, partners and the City from illegal or damaging actions, either knowingly or unknowingly by individuals. The City will maintain an approved list of technologies and devices and personnel with access to such devices as detailed in Appendix B.

- Employees are responsible for exercising good judgment regarding the reasonableness of personal use.
- Employees should take all necessary steps to prevent unauthorized access to confidential data which includes card holder data.
- Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts.
- All PCs, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature.
- All POS and PIN entry devices should be appropriately protected and secured so they cannot be tampered or altered.
- The List of Devices in Appendix B will be regularly updated when devices are modified, added or decommissioned. An inventory of devices will be regularly

performed and devices inspected to identify any potential tampering or substitution of devices.

- Users should be trained in the ability to identify any suspicious behavior where any tampering or substitution may be performed. Any suspicious behavior will be reported accordingly.
- Information contained on portable computers is especially vulnerable, special care should be exercised.
- Postings by employees from a City email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the City, unless posting is in the course of business duties.
- Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

D. Protect Stored Data

- All sensitive cardholder data stored and handled by the City and its employees must be securely protected against unauthorized use at all times. Any sensitive card data that is no longer required by the City for business reasons must be discarded in a secure and irrecoverable manner.
- If there is no specific need to see the full PAN (Permanent Account Number), it has to be masked when displayed.
- PAN'S which are not protected as stated above should not be sent to the outside network via end user messaging technologies like chats, ICQ messenger etc.,

It is strictly prohibited to store:

- i. The contents of the payment card magnetic stripe (track data) on any media whatsoever.
- ii. The CVV/CVC (the 3 or 4-digit number on the signature panel on the reverse of the payment card) on any media whatsoever.
- iii. The PIN or the encrypted PIN Block under any circumstance.

E. Information Classification

Data and media containing data must always be labeled to indicate sensitivity level.

- **Confidential data** might include information assets for which there are legal requirements for preventing disclosure or financial penalties for disclosure, or data that would cause severe damage to the City if disclosed or modified. **Confidential data includes cardholder data.**
- **Internal Use data** might include information that the data owner feels should be protected to prevent unauthorized disclosure.

- **Public data** is information that may be freely disseminated.

F. Access to the Sensitive Cardholder Data

All Access to sensitive cardholder should be controlled and authorized. Any job functions that require access to cardholder data should be clearly defined.

- Any display of the card holder should be restricted at a minimum to the first 6 and the last 4 digits of the cardholder data.
- Access to sensitive cardholder information such as PAN's, personal information and business data is restricted to employees that have a legitimate need to view such information.
- No other employees should have access to this confidential data unless they have a genuine business need.
- If cardholder data is shared with a Service Provider (3rd party) then a list of such Service Providers will be maintained as detailed in Appendix C.
- The City will ensure a written agreement that includes an acknowledgement is in place that the Service Provider will be responsible for the cardholder data that the Service Provider possess.
- The City will ensure that a there is an established process, including proper due diligence is in place, before engaging with a Service provider.
- The City will have a process in place to monitor the PCI DSS compliance status of the Service provider.

G. Physical Security

Access to sensitive information in both hard and soft media format must be physically restricted to prevent unauthorized individuals from obtaining sensitive data.

- Media is defined as any printed or handwritten paper, received faxes, floppy disks, back-up tapes, computer hard drive, etc.
- Media containing sensitive cardholder information must be handled and distributed in a secure manner by trusted individuals.
- Visitors must always be escorted by a trusted employee when in areas that hold sensitive cardholder information.
- Procedures must be in place to help all personnel easily distinguish between employees and visitors, especially in areas where cardholder data is accessible. "Employee" refers to full-time and part-time employees, temporary employees and personnel, and consultants who are "resident" on City sites. A "visitor" is defined as a vendor, guest of an employee, service personnel, or anyone who needs to physically enter the premises for a short duration, usually not more than one day.
- A list of devices that accept payment card data should be maintained.
- The list should include make, model and location of the device.

- The list should have the serial number or a unique identifier of the device
- The list should be updated when devices are added, removed or relocated
- POS devices surfaces are periodically inspected to detect tampering or substitution.
- Personnel using the devices should be trained and aware of handling the POS devices
- Personnel using the devices should verify the identity of any third party personnel claiming to repair or run maintenance tasks on the devices, install new devices or replace devices.
- Personnel using the devices should be trained to report suspicious behavior and indications of tampering of the devices to the appropriate personnel. The City sites. A “visitor” is defined as a vendor, guest of an employee, service personnel, or anyone who needs to enter the premises for a short duration, usually not more than one day.
- Strict control is maintained over the external or internal distribution of any media containing cardholder data and has to be approved by management
- Strict control is maintained over the storage and accessibility of media
- All computer that store sensitive cardholder data must have a password protected screensaver enabled to prevent unauthorized use.

H. Protect Data in Transit

All sensitive cardholder data must be protected securely if it is to be transported physically or electronically.

- Cardholder data (PAN, track data, etc.) must never be sent over the internet via email, instant chat or any other end user technologies.
- If there is a business justification to send cardholder data via email or by any other mode then it should be done after authorization and by using a strong encryption mechanism (i.e. – AES encryption, PGP encryption, IPSEC, etc.).
- The transportation of media containing sensitive cardholder data to another location must be authorized by the Information Technology Director, logged and inventoried before leaving the premises. Only secure courier services may be used for the transportation of such media. The status of the shipment should be monitored until it has been delivered to its new location.

I. Disposal of Stored Data

- All data must be securely disposed of when no longer required by the City, regardless of the media or application type on which it is stored.
- An automatic process must exist to permanently delete on-line data, when no longer required.
- All hard copies of cardholder data must be manually destroyed when no longer required for valid and justified business reasons. A quarterly process must be in

place to confirm that all non-electronic cardholder data has been appropriately disposed of in a timely manner.

- The City will have procedures for the destruction of hardcopy (paper) materials. These will require that all hardcopy materials are crosscut shredded, incinerated or pulped, so they cannot be reconstructed.
- The City will have documented procedures for the destruction of electronic media. These will require:
 - All cardholder data on electronic media must be rendered unrecoverable when deleted e.g. through degaussing or electronically wiped using military grade secure deletion processes or the physical destruction of the media;
 - If secure wipe programs are used, the process must define the industry accepted standards followed for secure deletion.
- All cardholder information awaiting destruction must be held in lockable storage containers clearly marked "To Be Shredded" - access to these containers must be restricted.

J. Security Awareness and Procedures

The policies and procedures outlined below must be incorporated into City practice to maintain a high level of security awareness. The protection of sensitive data demands regular training of all employees and contractors.

- Review handling procedures for sensitive information and hold periodic security awareness meetings to incorporate these procedures into day to day City practice.
- Distribute this security policy document to all City employees to read. It is required that all employees confirm that they understand the content of this security policy document by signing an acknowledgement form (see Appendix A).
- All employees that handle sensitive information will undergo background checks (such as criminal and credit record checks, within the limits of the local law) before they commence their employment with the City.
- All third parties with access to credit card account numbers are contractually obligated to comply with card association security standards (PCI/DSS).
- City security policies must be reviewed annually and updated as needed.

K. Credit Card (PCI) Security Incident Response Plan

- The City PCI Security Incident Response Team (PCI Response Team) is comprised of the Information Security Technology and Merchant Services. The City PCI security incident response plan is as follows:
 1. Each department must report an incident to the Information Security Officer (preferably) or to another member of the PCI Response Team.

2. That member of the team receiving the report will advise the PCI Response Team of the incident.
3. The PCI Response Team will investigate the incident and assist the potentially compromised department in limiting the exposure of cardholder data and in mitigating the risks associated with the incident.
4. The PCI Response Team will resolve the problem to the satisfaction of all parties involved, including reporting the incident and findings to the appropriate parties (credit card associations, credit card processors, etc.) as necessary.
5. The PCI Response Team will determine if policies and processes need to be updated to avoid a similar incident in the future, and whether additional safeguards are required in the environment where the incident occurred, or for the institution.

The City PCI Security Incident Response Team:

Information Technology
Director
Communications Director
Finance Director
City Attorney
Assistant Finance Director
City Manager

Information Security PCI Incident Response Procedures:

- A department that reasonably believes it may have an account breach, or a breach of cardholder information or of systems related to the PCI environment in general, must inform the City PCI Incident Response Team. After being notified of a compromise, the PCI Response Team, along with other designated staff, will implement the PCI Incident Response Plan to assist and augment department response plans.

Incident Response Notification

Escalation Members:

Escalation – First Level:
Information Technology
Director Finance Director
Assistant Finance Director
Legal Counsel
Risk Manager
City Manager
Escalation – Second Level:
The Mayor

City Council
Internal Audit
External Auditors

External Contacts:

Merchant
Provider Card
Internet Service Provider
Internet Service Provider of Intruder
Communication Carriers (local and long distance)
Insurance Carrier
External Response Team as applicable (CERT Coordination)
Law Enforcement Agencies

In response to a systems compromise, the PCI Response Team and designees will:

- i. Ensure compromised system/s is isolated on/from the network.
- ii. Gather, review and analyze the logs and related information from various central and local safeguards and security controls
- iii. Conduct appropriate forensic analysis of compromised system.
- iv. Contact internal and external departments and entities as appropriate.
- v. Make forensic and log analysis available to appropriate law enforcement or card industry security personnel, as required.
- vi. Assist law enforcement and card industry security personnel in investigative processes, including in prosecutions.

The credit card companies have individually specific requirements that the Response Team must address in reporting suspected or confirmed breaches of cardholder data. See below for these requirements.

Incident Response notifications to various card schemes:

- i. In the event of a suspected security breach, alert the information security officer or your line manager immediately.
- ii. The security officer will carry out an initial investigation of the suspected security breach.
- iii. Upon confirmation that a security breach has occurred, the security officer will alert management and begin informing all relevant parties that may be affected by the compromise.

VISA Steps

If the data security compromise involves credit card account numbers, implement the following procedure:

- Shut down any systems or processes involved in the breach to limit the extent, and prevent further exposure.
- Alert all affected parties and authorities such as the Merchant Bank (your Bank), Visa Fraud Control, and the law enforcement.
- Provide details of all compromised or potentially compromised card numbers to Visa Fraud Control within 24 hrs.
- For more Information visit:
http://usa.visa.com/business/accepting_vis/ops_risk_management/cisp_if_compromised.html

Visa Incident Report Template

This report must be provided to VISA within 14 days after initial report of incident to VISA. The following report content and standards must be followed when completing the incident report. Incident report must be securely distributed to VISA and Merchant Bank. Visa will classify the report as "VISA Secret".

- I. Executive Summary
 - a. Include overview of the incident
 - b. Include RISK Level(High, Medium, Low)
 - c. Determine if compromise has been contained
- II. Background
- III. Initial Analysis
- IV. Investigative Procedures
 - a. Include forensic tools used during investigation
- V. Findings
 - a. Number of accounts at risk, identify those stores and compromised
 - b. Type of account information at risk
 - c. Identify ALL systems analyzed. Include the following:
 - Domain Name System (DNS) names
 - Internet Protocol (IP) addresses
 - Operating System (OS) version
 - Function of system(s)
 - d. Identify ALL compromised systems. Include the following:
 - DNS names
 - IP addresses
 - OS version
 - Function of System(s)
 - e. Timeframe of compromise
 - f. Any data exported by intruder

- g. Establish how and source of compromise
- h. Check all potential database locations to ensure that no CVV2, Track 1 or Track 2 data is stored anywhere, whether encrypted or unencrypted (e.g., duplicate or backup tables or databases, databases used in development, stage or testing environments, data on software engineers' machines, etc.)
- i. If applicable, review VisaNet endpoint security and determine risk
- VI. Compromised Entity Action
- VII. Recommendations
- VIII. Contact(s) at entity and security assessor performing investigation

*This classification applies to the most sensitive business information, which is intended for use within VISA. Its unauthorized disclosure could seriously and adversely impact VISA, its employees, member banks, business partners, and/or the Brand.

MasterCard Steps:

- I. Within 24 hours of an account compromise event, notify the MasterCard Compromised Account Team via phone at 1-636-722-4100.
- II. Provide a detailed written statement of fact about the account compromise (including the contributing circumstances) via secured e-mail to compromised_account_team@mastercard.com.
- III. Provide the MasterCard Merchant Fraud Control Department with a complete list of all known compromised account numbers.
- IV. Within 72 hours of knowledge of a suspected account compromise, engage the services of a data security firm acceptable to MasterCard to assess the vulnerability of the compromised data and related systems (such as a detailed forensics evaluation).
- V. Provide weekly written status reports to MasterCard, addressing open questions and issues until the audit is complete to the satisfaction of MasterCard.
- VI. Promptly furnish updated lists of potential or known compromised account numbers, additional documentation, and other information that MasterCard may request.
- VII. Provide finding of all audits and investigations to the MasterCard Merchant Fraud Control department within the required time frame and continue to address any outstanding exposure or recommendation until resolved to the satisfaction of MasterCard.

Once MasterCard obtains the details of the account data compromise and the list of compromised account numbers, MasterCard will:

- i. Identify the issuers of the accounts that were suspected to have been compromised and group all known accounts under the respective parent

member IDs.

- ii. Distribute the account number data to its respective issuers.

Employees of the City will be expected to report to the security officer for any security related issues. The role of the security officer is to effectively communicate all security policies and procedures to employees within the City and contractors. In addition to this, the security officer will oversee the scheduling of security training sessions, monitor and enforce the security policies outlined in both this document and at the training sessions and finally, oversee the implantation of the incident response plan in the event of a sensitive data compromise.

Discover Card Steps

- I. Within 24 hours of an account compromise event, notify Discover Fraud Prevention at (800) 347-3102
- II. Prepare a detailed written statement of fact about the account compromise including the contributing circumstances
- III. Prepare a list of all known compromised account numbers
- IV. Obtain additional specific requirements from Discover Card

American Express Steps

- I. Within 24 hours of an account compromise event, notify American Express Merchant Services at (800) 528-5200 in the U.S.
- II. Prepare a detailed written statement of fact about the account compromise including the contributing circumstances
- III. Prepare a list of all known compromised account numbers Obtain additional specific requirements from American Express.

L. Transfer of Sensitive Information Policy

- All third-party companies providing critical services to the City must provide an agreed Service Level Agreement.
- All third-party companies providing hosting facilities must comply with the City's Physical Security and Access Control Policy.
- All third-party companies which have access to Card Holder information must:
 - i. Adhere to the PCI DSS security requirements.
 - ii. Acknowledge their responsibility for securing the Card Holder data.

- iii. Acknowledge that the Card Holder data must only be used for assisting the completion of a transaction, supporting a loyalty program, providing a fraud control service or for uses specifically required by law.
- iv. Have appropriate provisions for business continuity in the event of a major disruption, disaster or failure.
- v. Provide full cooperation and access to conduct a thorough security review after a security intrusion by a Payment Card industry representative, or a Payment Card industry approved third party.

M. User Access Management

- Access to City is controlled through a formal user registration process beginning with a formal notification from HR or from a line manager.
- Each user is identified by a unique user ID so that users can be linked to and made responsible for their actions. The use of group IDs is only permitted where they are suitable for the work carried out.
- There is a standard level of access; other services can be accessed when specifically authorized by HR/line management.
- The job function of the user decides the level of access the employee has to cardholder data
- A request for service must be made in writing (email or hard copy) by the newcomer's line manager or by HR. The request is free format, but must state:

Name of person making request;
Job title of the newcomers and workgroup;
Start date;
Services required (default services are: MS Outlook, MS Office and Internet access).

- Each user will be given a copy of their new user form to provide a written statement of their access rights, signed by an IT representative after their induction procedure. The user signs the form indicating that they understand the conditions of access.
- Access to all the City systems is provided by IT and can only be started after proper procedures are completed.
- As soon as an individual leaves the City employment, all his/her system logons must be immediately revoked.
- As part of the employee termination process HR (or line managers in the case of contractors) will inform IT operations of all leavers and their date of leaving.

N. Access Control Policy

- Access Control systems are in place to protect the interests of all users of the City computer systems by providing a safe, secure and readily accessible environment in which to work.
- The City will provide all employees and other users with the information they need to carry out their responsibilities in an as effective and efficient manner as possible.
- Generic or group IDs shall not normally be permitted, but may be granted under exceptional circumstances if sufficient other controls on access are in place.
- The allocation of privilege rights (e.g. local administrator, domain administrator, super-user, root access) shall be restricted and controlled, and authorization provided jointly by the system owner and IT Services. Technical teams shall guard against issuing privilege rights to entire teams to prevent loss of confidentiality.
- Access rights will be accorded following the principles of least privilege and need to know.
- Every user should attempt to maintain the security of data at its classified level even if technical security mechanisms fail or are absent.
- Users electing to place information on digital media or storage devices or maintaining a separate database must only do so where such an action is in accord with the data's classification.
- Users are obligated to report instances of non-compliance to the City CISO.
- Access to the City IT resources and services will be given through the provision of a unique Active Directory account and complex password.
- No access to any the City IT resources and services will be provided without prior authentication and authorization of a user's the City Windows Active Directory account.
- Password issuing, strength requirements, changing and control will be managed through formal processes. Password length, complexity and expiration times will be controlled through Windows Active Directory Group Policy Objects.
- Access to Confidential, Restricted and Protected information will be limited to authorized persons whose job responsibilities require it, as determined by the data owner or their designated representative. Requests for access permission to be granted, changed or revoked must be made in writing.
- Users are expected to become familiar with and abide by the City policies, standards and guidelines for appropriate and acceptable usage of the networks and systems.
- Access for remote users shall be subject to authorization by IT Services and be provided in accordance with the Remote Access Policy and the Information

Security Policy. No uncontrolled external access shall be permitted to any network device or networked system.

- Access to data is variously and appropriately controlled according to the data classification levels described in the Information Security Management Policy.
- Access control methods include logon access rights, Windows share and NTFS permissions, user account privileges, server and workstation access rights, firewall permissions, IIS intranet/extranet authentication rights, SQL database rights, isolated networks and other methods as necessary.
- A formal process shall be conducted at regular intervals by system owners and data owners in conjunction with IT Services to review users' access rights. The review shall be logged and IT Services shall sign off the review to give authority for users' continued access rights.

Appendix A – Agreement to Comply Form – Agreement to Comply With Information Security Policies

Employee Name (printed)

Department

I agree to take all reasonable precautions to assure that City internal information, or information that has been entrusted to the City by third parties such as customers, will not be disclosed to unauthorized persons. At the end of my employment or contract with the City, I agree to return all information to which I have had access as a result of my position. I understand that I am not authorized to use sensitive information for my own purposes, nor am I at liberty to provide this information to third parties without the express written consent of the City manager who is the designated information owner.

I have access to a copy of the Information Security Policies, I have read and understand these policies, and I understand how it impacts my job. As a condition of continued employment, I agree to abide by the policies and other requirements found in the City security policy. I understand that non-compliance will be cause for disciplinary action up to and including dismissal, and perhaps criminal and/or civil penalties.

I also agree to promptly report all violations or suspected violations of information security policies to the designated security officer.

Employee Signature

Date

Appendix B – List of Devices

Asset/Device Name	Description	Owner/Approved User	Location

Appendix C - List of Service Providers

Name of Service Provider	Contact Details	Services Provided	PCI DSS Compliant	PCI DSS Validation Date



**Truth in Taxation Hearing
2024 Budget and Tax Levy
December 11, 2023**

Property Taxes



\$\$\$\$\$\$

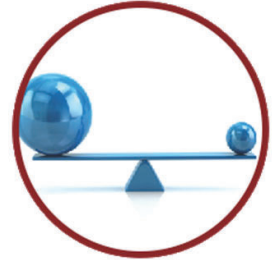
How much will I pay? What do I get?





Strategic Priorities

Environmental Stewardship



Integrated Communication



Financial & Asset Management



Community Inclusiveness



Targeted Redevelopment



Operational Effectiveness





What Do You Get?



2024 Property Tax Levy Increase 8.96%

Fund	Adopted 2023 Levy	Preliminary 2024 Levy	\$ Increase (Decrease)	% Increase (Decrease)
General Fund	\$ 19,759,738	\$ 21,374,832	\$ 1,615,094	8.17%
Debt Service Funds	4,892,661	4,925,091	32,430	0.66%
EDA Fund	150,000	-	(150,000)	-100.00%
Capital Project Funds	1,161,486	1,614,000	452,514	38.96%
Enterprise Funds	-	376,034	376,034	N/A
Total Levy	\$ 25,963,885	\$ 28,289,957	\$ 2,326,072	8.96%

Increase of \$2,326,072



Property Tax Impact of City Levy

Market Value for Pay 2023	Market Value for Pay 2024	Taxable Market Value for Pay 2024	City Tax \$ Amount 2023	City Tax \$ Amount 2024	\$ Increase (Decrease)	% Increase (Decrease)
150,000	156,900	133,800	511	570	59	11.5%
200,000	209,200	190,800	732	813	81	11.1%
250,000	261,500	247,800	953	1,056	104	10.9%
313,400	327,900	320,200	1,232	1,365	132	10.7%
400,000	418,400	418,400	1,615	1,783	169	10.5%

★ Median Value Home in Maplewood (increase in residential value 4.62%)

**Increase
\$132 per year**



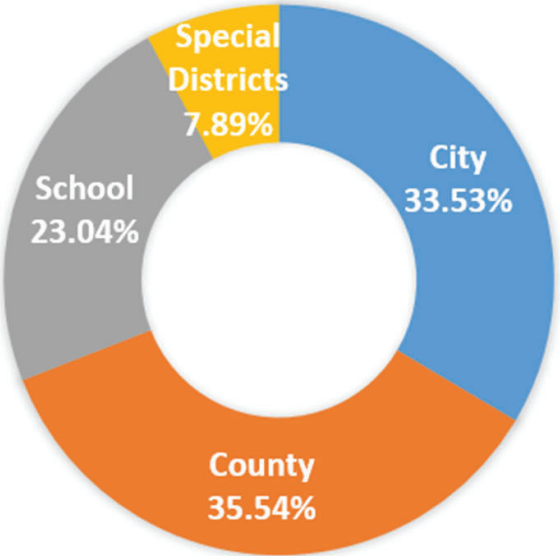
Total 2024 City Budget

Fund	2023	2024	\$ Change	% Change
	Original Budget	Budget		
General	\$ 25,272,298	\$ 26,335,507	\$ 1,063,209	4.21%
Special Revenue	964,863	870,290	(94,574)	-9.80%
Debt Service	7,848,912	7,253,594	(595,318)	-7.58%
Capital Projects	12,120,926	15,914,090	3,793,164	31.29%
Enterprise	13,366,864	15,343,571	1,976,707	14.79%
Internal Service	9,917,323	10,106,836	189,513	1.91%
TOTAL	\$ 69,491,186	\$ 75,823,888	\$ 6,332,701	9.11%



Who Gets My Property Taxes?

2024 TOTAL MAPLEWOOD PROPERTY TAX BILL



Special Districts: Met Council, Mosquito Control, Regional Rail, Housing and Watersheds





Total Proposed 2024 Property Tax Increase/Decrease

School District	City of Maplewood % Increase/Decrease for Median Home Value					\$ Change
	County	City	School	Other	Total	Total
SD #622	6.5%	11.2%	3.6%	9.0%	7.1%	\$ 303
SD #623	6.5%	11.2%	8.1%	9.0%	8.5%	\$ 371
SD #624	6.5%	11.2%	4.1%	9.0%	7.1%	\$ 318

Other includes special districts: Regional Rail, Metro Watershed, Met Council, Mosquito Control Housing Authority

Source: Ramsey County

Homeowner's Homestead Credit Refund

<https://www.revenue.state.mn.us/homeowners-homestead-credit-refund>

TYPE OF REFUND	REQUIREMENTS TO CLAIM THE REFUND
Regular	<ul style="list-style-type: none">• You owned and lived in your home on January 2, 2023• Your household income for 2022 was less than \$128,280
Special	<ul style="list-style-type: none">• You owned and lived in the same home on January 2, 2022, and on January 2, 2023• Your home's net property tax increased by more than 6% from 2022 to 2023• The net property tax increase was at least \$100• The increase was not because of improvements you made to the property





Payable 2024 TNT Statistics

Source: Ramsey County

- The proposed property tax notices for most residential property will reflect an increase in property taxes compared to 2023:
 - 29.7% of residential properties will have no change in their property tax or will see a decreased property tax for Pay 2024.
 - 49.6% of residential properties will have property tax increases between 0% and 10%.
 - 20.7% of residential properties will have property tax increases greater than 10%.
 - Median change in residential property taxes in the County is + 3.8% or a \$149 increase.

How are Homestead Market Value Exclusions Calculated?

Source: MN Department of Revenue

For homesteads valued at \$76,000 or less, the exclusion is 40% of the market value, creating a maximum exclusion of \$30,400. The exclusion is reduced as property values increase, and phases out for homesteads valued at \$413,800 or more. Properties that are partial homesteads (for example, when only one of two owners lives there) will have a reduced exclusion.





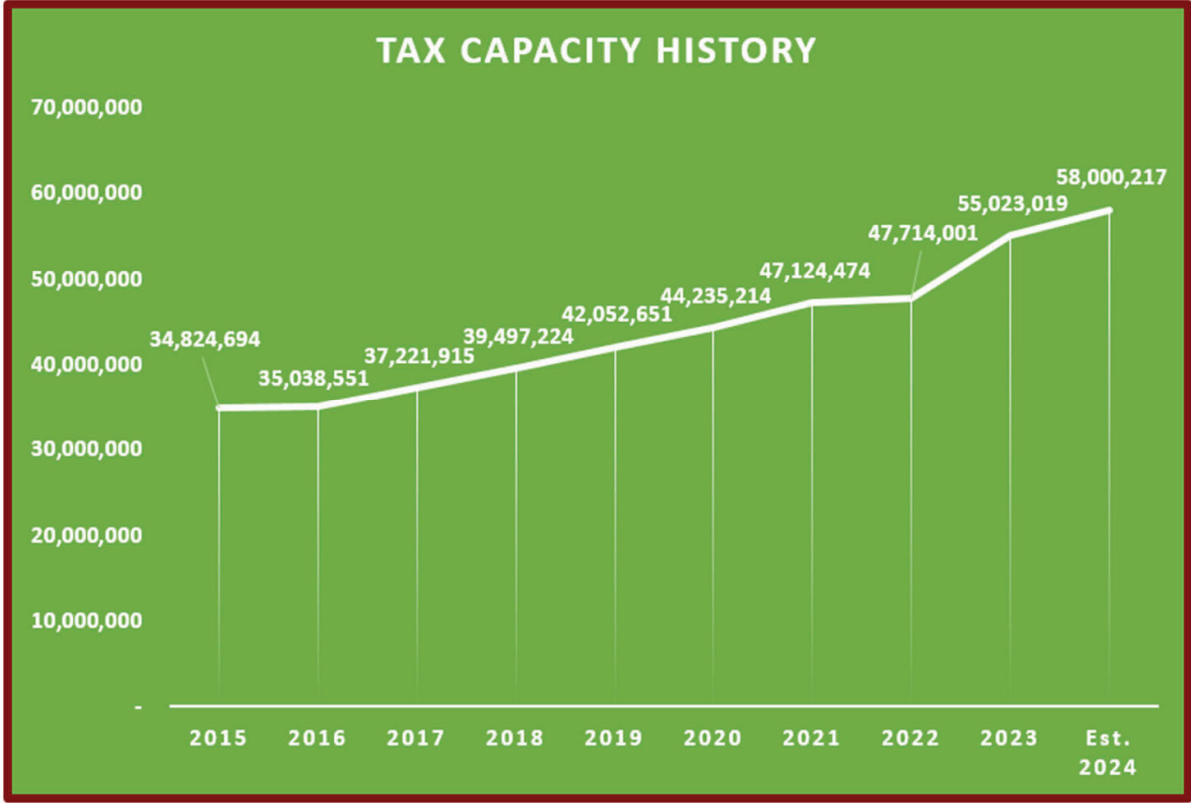
Tax Levy History

Average Annual Increase over Ten Years is 4.35%



Tax Capacity History

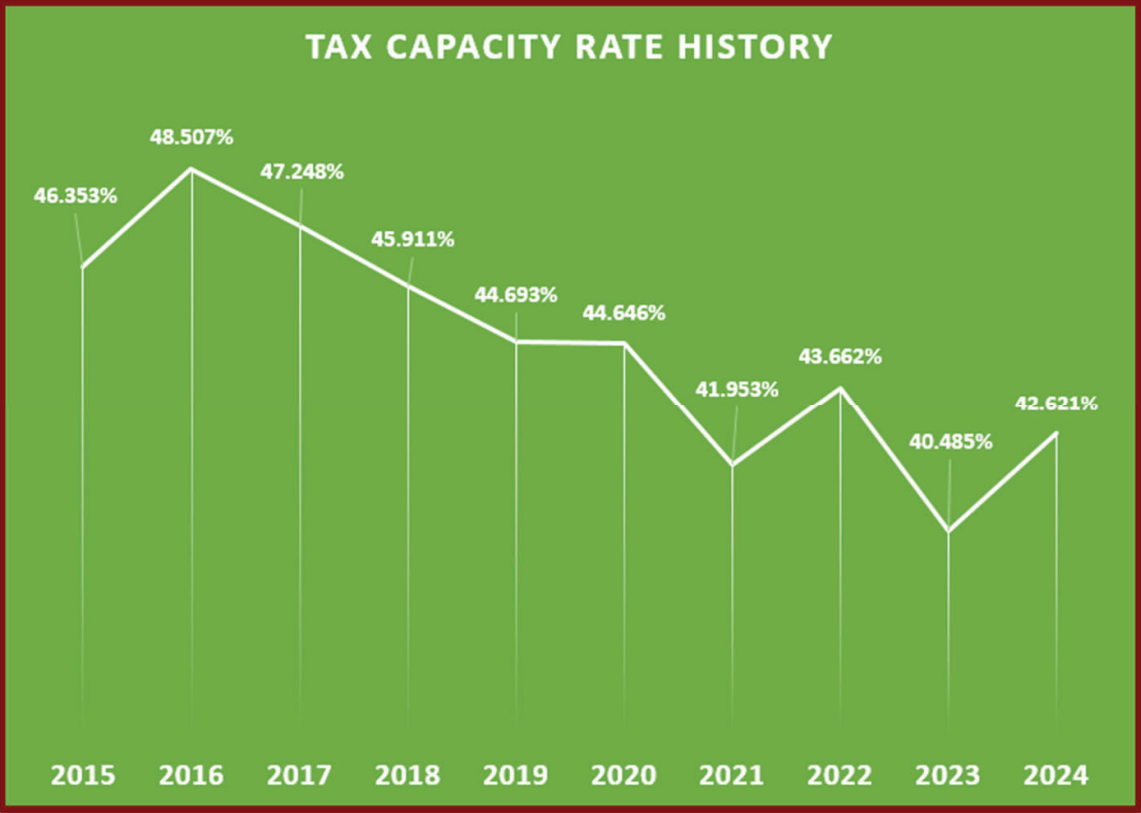
Average Annual Increase over Ten Years is 6.30%





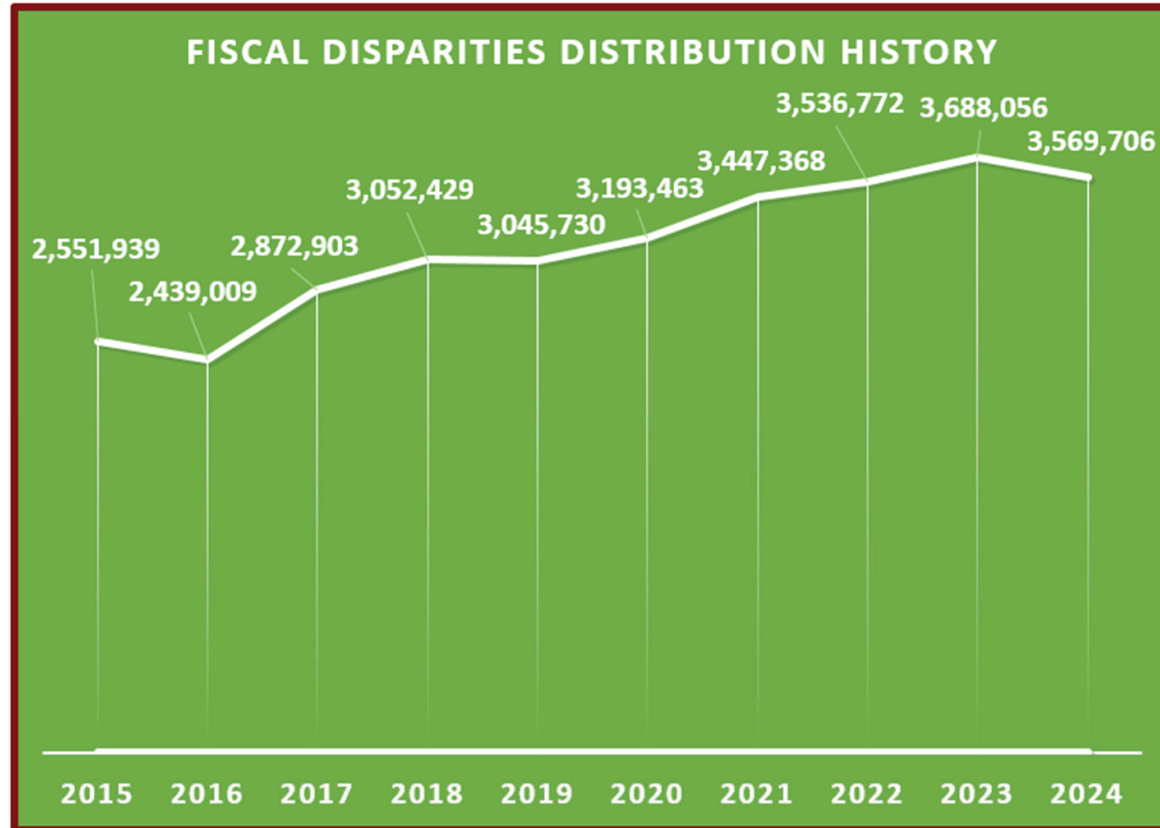
Tax Capacity Rate History

Average Annual Decrease over Ten Years is -1.17%



Fiscal Disparities Distribution History

Average Annual Increase Over Ten Years is 3.47%



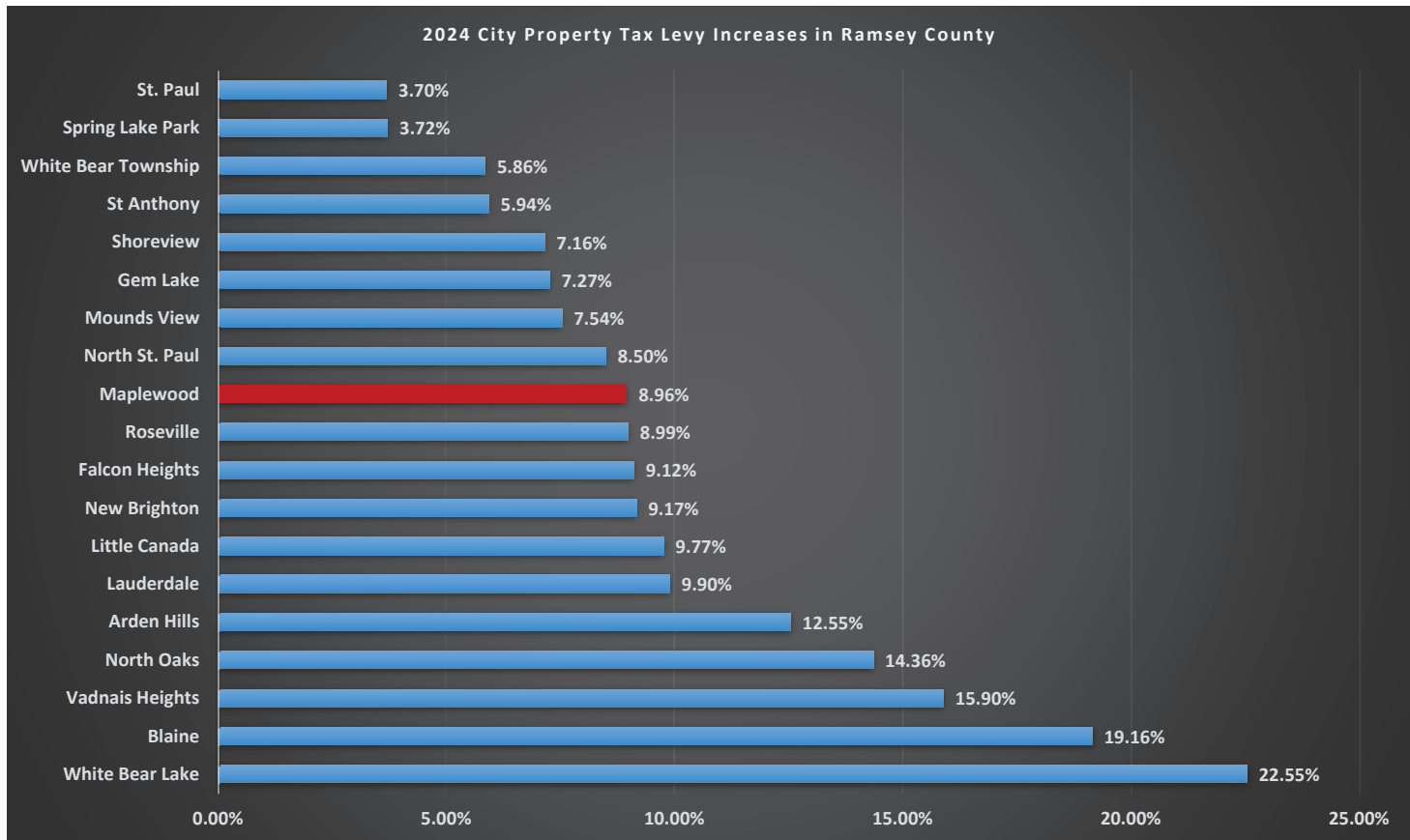


Historical Analysis of Maplewood Tax Rate Calculation Factors

Year	City Tax Levy	Tax Capacity	Fiscal Disparities	Tax Rate
2015	18,991,610	34,824,694	2,551,939	46.353%
2016	19,751,270	35,038,551	2,439,009	48.507%
2017	20,738,833	37,221,915	2,872,903	47.248%
2018	21,465,600	39,497,224	3,052,429	45.911%
2019	22,109,600	42,052,651	3,045,730	44.693%
2020	23,217,300	44,235,214	3,193,463	44.646%
2021	23,217,300	47,124,474	3,447,368	41.953%
2022	24,369,853	47,714,001	3,536,772	43.662%
2023	25,963,885	55,023,019	3,688,056	40.485%
2024	28,289,957	58,000,217	3,569,706	42.621%
Average Annual Increase/Decrease	4.35%	6.30%	3.47%	-1.17%

Ramsey County 2024 Levy Increases

Average 10.01% Median 8.99%



Capital Improvement Plan 2024-2028

Total \$62,972,442

Category	FY2024	FY2025	FY2026	FY2027	FY2028	Total
Building	255,000	450,000	250,000	250,000	300,000	1,505,000
Equipment	2,791,000	1,284,540	1,131,090	1,241,756	2,617,922	9,066,308
Parks	1,425,000	1,565,000	399,000	165,000	250,000	3,804,000
Redevelopment	1,100,000	100,000	1,100,000	100,000	100,000	2,500,000
Street	10,920,000	10,037,134	11,170,000	9,090,000	4,880,000	46,097,134
TOTAL	16,491,000	13,436,674	14,050,090	10,846,756	8,147,922	62,972,442



Financial Policies

No Changes for 2024





Council Considerations

- Recommendation
 - Adopt 2024 Levy at 8.96% increase over the prior year;
 - Adopt 2024 Budget totaling \$75,823,888;
 - Adopt 2024-2028 CIP totaling \$ 62,972,442;
 - Adopt 2024 Financial Management Policies.



Questions?



CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Joe Rueb, Finance Director

PRESENTER: Joe Rueb, Finance Director

AGENDA ITEM: Achieve Language Academy Project
 a. Public Hearing
 b. Resolution Authorizing The Issuance, Sale, And Delivery Of Charter School Lease Revenue And Refunding Notes And Approving The Forms Of And Authorizing The Execution And Delivery Of The Notes And Related Documents (Achieve Language Academy Project)

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”), the City is authorized to issue revenue obligations to (i) finance or refinance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of a “project,” defined in the Act, in part, as any properties, real or personal, used or useful in connection with a revenue producing enterprise, or any combination of two or more such enterprises engaged in any business, and (ii) pay, purchase, or discharge all or any part of the outstanding indebtedness of a qualifying organization previously incurred in the acquisition or betterment of its existing facilities to the extent deemed necessary by the City Council of the City.

Recommended Action:

Motion to adopt the resolution authorizing the issuance, sale, and delivery of charter school lease revenue and refunding notes and approving the forms of and authorizing the execution and delivery of the notes and related documents (Achieve Language Academy Project).

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is up to \$50,000 (Base Charge, representing the City’s issuer fee of 0.50% of total bond issuance amount) + \$2,500 (Application Fee)

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:**Project Description:**

Achieve Language Academy Building Company, a Minnesota nonprofit corporation (the “Company”), and Achieve Language Academy, a Minnesota nonprofit corporation (the “School”), requested that the City of Maplewood consider the possibility of issuing tax-exempt conduit revenue bonds for the benefit of the School to (A) refund existing tax-exempt bonds originally issued by the St. Paul Port Authority and a taxable obligation of the Company, and thereby refinance the School’s existing facility, located at 169 Stillwater Avenue in the City of Saint Paul (the “Existing Facility”), and (B) finance renovation of, and an addition to, to the Existing Facility. St. Paul/St. Paul Port Authority have declined to issue the bonds, but each has previously consented to the issuance of bonds by the City. The bonds are proposed to be issued as private activity bonds that are qualified 501(c)(3) bonds, which would count towards the City’s annual \$10 million limit for qualified tax-exempt bonds (“BQ bonds”).

The City issued BQ bonds in August 2023 (the General Obligation Improvement Bonds, Series 2023A, in the principal amount of \$1,945,000), so the City has approximately \$8 million remaining in capacity to issue BQ bonds, without impacting the prior BQ designation of such bonds. Kennedy & Graven, bond counsel to the City, performed the tax analysis for this project and have concluded that the bonds, a portion would be designated BQ (the “Series 2023-1 Note,” which counts towards the annual \$10 million BQ limit) and the remaining portion of which would be “deemed” designated as BQ (the “Series 2023-2 Note”) which does not count towards such annual \$10 million limit), as proposed could be issued in calendar year 2023 as BQ bonds. This would not impact the City’s General Obligation Improvement Bonds, Series 2023A, issued as BQ bonds in August 2023 in the principal amount of \$1,945,000. Robert W. Baird & Co. Incorporated, the placement agent for the bonds, performed certain preliminary calculations to confirm that the requirements for BQ bonds are met, including calculating the weighted average maturity of the portion of the bonds to be issued to refund the school’s prior obligations and the remaining weighted average maturity of such bonds to be refunded.

Project Outcomes:

If the City approves the issuance of the bonds, the Company and the School will be able to take advantage of the reduced borrowing costs provided by tax-exempt financing.

Before the City may issue the bonds, the City must submit an application to the Minnesota Department of Employment and Economic Development (“DEED”) for approval of the Project in accordance with the Act. The DEED application requires the parties, including the City, as well as bond counsel, to submit certain documents.

In addition, the issuance of the bonds would require the parties to finalize and execute bond documents, including the following documents which are currently on file with the City: (1) the bonds, to be issued in two series, including the Series 2023-1 Note and the Series 2023-2 Note; (2) Loan Agreement between the City and the Company (the “Loan Agreement”); (3) Assignment of Loan Agreement between the City, the Company, and Northeast Bank, the purchaser of the bonds (the “Lender”); (4) Combination Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement by the Company in favor of the Lender; (5) Pledge and Covenant Agreement between the School and the Lender; (6) Assignment of Lease by the Company in favor of the Lender; (7) Disbursing Agreement by and among the Company, the Lender, and a title company; and (8) various closing certificates, including but not limited to an IRS Information Return, Form 8038 by the City, and a tax certificate by the Company and the School, as endorsed by the City,

Obligation of the City:

The bonds proposed to be issued are revenue bonds, meaning the bonds are payable only from the private borrower's loan payments made in accordance with the Loan Agreement and are typically secured by a first mortgage on the facility being financed and/or guarantees or other security. In addition, the bond documents will require the Company (as conduit borrower) and not the City to repay the bonds directly. No money actually flows through the City. The bond documents will include provisions requiring the Company to indemnify the City for any potential liability incurred by the City with respect to the bonds and the Project. The bond documents and the resolution adopted by the City approving their issuance will recite that the bonds, if and when issued, will not to be payable from or charged upon any of the City's funds, other than the revenues received under the Loan Agreement and pledged to the payment of the bonds, and the City will not be subject to any liability on the bonds. No holder of the bonds will ever have the right to compel any exercise by the City of its taxing powers to pay any of the principal of the Bonds or the interest or premium thereon, or to enforce payment of the Bonds against any property of the City except the interests of the City in payments to be made by the Borrower under the Loan Agreement.

The issuance of the bonds does not impact the City's debt capacity and does not constitute a general or moral obligation of the City. The bonds will not be secured by the taxing powers of the City or any assets of the City, and will not adversely impact the City's ability to issue bank-qualified obligations for City projects.

Attachments:

1. Resolution
2. DEED Application
3. DEED Application Letter
4. Series 2023-1 Note
5. Series 2023-2 Note
6. Loan Agreement
7. Assignment of Loan Agreement

**CITY OF MAPLEWOOD
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF
CHARTER SCHOOL LEASE REVENUE AND REFUNDING NOTES AND
APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND
DELIVERY OF THE NOTES AND RELATED DOCUMENTS (ACHIEVE
LANGUAGE ACADEMY PROJECT)**

WHEREAS, the City of Maplewood, Minnesota (the “City”) is a statutory city, municipal corporation, and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota. Pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”), the City is authorized to issue revenue obligations to (i) finance or refinance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of a “project,” defined in the Act, in part, as any properties, real or personal, used or useful in connection with a revenue producing enterprise, or any combination of two or more such enterprises engaged in any business, and (ii) pay, purchase, or discharge all or any part of the outstanding indebtedness of a qualifying organization previously incurred in the acquisition or betterment of its existing facilities to the extent deemed necessary by the City Council of the City;

WHEREAS, in accordance with Minnesota Statutes, Section 471.656, as amended, a municipality is authorized to issue obligations to finance the acquisition or improvement of real property located outside of the corporate boundaries of such municipality if the governing body of the city in which the property is located consents by resolution to the issuance of such obligations; and

WHEREAS, Section 469.155, subd. 12 of the Act authorizes a municipality to issue revenue bonds to refund bonds previously issued by another municipality but only with the consent of the original issuer of such bonds; and

WHEREAS, Achieve Language Academy Building Company, a Minnesota nonprofit corporation (the “Company”), owns the schoolhouse building and related facilities located at 2169 Stillwater Avenue in the City of Saint Paul, Minnesota (the “School Facility”) and leases the School Facility to Achieve Language Academy, a Minnesota nonprofit corporation (the “School”), pursuant to a lease agreement by and between the Company and the School, for the operation by the School of a public charter school facility for pre-kindergarten through eighth grade;

WHEREAS, the Company has requested that the City issue its Charter School Lease Revenue Notes (Achieve Language Academy Project), Series 2023, in one or more series, in the original aggregate principal amount not to exceed \$10,000,000 (collectively, the “Notes”), and loan the proceeds derived from the sale of the Notes to the Company pursuant to a Loan Agreement, to be dated on or after December 1, 2023 (the “Loan Agreement”), between the City and the Company, to (i) refund the Tax-Exempt Revenue Note (Achieve Language Academy Project), Series 2013-5 (the “Series 2013 Note”), previously issued by the Port Authority of the City of Saint Paul (the “Port Authority”) in the original principal amount of \$4,462,500, and a taxable obligation of the Borrower (together, the “Prior Obligations”) incurred in the acquisition or betterment of the School Facility, and thereby refinance the acquisition, renovation, construction, and equipping thereof; (ii) finance the renovation of, and an approximately 12,000 square-foot addition to, the School Facility; (iii) fund a debt service reserve fund, if necessary; (iv) pay a portion

of the interest on the Notes, if necessary; and (v) pay the costs of issuing the Notes, if necessary (the “Project”);

WHEREAS, the proceeds of the Series 2013 Note were used to refund the Lease Revenue Refunding Bonds (Achieve Language Academy Project), Series 2003A (the “Series 2003A Bonds”), previously issued by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “HRA”) in the original principal amount of \$6,485,000;

WHEREAS, the proceeds of the Series 2003A Bonds were applied to finance the costs of constructing and equipping an expansion of the School Facility and to refund the Lease Revenue Bonds (Acorn Dual Language Community Academy Project) Series 1999, previously issued by the HRA in the original aggregate principal amount of \$2,000,000 to finance the School Facility;

WHEREAS, the School Facility will continue to be owned by the Borrower and leased to and operated by School. The Notes are proposed to be purchased by Northeast Bank, a Minnesota state banking corporation (the “Lender”);

WHEREAS, the loan repayments to be made by the Company under the Loan Agreement will be fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Notes when due. The City will assign its rights to the basic payments and certain other rights under the Loan Agreement to the Lender (not including certain unassigned rights of the City, including those related to indemnification and reimbursement for costs and expenses), pursuant to the terms of an Assignment of Loan Agreement, to be dated on or after December 1, 2023 (the “Assignment of Loan Agreement”), between the City, the Company, and the Lender. The Company’s obligation to make loan repayments under the Loan Agreement will be secured by: (i) a Combination Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statements from the Company to the Lender, to be dated on or after December 1, 2023 (the “Mortgage”); (ii) an Assignment of Lease, to be dated on or after December 1, 2023, from the Company to the Lender and consented to by the School (the “Assignment of Lease”); (iii) a Pledge and Covenant Agreement, to be dated on or after December 1, 2023, between the School and the Lender (the “Pledge Agreement”), pledging certain revenues of the School to the Lender, including money due to the School from the State of Minnesota Lease Aid Payment Program; and (iv) other security provided or arranged by the Company or the School;

WHEREAS, the proceeds of the Notes will be disbursed by the Lender to the Company pursuant to the Loan Agreement;

WHEREAS, forms of the following documents have been submitted to the City and are now on file with the City: (i) forms of the Notes; (ii) the Loan Agreement; (iii) the Assignment of Loan Agreement; (iv) the Mortgage; (v) the Assignment of Lease; and (vi) the Pledge Agreement;

WHEREAS, the Company and the School have both represented to the City that they are exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), as a result of the application of Section 501(c)(3) of the Code;

WHEREAS, pursuant to Section 147(f) of the Code and regulations promulgated thereunder, the Notes may not be issued as tax-exempt bonds unless the City Council of the City and the City Council of the City of Saint Paul, Minnesota (the “Host City”) each approves the Notes after conducting a public hearing thereon, and Section 469.154, subdivision 4 of the Act requires that prior to submitting an application to the Minnesota Department of Employment and Economic Development (“DEED”) for approval of the Project, the City Council of the City must conduct a public hearing on the proposal to undertake projects authorized to be financed under the terms of the Act;

WHEREAS, on November 15, 2023, the City Council of the Host City held a public hearing and approved the issuance of the Notes to finance and refinance the Project, all in accordance with Minnesota Statutes, Section 471.656, and Section 147(f) of the Code;

WHEREAS, on November 28, 2023, the Board of Commissioners of the Port Authority adopted a resolution consenting to the issuance by the City of the Notes to refund the Series 2013 Note in accordance with Section 469.155, subd. 12 of the Act;

WHEREAS, a notice of public hearing (the “Public Notice”) was published in the *Pioneer Press*, the official newspaper and a newspaper of general circulation in the City, with respect to (i) the required public hearing to be held by the City under Section 147(f) of the Code; (ii) the required public hearing under Section 469.154, subdivision 4 of the Act; and (iii) the approval of the issuance of the Notes. The Public Notice was published at least 14 days prior to the date of the public hearing. On the date hereof, the City Council of the City conducted a public hearing at which a reasonable opportunity was provide for interested individuals to express their views, both orally and in writing, with respect to the proposed issuance of the Notes and the location and nature of the Project.

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

Section 1. Issuance of the Notes.

1.01. Findings. The Council hereby finds, determines, and declares that:

(a) The issuance and sale of the Notes, the execution and delivery by the City of the Notes, the Loan Agreement, and the Assignment of Loan Agreement, and the performance of all covenants and agreements of the City contained in the Loan Agreement and the Assignment of Loan Agreement are undertaken pursuant to the Act.

(b) The acquisition, construction, renovation, expansion and equipping of the Project to be financed and refinanced by the Notes furthers the economic development purposes stated in Section 469.152 of the Act and constitutes a revenue producing “project,” as defined in Section 469.153, subdivision 2(b) of the Act.

(c) In accordance with Section 469.154, subdivision 7, of the Act, the officers, employees, and agents of the City are hereby authorized and directed to encourage the Company and the School to target employment opportunities to qualified individuals who are unemployed or economically disadvantaged. Such individuals may be identified by such mechanisms as are available to the Company and the School, such as a first source agreement in which the Company and the School agrees to use a designated State employment office as a first source for employment recruitment, referral, and placement.

(d) The loan repayments to be made by the Company under the Loan Agreement are fixed to produce revenues sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Notes issued under this resolution when due, and the Loan Agreement also provides that the Company is required to pay all expenses of the operation and maintenance of the School Facility, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all lawfully imposed taxes and special assessments levied upon or with respect to the School Facility and payable during the term of the Loan Agreement.

(e) As provided in the Loan Agreement, the Notes shall not be payable from nor charged upon any funds other than the revenues pledged to its payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Notes shall ever have the right to compel any exercise by the City of its taxing powers to pay the Notes or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder (except for certain unassigned rights of the City, including those related to indemnification and reimbursement for certain costs and expenses), which will be assigned to the Lender under the Assignment of Loan Agreement. The Notes shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Loan Agreement, and the revenues and assets thereunder (except for the unassigned rights of the City referenced above), which will be assigned to the Lender under the Assignment of Loan Agreement. Each Note shall recite that such Note is issued pursuant to the Act, and that such Note, including interest and premium, if any, thereon, is payable solely from the revenues and assets pledged to the payment thereof, and the Notes shall not constitute a debt of the City within the meaning of any constitutional or statutory limitations.

1.02. Issuance and Sale of the Notes. The City hereby authorizes the issuance of the Notes in the aggregate principal amount not to exceed \$10,000,000, of which up to \$3,200,000 will refund the Prior Obligations and thereby refinance the School Facility, and the balance will finance the renovations and additions to the School Facility. The City hereby further authorizes the issuance of the Notes in one or more series, in the forms, and with the terms set forth in the forms of the Notes now on file with the City. The aggregate principal amount of the Notes (subject to the limitations set forth in this Section 1.02), the interest rate of each of the Notes, the terms for adjustment of the interest rate on the Notes, the date of the documents referenced in this resolution and the Notes, and the terms of redemption of the Notes may be established or modified with the approval of the City. The execution and delivery of the Notes shall be conclusive evidence that the City has approved such terms as subsequently established or modified. The offer of the Lender to purchase the Notes at the price of par plus accrued interest, if any, to the date of delivery at the interest rate or rates specified in the Notes is hereby accepted. Upon approval of the Project by DEED, the Mayor and the City Manager of the City (the “City Officials”) are authorized and directed to prepare and execute the Notes as prescribed in the Loan Agreement and the Notes shall be delivered to the Lender. The City Officials are hereby authorized to execute and deliver any agreements with any depository institution, including any representation letter or amendment to any existing representation letter, in the event the City and the Lender elect to register the Notes in book-entry form.

1.03. Special, Limited Obligations of City. The Notes shall be special, limited obligations of the City, and the principal of, premium, if any, and interest on the Notes shall be payable solely from the proceeds of the Notes, the revenues derived from the Company pursuant to the Loan Agreement, and the security provided by the Company in accordance with the terms of the Loan Agreement, the Mortgage, the Assignment of Loan Agreement, the Assignment of Lease, the Pledge Agreement, and any and all other security of any kind or nature provided by the Company to the Lender. The Notes will be subject to the provisions of a Tax Certificate, to be dated on or after December 1, 2023 (the “Tax Certificate”), by the Company and the School, and endorsed by the City.

1.04. Approval of Documents. The City Officials are hereby authorized and directed to execute and deliver the Loan Agreement, the Notes, the Assignment of Loan Agreement, and such other documents as bond counsel considers appropriate in connection with the issuance of the Notes (collectively, the “City Documents”). The forms of the City Documents and all other documents listed in the recitals hereof and exhibits thereto, and any consents and such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of the Notes, including without limitation various certificates of the City, . a certificate as to arbitrage and rebate, and similar documents (collectively, the “Financing

Documents”) are approved substantially in the forms on file with the City Manager. The City Documents, in substantially the forms submitted, are directed to be executed in the name and on behalf of the City by the City Officials. The Notes are to be executed in the name of and on behalf of the City by the City Officials and delivered to the Lender. Any other Financing Documents and certificates necessary to the transaction described above may be executed by one or more appropriate officers of the City. All of the provisions of the Financing Documents, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

The approval hereby given to the various Financing Documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by bond counsel to the City, the appropriate City staff person, or by the officers authorized herein to execute or accept, as the case may be, said documents prior to their execution; and said officers or staff members are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof.

1.05. Certifications of the City. The Mayor, City Manager, and Finance Director of the City and other officers, employees, and agents of the City are hereby authorized and directed to prepare and furnish to bond counsel and the Lender certified copies of all proceedings and records of the City relating to the issuance of the Notes, including a certification of this resolution. Such officers, employees, and agents are hereby authorized to execute and deliver, on behalf of the City, all other certificates, instruments, and other written documents that may be requested by bond counsel, the Lender, or other persons or entities in conjunction with the issuance of the Notes. Without imposing any limitation on the scope of the preceding sentence, such officers, employees, and agents are specifically authorized to execute and deliver one or more certificates of the City, an endorsement of the City to the Tax Certificate, an Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, and all other documents and certificates as shall be necessary and appropriate in connection with the issuance, sale, and delivery of the Notes. The City hereby authorizes Kennedy & Graven, Chartered, acting as bond counsel, to prepare, execute, and deliver its approving legal opinion with respect to the Notes.

1.06. Security for the Notes. The City hereby authorizes the Company to provide such security for payment of the Company's obligations under the Loan Agreement and for payment of the Notes, including the Mortgage, the Assignment of Lease, and the Pledge Agreement, as is agreed upon by the Company and the Lender, and the City hereby approves the execution and delivery of such security.

1.07. DEED Application. As required by the terms of Section 469.154 of the Act, the employees, officers, and agents of the City are hereby authorized and directed to submit an application to DEED for approval of the Project and the issuance of the Notes.

1.08. Qualified Tax-Exempt Obligations. In order to qualify the Notes 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 Notes are qualified 501(c)(3) bonds (as defined in Section 145 of the Code), and therefore are not treated as “private activity bonds” (as defined in Section 141 of the Code) for the purposes of Section 265(b)(3) of the Code;

(b) (I) the Series 2013 Note was previously designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, (II) the average maturity date of the

portion of the Notes that are proposed to refund the Series 2013 Note (the “Series 2013 Refunding Note”) is not later than the average maturity date of the portion of the Series 2013 Note to be refunded by the Series 2013 Refunding Note, and (III) the Series 2013 Refunding Note has a maturity date which is not later than that date the Series 2013 Note was issued; and therefore the Series 2013 Refunding Note portion of the Notes is deemed designated as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code;

(d) the City hereby designates the remaining portion of the Notes as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(e) the reasonably anticipated amount of tax-exempt obligations (other than 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;

(f) 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; and

(g) the aggregate face amount of the issue of the Notes is not greater than \$10,000,000.

1.09. Registration of Transfer. The City will cause to be kept at the office of the City Manager a Note Register for each Note in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of transfers of ownership of such Note. Each Note shall be initially registered in the name of the Lender and, subject to Section 1.12, shall be transferable upon the applicable Note Register for such Note by the Lender in person or by its agent duly authorized in writing, upon surrender of such Note together with a written instrument of transfer satisfactory to the City Manager, duly executed by the Lender or its duly authorized agent. The following form of assignment shall be sufficient for said purpose.

For value received _____ hereby sells, assigns and transfers unto _____ the within Note of the City of Maplewood, Minnesota, and does hereby irrevocably constitute and appoint _____ attorney to transfer said Note on the books of said City with full power of substitution in the premises. The undersigned certifies that the transfer is made in accordance with the provisions of Sections 1.09 through 1.12 of the Resolution authorizing the issuance of the Note.

Dated: _____
By: _____
Registered Owner

Upon such transfer the City Manager shall note the date of registration and the name and address of the new Lender in the applicable Note Register and in the registration blank appearing on such Note; subject to receipt of a purchaser letter or certification as required by Section 1.12 hereof.

1.10. Mutilated, Lost or Destroyed Note. In case a Note issued hereunder shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and delivered, a new Note of like outstanding principal amount, number, series and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note destroyed or lost, upon the payment by the Lender of the reasonable expenses and charges of the City in connection therewith, and in the case of a Note destroyed or lost, the filing with the City of evidence satisfactory to the City with indemnity satisfactory to it. If the mutilated, destroyed or lost Note has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Note prior to payment.

1.11. Ownership of Notes. The City may deem and treat the person in whose name the Notes are last registered in the applicable Note Register for such Note and by notation on such Note whether or not such Note shall be overdue, as the absolute owner of such Note for the purpose of receiving payment of or on account of the principal balance, redemption price or interest and for all other purposes whatsoever, and the City shall not be affected by any notice to the contrary.

1.12. Limitation on Note Transfers. The Notes shall be issued to a “qualified institutional buyer” or an “accredited investor” (i.e. the Lender) and without registration under state or other securities laws, pursuant to an exemption for such issuance; and accordingly the Notes may not be assigned or transferred in whole or part, nor may a participation interest in the Notes be given pursuant to any participation agreement, except to another “qualified institutional buyer” or “accredited investor” in accordance with an applicable exemption from such registration requirements and with full and accurate disclosure of all material facts to the prospective purchaser(s) or transferee(s). The City will require, as a precondition to any transfer, that the transferee provide to the City a written letter or certificate in a form satisfactory to the City and other evidence satisfactory to the City that the transferee is a qualified institutional buyer or other accredited investor under the securities laws.

1.13. Issuance of New Notes. Subject to the provisions of Section 1.12, the City shall, at the request and expense of the Lender, issue a new note, in aggregate outstanding principal amount equal to that of the Note surrendered, and of like tenor except as to number, principal amount, and the amount of the periodic installments payable thereunder, and registered in the name of the Lender or such transferee as may be designated by the Lender.

Section 2. Miscellaneous.

2.01. Agreements Binding. All agreements, covenants, and obligations of the City contained in this resolution and in the above-referenced documents shall be deemed to be the agreements, covenants, and obligations of the City to the full extent authorized or permitted by law, and all such agreements, covenants, and obligations shall be binding on the City and enforceable in accordance with their terms. No agreement, covenant, or obligation contained in this resolution or in the above-referenced documents shall be deemed to be an agreement, covenant, or obligation of any member of the Council, or of any officer, employee, or agent of the City in that person’s individual capacity. Neither the members of the Council nor any officer executing the Notes shall be liable personally on the Notes or be subject to any personal liability or accountability by reason of the issuance of the Notes.

2.02. Rights Conferred. Except as herein otherwise expressly provided, nothing in this resolution or in the Loan Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the City and the registered and beneficial owners of the Notes, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provision hereof or of the Loan Agreement or any provision thereof; this resolution, the Loan Agreement and all of their provisions being intended to be, and being for the sole and exclusive benefit of the City and the registered and beneficial owners of the Notes issued under the provisions of this resolution and the Loan Agreement, and the Company to the extent expressly provided in the Loan Agreement.

No provision, covenant, or agreement contained in the Financing Documents, the Notes or in any other document relating to the Notes, and no obligation therein or herein imposed upon the City or the breach thereof, shall constitute or give rise to any pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the City has not obligated itself to pay or remit any funds or revenues, other than

funds and revenues derived from the Loan Agreement which are to be applied to the payment of the Notes, as provided therein and in the Financing Documents.

2.03. Validity. In case any one or more of the provisions of this resolution, or of the documents mentioned herein, or of the Notes issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the Notes, but this resolution, the aforementioned documents, and the Notes shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein. If for any reason the Mayor or the City Manager, or any other officers, employees, or agents of the City authorized to execute certificates, instruments, or other written documents on behalf of the City, shall for any reason cease to be an officer, employee, or agent of the City after the execution by such person of any certificate, instrument, or other written document, such fact shall not affect the validity or enforceability of such certificate, instrument, or other written document. If for any reason the Mayor or the City Manager is unable to execute and deliver the documents referred to in this resolution, such documents may be executed by any member of the City Council or any officer of the City delegated the duties of the Mayor or the City Manager with the same force and effect as if such documents were executed and delivered by the Mayor or the City Manager.

2.04. Costs. The Company will pay the administrative fees of the City and pay, or, upon demand, reimburse the City for payment of, any and all costs incurred by the City in connection with financing the Project and issuing the Notes, whether or not the Notes are issued. The Company shall indemnify the City against all liabilities, losses, damages, costs, and expenses (including attorney's fees and expenses incurred by the City) arising with respect to the Project or the Notes, as further provided for in the Loan Agreement.

2.05. Governmental Program. The City has established a governmental program of acquiring purpose investments for qualified 501(c)(3) organizations' projects. The governmental program is one in which the following requirements of §1.148-1(b) of the federal regulations relating to tax-exempt obligations shall be met:

- (a) the program involves the origination or acquisition of purpose investments;
- (b) at least 95% of the cost of the purpose investments acquired under the program represents one or more loans to a substantial number of persons representing the general public, states or political subdivisions, 501(c)(3) organizations, persons who provide housing and related facilities, or any combination of the foregoing;
- (c) at least 95% of the receipts from the purpose investments are used to pay principal, interest, or redemption prices on issues that financed the program, to pay or reimburse administrative costs of those issues or of the program, to pay or reimburse anticipated future losses directly related to the program, to finance additional purpose investments for the same general purposes of the program, or to redeem and retire governmental obligations at the next earliest possible date of redemption;
- (d) the program documents prohibit any obligor on a purpose investment financed by the program or any related party to that obligor from purchasing bonds of an issue that finances the program in an amount related to the amount of the purpose investment acquired from that obligor; and.

2.06. Effective Date. This resolution shall be in full force and effect from and after its approval. The approvals contained in the resolution are effective for one year after the date hereof.

Adopted by the City Council of the City of Maplewood, Minnesota this 11th day of December, 2023.

Marylee Abrams, Mayor

ATTEST:

Melinda Coleman, City Manager

**Application for Approval of Local Bond Financing -
Pursuant to Minn. Stat. 469.152 – 469.1655**

Please submit two copies of this form but only one copy of supporting documents requested on page 2.

Name of Issuer (Municipality or Redevelopment agency): City of Maplewood, Minnesota (the "Issuer")

Contracting Party (Non-Profit or Business Name): Achieve Language Academy Building Company (the "Borrower")

Industry and Service/Product: charter school, grades kindergarten through grade 8

Project Location (street address, city/township, county – if outside city/township): 2169 Stillwater Avenue, Saint Paul, Minnesota (the "School Facility")

Current Full-time and Part-time Jobs at Location: 73 FT Jobs 1 PT Jobs

New (not currently in Minnesota) Permanent Jobs Created by Project: 0 FT Jobs 0 PT Jobs

Expected Annual Wages of New Full-Time Jobs: N/A

Project Type (check one): Education Health Care Waste/Green
 Other (please describe) _____

Description of Project Financed by Bond Proceeds:

(i) refund the Tax-Exempt Revenue Note (Achieve Language Academy Project), Series 2013-5, issued by the Port Authority of the City of Saint Paul (the "Port Authority") in the original principal amount of \$4,462,500, and a taxable obligation of the Borrower (together, the "Prior Obligations") incurred in the acquisition or betterment of the Borrower's School Facility, and thereby refinance the acquisition, renovation, construction, and equipping thereof; (ii) finance the renovation of, and a 12,000 square-foot addition to, the School Facility; (iii) fund a debt service reserve fund for the conduit revenue obligations to be issued by the Issuer (the "Notes"), if necessary; (iv) pay a portion of the interest on the Notes, if necessary; and (v) pay the costs of issuing the Notes

Dates of Construction (if applicable): June 1st 2024 through August 30th 2025

Date Project Expected to be Operational: Project is currently operational

Dollar Amount of Bonds Expected to be Issued: up to \$10,000,000, of which \$3,200,000 is being used to refund the Prior Obligations

Expected Term: [] years Expected Interest Rate: to be determined

Bond Counsel: Sofia Lykke, Kennedy & Graven, Chartered Phone: 612-337-9283

E-mail: slykke@kennedy-graven.com

**Application for Approval of Local Bond Financing
Pursuant to Minn. Stat. 469.152 – 469.1655**

The following exhibits must be furnished with this application:

- _____ An opinion of bond counsel that the proposal constitutes a project under Minn. Stat. 469.153, Subd. 2.

- _____ A copy of the resolution by the governing body of the Issuer giving preliminary or final approval for the issuance of its revenue bonds and stating that the project, except for a project under Minn. Stat. 469.153, Subd. 2(g) or (j), furthers the purposes of Minn. Stat. 469.152 – 469.165.

- _____ A letter of intent to purchase the bond issue or a letter confirming the feasibility of the project from a financial standpoint.

- _____ A comprehensive statement by the municipality indicating how the project satisfies the purposes of Minn. Stat. 469.152 - 469.165.

- _____ A statement signed by a representative of the Issuer that the project does not include any property to be sold or affixed to or consumed in the production of property for sale, and does not include any housing facility to be rented or used as a permanent residence.

- _____ A statement signed by a representative of the Issuer that a public hearing was conducted pursuant to Minn. Stat. 469.154, Subd. 4. The statement shall include the date, time and place of the meeting and certify that a draft copy of this application with all attachments was available for public inspection and that all interested parties were afforded an opportunity to express their views.

- _____ A statement signed by the principal representative of the issuing authority to the effect that upon entering into the revenue agreement, the information required by Minn. Stat. 469.154, Subd. 5 will be submitted to the Department (not applicable to projects under Minn. Stat. 469.153, Subd. 2(g) or (j)).

- _____ A plan for encouraging the targeting of employment opportunities to economically disadvantaged or unemployed individuals. (See Minn. Stat. 469.154, Subd. 7.) **The plan must indicate one or more specific steps that may include using employment offices (e.g., Minnesota Workforce Centers) for recruitment and placement, among other actions.**

- _____ Affidavit(s) of publication or copies of notice(s) as published which indicate the date(s) of publication and the newspaper(s) in which the notice(s) were published.

**Application for Approval of Local Bond Financing
Pursuant to Minn. Stat. 469.152 – 469.1655**

We, the undersigned, are principal officer(s) or representative(s) of the Issuer
and solicit DEED's approval of this project.

_____ Signature	_____ Marylee Abrams, Mayor Print Name and Title
_____ 1830 County Road B East Street Address marylee.abrams@maplewoodmn.gov	_____ Maplewood, MN 55109 City, State and Zip
_____ E-Mail	_____ Date
_____ Signature	_____ Melinda Coleman, City Manager Print Name and Title
_____ 1830 County Road B East Street Address	_____ Maplewood, MN 55109 City, State and Zip
_____ Melinda.Coleman@MaplewoodMN.gov E-Mail	_____ Date

E-mail for the chief administrator or operating office of the issuer (municipality or redevelopment agency):

DEED Approval

_____ Authorized Signature	_____ Approval Date
<i>(Approval shall not be deemed to be an approval on the feasibility of the project or the terms of the revenue agreement to be executed or the bonds to be issued thereof.)</i>	

Send two copies of form and one copy of supporting documents noted on page 2 to:

Minnesota Department of Employment and Economic Development
Kevin McKinnon, Executive Director, Business Finance Office
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, Minnesota 55101
Phone: 651-259-7440
E-mail: kevin.mckinnon@state.mn.us

[Letterhead of the City of Maplewood, Minnesota]

December ____, 2023

Mr. Kevin McKinnon
Minnesota Department of
Employment and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, Minnesota 55101-1351

Re: City of Maplewood, Minnesota Charter School Lease Revenue Notes (Achieve Language Academy Project), Series 2023

Dear Mr. McKinnon:

The undersigned, being the duly qualified and acting City Manager of the City of Maplewood, Minnesota (the “City”), certifies that the City has been provided by Achieve Language Academy Building Company, a Minnesota nonprofit corporation (the “Borrower”), and Achieve Language Academy, a Minnesota nonprofit corporation (the “School”), with certain information concerning a proposed project (the “Project”) under the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 to 469.1655, as amended (the “Act”). On the basis of such information the City Council of the City, by a resolution adopted December 11, 2023 (the “Resolution”), has approved the proposed Project and the financing and refinancing thereof by the issuance of a revenue obligation or obligations of the City, subject to approval of the Project by the Commissioner of the Minnesota Department of Employment and Economic Development. The following are factors considered by the City in determining to give approval to said Project:

1. The “Project” consists generally of the renovation and improvement of the existing School campus located at 2169 Stillwater Avenue in the City of Saint Paul, Minnesota (the “School Facility”).
2. Kennedy & Graven, Chartered, bond counsel, is of the opinion that the Project constitutes a “project” within the meaning of Minnesota Statutes, Section 469.153, Subdivision 2(b).
3. The Project will enhance the educational opportunities available in the City, thereby contributing to improvement of the quality of life for residents of the City and the surrounding areas and helping to ensure a labor pool for attracting and retaining sound industry and commerce.

4. Based on representations of the Borrower and the School as to the nature of the Project, the City believes that the Project will be compatible with present and projected development in the area.

5. Nothing has come to the attention of the City to indicate that the proposed financing of the Project would adversely and unfairly affect any other business enterprise located in the City.

6. The City will comply with the requirements of Minnesota Statutes, Section 469.154, Subdivision 5.

7. Based on representations of the Borrower and the School as to the nature of the Project, the Project does not include any property to be sold or affixed to or consumed in the production of property for sale, and does not include any housing facility to be rented or used as a permanent residence.

8. Based on representations of the Borrower and the School as to the nature of the Project, the Project does not include an airplane, a private luxury box, a facility primarily used for gambling, or a store the principal business of which is the sale of alcoholic beverages for consumption off premises.

9. A public hearing was conducted on December 11, 2023 in the City Council Chambers in the City Hall at 1830 County Road B East in the City, pursuant to Minnesota Statutes, Section 469.154, Subdivision 4, to consider the proposal that the City undertake and finance the Project. A draft copy of the "Application for Approval of Industrial Development/Revenue Bond Project Pursuant to Minnesota Statutes, Sections 469.152 through 469.1655 with attachments was available for public inspection. All interested parties were afforded an opportunity to express their views.

10. Pursuant to the Resolution, the City will undertake to encourage the targeting of employment opportunities made available by the Project to qualified individuals who are unemployed or economically disadvantaged, as contemplated in Minnesota Statutes, Section 469.154, Subdivision 7.

CITY OF MAPLEWOOD, MINNESOTA

By: _____
Its: City Manager

SOFIA E. LYKKE

Direct Dial: (612) 337-9283

Email: slykke@kennedy-graven.com

December __, 2023

Mr. Kevin McKinnon
Director of Business Finance
Minnesota Department of Employment
and Economic Development
1st National Bank Building, Suite E200
332 Minnesota Street
St. Paul, Minnesota 55101-1351

Re: City of Maplewood, Minnesota – Charter School Lease Revenue Notes (Achieve Language Academy Project), Series 2023

Dear Mr. McKinnon:

Based upon a preliminary review of certain facts and circumstances presented to us concerning the project proposed to be financed by issuance of the above-referenced revenue note, it is our opinion that such project qualifies as a “project” within the meaning of Minnesota Statutes, Section 469.153, Subdivision 2.

KENNEDY & GRAVEN, CHARTERED

Sofia E. Lykke

SOFIA E. LYKKE
Direct Dial: (612) 337-9283
Email: slykke@kennedy-graven.com

December __, 2023

Mr. Kevin McKinnon
Director of Business Finance
Minnesota Department of Employment
and Economic Development
1st National Bank Building, Suite E200
332 Minnesota Street
St. Paul, Minnesota 55101-1351

Re: City of Maplewood, Minnesota – Charter School Lease Revenue Notes (Achieve Language Academy Project), Series 2023

Dear Mr. McKinnon:

Enclosed please find the following documents which are submitted for your approval of the above-mentioned project pursuant to Minnesota Statutes, Section 469.154, Subdivision 5:

1. Two copies of the Application to the Minnesota Department of Employment and Economic Development for Approval of Industrial Development Bond Project;
2. Opinion of Bond Counsel that the proposal constitutes a project under Minnesota Statutes Section 469.153, Subd. 2;
3. Resolution of the City Council of the City of Maplewood, Minnesota adopted December 11, 2023, approving the Project;
4. Statement Concerning a Proposed Project Under Minnesota Statutes, Sections 469.152 to 469.1655;

Mr. Kevin McKinnon
December __, 2023
Page Two

5. Letter of Intent to purchase or place the above-referenced note from Northeast Bank which confirms the feasibility of the Project from a financial standpoint;
6. Affidavit of Publication of Notice of Public Hearing; and
7. Letter from Achieve Language Academy which constitutes a plan for compliance with employment preference for economically disadvantaged or unemployed individuals.

As Bond Counsel for this issue, please direct any communications concerning this Project to us at the above address. If you have any questions or comments as to this financing, feel free to call me at any time.

Sincerely,

Sofia E. Lykke

Enclosures

(LETTERHEAD OF NORTHEAST BANK)

_____, 2023

Mr. Kevin McKinnon
Director of Business Finance
Minnesota Department of Employment
and Economic Development
1st National Bank Building, Suite E200
332 Minnesota Street
St. Paul, Minnesota 55101-1351

Re: City of Maplewood, Minnesota – Charter School Lease Revenue Notes (Achieve Language Academy Project), Series 2023

We have considered the financial feasibility of the above-referenced obligations (the “Notes”) to be issued under the provisions of the Minnesota Statutes, Section 469.152 to 469.1655, as amended, to provide funds for a proposed project to be owned by Achieve Language Academy Building Company, a Minnesota nonprofit corporation (the “Borrower”) and leased to Achieve Language Academy, a Minnesota nonprofit corporation (the “School”), which consists of: (i) the refunding of the Tax-Exempt Revenue Note (Achieve Language Academy Project), Series 2013-5, issued by the Port Authority of the City of Saint Paul (the “Port Authority”) in the original principal amount of \$4,462,500, and a taxable obligation of the Borrower (together, the “Prior Obligations”) incurred in the acquisition or betterment of the Borrower’s existing facility located at 2169 Stillwater Avenue in Saint Paul, Minnesota (the “School Facility”), and thereby refinance the acquisition, renovation, construction, and equipping thereof (ii) finance the renovation of, and a 12,000 square-foot addition to, the School Facility; (iii) fund a debt service reserve fund for the Notes, if necessary; (iv) pay a portion of the interest on the Notes, if necessary; and (v) pay the costs of issuing the Notes (collectively, the “Project”). The aggregate face amount of revenue note proposed to be issued to finance the Project is presently estimated not to exceed \$10,000,000, of which \$3,200,000 will refund the Prior Obligations.

Our review has led us to the conclusion that on the basis of current financial conditions, the Project is feasible from a financial standpoint and we expect to purchase the Notes when issued.

We understand a copy of this letter will be forwarded by the City to the Minnesota Department of Employment and Economic Development to serve as the letter of feasibility required by the Commissioner.

Sincerely,

NORTHEAST BANK

By _____
Its _____

Print Name _____

(ACHIEVE LANGUAGE ACADEMY LETTERHEAD)

_____, 2023

City of Maplewood, Minnesota
1830 County Road B East
Maplewood City Hall
Maplewood, MN 55109

Re: City of Maplewood, Minnesota – Charter School Lease Revenue Notes (Achieve Language Academy Project), Series 2023

In accordance with Minnesota Statutes, Section 469.154, Subdivision 7, as amended, (the “Act”), Achieve Language Academy, a Minnesota nonprofit corporation (the “School”), hereby agrees to make every effort to comply with the requirements of the Act for the purpose of targeting employment opportunities to those individuals who are unemployed or who are economically disadvantaged and who otherwise qualify for employment with the School.

It is the intent of the School to use the Minnesota Workforce Centers as a first source for employment recruitment, referral, and replacement. It is also the intent of the School to use advertisements in the local newspaper, to screen potential job applicants according to the criteria set forth in the Act and to provide employment to individuals qualifying thereunder.

It further is the intent of the School to provide such reports to the Commissioner of the Department of Employment and Economic Development of the State of Minnesota as may be required by the Act or other laws of the State of Minnesota.

ACHIEVE LANGUAGE ACADEMY

By _____
Its _____

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

Charter School Lease Revenue and Refunding Note
(Achieve Language Academy Project)
Series 2023-1

Original Issue Date: December [28], 2023

[\$7,245,000]

FOR VALUE RECEIVED the CITY OF MAPLEWOOD, MINNESOTA, a statutory city, municipal corporation, and political subdivision of the State of Minnesota (the “Issuer”), hereby promises to pay to the order of NORTHEAST BANK, a Minnesota state banking corporation, its successors or registered assigns (the “Lender”), from the source and in the manner hereinafter provided, the principal sum of [SEVEN MILLION TWO HUNDRED FORTY FIVE THOUSAND DOLLARS AND NO/100] (\$[7,245,000]), or so much thereof as has been advanced and remains unpaid from time to time (the “Principal Balance”), with interest thereon from the date hereof until paid or otherwise discharged as set forth in Section 1 below, in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

1. Commencing on the Original Issue Date of this Note and continuing through December 1, 2048 (the “Maturity Date”), interest shall accrue on the outstanding Principal Balance at a rate of 4.90% per annum. Interest only is payable monthly on the first day of the month, commencing February 1, 2024, and continuing on the first day of each month thereafter until September 1, 2025 [together with a principal payment in the amount of \$_____ with each interest payment]. Thereafter, monthly installments of principal and interest in an amount sufficient to fully amortize this Note over the remaining term of this Note shall be payable on the first day of each month until the Maturity Date. On the Maturity Date, the remaining principal balance of this Note together with all accrued but unpaid interest thereon shall be due and payable in full.

2. In any event, the payments hereunder shall be sufficient to pay all principal and interest due, as such principal and interest becomes due, and to pay any premium or service charge, at maturity, upon prepayment, or otherwise. Interest shall be computed on 360/365 basis (that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the actual number of days the principal balance is outstanding).

3. Any monthly payment of principal or interest not made within 10 days of the due date shall be subject to a late payment fee equal to 5% of the monthly payment (including any final payment). The late payment fees shall apply individually to all payments past due. This provision shall not be deemed to excuse a late payment or be deemed a waiver of any other rights the Lender may have, including the right to declare the entire unpaid principal and interest immediately due and payable.

4. Upon the occurrence of an Event of Default and irrespective of whether Lender exercises its option to accelerate the maturity of this Note by reason of such Event of Default, or if all advances made by the Lender and all interest accrued thereon, have not been paid on or before the Maturity Date, all amounts due under this Note shall thereafter bear interest while such default continues at the rate of 3% per annum greater than the then current interest rate. No delay or omission on the part of the Lender in exercising any right hereunder or under any other instrument now or hereafter given to evidence or secure

the indebtedness evidenced hereby, shall operate as a waiver of such right, or any other right hereunder, or under any of said agreements.

5. All payments and prepayments made hereon shall, at the option of the Lender, be applied in the following order: (i) to any costs of collection; (ii) to any late payment fees and service charges; (iii) to any prepayment premium; (iv) to accrued interest on this Note (including any default interest); and (v) to reduction of the Principal Balance. If any advances made by the Lender due to the occurrence of an Event of Default hereunder or under the terms of any instrument securing the Note are not repaid on demand, any moneys received, at the option of the Lender, may first be applied to repay such advances and the balance, if any, shall be applied on account of any installments then due.

6. Principal and interest and premium, if any, due hereunder shall be payable at the office of the Lender as set forth in the attached Note register, or at such other place as the Lender may designate in writing.

7. This Note was issued by the Issuer, along with the proceeds of the Charter School Lease Revenue Refunding Note (Achieve Language Academy Project), Series 2023-2 (the “Series 2023-2 Note” and, together with this Note, the “Notes”), dated December [28], 2023, in the original aggregate principal amount of \$[2,440,000], to provide funds pursuant to a Loan Agreement, dated December [28], 2023 (the “Loan Agreement”), between the Issuer and Achieve Language Academy Building Company, a Minnesota nonprofit corporation (the “Company”), for a project, as defined in Minnesota Statutes, Section 469.153, subdivision 2(b). The proceeds of the Notes will be used for the purposes of (i) refunding the Prior Obligations (as defined in the Loan Agreement); (ii) financing the renovation of, and a 12,000 square-foot addition to, the building and related facilities (the “School Facility”) located at 2169 Stillwater Avenue in the City of Saint Paul, Minnesota, for use as a public charter school; (iii) funding a debt service reserve fund, if necessary; (iv) paying a portion of the interest on the Notes, if necessary; and (v) paying the costs of issuing the Notes. The School Facility is and will continue to be owned by the Company and leased to Achieve Language Academy, a Minnesota nonprofit corporation and public charter school (the “School”), as a public charter school facility for pre-kindergarten through eighth grade. This Note is further issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.152 through 469.1655, as amended, and pursuant to a resolution adopted by the City Council of the Issuer on December 11, 2023 (the “Resolution”).

8. The Loan Repayments (as defined in the Loan Agreement) to be made by the Company under the Loan Agreement will be fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on this Note when due. The Issuer will assign its rights to the basic payments and certain other rights under the Loan Agreement to the Lender pursuant to the terms of an Assignment of Loan Agreement, dated December [28], 2023 (the “Assignment of Loan Agreement”), between the Issuer, the Company, and the Lender. This Note and the Company’s obligation to make Loan Repayments on this Note under the Loan Agreement will be secured by: (i) a first lien position Combination Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated December [28], 2023 (the “Mortgage”); (ii) an Assignment of Lease, dated December [28], 2023 (the “Assignment of Lease”), from the Company to the Lender and consented to by the School; and (iii) a Pledge and Covenant Agreement, dated December [28], 2023 (the “Pledge Agreement” and, together with the Loan Agreement, the Assignment of Loan Agreement, the Mortgage, and the Assignment of Lease, the “Loan Documents”), between the School and the Lender.

9. Subject to the limitations in this Section and the payment of the Prepayment Premium provided below, this Note is subject to prepayment in whole or in part in immediately available funds on any date at the option of the Company. To exercise this option, the Company must give written notice in the name of the Issuer to the Lender not less than 30 days prior to the date fixed for prepayment; provided

that the Lender may waive or provide alternative notice requirements, no more restrictive than those set forth above. At the date fixed for prepayment, funds must be paid to the Lender at its registered address.

In the event of any partial prepayment of this Note, the Lender shall apply any such prepayment in the order described in Section 6 hereof. Except as provided in this Section, the monthly payments due under Section 1 hereof shall continue to be due and payable in full until the entire Principal Balance, accrued interest and any premium due on this Note have been paid.

In the event Borrower prepays all or any portion of this Note prior to December [28], 2028, Borrower shall, except as provided in the Mortgage, pay to Lender a prepayment premium of five percent (5.00%) of the principal amount prepaid on the Note (the "Prepayment Premium").

10. Upon a Determination of Taxability, as defined in the Loan Agreement, this Note shall convert to a taxable obligation and the interest rate for interest accruing from the Date of Taxability, as defined in the Loan Agreement, shall be adjusted to the interest rate then in effect pursuant to this Note, multiplied by (the "Taxable Rate"), and the future monthly installments of principal and interest payable under this Note shall be adjusted by Lender to take into account the Taxable Rate. Any interest accruing from the Date of Taxability which is due as a result of the retroactive interest rate adjustment shall be payable on the first day of the following month along with the regularly scheduled principal payment and interest accruing from the previous payment date at the Taxable Rate.

11. Subject to certain limitations set forth herein, this Note is only transferable upon the books of the Issuer at the office of the City Manager, by the Lender in person or by its agent duly authorized in writing, at the Lender's expense, upon surrender hereof together with a written instrument of transfer satisfactory to the City Manager, duly executed by the Lender or its duly authorized agent. Upon such transfer the City Manager will note the date of registration and the name and address of the new registered owner in the registration blank appearing below. The Issuer may deem and treat the person in whose name the Note is last registered upon the books of the Issuer with such registration noted on the Note, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment of or on the account of the Principal Balance, redemption price or interest and for all other purposes, and all such payments so made to the Lender or upon its order shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the Issuer shall not be affected by any notice to the contrary.

12. THIS NOTE HAS BEEN ISSUED WITHOUT REGISTRATION UNDER STATE OR FEDERAL OR OTHER SECURITIES LAWS, PURSUANT TO AN EXEMPTION FOR SUCH ISSUANCE; AND ACCORDINGLY THIS NOTE MAY NOT BE ASSIGNED OR TRANSFERRED IN WHOLE OR PART, NOR MAY A PARTICIPATION INTEREST IN THIS NOTE BE GIVEN PURSUANT TO ANY PARTICIPATION AGREEMENT, EXCEPT TO ANOTHER "ACCREDITED INVESTOR" OR "FINANCIAL INSTITUTION" IN ACCORDANCE WITH AN APPLICABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS AND WITH FULL AND ACCURATE DISCLOSURE OF ALL MATERIAL FACTS TO THE PROSPECTIVE PURCHASER(S) OR TRANSFEREE(S).

13. All of the agreements, conditions, covenants, provisions and stipulations contained in the Resolution and the Loan Documents are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. Unless the context otherwise indicates, all capitalized terms used but not otherwise defined in this Note shall have the meaning given to each such term in the Loan Agreement.

14. This Note and interest thereon and any service charge or premium, if any, due hereunder are payable solely from the revenues and proceeds derived from the Loan Documents and do not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation, are not payable from or a charge upon any funds other than the revenues and proceeds pledged to the payment thereof, and do not give rise to a pecuniary liability of the Issuer or any of its members, officers, agents or employees, and no Lender of this Note shall ever have the right to compel any exercise of the taxing power of the Issuer to pay this Note or the interest thereon, or to enforce payment thereof against any property of the Issuer, and this Note does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer, and the agreement of the Issuer to perform or cause the performance of the covenants and other provisions herein referred to shall be subject at all times to the availability of revenues or other funds furnished for such purpose in accordance with the Loan Agreement, sufficient to pay all costs of such performance or the enforcement thereof.

15. If an Event of Default (as that term is defined in the Loan Documents) shall occur, then the Lender shall have the right and option, among other things, to declare the Principal Balance and accrued interest thereon immediately due and payable, whereupon the same, plus any premiums or service charges, shall be due and payable, but solely from sums made available under the Loan Documents. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

16. The remedies of the Lender, as provided herein and in the Loan Documents and the Assignment of Loan Agreement, are not exclusive and shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

17. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and, then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

18. This Note has been designated by the Issuer as a “qualified tax-exempt obligation” under Section 265(b) of the Internal Revenue Code of 1986, as amended.

19. WAIVER OF JURY TRIAL. THE ISSUER AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist to happen and to be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

(The remainder of this page is intentionally left blank. Signature page follows)

IN WITNESS WHEREOF, the Issuer has caused this Series 2023-1 Note to be duly executed in its name by the manual or facsimile signatures of the Mayor and City Manager, the seal of the Issuer having been intentionally omitted as permitted by law, and has caused this Series 2023-1 Note to be dated the Original Issue Date.

CITY OF MAPLEWOOD, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

PROVISIONS AS TO REGISTRATION

The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the City of Maplewood, Minnesota, in the name of the Lender last noted below.

<u>Date of Registration</u>	<u>Name and Address Registered Owner</u>	<u>Signature of City Manager</u>
<u>December [28], 2023</u>	Northeast Bank 77 Broadway Street NE Minneapolis, MN 55413 Federal ID #: _____	_____

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

Charter School Lease Revenue and Refunding Note
(Achieve Language Academy Project)
Series 2023-2

Original Issue Date: December [28], 2023

\$[2,440,000]

FOR VALUE RECEIVED the CITY OF MAPLEWOOD, MINNESOTA, a statutory city, municipal corporation, and political subdivision of the State of Minnesota (the “Issuer”), hereby promises to pay to the order of NORTHEAST BANK, a Minnesota state banking corporation, its successors or registered assigns (the “Lender”), from the source and in the manner hereinafter provided, the principal sum of [TWO MILLION FOUR HUNDRED FORTY THOUSAND DOLLARS and NO/100] (\$[2,440,000]), or so much thereof as has been advanced and remains unpaid from time to time (the “Principal Balance”), with interest thereon from the date hereof until paid or otherwise discharged as set forth in Section 1 below, in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

1. Commencing on the Original Issue Date of this Note and continuing through [December 28, 2033] (the “Maturity Date”), interest shall accrue on the outstanding Principal Balance at a rate of 4.90% per annum. Equal monthly installments or principal and interest in the amount of _____ Dollars (\$_____) each shall be payable commencing on February 1, 2024, and continuing on the first day of each month thereafter until the Maturity Date. On the Maturity Date, the remaining principal balance of this Note together with all accrued but unpaid interest thereon shall be due and payable in full.

2. In any event, the payments hereunder shall be sufficient to pay all principal and interest due, as such principal and interest becomes due, and to pay any premium or service charge, at maturity, upon prepayment, or otherwise. Interest shall be computed on 360/365 basis (that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the actual number of days the principal balance is outstanding).

3. Any monthly payment of principal or interest not made within 10 days of the due date shall be subject to a late payment fee equal to 5% of the monthly payment (including any final payment). The late payment fees shall apply individually to all payments past due. This provision shall not be deemed to excuse a late payment or be deemed a waiver of any other rights the Lender may have, including the right to declare the entire unpaid principal and interest immediately due and payable.

4. Upon the occurrence of an Event of Default and irrespective of whether Lender exercises its option to accelerate the maturity of this Note by reason of such Event of Default, or if all advances made by the Lender and all interest accrued thereon, have not been paid on or before the Maturity Date, all amounts due under this Note shall thereafter bear interest while such default continues at the rate of 3% per annum greater than the then current interest rate. No delay or omission on the part of the Lender in exercising any right hereunder or under any other instrument now or hereafter given to evidence or secure the indebtedness evidenced hereby, shall operate as a waiver of such right, or any other right hereunder, or under any of said agreements.

5. All payments and prepayments made hereon shall, at the option of the Lender, be applied in the following order: (i) to any costs of collection; (ii) to any late payment fees and service charges; (iii) to any prepayment premium; (iv) to accrued interest on this Note (including any default interest); and (v) to reduction of the Principal Balance. If any advances made by the Lender due to the occurrence of an Event of Default hereunder or under the terms of any instrument securing the Note are not repaid on demand, any moneys received, at the option of the Lender, may first be applied to repay such advances and the balance, if any, shall be applied on account of any installments then due.

6. Principal and interest and premium, if any, due hereunder shall be payable at the office of the Lender as set forth in the attached Note register, or at such other place as the Lender may designate in writing.

7. This Note was issued by the Issuer, along with the proceeds of the Charter School Lease Revenue and Refunding Note (Achieve Language Academy Project), Series 2023-1 (the “Series 2023-1 Note” and, together with this Note, the “Notes”), dated December [28], 2023, in the original aggregate principal amount of \$[7,245,000], to provide funds pursuant to a Loan Agreement, dated December [28], 2023 (the “Loan Agreement”), between the Issuer and Achieve Language Academy Building Company, a Minnesota nonprofit corporation (the “Company”), for a project, as defined in Minnesota Statutes, Section 469.153, subdivision 2(b). The proceeds of the Notes will be used for the purposes of (i) refunding the Prior Obligations (as defined in the Loan Agreement); (ii) financing the renovation of, and a 12,000 square-foot addition to, the building and related facilities (the “School Facility”) located at 2169 Stillwater Avenue in the City of Saint Paul, Minnesota (the “City of Saint Paul”) for use as a public charter school; (iii) funding a debt service reserve fund, if necessary; (iv) paying a portion of the interest on the Notes, if necessary; and (v) paying the costs of issuing the Notes. The School Facility is and will continue to be owned by the Company and leased to Achieve Language Academy, a Minnesota nonprofit corporation and public charter school (the “School”), as a public charter school facility for pre-kindergarten through eighth grade. This Note is further issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.152 through 469.1655, as amended, and pursuant to a resolution adopted by the City Council of the Issuer on December 11, 2023 (the “Resolution”).

8. The Loan Repayments (as defined in the Loan Agreement) to be made by the Company under the Loan Agreement will be fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on this Note when due. The Issuer will assign its rights to the basic payments and certain other rights under the Loan Agreement to the Lender pursuant to the terms of an Assignment of Loan Agreement, dated December [28], 2023 (the “Assignment of Loan Agreement”), between the Issuer, the Company, and the Lender. This Note and the Company’s obligation to make Loan Repayments on this Note under the Loan Agreement will be secured by: (i) a first lien position Combination Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated December [28], 2023 (the “Mortgage”); (ii) an Assignment of Lease, dated December [28], 2023 (the “Assignment of Lease”), from the Company to the Lender and consented to by the School; and (iii) a Pledge and Covenant Agreement, dated December [28], 2023 (the “Pledge Agreement” and, together with the Loan Agreement, the Assignment of Loan Agreement, the Mortgage, and the Assignment of Lease, the “Loan Documents”), between the School and the Lender.

9. Subject to the limitations in this Section and the payment of the Prepayment Premium provided below, this Note is subject to prepayment in whole or in part in immediately available funds on any date at the option of the Company. To exercise this option, the Company must give written notice in the name of the Issuer to the Lender not less than 30 days prior to the date fixed for prepayment; provided that the Lender may waive or provide alternative notice requirements, no more restrictive than those set forth above. At the date fixed for prepayment, funds must be paid to the Lender at its registered address.

In the event of any partial prepayment of this Note, the Lender shall apply any such prepayment in the order described in Section 6 hereof. Except as provided in this Section, the monthly payments due under Section 1 hereof shall continue to be due and payable in full until the entire Principal Balance, accrued interest and any premium due on this Note have been paid.

In the event Borrower prepays all or any portion of this Note prior to December [28], 2028, Borrower shall, except as provided in the Mortgage, pay to Lender a prepayment premium of five percent (5.00%) of the principal amount prepaid on the Note (the "Prepayment Premium").

10. Upon a Determination of Taxability, as defined in the Loan Agreement, this Note shall convert to a taxable obligation and the interest rate for interest accruing from the Date of Taxability, as defined in the Loan Agreement, shall be adjusted to the interest rate then in effect pursuant to this Note, multiplied by [] (the "Taxable Rate"), and the future monthly installments of principal and interest payable under this Note shall be adjusted by Lender to take into account the Taxable Rate. Any interest accruing from the Date of Taxability which is due as a result of the retroactive interest rate adjustment shall be payable on the first day of the following month along with the regularly scheduled principal payment and interest accruing from the previous payment date at the Taxable Rate.

11. Subject to certain limitations set forth herein, this Note is only transferable upon the books of the Issuer at the office of the City Manager, by the Lender in person or by its agent duly authorized in writing, at the Lender's expense, upon surrender hereof together with a written instrument of transfer satisfactory to the City Manager, duly executed by the Lender or its duly authorized agent. Upon such transfer the City Manager will note the date of registration and the name and address of the new registered owner in the registration blank appearing below. The Issuer may deem and treat the person in whose name the Note is last registered upon the books of the Issuer with such registration noted on the Note, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment of or on the account of the Principal Balance, redemption price or interest and for all other purposes, and all such payments so made to the Lender or upon its order shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the Issuer shall not be affected by any notice to the contrary.

12. THIS NOTE HAS BEEN ISSUED WITHOUT REGISTRATION UNDER STATE OR FEDERAL OR OTHER SECURITIES LAWS, PURSUANT TO AN EXEMPTION FOR SUCH ISSUANCE; AND ACCORDINGLY THIS NOTE MAY NOT BE ASSIGNED OR TRANSFERRED IN WHOLE OR PART, NOR MAY A PARTICIPATION INTEREST IN THIS NOTE BE GIVEN PURSUANT TO ANY PARTICIPATION AGREEMENT, EXCEPT TO ANOTHER "ACCREDITED INVESTOR" OR "FINANCIAL INSTITUTION" IN ACCORDANCE WITH AN APPLICABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS AND WITH FULL AND ACCURATE DISCLOSURE OF ALL MATERIAL FACTS TO THE PROSPECTIVE PURCHASER(S) OR TRANSFEREE(S).

13. All of the agreements, conditions, covenants, provisions and stipulations contained in the Resolution and the Loan Documents are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein.

14. This Note and interest thereon and any service charge or premium, if any, due hereunder are payable solely from the revenues and proceeds derived from the Loan Documents and do not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation, are not payable from or a charge upon any funds other than the revenues and proceeds pledged to the payment thereof, and do not give rise to a pecuniary liability of the Issuer or any of its members, officers, agents or employees, and no Lender of this Note shall ever have the right to compel any exercise of the taxing power of the Issuer to pay

this Note or the interest thereon, or to enforce payment thereof against any property of the Issuer, and this Note does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer, and the agreement of the Issuer to perform or cause the performance of the covenants and other provisions herein referred to shall be subject at all times to the availability of revenues or other funds furnished for such purpose in accordance with the Loan Agreement, sufficient to pay all costs of such performance or the enforcement thereof.

15. If an Event of Default (as that term is defined in the Loan Documents) shall occur, then the Lender shall have the right and option, among other things, to declare the Principal Balance and accrued interest thereon immediately due and payable, whereupon the same, plus any premiums or service charges, shall be due and payable, but solely from sums made available under the Loan Documents. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

16. The remedies of the Lender, as provided herein and in the Loan Documents and the Assignment of Loan Agreement, are not exclusive and shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

17. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and, then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

18. This Note has been designated by the Issuer as a “qualified tax-exempt obligation” under Section 265(b) of the Internal Revenue Code of 1986, as amended.

19. WAIVER OF JURY TRIAL. THE ISSUER AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist to happen and to be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

(The remainder of this page is intentionally left blank. Signature page follows)

IN WITNESS WHEREOF, the Issuer has caused this Series 2023-2 Note to be duly executed in its name by the manual or facsimile signatures of the Mayor and City Manager, the seal of the Issuer having been intentionally omitted as permitted by law, and has caused this Series 2023-2 Note to be dated the Original Issue Date.

CITY OF MAPLEWOOD, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

PROVISIONS AS TO REGISTRATION

The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the City of Maplewood, Minnesota, in the name of the Lender last noted below.

<u>Date of Registration</u>	<u>Name and Address Registered Owner</u>	<u>Signature of City Manager</u>
<u>December [28], 2023</u>	Northeast Bank 77 Broadway Street NE Minneapolis, MN 55413 Federal ID #: _____	_____

LOAN AGREEMENT

between

**CITY OF MAPLEWOOD, MINNESOTA,
as Issuer**

and

**ACHIEVE LANGUAGE ACADEMY BUILDING COMPANY,
as Company**

Dated December [28], 2023

Relating to:

**\$[7,245,000]
 City of Maplewood, Minnesota
Charter School Lease Revenue and Refunding Note
 (Achieve Language Academy Project)
 Series 2023-1**

**\$[2,440,000]
 City of Maplewood, Minnesota
Charter School Lease Revenue Refunding Note
 (Achieve Language Academy Project)
 Series 2023-2**

The interests of the City of Maplewood, Minnesota (the “Issuer”) to this Loan Agreement have been assigned (except for amounts payable under Sections 4.2(b), 4.8, [6.8], 7.2, 8.4, 10.6, 10.7, 10.8 and 10.9) pursuant to the Assignment of Loan Agreement, dated December [28], 2023, between the Issuer, the Company (as hereinafter defined), and the Lender (as hereinafter defined).

This instrument was drafted by:
Kennedy & Graven, Chartered (SEL)
150 South 5th Street, Suite 700
Minneapolis, Minnesota 55402

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LOAN AGREEMENT

THIS LOAN AGREEMENT, dated December [28], 2023 (the “Loan Agreement”), is between the CITY OF MAPLEWOOD, MINNESOTA, a statutory city, municipal corporation, and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota (the “Issuer”), and ACHIEVE LANGUAGE ACADEMY BUILDING COMPANY, a Minnesota nonprofit corporation (the “Company”).

W I T N E S S E T H:

WHEREAS, the Issuer is authorized by Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”), to issue revenue obligations to: (i) finance or refinance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of a “project,” defined in the Act, in part, as any properties, real or personal, used or useful in connection with a revenue producing enterprise, or any combination of two or more such enterprises engaged in any business, and (ii) pay, purchase, or discharge all or any part of the outstanding indebtedness of a qualifying organization previously incurred in the acquisition or betterment of its existing facilities to the extent deemed necessary by the City Council of the Issuer; and

WHEREAS, in accordance with Minnesota Statutes, Section 471.656, as amended, a municipality is authorized to issue obligations to finance the acquisition or improvement of real property located outside of the corporate boundaries of such municipality if the governing body of the city in which the property is located consents by resolution to the issuance of such obligations; and

WHEREAS, Section 469.155, subd. 12 of the Act authorizes a municipality to issue revenue bonds to refund bonds previously issued by another municipality but only with the consent of the original issuer of such bonds; and

WHEREAS, pursuant to a Loan Agreement, dated December 27, 2013 (the “Series 2013 Loan Agreement”), the Port Authority of the City of Saint Paul (the “Port Authority”) issued its \$4,462,500 Tax-Exempt Revenue Note (Achieve Language Academy Project), Series 2013-5 (the “Series 2013 Note”) and loaned the proceeds thereof to the Company to refund the Lease Revenue Refunding Bonds (Achieve Language Academy Project), Series 2003A (the “Series 2003 Bonds”), previously issued by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “HRA”) in the original principal amount of \$6,485,000; and

WHEREAS, the proceeds of the Series 2003 Bonds were applied to finance the costs of constructing and equipping an expansion of a schoolhouse building and related facilities located at 2169 Stillwater Avenue in the City of Saint Paul, Minnesota (the “School Facility”) and to refund the Lease Revenue Bonds (Acorn Dual Language Community Academy Project) Series 1999, previously issued by the HRA in the original aggregate principal amount of \$2,000,000 to finance the School Facility; and

WHEREAS, in order finance additional capital costs of the School Facility, the Company obtained a taxable loan from American National Bank on or about May 25, 2016, in the principal amount of \$1,623,689 (together with the Series 2013 Note, the “Prior Obligations”); and

WHEREAS, the Company has requested that the Issuer issue its Charter School Lease Revenue and Refunding Note (Achieve Language Academy Project), Series 2023-1 (the “Series 2023-1 Note”), in the original aggregate principal amount of \$[7,245,000], and its Charter School Lease Revenue Refunding Note (Achieve Language Academy Project), Series 2023-2 (the “Series 2023-2 Note” and, together with

the Series 2023-1 Note, the “Notes”), in the original aggregate principal amount of \$[2,440,000], under the provisions of the Act, and sell the Notes to Northeast Bank, a Minnesota state banking corporation (the “Lender”); and

WHEREAS, pursuant to a resolution adopted by the City Council of the City of Saint Paul, Minnesota (the “Host City” or “City of Saint Paul”) on November 15, 2023, the Host City provided host approval for the issuance of the notes by the Issuer in accordance with the provisions of Minnesota Statutes, Section 471.656 and Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, pursuant to a resolution adopted by the Board of Commissioners of the Port Authority on November 28, 2023, the Port Authority provided its consent to the issuance by the Issuer of the Notes to refund the Series 2013 Note in accordance with Section 469.155, subd. 12 of the Act; and

WHEREAS, pursuant to a resolution adopted by the City Council of the Issuer on December 11, 2023 (the “Resolution”) and in accordance with the Act and Section 147(f) of the Code, the Issuer has authorized the issuance and delivery of the Notes; and

WHEREAS, the Issuer will loan the proceeds derived from the sale of the Notes to the Company under the terms of this Loan Agreement (the “Loan”) for the purposes of (i) refunding the Prior Obligations; (ii) financing the renovation of, and a 12,000 square-foot addition to, the School Facility (the “Series 2023 Improvements”); (iii) funding a debt service reserve fund, if necessary; (iv) paying a portion of the interest on the Notes, if necessary; and (v) paying the costs of issuing the Notes (collectively, the “Project”); and

WHEREAS, the School Facility is and will continue to be owned by the Company and leased to Achieve Language Academy, a Minnesota nonprofit corporation and public charter school (the “School”), as a public charter school facility for pre-kindergarten through eighth grade, pursuant to an Amended and Restated Lease Agreement, dated [as of] December [___], 2023 (the “Lease”), between the Company and the School;

WHEREAS, the Company will be absolutely and unconditionally obligated to repay the Loan, together with interest thereon, at times and in amounts sufficient to pay when due the principal of and interest on the Notes; and

WHEREAS, to induce the Lender to purchase the Notes and to secure the payment of the principal of, premium, if any, and interest on the Notes when due, the Issuer will assign its rights under this Loan Agreement to the Lender (except for certain reserved rights to indemnification and payment of certain costs of the Issuer as set forth in this Loan Agreement) under the terms of the Assignment of Loan Agreement, dated December [28], 2023 (the “Assignment of Loan Agreement”), between the Issuer, the Company, and the Lender; and

WHEREAS, to secure its obligations under this Loan Agreement, as assigned to the Lender, the Company will execute and deliver to the Lender (i) a Combination Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated December [28], 2023 (the “Mortgage”), (ii) an Assignment of Lease, dated December [28], 2023 (the “Assignment of Lease”), from the Company to the Lender and consented to by the School, (iii) a Pledge and Covenant Agreement, dated December [28], 2023 (the “Pledge Agreement”), between the School and the Lender, and (iv) the Security Documents (as hereinafter defined); and

NOW, THEREFORE, the Issuer and the Company each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions.** Unless otherwise expressly provided in this Loan Agreement, including preamble and the recitals hereto, or unless the context clearly requires otherwise, the following words and phrases shall have the following meanings:

“Act” means the Minnesota Statutes, Sections 469.152 through 469.1655, as amended.

“Adjusted Pledged Revenues” means the Adjusted Pledged Revenues of the School as defined in the Pledge Agreement.

“Advance” shall mean any advance of the Note Proceeds by the Lender to or on behalf of the Company.

“Anti-Corruption Laws” shall mean all laws, rules, and regulations of any jurisdiction applicable to the Company or its subsidiaries (if any) from time to time concerning or relating to bribery or corruption.

“Application for Payment” shall mean a completed AIA Form G702/703 and supporting schedules in form and substance satisfactory to the Lender requesting an Advance together with a Draw Request executed by Company.

“Appraisal” shall mean an appraisal addressed to the Lender and prepared by an appraiser acceptable to the Lender, which appraisal shall be in substantial conformance with the regulations promulgated by the appropriate federal regulatory agency pursuant to Section 1110 of the Financial Institutions Reform, Recovery & Enforcement Act of 1989 (12 U.S.C. §3339), as amended, and the regulations thereunder, and which appraisal shall have been reviewed and approved by the Lender’s internal appraisal review group

“Appraised Value” shall mean the value arrived at under the Appraisal and accepted by the Lender.

“Approvals” shall mean those approvals of the Project, the Plans and Specifications and all other Governmental Requirements required by Governmental Authorities as a condition to constructing the Series 2023 Improvements.

“Approved Plans” means the Plans and Specifications as approved by the City of Saint Paul and its agencies.

“Architect” means the architect selected by the Company to prepare or cause to be prepared the Plans and Specifications for the Series 2023 Improvements.

“Architect’s Contract” shall mean the [AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect] between the Company, as owner, and the Architect, as architect, dated [_____, 2023], or any replacement contract or contracts entered into between the Company and the Architect and approved by the Lender, for the furnishing of design and architectural services to the Company in connection with the construction of the Improvements.

“Assignment of Construction and Development Documents” shall mean the Assignment of Construction and Development Documents dated December [28], 2023, from the Company to the Lender of all Plans and Specifications, Contract Documents, Permits, and other agreements benefiting the Series

2023 Improvements, any amendments or modifications thereof and supplements thereto executed by the Company and approved by the Lender, and the consents to such assignment executed by the General Contractor and the Architect, including any amendment thereof or supplement thereto.

“Assignment of Lease” means the Assignment of Lease, dated December [28], 2023, from the Company in favor of the Lender and consented to by the School.

“Assignment of Loan Agreement” means the Assignment of Loan Agreement, dated December [28], 2023, between the Issuer, the Company, and the Lender, as the same may be amended from time to time.

[“Beneficial Owner” shall mean, for the Company, each of the following: (a) each individual, if any, who, directly or indirectly, owns 25% or more of the Company’s equity interests; and (b) a single individual with significant responsibility to control, manage or direct the Company.]

“Bond Counsel” means Kennedy & Graven, Chartered, or any other firm of nationally recognized bond counsel acceptable to the Issuer and the Company.

“Bond Financed Facilities” means the School Facility, together with all fixtures located therein, owned by the Company and leased to the School, and all additions, modifications, alterations, substitutions, renewals, replacements to, or and for any of the foregoing.

“Business Day” means a day on which banking business is transacted in Saint Paul, Minnesota.

“Cash on Hand” means the same as defined in the Pledge Agreement.

[“Certificate of Beneficial Ownership” shall mean, for the Company, a certificate in form and substance acceptable to the Lender (as amended or modified by the Lender from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of the Company.]

“Change Order” shall mean any change or modification of the General Contract including, without limitation, any change directive or any other change that affects pricing, schedule, or the scope of the work to be performed thereunder. Changes in the Approved Plans that form a part of the General Contract, whether by formal change order or by field order or bulletin, shall be treated as a “Change Order” for purposes hereof.

“Charter School Act” means Minnesota Statutes, Chapter 124E, as amended.

“City of Saint Paul” or “Host City” means the City of Saint Paul, Minnesota.

“Closing Date” shall mean the date on which the Loan shall close and the Lender shall direct Title to record the recordable Loan Documents and issue the Title Policy.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Notes or the use of proceeds thereof, unless the context clearly requires otherwise.

“Company” means Achieve Language Academy Building Company, a Minnesota nonprofit corporation, and any successor owner of the Improvements and the Project Site.

“Company Certificate” means a certificate signed by the Company Representative.

“Company Representative” means the person(s) (including any designated alternate(s)) at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Lender containing the specimen signatures of such person(s) and signed on behalf of the Company by its Board Chair.

“Completion Date” means the date of actual completion of the Series 2023 Improvements, such date to occur by [____], 202[].

“Construction Completion” shall mean the date on which all of the following events have occurred: (i) construction of the Series 2023 Improvements is substantially complete, lien-free and defect free, to the reasonable satisfaction of the Lender and certificates of occupancy or the functional equivalent thereof have been issued by the City of Saint Paul for the Improvements, permitting occupancy without condition, for the Improvements; (ii) the Architect has issued a certificate of completion in the form of AIA Document G704 or a substantially similar form reasonably acceptable to the Lender; (iii) all amounts owing to the General Contractor and each Subcontractor for the construction of the Project have been paid-in-full (subject to holdbacks for “punch list items”); (iv) final lien waivers have been obtained; (v) reasonably satisfactory evidence has been delivered to the Lender establishing that all private restrictions and covenants relating to the Series 2023 Improvements have been complied with or satisfied in all material respects; and (vi) all other conditions to the disbursement of retainage as provided in Section ____ of the Disbursing Agreement have been satisfied.

“Construction Contracts” shall mean the General Contract, the Subcontracts and any other contracts for labor and/or materials to be furnished in connection with the Series 2023 Improvements.

“Contract Documents” shall mean the Construction Contracts, the Plans and Specifications and such Change Orders and other addenda thereto.

“Contract Price” shall mean the price as established in the General Contract as the cost of the Work for the Series 2023 Improvements, including the Contractor’s Fee. The Contract Price through the latest Change Order, if any, is \$[_____].

“Contractor” shall mean the General Contractor, any Subcontractor, and any other Person under contract with the Company to perform labor or supply materials for the Series 2023 Improvements.

“Contractor's Fee” shall mean the fee payable to the General Contractor under the General Contract for the construction of the Work.

“Cost of Completion” - The total amount set forth in the Total Project Cost Statement prepared by the Company and approved by the General Contractor and the Lender as necessary to complete the Series 2023 Improvements.

“Costs of Issuance” means expenses of issuing the Notes within the meaning of Section 147(g) of the Code.

“Counsel” means an attorney duly admitted to practice law before the highest court of the State and, without limitation, may include legal counsel for either the Issuer or the Company.

“Date of Issuance” means December [28], 2023, which is the date of issuance of the Notes.

“Date of Taxability” means that point in time, as specified in the determination, ruling, order, or decision, that the interest payable on the Notes becomes included in the gross income of the Lender or any other holder or prior holder of the Notes, as the case may be, for federal income tax purposes.

“Days Cash on Hand” means the same as defined in the Pledge Agreement.

“Debt Service Coverage Ratio” means the quotient, as of the end of the applicable Fiscal Year of the Company, equal to (1) Net Income Available for Debt Service; divided by (2) the sum of scheduled principal and interest payments on all of the Company’s Indebtedness.

“Default” means any event which, with the giving of notice (whether such notice is required under Section 8.1 hereof, or under some other provision of this Loan Agreement, or otherwise) or lapse of time, or both, would constitute an Event of Default.

“De Minimis Amounts” means cleaning and janitorial supplies, science class materials (such as chemicals used for scientific experiments and such solvents, cleaning materials and other substances in nominal amounts as are used in connection with the operation or maintenance of the Improvements and in compliance with applicable Environmental Laws), and other materials ordinarily used in the operation of a public charter school in compliance with all Environmental Laws and other applicable federal, state or local laws, statutes, regulations, requirements and ordinances.

“Determination of Taxability” means the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, or a change in any applicable federal statute, which holds or provides in effect that the interest payable on the Notes is included, for federal income tax purposes under Section 103 of the Code in the gross income of the Lender or any other holder or prior holder of the Notes for any reason, if the period, if any, for contest or appeal of such action, ruling or decision by the Company or Lender or any other interested party has expired without any such contest or appeal having been properly instituted by the Lender, the Company or any other interested party. The expenses of any such contest shall be paid by the party initiating the contest, and neither the Lender nor the Company shall be required to contest or appeal any Determination of Taxability.

“Disbursing Agreement” means the Disbursing Agreement, dated as of the date hereof, among the Company, Title and the Lender, including any amendment thereof or supplement thereto.

“Draw Request” means the form, substantially in the form of Exhibit A to the Disbursing Agreement, which is submitted to the Lender and Title when a disbursement is requested.

“Environmental Law” means any federal, state or local law, whether common law, statute, ordinance, rule, regulation, or judicial or administrative decision or policy or guideline, pertaining to Hazardous Substances, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto, and including, without limitation, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Federal Resource Conservation and Recovery Act of 1976, and the Minnesota Environmental Response and Liability Act.

“Environmental Report” means [_____], together with acceptable reliance letter(s) in favor of the Lender.

“Escrow Waiver Letter” means that waiver letter dated December [28], 2023, executed by the Lender and acknowledged by the Company, conditionally waiving the Company’s obligations to escrow monthly payments for real estate taxes and insurance premiums, on the conditions provided therein.

“Event of Default” means any event described in Section 8.1 hereof.

“Exempt Organization” means a governmental unit, an entity described in Section 501(c)(3) of the Code or a limited liability company that is a disregarded entity for federal income tax purposes and whose sole member (or, if different, beneficial owner for federal income tax purposes) is an entity described in Section 501(c)(3) of the Code and is disregarded by its sole member for federal income tax purposes.

“Fiscal Year” means (a) for the Company, the period of 12 consecutive months ending on June 30 of each calendar year and (b) for the School, the period of 12 consecutive months ending on June 30 of each calendar year.

“GAAP” means those accounting principles applicable in the preparation of financial statements of the Company or the School, as applicable, as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

“General Contract” shall mean the [Standard Form of Agreement] Between Owner and Contractor dated [_____, 2023], between the Company, as owner, and the General Contractor, as general contractor, for the furnishing of labor, services and materials in connection with the construction of the Series 2023 Improvements.

“General Contractor” shall mean [_____, a _____].

“General Education Funding” means the sum of the School’s basic revenue, extended time revenue, gifted and talented revenue, basic skills revenue, training and experience revenue, secondary sparsity revenue, elementary sparsity revenue, transportation sparsity revenue, total operating capital revenue, equity revenue, alternative teacher compensation revenue, and transition revenue as currently identified under Code 01S211 (or any successor code thereto) in the Minnesota Department of Education State Aids Reports.

“Governmental Authority” shall mean any governmental body, political subdivision, quasi-governmental agency or instrumentality or regulatory authority exercising jurisdiction over the Project or the construction of the Series 2023 Improvements, including the Issuer, the HRA, the City of Saint Paul, Ramsey County, Minnesota, the State of Minnesota, the United States of America, and any agency, department or political subdivision thereof.

“Governmental Requirements” shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of any Governmental Authority or any other political subdivision in which the Project Site is located and of any other political subdivision, agency, quasi-governmental authority or instrumentality exercising jurisdiction over the Project Site, including without limitation, the requirements of the Americans with Disabilities Act of 1990, as amended and all regulations thereunder, all Permits issued for the Project including without limitation, the Series 2023 Improvements, and including all wetlands restrictions/regulations and historical requirements adopted or enacted by a Governmental Authority applicable to the Project, its construction and its use and occupancy.

“Hazardous Substance” shall mean all of the following:

- (a) Any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic materials,” “toxic waste,” or words of similar import in any Environmental Law;
- (b) Those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and
- (c) Any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

“HRA” means the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a body corporate and politic organized and existing under the laws of the State.

“Improvements” means, collectively, all buildings, structures, improvements and fixtures now or hereafter located or constructed on the Project Site, including without limitation, the School Facility and the Series 2023 Improvements, together with all other structures, facilities and fixtures acquired or constructed by the Company and located on the Project Site, together with all items of machinery, equipment and any other tangible property now or hereafter existing on the Project Site and owned by the Company, together with all additions, modifications, alterations, substitutions, renewals, replacements to, of or for any of the foregoing.

“Indebtedness” means (i) all indebtedness of the obligor for borrowed money incurred or assumed by the obligor, and all purchase money mortgages, installment purchase contracts, leases, guaranties or other similar instruments in the nature of a borrowing by which the obligor will be unconditionally obligated to pay and (ii) the capitalized value of the liability under any lease of real or personal property.

“Independent Accountant” means any certified public accounting firm licensed to practice in the State (which may be the firm of accountants that regularly audits the books and accounts of the Company or the School, as applicable) from time to time selected by the Company or the School, as applicable, and who is not a full-time employee, director or shareholder of the Issuer or the Company or the School, and acceptable to the Lender.

“Independent Consultant” means a management consultant, bookkeeper or certified public accountant experienced in the management, operation and/or financing of charter schools in Minnesota.

“Independent Counsel” means an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, director or shareholder of the Issuer, the Company or the School.

“Inspecting Architect” means [_____], or any successor for such role chosen by Lender in its sole discretion.

“Issuer” means the City of Maplewood, Minnesota, a statutory city, municipal corporation, and political subdivision duly organized and existing under the Constitution and laws of the State, and any successor to its rights, duties and functions.

“Issuer Representative” means the Mayor, City Manager, or City Clerk of the Issuer, and any other person(s) (including any designated alternate(s)) at the time designated to act on behalf of the Issuer by written certificate furnished to the Company and the Lender containing the specimen signatures of such person(s) and signed on behalf of the Issuer by its duly authorized agent.

“Insurance Policies” shall mean those policies of insurance required pursuant to this Loan Agreement, the Mortgage and the Lease.

“Lease” means the Amended and Restated Lease Agreement, dated [as of] December [___], 2023, between the Company, as lessor, and the School, as lessee, as the same may be amended from time to time.

“Lease Subordination Agreement” means the Lease Subordination Agreement, dated December 28, 2023, by, between and among the Company, as lessor, the School, as lessee, and the Lender, subordinating the Lease to the Mortgage.

“Lease Aid” means amounts received by the School from the State pursuant to Minnesota Statutes, Section 124E.22, as amended, to fund payments due under the Lease, or any replacement therefor pursuant to a successor State statute, to fund payments due under the Lease.

“Lease Revenues” means the revenues to be received by the Company from the School pursuant to the Lease.

“Lender” means Northeast Bank, a Minnesota state banking corporation, its successors and assigns.

“Lien” shall mean any lien that may be imposed by law or by contract against the Mortgaged Property for the payment of any Person in connection with the Work.

“Loan” means the loan of the Note Proceeds to the Company under the terms of this Loan Agreement.

“Loan Agreement” means this Loan Agreement, dated December [28], 2023, between the Issuer and the Company, and any amendments and supplements hereto.

“Loan Documents” means this Loan Agreement, the Assignment of Loan Agreement, the Mortgage, the Security Documents, the Assignment of Lease, the Notes, the Pledge Agreement, the Disbursing Agreement and all other documents, instruments, certificates and agreements delivered in connection therewith and any and all renewals, extensions, and amendments of any of the foregoing.

“Loan Fee” shall mean a loan origination fee in the amount of \$[48,500] payable by the Company to the Lender for making the Loan, which fee shall be paid on or before the Closing Date.

“Loan Repayments” means the payments required to be made by the Company pursuant to Section 4.2(a) hereof.

“Long-Term Indebtedness” means all Indebtedness the final maturity of which (taking into account any extensions available at the sole option of the Company or the School, as applicable) is greater than one year after the initial incurrence thereof.

“Maintenance Fund” means the fund established under Section 4.7 hereof.

“Material Adverse Change” shall mean the occurrence of any event which Lender, in good faith, determines could reasonably be expected to have a material adverse effect on (x) the Company’s or the School’s business, property, assets, operations or condition, financial or otherwise; or (y) the Company’s the School’s prospective ability to perform any of their payment or other obligations under the Loan Documents or under the Lease.

“Minor Changes” shall mean Change Orders that do not (i) change the Contract Price or any individual line item in the Sworn Construction Cost Statement by more than [\$25,000] for any Change Order or in excess of [\$250,000] in the aggregate for all Change Orders after the date hereof, (ii) change the date on which Construction Completion is to occur under the Construction Contracts, (iii) cause the Loan to no longer be “in balance” as required by the Disbursing Agreement, or (iv) require approval by a Governmental Authority.

“Mortgage” means, the Combination Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated December [28], 2023, from the Company in favor of the Lender, as the same may be amended from time to time.

“Mortgaged Property” means all real estate, buildings, equipment and other interests as more particularly described in Section 2.1 of the Mortgage, including the real estate described in Exhibit A thereto.

“Net Income Available for Debt Service” means, for any period of determination thereof, the aggregate Adjusted Pledged Revenues of the School for such period minus the total Operating Expenses for such period but excluding from Operating Expenses for purposes of this calculation: (a) any profits or losses which would be regarded as extraordinary items under Generally Accepted Accounting Principles, (b) gain or loss in the extinguishment of Indebtedness, (c) proceeds of the Notes and any other Indebtedness permitted by the Loan Agreement, (d) proceeds of Insurance Policies, other than policies for business interruption insurance, maintained by or for the benefit of the School, the proceeds of any sale, transfer or other disposition of the School Facility or any other of the School’s assets by the School, and any condemnation or any other damage award received by or owing to the School; and (e) Lease Revenues attributable to principal of and interest on the Notes.

“Net Insurance Proceeds” means the Net Insurance Proceeds defined in Section 5.2 hereof.

“Notes” means, collectively, the Series 2023-1 Note and the Series 2023-2 Note.

“Note Proceeds” means the proceeds derived from the sale of the Notes to the Lender.

“Obligations” means the Company’s obligations in respect of (a) the due and punctual payment of principal, interest and prepayment penalty, if any, under the Notes when and as due, whether by acceleration or otherwise, and (b) all fees, expenses, indemnities, reimbursements and other obligations of the Company to the Lender under this Loan Agreement or any other Loan Document, in all cases whether now existing or hereafter arising or incurred.

“OFAC” shall mean the U.S. Department of Treasury’s Office of Foreign Assets Control and any successor thereto.

“Operating Expenses” means all fees and expenses incurred in the general operation of the School as determined in accordance with Generally Accepted Accounting Principles, including but not limited to items such as (a) salaries, wages, benefits, payroll taxes, and other expenses for teachers and staff employed by the School; (b) the cost of material and supplies used for current operations of the School; (c) the cost

of vehicles owned or leased by the School; (d) the cost of equipment leases and service contracts; (e) taxes upon the operations of the School not otherwise mentioned in the Loan Agreement; (f) School administrative and legal expenses; (g) costs and expenses incurred by the School with respect to the School Facility, including maintenance, repair expenses, and utility expenses; (h) miscellaneous operating expenses; (i) advertising costs; and (j) charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with Generally Accepted Accounting Principles, all in such amounts as reasonably determined by the School; provided however, “Operating Expenses” shall not include (1) depreciation and amortization expenses; (2) other non-cash expenses; (3) those expenses which are actually paid from any revenues of the School which are not Adjusted Pledged Revenues; (4) those expenses which are actually paid from any proceeds of Long-Term Indebtedness; and (5) expenditures for capitalized assets.

“PATRIOT Act” shall mean the USA PATRIOT Act (Title III. of Pub. L. 107-56 (signed into law October 26, 2001), as amended from time to time, and any successor statute.

“Permits” shall mean all permits required by Governmental Authorities for the construction of the Series 2023 Improvements in accordance with the Approved Plans including, all foundation and grading permits and building permits from time to time necessary for such construction; and a letter from the City of Saint Paul stating that the Series 2023 Improvements when constructed in accordance with the Approved Plans will comply in all respects with all applicable zoning, planned unit development, subdivision, platting, and land use requirements, without special variance or exception, except as has been theretofore obtained, and any other evidence as the Architect, or the Lender shall request to establish that the Series 2023 Improvements and the contemplated use thereof are permitted by and comply with all applicable use or other restrictions and requirements in prior conveyances, zoning ordinances, Environmental Laws and regulations, watershed district regulations and all other applicable laws or regulations, and have been duly approved by the municipal and other Governmental Authorities having jurisdiction over the Series 2023 Improvements.

“Permitted Encumbrances” means the permitted encumbrances defined in Exhibit B attached to the Mortgage and made a part hereof.

“Person” shall mean any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, government (whether federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

“Plans and Specifications” shall mean respectively the graphic documents showing the design, location and dimensions of the Series 2023 Improvements and the written documents designating the materials, equipment, construction systems, standards and workmanship required in the construction and installation of the Series 2023 Improvements, prepared by the Architect and approved by the Issuer and the Lender.

“Pledge Agreement” means the Pledge and Covenant Agreement, dated December [28], 2023, between the School and the Lender, as the same may be amended from time to time.

“Port Authority” means the Port Authority of the City of Saint Paul, a public body corporate and politic organized and existing under the laws of the State.

“Principal and Interest Requirements on Long-Term Indebtedness” means the amount required to pay the interest and principal for Long-Term Indebtedness of the Company and the School in such Fiscal

Year, excluding “funded interest” from the proceeds of Indebtedness to be determined on the assumption that the Notes will be retired at their stated maturities.

“Project” means (i) refunding the Prior Obligations, which financed and refinanced the acquisition, construction, renovation, and equipping of the School Facility; (ii) financing the Series 2023 Improvements; (iii) funding a debt service reserve fund, if necessary; (iv) paying a portion of the interest on the Notes, if necessary; and (v) paying the costs of issuing the Notes.

“Project Site” means the real property owned by the Company, legally described in EXHIBIT A attached hereto, with an address of 2169 Stillwater Avenue in the City of Saint Paul, on which the School Facility and any Improvements are situated, as it may be increased or decreased with the consent of Lender.

“Resolution” means the resolution adopted by the City Council of the Issuer on December 11, 2023, authorizing the issuance of the Notes.

“Sanctioned Person” shall mean at any time, (a) any Person or group listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (b) any Person or group operating, organized or resident in a Sanctioned Country, (c) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (d) any Person 50% or more owned, directly or indirectly, by any of the above.

“Sanctions” shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or His Majesty’s Treasury of the United Kingdom.

“School” means Achieve Language Academy, a Minnesota nonprofit corporation, formed as a public (charter) school pursuant to Minnesota Statutes, Section 124E.06, as amended, its successors and assigns.

“School Facility” means the public charter school building and related facilities located at 2169 Stillwater Avenue in the City of Saint Paul on the Project Site, together with all fixtures located therein, owned by the Company and leased to the School, and all additions, modifications, alterations, substitutions, renewals, replacements to, or and for any of the foregoing.

“Security Documents” means, collectively, the Assignment of Construction and Development Documents, the Escrow Waiver Letter, the Lease Subordination Agreement, and the Total Project Cost Statement, all dated December [28], 2023.

“Series 2013 Note” means the Tax-Exempt Revenue Note (Achieve Language Academy Project), Series 2013-5, issued by the Port Authority in the principal amount of \$4,462,500, pursuant to and secured by the Series 2013 Loan Agreement.

“Series 2013 Loan Agreement” means the Loan Agreement, dated as of December 27, 2013, between the Port Authority and the Company, pursuant to which the Series 2013 Note was issued.

“Series 2023 Improvements” means the renovation of, and a 12,000 square-foot addition to, the School Facility as depicted and described in the Approved Plans.

“Series 2023-1 Note” means the Charter School Lease Revenue and Refunding Note (Achieve Language Academy Project), Series 2023-1, dated December [28], 2023, issued by the Issuer in the original aggregate principal amount of \$[7,245,000].

“Series 2023-2 Note” means the Charter School Lease Revenue Refunding Note (Achieve Language Academy Project), Series 2023-2, dated December [28], 2023, issued by the Issuer in the original aggregate principal amount of \$[2,440,000].

“State” means the State of Minnesota.

“State Aid Revenues Account” has the meaning set forth in Section 2(C) of the Pledge Agreement.

“Subcontractors” shall mean those Persons furnishing labor or materials for the Series 2023 Improvements under contract with the General Contractor.

“Subcontracts” shall mean the contracts between the General Contractor and Subcontractors for the furnishing of labor or materials for the Series 2023 Improvements.

“Sworn Construction Cost Statement” shall mean an itemized, certified statement or statements, listing by line item the Work or materials to be performed or furnished, to complete and finish the Series 2023 Improvements, itemized by category, the Contractor or supplier performing or furnishing such Work, or furnishing such materials, and the total cost of the Work to be done under the General Contract, signed and sworn to by General Contractor and the Company, as the same may be amended or supplemented from time to time with the approval of the Lender.

“Tax Certificate” means the Tax Certificate of the Company and the School, dated December [28], 2023.

“Term of Agreement” means the term of this Loan Agreement as specified in Section 10.1 hereof.

“Title” means Land Title, Inc., a Minnesota corporation, as the agent of _____; Land Title, Inc., in its capacity as the Disbursing Agent under the Disbursing Agreement may also be referred to herein and in the other Loan Documents as “Disbursing Agent”.

“Title Policy” shall mean an extended coverage ALTA Lender’s Policy of Title Insurance issued by Title in the full amount of the Loan insuring that a fee interest in the Mortgaged Property is vested in the Company and that the lien of the Mortgage is a first and prior lien upon the Company’s fee estate, subject only to the Permitted Encumbrances, and insuring against any Lien claims that could arise out of the construction of the Improvements and containing such endorsements as the Lender may reasonably require.

“Total Project Cost Statement” means the Total Project Cost Statement dated December 28, 2023, executed by the Company, and showing all direct or “hard costs” and indirect or “soft costs” to be incurred by the Company in connection with the Project.

“UCC” means the Minnesota Uniform Commercial Code, Minnesota Statutes, Chapter 336, as amended, and any successor statute(s) thereto.

“Work” shall mean all labor and materials required to complete the construction of the Series 2023 Improvements, including site grading, demolition of existing improvements, if any, off-site improvements, if any, landscaping, signage, installation of utilities, curb and gutter and parking areas.

ARTICLE II

REPRESENTATIONS, FINDINGS, COVENANTS AND WARRANTIES

Section 2.1 **Representations, Findings and Covenants of the Issuer.** The Issuer represents, finds and agrees that:

(a) The Issuer is a statutory city and political subdivision and is authorized under the Act to issue the Notes. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Issuer, pursuant to the Resolution, has duly authorized the execution and delivery of this Loan Agreement, the Notes, and the Assignment of Loan Agreement and the performance of all covenants and agreements of the Issuer contained therein, and of all other acts and things required under the Constitution and laws of the State to make this Loan Agreement, the Notes, and the Assignment of Loan Agreement valid and binding obligations of the Issuer in accordance with their terms.

(b) In authorizing the issuance of the Notes, the Issuer's purpose is, and in its judgment the effect thereof will be, to promote the public welfare by providing for the financing and refinancing of the acquisition, renovation, expansion, improvement and equipping of a charter school.

(c) To the actual knowledge of the undersigned officials of the Issuer, no event has occurred, and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default on the part of the Issuer.

(d) Pursuant to the Resolution, the Issuer has authorized and directed the Lender to disburse the Note Proceeds directly to the Company and such other parties as may be entitled to payment or reimbursement for Costs of Issuance, upon receipt of such supporting documentation as the Lender may deem reasonably necessary or as required by this Loan Agreement or the Disbursing Agreement.

(e) The Project has been approved by the Commissioner of the Department of Employment and Economic Development of the State, or his or her duly delegated designee, as tending to further the purposes and policies of the Act.

(f) No public official of the Issuer has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

Section 2.2 **Representations, Covenants and Warranties of the Company.** The Company represents, covenants and warrants as follows:

(a) The Company is a nonprofit corporation, duly incorporated and in good standing in the State and is duly qualified to transact business in the State, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has power to enter into this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement and the other Loan Documents by proper corporate action.

(b) The Company has received from the Internal Revenue Service a determination letter stating that it is an exempt organization under Section 501(c)(3) of the Code. The Company

represents that it is, as of the date hereof, such an organization, and the Company is not carrying on an unrelated trade or business, determined by applying Section 513(a) of the Code, on, in or with respect to the Bond Financed Facilities, the Improvements, or the Project Site.

(c) The Company agrees that during the Term of Agreement it will maintain its nonprofit corporate existence, will maintain its status as an exempt organization under Section 501(c)(3) of the Code exempt from federal income taxation under Section 501(a) of the Code, will continue to be a nonprofit corporation qualified to transact business and in good standing in the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another legal entity or permit one or more other legal entities to consolidate with or merge into it.

(d) The Company is duly authorized to obtain financing and own the School Facility, the Improvements, and the Project Site and lease the School Facility and Project Site to the School under the laws, rulings and regulations of the State, and the Company has obtained all requisite approvals of the State and other federal, regional and local governmental bodies required to be received in connection with the foregoing.

(e) Each document executed by the Company in connection with the Loan constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency, and other similar laws affecting creditors' rights generally).

(f) The execution of the Loan Documents to which the Company is a party will not result in a breach of any terms of, or constitute a default under, (i) any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or (ii) the Company's Articles of Incorporation and Bylaws, or (iii) any judgment, injunction, laws or regulations of any court or other governmental body applicable to the Company or its property, such that such breach or default will have a materially adverse effect upon the Company's ability to perform its covenants hereunder.

(g) The Note Proceeds will be used to finance the Project, and the Company will not use any of the Note Proceeds in any manner contrary to the terms of the Act or in any manner as to cause, or take or omit to take any action which would cause, the interest on the Notes to be includable in the gross income of the Issuer, the Lender, or other registered or beneficial owner thereof for purposes of federal income taxation.

(h) The Company will continue to lease the School Facility and the Project Site to the School to be operated as a public charter school pursuant to the Lease until at least the date on which all amounts outstanding under the Notes have been fully paid.

(i) The cost of financing the Project, including paying any Costs of Issuance incurred in connection therewith, shall not be more than \$[issue price]. Any amounts in excess of such amount shall be paid in cash or other funding sources by the Company.

(j) The Note Proceeds, together with any other funds to be contributed to the Project by the Company or otherwise in accordance with this Loan Agreement, will be sufficient to pay the cost of the Project in a manner suitable for use of the School Facility as a public charter school, including without limitation all costs for the completion of the Series 2023 Improvements as set forth in the Sworn Construction Statement and the Total Project Cost Statement. The Note Proceeds shall be applied to the payment of the capital costs of the Project, as required by the Act.

(k) The Lease is in a form acceptable to the Minnesota Department of Education, shall be maintained during the Term of Agreement in a form acceptable to the Minnesota Department of Education.

(l) There are no actions, suits, or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company or any property of the Company in any court or before any federal, state, municipal or other governmental agency, which, if decided adversely to the Company would have a material adverse effect upon the Company or upon the business or properties of the Company; and the Company is not in default with respect to any order of any court or governmental agency.

(m) The Company is not in default in the payment of any Indebtedness or in default under any instrument or agreement under and subject to which any Indebtedness has been issued.

(n) The Company has filed all federal and state income tax returns which are required to be filed and has paid all taxes shown on said returns and all assessments and governmental charges received by the Company to the extent that they have become due.

(o) To the knowledge of the Company, no public official of the Issuer has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

(p) The financial statements of the Company heretofore furnished to the Lender are complete and correct in all material respects and fairly present the financial condition of the Company at the dates of such statements. To date there have been no material adverse changes in the financial condition of the Company.

(q) Comparable private financing for the Project was not found by the Company to be reasonably available, and the Project is economically more feasible with the availability of the financing herein authorized.

(r) The Company is not in the trade or business of selling properties such as the School Facility or the Project Site and is not undertaking the Project for investment purposes only but is undertaking the Project for use by the Company in its trade or business. Other than as set forth in the Lease, the Company has no intention now or in the foreseeable future to voluntarily sell, surrender, or otherwise transfer, in whole or in part, its interest in the Improvements or the Project Site.

(s) The Company has fee simple absolute title to the Mortgaged Property, free and clear of all mortgages, liens, and encumbrances, except Permitted Encumbrances. When timely and properly recorded, the Mortgage will constitute a valid and perfected first priority mortgage lien on the Mortgaged Property.

(t) The Company shall, to the extent practicable, exercise its best efforts to target any employment opportunities created by the Project to qualified individuals who are unemployed or economically disadvantaged as contemplated in Section 469.154, subdivision 7 of the Act.

(u) The Company has no knowledge of any violations or notices of violations of any federal or state law or municipal ordinance or order or requirement of the State or any municipal department or other Governmental Authority having jurisdiction affecting the School Facility or the Project, which violations in any way relate to or affect the School Facility or the Project.

(v) The Company is not a “Special Designated National” or “Blocked Person” as those terms are defined by OFAC.

(w) The Approved Plans, the Work and the construction pursuant thereto, and the use of the School Facility will comply with the terms of all Governmental Requirements, Environmental Laws, equal employment regulations, any private covenants affecting the Project Site, and appropriate supervising boards of fire underwriters and similar agencies and all approvals to the construction of the Series 2023 Improvements have been obtained.

(x) All Permits and Approvals required for commencement of construction of the Series 2023 Improvements have been or will be obtained from the Governmental Authorities, and all other Permits and Approvals required in connection with the operation of the Series 2023 Improvements as part of the School Facility will be obtained from Governmental Authorities upon routine application therefor, and evidence thereof has been or will be delivered to the Lender.

(y) The Improvements are not now damaged or injured as a result of any fire, explosion, accident, flood, water, wind or other casualty, or subject to any condemnation action or exercise of eminent domain by a Governmental Authority.

(z) The Plans and Specifications have been or will be approved by all Governmental Authorities and have been or will be incorporated into the General Contract. The Company has provided the Lender and the Inspecting Architect with a full, complete and final set of the Plans and Specifications, construction drawings and all acquired Approvals for their review and approval prior to the closing. It is understood that such review and approval is solely for the purpose of the Lender’s underwriting requirements and such review shall not be construed as a review of suitability, merchantability, fitness, compliance with Governmental Requirements or otherwise and may not be relied upon by the Company or any other Person.

(aa) The terms of General Contract have been negotiated by and between the Company and the General Contractor, and the Company shall cause execution thereof and will perform its obligations thereunder and will cause General Contractor to perform its obligations thereunder.

(bb) The Architect’s Contract is in full force and effect and no default exists thereunder and the Company will perform its obligations thereunder and will cause the Architect to perform its obligations thereunder.

(cc) To the best of the Company’s knowledge following due inquiry as a duly diligent property owner, and except as disclosed by the Environmental Report delivered to and accepted by the Lender, (i) the Project Site has been and is free from contamination by Hazardous Substances except for De Minimis Amounts, (ii) no release of any such Hazardous Substance has occurred on or about the Project Site, (iii) the Project Site currently complies, and will comply based on its anticipated use, with all current Environmental Laws, (iv) there is no present, past or threatened investigation, inquiry or proceeding relating to the environmental condition, or to events on or about, the Project Site, (v) there are no underground storage tanks currently existing on the Project Site, and there have not been any underground storage tanks on the Project Site, and (vi) the Company has not received nor does it have any knowledge of any summons, citation, directive, letter or other communication, written or oral, from any Governmental Authority concerning (A) the existence of Hazardous Substances on the Project Site or in the immediate vicinity, (B) the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances onto the Project Site or into waters or other lands or (C) any violation of Environmental Laws with respect to or affecting the Project Site, and (v) no part of the Project Site is listed in the

United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or in any list of hazardous waste priorities in the State of Minnesota.

The Company hereby further covenants, warrants and represents to the Lender, its successors and assigns that (i) the Company shall comply and shall cause the School and all other occupants of the Project Site to comply with all Environmental Laws and all other federal, state and local laws, rules, regulations and orders with respect to the discharge, generation, removal, transportation, storage and handling of Hazardous Substances; (ii) keep the Project Site free of any lien imposed pursuant to any state or federal law, rule, regulation or order in connection with the existence of Hazardous Substances on the Mortgaged Property; and (iii) shall not cause or permit to exist, as a result of an intentional or unintentional act or omission on the part of Mortgagor, the School or any other occupant of the Mortgaged Property, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of any Hazardous Substances onto the Mortgaged Property or into waters or other lands.

The Company agrees to indemnify and reimburse the Lender, any participant of the Lender, its and their respective directors, officers, employees, agents, contractors, licensees, invitees, successors and assigns and any successor owner of the Mortgaged Property acquiring title upon foreclosure of the Mortgage or deed in lieu of foreclosure (collectively, "Indemnified Parties"), for (i) any breach of the representations and warranties made herein and in the Mortgage with respect to Hazardous Substances and Environmental Laws, (ii) any loss, damage, expense or cost arising out of or incurred by any Indemnified Party, which is a result of a breach, misstatement of or misrepresentation of the above covenants, representations and warranties, or which is the result of discovery of any Hazardous Substance in, upon, under or over, or emanating from, the Project Site, whether or not the Company is responsible therefor, or whether or not it was placed, located, deposited or released by the Company, the School, or any other occupant of the Project Site, (iii) any violation by the Company, the School, any other occupant of the Project Site, or the Mortgaged Property, of any Environmental Laws, and (iv) attorneys' fees incurred by the Indemnified Parties in connection with the defense of any action against the Indemnified Parties arising out of the above unless caused by such Indemnified Party's gross negligence or willful misconduct. The Company agrees that the Indemnified Parties shall have no responsibility for, and the Company hereby releases the Indemnified Parties from responsibility for, damage or injury to human health, the environment or natural resources caused by Hazardous Substances and for abatement, cleanup, detoxification, removal or disposal or otherwise with respect to, Hazardous Substances (except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties). These covenants, representations and warranties are for the benefit of the Lender and the other Indemnified Parties, and shall be deemed to survive the payment of the Note and the Loan Repayments, and the foreclosure, release, and satisfaction of the Mortgage.

(dd) No materials or any other part of the Improvements or articles of personalty to be placed in the Project Site by the Company, have been or will be purchased or installed under any security agreement, equipment lease, title retention agreement or other arrangements wherein the seller or any other party reserves or purports to reserve the right to remove or to repossess any such items or to consider them personal property after their incorporation in the Work unless authorized by Lender in writing.

(ee) To the best knowledge of the Company, after due inquiry, all costs incurred or to be incurred by the Company in connection with the Project, including without limitation, all costs reasonably expected to be incurred by the Company pursuant to the General Contract, are shown on the Total Project Cost Statement.

(ff) The Company and its officers and employees and, to the knowledge of the Company, its directors and officers, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. Neither the Company nor any of its directors or officers is a Sanctioned Person. The Loan, the use of the proceeds of the Notes and the other transactions contemplated hereby will not violate Anti-Corruption Laws or applicable Sanctions.

(gg) Neither the making of the Loan hereunder nor the use of the proceeds thereof will violate the PATRIOT Act, the Trading with the Enemy Act, 12 U.S.C. §§ 95a-95b and 50 U.S.C. App. §§ 1-44, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or successor statute thereto. The Company is in compliance in all material respects with the PATRIOT Act.

(hh) [The Certificate of Beneficial Ownership executed and delivered to Lender on or prior to the date of this Agreement, as updated from time to time in accordance with this Agreement, is accurate, complete and correct as of the date hereof and as of the date any such update is delivered.]

(ii) The Company shall commence construction of the Series 2023 Improvements by not later than [_____, 202_]. The Company shall diligently and continuously pursue construction of the Series 2023 Improvements to Construction Completion by not later than the Completion Date and supply such moneys and perform such duties as may be necessary to complete the construction of the Series 2023 Improvements pursuant to the Contract Documents and in full compliance with all terms and conditions of this Loan Agreement, the Approved Plans and the Loan Documents, without Liens, claims or assessments (actual or contingent) asserted against the Mortgaged Property for any material, labor or other items furnished in connection therewith, and all in full compliance with all Governmental Requirements and evidence of satisfactory compliance therewith which the Company will provide to the Lender upon written request therefor by the Lender. The Company agrees to indemnify, defend and hold the Lender harmless for, from and against any claimed or threatened Lien against the Mortgaged Property.

(jj) The Company assumes full responsibility for the compliance of the Plans and Specifications for the Project with all Governmental Requirements to the extent necessary or required and with all covenants, conditions, restrictions and requirements applicable to the Series 2023 Improvements, and with sound building and engineering practices, and, notwithstanding any approvals by the Lender, the Lender shall not have any obligation or responsibility whatsoever for the Plans and Specifications or any other matter incident to the Project Site or the construction of the Series 2023 Improvements. The Company shall correct or cause to be corrected (a) any defect in the Series 2023 Improvements, (b) any departure in the construction of the Series 2023 Improvements from the Approved Plans or Governmental Requirements, and (c) any encroachment by any part of the Series 2023 Improvements on any building line, easement, property line or restricted area. The Company shall cause all roads, drive aisles and other off-site work necessary for the utilization of the Series 2023 Improvements for its intended purposes to be completed and dedicated (if dedication thereof is required by any Governmental Authority), the bearing capacity of the soil on the Project Site to be made sufficient to support the Series 2023 Improvements, and sufficient local utilities to be made available to the Series 2023 Improvements and installed at costs (if any) set out in the Sworn Construction Cost Statement on or before the Completion Date. An Advance of any the Note shall not constitute a waiver of the Lender's right to require compliance with this subsection or any other requirement in this Loan Agreement or any of the other Loan Documents.

(kk) The Company shall not make or permit any changes to the Construction Documents, without the consent of the Lender, which consent shall not unreasonably be withheld; provided that Minor Changes may be made without the Lender's consent, but with notice to, the Lender. In the event such change results in additional costs in excess of the contingency included in the Total Project Cost Statement, the Company agrees that it will deposit with the Disbursing Agent or the Lender the amount of such additional costs and shall authorize the Lender and the Disbursing Agent to disburse such funds prior to disbursement of any additional proceeds of the Notes.

(ll) Except for Permitted Encumbrances, the Mortgage and the Assignment of Lease, the Company shall keep the Mortgaged Property free from any Lien, mortgage, encumbrance, judgment, security agreement, equipment lease agreement, financing arrangement or title retention agreement. Upon the assertion of a claim of Lien or the filing of a Lien against the Mortgaged Property, the Company shall cause the same to be discharged and removed within thirty (30) days following the Company's receipt of notice of the assertion or filing thereof, provided the Company shall not be required to pay, discharge or remove any Lien so long as the Company shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the Lien so contested and the sale of the Mortgaged Property, or any part thereof, to satisfy the same and the existence of such Lien shall not delay or hinder the construction of the Series 2023 Improvements and provided that Company shall have given such security as may be demanded by the Lender and Title to protect the Mortgaged Property and the Lender's interest therein, if any such Lien is determined adverse to such interests. The Company shall promptly, after final determination of the validity of any such Lien, pay the amount adjudicated to be due, together with all interest and penalties which may be payable in connection therewith. Notwithstanding these provisions the Company shall (and if the Company shall fail so to do, the Lender, may but shall not be required to) pay any such Lien notwithstanding such contest if in the reasonable opinion of the Lender, the Mortgaged Property shall be in jeopardy or in danger of being forfeited or foreclosed or construction of the Series 2023 Improvements or hindered or delayed.

(mm) The Company shall permit the Lender, the Inspecting Architect and Title and their representatives and agents, upon reasonable notice and during reasonable hours, to enter upon the Project Site and to inspect the Work and all materials to be used in construction thereof and to cooperate and cause the Contractors to cooperate with the Lender, the Inspecting Architect, and Title, and their representatives and agents during such inspections; provided, however, that this provision shall not be deemed to impose upon the Lender or Title any duty or obligation whatsoever to undertake such inspections, to correct any defects in the Work or to notify any Person with respect thereto. Notwithstanding the foregoing, the Company shall be responsible for making inspections as to the Work during the course of construction and shall determine to its own satisfaction that the Work done or materials supplied by the Contractors and all Subcontractors have been properly supplied or done in accordance with the applicable contracts. The Company will indemnify, defend and hold the Lender harmless from and the Lender shall have no liability or obligation of any kind to the Company, any third parties or creditors of the Company in connection with any defective, improper or inadequate workmanship or materials brought in or related to the Work or the Project Site or any Liens arising as a result of such workmanship or materials. Upon the Lender's written request, the Company shall replace or cause to be replaced any such Work or material found to be defective. Such inspections are solely for the purpose of the Lender's underwriting requirements and such review shall not be construed as a review of suitability, merchantability, fitness, compliance with Governmental Requirements or otherwise and may not be relied upon by the Company or any other Person.

(nn) The Company shall from time to time promptly correct or cause the Contractors to correct any defects in the Work or any departure from the Approved Plans not previously approved by the Lender. An Advance of the Notes shall not constitute a waiver of the Lender's right to require compliance with this covenant.

(oo) The Company shall allow the Lender, at the Lender's cost and expense, to erect and maintain at a suitable site on the Project Site a sign indicating that financing is being provided by the Lender and to publicize the Lender's financing role, subject to any applicable municipal ordinances.

(pp) The Company shall furnish to the Lender all instruments, documents, initial surveys, footing or foundation surveys, certificates, plans and specifications, appraisals, financial statements, title and other insurance reports and agreements and each and every other document and instrument required to be furnished by the Company, hereunder, all at the Company's expense; shall assign and deliver to the Lender such documents, instruments, assignments and other writings, and to do such other acts necessary or desirable to preserve and protect the Lender's interest in the Mortgaged Property and all other collateral at any time securing or intended to secure the Notes and the Loan Repayments, as the Lender may reasonably require in writing; and shall do and execute all and such further lawful and reasonable acts, conveyances and assurances for the carrying out of the intents and purposes of this Loan Agreement and the other Loan Documents, as the Lender shall reasonably require in writing from time to time.

(qq) The Company agrees that the Lender shall have the right to obtain, at the Company's expense, an updated Appraisal setting forth the Appraised Value of the Project Site as of the date of such Appraisal from an appraiser selected by the Lender at any time (a) that an Event of Default shall have occurred and be continuing hereunder, (b) an Appraisal is required by then current banking regulations or regulatory requirements applicable to the Lender, or (c) the Lender determines in good faith that the security for the Notes and the Loan Repayments has been physically or financially impaired in any material manner. In the event that the Lender shall elect to obtain such an Appraisal, the Lender may immediately commission an appraiser acceptable to the Lender to prepare such Appraisal and the Company shall fully cooperate with the Lender and the appraiser in obtaining the necessary information to prepare such Appraisal. In the event that the Company fails to cooperate with the Lender in obtaining such an Appraisal or in the event that the Company shall fail to pay for the cost of such Appraisal within ten (10) days after written demand, such event shall constitute an Event of Default hereunder and the Lender shall be entitled to exercise all remedies available to it hereunder and under the Loan Documents.

(rr) The Company shall not remove any item of personality which is subject to the security interest in favor of the Lender, or permit any such item to be removed, at any time from the Project Site unless the removed item is consumed or sold in the usual and customary course of operating the Project Site or removed temporarily for maintenance or repair or, if removed permanently, replaced by an article of equivalent suitability and use and of not materially less value and which is owned by the Company outright free of any Lien, security interest or lease purchase financing arrangement other than those permitted by the Lender pursuant to the terms of this Loan Agreement.

(ss) The Company shall not (i) conduct any business or engage in any transaction relating to any property blocked pursuant to Executive Order No. 13224, or (ii) engage in or conspire to engage in any transaction that evades or avoids, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224, the PATRIOT Act or any other anti-terrorism law, or (iii) become a "Special Designated National" or "Blocked Person" as those terms are

defined in OFAC. The Company shall deliver to the Lender any certification or other evidence requested by the Lender, confirming the Company's compliance with this subsection.

(tt) The Company shall furnish to the Lender, as and when required by the Lender, satisfactory evidence that the Loan is in balance as required by the Disbursing Agreement.

(uu) [Upon request, the Company shall provide to the Lender: (i) confirmation of the accuracy of the information set forth in the most recent Certificate of Beneficial Ownership provided to the Lender; (ii) a new Certificate of Beneficial Ownership, in form and substance acceptable to the Lender, when the individual(s) to be identified as a Beneficial Owner have changed; and (iii) such other information and documentation as may be reasonably requested by the Lender from time to time for purposes of compliance by the Lender with applicable laws (including, without limitation, the PATRIOT Act and any other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by the Lender to comply therewith.]

(vv) The Company shall obtain and maintain, or cause the School or the General Contractor, as applicable, to obtain and maintain: the following Insurance Policies:

All Risk. A "Causes of Loss-Special Form" property insurance with extended coverages including any building contents, sprinkler coverage, Contingent Operations of Building Laws/Ordinance or Law Endorsement (including demolition cost, loss to undamaged portions of the Project and increased cost of construction) with limits of 100% replacement cost, other than design costs, footings, foundations, underground utilities and site work, but including supplies and materials, and with no co-insurance provision or right of apportionment for partial loss by reason of insufficient coverage, with an agreed amount endorsement in amount acceptable to the Lender.

Builder's Risk Insurance. Until Construction Completion, Builder's Risk Insurance written on a completed value basis in an amount equal to the full replacement cost of the Series 2023 Improvements, other than design costs, footings and foundations, underground utilities and site work, but including supplies and materials furnished at the date of completion with coverage available on the so-called non-reporting "all risk" form of policy, including ordinance or law coverage, equipment breakdown coverage and coverage against collapse, transit coverage and water damage, including a full installation floater to insure all materials owned by the Company and stored on or off the site but not yet part of the permanent installation with standard non-contributing mortgagee clauses. [**Comment:** Carried by the Company or the General Contractor?]

Boiler and Pressure Vessels. If applicable, insurance against loss or damage from (i) leakage of sprinkler systems and (ii) explosion of steam boilers, air conditioning equipment, high pressure piping, machinery and equipment, pressure vessels or similar apparatus now or hereafter installed in any Improvements and including broad form boiler and machinery insurance (without exclusion for explosion) covering all boilers or other pressure vessels, machinery and equipment (including electrical equipment, sprinkler systems, heating and air conditioning equipment, refrigeration equipment and piping) located in, on or about any Improvements thereon in an amount at least equal to the full replacement cost of the Improvements and such equipment. [**Comment:** Most charter schools do not carry this coverage.]

Rents/Income. Rents Loss or Business Interruption insurance covering risk of loss due to the occurrence of any hazards insured against under the required fire and extended coverage insurance in an amount equal to one (1) year's loss of gross income, as such income may change from time to time due to changes in the gross income from the Mortgaged Property. [**Comment:** Does the Lease require this to be carried by the School?]

Workers' Compensation and Employer's Liability. Workers' Compensation insurance written to cover claims under worker's compensation, disability benefits and other similar claims arising from employees in an amount equal to the statutory limit in the state where the Mortgaged Property are located and Employer's Liability insurance with minimum coverage limits for bodily injury by accident in the amount of \$1,000,000 for each accident and minimum coverage limits for bodily injury by disease in the amount of \$1,000,000 for each employee.

Flood. If the Project Site is in a flood plain or flood hazard area, as determined by the Federal Energy Management Agency, flood insurance in an amount at least equal to the lesser of the full replacement cost of all Improvements and equipment on the Project Site, the outstanding principal amount of the Note or such other coverage limits which Lender may reasonably require.

Business Automobile Liability. Business Automobile Liability insurance on vehicles operated in connection with the Mortgaged Property with limits of at least \$1,000,000.

CGL. Commercial general public liability insurance (including product liability, completed operations, contractual liability, broad form property damage, personal injuries, including death resulting therefrom) with limits of at least \$1,000,000 for each occurrence and with \$2,000,000 annual aggregate.

General Contractor's Insurance Policies:

Commercial General Liability Insurance including coverage for bodily injury, property damage, personal injury, contractual liability, independent contractors, products-completed operations liability (to be maintained for two years after Construction Completion), with severability of interests and with combined single limit and general aggregate coverage of at least \$1,000,000 for each occurrence and with at least \$2,000,000 annual general aggregate, which limits shall be on a "per project" basis.

Workers' Compensation and Employer's Liability. Workers' Compensation insurance written to cover claims under worker's compensation, disability benefits and other similar claims arising from employees in an amount equal to the statutory limit in the state where the Mortgaged Property are located and Employer's Liability insurance with minimum coverage limits for bodily injury by accident in the amount of \$1,000,000 for each accident and minimum coverage limits for bodily injury by disease in the amount of \$1,000,000 for each employee, and any additional insurance required in the General Contract.

Insurance Policy Requirements. The maximum deductible on all coverages and policies shall be no greater than \$25,000, unless otherwise approved by the Lender. The insurance carrier must be rated A, Class X, or better, by A.M. Best's Rating Service, unless otherwise approved by the Lender. Such Insurance Policies shall be written on forms and with

insurance companies having such ratings and being reasonably satisfactory to the Lender and the Lender's insurance consultant, shall be in amounts sufficient to prevent the Company from becoming a co-insurer of any loss thereunder, shall insure the Lender as a first mortgagee, loss payee and certificate holder on all property and business interruption/loss of rents coverage under a standard mortgagee and a lender loss payable endorsement with a severability of interest clause and shall name Lender as an additional insured and certificate holder on all required liability coverages and policies. All binders, certificates of insurance, and original or certified copies of policies must name the Company as a named insured, or as an additional insured, must include the complete and accurate property address and must bear the signature of the issuing insurance agent. Prior to the Closing Date and within thirty (30) days prior to the expiration of any such policy, the Company shall deliver original policies of the insurer evidencing the renewal of such insurance or certificates of insurance in form satisfactory to the Lender, together with evidence of the payment of current premiums therefor. The Company shall use commercially reasonable efforts to ensure that such policies or certificates shall provide the agreement by the insurer or insurers therein to give the Lender not less than thirty (30) days' prior written notice (10 days' written notice for non-payment of premium) of any intention to cancel or modify such coverages. Any vacancy, change of title, tenant occupancy or use, physical damage, additional improvements or other factors affecting any insurance contract must be reported to the Lender immediately. An original or a certified copy of each policy or a certificate evidencing such renewal is required to be delivered to the Lender upon renewal. If no such copy is available, the Lender will accept a binder for a period not to exceed ninety (90) days. No such Insurance Policies shall contain any exclusion for acts of terrorism.

Collection of Proceeds. The Company shall cooperate, and shall cause General Contractor and the School, as applicable, to cooperate, with the Lender in obtaining for the Lender the benefits of any Insurance Policies or other proceeds payable to it under such Insurance Policies and shall pay all reasonable expenses of the Lender in participating in any loss adjustments (including the payment by the Company of the expense of an independent appraisal on behalf of the Lender, if reasonably necessary to facilitate adjustment of a loss).

ARTICLE III

ISSUANCE OF THE NOTE

Section 3.1 **Agreement to Issue the Notes.** The Issuer has authorized the issuance of the Series 2023-1 Note in the original aggregate principal amount of \$[7,245,000] and the Series 2023-2 Note in the original aggregate principal amount of \$[2,440,000] to finance and refinance the Project. The Company agrees to finance and refinance the Project and the Issuer agrees to lend the Note Proceeds to the Company, upon the terms and conditions set forth herein (including those set forth in Section 4.2(b) with respect to the payment of the Issuer's administrative fee and the payment of the Issuer's attorneys' fees), by causing such sums to be advanced to the Company and disbursed in accordance with the Loan Agreement and the Disbursing Agreement to finance the Series 2023 Improvements, refund the Prior Obligations, and pay the Costs of Issuance.

Section 3.2 **Documents Required Prior to First Advance of Loan.** Prior to the Closing Date and as a condition precedent to the first Advance of the Loan, the Company shall deliver to the Lender the following, each of which will be satisfactory to the Lender in form and substance:

- (a) The Notes;
- (b) The Loan Agreement;
- (c) The Assignment of Loan Agreement;
- (d) The Pledge Agreement;
- (e) The Mortgage;
- (f) The Security Documents;
- (g) The Lease;
- (h) The Assignment of Lease;
- (i) The Disbursing Agreement;
- (j) The items listed in Section 2.1 of the Disbursing Agreement;
- (k) An opinion of Counsel for the Company as prescribed by the Lender and Bond Counsel;
- (l) An opinion of Counsel for the School as prescribed by the Lender and Bond Counsel;
- (m) An Opinion of Bond Counsel, to the effect that the Issuer has duly authorized the Notes and that the interest on the Notes is exempt from federal income taxation and subject to other conditions acceptable to the Lender.
- (n) A 501(c)(3) determination letter from the Internal Revenue Service evidencing that the Company is exempt from income taxation under Section 501(c)(3) of the Code and such other

documents and opinions as Bond Counsel may reasonably require for purposes of rendering its opinion required in subsection (h) above.

(o) A 501(c)(3) determination letter from the Internal Revenue Service evidencing that the School is exempt from income taxation under Section 501(c)(3) of the Code and such other documents and opinions as Bond Counsel may reasonably require for purposes of rendering its opinion required in subsection (i) above.

(p) A fully paid Title Policy (or pro forma Title Policy) written by Title in the full Loan amount, in form and substance satisfactory to the Lender. The Title Policy shall insure that marketable, fee simple title to the Project Site is vested in the Company, free from exceptions for mechanic's and supplier's liens, naming the Lender as an insured and insuring that the Mortgage is a valid first lien in the full amount of the Loan subject only to the Permitted Encumbrances and containing such endorsements as the Lender may require.

(q) The Appraisal. The original aggregate principal amount of the Notes may not exceed 75% of the Appraised Value.

(r) A copy of a current land survey of the Project Site prepared by a reputable, registered land surveyor, certified and prepared in form and substance reasonably satisfactory to the Lender and Title and other interested parties and otherwise complying with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted in 2021 by the American Land Title Association and the National Society of Professional Surveyors, including the Table A items reasonably required by the Lender and certifying the description of the Project Site (including the appurtenant easements) showing all encroachments onto or from the Project, spotting all existing Improvements and the spotting the intended location of Series 2023 Improvements, showing access rights, easements or utilities, rights of way affecting the Project Site, showing all setback requirements upon the Project Site, showing matters affecting title, and such other items as the Lender may reasonably request.

(t) True, correct, complete and fully executed copies of (i) the Architect's Contract, (ii) the General Contract, (iii) all Other Contracts, (iv) the Approved Plans, and (v) all Permits,

(u) All financing statements, assignments and other documents requested by Lender to perfect its security interests, as well as termination of conflicting filings of record or satisfactory release of Lender's collateral from conflicting filings. The Company hereby authorizes and consents to the Lender filing and recording all financing statements deemed appropriate by Lender to perfect its security interests.

(v) The Articles of Incorporation of the Company and the School, a Certificate of Good Standing of the Company, and a Certificate of Good Standing of the School, all certified by the Minnesota Secretary of State, together with a copy of the Company's and the School's Bylaws, duly certified, all of the foregoing in current form, together with any amendments thereof.

(w) A copy of the Company's corporate resolutions of its Board of Directors, duly certified by an officer, authorizing the Project, the Loan and the execution, delivery, and performance of, and the transactions contemplated by this Loan Agreement, the Notes and the other Loan Documents.

(x) A copy of the School's corporate resolutions of its Board of Directors, duly certified by an officer, authorizing the Project, the Loan and the execution, delivery, and

performance of, and the transactions contemplated by this Loan Agreement, the Notes and the other Loan Documents.

(y) A certificate establishing that no part of the Project Site is located within a Federal Flood Plain as designated by the Federal Emergency Management Agency (“FEMA”), or in the event the Project Site is within a Federal Flood Plain, a certificate establishing that Company has obtained Federal Flood Insurance administered by FEMA in the maximum attainable amount.

(y) The Insurance Policies or other evidence of certificates thereof acceptable to the Lender.

(z) Such other assignments, security agreements, guaranties, financing statements, indemnities, opinions, and other instruments evidencing or securing the Loan as may be required by the Lender.

(aa) The payment of the Loan Fee and all other costs and expenses incurred by the Lender, including the Lender’s costs and expenses and attorneys’ fees, incurred in connection with the issuance of the Notes, the Loan, and the Project.

(bb) Any certification, instrument, assignment or other document referenced in or required by any of the foregoing.

(cc) The Company and the School shall have each established all of their deposit, operating and reserve accounts with the Lender, and the Company and the School have collectively deposited a sum of not less than \$4,000,000 therein.

(dd) The Lender has received and approved a copy of the audited financial statements of the Company and the School for the Fiscal Year ending June 30, 2023, including balance sheets and operating statements, setting forth in each case in comparative form corresponding figures from the previous annual audit, certified without qualification by an Independent Accountant, which shall comply with all applicable requirements of State law and shall include, without limitation, related statements, and will have no material deviations from draft of the Company’s and the School’s draft audited financial statements for the Fiscal Year ending June 30, 2023 previously delivered to the Lender and relied on by the Lender in underwriting the Loan.

Section 3.3. Disbursement of the Loan. Pursuant to the Loan Agreement and the Act, the Issuer has authorized the Company to provide directly for the financing of the Project in such manner as determined by the Company and hereby authorizes the Lender to Advance the proceeds of the Notes into an account held by Title to be disbursed directly to the Company or such other parties as may be entitled to payment or reimbursement for costs of the Project, upon receipt of such supporting documentation as the Lender may deem reasonably necessary or as required by this Loan Agreement and the Disbursing Agreement. On the Closing Date, proceeds of the Notes in the amount of \$[] will be disbursed to redeem and prepay the Prior Obligations, proceeds of the Notes in the amount of \$[] will be disbursed to pay for the Costs of Issuance, proceeds of the Notes in the amount of \$[] will be disbursed to reimburse the Company for certain eligible costs of the Project incurred and paid for prior to the date hereof, and proceeds of the Notes in the amount of \$[] will be retained by the Lender and advanced by the Lender and deposited with Title to be disbursed from time to time pursuant to the this Loan Agreement and the Disbursing Agreement to pay for the Series 2023 Improvements. Without limiting the requirements of the Disbursing Agreement, each Advance of the Loan following the initial Advance on the Closing Date shall be subject to the satisfaction of each of the following conditions: (a) All of the conditions in Section 3.2 of this Loan Agreement have been satisfied;

- (b) All conditions of the Disbursing Agreement have been satisfied;
- (c) The representations and warranties in Section 2.2 hereof and in the other Loan Documents shall be true and correct in all material respects on and as of the date of such Advance;
- (d) The Company and the School shall be in compliance with all of the covenants in Section 2.2 hereof and the other Loan Documents to the extent applicable and as of the date of such Advance;
- (e) No Default or Event of Default has occurred and is continuing under this Loan Agreement, the other Loan Documents or the Lease; and
- (f) The Lender and the Inspecting Architect shall have received and approved the Application for Payment and all documents and items to be provided pursuant to the Disbursing Agreement.

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ARTICLE IV

LOAN OF NOTE PROCEEDS TO THE COMPANY; LOAN PROVISIONS

Section 4.1 **Loan of Note Proceeds.** The Issuer agrees upon the terms and conditions contained in this Loan Agreement to lend the Note Proceeds to the Company. Such Note Proceeds shall be disbursed to or on behalf of the Company as provided in Sections 3.1 and 3.3 hereof.

Section 4.2 **Amounts Payable.**

(a) **Loan Repayments.** Subject to the prepayment provisions set forth in Section 9.1 hereof and in the Notes, the Company agrees to repay the Loan by making all payments of principal, interest (including Default Interest (as that term is defined in the Notes)) and any premium (including the Prepayment Premium (as that term is defined in the Notes)), penalty, charge and late fee that are required to be made by the Issuer under the Notes at the times and in the amounts provided therein (collectively, the “Loan Repayments”). All payments shall be made directly to the Lender, as provided in the Notes, for the account of the Issuer. The Company represents and covenants that the source of payment of the Notes are from revenues derived from the operation of the Project and other revenues of the Company obtained pursuant to its tax-exempt purposes. The Notes provide for late payment fees and default interest upon failure to timely pay amounts due under the Notes.

It is understood and agreed that all payments payable under this Section 4.2(a) by the Company are assigned by the Issuer to the Lender for the benefit of the Lender pursuant to the Assignment of Loan Agreement. The Company consents to such assignment. The Issuer hereby directs the Company and the Company hereby agrees to pay to the Lender at the Lender’s address set forth in the registers attached to the Notes, all payments payable by the Company pursuant to this Section 4.2(a).

(b) **Issuer Fee and Issuer’s Expenses.** In addition to any other payments required hereunder, the Company shall pay the following amounts to the Issuer in immediately available funds on the due date thereof (or, if there is not due date with respect to such payment, then upon demand of the Issuer): (i) all reasonable expenses paid or incurred by the Issuer in connection with the transactions contemplated by the Notes and this Loan Agreement, including any legal, accounting, financial, or other costs paid or incurred by the Issuer; and (ii) all costs and expenses, including without limitation, reasonable attorneys’ fees, paid or incurred by the Issuer in connection with (A) the discussion, negotiation, preparation, approval, execution and delivery, and amendments or modifications of the Notes, this Loan Agreement, the Assignment of Loan Agreement, and the documents and instruments related hereto or thereto, (B) the enforcement by the Issuer during the Term of Agreement or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument, or agreement related hereto or thereto, and (C) an audit, random or otherwise, by the Internal Revenue Service, the Minnesota Department of Revenue, or another department of office of the State with respect to the Notes, the Company, the School, or the Project; and (iii) the Issuer’s administrative fee of \$[_____], which is equal to 0.50% of the aggregate principal amount of the Notes, payable on the Date of Issuance.

(c) **Lender’s Fee and Lender’s Expenses.** In addition to any other payments required hereunder, the Company shall pay the following amounts to the Lender in immediately available funds on the due date thereof (or, if there is not due date with respect to such payment, then upon

demand of the Lender): (i) all reasonable expenses paid or incurred by the Lender in connection with the transactions contemplated by the Notes and this Loan Agreement, including any legal, accounting, financial, or other costs paid or incurred by the Lender; (ii) all costs and expenses, including without limitation, reasonable attorneys' fees, paid or incurred by the Lender in connection with (A) the discussion, negotiation, preparation, approval, execution and delivery, and amendments or modifications of the Notes, this Loan Agreement, the Assignment of Loan Agreement, and the documents and instruments related hereto or thereto, and (B) the enforcement by the Lender during the Term of Agreement or thereafter of any of the rights or remedies of the Lender hereunder or under the foregoing documents, or any document, instrument, or agreement related hereto or thereto; and (iii) the Loan Fee. Such costs and expenses of Lender shall include, without limitation, the costs, including reasonable attorneys' fees, associated with defending, protecting or enforcing the Lender's rights in any bankruptcy case or proceeding, including the cost of litigating the dischargeability of all or any portion of the Notes or the obligations of the Company to make Loan Repayments in accordance with the terms of this Loan Agreement, the cost of litigating the amount, validity, priority or secured status of the Lender's claim, the cost of litigating the avoidability of any allegedly preferential or fraudulent transfer, the cost of any litigation concerning confirmation of a plan of reorganization, and the cost of litigating the applicability of or seeking relief from the automatic stay.

(d) Late Payments. If the Company should fail to make any of the payments required in Section 4.2(a), the provisions of Section 8.1(a) hereof shall control. If the Company should fail to make any of the payments required in Sections 4.2(b), (c), or (d), the item or installment so in Default shall continue as an obligation of the Company until the amount in Default shall have been fully paid, and if such failure shall continue for a period of 5 days after notice from the Issuer or Lender, as applicable, the Company agrees to pay the same with interest thereon from the date thereof at the Default Interest rate set forth in the Notes to the extent permitted by law.

(e) All Other Amounts. The Company also agrees to pay all other amounts due and payable under this Loan Agreement, including amounts paid by the Lender on behalf of the Company for taxes or insurance, payments in lieu of taxes, rebate amounts due the federal government or other amounts allowed to be paid and paid by the Lender hereunder.

Section 4.3 Obligations of the Company Hereunder Unconditional; Rights Assigned. The obligations of the Company to make the payments required in Section 4.2 and other sections hereof and to perform and observe the other agreements contained herein shall be absolute and unconditional general obligations of the Company and shall not be subject to any defense or any right of setoff, abatement, counterclaim or recoupment arising out of any breach by the Issuer or the Lender of any obligation to the Company, whether hereunder or otherwise, or out of any Indebtedness or liability at any time owing to the Company by the Issuer or the Lender. Until such time as the principal of, premium, if any, and interest on the Notes shall have been fully paid, the Company (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof, (ii) will perform and observe all other agreements contained in this Loan Agreement and (iii) except as provided in Article IX hereof, will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Improvements, the taking by eminent domain of title to or temporary use of any or all of the Improvements, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Lender, or any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Issuer or the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement. The Company may, however, at the Company's own cost and expense and in the Company's own name or in the name of the Issuer, prosecute or defend any action or proceeding or take

any other action involving third persons (other than the Lender) which the Company deems reasonably necessary in order to secure or protect the Company's right of possession, occupancy and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer in any such action or proceeding if the Company shall so request. Under the Assignment of Loan Agreement, the Issuer has, as additional security for the Notes, assigned, transferred, pledged and granted a security interest in certain of its rights under this Loan Agreement to the Lender. The Lender is hereby given the right to enforce the performance of the obligations of the Company, and the Company hereby consents to the same and agrees that the Lender may enforce such rights, and the Company will make all payments required hereunder directly to the Lender.

Section 4.4 Maintenance of Improvements by the Company. The Company agrees that at all times during the Term of Agreement, the Company will, at the Company's own expense, maintain, preserve and keep the School Facility open as a schoolhouse, or pursuant to the Lease cause the School to maintain, preserve and keep the School Facility, with the appurtenances and every part and parcel thereof, open as a schoolhouse and keep the School Facility and the Improvements in good repair, working order and condition and that the Company will from time to time make or pursuant to the Lease cause the School to make all repairs, replacements and renewals deemed proper and necessary by it, all as further described in the Mortgage. The Company agrees that it will administer, maintain and operate the School Facility, or pursuant to the Lease cause the School to administer, maintain and operate the School Facility in a manner such that the School Facility is open to members of the general public, free of discrimination based upon race, creed, color, sex or national origin.

Section 4.5 Governmental and Utility Charges. The Company will pay during the Term of Agreement, as the same respectively become due, all taxes, assessments and other governmental charges that may at any time be lawfully assessed or levied against or with respect to the Improvements and the Project Site, in accordance with the requirements of the Mortgage.

Section 4.6 Insurance. The Company agrees that at all times during the Term of Agreement, the Company will, at its expense, maintain or cause to be maintained all Insurance Policies required by this Loan Agreement and the Mortgage.

Section 4.7 Deposit of Lease Revenues. The Company hereby covenants and agrees that the lease payments received from or on behalf of the School under the Lease shall be automatically transferred to the Lender pursuant to the Pledge Agreement, within one Business Day of receipt. Amounts shall be credited against the payments required under Section 4.2(a), (c), and (d). Any Lease payments remaining after application to the payments required under Section 4.2(a), (c), and (d) shall be applied to the payments required under Section 4.2(e) and the monthly cost of any other expenses required to be paid by the Company pursuant to the Lease and any surplus shall be (i) be deposited in the Maintenance Fund as required by Section 4.9 hereof; or (ii) applied to the payments required under Section 4.2 hereof and the monthly cost of any other expenses required to be paid by the Company pursuant to the Lease in any month in which the amount deposited is not sufficient to make such payments.

Section 4.8 Bank Qualification. The Company agrees to pay to the Issuer the amount required to reimburse such Issuer for any loss of "bank qualification" for any Unqualified Bonds issued in 2023 (referred to as the "Reimbursement Amount"). The term "Unqualified Bonds" means bonds issued by the Issuer (excluding "qualified 501(c)(3) bonds" as defined in Section 145 of the Code other than the Notes) which the Issuer properly designates as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code but which the Internal Revenue Service determines were not eligible for bank qualification as a result of the issuance of the Notes. The Reimbursement Amount shall be the actual cost to the Issuer as a result of such determination by the Internal Revenue Service as determined by the Internal Revenue Service or as a result of negotiations with the holders of such Unqualified Bonds. The

Reimbursement Amount for any Unqualified Bonds shall be payable within 15 days after the Company's receipt from the Issuer of written notice as to the Reimbursement Amount. All fees incurred by the Issuer with respect to such determination by the Internal Revenue Service and the collection of amounts due with respect thereto from the Company shall be the sole obligation of the Company, payable with the Reimbursement Amount. Notwithstanding the foregoing, in the event that the Issuer issues bonds for one or more other nonprofit borrowers in calendar year 2023, the Reimbursement Amount shall be divided among all such borrowers on a pro rata basis, based on the principal amount of the tax-exempt obligations issued for the benefit of each such borrower.

Section 4.9 Maintenance Fund. On the redemption date of the Series 2013 Note, the Company will (i) establish a maintenance reserve fund with the Lender (the "Maintenance Fund") and (ii) transfer the remaining balance of \$[_____] from the Building Reserve Fund held under the Series 2013 Loan Agreement to the Company plus, if necessary, any additional sum necessary to establish a minimum Maintenance Fund balance of at least \$300,000 (the "Maintenance Fund Requirement"), to be held in the Maintenance Fund.

Funds held in the Maintenance Fund may be used by the Company not more often than once each month and may only be used for the payment or reimbursement of items of repair, improvement, and replacement with respect to the School Facility which constitute capital expenditures under GAAP or which otherwise constitute major periodic repair or maintenance of the School Facility, such as annual painting or re-carpeting of a section of the School Facility (as opposed to incidental repairs such as touch-up painting, replacement of individual carpet tiles, etc.). The Company shall request payment or reimbursement from the Lender and such request must be in a minimum amount of \$25,000. The request shall identify the expenditures to be made by nature and amount, shall identify the contractor or other party making the repairs, improvements, and replacements, and shall certify that the expenditures are proper expenditures to be made or reimbursed from the Maintenance Fund. Investment earnings on amounts held in the Maintenance Fund shall remain in, and be credited as received to, the Maintenance Fund. If the Company withdraws amounts from the Maintenance Fund and reduces the amount in the Maintenance Fund below the Maintenance Fund Requirement, then the Company will promptly begin making monthly deposits to the Maintenance Fund in the amount not less than \$5,000 each until the amount in the Maintenance Fund is equal to or above the Maintenance Fund Requirement; provided however, the Company will increase the amount of such monthly deposits as may be deemed to replenish the Maintenance Fund to the full Maintenance Fund Requirement by no later than the end of the Company's Fiscal Year.

Amounts on hand in the Maintenance Fund may be utilized by the Lender if, on any payment date, as needed, the Loan Repayments received under the Loan Agreement are not sufficient to cover the full monthly payments due under the Notes. Amounts remaining in the Maintenance Fund, if any, upon payment in full of the Notes, shall be transferred to the Company.

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ARTICLE V

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET INSURANCE PROCEEDS

Section 5.1 **Damage, Destruction and Condemnation.** Unless the Company shall have exercised its option to prepay the amounts payable under this Loan Agreement pursuant to the provisions of Section 9.1 hereof, if prior to full payment of the Notes (i) the Improvements or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or any interest in, or the temporary use of, the Improvements or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under Governmental Authority, the Company shall be obligated to continue to pay the amounts specified in Section 4.2 hereof and any other amounts required by this Loan Agreement to be paid by the Company.

Section 5.2 **Application of Net Insurance Proceeds.** In the event of damage to, or condemnation or destruction of, the Improvements or any portion thereof resulting from fire or other casualty, the Company shall promptly give notice of such event to the Lender in writing. All net proceeds of any insurance or condemnation award relating to such damage or condemnation ("Net Insurance Proceeds") shall be distributed in accordance with Section 4.8 of the Mortgage. Notwithstanding the foregoing, the Company may elect to apply the Net Insurance Proceeds plus additional moneys, if any, from the Company, to prepay, in whole or in part, the Notes in accordance with the terms thereof and Section 9.1 hereof; provided the Company supplies the Lender with an opinion of an Independent Consultant acceptable to Lender stating that the property destroyed or condemned was not essential to the use of the Improvements as contemplated herein and that net revenues of the Improvements and the Company will not be materially adversely affected by such destruction; provided, however, no such opinion shall be required if the Notes are to be prepaid in full.

Any notice required to be given by the Company to the Lender under this Section 5.2 shall contain a description in reasonable detail of the work to be performed to repair and restore the Improvements; the estimated cost and timetable for completion of such work; and the sources of funding available therefor.

Section 5.3 **Insufficiency of Net Insurance Proceeds.** If the Net Insurance Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 5.2 hereof, the Company will nonetheless complete the work and will pay any cost in excess of the amount of the Net Insurance Proceeds held by the Lender. The Company agrees that if by reason of any such insufficiency of the Net Insurance Proceeds, the Company shall make any payments pursuant to the provisions of this Section, the Company shall not be entitled to any reimbursement therefor from the Issuer or the Lender, nor shall the Company be entitled to any diminution of the amounts payable under Section 4.2 hereof or any other amounts payable by the Company hereunder.

Section 5.4 **Cooperation of the Issuer.** The Issuer shall cooperate fully with the Company and the Lender at the expense of the Company in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 5.1 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Improvements and will, to the extent it may lawfully do so, permit the Company or, as the case may be, the Lender, to litigate in any proceeding resulting therefrom in the name and behalf of the Issuer. In no event will the Issuer voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Improvements or any part thereof without the prior written consent of the Company Representative and the Lender.

ARTICLE VI

SPECIAL COVENANTS

Section 6.1 **No Warranty of Condition or Suitability by the Issuer or the Lender.** Neither the Issuer nor the Lender makes any warranty, either express or implied, as to the Improvements or the condition thereof, or that the Improvements will be suitable for the purposes or needs of the Company or the School.

Section 6.2 **Access to the Improvements and Project Site.** The Company agrees that the Issuer, the Lender and their duly authorized agents shall have the right at all reasonable times to enter the Improvements, to examine and inspect the Improvements, and to have such rights of access to the Improvements for the proper maintenance of the Improvements in the event of failure by the Company to perform its obligations under Section 4.4 hereof. The Issuer and the Lender and their duly authorized agents shall also be permitted, at all reasonable times, to examine and copy the books and records of the Company with respect to the Improvements.

Section 6.3 **Further Assurances and Corrective Instruments.** The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by Lender for carrying out the expressed intention of this Loan Agreement and the other Loan Documents.

Section 6.4 **The Issuer and the Company Representatives.** Whenever under the provisions of this Loan Agreement the approval of the Issuer or the Company is required or the Issuer or the Company is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by the Issuer Representative and for the Company by the Company Representative; the Lender and any party hereto shall be authorized to act on any such approval or request.

Section 6.5 **Covenant Against Encumbrances.** The Company hereby covenants and agrees that it will not create, incur, assume or suffer to exist any lien or encumbrance upon the Mortgaged Property, except the Permitted Encumbrances, the Mortgage and the Assignment of Lease.

Section 6.6 **The Issuer to Grant Assignment and Security Interest to Lender.** The parties hereto agree that pursuant to the Assignment of Loan Agreement, the Issuer shall assign to the Lender in order to secure payment of the Notes all of the Issuer's right, title and interest in this Loan Agreement except the Issuer's rights under Sections 4.2(b), 4.8, 6.8, 7.2, 8.4, 10.6, 10.7, 10.8 and 10.9 hereof.

Section 6.7 **Consent to Lender's Access to Information.** The Company hereby consents to the right of the Lender to inspect, review, duplicate and make public to the extent authorized by law, any information or documents including information pertaining in any manner to the Improvements, the Company or the Company's business, assets, liabilities, financial condition, operations or compliance with any documents related to the Notes. The Issuer and the Company hereby agree that the Lender is intended to be a third-party beneficiary of the provisions of this Section, who may enforce the provisions of this Section as though a party hereto; and, this Section shall not be amended, modified or waived by the Issuer or the Company without the written consent of the Lender.

Section 6.8 **Preservation of Tax Exemption.** The Company covenants and agrees that, in order to assure that the interest on the Notes shall at all times be free from federal income taxation, the

Company will comply, and cause the School to comply, with the applicable provisions of Section 103 and Section 141 through 150 of the Code and as follows:

(a) The School Facility is and will continue to be owned and operated by the Company and leased to the School and no portion of the School Facility is managed by anyone other than the Company or a governmental entity or an organization described in or treated as described in Section 501(c)(3) of the Code or pursuant to a “qualified management agreement” within the meaning of all pertinent provisions of law, including all relevant provisions of the Code and regulations, rulings and revenue procedures thereunder, including Revenue Procedure 97-13, 1997-1 C.B. 632, issued January 10, 1997, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, issued June 20, 2001, as amplified by Notice 2014-67, 2014-46 I.R.B. 822, issued October 24, 2014, as amplified by Revenue Procedure 2016-44, 2016-36 I.R.B. 316, issued August 22, 2016, and as further modified, amplified, and superseded by Revenue Procedure 2017-13, 2017-6 I.R.B. 787, issued January 17, 2017, Notice 2014-67, 2014-46 I.R.B. 822, issued November 14, 2014, 2016-44, 2016-36 I.R.B. 316, issued September 6, 2016, and 2017-13, 2017-06 I.R.B. 787, issued February 6, 2017 or any subsequent revenue procedure, regulation, or other written statements of the Internal Revenue Service or the United States Department of the Treasury that establishes superseding rules or regulations relating to management agreements.

(b) The School Facility will not be used by the Company or the School in an unrelated trade or business, determined by the application of Section 513(a) of the Code.

(c) No more than 5% of the net proceeds of the Notes will be used for any private business use as defined in Section 141(b)(6) of the Code.

(d) The payment of the principal of, or interest on, no more than 5% of the proceeds of the Notes is (under the terms of the Notes or any underlying arrangement) directly or indirectly (a) secured by any interest in (i) property used or to be used for a private business use, or (ii) payments in respect of such property, or (b) to be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use.

(e) At least 95% of the net proceeds of the Notes will be used for capital expenditures.

(f) The weighted average maturity of the Notes will not exceed the estimated economic life of the Bond Financed Facilities by more than 20%, all within the meaning of Section 147(b) of the Code.

(g) While the Notes remain outstanding, no portion of the proceeds of the Notes will be used to provide any airplane, skybox or other private luxury box, any facility primarily used for gambling, or a store, the principal business of which is the sale of alcoholic beverages for consumption off premises.

(h) Not more than 2% of the proceeds of the Notes will be used to finance Costs of Issuance.

(i) The Company agrees it will not use the proceeds of the Notes in such a manner as to cause the Notes to be a “arbitrage bonds” within the meaning of Section 148 of the Code and applicable Treasury Regulations. To the extent an exception to the following requirements does not apply, the Company shall:

(i) maintain records identifying all “gross proceeds” and “replacement proceeds” (as defined in Section 148(f)(6)(B) of the Code) attributable to the Notes, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom (earnings in excess of the yield on the Notes) and any earnings derived from the investment of such arbitrage profit;

(ii) make, or cause to be made as of the end of each fifth bond year, the annual determinations of the amount, if any, of excess arbitrage required to be paid to the United States, unless the Company obtains an opinion of Counsel to the effect that such calculations need not be made (the “Rebate Amount”);

(iii) pay, or cause to be paid, to the United States at least once every fifth bond year the amount, if any, which is required to be paid to the United States, including the last installment which shall be made no later than 60 days after the day on which the Notes are paid in full;

(iv) not invest, or permit to be invested, “gross proceeds” of the Notes in any acquired nonpurpose obligations so as to deflect arbitrage otherwise payable to the United States as a “prohibited payment” to a third party; and

(v) if applicable, retain all records of the determination of the foregoing amounts until six years after the Notes have been fully paid.

Unless an exception applies or the opinion of Counsel described in (ii) above is provided, the Company agrees that, in order to comply with this paragraph (i), it shall determine the Rebate Amount within 30 days after each fifth year of the anniversary of the Closing Date and upon payment in full of the Notes. Upon request, the Company shall furnish the Lender a certificate showing how such calculation was made.

(j) In addition to the Notes, no other obligations have been or will be issued under Section 103 of the Code which are sold at substantially the same time as the Notes pursuant to a common plan of marketing and at substantially the same rate of interest as the Notes and which are payable in whole or part by the Company or otherwise have with the Notes any common or pooled security for the payment of debt service thereon, or which are otherwise treated as the same “issue of obligations” as the Notes as described in Section 1.150-1(c)(1) of the Treasury Regulations.

(k) No proceeds of the Notes shall be invested in investments which cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code. If at any time the proceeds of the Notes held by the Lender in an account for the benefit of the Company exceed, within the meaning of Section 149(b)(3)(B) of the Code, (i) amounts invested for an initial temporary period until the moneys are needed for the purpose for which the Notes were issued, (ii) investments of a bona fide debt service fund, and (iii) investments of a reserve which meet the requirements of Section 148(d) of the Code, such excess moneys shall be invested in only those investments, which are (A) obligations issued by the United States Treasury, (B) other investments permitted under regulations, or (C) obligations which are (a) not issued by, or guaranteed by, or insured by, the United States or any agency or instrumentality thereof or (b) not federally insured deposits or accounts, all within the meaning of Section 149(b) of the Code.

(l) The Company will not otherwise use proceeds of the Notes, or take or fail to take any action within its control, the effect of which would be to impair the exemption of interest on the Notes from federal income taxation.

Section 6.9 **Determination of Taxability.** If the Company receives a Determination of Taxability, it will promptly give notice of such Determination of Taxability to the Issuer and the Lender and the Notes shall convert to a taxable obligation effective as of the Date of Taxability. The interest rate for interest accruing from the Date of Taxability shall be adjusted to the “Taxable Rate” (as defined in the Notes) on the date of the Determination of Taxability and the Company shall pay any interest accruing from the Date of Taxability which is retroactively due as a result of the interest rate adjustment on the next payment date along with regularly scheduled principal payment and interest accruing from the previous payment date at the Taxable Rate, as provided in the Notes.

Section 6.10 **Financial Statements.** The Company agrees to furnish, or cause the School to furnish, to the Lender (and to the Issuer, upon request), the following financial reports prepared in accordance with GAAP:

(a) Commencing for the Fiscal Year ending June 30, 2024, within 180 days after the close of each Fiscal Year of the Company and the School, a copy of the audited financial statements of the Company and the School for the preceding Fiscal Year, including balance sheets and operating statements, setting forth in each case in comparative form corresponding figures from the previous annual audit, certified without qualification by an Independent Accountant, which shall comply with all applicable requirements of State law and shall include, without limitation, related statements.

(b) Commencing for the quarter ending March 31, 2024, within 30 days after the close of each fiscal quarter of the Company and the School, a copy of the internally prepared financial statements of the Company and the School for the preceding fiscal quarter and Fiscal Year to date, including balance sheets and operating statements, certified by the chief financial officer of each the Company and the School.

(c) Other financial information reasonably requested by the Lender from time to time.

Section 6.11 **Additional Indebtedness.** The Company shall not incur any indebtedness for borrowed money (excluding indebtedness in favor of Lender and excluding trade payables, and capital leases in the ordinary course of business and in a collective amount not to exceed \$100,000 without the prior written consent of the Lender.

Section 6.12 **Covenants of the School.** The Company shall cause the School to perform its agreements and covenants in the Pledge Agreement and the Lease for the Term of Agreement.

Section 6.13 **Fiscal Year.** The Company shall not change the last day of its fiscal year to a date other than June 30 without the prior written consent of Lender.

Section 6.14 **Continuing Existence and Qualification.** Throughout the Term of Agreement, the Company will remain duly qualified to do business as a nonprofit corporation in the State, and will continue to operate as an Exempt Organization, and will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation or other business entity or permit any other corporation or other business entity to consolidate with or merge into it.

Section 6.15 **Reports to Governmental Agencies.** The Company will furnish to agencies of the State of Minnesota, such periodic reports or statements as are required under the Act, or as they may

otherwise reasonably require of the School or the Company throughout the Term of Agreement in connection with the transaction contemplated herein. Copies of such reports will be provided to the Issuer and the Lender.

Section 6.16 **Notification of Default and Changes from the Company.** The Company covenants and agrees that it will promptly notify the Lender of:

(a) the occurrence of any Event of Default under this Loan Agreement, or the other Loan Documents, or under any other Indebtedness, or any event of which the Company has knowledge and which, with the passage of time or giving of notice, or both, would constitute an Event of Default under this Loan Agreement or under such other agreements or obligations whether owing to the Lender or other mortgage lenders;

(b) any litigation which might affect the Company (or any of its properties) or the School, where the amount in dispute, singly or in the aggregate, exceeds \$50,000 and is not covered by insurance, and any proceedings materially affecting the Company (or its properties) or the School by or before any governmental or regulatory authority; and

(c) any Material Adverse Change in the operations, business, properties, assets or conditions, financial or otherwise, of the Company.

Section 6.17 **Access.** The Company grants to the Lender and to the Lender's agents access to the School Facility at any reasonable time during normal business hours in order to inspect the School Facility and the Company's other property.

Section 6.18 **Access to Books and Inspection.** The Company shall keep proper books of record and accounts with respect to the use and operation of the School Facility, and, subject to any privacy laws applicable to the Company, upon request of the Lender, provide any duly authorized representative of the Lender access during normal business hours to, and permit such representative to examine, copy or make extracts from, or audit any and all books, records and documents relating to the School Facility, the Company's affairs and to inspect any of its facilities and properties.

Section 6.19 **Financial Covenants.** The Company covenants and agrees that while this Loan Agreement is in effect, the Company shall, and, where applicable, shall cause the School to maintain the following financial ratios and covenants:

(a) *Minimum Coverage.* Commencing with the Fiscal Year ending June 30, 2024 and each Fiscal Year thereafter, as measured on the last day of each Fiscal Year, the School will also comply with either of the following covenants: (i) maintain Net Income Available for Debt Service in each Fiscal Year that will be at least 100% of the Principal and Interest Requirements on Long-Term Indebtedness during such Fiscal Year if the unrestricted Cash on Hand in its operating fund is at least 90 Days Cash on Hand; or (b) maintain Net Income Available for Debt Service in each Fiscal Year that will be at least 110% of the Principal and Interest Requirements on Long-Term Indebtedness during such Fiscal Year if the unrestricted Cash on Hand in its operation fund is less than 90 Days Cash on Hand.

(b) *Days Cash on Hand.* As of June 30 of each year during the Term of Agreement, commencing June 30, 2024, the School shall maintain unrestricted Days Cash on Hand such that on each testing date (each June 30) the amount shall be equal to or greater than 60 Days Cash on Hand for the Fiscal Year.

The failure to satisfy these covenants will be an Event of Default under this Loan Agreement and the other Loan Documents.

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ARTICLE VII

ASSIGNMENT, TRANSFER, LEASING, AND INDEMNIFICATION

Section 7.1 **Assignment, Transfer and Leasing.** The Company's rights and obligations under this Loan Agreement may not be assigned without the prior written consent of the Issuer and the Lender. Except as permitted in the Assignment of Lease, neither the Improvements nor the Project Site may be leased, as a whole or in part, by the Company without the prior written consent of the Issuer and the Lender.

The Company shall not sell, convey or otherwise transfer, lease or license the Improvements or Project Site in whole or part, without the prior written consent of the Issuer and the Lender; provided that, in no event shall such sale, conveyance, lease, license or transfer be permitted if the effect thereof would otherwise be to impair the validity or the tax exempt status of the Notes, nor shall any such transaction release the Company of any of its obligations under this Loan Agreement and the other Loan Documents, unless Improvements and Project Site are conveyed in whole and such conveyance and release have been approved in writing by the Lender. The Company shall prepay its Obligations upon any sale or transfer of all or substantially all of the Improvements and/or Project Site without the consent of the Lender.

Section 7.2 **Release and Indemnification Covenants.**

(a) The Company shall and hereby agrees, at its expense, to pay, and to indemnify and save the Issuer, the Lender and their respective directors, officers, officials, employees and agents harmless against and from any and all claims, damages, demands, expenses, liabilities and taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character and nature whatsoever including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any Person or Governmental Authority arising out of, resulting from, or in any way connected with (i) the Improvements or the Project Site or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Improvements, or any planning, design, acquisition or construction of the Improvements or the Project Site, or any part thereof, and (ii) any untrue statement or alleged untrue statement of any material fact or the omission or alleged omission to state a material fact necessary to make the statements made not misleading in any statement, information or material, including but not limited to any financial information, furnished by the Company to the Issuer or the Lender. The Company also covenants and agrees at its expense to pay and to indemnify and save the Issuer, the Lender and their directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Issuer, the Lender or any of their directors, officers, employees or agents by reason of any such claim or demand, the Company, upon notice from the Issuer or the Lender, covenants to resist and defend such action or proceeding on behalf of the Issuer, the Lender or any of their respective directors, officers, employees or agents. Notwithstanding the foregoing, neither the Issuer, the Lender, nor any of their directors, officers, officials, employees and agents shall be indemnified against costs, counsel fees or expenses or liability for damage arising out of bodily injury to persons or damage to property or any other claims or acts caused by its own willful misconduct.

(b) It is the intention of the parties hereto that the Issuer, its members, officials and employees, shall not incur any pecuniary liability by reason of the terms of this Loan Agreement or the undertakings required of the Issuer hereunder, by reason of the issuance of the Notes, by reason of the execution of the Assignment of Loan Agreement or this Loan Agreement or by reason

of the performance of any act requested of the Issuer by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the Issuer, its members, officials or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold the Issuer, its members, officials or employees harmless against all claims by or on behalf of any Person, firm or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, except from claims arising from the willful, or malicious acts of the Issuer, its officials or employees, and upon notice from the Issuer, the Company shall defend the Issuer, its officials or employees in any such action or proceeding.

(c) The Company's covenants in this Section 7.2 shall survive the payment of the Notes, the satisfaction, foreclosure or release of the Mortgage, and the termination of this Loan Agreement.

Section 7.3 **Maintenance of Security Interest.**

(a) The Company will, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Mortgage, the Pledge Agreement, and Assignment of Lease, and agrees to meet all its obligations under such documents, so long as any amount is due hereunder or under the Notes is unpaid or Lender has any obligation to make any Advance hereunder. The Company will direct Bond Counsel, the Lender, or Title to cause to be recorded and filed the Mortgage, Assignment of Lease, financing statements, and such other documents requested by Bond Counsel or the Lender, in such places and in such manner as Bond Counsel or the Lender deems necessary or desirable to perfect or protect the Mortgage and the security interest of the Lender in and to the Improvements, the Project Site, the Mortgaged Property, and other collateral referred to in said documents.

(b) The Company covenants that, except for the Mortgage, the Assignment of Lease and Permitted Encumbrances, it will not mortgage, grant a deed of trust, Lien upon, pledge, grant a security interest in, or make an assignment of any of its revenues or property, including without limitation its accounts, contract rights, general intangibles or the proceeds of any thereof, or any of the Mortgaged Property or the proceeds thereof. The Company's failure to comply with this covenant will be an Event of Default under this Loan Agreement and all other Loan Documents.

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ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1 **Events of Default Defined.** The following shall be “Events of Default” under this Loan Agreement and the term “Event of Default” shall mean, whenever used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Company to make (a) any payment of principal, interest, prepayment premium, late fees, or Default Interest required under the Notes in full at the time specified therein, and said failure in payment shall continue for 10 days after the date due; or (b) any other payment due under this Loan Agreement, the Notes or the other Loan Documents on or before the date that the payment is due and such default continues for 5 days following notice to Company.

(b) Except as elsewhere addressed in this Article VIII, and as to Section 6.19 hereof, in the Pledge Agreement, failure by the Company or the School to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement or the other Loan Documents for a period of 10 days after written notice specifying such Default shall have been given to the Company by the Issuer or the Lender; provided, however, if the Default does not consist of the non-payment of money and cannot reasonably be cured within the applicable period the Lender may in its sole and absolute discretion, but is not obligated to, agree to an extension for such longer period as may be reasonably necessary to remedy such Default so long as the Company is diligently proceeding to remedy the same, and provided that such longer period does not place the Improvements or the Project Site at material risk, as determined in Lender’s sole discretion.

(c) Any representation or warranty made by the Company herein, or by an officer or representative of the Company in any document or certificate furnished the Lender or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made.

(d) The (i) dissolution or liquidation of the Company or the voluntary initiation by the Company of any proceeding under any federal or State law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Company of any such proceeding which shall remain undismissed for 60 days, or (ii) failure by the Company to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operations at the Improvements, or (iii) assignment by the Company for the benefit of creditors, or (iv) entry by the Company into an agreement of composition with creditors, or (v) failure generally by the Company to pay its debts as they become due, or (vi) a receiver, trustee or liquidator of the Company of all or substantially all of the assets of the Company shall be appointed in any proceeding brought against the Company and shall not be discharged within 60 days after such appointment or if the Company shall consent to or acquiesce in such appointment.

(e) An Event of Default occurs under any provision hereof or in any Loan Document which is specified as being an “Event of Default”, or any event of default occurs and continues beyond any applicable cure period under any of the Loan Documents or the Lease, including without limitation the failure by the School to pay amounts due thereunder or to maintain its charter, or the Lease is terminated for any reason.

(f) Any final judgments, or writs or warrants of attachment or of any similar processes in an aggregate amount in excess of \$50,000 is entered or filed against the Company or against any of its property remains unvacated, unpaid, unbonded, uninsured or unstayed for a period of 30 days.

(g) The occurrence and continuation of any event of default under any other Indebtedness of the Company or any agreement in connection with or securing such Indebtedness if as a result of such event of default the holder of such Indebtedness would have the right to declare the principal thereof to be immediately due and payable.

(h) At the time any Advance is requested by the Company, the title to the Mortgaged Property is not reasonably satisfactory to the Lender, regardless of whether the Lien, encumbrance or other question existed at the time of any prior Advance, and the title is not made satisfactory within thirty (30) days following written notice thereof to the Company.

(i) The Company at any time prior to the completion of the Series 2023 Improvements, shall (i) abandon the same, or (ii) delay construction or suffer construction to be delayed for any period of time, for any reason whatsoever, so that the completion of the Series 2023 Project cannot be accomplished, in the reasonable judgment of the Lender, by the Completion Date, unless such delay is caused by future acts of God, fire, storm, strikes, weather, black-outs, labor difficulties, riots, governmental restrictions, pandemics, or any similar cause over which the Company is unable to exercise control.

(j) The Lender shall have given notice to the Company pursuant to Section 2.05 hereof to deposit additional funds with the Lender or the Disbursing Agent and the Company shall have failed to do so within ten (10) calendar days

(k) The Company fails to complete the Series 2023 Improvements by the Completion Date.

(l) The Improvements are materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the Lender, is not adequately covered by insurance actually collected or in the process of collection.

(m) A Material Adverse Change occurs.

Section 8.2 Remedies on Default; Disposition of Funds. Whenever any Event of Default referred to in Section 8.1 hereof shall have happened and be continuing, the Lender (at no expense to the Issuer) or the Issuer (with the consent of the Lender) may take one or any combination of the following remedial steps:

(a) Suspend or terminate its obligations to make additional Advances of the Loan;

(b) By written notice to the Company, declare an amount equal to (i) all installments of the Loan (being an amount equal to that necessary to pay in full the outstanding principal balance plus accrued interest thereon and any premium of the Notes assuming acceleration of the Notes under the terms thereof and to pay all other amounts due thereunder), and (ii) any other amounts then due and payable hereunder, to be immediately due and payable as liquidated damages under this Loan Agreement and not as a penalty, whereupon all amounts in this Section 8.2(a)(i) and (ii) shall become immediately due and payable; provided, however, no written notice needs to be given by the Lender for any Event of Default under Sections 8.1 (d) of this Loan Agreement in which case

all accrued unpaid interest on the Notes, together with all other sums payable hereunder and thereunder, shall be immediately due and payable without any notice or demand of the Lender;

(c) If Construction Completion has not occurred, the Lender may enter upon the Project Site and take possession thereof, together with the Improvements then in the course of construction, and proceed either in its own name or in the name of the Company, as the attorney-in-fact of the Company (which authority is coupled with an interest and is irrevocable by the Company) to complete or cause to be completed the Series 2023 Improvements, at the cost and expense of the Company. If the Lender elects to complete or cause to be completed the Series 2023 Improvements, it may do so according to the Approved Plans or according to such changes, alterations or modifications in and to the Approved Plans as the Lender may reasonably deem to be appropriate; and the Lender may enforce or cancel all contracts let by the Company relating to the Series 2023 Improvements, and/or let other contracts which in the Lender's good faith judgment may seem advisable; and the Company shall forthwith turn over and duly assign to the Lender, as the Lender may from time to time require, all contracts not already assigned to the Lender relating to the Series 2023 Improvements, blueprints, shop drawings, bonds, Permits, Approvals, bills and statements of accounts pertaining to the Series 2023 Improvements, whether paid or not, and any other instruments or records in the possession of the Company pertaining to the Series 2023 Improvements. The Company shall be liable under this Loan Agreement to pay to the Lender, on demand, any amount or amounts expended by the Lender in so completing the Series 2023 Improvements, together with any costs, charges, or expenses incident thereto or resulting therefrom, all of which shall be secured by the Loan Documents. In the event that a proceeding is instituted against the Company for recovery and reimbursement of any monies expended by the Lender in connection with the completion of the Series 2023 Improvements, a statement of such expenditures, verified by the affidavit of an officer of the Lender, shall be prima facie evidence of the amounts so expended and of the propriety of and necessity for such expenditures; and the burden of proving to the contrary shall be upon the Company. The Lender shall have the right to apply any funds which it agrees to Advance hereunder and any funds which the Company has then on deposit with the Lender or Title to bring about the completion of the Series 2023 Improvements and to pay the costs thereof; and if such monies so agreed to be advanced and funds of Series 2023 Improvements then on deposit with the Lender or Title are insufficient, in the sole judgment of the Lender, to complete the Series 2023 Improvements, the Company agrees to promptly deliver and pay to the Lender such sum or sums of money as the Lender may from time to time demand for the purpose of completing the Series 2023 Improvements or of paying any liability, charge or expense which may have been incurred or assumed by the Lender under or in performance of this Loan Agreement, or for the purpose of completing the Series 2023 Improvements. It is expressly understood and agreed that in no event shall the Lender be obligated or liable in any way to complete the Series 2023 Improvements or to pay for the costs of construction thereof beyond the amount of the Loan proceeds allocated for payments of the Cost of Completion.

(d) Have reasonable access to and inspect, examine, and make copies of the relevant books and records and any and all relevant accounts, data and income tax and other tax returns of the Company during regular business hours of the Company if reasonably necessary in the opinion of the Issuer or the Lender; or

(e) Take whatever action at law or in equity may appear necessary or desirable, including, without limitation, foreclosure, to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Loan Agreement and the other Loan Documents, and also including, subject to the limitations set forth herein and therein.

(f) In addition to the remedies set forth in this Loan Agreement, upon the occurrence of any Event of Default and thereafter while the same be continuing, the Company hereby irrevocably authorizes the Lender to set off all sums owing by the Company to the Lender against all deposits and credits of the Company with, and any and all claims of the Company against, the Lender.

Any amounts collected pursuant to action taken under this Section (except Section 8.2(a)(ii), which shall be applied in Lender's sole discretion) shall be applied in accordance with the application of proceeds set forth in the Notes, subject to modification pursuant to Sections 2.5 and 5.6 of the Mortgage, if applicable.

Section 8.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender or the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer and the Lender to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should Default under any of the provisions of this Loan Agreement and the Issuer or the Lender should employ attorneys or incur other expenses for the collection of payments required hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Issuer or the Lender, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred by the Issuer or the Lender.

Section 8.5 No Additional Waiver Implied by One Waiver; Delay or Omission Not a Waiver. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No delay or omission of the Issuer or the Lender to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Loan Agreement to the Issuer may be exercised from time to time and as often as may be deemed expedient by the Issuer or the Lender.

(The remainder of this page is intentionally left blank.)

ARTICLE IX

PREPAYMENT OF NOTE

Section 9.1 **Option to Prepay Notes and Terminate at Any Time.** The Company shall have, and is hereby granted, the option to prepay each of the Notes in whole or in part, in accordance with the prepayment provisions in Section 9 of each of the Notes, subject to the payment of any premium required thereunder.

(The remainder of this page is intentionally left blank.)

ARTICLE X

MISCELLANEOUS

Section 10.1 **Term of Agreement.** This Loan Agreement shall remain in full force and effect from the date hereof to and including such time as all of the Notes and the fees and expenses of the Issuer and the Lender shall have been fully paid or provision made for such payments on terms acceptable to the Lender in its sole and absolute discretion, whichever is later; provided that this Loan Agreement may be terminated prior to such date if the Company shall exercise its option under Section 9.1 hereof to prepay the amounts payable hereunder and under the Notes pursuant to this Loan Agreement and the Notes.

Section 10.2 **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, unless otherwise indicated in this Loan Agreement, postage prepaid, or by confirmed telecopy, addressed as follows:

If to the Issuer:	City of Maplewood 1830 County Road B E Maplewood, MN 55109 Attn: Melinda Coleman, City Manager
If to the Lender:	Northeast Bank 77 Broadway Street NE Minneapolis, MN 55413 Attention: Mark A. Ethen, Chief Credit Officer
With a copy to:	Barna, Guzy & Steffen 200 Coon Rapids, Boulevard, Suite 400 Coon Rapids, MN 55433 Attn: Joseph J. Deuhs, Jr.
If to the Company:	Achieve Language Academy Building Company 2169 Stillwater Avenue Saint Paul, MN 55116 Attn: President
With a copy to:	Best & Flanagan LLP 60 South Sixth Street, Suite 2700 Minneapolis, MN 55402 Attn: Craig Kepler
If to the School:	Achieve Language Academy 2169 Stillwater Avenue West Saint Paul, MN 55119 Attn: Dr. Curtis Windham, Executive Director
With a copy to:	Best & Flanagan LLP 60 South Sixth Street, Suite 2700 Minneapolis, MN 55402 Attn: Craig Kepler

A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Company shall also be given to the Lender. Any above-named Person may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.3 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company, the Lender and their respective successors and assigns, except that the Company may not transfer or assign its rights hereunder without the prior written consent of Lender.

Section 10.4 Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.5 Special, Limited Obligation. The Notes issued by the Issuer shall not be deemed to constitute a debt, liability, or obligation of the Issuer or of the State or any political subdivision thereof within the meaning of any constitutional or statutory limitation, and the Notes shall be payable solely from revenues derived from the sale, operation, or leasing of the School Facility and payments received pursuant to the Loan Agreement and the Pledge Agreement, and in the event of default, the Mortgage, pursuant to its terms (except to the extent paid out of money attributable to the proceeds derived from the sale of the Notes or to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards) and the amounts payable under the Loan Agreement and the Pledge Agreement, which amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Notes and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Notes, except as may be otherwise expressly authorized in this Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State, or any other political subdivision or agency thereof is pledged to the payment of the principal of, premium, if any, or interest on the Notes.

Section 10.6 Limitation of Issuer's Liability. It is understood and agreed by the Company and the Lender that no covenant of the Issuer herein shall give rise to a pecuniary liability of the Issuer or a charge against its general credit, or taxing powers. It is further understood and agreed by the Company and the Lender that the Issuer shall incur no pecuniary liability hereunder, and shall not be liable for any expenses related hereto, including administrative expenses and reasonable fees and disbursements of the Issuer's attorney, Bond Counsel and fiscal consultant retained in connection therewith, all of which expenses the Company agrees to pay.

Section 10.7 Issuer's Attorneys' Fees and Costs. If, notwithstanding the provisions of Sections 10.5 and 10.6 hereof, the Issuer incurs any expense, or suffers any losses, claims or damages, or incurs any liabilities in connection with the transaction contemplated by this Loan Agreement, the Company will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any reasonable legal or other expenses incurred by the Issuer in relation thereto. The Company shall also reimburse the Issuer for all other costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by the Issuer in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of this Loan Agreement, the Notes, the Assignment of Loan Agreement and the documents and instruments related hereto or thereto; (ii) any amendments or modifications hereto or to the Notes, the Assignment of Loan Agreement and any document, instrument or agreement related hereto or thereto, and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; and (iii) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the Notes, the Assignment of Loan Agreement or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

Section 10.8 **Release.** The Company hereby acknowledges and agrees that the Issuer shall not be liable to the Company, and hereby releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the Company as a result of or relating to any action, or failure or refusal to act, on the part of the Lender with respect to this Loan Agreement or the documents and transactions related hereto or contemplated hereby, including, without limitation, the exercise by the Lender of any of its rights or remedies pursuant to Article VIII hereof, the Notes, the Assignment of Loan Agreement, the Mortgage, or any collateral security documents. The Company's release of the Issuer pursuant to the preceding sentence does not extend to the Lender following the assignment of the Issuer's rights to the Lender pursuant to the Assignment of Loan Agreement.

Section 10.9 **Assignment by Issuer and Survivorship of Obligations.** The Issuer may assign its rights under this Loan Agreement and any related documents to the Lender to secure payment of the principal of and interest and premium, if any, on the Notes, conditioned upon the Lender's assumption of the Issuer's and Lender's obligations to the Company hereunder, but any such assignment shall not operate to limit or otherwise affect the provisions of Sections 4.2(b), 4.3, 4.8, 6.2, 6.8, 6.15, 7.2, 8.4, 10.5, 10.6, 10.7, 10.8 and 10.9 hereof to the extent that they run to the Issuer from the Company to which extent they shall survive any such assignment. Upon any such assignment, the provisions immediately above running to the Issuer from the Company for the Issuer's benefit shall run jointly and severally to the Issuer and the Lender (if appropriate), provided that the Issuer shall have the right to enforce any retained rights without the approval of the Lender but only if the Lender is not enforcing such rights in a manner to protect the Issuer or is otherwise taking action with respect thereto that brings adverse consequences to the Issuer. The obligations of the Company running to the Issuer for the purpose of preserving the tax-exempt status of the Notes or otherwise for the Issuer's benefit under the foregoing sections shall survive repayment of the Notes and interest thereon.

Section 10.10 **Amendments, Changes and Modifications.** This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Lender.

Section 10.11 **Execution in Counterparts.** This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.12 **Applicable Law.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State, without giving effect to the law of conflicts thereof.

Section 10.13 **Captions.** The captions and headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

Section 10.14 **Incorporation of Loan Documents.** Each Loan Document is incorporated herein and made a part hereof with the same effect as if it were set forth in full herein.

Section 10.15 **Interpretation.** As used in this Agreement, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Loan Agreement shall refer to this Loan Agreement as a whole and not to any particular provision of this Loan Agreement. References to Sections, Exhibits, Schedules and the like are references to Sections, Exhibits, Schedules of this Agreement unless otherwise expressly provided. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All incorporations by reference of covenants, terms, definitions or other provisions from other agreements are incorporated into this Loan Agreement as if such

provisions were fully set forth herein, and include all necessary definitions and related provisions from such other agreements. All covenants, terms, definitions and other provisions from other agreements incorporated into this Loan Agreement by reference shall survive any termination of such other agreements until the Loan is irrevocably paid in full and all commitments hereunder to make Advances are terminated. The term “shall” will have the same meaning as the term “will” and is intended to be mandatory and not permissive. Any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law shall, unless otherwise specified, refer to such law as amended, modified or supplemented from time to time and any successor law. References to any document, instrument or agreement, including the Loan Documents, (i) shall include all exhibits, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof, to the extent permitted hereby and (iii) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, supplemented, restated or otherwise modified from time to time to the extent not otherwise stated herein or prohibited hereby and in effect at any given time.

Section 10.16 WAIVER OF JURY TRIAL. THE ISSUER, THE COMPANY AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LOAN AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer and the Company have caused this Loan Agreement to be duly executed as of the date and year first written above.

CITY OF MAPLEWOOD, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

Execution page of the Company to the Loan Agreement, dated as of the date and year first written above.

**ACHIEVE LANGUAGE ACADEMY BUILDING
COMPANY**

By _____
Its _____

EXHIBIT A

LEGAL DESCRIPTION

The real property situated in the City of Saint Paul, County of Ramsey, State of Minnesota, described as follows:

Lot 2, Block 1, Saint Thomas the Apostle Addition, Ramsey County, Minnesota

ASSIGNMENT OF LOAN AGREEMENT

between

**CITY OF MAPLEWOOD, MINNESOTA,
as Issuer**

**ACHIEVE LANGUAGE ACADEMY BUILDING COMPANY,
as Company**

and

**NORTHEAST BANK,
as Lender**

Dated December [28], 2023

Relating to:

**\$[7,245,000]
 City of Maplewood, Minnesota
Charter School Lease Revenue and Refunding Note
 (Achieve Language Academy Project)
 Series 2023-1**

**\$[2,440,000]
 City of Maplewood, Minnesota
Charter School Lease Revenue Refunding Note
 (Achieve Language Academy Project)
 Series 2023-2**

This instrument was drafted by:
Kennedy & Graven, Chartered (SEL)
150 South 5th Street, Suite 700
Minneapolis, Minnesota 55402

ASSIGNMENT OF LOAN AGREEMENT

THIS ASSIGNMENT OF LOAN AGREEMENT, dated December [28], 2023 (the “Assignment of Loan Agreement”), is between the CITY OF MAPLEWOOD, MINNESOTA, a statutory city and political subdivision of the State of Minnesota (the “Issuer”), ACHIEVE LANGUAGE ACADEMY BUILDING COMPANY, a Minnesota nonprofit corporation (the “Company”), and NORTHEAST BANK, a Minnesota state banking corporation, its successors and assigns (the “Lender”).

Recitals

WHEREAS, the Issuer and the Company have entered into a Loan Agreement, dated December [28], 2023 (the “Loan Agreement”), pursuant to which the Issuer will lend to the Company the proceeds of the Issuer’s Charter School Lease Revenue and Refunding Note (Achieve Language Academy Project), Series 2023-1, in the original aggregate principal amount of \$[7,245,000] (the “Series 2023-1 Note”), and its Charter School Lease Revenue Refunding Note (Achieve Language Academy Project), Series 2023-2, in the original aggregate principal amount of \$[2,440,000] (the “Series 2023-2 Note” and, together with the Series 2023-1 Note, the “Notes”) and

WHEREAS, the Company will apply the proceeds of the Notes for the purposes of (i) refunding the Prior Obligations (as defined in the Loan Agreement); (ii) financing the renovation of, and a 12,000 square-foot addition to, the schoolhouse building and related facilities located at 2169 Stillwater Avenue in the City of Saint Paul, Minnesota (the “School Facility”); (iii) funding a debt service reserve fund, if necessary; (iv) paying a portion of the interest on the Notes, if necessary; and (v) paying the costs of issuing the Notes (collectively, the “Project”); and

WHEREAS, the School Facility is owned by the Company and is leased to Achieve Language Academy, a Minnesota nonprofit corporation and public (charter) school (the “School”), for the operation of a school, pursuant to an Amended and Restated Lease Agreement, dated [as of] December [], 2023 (the “Lease”); and

WHEREAS, the Notes are payable from and secured by the loan repayments to be made by the Company under the Loan Agreement; and the Lender, as a condition to the purchase of the Notes, has required the execution of this Assignment of Loan Agreement.

NOW THEREFORE, as an inducement to the Lender to purchase the Notes, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In order to secure the due and punctual payment of the Notes and all other sums due the Lender under the Loan Agreement, the Issuer does hereby pledge and assign to the Lender all of the Issuer’s right, title, and interest in and to the Loan Agreement, except for certain reimbursement and indemnification rights of the Issuer under Sections 4.2(b), 4.3, 4.8, 6.2, 6.8, 6.15, 7.2, 8.4, 10.5, 10.6, 10.7, 10.8 and 10.9 of the Loan Agreement.

2. The Issuer hereby represents and warrants to the Lender that the Issuer’s right, title, and interest in the Loan Agreement is free and clear of any lien, security interest or other encumbrance other than that arising under this Assignment of Loan Agreement.

3. The Issuer hereby authorizes the Lender to exercise, whether or not a default exists under the Notes or an Event of Default has occurred under the Loan Agreement, either in the Issuer’s name or the

Lender's name, any and all rights or remedies available to the Issuer under the Loan Agreement, subject to the reserved rights of the Issuer set forth in the Loan Agreement and described herein. The Issuer agrees, at the request of the Lender, to execute and deliver to the Lender such other documents or instruments as shall be deemed necessary or appropriate by the Lender at any time to confirm or perfect the security interest hereby granted or as necessary or desirable for Lender's exercise of all rights or remedies available to the Issuer under the Loan Agreement, subject to the reserved rights of the Issuer set forth in the Loan Agreement and described herein. The Issuer hereby appoints the Lender its attorney-in-fact to execute and file/record on behalf of the Issuer, and in its name, any and all such assignments, financing statements or other documents or instruments which the Lender may deem necessary or appropriate to perfect, protect or enforce the security interest hereby granted and to enforce all rights or remedies available to the Issuer under the Loan Agreement, subject to the reserved rights of the Issuer set forth in the Loan Agreement and described herein.

4. The Issuer will not:

(a) exercise or attempt to exercise any remedies under the Loan Agreement, except under Sections 4.2(b), 4.3, 4.8, 6.2, 6.8, 6.15, 7.2, 8.4, 10.5, 10.6, 10.7, 10.8 and 10.9 of the Loan Agreement, or terminate, modify or accept a surrender of the same, or by affirmative act, consent to the creation or existence of any security interest or other lien in the Loan Agreement to secure payment of any other indebtedness; or

(b) receive or collect or permit the receipt or collection of any payments, receipts, rentals, profits or other moneys under the Loan Agreement (except under Sections 4.2(b), 4.8, 6.8, 7.2, 8.4, 10.5, 10.6, 10.7, 10.8 and 10.9) or assign, transfer or hypothecate (other than to the Lender hereunder) any of the same then due or to accrue in the future.

5. The Issuer expressly covenants and agrees that the Lender shall be entitled to receive all payments under the Loan Agreement (except any payments due the Issuer under Sections 4.2(b), 4.8, 6.8, 7.2, 8.4, 10.5, 10.6, 10.7, 10.8 and 10.9), and hereby authorizes and directs the Company to make such payments directly to the Lender. The Lender covenants and agrees that all payments received by the Lender pursuant to the Loan Agreement shall be applied as provided in the Loan Agreement.

6. The Lender agrees to advance the purchase price of the Notes directly to the Company as provided in the Notes and the Loan Agreement, and in accordance with Section 10.9 of the Loan Agreement, the Lender hereby assumes the Issuer's and Lender's obligations thereunder.

7. If an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Lender may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, in addition to any other remedy at law or in equity or specified in the Loan Agreement, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The Lender may, without prior notice of any kind, declare the principal of and interest accrued and any Prepayment Premium (as defined in the Loan Agreement) payable under the Notes immediately due and payable.

(b) The Lender may exercise any rights and remedies and options of a secured party under the Uniform Commercial Code as adopted in the State of Minnesota and any and all rights available to it under the Loan Agreement, the Mortgage, the Assignment of Lease, the Pledge and

Security Agreement, and any other agreement securing payment of the Notes and the Loan Repayments.

8. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Assignment of Loan Agreement contained by or on behalf of the Issuer or the Lender shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not; provided however, nothing contained herein shall be construed to permit that the Company to transfer or assign its rights under the Loan Agreement and the other Loan Documents without the prior written consent of Lender.

9. The unenforceability or invalidity of any provision or provisions of this Assignment of Loan Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

10. This Assignment of Loan Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Minnesota. This Assignment of Loan Agreement may not be amended or modified except in writing signed by the Issuer and the Lender.

11. This Assignment of Loan Agreement may be executed, acknowledged and delivered in any number of counterparts and each of such counterparts shall constitute an original but all of which together shall constitute one agreement.

12. The terms used in this Assignment of Loan Agreement which are defined in the Loan Agreement shall have the meanings specified therein, unless the context of this Issuer Assignment of Loan Agreement otherwise requires, or unless such terms are otherwise defined herein.

13. No obligation of the Issuer hereunder shall constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but shall be payable solely out of the proceeds and the revenues derived under the Loan Agreement.

14. WAIVER OF JURY TRIAL. THE ISSUER, THE COMPANY AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT OF LOAN AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer, the Company, and the Lender have caused this Assignment of Loan Agreement to be duly executed as of the date and year first written above.

CITY OF MAPLEWOOD, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

Execution page of the Company to the Assignment of Loan Agreement, dated the date and year first written above.

**ACHIEVE LANGUAGE ACADEMY BUILDING
COMPANY**

By _____

Its _____

Execution page of the Lender to the Assignment of Loan Agreement, dated the date and year first written above.

NORTHEAST BANK

By _____

Its _____

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 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: On-Sale Intoxicating Liquor and Sunday Sales License for Kitchen Zone by Unison LLC., dba Kitchen Zone by Unison, 1829 North Saint Paul Road East

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

In accordance with City Code Chapter 6 (Alcoholic Beverages), an application was submitted by Yee Fang for an On-Sale Intoxicating Liquor and Sunday Sales License to be used at Kitchen Zone by Unison LLC., dba Kitchen Zone by Unison, located at 1829 North Saint Paul Road East.

Recommended Action:

Motion to approve the On-Sale Intoxicating Liquor and Sunday Sales License for Kitchen Zone by Unison LLC., dba Kitchen Zone by Unison, 1829 North Saint Paul Road East.

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 an On-Sale Intoxicating Liquor and Sunday Sales licenses, per City Code Sec. 6-165 and Sec. 6-163, respectively.

Background:

For the purposes of the license application, a background investigation was conducted on owner/manager Yee Fang. Lieutenant Steiner will be meeting with the Mr. Fang to discuss the measures to eliminate the sale of alcohol to underage persons, general security and the city ordinances pertaining to the service of alcohol.

Attachments:

None

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

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

PRESENTER: Michael Martin, AICP, Assistant Community Development Director

AGENDA ITEM: Saint Paul Educational Foundation Communications Monopole, 1210 Sterling Street South
 a. Conditional Use Permit and Variances Resolution
 b. Design Review Resolution

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Dale Romsos, VMC LLC, proposes installing a 195-foot communications monopole to house equipment that currently resides on a ski jump owned and operated by the Saint Paul Educational Foundation. The proposal includes moving the equipment off the ski jump and onto a new tower, to be located on the ski jump property at 1210 Sterling Street South. To move forward, the applicant needs city council approval for a conditional use permit, height and setback variances and design review.

Recommended Action:

- a. Motion to approve a conditional use permit and variances resolution for a 195-foot communications monopole with a height variance of 70 feet and a setback variance of 45 to be constructed at 1210 Sterling Street South.
- b. Motion to approve a design review resolution for a 195-foot communications monopole to be constructed at 1210 Sterling Street South.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$0

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

Strategic Plan Relevance:

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

The city deemed the applicant's application complete on October 18, 2023. The initial 60-day review deadline for a decision is December 17, 2023. As stated in Minnesota State Statute 15.99, the city is allowed to take an additional 60 days, if necessary, to complete the review.

Background:

The Saint Paul Educational Foundation is the nonprofit foundation that owns and manages the ski jump. In 1997, two wireless cellular carriers approached the Saint Paul Educational Foundation about installing cellular antennae on their ski jump. The existing ski jump is 100 feet in height. In 2015, a third wireless carrier was located on the ski jump. As carriers made upgrades over the years to their facilities, the property owner restricted additional upgrades to reevaluate the use of the ski jump as a communications tower. The property owner conducted a design and structural analysis it was determined that the ski jump tower could not hold the equipment needed for additional upgrades without structural modifications. This has led to the Saint Paul Educational Foundation proposing the installation of a new 195-foot communications monopole.

Conditional Use Permit

Section 44-1327 of the city's zoning code requires a conditional use permit (CUP) for a communication tower in a residential zoning district. The site at 1210 Sterling Street South is zoned Farm Residential. The code also states that communication towers can only be located in the following residentially zoned locations or properties:

- a. Churches or places of worship.
- b. Parks, when the city determines the facility would be compatible with the nature of the park.
- c. City-owned property, government, school, utility and institutional sites or facilities.

This site would be considered an institutional use site and, as mentioned, currently has wireless communication equipment on-site. A CUP was not required previously for this site as the equipment is located on the ski jump, which is permitted by the code.

In reviewing an application for a conditional use permit for the construction of commercial antennas, towers, and accessory structures, the city council shall consider the following:

1. Standards in this Code.
2. Recommendations of the planning commission and community design review board.
3. Effect of the proposed use upon the health, safety, convenience and general welfare of residents of surrounding areas.
4. Effect on property values.
5. Effect of the proposed use on the comprehensive plan.

As the site already contains equipment for three wireless carriers who previously submitted coverage/interference analysis and capacity analysis to the city, the applicant was not required to supply this information with this application. Towers in residential zoning districts designed and built for collocation are allowed to be 125 feet in height. The applicant is requesting approval for a 195-foot communications monopole, requiring a variance, which is discussed later in this report.

If the tower is located next to a residential property line or next to a property that the city is planning for residential use, the tower must be located at least the height of the tower plus 25 feet from the nearest residential structure. The proposed tower would be located 175 feet from the nearest residential structure, thus requiring a setback variance, which is discussed later in this report. The owner of the home to the south has written to the city to support the project.

The applicant has stated that the proposed monopole will be designed with a 50 percent breakaway fall zone, allowing a fall zone of half the monopole's height, approximately 97.5 feet. If this tower design is acceptable to the city council, staff recommends that a structural engineer be required to sign off on all design plans related to the tower.

Code states that all ground equipment and accessory structures are required to be located at least ten feet from side and rear property lines. The ground equipment for the wireless carriers already exists on-site and meets the setback requirements. No changes to the location of the ground equipment are proposed.

Variances

Height Variance

As mentioned in the CUP section, the application proposes a 195-foot communications monopole. The maximum height allowed for this parcel and zoning district would be 125 feet, thus requiring a 70-foot variance. For reference, the city's zoning code allows communications towers to be constructed up to 175 feet in zoning districts or locations other than residential. While the ski jump is a non-residential use and adjacent to a major freeway, the site is zoned farm residential and is surrounded on three sides by single-family homes.

Setback Variance

Again, as mentioned in the CUP section, the city's zoning code requires towers to be setback the height of the tower plus 25 feet. The nearest home to the proposed tower location is setback 175 feet. So, considering setback requirements alone, the maximum tower height could be 150 feet. The applicant proposes a 195-foot monopole communications tower requiring a 220-foot setback. Again, the nearest home is 175 feet, meaning a setback variance of 45 feet would be required.

As previously mentioned, the applicant has stated that the proposed monopole will be designed with a 50 percent breakaway fall zone, allowing a fall zone of half of the height of the monopole, approximately 97.5 feet. If this tower design is acceptable to the city council, staff recommends that a structural engineer be required to sign off on all design plans related to the tower.

Overview

To approve any variances, the city council must consider the practical difficulties with the property, preventing the applicant from complying with city code requirements. Staff does believe there are unique factors affecting the site. The elevation of the site is very steep north and east of the ski jump. The location of the ski jump provides a challenge in locating a new tower. With that said, staff has concerns with the height of the proposed tower and its location compared to the home to the south and is looking to the planning commission to provide its guidance on what it deems appropriate in this situation.

Additionally, the applicant requests a 195-foot communications monopole to provide room for four wireless providers – one more carrier than the site currently holds – at the 125', 140', 155', and 170' levels and for community emergency response equipment at the top. Currently, the applicant has no agreements with local agencies to use the top of the proposed tower.

Design Review

Site Plan

The proposed monopole tower would be located just south of the ski jump. The applicant desires to have the new tower within 40 feet of the existing ground equipment so that the entire site would not have to be reworked. The operations of the ski jump and the site's steep elevations also limit a tower's potential locations. The proposed tower site would be 233 feet from the property line to the west and 357 feet from the property line to the east. The tower would be setback 109 feet from the property line to the south and 175 feet to the house, as described above. The existing ground

equipment is to the southeast of the ski jump, is not proposed to move its location, and meets setback requirements.

Monopole Elevation and Landscaping/Screening

Sec. 44-1327(13) requires the community design review board to recommend the plans for towers, utility, equipment or accessory buildings, site plans, and proposed screening and landscaping. The proposed 195-foot communications monopole would have a flush-mounted installation instead of the projecting triangular antenna installation. Staff finds the flush pole an improvement over the standard tower design seen throughout the Twin Cities metro area. There would be platforms on the pole at each carrier elevation. Sec. 44-1328(3)9 requires that towers be light blue, gray, or another color shown to reduce visibility. The applicant would need to meet this requirement. Code also requires that all equipment be removed from the ski jump and prohibits the new tower from being lighted.

The existing ground equipment does have a chain link fence, but staff feels there is an opportunity to add additional landscaping screening around this equipment area. Environmental staff reviewed the plans and found that the proposed monopole is close to two 18" oak trees. The applicant should submit a tree plan showing the significant trees' size, species, and location within the disturbed area. The applicant should also be required to submit a landscape plan to show tree replacement, if necessary, and additional screening for the monopole and ground equipment.

Department Comments

Engineering – Jon Jarosch

A grading permit is required for this project.

Environmental – Shall Finwall

- Submit a tree plan showing the size, species, and location of all significant trees within the disturbed area. A significant tree is any hardwood tree 6 diameter inches or larger, conifer tree 8 diameter inches or larger, and softwood tree 12 diameter inches or larger. The plan must show which trees will be removed with the development of the monopole, or how the trees near the project will be preserved. If significant tree removal is proposed, the plan must show tree replacement per the City's tree ordinance.
- Submit a landscape plan to show tree replacement if necessary and how the monopole will be screened per the City's antenna and tower ordinance.

Building Official – Randy Johnson

The proposed building is required to meet the minimum requirements of the Minnesota State Building Code. Applicant must also submit a written report certified by a Minnesota licensed structural engineer detailing how the 50 percent breakaway is achieved without compromising the required design of the monopole.

Board and Commission Review

Community Design Review Board

November 21, 2023: The community design review board reviewed this project and recommended approval as presented.

Planning Commission

November 21, 2023: The planning commission reviewed this project, held a public hearing, and recommended approval as presented. No members of the public spoke during the public hearing, though staff did receive one letter after the meeting, which is included in the next section.

Citizen Comments

Staff sent public hearing notices to the 50 surrounding property owners within 500 feet of the proposed site and invited owners to provide their opinions about this proposal. Staff has received two responses.

1. *(Email sent to applicant and forwarded to city)* Thank you for the information on the proposed changes to your cell tower operation. Thank you also for taking the time to give us a tour and explaining the changes and variance requests in more detail. My wife and I have no problem with said changes to install a monopole. (Pat and Patty Lyons, 1230 Sterling St S)
2. I and my family own and live at 2470 Schadt Drive, Maplewood MN 55119. We received your letter 11/8/2023 on the project. I intended to come to the meeting last night to get more information, I did not yet have an opinion. I was unable to attend the meeting at the last minute due to a sick kid.

After watching the video, I decided, I support in principal that this is a good location to add more capacity for cell carriers as the property owner is inclined to do. I recognize it would be beneficial to the community as well. I however do not support the variance in height or setback. Watching the video it was made clear the carriers themselves are all preferring a lower location on the pole more in line with the current structure height. The height variance requested is a function of the existing structure is maxed out for the number of carriers it can handle and would be blocking signals from the new pole should it be built. This is a residential area, a 195-foot tower is the same as an 18 story building.

If the existing structure is maxed out on number of carriers they can accommodate. If they want to accommodate more, I would hope they could redesign or replace their current structure with the goal in mind within the current zoning requirements and at the more desired height of the carriers. Had I been able to attend I would have stood to state my objection. (Nicholas Jalonack, 2470 Schadt Drive)

Reference Information

Site Description

Project Area: 17.99 acres
Existing Land Use: Ski jump

Surrounding Land Uses

North: Single-family homes
East: I-494
South: Single-family homes
West: Single-family homes

Planning

Existing Land Use: Open Space
Existing Zoning: Farm Residential

Attachments:

1. Conditional Use Permit and Setback Variances Resolution
2. Design Review Resolution
3. Overview Map
4. 2040 Future Land Use Map
5. Zoning Map
6. Applicant's Narrative
7. Site Plan
8. Monopole Elevation
9. Draft CDRB Minutes, November 21, 2023
10. Draft PC Minutes, November 21, 2023
11. Applicant's Plans (separate attachment)

CONDITIONAL USE PERMIT AND SETBACK VARIANCES RESOLUTION

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

Section 1. Background.

1.01 Dale Romsos of VMC LLC has requested approval of a conditional use permit and variances to permit a 195-foot communications monopole.

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

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

AND

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

AND

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

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

AND

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

As referred to in Warranty Deed recorded as instrument No. 2718516:

That part of the South 180.00 feet of the West 233.00 feet of the Southwest Quarter of the Southeast Quarter of Section 13, Township 28, Range 22, Ramsey County, Minnesota lying East of the West 33.00 thereof.

Ramsey County
Abstract Property

Section 2. Standards.

2.01 City Ordinance Section 44-1327 requires a Conditional Use Permit for Communications Towers.

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

1. Standards in this Code.
2. Recommendations of the planning commission and community design review board.
3. Effect of the proposed use upon the health, safety, convenience and general welfare of residents of surrounding areas.
4. Effect on property values.
5. Effect of the proposed use on the comprehensive plan.

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

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

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

Section 3. Findings.

3.01 The proposal meets the specific conditional use permit standards.

3.02 The proposal meets the specific variance standards.

Section 4. City Review Process

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

1. On November 21, 2023, 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.
2. On December 11, 2023, the city council discussed this resolution. They considered reports and recommendations from the planning commission and city staff. The Planning Commission recommended that the City Council approve this resolution.

Section 5. City Council

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

1. All construction shall follow the plans approved by the city. The director of community development may approve minor changes.
2. The proposed construction must be substantially started within one year of council approval or the permit shall become null and void.
3. The city council shall review this conditional use permit in one year.
4. This conditional use permit is conditioned upon the applicant allowing the collocation of other provider's telecommunications equipment on the proposed tower. The applicant shall submit a letter to staff allowing collocation before a building permit can be issued.
5. The tower may not have any lighting on the structure or illuminating the structure.
6. All wireless communication equipment on the ski jump must be removed when the new monopole tower is operational.

7. This resolution approves a 195-foot tall communications monopole with a height variance of 70 feet and a setback variance of 45 feet.

_____ by the City Council of the City of Maplewood, Minnesota, on December 11, 2023.

DESIGN REVIEW RESOLUTION

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

Section 1. Background.

1.01 Dale Romsos of VMC LLC has requested approval of a conditional use permit and variances to permit a 195-foot communications monopole.

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

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

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As referred to in Warranty Deed recorded as instrument No. 2718516:

That part of the South 180.00 feet of the West 233.00 feet of the Southwest Quarter of the Southeast Quarter of Section 13, Township 28, Range 22, Ramsey County, Minnesota lying East of the West 33.00 thereof.

Ramsey County
Abstract Property

Section 2. Site and Building Plan Standards and Findings.

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

1. That the design and location of the proposed development and its relationship to neighboring, existing or proposed developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood; that it will not unreasonably interfere with the use and enjoyment of neighboring, existing or proposed developments; and that it will not create traffic hazards or congestion.
2. That the design and location of the proposed development are in keeping with the character of the surrounding neighborhood and are not detrimental to the harmonious, orderly and attractive development contemplated by this article and the city's comprehensive municipal plan.
3. That the design and location of the proposed development would provide a desirable environment for its occupants, as well as for its neighbors, and that it is aesthetically of good composition, materials, textures and colors.

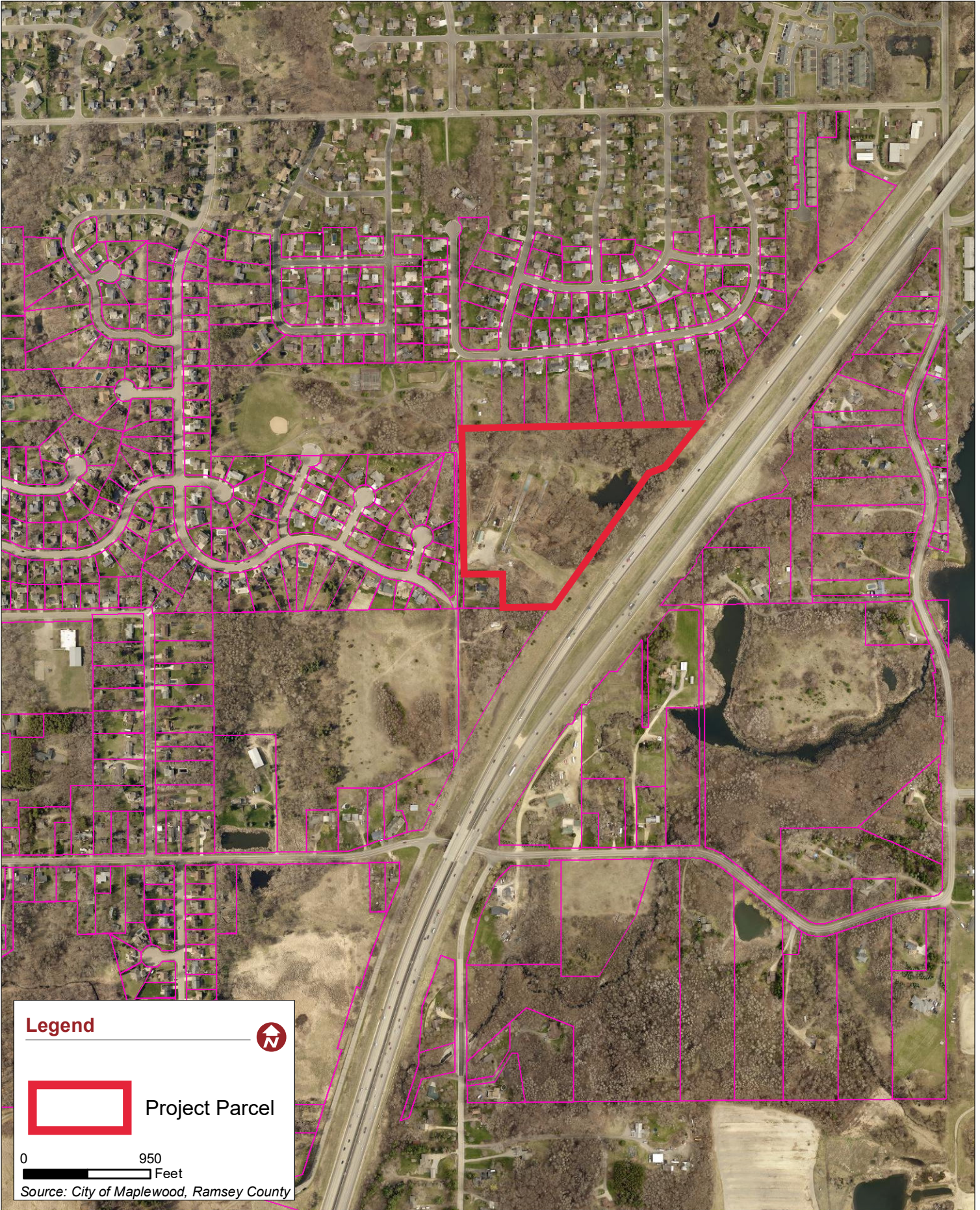
Section 3. City Council Action.

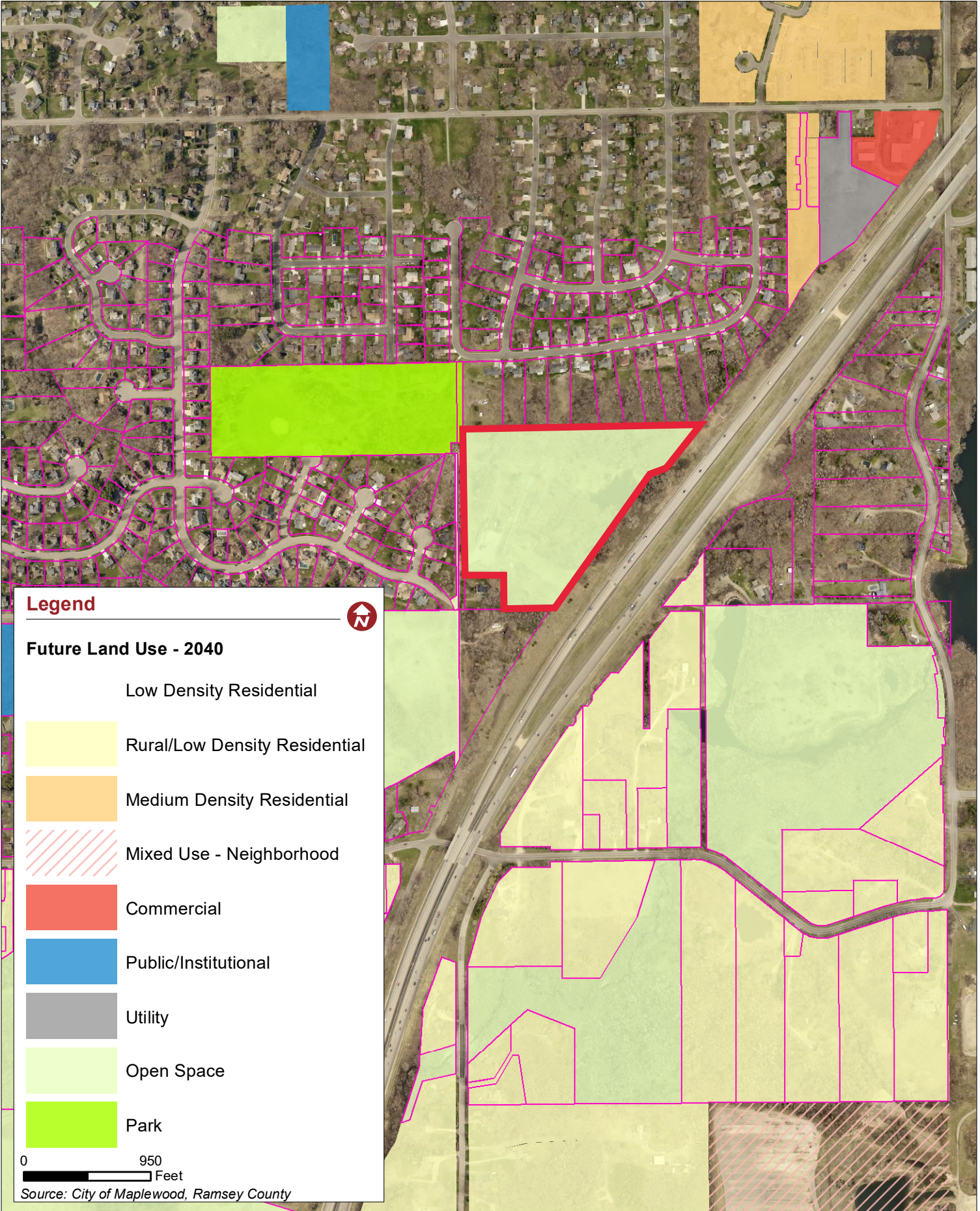
3.01 The above-described site and design plans are hereby approved based on the findings outlined in Section 3 of this resolution. Subject to staff approval, the site must be developed and maintained in substantial conformance with the design plans. Approval is subject to the applicant doing the following:

1. Obtain a conditional use permit and variances approval from the city council for this project.
2. Repeat this review in two years if the city has not issued a building permit for this project.
3. All requirements of the city engineer, fire marshal and building official must be met.
4. The flush mount design for the telecommunications tower shall be utilized.
5. Prior to the issuance of a building permit, the applicant shall submit for staff approval the following items:
 - a. Submit a tree plan showing the size, species, and location of all significant trees within the disturbed area. A significant tree is any hardwood tree 6 diameter inches or larger, conifer tree 8 diameter inches or larger, and softwood tree 12 diameter inches or larger. The plan must show which trees will be removed with the development of the monopole or how the trees near the project will be preserved. If significant tree removal is proposed, the plan must show tree replacement per the City's tree ordinance.
 - b. Submit a landscape plan to show tree replacement if necessary and how the monopole and ground equipment will be screened per the City's antenna and tower ordinance.

- c. Submit a written report certified by a Minnesota licensed structural engineer detailing how the 50 percent breakaway is achieved without compromising the required design of the monopole.
 - d. The applicant shall provide the city with a cash escrow or an irrevocable letter of credit for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
6. If any required work is not done, the city may allow temporary occupancy if:
- a. The city determines that the work is not essential to public health, safety or welfare.
 - b. The above-required letter of credit or cash escrow is held by the City of Maplewood for all required exterior improvements. The owner or contractor shall complete any unfinished exterior improvements by June 1 of the following year if occupancy of the building is in the fall or winter or within six weeks of occupancy of the building if occupancy is in the spring or summer.
7. All work shall follow the approved plans. The director of community development may approve minor changes.

_____ by the City Council of the City of Maplewood, Minnesota, on December 11, 2023.





Legend



Future Land Use - 2040

Low Density Residential



Rural/Low Density Residential



Medium Density Residential



Mixed Use - Neighborhood



Commercial



Public/Institutional



Utility



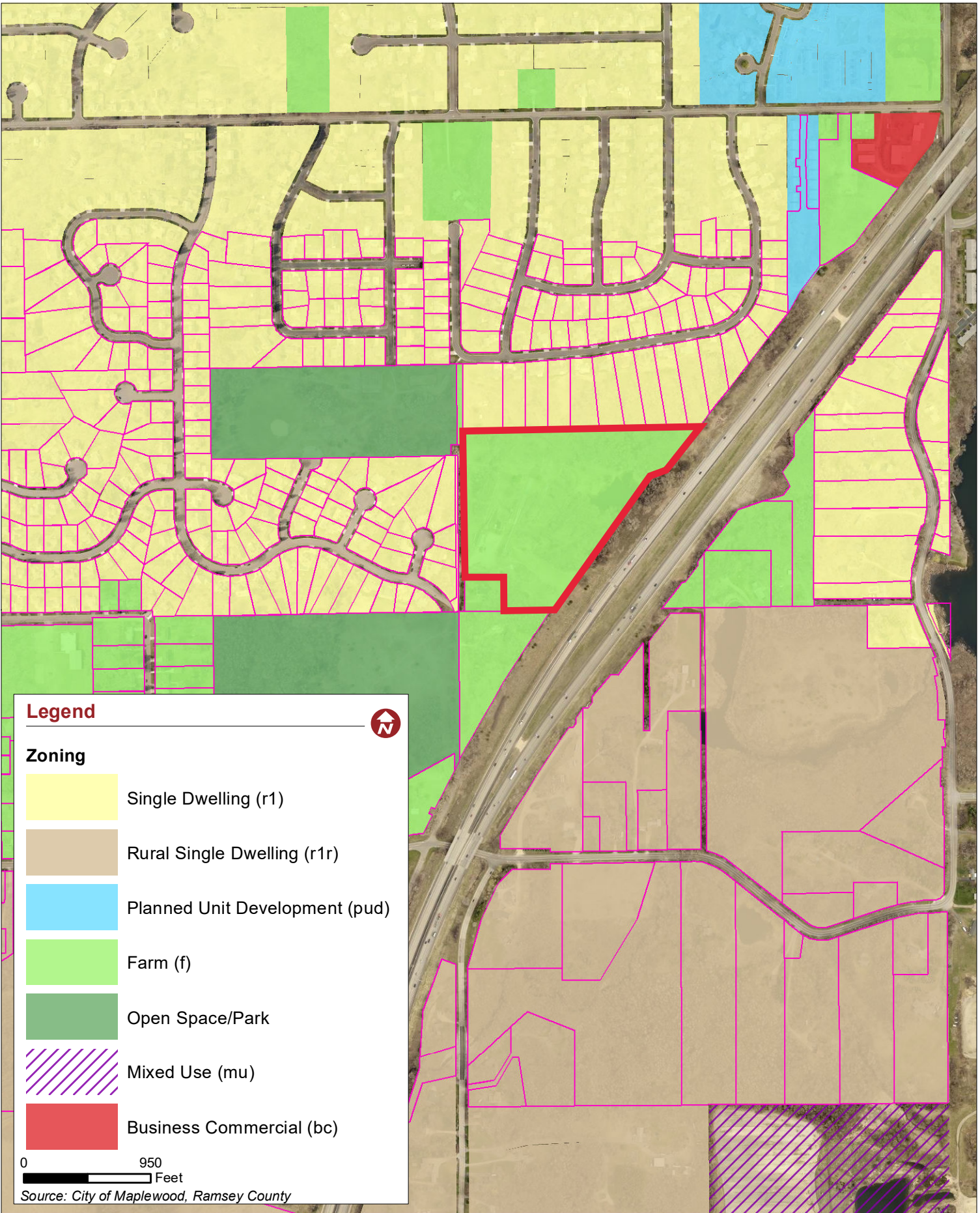
Open Space



Park

0 950 Feet

Source: City of Maplewood, Ramsey County



August 29, 2023

Conditional Use Permit Request

City of Maplewood
Attn: Mr. Michael Martin
1830 County Rd B East
Maplewood, MN 55109

Mr. Martin,

The St Paul Educational Foundation (SPEF) is a non-for-profit foundation that supports local educational programs and has owned and managed the ski jump property since 1975. In 1997 two wireless cellular carriers approached the foundation about installing cellular antennae on their ski jump. The foundation viewed this offer as a win-win offer. The foundation could give elevated space while reducing the number of communication towers to be installed. In 2015 a third wireless carrier leased space and installed equipment on the ski jump. Over the years the carriers have made upgrades to their site to improve coverage and capacity to area and residents. In 2020, several events took place that made the Foundation restricted site upgrades and reevaluated the use of the ski jump as a communications tower. During that year Two of the carriers had proposed upgrades but not reflective of one another. When a comprehensive design and structural analysis was performed it was determined the ski jump tower could not hold the proposed equipment as it sat without major structural modifications.

St Paul Educational Foundation retained VMC LLC to perform a feasibility study as to the carrier need, regulatory due diligence, and construction cost of installing a new communications mono pole adjacent to the ski Jump and continue as a communications facility. The goal of SPEF was to continue to provide a wireless telecommunications site that would serve the needs of the cellular carriers presently and into the future. Also, to allow for future growth of additional wireless providers and emergency response needs for the region. With the demand for wireless equipment the SPEF felt it was best to create better coverage and connectivity to residents of Maplewood and neighboring communities.

To date VMC LLC has the following items:

- 1 The existing carriers have shown interest in staying on site and moving onto a neighboring mono pole tower.
- 2 To move from this parcel/tower location will require a complete regulatory determination process that can take as long as 2years, not including local approval.
- 3 Technology upgrades will not take place until a new tower is built reducing the performance of cellular coverage and connectivity until such time.
- 4 Soil boring were performed showing good conditions to provide a tower foundation at a reasonable cost.
- 5 1A survey was conducted and submitted for regulatory review.
- 6 FAA Determination was received with approval of up to a 199' tower.
- 7 With the new technology developing there has already been interest from new providers to collocate at this site.
- 8 To move the mono pole location any further than 40' from its prosed location would create a complete rebuild of the site for the cellular providers base on communication line length and regulatory "Change out" procedures. The utility and site infrastructure is in place and would not hinder the construction of the mono pole.
- 9 The height under 125' is considered unusable or "RF Shadowed" by the ski jump. Moving the proposed location will only increase the unusable vertical space on the mono pole.
- 10 The monopole will be designed with a 50% break away fall zone. The design will only allow a fall zone of half of the height of the mono pole (approx. 97.5').

As per Section 44-1326 of The City of Maplewood City zoning code, St Paul Educational Foundation is applying for a Conditional Use Permit for the installation of a 195' mono pole. The monopole would be designed to accommodate 4 wireless providers (125', 140',155,170') and 1 elevation for community emergency response (190'). The monopole will be shadowed for reception at levels under 125" by the ski jump and deemed non usable. A tower over 199' would need to be lit and deemed unfeasible for this location. This request allows for future collocation of wireless providers and emergency response while not exceeding FAA approval. The location of the pole is 175' from the nearest home and the pole is being designed to have a 50% break away

design. That meant the farthest it would fall from the foundation is 97.5' which is within the property of the SPEF.

Installation of the mono pole would stay consistent with previous installation of cellular equipment that have already been approved by the City of Maplewood:

- 6' chain link fence. To be attached to the ski jump and Verizon fence compound.
- Gravel compound
- Secured mono pole climbing system.

Application form requirements.

Submission Items

- Certified Survey.
- 1A Survey report.
- Existing condition topographic map.
- Proposed Draft topographic map1.
- Proposed Draft topographic map2.
- Application letter.
- Proposed monopole design (Sabre).
- Soil boring report
- Proposed Monopole location
- Verizon site construction documents.
- 500' resident listing
- 500' parcel map

Notes – Acknowledged and identified in application review letter.

Criteria for Approval of a Conditional Use Permit – Acknowledged.

Respectfully submitted.

Dale Romsos

Dale Romsos
VMC LLC,

Cc: Kathleen Wallace- St Paul Educational Foundation
Dale Romsos – VMC, LLC

FROST DEPTH
DESIGN = 5'-0"

NOT FOR
CONSTRUCTION



9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM



- Management
- Engineering
- Research
- Technical Services

PROJECT

LOC. CODE: 308608

VMC
MONOPOLE
BUILD

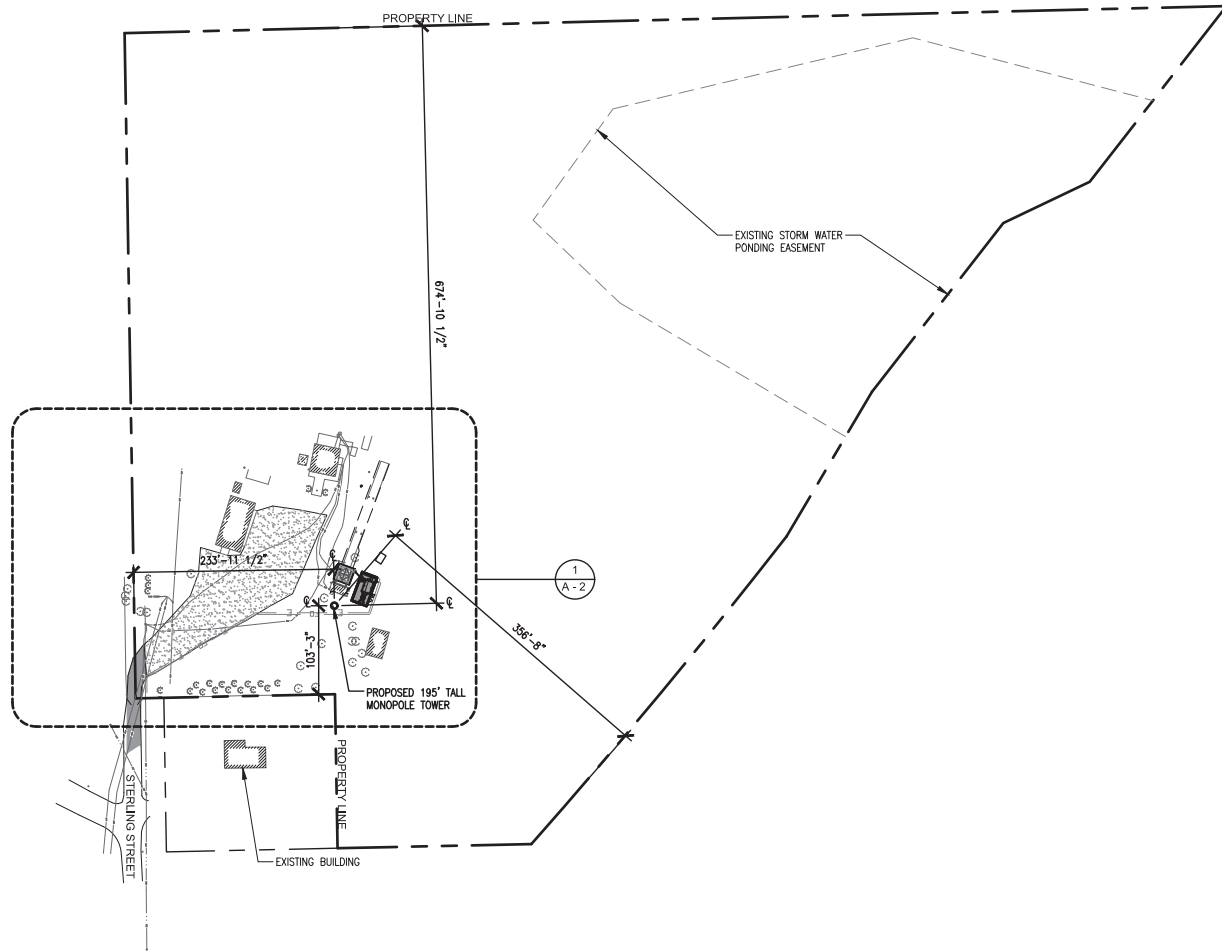
1210 STERLING STREET
SOUTH
MAPPLEWOOD, MN 55119

SHEET CONTENTS:

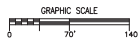
SITE PLAN
DETAIL INDEX

DRAWN BY: KYLE M
CHECKED BY: T.B.
REV. A 09.28.23

A-1

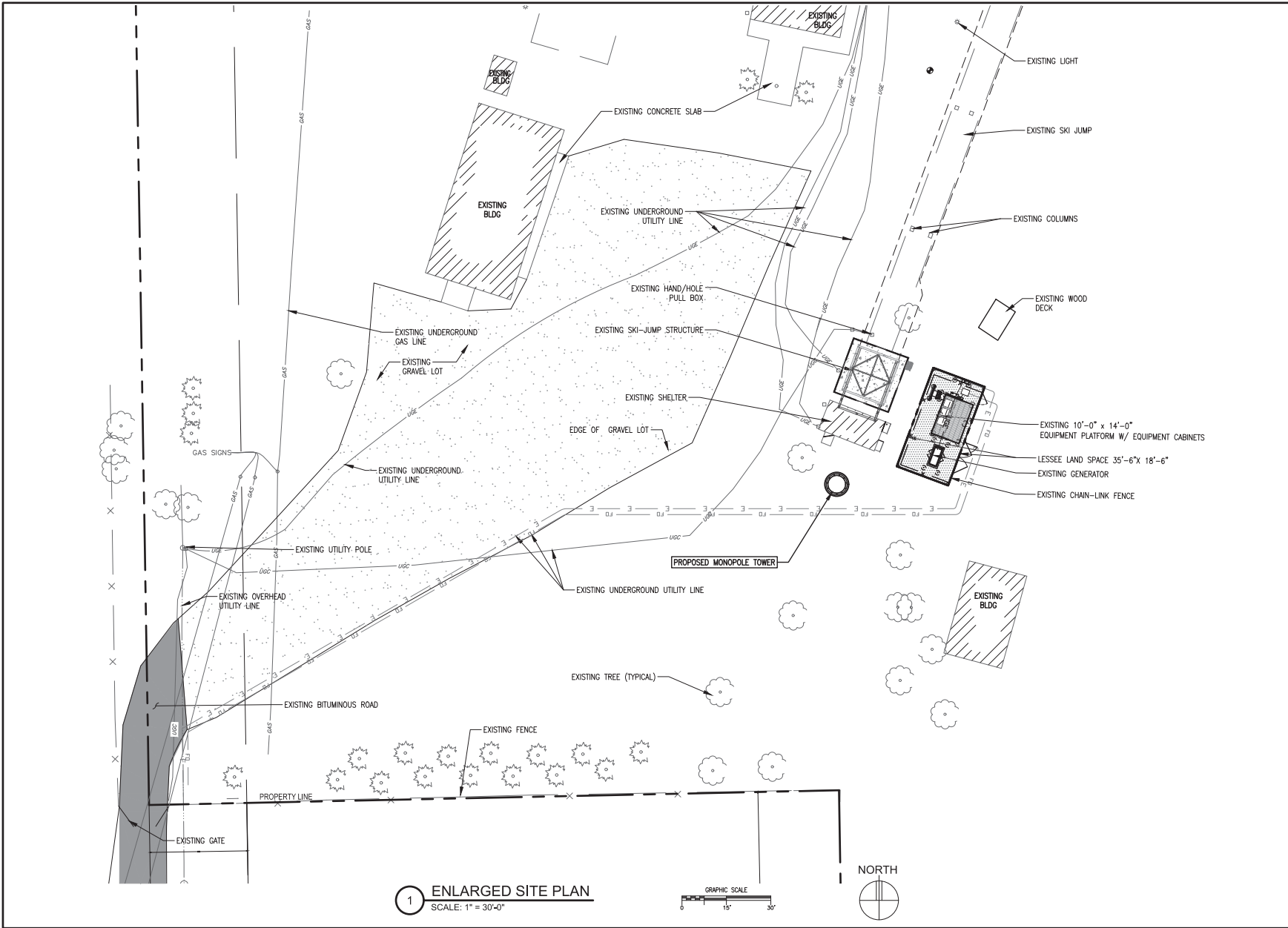


1 SITE PLAN
SCALE: 1" = 140'



NORTH





NOT FOR CONSTRUCTION

DESIGN 1
 9973 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 (952) 903-9299
 WWW.DESIGN1EP.COM

VMC LLC
 • Management
 • Engineering
 • Research
 • Technical Services

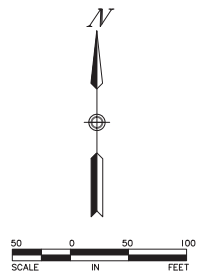
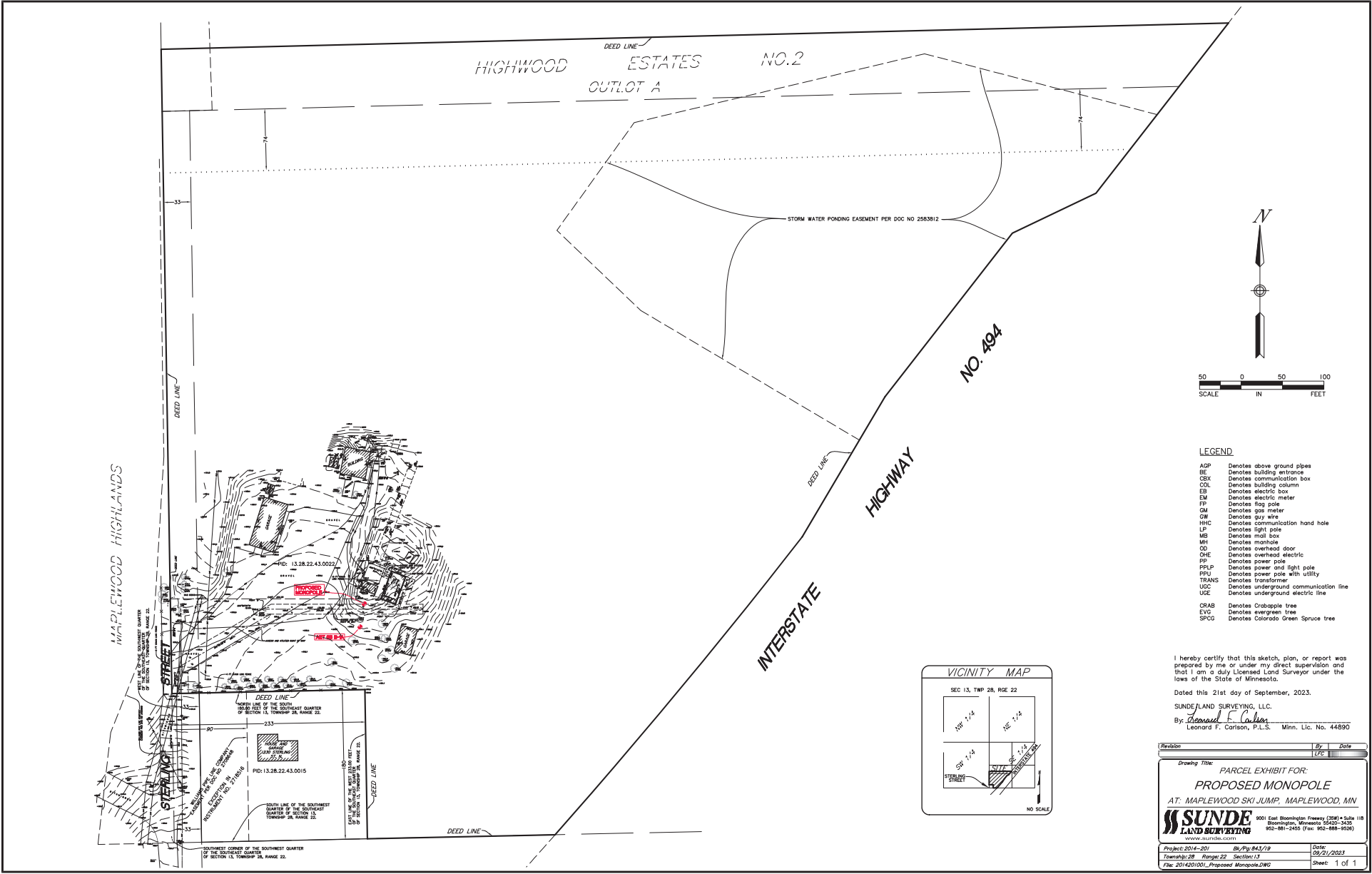
PROJECT
 LOC. CODE: 308608

VMC MONOPOLE BUILD
 1210 STERLING STREET SOUTH
 MAPPLEWOOD, MN 55119

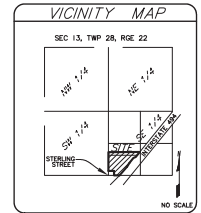
SHEET CONTENTS:
 ENLARGED SITE PLAN

DRAWN BY: KYLE M
 CHECKED BY: T.B.
 REV. A 09.28.23

A-2



- LEGEND**
- AGP Denotes above ground pipes
 - BE Denotes building entrance
 - CB Denotes communication box
 - COL Denotes building column
 - EB Denotes electric box
 - EM Denotes electric meter
 - EP Denotes flag pole
 - GM Denotes gas meter
 - GW Denotes guy wire
 - HHC Denotes communication hand hole
 - LP Denotes light pole
 - MB Denotes mail box
 - MH Denotes manhole
 - OD Denotes overhead door
 - OHE Denotes overhead electric
 - OP Denotes power pole
 - PPLP Denotes power and light pole
 - PPU Denotes power pole with utility
 - TRANS Denotes transformer
 - UGC Denotes underground communication line
 - USE Denotes underground electric line
 - CRAB Denotes Crabapple tree
 - EVG Denotes evergreen tree
 - SFCG Denotes Colorado Green Spruce tree



I hereby certify that this sketch, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 21st day of September, 2023.

SUNDE LAND SURVEYING, LLC.
 By: *Leonard F. Carlson*
 Leonard F. Carlson, P.L.S. Minn. Lic. No. 44890

Revision	By	Date
	LFC	
Drawing Title:		
PARCEL EXHIBIT FOR: PROPOSED MONOPOLE AT: MAPLEWOOD SKI JUMP, MAPLEWOOD, MN		
9001 East Bloomington Freeway (35E) • Suite 118 Bloomington, Minnesota 55420-3550 952-881-2485 (Fax 952-888-9526)		
Project: 2014-201	By: Rg: 843/19	Date:
Drawn by: JF	Range: 22	Section: 13
File: 2014201001_Proposed Monopole.DWG		Sheet: 1 of 1

Designed Appurtenance Loading

Elev	Description	Tx-Line
190	(1) 40,000 sq. in. antenna loading (below top)	(6) 1 1/4"
170	(1) 30,000 sq. in. antenna loading (below top)	(6) 1 1/4"
155	(1) 30,000 sq. in. antenna loading (below top)	(6) 1 1/4"
140	(1) 20,000 sq. in. (4000 lbs) (below top)	(6) 1 1/4"
125	(1) 20,000 sq. in. (4000 lbs) (below top)	(6) 1 1/4"

Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	109 mph
Wind Speed (Ice)	50 mph
Design Ice Thickness	1.50 in
Risk Category	II
Exposure Category	Site-Specific
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	1013 ft
Seismic Importance Factor, Ie	1.00
0.2-sec Spectral Response, Ss	0.047 g
1-sec Spectral Response, S1	0.03 g
Site Class	D (DEFAULT)
Seismic Design Category	A
Basic Seismic Force-Resisting System	Telecommunication Tower (Pole: Steel)

Limit State Load Combination Reactions

Load Combination	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
1.2 D + 1.0 Wo	70.36	39.57	5931.53	19.21	11.39
0.9 D + 1.0 Wo	52.73	39.52	5786.54	18.61	10.99
1.2 D + 1.0 Di + 1.0 Wi	124.66	15.25	2576.56	9.03	5.39
1.2 D + 1.0 Ev + 1.0 Eh	70.85	1.77	299.23	1.05	0.62
0.9 D - 1.0 Ev + 1.0 Eh	52.12	1.76	290.8	1.01	0.59
1.0 D + 1.0 Wo (Service @ 60 mph)	58.65	10.74	1601.71	5.33	3.11

Base Plate Dimensions

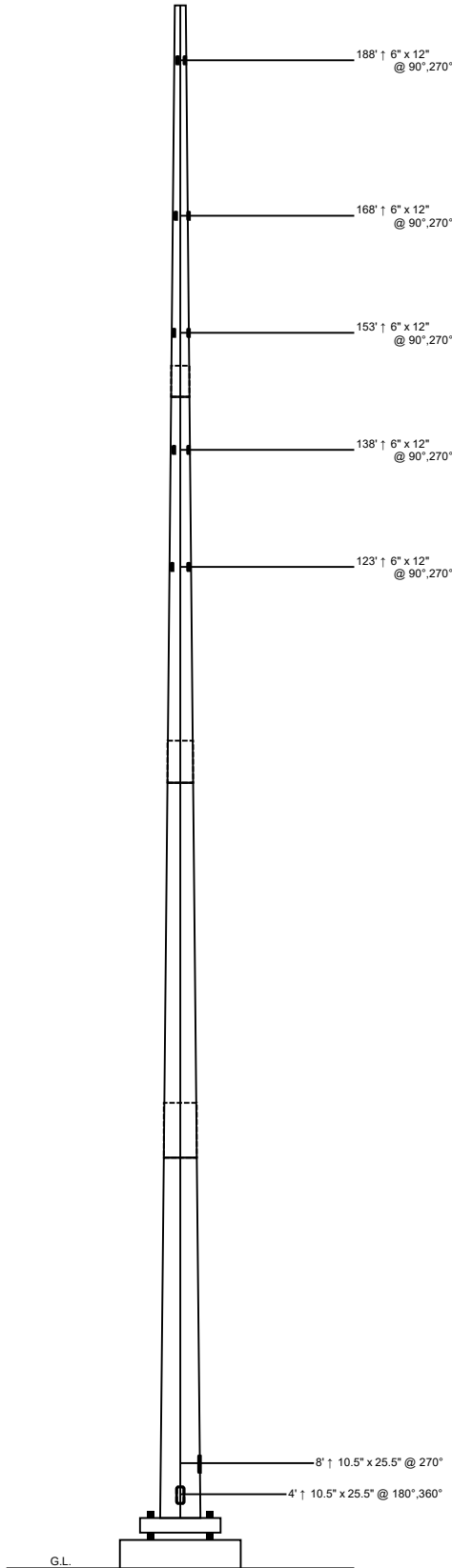
Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	73.75"	2.25"	68"	18	2.25"

Material List

Display	Value
A	4' - 0"

Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) Full Height Step Bolts
- 5) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2018 International Building Code.



G.L.

Length (ft)	53'-3"	53'-6"	50'-3"
Number Of Sides	18		
Lap Splice (ft)	7'-0"	5'-6"	A
Top Diameter (in)	48.2"	37.81"	27.07"
Bottom Diameter (in)	60.94"	50.62"	39.88"
Taper (in/ft)		0.2394	
Grade		A572-65	
Weight (lbs)	16249	10078	7725
Overall Steel Height (ft)	194		3385

 <p>Sabre Industries 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814</p> <p><small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small></p>	Quote:	24-0684-TJH
	Customer:	VMC, LLC
	Site Name:	Ski Jump, MN
	Description:	195' Monopole
	Date:	6/19/2023
		Page: 1

**DRAFT MINUTES
MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD**

6:00 P.M. Tuesday, November 21, 2023
City Hall, Council Chambers
1830 County Road B East

E. NEW BUSINESS

1. Design Review Resolution, Saint Paul Educational Foundation Communications Monopole, 1210 Sterling Street South

Michael Martin, Assistant Community Development Director, gave the presentation. Dale Romsos, VMC, LLC, addressed the board and answered questions.

Chairperson Kempe moved to approve a design review resolution for a 195-foot communications monopole with a height variance of 70 feet and a setback variance of 45 to be constructed at 1210 Sterling Street South.

DESIGN REVIEW RESOLUTION

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

Section 1. Background.

1.01 Dale Romsos of VMC LLC has requested approval of a conditional use permit and variances to permit a 195-foot communications monopole.

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

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

AND

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

AND

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

Less and Except that portion of the property conveyed by the following: As referred to in Warranty Deed recorded as Instrument No. 2717756: The east one-

half of Sterling Street right-of-way that is located in the south half of Section 13, Township 28, Range 22 which is south of the south line of the following-described property and south of the (easterly) extension of said south line: the north 487.99 feet of the SW 1/4 of the SE 1/4 of Section 13, Township 28, Range 22.

AND

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

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

Ramsey County
Abstract Property

Section 2. Site and Building Plan Standards and Findings.

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

1. That the design and location of the proposed development and its relationship to neighboring, existing or proposed developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood; that it will not unreasonably interfere with the use and enjoyment of neighboring, existing or proposed developments; and that it will not create traffic hazards or congestion.
2. That the design and location of the proposed development are in keeping with the character of the surrounding neighborhood and are not detrimental to the harmonious, orderly and attractive development contemplated by this article and the city's comprehensive municipal plan.
3. That the design and location of the proposed development would provide a desirable environment for its occupants, as well as for its neighbors, and that it is aesthetically of good composition, materials, textures and colors.

Section 3. City Council Action.

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

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

2. Repeat this review in two years if the city has not issued a building permit for this project.
3. All requirements of the city engineer, fire marshal and building official must be met.
4. The flush mount design for the telecommunications tower shall be utilized.
5. Prior to the issuance of a building permit, the applicant shall submit for staff approval the following items:
 - a. Submit a tree plan showing the size, species, and location of all significant trees within the disturbed area. A significant tree is any hardwood tree 6 diameter inches or larger, conifer tree 8 diameter inches or larger, and softwood tree 12 diameter inches or larger. The plan must show which trees will be removed with the development of the monopole or how the trees near the project will be preserved. If significant tree removal is proposed, the plan must show tree replacement per the City's tree ordinance.
 - b. Submit a landscape plan to show tree replacement if necessary and how the monopole and ground equipment will be screened per the City's antenna and tower ordinance.
 - c. Submit a written report certified by a Minnesota licensed structural engineer detailing how the 50 percent breakaway is achieved without compromising the required design of the monopole.
 - d. The applicant shall provide the city with a cash escrow or an irrevocable letter of credit for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
6. If any required work is not done, the city may allow temporary occupancy if:
 - a. The city determines that the work is not essential to public health, safety or welfare.
 - b. The above-required letter of credit or cash escrow is held by the City of Maplewood for all required exterior improvements. The owner or contractor shall complete any unfinished exterior improvements by June 1 of the following year if occupancy of the building is in the fall or winter or within six weeks of occupancy of the building if occupancy is in the spring or summer.
7. All work shall follow the approved plans. The director of community development may approve minor changes.

Seconded by Vice Chairperson Oszman Ayes – All

The motion passed.

This item will go to the city council on December 11, 2023.

DRAFT MINUTES
MAPLEWOOD PLANNING COMMISSION
7:00 P.M. Tuesday, November 21, 2023
City Hall, Council Chambers
1830 County Road B East

E. PUBLIC HEARING

1. Conditional Use Permit and Variances Resolution, Saint Paul Educational Foundation Communications Monopole, 1210 Sterling Street South

Michael Martin, Assistant Community Development Director, gave the presentation.

Chairperson Desai opened the public hearing.

Dale Romsos, VMC, LLC, addressed the commission and answered questions.

Chairperson Desai closed the public hearing.

Vice Chairperson Yang moved to approve a conditional use permit and variances resolution for a 195-foot communications monopole with a height variance of 70 feet and a setback variance of 45 to be constructed at 1210 Sterling Street South.

CONDITIONAL USE PERMIT AND SETBACK VARIANCES RESOLUTION

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

Section 1. Background.

1.01 Dale Romsos of VMC LLC has requested approval of a conditional use permit and variances to permit a 195-foot communications monopole.

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

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

AND

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

AND

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

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

AND

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

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

Ramsey County
Abstract Property

Section 2. Standards.

- 2.01 City Ordinance Section 44-1327 requires a Conditional Use Permit for Communications Towers.
- 2.02 Communication Towers Conditional Use Permit Standards. City Ordinance Section 44-1326.
 - 1. Standards in this Code.
 - 2. Recommendations of the planning commission and community design review board.
 - 3. Effect of the proposed use upon the health, safety, convenience and general welfare of residents of surrounding areas.
 - 4. Effect on property values.
 - 5. Effect of the proposed use on the comprehensive plan.
- 2.03 General Conditional Use Permit Standards. City Ordinance Section 44-1097(a) states that the City Council must base approval of a Conditional Use Permit on the following nine standards for approval.

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
 2. The use would not change the existing or planned character of the surrounding area.
 3. The use would not depreciate property values.
 4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
 5. The use would not exceed the design standards of any affected street.
 6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
 7. The use would not create excessive additional costs for public facilities or services.
 8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
 9. The use would cause minimal adverse environmental effects.
- 2.04 Variance Standard. City Ordinance Section 44-13 refers to state statute which states a variance may be granted from the requirements of the zoning ordinance when: (1) the variance is in harmony with the general purposes and intent of this ordinance; (2) when the variance is consistent with the comprehensive plan; and (3) when the applicant establishes that there are practical difficulties in complying with the ordinance. Practical difficulties mean: (1) The proposed use is reasonable; (2) the need for a variance is caused by circumstances unique to the property, not created by the property owner, and not solely based on economic conditions.

Section 3. Findings.

- 3.01 The proposal meets the specific conditional use permit standards.
- 3.02 The proposal meets the specific variance standards.

Section 4. City Review Process

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

1. On November 21, 2023, 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.
2. On December 11, 2023, the city council discussed this resolution. They considered reports and recommendations from the planning commission and city staff. The Planning Commission recommended that the City Council approve this resolution.

Section 5. City Council

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

1. All construction shall follow the plans approved by the city. The director of community development may approve minor changes.
2. The proposed construction must be substantially started within one year of council approval or the permit shall become null and void.
3. The city council shall review this conditional use permit in one year.
4. This conditional use permit is conditioned upon the applicant allowing the collocation of other provider's telecommunications equipment on the proposed tower. The applicant shall submit a letter to staff allowing collocation before a building permit can be issued.
5. This resolution approves a 195-foot tall communications monopole with a height variance of 70 feet and a setback variance of 45 feet.

Seconded by Commissioner Oszman

Ayes – All

The motion passed.

This item will go to the city council on December 11, 2023.

CITY COUNCIL STAFF REPORT
Meeting Date December 11, 2023

REPORT TO: Melinda Coleman, City Manager

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

PRESENTER: Michael Martin, AICP, Assistant Community Development Director

AGENDA ITEM: Adoption of Development Code Amendments
 a. Adoption of Amendments to Chapter 12, Article I and Chapter 44, Articles I, II and III
 b. 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:

Over the past year and a half, staff and HKGi – the city’s planning consultant – have been working with the City Council, Planning Commission and Community Design Review Board identifying and discussing updates to the City’s zoning code.

Recommended Action:

- a. Motion to approve amendments to Chapter 12, Buildings and Building Regulations, and Articles I, II, and III of Chapter 44 of Maplewood’s zoning code.
- b. 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

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

Much of the city’s zoning code has not been updated since 1982, and working to update key sections of the code will ensure Maplewood’s regulations are working to guide and encourage high-quality development in the city.

Background:

Please review the attached report from HKGi, the city's planning consultant, and the other attachments. The Planning Commission held a public hearing on October 17, 2023 and recommended adoption of the amendments. Please note that the City Council has discussed and reviewed all of the proposed changes at previous meetings. The changes are reflective of the guidance and direction given by the Council and its commissions. There are no new issues identified within these documents.

The changes are more overtly detailed in the attached report from HKGi, but in summary, the proposed amendments are grouped into three areas of the code:

Article I

- Nonconformities
- Off-street parking

Article II

- Consolidation of uses into tables
- Addition of missing purpose and intent statements
- Reorganization of R-3 District
- Reorganization of M-U District
- Use specific standards were consolidated into Division 19
- Standards for accessory dwelling units and sacred communities in the accessory uses section

Article III

- Sign code compliance with the 2015 Reed v. Town of Gilbert U.S. Supreme Court decision
- Amendments requested by the Planning Commission related to window signs and illumination

In addition, the City Council is requested to adopt the proposed amendments to Chapter 12, Buildings and Building Regulations, as it was recommended that some conditions from Chapter 44 be incorporated into Section 12-5 Metal Storage Buildings – these changes can be reviewed in HKGi's attached report and have previously been reviewed by the Planning Commission.

Information related to these changes can also be found at www.maplewoodmn.gov/zoningcodeupdate.

Attachments:

1. HKGi Report
2. Chapter 12, Article I
3. Chapter 44, Article I
4. Chapter 44, Article II
5. Chapter 44, Article III
6. Resolution Authorizing Publication of Ordinance by Title and Summary

DEVELOPMENT CODE UPDATE

TO: City of Maplewood City Council
FROM: Rita Trapp and Kendra Ellner, Consulting Planners
DATE: December 1, 2023
SUBJECT: Proposed Development Code Updates
MEETING DATE: December 11, 2023

Over the past year and a half, Staff and HKGi have been working with the Planning Commission and Community Design Review Board identifying and discussing updates to the City's zoning code. The last discussion with Council in June provided an overview of the proposed updates in the following areas:

- 1) District Purpose Statements
- 2) Use Tables (Principal and Accessory)
- 3) Use Specific Standards
 - a. Accessory Dwelling Units
- 4) Parking Standards
- 5) R-3 District
- 6) Signage
- 7) Mixed Use District

Since then, Staff and HKGi have incorporated Council's comments and discussed additional edits with Planning Commission at various meetings. The Planning Commission held a public hearing at their regular meeting on October 17, 2023 to review all of the proposed zoning code amendments. There was no public in attendance or additional public comments received. The Planning Commission had requested a minor change to address the heavy commercial vehicle definition to determine a more inclusive standard weight limit, which has been incorporated. The proposed updates found in the attached ordinances reflect all the work over the last few years. The proposed amendments are grouped into three areas of the Chapter 44 Zoning. There is also one proposed amendment to Chapter 12 Building and Building Regulations.

Chapter 44, Article I

- Nonconformities – these are lots, buildings, or uses of land or of a building, existing at the effective date of any section of the code, which do not conform the requirements of the section. The primary update was the reorganization of this section by type: use, building/structures, and lots.
- Off-street parking - The minimum parking requirements were updated to reflect revised use terminology, simplify calculations, and to address changing needs. The amendment also clarifies how shared parking facilities are allowed and added parking space dimensions for parallel parking as was already identified in the mixed-use district.

Chapter 44, Article II

- A major change was the consolidation of all of the uses into tables. The use tables are located after the Article II standards.
- Purpose and intent statements were added where they were missing.
- No major changes were made to the OSP, F, R-1, R-1(R), RE, R-1S, or R-2 districts.
- The R-3 District was reorganized. A definition for green space was also added to the definitions in Article II to further clarify requirements in this area. The definition added was “green space means the area(s) of the site which is not covered by paved surfaces, the principal structure, any accessory structures, and other structures like decks, pools, pergolas, etc. Green space can include landscaping, planting beds, fencing, retaining walls, and similar improvements.”
- No major changes were made to the business, manufacturing, or N-E districts.
- The M-U district was specifically reviewed. Diagrams were added for clarification. The design standards were reorganized for clarity.
- The use specific standards were consolidated into Division 19. New standards were added for accessory dwelling units and sacred communities in the accessory uses section.

Chapter 44, Article III

- One of the primary reasons for updating the sign code is to adjust the ordinance language to be in conformance with the 2015 Reed v. Town of Gilbert U.S. Supreme Court decision which limits the ability of a city to regulate signs based on the content of the sign.
- The code is now intended to ensure that sign ordinances conform to reasonably regulate when and how long a sign can be displayed, where the signs can be located and how the signs can be constructed or designed; so long as these regulations do not conflict with content regulation.

- The Planning Commission further clarified regulations pertaining to window signs as it is currently only mentioned in a few districts. This included revising the definition to state a “*Window sign* means a sign that is attached directly to a window with a type of film that adheres to the glass without damaging it. A window sign may not be etched, painted, or hung inside the window. This does not include merchandise on display in a window, seasonal displays of holiday pictures, lights, or signs which are legally required to be posted.” Regulations were updated to clarify the following:
 - For every district the ability for temporary window signs to be painted on the window was removed.
 - In the residential districts the regulations specifically state that no window signs are allowed.
 - In the business, manufacturing, and mixed-use districts it states that a window sign may be substituted for all or a portion of the allowable wall signage area as long as the window sign, which includes all pieces that convey the commercial brand, does not cover more than 1/3 of the window or door in which the sign is placed.
- The Planning Commission also clarified illumination allowances for the MU and NE Districts. Signage lighting in the MU or NE districts is permitted as long as it does not cast illumination on residential units and meets one of the following standards of external or internal illumination:
 - External illumination.
 - The light source shall be a separate fixture directed onto the sign face; or
 - A halo effect/reverse illumination is used, which is an external light source behind the sign face or individual letters.
 - Internal illumination.
 - An internal light source shall be permitted only for a sign that is less than 200 square inches in size that is made of exposed neon or LED that has the appearance of exposed neon.

Chapter 12, Section 12-5 Metal Storage Buildings

A small change is required to Section 12-5 as a couple of conditions for metal storage buildings in the BC business commercial district is proposed to be moved from Chapter 44 to this section. These conditions include the following:

- No more than 20 percent of the building would be visible from streets or the highest topographical point of the nearest residential lot lines.
- The building would not be of lesser quality than surrounding development. If the screening is removed or dies and the owner does not replace it, the city council may require that the owner

remove the building. If the value of the building exceeds \$25,000.00, the city council shall allow at least a five-year amortization period.

ORDINANCE NO. _____

**An Ordinance Amending Chapter 12 of the Buildings and Building Regulations, Article I.
In General**

The City Council of Maplewood ordains as follows:

Section I. Chapter 12, Article I. In General is hereby amended as follows (additions are underlined and deletions are stricken):

Secs. 12-5. Metal Storage Buildings

- (a) It shall be unlawful to erect a metal storage building in the city which is of a design commonly referred to as a pole barn or agri-building, unless such building would be:
- (1) Located in a F farm residence district;
 - (2) A metal storage building commonly used as a backyard storage shed;
 - (3) Located in an M-1 light manufacturing or M-2 heavy manufacturing district and substantially screened so as to be 80 percent opaque as viewed from residentially zoned land or streets. If the screening is removed or dies and is not replaced, the city council may require removal of the building. If the value of the building exceeds \$25,000.00, the city council shall allow at least a five-year amortization period; or
 - (4) Located in a BC business commercial district ~~and approved with a~~ with an approved conditional use permit ~~as required in section 44-512(b)(6)-and meeting the following standards:~~
 - i. No more than 20 percent of the building would be visible from streets or the highest topographical point of the nearest residential lot lines.
 - ii. The building would not be of lesser quality than surrounding development. If the screening is removed or dies and the owner does not replace it, the city council may require that the owner remove the building. If the value of the building exceeds \$25,000.00, the city council shall allow at least a five-year amortization period.
- (b) Special architectural design and nonmetal decorative modifications may be required by the city.
- (c) Should any dispute arise over the classification of a proposed metal building, the director of community development shall determine whether the proposed metal building fits into the pole barn category. Appeals of the director's decision shall be made to the city council for a determination of the building type.
- (d) The city council may grant variances to the requirements of this section. All variances must follow the requirements provided in Minnesota State Statutes.
- (e) A rezoning shall not be approved unless any metal storage building on the site complies with the requirements of this section.

Section II. This ordinance shall be effective following its adoption and publication.
Approved by the City Council of the City of Maplewood on December 11, 2023.

Signed:

Marylee Abrams, Mayor

Date

Attest:

Andrea Sindt, City Clerk

Date

ORDINANCE NO. _____

An Ordinance Amending Chapter 44 of the Zoning Code, Article I. In General

The City Council of Maplewood ordains as follows:

Section I. Chapter 44, Section 44-3 is hereby amended as follows (additions are underlined and deletions are stricken):

Secs. 44-3. *Scope, applicability to nonconforming structures or uses.*

The use of all land and every building or portion of a building erected, altered with respect to height and area, added to, or relocated and every use within a building or use accessory thereto in the city shall be in conformity with this chapter. ~~Any existing building or structure and any existing use of property not in conformity with the regulations prescribed in this chapter, as of the date of the adoption of such regulation, Any use or building which was legal and in compliance with all provisions of this chapter at the time of establishment or construction, but which became noncompliant with one or more provision(s) upon the subsequent adoption or amendment of this chapter,~~ shall be regarded as nonconforming and subject to the regulations set forth in Sec. 44-12, ~~but may be continued, extended or changed subject to special regulations provided in this chapter with respect to nonconforming properties or uses.~~

Section II. Chapter 44, Section 44-6 is hereby repealed in its entirety and replaced with the following:

Secs. 44-6. *Definitions.*

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

Accessory building means a building subordinate to the main building on a lot and used for purposes customarily incidental to those of the main building.

Accessory use means a use subordinate to the primary use of land or a building on a lot and customarily incidental thereto.

Adult day or child care center means a non-residential facility licensed under Minnesota Rules 9503, where the operator is providing care for less than twenty-four hours at a time. This term includes a day program, drop-in child care program, a night care program, and a school age program. This term also includes a child care center that is accessory to another use and that is intended for use by the employees of the principal uses and their immediate family for more than three hours of care and supervision a day. This term does not include programs operated by a public school for children 33 months or older.

Animal means any animate being, except a human being, which is endowed with the power of voluntary motion, including but not limited to fish, birds, mammals, reptiles and insects.

Animal boarding, shelter, or daycare center means any structure or premises on which more than three (3) dogs or cats over six (6) months of age are temporarily or permanently boarded, including animal daycare/spa/grooming facilities. A portion of the site may be used for associated retail.

Animal veterinary clinic means a facility for the diagnosis, treatment, or hospitalization of small animals, including dogs, cats, rabbits, hamsters, and other animals of a similar nature. The facility may also provide boarding for animals as part of medical services.

Aquaculture means the farming of aquatic organisms such as fish, crustaceans, and mollusks. It involves cultivating freshwater and saltwater aquatic populations under controlled conditions for the production and sale of fish.

Aquaponics means a closed-loop system between plants and fish. It involves cultivating fish and plants in a symbiotic environment for the production and sale of fish and produce.

Assisted living facility means a residential facility licensed by the state which provides services on a regular basis, such as personal services, 24-hour supervision, social activities, and health-related care and services, to individuals who require the assistance, but who do not require the degree of care and treatment that a hospital or skilled nursing facility provides.

Basic structural alteration means any enlargement of a building, whether by extending on any side or by increasing in height, or the moving of a building from one location to another.

Bed and breakfast means transient lodging establishment located in a single-family dwelling unit or other approved building in which guestrooms are rented on a nightly basis for periods of less than a week and where at least one meal is offered in connection with the provision of sleeping accommodations only.

Boardinghouse or lodging house means a building, other than a motel or hotel, where lodging and meals are provided for compensation and by prearrangement for definite periods of not less than 30 consecutive calendar days for three or more persons, but not to exceed 20 persons.

Brewery means a facility that produces beer, ale or other beverages made from malt by fermentation and containing not less than one-half ($\frac{1}{2}$) of one (1) percent alcohol by volume.

Building area means the area of a lot that is covered by buildings or as part of a building extended over the lot. Building area shall not include cornices, eaves, gutters, unenclosed decks or patios, or buildings with 120 square feet or less of area.

Building line means the line parallel to the street line at a distance therefrom equal to the depth of the front yard required for the district in which the lot is located. For a lot fronting on a public water, the building line shall include a line parallel to the ordinary high-water level at the required setback therefrom.

Cemetery, crematory, or mausoleum means land used or intended to be used exclusively for the burial of the human dead and dedicated for cemetery purposes, including, mausoleums, if operated in connection with and within the boundaries of such cemetery.

Clinic, medical, dental, or health related means any entity that is not a hospital or residence that is used primarily for the provision of outpatient nursing, medical, podiatric, dental, chiropractic, optometric or mental health care and treatment or an entity which is required to be certified under the Department of Health Services in order to receive reimbursement for outpatient health services to clients.

Club, lodge or hall means a nonprofit association of persons who are bona fide members, paying regular dues, and are organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise.

Commercial equipment means equipment not normally associated with residential uses or purposes, including but not limited to cement mixers, snowplows, wood chippers, stump grinders, earth-moving equipment or heavy-duty compressors.

Commercial use means a principal use of land or buildings for the sale, lease, rental or trade of products, goods or services.

Community or market garden means a cultivated spaces typically gardened and managed by one or more persons, either on undeveloped lots or on leased lands for private consumption or retail sale.

Conditional use means a land use or development that would not be appropriate generally, but may be allowed with appropriate conditions or restrictions as provided by official controls.

Contractor shop and yard means an establishment and its associated yard used for the repair, maintenance, or storage of a contractor's vehicles, equipment, and materials. It may include the contractor's business office. Contractors include, but are not limited to, plumbing, heating, air conditioning, painting, roofing, carpentry, blacksmith, soldering or welding, electrical, and ventilation.

Continuing care facility means a residential facility or complex which provides a variety of senior living choices, from independent living to long-term care, with a goal of helping residents to age in place.

Covered structure means a structure with a roof.

Day care, family means a dwelling unit where a resident of the dwelling is providing care under Minnesota Rule 9502.

Deck means a horizontal, unenclosed platform with or without attached railings, seats, trellises or other features that are attached or functionally related to a principal use.

Direct to consumer sales means the sale of agricultural products or prepared foods directly from farmers or vendors to consumers including, but not limited to, community supported agriculture, farm stands, farmer's markets.

Dispenser means a device designed to dispense motor fuel which contains the hose nozzle and meter.

Disposal facility means a waste facility permitted by the state pollution control agency for the disposal of waste. A disposal facility shall also include any appurtenant facilities needed to process waste for disposal or transfer to another waste facility.

Distillery means facility that produces ethyl alcohol, hydrated oxide of ethyl, spirits of wine, whiskey, rum, brandy, gin, or other distilled spirits, including all dilutions and mixtures thereof for non-industrial use.

Drive-up food or beverage window, drive through sales and service means an opening in the wall of a building or restaurant designed and intended to be used to provide food and/or beverage sales and/or food and/or beverage service to patrons who remain in their vehicles AND An opening in the wall of a building designed and intended to be used to provide sales and/or service to patrons who remain in their vehicles.

Dwelling, apartment means a building on a lot with side-by-side or stacked dwelling units that typically share a common entrance.

Dwelling, apartment mixed use means a dwelling unit that is within a building that also contains a non-residential use permitted in that district.

Dwelling, double (duplex) means a building on a lot designed and occupied exclusively as a residence for two families.

Dwelling, multiple means a building on a lot, designed exclusively as a residence for three or more families.

Dwelling, single-unit means a detached building on a lot, designed exclusively as a residence for one family.

Dwelling site means a designated location for residential use, including temporary or moveable shelter, such as camping and recreational vehicle sites.

Dwelling, townhouse means a residence for one family that is attached to at least two other residences, each with a private outside entrance and with no one unit or major portion thereof directly above or below the other units

Exterior sale of goods means exterior storage, display, sale, or distribution of goods or materials, but not including a junkyard, salvage automobile, or other wrecking yard, and direct to consumer sales.

Family means one of the following, living together as a single housekeeping unit:

- (1) An individual or a group of persons not to exceed five, who are not related by blood, marriage, foster children, or adoption;
- (2) Two persons related by blood, marriage, foster children, or adoption and not more than three unrelated persons; or
- (3) Three or more persons related by blood, marriage, foster children, or adoption and not more than two unrelated persons.

Farm building means any building used for storing agricultural equipment or farm produce, housing livestock or poultry, and poultry processing, including egg handling, and processing dairy products. The term "farm building" shall not include dwellings.

Financial institution means an establishment where the principal business is the receipt, disbursement, or exchange of funds and currencies, such as banks or credit unions.

Foundation area means the gross horizontal area of the building foundation, including a tuck-under garage, measured from the exterior side of a frost wall or basement wall.

Front line of the dwelling means the longer side of a building that faces a street. If the front wall has an angle, the longest section shall be the front line. The length of parallel sections shall be added together to determine the longest section. On an interior lot, the director of community development may consider the short side of the building to be the front. The director shall base this decision on the design of the house.

Front lot line means the lot line that abuts a street right-of-way line. On a corner lot, the front lot line shall be the line that is most parallel to the front line of the dwelling. If the city determines that the dwelling has no front line or that the line is equally parallel to both lot lines, the property owner shall choose a front lot line.

Front yard setback means the distance between any part of a structure and a street right-of-way line. A corner lot shall have a front yard setback on each street frontage. The front yard setback shall not include eaves, gutters, cornices or chimneys that project no more than two feet into the yard. The front yard setback shall also not include sidewalks, steps, ramps or at-grade patios that have no walls, solid fence or roof.

Funeral home or mortuary means an establishment providing services such as preparing the deceased for burial or cremation and arranging and managing funerals. The facility may include a chapel for the conduct of funeral services and spaces for funeral services and informal gatherings.

Grade means as defined by the Uniform Building Code.

Green space means the area(s) of the site which is not covered by paved surfaces, the principal structure, any accessory structures, and other structures like decks, pools, pergolas, etc. Green space can include landscaping, planting beds, fencing, retaining walls, and similar improvements.

Habitable floor area means residential floor area that meets the Uniform Building Code requirements for ceiling height, light and ventilation.

Health/sports club means an establishment exceeding 20,000 square feet in size which provides physical fitness facilities and services to the public for a fee, including but not limited to; game courts, exercise equipment, exercise areas, running tracks, swimming pools, physical fitness maintenance and weight control services and instructors, locker rooms, saunas and associated retail shop intended for members of the club only.

Heavy commercial vehicle means a vehicle, including trailers, with more than a one-ton nominal rated carrying capacity, including but not limited to the following:

- (1) Tractor trucks, wreckers, backhoes or dump trucks; vehicles and equipment designed or modified for use in any construction, demolition, maintenance or delivery activity; semitrailers; garbage trucks; tank trucks; flatbed trucks; boom or bucket trucks; cattle trucks; trucks carrying or designed to carry explosive or flammable materials, well-drilling equipment, earth-moving equipment; vehicles and equipment used for maintenance, repair, construction or delivery on the premises may be parked at or on the property during the period of work.
- (2) Tractors (road or farm) other than those intended for residential purposes or uses.
- (3) All trailers or towed equipment with a capacity greater than one ton or a gross vehicle weight rating of more than 12,000 pounds.
- (4) All trucks, truck tractors, tractors, semitrailers, vans, or pickup trucks as defined that have a capacity greater than one ton or a gross vehicle weight or maximum gross vehicle weight of more than 12,000 pounds.
- (5) Step vans designed or modified for the transportation of cargo, freight, construction machinery, equipment, materials or implements.

This definition does not include the resident's recreational vehicles.

Height of building means the vertical distance of a building measured from the mean grade level directly in front of the building to the midpoint of a pitched roof and the top of a flat roof. The height of a building shall not include chimneys, spires, towers, rooftop mechanical equipment, elevator penthouses, or similar building projections.

Helistop means a place for one helicopter to land or take off, but does not include fueling or maintenance operations or facilities.

Home garden means a garden within a residential property.

Home occupation means any gainful occupation engaged in by an occupant of a dwelling unit where the occupation is secondary to the main use of the premises as a residence. Such occupation may be conducted within a dwelling unit or accessory structure.

Hotel means a building containing six or more guest rooms in which temporary lodging is offered to guests for compensation, and in which access to and from each room or unit is through interior lobbies, courts, or halls. Additional services such as restaurants, meeting rooms, entertainment, and recreational facilities may also be provided.

Indoor theater means an establishment that has an audience viewing hall or room and a permanent stage for the presentation of live performances by live actors to a live audience in a theater setting. Theaters may include but are not limited to live performances of music, dance, plays and orations. Also includes movie theaters.

Industrial use means the use of land or buildings to produce, manufacture, store or transfer goods, products, commodities or other times.

Livestock raising and handling include horses, cattle, mules, asses, goats, sheep, swine, buffalo, llamas, ostriches, reptiles, genetic hybrids of the foregoing, and other living animals usually kept for agriculture, husbandry, or the production of edible or salable byproducts. This definition shall be expressly construed as having no application to the ownership or disposition of poultry.

Live-work unit means a dwelling unit in combination with a shop, office, studio or other workspace within the same unit, where the resident occupant both lives and works.

Long-term or transitional care facility means a facility that provides meals, lodging, and nursing care to two or more individuals due to illness, age, or infirmity. Long-term care facilities include skilled nursing facilities such as nursing homes, rest homes, boarding care homes, convalescent care, and other transitional care facilities.

Lot means a parcel of land described separately from other parcels of land by a plat, metes and bounds, registered land survey, auditor's plat or other accepted means. The county must record the lot description.

Lot area means the area of a lot, excluding drainage easements, wetlands and land below the ordinary high-water mark of public waters.

Lot of record means any legal parcel of land which is or can be taxed by the county as a separate parcel, without the need for lot division approval by the city.

Lot width means the distance at the building line between side property lines for interior lots and between a side property line and the opposite street right-of-way for corner lots.

Manufactured home means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected, on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in it, and which complies with the manufactured home building code in Minn. Stat. § 327.31, subd. 6.

Manufactured home park means a parcel of land under single control or ownership which has been developed for the placement of manufactured homes for residential use.

Manufacturing, heavy means an establishment or use of land that manufactures, assembles, or fabricates using processes that generally create odor, noise, vibration, illumination or particulates that may impact surrounding properties. This category shall also include any use of land that needs large outdoor structures or storage that cannot be incorporated into the building. Examples include, but are not limited to the following: large-scale food and bottling operations; lumber, milling and planning facilities; grain milling; gas manufacture, aggregate, concrete, and asphalt plants; foundries, forge shops, and other intensive metal fabrication; and chemical manufacturing.

Manufacturing, light means an establishment or use of land for the assembly or processing of previously processed components or manufactured parts using processes that do not create significant amounts of noise, vibration, illumination, or particulates that may impact surrounding properties. Odors produced on-site shall not negatively affect other businesses or properties in the area. Examples include but are not limited to the following: food; pharmaceuticals; clothes; furniture (where wood is milled off-site); hardware; toys; light sheet metal products; mechanical components; musical instruments; printing; small vehicle assembly; custom shop for making articles or products sold on the premises; and computer software. This shall not include the assembly or processing of fish associated with aquaponics or aquaculture operations.

Market value means the taxable market value as determined by the county assessor's office.

Medical and dental laboratories, not including the manufacture of pharmaceutical or other products for general sales and distribution means a facility involved in scientific research, investigation, testing, or experimentation, but not including manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Micro-unit means a mobile residential dwelling, providing permanent housing within a sacred community that meets the requirements of Minn. Stats. § 327.30.

Mining means the surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals and peat not regulated under state law.

Motel means a building or group of buildings containing six or more guest rooms in which temporary lodging is offered to guests for compensation, and in which access to and from each room or unit is through an exterior door.

Motor vehicle accessory installation center means a place to install equipment sold on the premises in a motor vehicle.

Motor vehicle maintenance garage means a building for the maintenance or repair of motor vehicles. This definition does not include a motor vehicle accessory installation center or motor vehicle wash.

Motor vehicle major motor fuel station means a retail business engaged in the sale of motor vehicle fuels that has more than three dispensers.

Motor vehicle minor motor fuel station means a retail business engaged in the sale of motor vehicle fuels with a maximum of three dispensers. Fuel dispensers shall be designed to serve only two cars at once.

Motor vehicle wash means a building for washing motor vehicles. This definition does not include the occasional handwashing of vehicles stored in a parking garage.

Nonconforming building or use means a building or a use of land or of a building, existing at the effective date of any section of this chapter, which does not conform with the requirements of such section of this chapter, or a use authorized under article V of this chapter.

On-sale liquor is the sale of alcoholic beverages for consumption on the licensed premises only.

Open space and parks mean properties that are publicly owned which are used or planned as open space or park lands.

Personal service means establishments primarily engaged in providing individual services generally related to personal needs; examples include, but are not limited to: barber and beauty shops, dry cleaning or laundry pick up station, laundromats, permanent make-up studios, tailors, tattoo shops, salons, and photography studio.

Place of amusement, recreation or assembly, other than an indoor theater, indoor athletic activity or itinerant carnival facility operated as a business and which are open to the public for a fee that shall include, but is not limited to, billiard parlors, skating rinks, indoor swimming pools, bowling alleys, arcades, tennis courts, and other similar businesses. Such businesses may also provide a snack bar, alcoholic and non-alcoholic beverage sales, restaurant, retails sales of related items, and other support facilities.

Planned unit developments (PUD) means a type of development characterized by a unified site design, with often two or more principal uses or structures. A PUD may include townhouses, apartments, multiple-use structures such as an apartment with commercial shops, or similar projects. Residential PUDs must have at least five dwelling units or dwelling sites and may include single-dwelling homes. The PUD application, timing and recording process is described under article VII, Rezoning to a planned unit development.

Poultry means domesticated birds in the order of Galliformes (excluding the genus *Meleagris*) that serve as a source of eggs or meat.

Predominant setback means the setback of the majority of the dwellings on the same side of the same street and within 350 feet of the lot to be built on.

Premises means a tract of land, including any buildings thereon.

Private garage means an accessory building designed or used for the shelter or storage of motor vehicles.

Public parks and playgrounds mean properties that are publicly owned which are used or planned as open space or park lands.

Publishing or printing establishment means a business engaging in the reproduction of written or graphic materials through processes that include the use of volatile organic compounds which are subject to federal or state air emissions regulations.

Rear lot line means the lot line that is opposite and most parallel to the front lot line.

Rear yard setback means the distance between any part of a structure and the rear property line. The rear yard shall not include eaves, gutters, cornices, steps, ramps or chimneys that project no more than two feet into the yard.

Recyclable materials means materials that can be processed for reuse. Such materials include paper, glass, metals, automobile oil, batteries, yard waste, garbage, refuse, water-treatment-plant sludge, concrete or asphalt. Recyclable materials do not include hazardous

waste, except when part of an approved household hazardous waste program, animal waste or sewage sludge.

Recycling facility means a place for the collection or processing of recyclable materials brought from another site. A recycling facility shall not include a disposal facility, junkyard or any yard for the storage or disposal of vehicle parts. A recycling facility shall also not include the incidental collection of recyclable materials within a building, the temporary collection of newspapers or cans for fundraising, or reverse vending machines.

Religious institutions means a church, synagogue, mosque, or other religious organization organized under Minn. Stats. Chapter 315.

Residential care, licensed in-home means an in-home residential facility licensed by the state under 144D which provides primarily nonmedical care to individuals who are in need of personal assistance to manage the activities of daily life or for the protection of the individual.

Residential lot line means the lot line of any property with a residential building on it or any property that the city is planning for residential use on its land use plan.

Residential planned unit development means a residential use that is nontransient, and the primary focus of the development is not service oriented. For example, residential apartments, manufactured home parks, residential condominiums, townhouses, cooperatives, single-dwelling homes and multiple dwellings would meet this definition.

Restaurant means an establishment, where food and drink are prepared and served for human consumption, principally within the establishment or for take-out to be consumed off-premises. This does include drive-in restaurant. A restaurant can include a brewpub where beer brewed on premises is sold in addition to food.

Retail means establishments engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of the goods; examples include, but are not limited to: grocery, liquor, department, variety, clothing, furniture, antique, gift, drug, hardware, and book stores, news shops, photocopying establishments, flower shops, consignment shops and show rooms for retail. Incidental repair of items sold may be provided on site. Pawn shops and auction halls are not considered general retail.

Retail or commercial rental activities means rental of commercial equipment, including but not limited to scaffolding, skid loaders, party tents, and fork lifts.

Road tractor means any motor vehicle designed or used for drawing other vehicles but having no provision for carrying loads independently or any part of the weight of the load it is drawing.

Roominghouse means any single housekeeping unit in which space is rented, less meals, to persons unrelated to the resident manager or property owner, in excess of the definition of family, as defined in this section.

Sacred community means a residential settlement established on or contiguous to the grounds of a religious institution's primary worship location primarily for the purpose of providing permanent housing for chronically homeless persons, extremely low-income persons, and designated volunteers that meet the requirements of Minn. Stats. § 327.30.

Sale or leasing of new or used motor vehicles means an open area, other than a street, used for the display, sale or rental of new or used motor vehicles in operable condition and where no repair work is done.

Scrap, salvage, or junk yard means any area, lot, land, parcel, building or structure, or part thereof, used for the storage, collection, processing, purchase, sale, salvage or disposal of scrap, waste, reclaimable material or debris.

Semipublic use means the use of land by a private, nonprofit organization to provide a public service that is ordinarily open to persons outside the regular constituency of the organization.

Semitrailer means a vehicle of the trailer type so designed and used in conjunction with a truck tractor that a considerable part of its own weight or that of its load rests upon and is carried by the truck tractor and includes a trailer drawn by a truck tractor semitrailer combination.

Setback means the minimum horizontal distance between any part of a structure, sewage treatment system or other facility and an ordinary high-water level, sewage treatment system, top of a bluff, property line or another structure. Setbacks shall not include eaves, gutters, cornices, steps, chimneys or fireplaces projecting not more than two feet from the principal structure.

Sewage treatment system means a septic tank and soil absorption system or other individual or cluster-type sewage treatment system.

Shoreland planned unit development means a planned unit development (PUD) located within the shoreland overlay district. The shoreland PUD is processed as a conditional use permit, as described under article IX, Shoreland Overlay District, and in compliance with Minn. Rules 6120.3800 as may be amended.

Side lot line means the lot lines that connect the front and rear lot lines.

Side yard setback means the distance between any part of a structure and the side property line. The side yard shall not include eaves, gutters, cornices, steps, ramps or chimneys that project no more than two feet into the yard.

Signs mean any letter, word or symbol, device, poster, picture, statuary, reading matter, or representation in the nature of an advertisement, announcement, message or visual constructed, which is displayed to direct the attention of the public for informative or communicative purposes. Such communication located completely within an enclosed building and not exposed to view from a street shall not be considered a sign.

Specialty food or coffee shop means an establishment whose primary business is the sale of a single specialty type of food or beverage that is not considered a complete meal (e.g., candy, coffee, ice cream) for consumption on or off premises. The sale of other food, beverages, or merchandise is incidental to the sale of the specialty food or beverage.

Street line means the dividing line between a lot and the outside boundary of a public street, road or highway legally open or officially plotted by the city, or between a lot and a private street, road or way over which the owners or tenants of two or more lots held in single or separate ownership have the right-of-way.

Structure means any building or appurtenance constructed or built on the ground or attached to the ground. This does not include aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles or other supporting facilities.

Studio or makerspace means an establishment engaged in the sale, loan, or display of visual works of art. Makerspace is defined as an establishment where hand tools, mechanical tools and electronic tools are shared or individually used for the manufacture of artisan finished

products or parts including design, processing, fabrication, assembly, treatment, and packaging of products; as well as the incidental storage, sales and distribution of such products. Typical artisan manufacturing uses include, but are not limited to: electronic goods; food and bakery products in a commercial kitchen; non-alcoholic beverages; printmaking; household appliances; leather products; jewelry and clothing/apparel; metal work; furniture; glass or ceramic production; and paper manufacturing.

Storage and sale of machinery and equipment means the storage and sale of machinery and equipment, including but not limited to trailers, motorcycles, boats, and farm implements.

Storage facility, personal means a building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for self-service storage of personal property.

Storage yard means any lot used for the purposes of keeping, in an unroofed area, of any goods, material, merchandise, or vehicles in the same place for more than twenty-four (24) hours.

Subdivision means the separation of an area, parcel or tract of land into two or more parcels, tracts, lots or long-term leasehold interests for sale, rent or lease.

Supportive commercial uses mean commercial uses that provide services to the primary use, including incidental services, such as restaurants, pharmacies and retail sales which serve primarily the occupants and patrons of the permitted office use, when conducted within the same building.

Trailer means any vehicle designed for carrying property or passengers on its own structure and for being drawn by a motor vehicle, but does not include a trailer drawn by a truck tractor semitrailer combination, or an auxiliary axle on a motor vehicle which carries a portion of the weight of the motor vehicle to which it is attached.

Truck means any motor vehicle designed, used or maintained primarily for the transportation of property or for carrying property other than passengers, except pickup trucks and vans.

Truck tractor means one of the following:

- (1) A motor vehicle designed and used primarily for drawing other vehicles and not constructed to carry a load other than a part of the weight of the vehicle and load drawn; or
- (2) A motor vehicle designed and used primarily for drawing other vehicles used exclusively for transporting motor vehicles or boats and capable of carrying motor vehicles or boats on its own structure.

Trucking yard or terminal means a facility for semitrucks and freight to be temporarily parked or stored (two weeks or less) and transferred from one vehicle or company to another.

Urban farms means large-scale gardening in an urban environment for training or production.

Variance means the same as defined in Minn. Stats. ch. 462.

Vehicle means a device for carrying or conveying persons or property that may be self-propelled or may be propelled, drawn or towed by a self-propelled vehicle.

Warehouse & distribution facility means storage of goods or materials within an enclosed building including packing and crating.

Winery means a processing facility used for the fermenting and processing of fruit juice into wine; or the refermenting of still wine into sparkling wine.

Wholesale business establishments means the selling of goods, equipment and materials by bulk to another business that in turn sells to the final customer.

Yard, front, means the required open space, extending along the street line throughout the full width of the lot, exclusive of overhanging eaves, gutters, cornices, steps and chimneys projecting not more than 18 inches.

Yard, side, means the required open space, extending along the sideline throughout the full depth of the lot, exclusive of overhanging eaves, gutters, cornices, steps and chimneys projecting not more than 18 inches.

Section III. Chapter 44, Section 44-12 is hereby repealed in its entirety and replaced with the following:

Secs. 44-12. *Nonconformities*

- (1) The purpose of this section is to establish regulations for nonconforming lots, buildings, and uses. It is the intent of this section that all nonconformities shall eventually be brought into conformity.
- (2) Any lawful use, substandard lot, or building existing at the effective date of any section of this chapter may be continued at the size and in the existing manner of operation, as specified in this section.
- (3) Nonconforming uses.
 - a. If a nonconforming use of a building or land is voluntarily abandoned and ceases for a continuous period of one year or more, subsequent use of such building or land shall be in conformity with this chapter.
 - b. Whenever a nonconforming use of a building or land has been changed to a conforming use, such use shall not thereafter be changed to a nonconforming use.
 - c. No nonconforming use shall be extended to displace a conforming use.
 - d. The city council may permit, through the issuance of a conditional use permit, as provided in article V of this chapter, the extension of a nonconforming use throughout those parts of a building which were manifestly designed or arranged for such use prior to the date when such use of such building became nonconforming, if no structural alteration, except those required by law, are made.
 - e. The substitution of one nonconforming use for another nonconforming use may be permitted by the city council by conditional use permit, as provided in article V of this chapter, provided that such nonconforming use is determined by the city council to be of the same or more restrictive nature as the original nonconforming use. Whenever a nonconforming use of a building or land has been changed to a use of a more restrictive classification or to a conforming use, such use shall not thereafter be changed to a use of a less restricted classification.
- (4) Nonconforming building or structures.
 - a. Unless otherwise allowed by this section, normal maintenance and alterations of a nonconforming building or structure is only permitted as long as there is no

expansion to the foundation and/or building volume; the building capacity is not increased; and the nonconformity of the use is not increased. Alterations to improve the livability of nonconforming residential units is allowed provided that it does not increase the number of dwelling units, size of building, or volume of building.

- b. No nonconforming building or structure shall be moved to any other part of the parcel or to another lot unless the movement shall bring the nonconforming building or structure into compliance with the requirements of this chapter.
 - c. If a nonconforming building, structure, or use is destroyed by fire or other peril to the extent of greater than 50 percent of its market value and no building permit has been applied for within 180 days from the date the building or structure was damaged, subsequent use of such building or land shall be brought into conformity with the chapter. The city may impose reasonable conditions upon a building permit sought in order to maintain a damaged nonconforming building, structure, or use in order to mitigate any newly created impact upon adjacent property.
 - d. A property owner or developer may expand a nonconforming structure or parking lot if the structure or parking lot meets the following conditions:
 - i. The zoning regulations permit the use.
 - ii. The expansion would meet the minimum setbacks required by this chapter or the setbacks of the existing structure, whichever is less. The expansion shall not exceed the maximum height required by this chapter or the existing height, whichever is taller. To deviate from these requirements, the city may approve a conditional use permit, subject to the standards in this Code.
 - iii. The minimum setback from the ordinary high-water level in a shoreland district would be at least the average setback of adjacent residential structures or 50 feet, whichever is greater.
 - iv. All portions of the structure would be on the applicant's property.
 - v. Runoff from the overhang of the addition would not adversely affect an adjacent property.
- (5) Nonconforming lots.
- a. The city shall allow construction on nonconforming lots that do not meet the size, width, frontage, or depth standards if the lots meet the following requirements:
 - i. Since becoming substandard, the lots have always been in separate ownership from abutting lands.
 - ii. The lots were of record in the county recorder's office on the effective date of the ordinance from which this section derives.
 - iii. There is no evidence that the lots did not meet the official controls in effect when the city approved the lots.
 - iv. Any sewage treatment system meets the requirements of this Code.
 - v. The zoning regulations would permit the use.

Section IV. Chapter 44, Section 44-17 is hereby repealed in its entirety and replaced with the following:

Secs. 44-17. Off-street parking.

- (1) The following uses shall provide additional off-street parking spaces as indicated in Table 44-17-1, unless otherwise authorized by the city council.

Table 44-17-1 Off-Street Parking Requirements

Use	Minimum Spaces Required
Residential	
Household Living	
Single-family dwelling, double dwelling (duplex), or manufactured home	Two
Townhouse or apartment dwelling (including age-restricted apartments)	Two per unit. One space must be enclosed
Assisted living facility	One space for every three client rooms
Continuing care, long-term, or transitional care facility	One space for every five beds
Residential care facility	One space for every three client rooms
Lodging	
Hotel or motel	One space for each rental room or suite. Additional facilities shall be calculated according to the table and added to the total (restaurant, assembly hall, etc.)
Public & Institutional	
Adult day or child care center	One space for each employee on the maximum work shift, plus one off-street loading space for every six to ten students
School	One space for every 20 auditorium seats
Commercial	
Food, Beverage, & Indoor Entertainment	
Restaurant	One space for every four seats allowed per maximum building occupancy
Theater, auditorium, religious institution, or other place of public assemblage	One space for every four persons allowed per maximum building occupancy

Use	Minimum Spaces Required
Shopping centers having enclosed, nonleasable common areas	One space for every 250 square feet of floor area. If more than 50% of building is a food or beverage use, the square footage must be calculated for each individual use
Miscellaneous Commercial	
Commercial, office, or recreational building use	One space for every 200 square feet of floor area
Motor fuel stations	Four spaces, plus three additional spaces for each service stall. If there is a convenience store or restaurant associated with the fuel station, additional parking shall be provided based on the use
Motor vehicle repair	Two spaces for each service stall, one space for each employee, and one space for each business vehicle stored on the site
Automobile sales, leasing, and rental	One space for each 500 square feet of gross indoor display area. This off-street parking shall be in addition to automobile display areas
Industrial	
Manufacturing and warehouse establishments	One space for every 750 square feet of manufacturing floor area and one space for every 1,250 square feet of warehousing floor area

- (2) Existing off-street parking facilities shall not be reduced below the requirements of this subsection. If the use being served by an off-street parking facility change and the demand for off-street parking increases, the city council may require additional parking spaces.
- (3) All parking spaces shall have proper access from a street or alley and shall be located on or near the lot on which such use is situated. In cases where off-street parking facilities are permitted on land other than the same lot as the principal use, such facilities shall be in the same possession as the lot occupied by the use to which the parking facilities are necessary or a written agreement/easement between property owners is recorded with Ramsey County.
- (4) When the parking requirement of a use is not specifically identified in Table 44-17-1, the parking space requirements for a use which is similar shall apply as determined by the community development director. If no similar use is listed, the community development director shall determine the parking space requirements based upon other available references or qualified sources of information to adequately determine parking demand.

- (5) Two (2) or more uses may provide required off-street parking spaces in a common parking facility less than the sum of the spaces required for each use individually, provided such uses are not operated during the same hours. The following conditions must be met for any shared parking use:
- a. The proposed shared parking space is within 500 feet of the use(s) it will serve.
 - b. The applicant will show that there is no substantial conflict in the principal operating hours of the two (2) uses for which shared use of off-street parking facilities is proposed.
 - c. A properly drawn legal instrument approved by the City Council, executed by the parties concerned, for shared use of off-street parking facilities shall be filed with the City Clerk. Said instrument may be a three (3) party agreement, including the City and all private parties involved. Such instrument shall first be approved by the City Attorney.
- (6) The following standards shall apply to off-street parking for single-unit and double (duplex) residential properties in the RE-40, RE-30, RE-20, F, R-1, R-1S, and R-2 zoning districts:
- a. Vehicle parking in the front yard setback area (the area between the front of the residential structure and the street right-of-way line) of single-unit and double (duplex) residences shall only be on a hard-surface driveway or on improved and designated parking areas. Such a hard surface shall include bituminous, concrete, brick, gravel or crushed rock or another hard surface approved by city staff.
 - b. The city prohibits vehicle parking or storage in the front yard on grass, unimproved areas or areas without a hard surface.
 - c. Driveways and parking areas shall be at least five feet from a side property line, and parking areas shall not be in the street right-of-way or on other public property.
 - d. No owner or operator shall park a vehicle that would block a sidewalk.
 - e. All vehicles parked or stored outside on a residential property shall not be abandoned, as defined in Section 18-67, shall have a current license and registration and shall be in operable condition. Also see Sections 18-67 and 18-68.
 - f. The total area in the front yard setback area of a single-unit dwelling lot improved for parking and driveway purposes shall not exceed 40 percent of the front yard setback area. The total area in the front yard setback area of a double (duplex) dwelling lot improved for parking and driveway purposes shall not exceed 50 percent of the front yard setback area.
 - g. The city may approve an increase in front yard driveway coverage, a different driveway setback or a different driveway surface for a single-unit or double (duplex) dwelling by administrative review of minor construction plans as outlined in Section 2-285. The city may approve an increase in front yard driveway coverage, a different driveway setback or a different driveway surface where such approval would meet the standards required by code for unique circumstances and where the above standards do not fit or where they would create a hardship for the property owner. As part of such an approval, the city may require the property owner or applicant to add screening next to or around

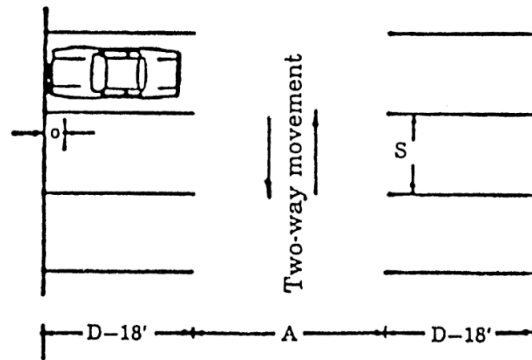
the parking area or driveway. The city may require such screening to help hide the parking area and vehicles from the view of adjacent residential properties or from the view from the public street. The property owner or applicant may use a privacy fence, additional landscaping or other means to meet the screening requirement. City staff shall approve and inspect all such screening.

- (7) Parking lots in all districts shall meet the following:
 - a. Parking lots shall be designed to meet the minimum standards of Table 44-17-2 Parking Space Dimensions and Figure 44-17-A based on the following definitions:
 - i. Customer, high turnover uses shall include shopping centers, retail sales, fast food restaurants, convenience centers and similar uses.
 - ii. Customer, low turnover uses shall include offices, industrial schools, churches, research, multiple dwellings, motels, sit-down restaurants and similar uses. Any questions on defining these uses shall be referred to the community design review board for a decision.
 - iii. Employee parking with reduced stall widths must be signed for employee parking only.
 - iv. Parking stall lengths may be reduced by 2.5 feet for 90-degree parking and two feet for angle parking where the parking space abuts a curb, sidewalk or landscaped area. All overhang (o) areas shall be a hard surface or crushed rock.

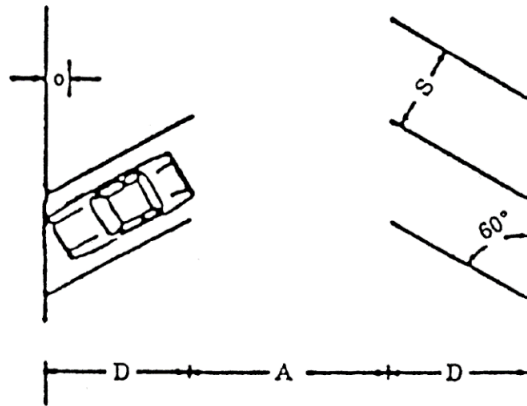
Table 44-17-2 Parking Space Dimensions

Use	S Stall Width (feet)	D Stall Length (feet)	A Aisle Width (feet)
Ninety-degree parking			
Customer, high turnover	10	18	24
Customer, low turnover	9.5	18	24
Sixty-degree parking			
Customer, high turnover	10	15.6	22
Customer, low turnover	9.5	15.6	22
Employee only	9.0	15.6	22
Forty-five-degree parking			
Customer, high turnover	10	12.6	22.6
Customer, low turnover	9.5	12.6	22.6
Employee only	9.0	12.6	22.6
Parallel parking			
All	8.0	21.0	22

Illustration 44-17-A



90° Parking

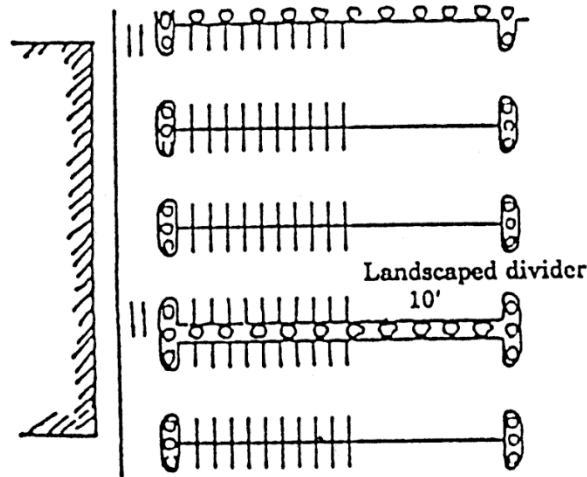


60° and 45° Parking

- b. In shopping centers and other large developments, exterior parking closest to the building shall be oriented with the parking drives perpendicular to the building face whenever practicable.
- c. Parking stalls shall not be allowed in front of a building entrance if there is no sidewalk in front of the building entrance.
- d. All parking lots shall have continuous concrete curbing surrounding the exterior perimeter of the parking lot and drives.
 - i. Park parking lots, that are not used in the winter, and parking lots having 12 spaces or less are exempt from this requirement, unless required by the city engineer for drainage control.
 - ii. The community design review board may waive the curbing requirement when the city engineer has determined that sheet drainage over ground would improve stormwater quality. The community design review board may allow continuous bituminous curbing temporarily on a case-by-case basis, subject to the following conditions:
 - 1. Bituminous curbing may be permitted for phased or staged developments where an adjacent future development phase would be built that would result in the removal of the curbing.

2. Bituminous curbing shall not be allowed for more than three years from the time of installation, at which time it must be removed due to the construction of a future phase of development or simply replaced with permanent continuous concrete curbing.
 3. Bituminous curbing shall not be permitted if the city engineer requires concrete curbing for drainage control.
 4. Bituminous curbing that becomes damaged shall be repaired immediately or as soon as the weather permits.
 5. The city may require that the developer provide escrow to cover the replacement of the bituminous curbing with concrete curbing.
- e. All parking lots and associated driveways shall have a surface of bituminous material or concrete and striped parking spaces.
- i. The city council may permit the alternative parking method of reinforced-turf parking when it would meet the following criteria:
 1. When the need for overflow parking is infrequent or limited to occasional parking events.
 2. Where there is already hard-surfaced parking that provides for handicap-accessible parking needs.
 3. Where the turf parking lot would meet setback and screening requirements.
 4. Where the parking need is seasonal (non-winter) so snow plowing is not needed.
 5. Where there would be an environmental benefit due to stormwater management or meeting shoreland/wetland/floodplain ordinance impact needs.
 6. Where the turf-parking plan meets the approval of the city engineer from the standpoint of using proven construction materials engineered for durability and aesthetics.
 7. Where the turf-parking plan meets the approval of the police and fire chief from the standpoint of meeting public safety requirements.
 - ii. This parking surface alternative shall not apply to single-unit and double (duplex) dwelling residential properties which are governed under subsection 44-17(6).
- f. The city may require a ten-foot-wide planter or median strip every three or four parking bays to prevent high speed movement diagonally across the parking lot and to improve esthetics. Refer to Illustration 44-17-B:

Illustration 44-17-B



- g. All parking lots shall be continually and properly maintained.

Section V. Chapter 44, Section 44-20 (c) is hereby amended to read as follows; the remaining subsections are renumbered subsequently after the deletion of the current Sections 44-20(c)(1)b.4 and 44-20(c)(1)e. (Additions are underlined and deletions are stricken).

Sec. 44-20. Additional design standards.

- (c) The developer of any project, other than single or double (duplex) dwellings, shall do the following:

- b. *Definitions.* The following words, terms and phrases, when used in this subsection, shall have the meanings ascribed, except where the context clearly indicates a different meaning:

~~4. Grandfathered luminaires means luminaires not conforming to this subsection that were in place at the time the ordinance from which this subsection derives took effect.~~

54. *Lamp* means the component of a luminaire that produces the actual light.

~~e. Grandfathering of nonconforming luminaires. Luminaires lawfully in place before the effective date of the ordinance from which this subsection derives shall be allowed to remain. Such luminaires, however, are not exempt from complying with the outdoor-lighting ordinance that was in effect at the time of their installation. If fixtures are~~

~~replaced as part of any construction requiring a building permit, the fixture shall be upgraded to meet the requirements of this subsection.~~

~~f~~e. *Light pole height maximum.* The maximum height allowed for light poles shall be 25 feet as measured from the grade at the base of the light pole to the uppermost part of the luminaire. Taller light poles may be installed to replace existing poles that exceed 25 feet and for athletic field or recreational lighting. The community design review board may allow taller light poles as part of a design review for nonresidential development, based on appropriateness for a specific proposal. Staff may review lighting plans under the "minor construction" provisions of section 2-285.

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

Approved by the City Council of the City of Maplewood on December 11, 2023.

Signed:

Marylee Abrams, Mayor

Date

Attest:

Andrea Sindt, City Clerk

Date

ORDINANCE NO. _____

An Ordinance Amending Chapter 44 of the Zoning Code, Article II. District Regulations

The City Council of Maplewood ordains as follows:

Section I. Chapter 44, Article II. District regulations is hereby repealed in its entirety and replaced with the following:

ARTICLE II. DISTRICT REGULATIONS

DIVISION 1. USE TABLES FOR ALL DISTRICTS

Secs. 44-46. Principal Use Table

Table 44-46-1 lists land uses and indicates whether they are permitted, permitted with standards, conditional, or prohibited. The table also includes references to whether additional use specific standards are applicable to that use. The following definitions shall be referenced when using Table 44-46-1:

- a. Permitted Uses – a “P” in a cell of the use table indicates that the land use is allowed by right in the base zoning district.
- b. Permitted with Standards Uses – a “PS” in a cell of the use table indicates that the land use is allowed when standards identified in Division 19 Use-Specific Standards are met. Uses permitted with standards are also subject to all other applicable requirements of Chapter 44 Zoning. Any request to vary from the standards set forth for a Permitted with Standards Use shall be processed as a Variance.
- c. Conditional Uses – a “CUP” in a cell of the use table indicates that the land use is allowed in the base zoning district only upon approval of a Conditional Use Permit as described in Article V- Conditional Use Permits and in compliance with any use-specific standards identified in Division 19 Use-Specific Standards. Uses subject to a Conditional Use Permit are also subject to all other applicable requirements in the City Code.
- d. Prohibited Uses – a blank cell in the use table indicates that the land use is prohibited in that base zoning district.

Table 44-46-1 Principal Use Table

P=Permitted PS=Permitted with Standards CUP=Conditional Use Permit Blank=Prohibited

Use Type	Agriculture		Residential									Use Specific Standard	
	OSP	F	R-E	R-1R	R-1S	R-1	R-2	R-3A	R-3B	R-3C	R-3		
Residential													
Household Living													
Dwelling, single-unit		P	P	P	P	P	P						See Division 19 of Chapter 44
Dwelling, double (duplex)							P	P	P	P	P		See Division 19 of Chapter 44
Dwelling, townhouse										P			
Dwelling, apartment								P	P	P	P		
Live-work unit													See Division 19 of Chapter 44

Use Type	Agriculture		Residential									Use Specific Standard	
	OSP	F	R-E	R-1R	R-1S	R-1	R-2	R-3A	R-3B	R-3C	R-3		
Dwelling, apartment mixed use													
Manufactured home		PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 19 of Chapter 44
Manufactured home park		CUP					CUP	CUP	CUP	CUP	CUP		
Group Living													
Assisted living facility								CUP	CUP	CUP	CUP		
Continuing care facility								CUP	CUP	CUP	CUP		
Long-term or transitional care facility								CUP	CUP	CUP	CUP		
Residential care, licensed in-home (6 or fewer)		P	P	P	P	P	P	P	P	P	P		
Residential care, licensed in-home (7 or more)		CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
Lodging													
Bed and breakfast													See Division 19 of Chapter 44
Boardinghouse, roominghouse, or lodginghouse								CUP	CUP	CUP	CUP		
Hotel or motel													
Short-term vacation rental	P	P	P	P	P	P	P	P	P	P	P		
Public, Social & Institutional													
Adult day or child care center													
Club, lodge or hall													
Cemetery, crematory, or mausoleum	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
Clinic, medical, dental, or health related													
Funeral home or mortuary													
Religious institution	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
Private school, day care center or community service use	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
Public and quasipublic uses appropriate to the district, such as hospitals; and professional, business and technical schools.	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
School	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
Commercial													
Food, Beverage, & Indoor Entertainment													
Adult uses and sexually oriented businesses													
Health/sports club													
Indoor organized athletic activities, such as dance, physical fitness or karate													
Indoor theater													
On-sale liquor													
Place of amusement, recreation or assembly, other than an indoor theater, indoor athletic activity or itinerant carnival													

Use Type	Agriculture		Residential									Use Specific Standard
	OSP	F	R-E	R-1R	R-1S	R-1	R-2	R-3A	R-3B	R-3C	R-3	
Restaurant												
Specialty food or coffee shop												
Retail Sales and Services												
Animal boarding, shelter, or daycare center												
Animal veterinary clinic												See Division 19 of Chapter 44
Currency exchange business												See Division 19 of Chapter 44
Financial institution												
Motor vehicle accessory installation center												
Motor vehicle maintenance garage												See Division 19 of Chapter 44
Motor vehicle major motor fuel station												See Division 19 of Chapter 44
Motor vehicle minor motor fuel station												See Division 19 of Chapter 44
Motor vehicle wash												See Division 19 of Chapter 44
Personal service												
Pawnbroker												See Division 19 of Chapter 44
Repair shop, except motor fuel stations or maintenance garages												See Division 19 of Chapter 44
Small appliance and electronic component or equipment repair												
Retail												
Retail firearms sales												See Division 19 of Chapter 44
Retail or commercial rental activities												
Sale or leasing of new or used motor vehicles												See Division 19 of Chapter 44
Storage or rental of motor vehicles												
Studio or makerspace												
Business & Technical Services												
Medical and dental laboratories, not including the manufacture of pharmaceutical or other products for general sales and distribution.												
Office												
Publishing or printing establishment												
Industrial												
Brewery, winery, distillery												
Carpet and rug cleaning												
CNG (compressed natural gas) or LPG (liquid petroleum gas) dispensing facilities												

Use Type	Agriculture		Residential									Use Specific Standard
	OSP	F	R-E	R-1R	R-1S	R-1	R-2	R-3A	R-3B	R-3C	R-3	
Contractor shop and yard												
Incinerator												
Laboratory, research, experimental, or testing												
Manufacturing, light												See Division 19 of Chapter 44
Manufacturing, heavy												
Mining												See Division 19 of Chapter 44
Processing and distributing station for beverages												
Processing of rags or junk when enclosed within a building												
Recycling facility												See Division 19 of Chapter 44
Scrap, salvage, or junk yard												
Storage and sale of machinery and equipment												
Storage facility, personal												
Storage yard												
Wood pulp and fiber reduction and processing												
Trucking yard or terminal												
Warehouse & distribution facility												
Wholesale business establishments												
Agriculture, Recreation & Open Space												
Commercial farming or gardening		P		CUP								
Commercial greenhouses or nurseries		P										
Community and market garden, more than 1 acre in size	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See Division 9 of Article V of Chapter 18
Community and market garden, under 1 acre in size	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 9 of Article V of Chapter 18
Golf courses		CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Livestock raising and handling		CUP										
Public open space and park lands	P											
Public parks and playgrounds	P	P	P	P	P	P	P	P	P	P	P	
Utilities & Transportation												
Antennas and towers	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See Article XI of Chapter 44
Heliport												
Public and private utilities (see CUP section)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	

Use Type	Agriculture		Residential									Use Specific Standard
	OSP	F	R-E	R-1R	R-1S	R-1	R-2	R-3A	R-3B	R-3C	R-3	
Off-street parking	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Parking lot												
Use Type	Mixed Use		Commercial						Industrial		Use Specific Standard	
	MU	NE	NC	CO	BC	LBC	BC (M)	SC	M-1	M-2		
Residential												
Household Living												
Dwelling, single-unit	PS				PS				PS	PS	See Division 19 of Chapter 44	
Dwelling, double (duplex)	PS				CUP		CUP		CUP		See Division 19 of Chapter 44	
Dwelling, townhouse		P										
Dwelling, apartment	P	P			CUP		CUP					
Live-work unit	CUP	P			P				P	P	See Division 19 of Chapter 44	
Dwelling, apartment mixed use	P	P										
Manufactured home					CUP		PS				See Division 19 of Chapter 44	
Manufactured home park		CUP			CUP		CUP					
Group Living												
Assisted living facility	CUP	P										
Continuing care facility	CUP	P										
Long-term or transitional care facility		P										
Residential care, licensed in-home (6 or fewer)	P	P	P	P	P	P	P	P	P	P		
Residential care, licensed in-home (7 or more)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
Lodging												
Bed and breakfast	PS/CUP										See Division 19 of Chapter 44	
Boardinghouse, roominghouse, or lodginghouse												
Hotel or motel		P			P		P		P	P		
Short-term vacation rental	P	P	P	P	P	P	P	P				
Public, Social & Institutional												
Adult day or child care center	P	P	P		p	P	P	P	P	P		
Club, lodge or hall	P	P	CUP	CUP	P		CUP		P	P		
Cemetery, crematory, or mausoleum	CUP		CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
Clinic, medical, dental, or health related	P	P	P	P	P	P	P		P	P		
Funeral home or mortuary					P		P		P	P		
Religious institution	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
Private school, day care center or community service use	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		

Use Type	Mixed Use		Commercial						Industrial		Use Specific Standard
	MU	NE	NC	CO	BC	LBC	BC (M)	SC	M-1	M-2	
Public and quasipublic uses appropriate to the district, such as hospitals; and professional, business and technical schools.	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
School	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	P	CUP	
Commercial											
Food, Beverage, & Indoor Entertainment											
Adult uses and sexually oriented businesses					P				P		
Health/sports club	P	P									
Indoor organized athletic activities, such as dance, physical fitness or karate	P	P			P		P	P	P	P	
Indoor theater	P	P			P		P	P	P	P	
On-sale liquor	P	P			P		CUP		P	P	
Place of amusement, recreation or assembly, other than an indoor theater, indoor athletic activity or itinerant carnival	P				CUP		CUP	CUP	CUP	CUP	
Restaurant	P	P	CUP	CUP	P		CUP		P	P	
Specialty food or coffee shop	P	P	P		P		P	P	P	P	
Retail Sales and Services											
Animal boarding, shelter, or daycare center	CUP	CUP			P		P	P	P	P	
Animal veterinary clinic	PS	PS	PS		P		P		P	P	See Division 19 of Chapter 44
Currency exchange business					CUP				CUP	CUP	See Division 19 of Chapter 44
Financial institution	P	P		P	P		P		P	P	
Motor vehicle accessory installation center					P		P	P	P	P	
Motor vehicle maintenance garage					CUP				CUP	CUP	See Division 19 of Chapter 44
Motor vehicle major motor fuel station					CUP				CUP	CUP	See Division 19 of Chapter 44
Motor vehicle minor motor fuel station	CUP	CUP			CUP		CUP		CUP	CUP	See Division 19 of Chapter 44
Motor vehicle wash					CUP				CUP	CUP	See Division 19 of Chapter 44
Personal service	P	P			P		P		P	P	
Pawnbroker					CUP				CUP	CUP	See Division 19 of Chapter 44
Repair shop, except motor fuel stations or maintenance garages			PS		PS		P	P	P	P	See Division 19 of Chapter 44
Small appliance and electronic component or equipment repair	P	P									
Retail	P	P	P		P	P	P	P			
Retail firearms sales					CUP				CUP	CUP	See Division 19 of Chapter 44
Retail or commercial rental activities					P		P	P			
Sale or leasing of new or used motor vehicles					PS				PS	PS	See Division 19 of Chapter 44

Use Type	Mixed Use		Commercial						Industrial		Use Specific Standard
	MU	NE	NC	CO	BC	LBC	BC (M)	SC	M-1	M-2	
Storage or rental of motor vehicles					CUP				CUP	CUP	
Studio or makerspace	CUP	P	P		P		P	P	P	P	
Business & Technical Services											
Medical and dental laboratories, not including the manufacture of pharmaceutical or other products for general sales and distribution.				CUP							
Office	P	P		P	P	P	P		P	P	
Publishing or printing establishment	PS		P		P		P	P	P	P	
Industrial											
Brewery, winery, distillery	CUP	CUP			P			P	P	P	
Carpet and rug cleaning									P	P	
CNG (compressed natural gas) or LPG (liquid petroleum gas) dispensing facilities					PS				P	P	
Contractor shop and yard									P	P	
Incinerator										CUP	
Laboratory, research, experimental, or testing									P	P	
Manufacturing, light	CUP								P	P	See Division 19 of Chapter 44
Manufacturing, heavy										CUP	
Mining					CUP				CUP	CUP	See Division 19 of Chapter 44
Processing and distributing station for beverages					CUP				P	P	
Processing of rags or junk when enclosed within a building										CUP	
Recycling facility					CUP				CUP	CUP	See Division 19 of Chapter 44
Scrap, salvage, or junk yard									CUP	CUP	
Storage and sale of machinery and equipment									P	P	
Storage facility, personal					CUP				CUP	CUP	
Storage yard					CUP				CUP	CUP	
Wood pulp and fiber reduction and processing										CUP	
Trucking yard or terminal									CUP	CUP	
Warehouse & distribution facility									P	P	
Wholesale business establishments									P	P	
Agriculture, Recreation & Open Space											
Commercial farming or gardening											
Commercial greenhouses or nurseries											

Use Type	Mixed Use		Commercial						Industrial		Use Specific Standard	
	MU	NE	NC	CO	BC	LBC	BC (M)	SC	M-1	M-2		
Community and market garden, more than 1 acre in size	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See Division 9 of Article V of Chapter 18
Community and market garden, under 1 acre in size	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 9 of Article V of Chapter 18
Golf courses												
Livestock raising and handling												
Public open space and park lands												
Public parks and playgrounds		P						CUP				
Utilities & Transportation												
Antennas and towers	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See Article XI of Chapter 44
Heliport											CUP	
Public and private utilities (see CUP section)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Off-street parking	CUP	CUP										
Parking lot					P					P	P	

Secs. 44-47. Accessory Use Table

Table 44-47-1 lists accessory uses and indicates whether they are permitted or permitted with standards. The table also includes references to whether additional use specific standards are applicable to that use. The following definitions shall be referenced when using Table 44-47-1.

- a. Permitted Uses – a “P” in a cell of the use table indicates that the accessory land use is allowed by right in the base zoning district.
- b. Permitted with Standards Use – a “PS” in a cell of the use table indicates that the accessory land use is allowed when standards identified in Division 19 Use-Specific Standards are met. Uses permitted with standards are also subject to all other applicable requirements of the City Code.
- c. Conditional Uses – a “CUP” in a cell of the use table indicates that the land use is allowed in the base zoning district only upon approval of a Conditional Use Permit as described in Article V- Conditional Use Permits and in compliance with any use-specific standards identified in Division 19 Use-Specific Standards. Uses subject to a Conditional Use Permit are also subject to all other applicable requirements in the City Code.
- d. Prohibited Uses – a blank cell in the use table indicates that the accessory land use is prohibited in that base zoning district.

Table 44-47-1 Accessory Use Table

P=Permitted PS=Permitted with Standards CUP=Conditional Use Permit Blank=Prohibited

Use Type	Agriculture		Residential									Use Specific Standards	
	OSP	F	R-E	R-1R	R-1S	R-1	R-2	R-3A	R-3B	R-3C	R-3		
Accessory building		P	P	P	P	P	P	P	P	P	P	P	See Division 19 of Chapter 44

Use Type	Agriculture		Residential									Use Specific Standards
	OSP	F	R-E	R-1R	R-1S	R-1	R-2	R-3A	R-3B	R-3C	R-3	
Accessory dwelling unit (ADU)			P	P	P	P	P					See Division 19 of Chapter 44
Adult use												See Article III of Chapter 14
Antennas and towers	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See Article XI of Chapter 44
Beekeeping	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Article XI of Chapter 10
Cemetery, crematory, or mausoleum	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Community or market garden, more than 1 acre in size	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See Division 9 of Article V of Chapter 18
Community or market garden, under 1 acre in size	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 9 of Article V of Chapter 18
Day care, family		P	P	P	P	P	P	PS	PS	PS	PS	See Division 19 of Chapter 44
Direct to consumer sales, less than 4 (four) months)												See Division 19 of Chapter 44
Direct to consumer sales, more than 4 (four) months)												See Division 19 of Chapter 44
Drive-up food or beverage window, drive-through sales and service												
Exterior storage, display, sale or distribution of goods or materials												
Helistop	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Home garden		P	P	P	P	P	P	P	P	P	P	
Home occupation		PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 2 of Chapter 14
Itinerant carnivals												See Chapter 8 of Article IV of Chapter 18
Landscape business		CUP										See Division 19 of Chapter 44
Metal storage buildings		PS		CUP								See Section 12-5
Public passenger transportation terminal (bus stop, transit station)												
Sacred community	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 19 of Chapter 44
Signs	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Article III of Chapter 44
Solar Energy Systems	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 5 of Article V of Chapter 18
Stands for the sale of agricultural products produced on the premises		P		CUP								
Storage or parking of heavy commercial vehicles or commercial equipment or more than one light commercial vehicle						CUP						
Supportive commercial uses								PS	PS	PS	PS	See Division 19 of Chapter 44
Wind Energy Conversion System, Large							CUP	CUP	CUP	CUP	CUP	See Division 5 of Article V of Chapter 18

Use Type	Agriculture		Residential									Use Specific Standards
	OSP	F	R-E	R-1R	R-1S	R-1	R-2	R-3A	R-3B	R-3C	R-3	
Wind Energy Conversion System, Small (ground mounted)							PS	PS	PS	PS	PS	See Division 5 of Article V of Chapter 18
Wind Energy Conversion System, Small (roof mounted)	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 5 of Article V of Chapter 18
Use Type	Mixed Use		Commercial						Industrial		Use Specific Standards	
	MU	NE	NC	CO	BC	LBC	BC (M)	SC	M-1	M-2		
Accessory building					CUP		P		CUP	CUP		See Division 19 of Chapter 44
Accessory dwelling unit (ADU)	P											See Division 19 of Chapter 44
Adult use					PS			PS	PS	PS		See Article III of Chapter 14
Antennas and towers	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See Article XI of Chapter 44
Beekeeping	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Article XI of Chapter 10
Cemetery, crematory, or mausoleum	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Community or market garden, more than 1 acre in size	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See Division 9 of Article V of Chapter 18
Community or market garden, under 1 acre in size	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 9 of Article V of Chapter 18
Day care, family	P				P							See Division 19 of Chapter 44
Direct to consumer sales, less than 4 (four) months)	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 19 of Chapter 44
Direct to consumer sales, more than 4 (four) months)	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 19 of Chapter 44
Drive-up food or beverage window, drive-through sales and service	CUP	P	CUP	CUP	P		CUP		P	P		
Exterior storage, display, sale or distribution of goods or materials	P							CUP				
Helistop	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Home garden							CUP					
Home occupation					CUP		CUP					See Division 2 of Chapter 14
Itinerant carnivals					PS		PS	PS	PS	PS	PS	See Chapter 8 of Article IV of Chapter 18
Landscape business												See Division 19 of Chapter 44
Metal storage buildings					CUP				PS	PS		See Section 12-5
Public passenger transportation terminal (bus stop, transit station)		P	CUP									
Sacred community	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 19 of Chapter 44
Signs	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Article III of Chapter 44
Solar Energy Systems	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 5 of Article V of Chapter 18
Stands for the sale of agricultural products produced on the premises												

Use Type	Mixed Use		Commercial						Industrial		Use Specific Standards
	MU	NE	NC	CO	BC	LBC	BC (M)	SC	M-1	M-2	
Storage or parking of heavy commercial vehicles or commercial equipment or more than one light commercial vehicle											
Supportive commercial uses				PS						PS	See Division 19 of Chapter 44
Wind Energy Conversion System, Large	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See Division 5 of Article V of Chapter 18
Wind Energy Conversion System, Small (ground mounted)	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 5 of Article V of Chapter 18
Wind Energy Conversion System, Small (roof mounted)	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	See Division 5 of Article V of Chapter 18

Secs. 44-48—44-50. Reserved.

DIVISION 2. OSP OPEN SPACE AND PARKS DISTRICT

Secs. 44-51. Purpose and intent.

The OSP open space and parks district is designed to be a public park and open space district. Public parks and open space may be owned or operated by Maplewood, Ramsey County or any other public body. All improvements within these districts must be consistent with the Maplewood Comprehensive Land Use Plan.

Secs. 44-52. Development guidelines.

Improvements and structures within open space lands and public parks with recreational facilities and structures shall be consistent with the Maplewood Comprehensive Land Use Plan and developed in conformance with the site development requirements stipulated in the Maplewood Zoning Ordinance.

Secs. 44-53—44-60. Reserved.

DIVISION 3. F FARM RESIDENCE DISTRICT

Secs. 44-61. Purpose and intent.

- (1) The F farm residence district is intended to implement the Maplewood Comprehensive Land Use Plan and provide areas that offer a rural residential setting with opportunities for agricultural uses.
- (2) The standards of the R-1, residence district (single dwelling) shall apply to principal and accessory uses in the F, farm residence district unless otherwise specified.

Secs. 44-62—44-70. Reserved.

DIVISION 4. R-1 RESIDENCE DISTRICT (SINGLE DWELLING)

Secs. 44-71. Purpose and intent.

The purpose of the R-1, residence district (single dwelling), is to provide for single unit detached dwelling units and directly related complementary uses.

Secs. 44-72. Minimum foundation areas; room requirements.

The foundation area for any single unit dwelling in the R-1 residence district shall not be less than the following:

- a. A one-story dwelling, 950 square feet.
- b. A 1½-story dwelling, 720 square feet.
- c. A bilevel dwelling, 816 square feet.
- d. A trilevel dwelling, 765 square feet.
- e. A two-story dwelling, 528 square feet.

Room size and number shall be consistent with Uniform Building Code standards.

Secs. 44-73. Height of buildings.

No single unit dwelling in the R-1 residence district shall exceed a height of 35 feet, unless the city council approves a conditional use permit.

Secs. 44-74. Lot dimensions.

The minimum lot area in the R-1 residence district shall be 10,000 square feet. The minimum lot width at the building setback line shall be 75 feet, except that interior lots of record that are 60 feet wide or greater may be allowed by a conditional use permit provided that:

- a. The findings required by code for a conditional use permit can be met.
- b. There are at least two developed lots of record with the same or less width than proposed, within 350 feet of the site on the street. Larger minimum side yard setbacks may be required to balance the separation between adjacent structures.

Secs. 44-75. Front yards.

Each dwelling and accessory structure in the R-1 residence district shall have a front yard setback of at least 30 feet, but not more than 35 feet, except that:

- a. If each of the lots next to an interior lot have dwellings, the minimum setback shall be the setback of the adjacent dwelling closest to the street. The maximum setback shall be the setback of the adjacent dwelling farthest from the street.
- b. If subsection (a) of this section does not apply and there is a predominant setback, a dwelling shall be no further forward and no more than five feet to the rear of the predominant setback.
- c. Regardless of subsection (a) or (b) of this section, if the council has approved a setback waiver for a development, these setbacks shall apply. Approval of a preliminary plat with building pads does not constitute approval of setbacks.
- d. Regardless of subsection (a), (b), or (c) of this section, homeowners may add on to their homes using the existing setback.
- e. The director of community development may administratively allow a different setback if it would not adversely affect the drainage of surrounding properties and if any of the following conditions apply:
 - i. The proposed setback would not affect the privacy of adjacent homes.
 - ii. The proposed setback would save significant natural features as identified in Article V Environment and Natural Resources.
 - iii. The proposed setback is necessary to meet city, state or federal regulations, such as the pipeline setback or noise regulations.

- iv. The proposed setback is necessary for energy-saving, health or safety reasons.

Secs. 44-76. Side yards.

- (1) In the R-1 residence district, there shall be a side yard setback of at least ten feet to any covered part of a dwelling. There shall be a side yard setback of at least five feet to a garage, uncovered structure, or a detached accessory structure. The following exceptions shall apply:
 - a. The front yard setback requirements shall apply to the side yard on the street side of a corner lot.
 - b. When two or more adjoining lots are used as a single building site, the side yard requirements shall apply only to the outside lot lines.
 - c. Regardless of subsections (a) and (b) of this section, homeowners may add on to their homes using the existing setback.
- (2) The city council may approve a conditional use permit to construct a building addition into a minimum setback.

Secs. 44-77. Rear yards.

- (1) For the covered parts of a dwelling in the R-1 residence district, the minimum required rear yard setback shall be a line connecting a point on each side lot line that is 20 percent of the lot depth.
- (2) Accessory structures and uncovered structures shall have a rear yard setback of at least five feet, except that on a double-fronting lot, the front yard setback requirements shall apply.
- (3) A corner lot shall have only one rear lot line.
- (4) Regardless of subsections (1) through (3) of this section, homeowners may add on to their homes using the existing setback.
- (5) The city council may approve a conditional use permit to construct a building addition into a minimum setback.

Secs. 44-78. Building separation requirement.

In an R-1 residence district, separation between an accessory structure and a principal structure or another accessory structure shall be in conformance with building code requirements.

Secs. 44-79. Building width and foundation requirements.

- (1) The minimum building width on any side in an R-1 residence district shall be at least 21 feet. The building width shall not include entryways or other appurtenances that do not run the full depth of the building.
- (2) All buildings shall provide a permanent foundation with perimeter frost footings or a floating slab that meets the state building code.

Secs. 44-80. Dwelling orientation on interior lots.

- (1) In an R-1 residence district, the front of a dwelling on an interior lot shall face a public street, unless the dwelling does not have an apparent front side. The front is generally the longer side of the building and has a front door. The front wall may have up to a 30-degree angle from the street line. If the front wall has an angle, the city shall use the

longest section to determine the allowed angle from the street line. This section shall not apply to corner lots. The director of community development may administratively allow a different orientation if it would not adversely affect the drainage of surrounding properties and if any of the following conditions apply:

- a. The proposed orientation would not affect the privacy of adjacent homes.
- b. The proposed orientation would save significant natural features as identified in Article V Environment and Natural Resources.
- c. The proposed orientation is necessary to meet city, state or federal regulations, such as the pipeline setback or noise regulations.
- d. The proposed orientation is necessary for energy-saving, health or safety reasons.

Secs. 44-81. *Maximum building area.*

Building area in an R-1 residence district shall not cover more than 30 percent of the area of a lot. The city council may approve a larger building area if it finds that it would not affect the character of the neighborhood.

Secs. 44-82—44-90. Reserved.

DIVISION 5. R-1(R) RURAL CONSERVATION DWELLING DISTRICT

Secs. 44-91. *Purpose and intent.*

- (1) The City of Maplewood finds that there is a direct link between the natural systems and character that exists throughout certain areas of the community. The requirements of this R-1(R) rural conservation dwelling district are meant to preserve and enhance the ecological/aesthetic character by providing incentives that: 1) reinforce and establish ecological connections throughout the city; 2) protect and enhance drainageways and water quality; 3) protect and enhance ecological communities; 4) preserve and improve vistas; and 5) preserve or reinterpret local historical landmarks.
- (2) To allow for and to protect a semi-rural, residential lifestyle, the city creates the R-1(R) rural conservation dwelling district is intended to encourage conservation-based development. This zoning district is for the areas of Maplewood that are not suitable for suburban or tract development because of topography, vegetation or other factors that make the area unique. The city finds the most suitable use of these areas is single dwellings on large lots, but is interested in protecting the natural resources and will encourage developments to follow the conservation principles and initiatives identified in subsequent sections of this division. To further support the rural quality of the area, the density calculations in the R-1(R) rural conservation dwelling district shall be calculated on a net-acre basis which is further described in subsection 44-100(1)c of this division. Low-density residential development and conservation development will lessen grading and soil erosion and will help protect groundwater, vegetation, ecological communities and wooded areas.

Secs. 44-92. *Height of buildings.*

The maximum height of a single-family dwelling shall be 35 feet.

Secs. 44-93. Lot dimensions, lot area, width requirements, and side yards.

- (1) No person shall build a single unit dwelling on a site less than 87,120 square feet (two acres) in area; unless the conservation design principles are applied as described in Section 44-98.
- (2) Each lot or parcel shall have enough area or usable space for a house, driveway, and if needed, a well and individual sewage treatment system (ISTS) with a primary and secondary site or an acceptable design and plan for a community septic system or regional sewer.
- (3) Table 44-93-1 table identifies the minimum lot area and lot width based on the conservation tiers:

Table 44-93-1 Minimum Requirements for R-1(R)

Conservation Tier	Density Range	Minimum Area	Minimum Frontage	Side Yard Setback	Front Yard Setback
Tier I (0-2 Principles)	0.5—1.0 U/A	43,560 SF	100'	30'	50'
Tier II (4 Principles)	1.1—1.5 U/A	15,000 SF	80'	15'	30'

- (4) Each interior lot shall have at least 80 feet of frontage on an improved public street.
- (5) Each corner lot or parcel shall have at least 80 feet of frontage on each of the public streets.
- (6) Each dwelling and any accessory structure(s) shall have side yard setbacks as defined in table 44-93-1 and shall be measured from the property line to the structure. The following exceptions to this standard shall apply:
 - a. The side yard on the street side of a corner lot shall have a width of at least 30 feet.
 - b. When a property owner uses two or more adjoining lots as a single-building site, the side yard requirements shall apply only to the outside lot lines.

Secs. 44-94. Front yards.

- (1) Each dwelling and any accessory structure(s) shall have a front yard setback as defined in table 44-93-1. Except that:
 - a. If each of the lots next to an interior lot has a dwelling, the minimum setback shall be the setback of the adjacent dwelling closest to the street. The maximum setback shall be the setback of the adjacent dwelling farthest from the street.
 - b. If subsection (1)a above does not apply and there is a predominant setback, a dwelling shall be no further forward and no more than five feet to the rear of the predominant setback.
 - c. Regardless of the above, if the city council has approved setback waiver for a development, those setbacks shall apply. City approval of a preliminary plat with building pads does not constitute approval of setbacks exceptions.
 - d. Regardless of the above, homeowners may add on to their homes using the existing setback.
 - e. In all cases, the accessory structures shall be no closer than the principle structure, unless allowed by the city council through a waiver.

- (2) The director of community development may administratively allow a different front yard setback if the proposed setback would not adversely affect the drainage of surrounding properties and if any of the following conditions apply:
- a. The proposed setback would not affect the privacy of adjacent homes.
 - b. The proposed setback would save significant natural features as identified in Article V Environment and Natural Resources.
 - c. The proposed setback is necessary to meet city, state or federal regulations, such as pipeline setback or noise regulations.
 - d. The proposed setback is necessary for energy saving, health or safety reasons.

Secs. 44-95. Rear yards.

- (1) Single unit dwellings shall have a rear yard setback of at least 20 percent of the lot depth.
- (2) Accessory buildings shall have a rear yard setback of at least 30 feet.

Secs. 44-96. Minimum foundation areas; room requirements.

- (1) The minimum foundation area shall be at least:
 - a. A one-story dwelling, 950 square feet.
 - b. A one-and-one-half-story dwelling, 720 square feet.
 - c. A bi-level dwelling, 816 square feet.
 - d. A tri-level dwelling, 765 square feet.
 - e. A two-story dwelling, 528 square feet.
- (2) Room size and number shall be consistent with the standards of the International Residential Code.

Secs. 44-97. Building width requirements.

The minimum building width on the primary frontage shall be at least 21 feet. The building width shall not include entryways or other appurtenances that do not run the full depth of the building.

Secs. 44-98. Definitions and conservation principles.

- (1) The conservation principles in the following table shall represent the conservation incentives for this division. The definitions of each principle follow the table. All incentives, and subsequent conservation bonuses as described in table 44-100-1 shall only be granted if they exceed the minimum standards set forth in the existing city ordinances that relate to environmental protection as identified in, but are not limited to, Chapters 12 and 44.
- (2) It shall be noted that the city has several ordinances that control and define natural resources and environmental quality, in all cases, the more restrictive ordinance shall apply and it is the developer's responsibility to discuss any issues or questions regarding the applicable ordinances with the city planner.
- (3) The developer shall be aware that the conservation principles shall be subject to the recommendations of the city staff, applicable commissions, planning commission and ultimate approval by the city council. As stated in Section 44-99, the developer shall be required to work closely with these bodies to develop a plan that supports the goals and

objectives for the R-1R district. Without council approval, the developer will be entitled to a base entitlement of one unit per two acres with a 2.0-acre-lot minimum.

- (4) In all cases, the developer shall receive a conservation bonus as described in table 44-100-1 only if the development integrates the conservation principle as a dominant theme throughout the proposed development. This shall be required of all proposed conservation principles. The city's objective is to maintain the rural quality of the R-1R district and encourage conservation principles and development in the city's areas with natural resource quality.
- (5) Table 44-98-1 identifies the conservation principles that may qualify for density incentives. The table is categorized into two groups: group A - natural characteristics and group B - design characteristics. The developer shall be required to present a diverse set of conservation principles for a site. Additionally, the developer is encouraged to use a mix of conservation principles and may not duplicate principles and receive a density incentive in exchange. For example, if the developer proposes to preserve a large wooded area and consequently preserves an important stand of oak trees, the developer will receive the density incentive for one conservation principle not two.

a. Table 44-98-1 Conservation Principles for Density Incentives

Group A: Natural Characteristics	Group B: Design Characteristics
Additional Shoreline Buffers	Clustering
Additional Stormwater Management	Create/Develop Trail Connections
Creek Restoration Management	Create Passive Parks
Dedicate 50% Open Space	Energy Efficiency
Enhance/Preserve Large Wooded Areas or Forest	Historic Preservation
Enhance Wetlands, Create Management Plan	LEED Certified Buildings/Development
Prairie Restoration	Low Impact Development (LID)
Slope Buffer Preservation	Preserve and Establish Natural Area Greenways
Tree Preservation	Vista Shed/Corridor Preservation

- (6) Group A: Natural characteristics.
 - a. The following conservation principles are defined for this division as natural characteristics because they directly apply specifically to naturally occurring characteristics on a site. The principles are presented in alphabetical order.
 - i. *Additional shoreline buffers:* Beyond those already identified in the shoreland overlay district, the creation and plan for permanent protection of protective buffers around those areas which are more sensitive to the negative impacts of development, especially areas that are defined as bluffs or steep slopes, where critical habitat may dwell, near historic tree clusters or heritage trees, et cetera, for which the additional buffers may vary or be averaged near the location of protection importance.
 - ii. *Additional stormwater management:* The city has existing stormwater management policies, but there is opportunity to further improve the stormwater management on a site. The developer shall be given a conservation bonus for a stormwater management plan and implementation that exceeds the city's existing policy.

- iii. *Creek restoration management*: Restoration projects that the city believes would assist in the restoration of the stream or natural creek that compensate for the loss of past uses of the watershed due to contamination, erosion and other influences or issues. Specific types of projects proposed for implementation as part of a development plan would be those that enhance habitat, water quality, and flow regime such as stormwater management, stream channel stabilization or greenways by implementing conservation easements, or additional buffers in riparian corridors.
- iv. *Dedicate 50 percent open space*: Open space is defined as public or publicly-held land that is generally natural in character and contains relatively few human-made structures. The developer can achieve a conservation bonus for dedication of 50 percent of a site to open space. The open space dedication must be developable or have buildable qualities in order to achieve this principle. This conservation principle will be mandatory to achieve the full density allocation.
- v. *Enhance/preserve large wooded areas or forest*: An act of deliberately avoiding the removal of clusters of structurally healthy mature trees and understory trees which are native to the area and noninvasive, individual heritage trees which are structurally healthy and greater than 20-caliper inches in order to protect the present or future value for their use in protection from erosion, for their landscape and aesthetic value, for their use in screening development or for other environmental or intrinsic benefits. To meet this standard, the developer must prepare a health assessment of the trees on site, and must show a polygon area on the site with permanent protection plan, that the developer shall implement, for the areas to be preserved and a management plan including removal of invasive species on the site.
- vi. *Enhance wetlands, create a comprehensive wetland management plan (CWMP)*: A plan to resolve development and protection conflicts where wetlands affect a significant portion of a community. The plan encompasses the identification, study, and evaluation of wetland functions and community values, and development needs and investments with regard to wetlands protection, enhancement and regulation. The applicant shall be required to create a plan, that the developer shall implement, that exceeds the standards of the adopted wetland ordinance.
- vii. *Prairie restoration*: After performing a historical analysis to determine pre-settlement conditions, prepare a plan for prairie restoration with a specific management strategy that the developer shall implement, over the course of five years in order to assure that the prairie establishes. This plan shall be submitted and approved by the city's natural resource coordinator to determine if it meets this requirement and subsequently qualifies for the conservation bonus.
- viii. *Slope buffer preservation*: A development plan that deliberately avoids placing any lots in the buffer area of a slope exceeding 12 percent or as described in the city's slope ordinance Section 44-1238 and in Article V

Environment and Natural Resources. The developer shall establish a buffer with permanent protection to demonstrate how the buffer and slope is protected and the purpose of the protection measures and how it exceeds the current slope ordinance requirements. A conservation bonus will be given for those plans that exceed the standards identified in the current steep slopes ordinance.

- ix. *Tree preservation*: Through means of a tree inventory, identifying the most significant trees on a site and permanently protecting them. The developer shall be required to present a plan for protection of these trees, and will be required to demonstrate how these trees will be integrated as a key component of the development.

(7) Group B: Design characteristics.

- a. The following conservation principles relate to the design of a project or of a site. The principles are presented in alphabetical order.
 - i. *Clustering*: A design technique that groups housing or development sites in a manner that allows for the conservation and preservation of open spaces such as farmland, natural areas, including habitat areas and open vistas.
 - ii. *Create/develop trail connections*: A plan that illustrates the development of trails that are indicated on the parks, trails and open space plan map as part of the subdivision process, whether active or passive in nature, with an emphasis on creating trail connections to existing trails. A conservation bonus will be given for the development and construction of the trail not for the land dedication which will be considered part of the city's park accessibility charges.
 - iii. *Create passive parks*: An area set aside through the development process that is environmentally sensitive and may or may not be developable. These parks may support passive uses such as walking trails, boardwalks and nature observation areas, but some areas may be too environmentally sensitive to accommodate any public access. A conservation bonus will only be given for passive dedication areas that are permanently protected and that are dedicated to a public entity.
 - iv. *Energy efficiency*: Using the Minnesota Greenstar Program, develop energy efficient and Greenstar-rated projects and buildings. A conservation bonus will be given when the developer utilizes the program to create a "theme" in a development and uses the Greenstar and conservation principles in marketing the project.
 - v. *Historic preservation*: Identifying and protecting through permanent means, any historically significant areas on a specific site. If historical preservation is proposed as a conservation principle, the city's historical preservation commission shall review and provide recommendations to the city council regarding this principle. To reinforce the historical quality, a signage plan shall be included to clearly communicate the historical significance of the area or artifact.
 - vi. *LEED certified buildings/development (three practices per structure)*: A national set of standards for buildings and neighborhoods that focuses on the principles of green building, smart growth, sustainability and healthy

living. The LEED for neighborhood development rating system provides independent, third-party verification that a development's location and design meet accepted high levels of environmentally responsible, sustainable development. A conservation bonus will be given for a minimum of three practices in the LEED standards certification criteria. The conservation bonus shall only be given if the LEED standards are applied to all structures throughout a development. Developers are encouraged to seek LEED certification.

- vii. *Low impact development (LID)*: An ecologically friendly approach to site development and stormwater management that aims to mitigate development impacts to land, water and air. The approach emphasizes the integration of site design and planning techniques that conserve the natural systems and hydrologic functions of a site. In all cases, the developer must minimize the impervious surface coverage to achieve low impact development, and must be a minimum of five percent below the 30 percent coverage standard allowed. This must be accomplished in conjunction with other LID techniques to achieve this principle. In order to achieve this principle, the developer must demonstrate how they will achieve these principles.
- viii. *Preserve and establish natural area greenways*: The dedication, maintenance or management of an area identified on the city's natural areas greenway map. The natural area greenway is defined as large contiguous areas of natural habitat that cross ownership boundaries.
- ix. *Vista shed/corridor preservation*: A site plan or development pattern that is designed specifically to protect an area on or near the development site that is viewed as integral to protecting the sense of place, whether the features in the vista are cultural, historical or natural or whether they are viewed from the street or within the development site.

Secs. 44-99. Application requirements and procedures.

The developer shall follow the steps outlined below as part of the development review process. The developer shall be required to review the contents of this division and prepare a plan consisting of written and visual documents to support the proposed development.

- a. The developer shall review this division and available natural resource data. The intent is to establish the property's ecological connections both within Maplewood and as part of the regional ecological system. If the developer chooses not to use a conservation approach, the developer may develop at the base entitlement of one (1) unit per two (2) acres of land and skip to step (e). If the developer is interested in additional units and smaller lot sizes, then the developer shall follow steps (b)—(e).
- b. The developer shall prepare and submit a natural resources evaluation of the site, including all of the following elements. This step is in preparation for meeting with the city planner and should be completed prior to developing a concept plan:
 - i. Tree survey, including all significant individual trees greater than six inches in diameter, and stands of trees, identifying tree species and size.
 - ii. Wetland inventory, including delineation reports; and MnRAM verification.

- iii. Topographic survey indicating existing drainage patterns. This shall include one-foot contours for steep slope areas to better understand where the top and bottom of the slopes are for preservation and placement.
- c. The developer shall set up a meeting with the city planner to discuss and establish the intent and goal for the subdivision. The process shall include a discussion regarding the appropriate conservation principles as identified in table 44-98-1 for the specific site and shall be based on the preliminary natural resource information collected in step (b). The principles utilized to achieve higher densities on a site must be reviewed and recommended by the city staff, planning commission and approved by the city council. The conservation principles and corresponding conservation bonuses are shown in table 44-100-1
- d. The developer shall create a concept plan that includes the following information:
 - i. A base yield plan, which demonstrates the number of allowed lots as determined by the base entitlement of one unit per two acres.
 - ii. A description of the conservation principles that are used and the corresponding conservation bonus and unit count as the developer understands it. This shall also include information and data that supports how the concept plan addresses the conservation principle and how the plan meets and exceeds the standards of the city's existing natural resource ordinances.
 - iii. A graphic that demonstrates generally how the lots would be laid out and the unit types proposed as part of the development.
 - iv. A narrative that describes the conservation principles used in the concept plan and supporting data demonstrating how the concept meets the standards of existing ordinances, and data demonstrating how the concept plan exceeds them.
 - v. The developer shall submit, with their concept plans, data and reports related to the conservation principles performed by a reputable ecologist or ecological firm. The city shall reserve the right, if needed, to hire their own ecological expert at the cost of the developer to verify and further understand the plans submitted by the applicant/developer.
 - vi. Submit copies of items i. through iv. for informal or nonbinding comments by city staff, planning commission and city council. Each body will provide feedback and recommendations to the developer so the developer understands the changes they need to make moving forward to the preliminary plat. It will be up to the city council to make the final decision with respect to the implementation of the conservation principles and final density of a project.
- e. After the concept plan review, the developer shall take and integrate the recommendations and prepare a preliminary plat and final plat submittal in accordance with Section 34-5 of the subdivision ordinance.
- f. A full developer's agreement as well as any necessary agreements that document the conservation principles and how they will be upheld will be required as a part of any final plat approval. This shall also include, if applicable, any dedication or transfer of property for the purpose of permanent conservation

which shall be completed prior to final plat approval or the issuance of any building permit.

Secs. 44-100. Conservation bonus standards.

The following conservation bonuses shall be rewarded based on the number of conservation principles (as identified in table 44-98-1) integrated within a development. The conservation principles and their application must be agreed to by both the developer and the city.

- a. Conservation bonus is defined as the additional allotment of a lot or lots as determined by the number of conservation principles met. Conservation bonus is also commonly referred to as a density bonus.
- b. The units obtained through the conservation bonus calculation shall always be rounded down to the nearest whole number.
- c. The density and number of units shall be calculated on a net area basis. Net density shall be defined as the number of dwelling units per acre exclusive of arterial streets and rights-of-way, steep slopes (in excess of 18 percent), wetlands and water features, and other publicly dedicated improvements such as parks.
- d. The following table identifies the baseline entitlement for all property zoned R-1R of 0.5 units per acre. All conservation bonuses are cumulative and the percentage bonus calculated as such.

Table 44-100-1 Conservation Bonus Allotment for Conservation Principles.

Density Range	Number of Conservation Principles	Conservation bonus (Housing Units)	Number of Lots on a 10-Acre Site (Example)
Tier 1:	0	None—base entitlement of 2-acre lots	5 lots
0.5—1.0	2	100%	10 lots
Tier 2:	4	100%	15 lots
1.1—1.5			

Secs. 44-101—44-110. Reserved.

DIVISION 6. RE RESIDENCE ESTATE DISTRICT

Secs. 44-111. Purpose and intent.

The intent of the RE residence estate district is to protect and enhance the character of single-family neighborhoods, where lots are generally larger than required in R-1 residence districts (single dwelling).

Secs. 44-112. District standards.

- (1) Minimum lot area. The minimum lot area in an RE residence estate district shall be determined by the city council at the time of rezoning, but shall be limited to 20,000, 30,000, or 40,000 square feet. The council shall base its decision on the character of developed lots within an existing neighborhood or on the desired character of lots in an undeveloped area. Minimum lot area requirements shall be designated on the zoning map in each RE district's title, e.g., RE (30), standing for a minimum lot area of 30,000 square feet. Once established, any request to change a district's minimum lot area requirement shall be processed as a request for rezoning.

- (2) Minimum lot width at building setback line. The minimum lot width at the building setback line shall be as follows:

District Title	Minimum Lot Width (feet)
RE (20)	100
RE (30)	120
RE (40)	140

- (3) Minimum setbacks. Minimum setbacks shall be as follows:
 - a. Within RE districts, the following minimum building setbacks for dwellings, accessory buildings and driveways shall apply:

District Title	Side Yard Setback (feet)
RE (20)	15
RE (30)	20
RE (40)	25

- i. All other setbacks shall be as required for the R-1 residence district (single dwelling), except that the R-1 front yard setback requirements shall not apply to the RE (40) district. The minimum required front yard setback in an RE (40) district shall be 30 feet.
- (4) Maximum building height. No single dwelling in an RE residential estate district shall exceed a height of 35 feet, unless the city council approves a conditional use permit.
- (5) Effect of rezoning. Legally buildable lots before the rezoning to an RE zone shall be considered buildable after rezoning to an RE zone.

Secs. 44-113—44-120. Reserved.

DIVISION 7. R-1S SMALL-LOT SINGLE-DWELLING DISTRICT

Secs. 44-121. Purpose and intent.

The purpose of the R-1S, small-lot single-dwelling district, is to provide for single unit detached dwelling units and directly related complementary uses with lots that are smaller in scale than the R-1 residence district.

Secs. 44-122. Applicability.

This division applies to all lots in the R-1S small-lot single-dwelling district.

Secs. 44-123. Height of buildings.

No single dwelling in the R-1S small-lot single-dwelling district shall exceed a height of 35 feet, unless the city council approves a conditional use permit.

Secs. 44-124. Lot area and width; sewer requirements.

- (1) In the R-1S small-lot single-dwelling district, no person shall build a single-family dwelling on a site less than 7,500 square feet in area.
- (2) No person shall build a single-family dwelling on a lot with less than 60 feet of width for an interior lot or 85 feet of width for a corner lot.
- (3) No person shall build a single-family dwelling unless a public sanitary sewer is available.

Secs. 44-125. Front yards.

- (1) Each dwelling and accessory structure in the R-1S small-lot single-dwelling district shall have a front yard setback of at least 30 feet, but not more than 35 feet, except that:
 - a. If each of the lots adjacent to an interior lot have dwellings, the minimum setback shall be the setback of the adjacent dwelling closest to the street. The maximum setback shall be the setback of the adjacent dwelling farthest from the street.
 - b. If subsection (1)a of this section does not apply and there is a predominant setback, a dwelling shall be no further forward and no more than five feet to the rear of the predominant setback.
 - c. If the council has approved setback waivers for a development, these setbacks shall apply. Approval of a preliminary plat with building pads does not constitute approval of setbacks.
 - d. Regardless of subsections (1)a through (1)c of this section, homeowners may add on to their homes using the existing setback.
- (2) The director of community development may administratively allow a different setback if it would not adversely affect the drainage of surrounding properties and if any of the following conditions apply:
 - a. The proposed setback would not affect the privacy of adjacent homes.
 - b. The proposed setback would save significant natural features as identified in Article V Environment and Natural Resources.
 - c. The proposed setback is necessary to meet city, state or federal regulations, such as the pipeline setback or noise regulations.
 - d. The proposed setback is necessary for energy-saving, health or safety reasons.

Secs. 44-126. Side yards.

- (1) In the R-1S small-lot single-dwelling district, there shall be a side yard setback of at least ten feet to any covered part of a dwelling. There shall be a side yard setback of at least five feet to a garage, uncovered structure or detached accessory structure. The following exceptions shall apply:
 - a. The front yard setback requirements shall apply to the side yard on the street side of a corner lot.
 - b. When two or more adjoining lots are used as a single building site, the side yard requirements shall apply only to the outside lot lines.
 - c. Regardless of subsection (1)a and (2) of this section, homeowners may add on to their homes using the existing setback.
- (2) The city council may approve a conditional use permit to construct a building addition or part thereof into a minimum setback.

Secs. 44-127. Rear yards.

- (1) For the covered parts of a dwelling in the R-1S small-lot single-dwelling district, the minimum required rear yard setback shall be a line connecting a point on each side lot line that is 20 percent of the lot depth.
- (2) Accessory structures and uncovered structures shall have a rear yard setback of at least five feet, except that on a double-fronting lot, the front yard setback requirements shall apply.
- (3) A corner lot shall have only one rear lot line.

- (4) Regardless of subsections (a) through (c) of this section, homeowners may add on to their homes using the existing setback.
- (5) The city council may approve a conditional use permit to construct a building addition into a minimum setback.

Secs. 44-128. Minimum foundation areas; room requirements.

- (1) The minimum foundation area in the R-1S small-lot single-dwelling district shall be at least:
 - a. A one-story dwelling, 950 square feet.
 - b. A 1½-story dwelling, 720 square feet.
 - c. A bilevel dwelling, 816 square feet.
 - d. A trilevel dwelling, 765 square feet.
 - e. A two-story dwelling, 528 square feet.
- (2) Room size and number shall be consistent with Uniform Building Code standards.

Secs. 44-129. Building width requirements.

In the R-1S small-lot single-dwelling district, the minimum building width on any side shall be at least 21 feet. The building width shall not include entryways or other appurtenances that do not run the full depth of the building.

Secs. 44-130. Exterior design approval.

The exterior design and appearance of all single-family homes in the R-1S small-lot single-dwelling district must be approved by the director of community development as required in Section 2-287.

Secs. 44-131. Dwelling orientation.

In the R-1S small-lot single-dwelling district, the front of a dwelling on an interior lot shall face a public street, unless the dwelling does not have an apparent front side. The front is generally the longer side of the building and has a front door. The front wall may have up to a 30-degree angle from the street line. If the front wall has an angle, the city shall use the longest section to determine the allowed angle from the street line. This section shall not apply to corner lots. The director of community development may administratively allow a different orientation if it would not adversely affect the drainage of surrounding properties and if any of the following conditions apply:

- a. The proposed orientation would not affect the privacy of adjacent homes.
- b. The proposed orientation would save significant natural features as identified in Article V Environment and Natural Resources.
- c. The proposed orientation is necessary to meet city, state or federal regulations, such as the pipeline setback or noise regulations.
- d. The proposed orientation is necessary for energy-saving, health or safety reasons.

Secs. 44-132. Maximum building area.

Building area in the R-1S small-lot single-dwelling district shall not cover more than 30 percent of the area of a lot. The city council may approve a larger building area if it finds that it would not affect the character of the neighborhood.

Secs. 44-133—44-140. Reserved.

DIVISION 8. R-2 RESIDENCE DISTRICT (DOUBLE DWELLING)**Secs. 44-141. Purpose and intent.**

The intent of the R-2 residence district (double dwelling) is established to provide for the use of two-unit and attached single unit dwellings together with appropriate accessory uses. The purpose of this district is intended to provide for a housing type and arrangement that is distinguished from the single-family detached dwellings and multifamily dwellings provided for elsewhere in these regulations. The location of this district is further intended to provide a transitional use between the single-unit detached dwelling districts and other districts which are more intensive.

Secs. 44-142. Height of buildings.

In the R-2 residence district (double dwelling), no single unit dwelling or double dwelling (duplex) shall exceed a height of 35 feet, unless the city council approves a conditional use permit.

Secs. 44-143. Lot dimensions; sewer requirements; density.

- (1) No two-unit dwellings shall be built or structurally altered in the R-2 residence district (double dwelling) on a site less than 12,000 square feet in area.
- (2) No single unit dwelling shall be built or structurally altered in an R-2 residence district (double dwelling) on a site less than 7,500 square feet in area.
- (3) The minimum lot width in an R-2 residence district for:
 - a. Single unit dwellings shall be 60 feet for interior lots and 85 feet for corner lots.
 - b. Double dwellings (duplex) shall be 85 feet for interior lots and 100 feet for corner lots, except that the minimum lot width shall be 75 feet for lots that were in existence and zoned R-2 prior to December 9, 1985 (the date the minimum lot width was raised to 85 feet).
- (4) No single unit or two-unit dwelling shall be built or structurally altered in an R-2 residence district (double dwelling) on any site, unless a public sanitary sewer is available.
- (5) The density in an R-2 residence district (double dwelling) shall not exceed the maximum density permitted by the land use classification and people per unit designated in the city's adopted comprehensive plan.

Secs. 44-144. Front yards.

- (1) In the R-2 residence district (double dwelling), each dwelling and accessory structure shall have a front yard setback of at least 30 feet, but not more than 35 feet, except that:

- a. If each of the lots adjacent to an interior lot have dwellings, the minimum setback shall be the setback of the adjacent dwelling closest to the street. The maximum setback shall be the setback of the adjacent dwelling farthest from the street.
 - b. If subsection (1)a of this section does not apply and there is a predominant setback, a dwelling shall be no further forward and no more than five feet to the rear of the predominant setback.
 - c. If the council has approved setback waiver for a development, these setbacks shall apply. Approval of a preliminary plat with building pads does not constitute approval of setbacks.
 - d. Regardless of subsections (1)a through (1)c of this section, homeowners may add on to their homes using the existing setback.
- (2) The director of community development may administratively allow a different setback if it would not adversely affect the drainage of surrounding properties and if any of the following conditions apply:
- a. The proposed setback would not affect the privacy of adjacent homes.
 - b. The proposed setback would save significant natural features as identified in Article V Environment and Natural Resources.
 - c. The proposed setback is necessary to meet city, state or federal regulations, such as the pipeline setback or noise regulations.
 - d. The proposed setback is necessary for energy-saving, health or safety reasons.

Secs. 44-145. Side yards.

- (1) In the R-2 residence district (double dwelling), there shall be a side yard setback of at least ten feet to any covered part of a dwelling. There shall be a side yard setback of at least five feet to a garage, uncovered structure or detached accessory structure. The following exceptions shall apply:
- a. The front yard setback requirements shall apply to the side yard on the street side of a corner lot.
 - b. When two or more adjoining lots are used as a single building site, the side yard requirements shall apply only to the outside lot lines.
 - c. Regardless of subsections (1)a through (1)c of this section, homeowners may add on to their homes using the existing setback.
- (2) The city council may approve a conditional use permit to construct a building addition or part thereof into a minimum setback.

Secs. 44-146. Rear yards.

- (1) In the R-2 residence district (double dwelling), for the covered parts of a dwelling, the minimum required rear yard setback shall be a line connecting a point on each side lot line that is 20 percent of the lot depth.
- (2) Accessory structures and uncovered structures shall have a rear yard setback of at least five feet, except that on a double-fronting lot, the front yard setback requirements shall apply.
- (3) A corner lot shall have only one rear lot line.
- (4) Regardless of subsections (1) through (3) of this section, homeowners may add on to their homes using the existing setback.

- (5) The city council may approve a conditional use permit to construct a building addition into a minimum setback.

Secs. 44-147. Building separation requirement.

In an R-2 residence (double dwelling) district, separation between an accessory structure and a principal structure or another accessory structure shall be in conformance with building code requirements

Secs. 44-148. Minimum floor areas.

The minimum habitable floor area for each R-2 residence district (double dwelling) dwelling units shall be at least: 580 square feet per efficiency or one-bedroom unit; 740 square feet per two-bedroom unit; 860 square feet per three-bedroom unit; 1,040 square feet per four-bedroom unit.

Secs. 44-149. Dwelling orientation.

In the R-2 residence district (double dwelling), the front of a dwelling on an interior lot shall face a public street, unless the dwelling does not have an apparent front side. The front is generally the longer side of the building and has a front door. The front wall may have up to a 30-degree angle from the street line. If the front wall has an angle, the city shall use the longest section to determine the allowed angle from the street line. This section shall not apply to corner lots. The director of community development may administratively allow a different orientation if it would not adversely affect the drainage of surrounding properties and if any of the following conditions apply:

- a. The proposed orientation would not affect the privacy of adjacent homes.
- b. The proposed orientation would save significant natural features as identified in Article V Environment and Natural Resources.
- c. The proposed orientation is necessary to meet city, state or federal regulations, such as the pipeline setback or noise regulations.
- d. The proposed orientation is necessary for energy-saving, health or safety reasons.

Secs. 44-150. Maximum building area.

In the R-2 residence district (double dwelling), building area shall not cover more than 30 percent of the area of a lot. The city council may approve a larger building area if it finds that it would not affect the character of the neighborhood.

Secs. 44-151—44-160. Reserved.

DIVISION 9. R-3 RESIDENCE DISTRICT (MULTIPLE DWELLING)

Subdivision I. In General

Secs. 44-161. Purpose and intent.

- (1) The R-3 residence district (multiple dwelling) is intended to establish, preserve, and enhance neighborhoods that accommodate a mix of townhouses and apartments.

- (2) The R-3 residence district shall be further classified into the following subdistricts based on the type of structure and number of units:

Classification	Structure containing:
R-3A	Apartment building with 3 to 17 units
R-3B	Apartment building with more than 17 units
R-3C	Townhouses

Secs. 44-162. Definitions.

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

- a. *Dwelling, multiple* means a building on a lot, designed exclusively as a residence for three or more families. Cross reference(s) – Definitions generally, § 1-2.
- b. *Dwelling, townhouse* means a residence for one family that is attached to at least two other residences, each with a private outside entrance and with no one unit or major portion thereof directly above or below the other units. Cross reference(s)—Definitions generally, § 1-2.
- c. *Dwelling, apartment* means a building on a lot with side-by-side or stacked dwelling units that typically share a common entrance.

Secs. 44-163. Standards for all R-3 subdistricts.

- (1) The minimum habitable floor area for each dwelling shall be at least:
 - a. 580 square feet per studio or one-bedroom unit;
 - b. 740 square feet per two-bedroom unit;
 - c. 860 square feet per three-bedroom unit;
 - d. 1,040 square feet per four-bedroom unit.
 - e. The minimum habitable floor area for "independent" senior housing shall follow the above room-size requirements.
 - f. The minimum habitable floor area for "assisted-living" and "memory-care" senior housing shall not be less than that required by the Minnesota Department of Health.
- (2) At least 35 percent of the development shall be retained for and devoted to green area; An adjustment may be allowed as an exception in connection with the administration and application of density credits as identified in Section 44-164.
 - a. Where more than one principal use structure is constructed on the same or contiguous lots, yard areas planned for common use by occupants of all dwelling units may be counted in computing green area.
- (3) All buildings shall be designed and constructed to have consistent architectural treatment on all building walls to provide four-sided architectural design.
- (4) All accessory or ancillary buildings, including garages and carports, shall be designed and constructed to have a compatible exterior surface to the principal use building.
- (5) A minimum of 120 cubic feet of storage space, in addition to normal closet space, shall be made available for each multiple-dwelling unit in an R-3 residence district. Such storage space shall be located in the same building as the dwelling unit or in the garage, but shall not be considered as part of the habitable area of a dwelling unit. If located in the garage, it shall be enclosed and shall not be part of the automobile parking area.

- (6) An open parking stall shall be a minimum distance of 15 feet from a dwelling-unit window.
- (7) Where a garage or carport opens to a public street, the width of the driveway into that public street shall not exceed 24 feet in width, and in no event shall a series of garages open directly to that street. Where a series of garages face each other on a private road, the minimum width separating garages shall be 30 feet in order to provide visibility in backing out or turning around.
- (8) All trash, recyclable materials, and associated handling equipment must be stored within the principal structure or in a dumpster enclosure, attached or separate from the principal structure, that is constructed of building materials compatible with the principal structure. All containers shall be covered and maintained so as to be inaccessible to insects, vermin or animals and shall be screened so as not to be visible from eye-level height.

Secs. 44-164. Density.

- (1) All multiple dwelling structures are subject to minimum area standards and shall not exceed the maximum density permitted by the land use classification in the city's adopted comprehensive plan.
- (2) Additional density above the base density in the comprehensive plan may be allowed using a density credit at the city's sole discretion.
- (3) The following credits to density standards shall be allowed as follows:
 - a. Underground parking. The net acreage for calculating density may be increased by 300 square feet for each parking space that is provided under the principal structure or in some other manner underground, which will thereby permit use of the grade level outside the building, or above such underground space, for other building, open yard, or recreation space.
 - b. Green area. The net acreage for calculating density may be increased by 100 square feet where 25 percent of the entire development is reserved in one area for recreation play area, or for open land, water or ponding areas, subject to approval by the city council after consideration by the community design review board.
 - c. Landscaping. The net acreage for calculating density may be increased by 100 square feet for each dwelling unit where one percent of the construction cost, not including land cost, is allocated to the planting of trees. This does not apply to the sodding or seeding of green areas.
 - d. High-rise. The net acreage for calculating density may be increased by 100 square feet for each dwelling unit above three stories. In order to qualify for this credit, all floors must have elevator service. If this credit, when combined with others available in subsections (1) through (3) of this section, results in a reduction of yard or parking space area below that otherwise required by reason of the dimensions and number of dwelling units in the structure, this credit shall not be allowed.

Secs 44-165—44-180. Reserved.

Subdivision II. R-3A Multiple Dwellings

Secs. 44-181. Lot Area.

Except as otherwise modified or specified by terms of this chapter or because of variances properly considered and allowed, the building site for any R-3A multiple dwelling shall consist of an area of at least 15,625 square feet.

Secs. 44-182. Percentage for structure.

The area covered by the R-3A multiple dwelling shall not exceed 35 percent of the site area.

Secs. 44-183. Front yard requirements.

Each R-3A multiple dwelling shall have a front yard of not less than 30 feet in depth facing any road or street. This setback shall apply to yards fronting on both streets where the building is located on a corner lot.

Secs. 44-184. Side and rear yard requirements.

- (1) The minimum side and rear yard setback requirements for an R-3A multiple dwelling shall be 20 feet.
- (2) Parking spaces, garages, carports, or like structures shall be set back no less than five feet from a side or rear property line and no less than 15 feet from a public street right-of-way.

Secs. 44-185. Setbacks increased.

- (1) The minimum front, side and rear yard setbacks for an R-3A multiple dwelling shall be increased, not to exceed 75 feet, by the most restrictive of the following requirements, where the lot abuts a farm residence, residential estate, single dwelling, or double dwelling zoning district:
 - a. Building height. The building setbacks shall be increased two feet for each one foot the building exceeds 25 feet in height.
 - b. Exterior wall area. Where an exterior wall faces residentially zoned property, the setback of the wall shall be increased five feet for each 1,000 square feet or part thereof in excess of 2,000 square feet.
- (2) A building addition which would encroach into a required setback may be approved by conditional use permit, if such encroachment would be consistent with surrounding property setbacks and screened in a manner acceptable to the community design review board. At least 80 percent of the addition shall be screened from abutting residential property.
- (3) The requirements of this section shall not apply where the residentially zoned property is being used or is designated on the city's land use plan for a nonresidential use.

Secs. 44-186. Height regulation.

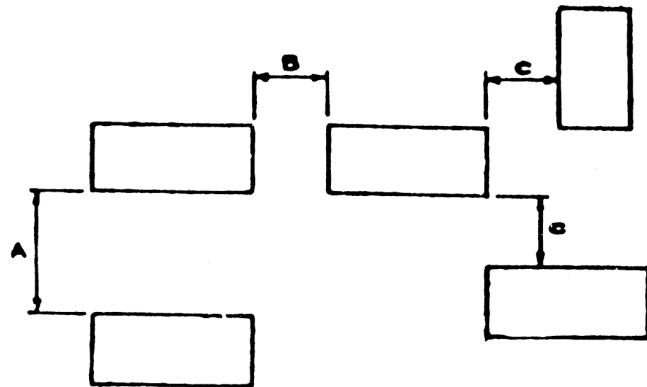
No R-3A multiple dwelling shall exceed a height of 35 feet or three stories, unless the city council approves a conditional use permit.

Secs. 44-187. Two or more structures on one site.

Figure 44-187-A illustrates separation requirements for buildings 36 feet in height or less where two or more R-3A multiple-dwelling structures are to be erected on a single site:

- a. No building shall be closer to another building than twice the vertical height of the tallest building up to a maximum of 72 feet measured from grade, as shown with dimension A in Figure 44-187-A that follows.
- b. No building shall be closer to another building than 36 feet measured from grade. Where both building elevations are windowless, this requirement may be reduced by one-third, as shown with dimension B in Figure 44-187-A that follows.
- c. No building shall be closer to another building than 20 feet measured from grade, as shown with dimension C in Figure 44-187-A that follows.

Figure 44-187-A Required Building Separation



Secs 44-188—44-190. Reserved.

Subdivision III. R-3B Multiple Dwellings

Secs. 44-191. Minimum land area.

The minimum land area for any R-3B multiple dwelling is at least one acre, and the building lot shall have a width of not less than 150 feet.

Secs. 44-192. Building area.

Building area for any R-3B multiple dwelling may not cover more than 35 percent of the ground area.

Secs. 44-193. Front yard requirements.

The minimum front yard setback for an R-3B multiple dwelling shall be 30 feet. This minimum setback shall be increased according to Section 44-185.

Secs. 44-194. Side and rear yard requirements.

- (1) The minimum side and rear yard setbacks for an R-3B multiple dwelling shall be 20 feet, unless the lot abuts a farm residence, residential estate, single-dwelling or double-dwelling zoning district. In such case the minimum setback shall be increased according to Section 44-185.

- (2) Regardless of building height or external wall area, the side and rear yard setbacks shall not be required to be greater than 75 feet.
- (3) Side and rear yard requirements shall be as provided in Section 44-184.

Secs. 44-195. Height regulation.

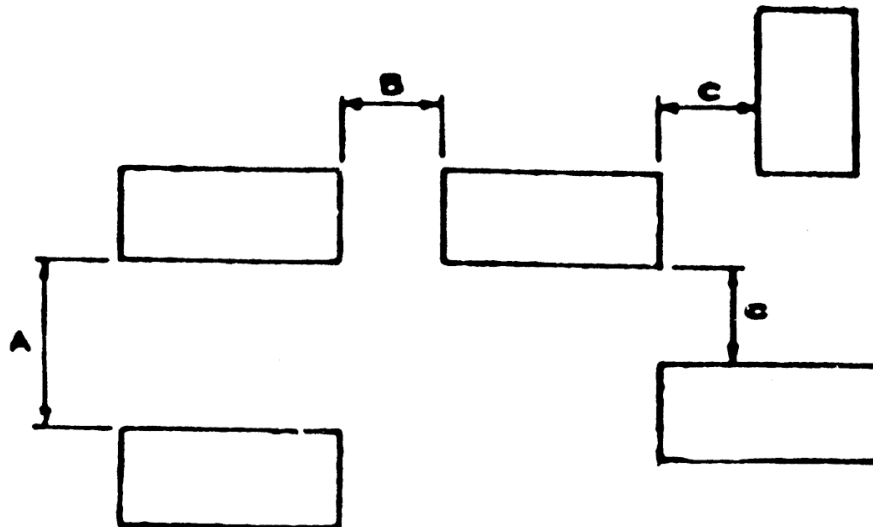
- (1) No R-3B multiple dwelling shall exceed a height of 35 feet or three stories, unless the city council approves a conditional use permit.

Secs. 44-196. Two or more structures on one site.

Where two or more R-3B multiple-dwelling structures are to be erected on a single site, the following requirements shall apply to such buildings exceeding 36 feet in height:

- a. No building shall be closer to another building than twice the vertical height of the tallest building up to a maximum of 100 feet measured from grade, as shown with dimension A in Figure 44-194-A that follows.
- b. No building shall be closer to another building than 36 feet, which distance shall increase by one foot for each two feet of height in excess of 36 feet, up to a maximum distance of 75 feet of separation measured from grade. Where both building elevations are windowless, this requirement may be reduced by one-third. Example: 44-foot-high buildings, B = 40 feet of separation. Refer to dimension B in Figure 44-194-A that follows.
- c. No building shall be closer to another building than 20 feet, which distance shall increase by one foot for each four feet of height in excess of 36 feet, up to a maximum distance of 40 feet of separation measured from grade. Example: 44-foot-high buildings, C = 22 feet of separation. Refer to dimension C in Figure 44-194-A that follows.

Figure 44-194-A Required Building Separation



Secs 44-197—44-220. Reserved.

*Subdivision IV. R-3C Townhouses***Secs. 44-201. Front yard requirements.**

Front yard requirements for R-3C multiple dwellings are 30 feet in depth facing any road or street, except that these shall refer to the total site development requirements, and each dwelling unit may be up to its particular property line with a garage or carport abutting a private, not public, road.

Secs. 44-202. Side yard requirements.

As applied to the total development site, a side yard for an R-3C multiple dwelling shall be no less than 20 feet in width.

Secs. 44-203. Rear yard requirements.

As applied to the total development site, the rear yard for an R-3C multiple dwelling shall be a minimum of 20 feet in width.

Secs. 44-204. Minimum building separations.

The minimum separation between detached buildings for R-3C multiple dwellings shall be as follows:

- a. Dwelling to dwelling: 20 feet.
- b. Dwelling to accessory building: ten feet.
- c. Accessory building to accessory building: ten feet.

Secs. 44-205. Height regulation.

No R-3C multiple dwelling shall exceed a height of 35 feet or three stories, unless the city council approves a conditional use permit.

Secs. 44-206—44-210. Reserved.

DIVISION 10. NC NEIGHBORHOOD COMMERCIAL DISTRICT**Secs. 44-211. Purpose and intent.**

The intent of the N-C neighborhood commercial district is to preserve land for the use of businesses that are compatible with adjacent residential land uses. Uses are limited to offices and smaller retail uses that cater to convenience shopping. Pedestrian and bicycle access are to be emphasized.

Secs. 44-212. Building design.

Buildings in an NC neighborhood commercial district shall be designed to be compatible with their surrounding land uses. If more than one use is on a site, they shall be planned and organized as a unit. Pedestrians should be able to walk between stores without crossing vehicular traffic lanes. There shall be no exterior storage, other than a trash receptacle which shall be screened as required by Section 44-19.

Secs. 44-213. Lot coverage.

For an N-C neighborhood commercial district, at least 15 percent of the site shall be landscaped.

Secs. 44-214—44-220. Reserved.

DIVISION 11. CO COMMERCIAL OFFICE DISTRICT

Secs. 44-221. Purpose and intent.

- (1) The CO commercial office district is established primarily to provide areas for the development of professional and administrative offices, related uses together with supportive, low-intensity commercial uses in locations in close proximity to residential areas where such uses can conveniently serve the public, and to create a suitable environment for such uses and buildings specially designed for their purposes, located on sites large enough to provide room for appropriate separation of uses, landscaped open spaces and off-street parking facilities.
- (2) This district is intended to be located primarily on heavily traveled streets or adjacent to commercial or industrial districts and is designed to lessen the impact of these uses on residential areas.

Secs. 44-222—44-230. Reserved.

DIVISION 12. BC BUSINESS COMMERCIAL DISTRICT

Subdivision I. BC Limited Business Commercial District

Secs. 44-231. Purpose and intent.

The BC business commercial district is established to provide an environment of retail sales and commercial services that are larger in scale than allowed in the NC District and to allow a broader range of automobile related uses.

Secs. 44-232—44-240. Reserved.

Subdivision II. LBC Limited Business Commercial District

Secs. 44-241. Purpose and intent.

The LBC limited business commercial district is intended to provide lower intensity commercial areas focused on offices, medical clinics, and day care centers that support the surrounding commercial districts and residential neighborhoods.

Secs. 44-242—44-250. Reserved

Subdivision III. BC(M) Commercial District (Modified)

Secs. 44-251. Purpose and intent.

The BC(M) business commercial district (modified) is intended to provide for the orderly transition between more intensive commercial uses and low or medium density residential areas. Restrictions on, but not limited to, building height, setbacks, orientation, parking lot

location, or location of building entrances may be required to ensure compatibility with abutting residential uses.

Secs 44-252—44-260. Reserved.

DIVISION 13. SC SHOPPING CENTER DISTRICT

Secs. 44-261. Purpose and intent.

The SC shopping center district is intended to provide for retail and service centers which deal directly with the customer for whom the goods or services are furnished. The uses allowed in this district are to provide goods and services on a community market scale and located in areas which are well served by collector or arterial street facilities.

Secs. 44-262—44-270. Reserved.

DIVISION 14. M-1 LIGHT MANUFACTURING DISTRICT

Secs. 44-271. Purpose and intent.

The purpose of the M-1 Light Manufacturing District is to provide for the establishment of manufacturing, warehouse, repair, office, and related limited service uses. The M-1 Light Manufacturing District is intended to include uses that may require limited outdoor and vehicle/trailer storage but exclude more intensive industrial uses.

Secs. 44-272. Minimum distances for building and use from residential district.

No building or exterior use, except parking, may be erected, altered, or conducted within 350 feet of a residential district without a conditional use permit.

Secs. 44-273—44-280. Reserved.

DIVISION 15. M-2 HEAVY MANUFACTURING DISTRICT

Secs. 44-281. Purpose and intent.

The M-2 Heavy Manufacturing district is intended primarily for manufacturing, assembling and fabrication activities, including large scale or specialized industrial operations whose external effects may be felt in surrounding districts. The M-2 district is intended to permit the manufacturing, processing and compounding of semifinished products from raw material and prepared material.

Secs. 44-282. Minimum distances for building and use from residential district.

In the M-2 heavy manufacturing district, no building or exterior use, except parking, may be erected, altered or conducted within 350 feet of a residential district without a conditional use permit.

Secs. 44-283—44-290. Reserved.

DIVISION 16. MU MIXED-USE DISTRICT

Secs. 44-291. Purpose and intent.

The purpose of the mixed-use zoning district is to provide areas in the City of Maplewood with a mixture of land uses, made mutually compatible through land use controls and high-quality design standards. With this district, the City of Maplewood intends to promote the redevelopment or development of an area into a mixed-use neighborhood with compact, pedestrian-oriented commercial and residential land uses. The intent of the mixed-use zoning district is to enhance viability within an area and foster more employment and residential opportunities. The placement and treatment of buildings, parking, signage, landscaping and pedestrian spaces are essential elements in creating the pedestrian-friendly and livable environment envisioned by the city in a mixed-use area. To ensure these elements are achieved, design standards are included in the district.

Secs. 44-292. Planned Unit Development.

Planned Unit Developments (PUDs), as provided in Section 44-321 through 44-322 are not permitted in the MU district.

Secs. 44-293. Dimensional standards.

- (1) Within the mixed-use zoning district, all setbacks shall be measured from the outlying property line of a development and either a public right-of-way or from the edge of a private road, whichever applies. The term "road" as used to define setbacks within the mixed-use zoning district applies to public right-of-ways and private roads.

Table 44-293-1: Dimensional Standards in the Mixed-Use District

Use	Lot Size Per Unit (square feet)	Height (feet)	Structure Setbacks (feet)		
			Front	Side	Rear
Principal Use					
Single-unit dwelling	7,260	35 ¹	20 to 25	5 ²	15 ²
Double dwelling (duplex)/townhouse dwelling	n/a	35 ¹	20 to 25	5 ²	15 ²
Apartment dwelling	n/a	35 ¹	0 to 20	0 ³	0 ³
Residential and commercial mixed use building	n/a	n/a	0 to 10	0 ³	0 ³
Non-residential, including structured parking	n/a	n/a	0 to 10	0 ³	0 ³

Use	Lot Size Per Unit (square feet)	Height (feet)	Structure Setbacks (feet)		
			Front	Side	Rear
Accessory Use					
Accessory building accessed from alley	n/a	Per Section 44-322	n/a	5	0 to 6
Accessory building not accessed from alley	n/a	Per Section 44-322	20 to 25	5	5

- 1 No single-unit dwelling, double dwelling (duplex), townhouse dwelling or apartment dwelling building shall exceed a height of 35 feet, or three stories, unless the city council approves a conditional use permit.
- 2 When a mixed-use zoned single-unit dwelling, double-dwelling (duplex), or townhouse dwelling adjoins the F, R-1, R-1(R), R-1(S) or R-2 zoning district, the greater of the side and rear yard setbacks of the adjacent residential zoning district or a side yard setback of ten feet and a rear yard setback of 20 feet shall apply.
- 3 The zero foot setback is allowed except as otherwise specified in the building code. Side and rear yard setbacks of at least ten feet shall be required when a mixed-use zoned commercial, residential and commercial mixed use building or apartment dwelling use adjoins a mixed-use zoned single unit dwelling, double-dwelling (duplex), or townhouse dwelling use. Side and rear yard setbacks shall be as specified in subsection 44-20(c)(6)b. (additional design standards) when a mixed-use zoned commercial, residential and commercial mixed use building, or apartment dwelling use adjoins a F, R-1, R-1(R), R-1(S) or R-2 zoning district.

(2) The city council may increase maximum setbacks with approval of a conditional use permit. The conditional use permit may only be approved if the applicant has demonstrated on its site plan the intent of the mixed use zoning district is being met.

Secs. 44-294. Maximum density.

The density of the mixed-use zoning district shall not exceed the maximum density permitted by the land use classification in the city's adopted comprehensive plan. Additional density may be allowed per Section 44-164 Density. In addition, the net acreage for calculating density may be increased by 300 square feet for each affordable dwelling unit, as defined by the metropolitan council guidelines.

Secs. 44-295. Off-street parking.

Section 44-17 off-street parking of the City Code applies in the mixed-use zoning district unless specified differently below:

- a. Placement of surface parking:
 - i. Surface parking must be located to the rear of a principal building, or an interior side yard if parking in the rear is impractical

- ii. Surface parking must maintain a five-foot setback and a five-foot rear yard setback, unless the surface parking adjoins the F, R-1, R-1(R), R-1(S) or R-2 districts, in which case the required setback is 20 feet for both the side yard and rear yard.
- iii. Surface parking must maintain a ten-foot setback to a road when constructed on the side or rear of a building on a corner lot.
- iv. The city council may approve modifications to the surface parking placement standard with a conditional use permit if a building has special needs and site constraints or an increased building setback is also approved. In these cases, there should be good pedestrian connections between the sidewalk and building entrance, and the area in front of the parking lot should be well landscaped.

Figure 44-295-A: Off Street Parking Locations in the Mixed-Use Zoning District



- b. Amount of parking:
 - i. The minimum amount of required parking spaces shall be as specified in Section 44-17 off-street parking.
 - ii. The maximum amount of surface parking spaces shall not exceed the specified minimum by more than ten percent, or two spaces, whichever is greater. If additional parking is desired, it must be placed underground, within an enclosed building, or in a tuck-under garage.
 - iii. For retail, medical, service and office uses, if a transit shelter is provided on site or immediately in front of the building, then the minimum required number of parking spaces may be reduced by five percent but not to exceed five parking spaces total.
 - iv. Shared parking. If approved by the community design review board, two or more uses may provide required off-street parking spaces in a common parking facility subject to the following conditions:

1. The total number of parking spaces provided may be less than the sum of the spaces required for each use individually, provided that such uses' peak hours of operation are not during the same hours.
 2. The proposed shared parking spaces must be within 500 feet of the uses it will serve.
 3. The shared parking must be established through a recorded legal instrument, approved by the City Attorney and filed with the Community Development Department.
- v. In addition to the above-referenced allowances for parking reduction, the city council may authorize other reduced off-street parking requests through a waiver. The reduction must be based on proven parking data for a specific development.
- c. Parking space size:
- i. 90-degree parking: 9 feet × 18 feet
 - ii. 45-degree parking: 8.5 feet × 18 feet

Secs. 44-296. Design standards.

(1) Application.

- a. Section 44-20 (additional design standards) of the City Code applies to the mixed-use zoning district unless specified differently below.
- b. Mixed-use building and development remodeling/additions/alterations. Remodeling, additions or other alterations to mixed-use buildings and development (buildings and developments previously approved and built with mixed-use design standards) shall be done in a manner that is compatible with the original building or development. Original materials shall be retained and preserved to the extent possible.
- c. Nonconforming buildings and developments.
 - i. Additions to nonconforming buildings or developments (buildings or developments built before mixed-use design standards) must be constructed with materials required by this division if the addition exceeds 25 percent of the floor area.
 - ii. Exterior remodeling or alterations to a nonconforming building or development must be constructed with materials required by this division.
 - iii. The director of community development (if administrative review is required) or the community design review board (if design review is required) may authorize an exception to allow the use of other materials if the addition, remodeling or alteration is deemed to be minor in nature and not visible from a public right-of-way.

(2) Porches and entries for residential dwellings and residential and commercial mixed-use buildings.

- a. Porches, steps, pent roofs, roof overhangs and hooded front doors or similar architectural elements shall be used to define all primary residential entrances.
- b. Decks shall be prohibited on all primary residential entrances.

- c. Front porches must have a minimum depth of six feet clear. Porches may extend six feet into the required setback.

(3) *Residential garages for single-unit dwelling, double-dwelling (duplex), and townhouse dwellings.*

- a. Attached garages must not be located in front of the primary façade and must have architectural elements to minimize the impact of the garage door or be recessed from the primary front façade (not including porches, bay windows or other minor projections) by a minimum of eight feet.
- b. Attached or detached garages which are placed in the rear yard must be accessed by either an alley or a side-yard driveway.

(4) *Non-residential or mixed-use buildings.*

- a. *Pedestrian access.* Each ground floor space with road frontage shall have its primary entrance on the front façade. Additional entrances may be provided off of a parking area or an access corridor.
- b. *Exterior building materials.*
 - i. Exterior-building materials shall be classified primary, secondary or accent material.
 - 1. Primary materials shall cover at least 60 percent of all façades of a building.
 - 2. Secondary materials may cover no more than 30 percent of all façades of a building.
 - 3. Accent materials may include door and window frames, lintels, cornices and other minor elements, and may cover no more than ten percent of all façades of a building.
 - ii. Allowable materials are as follows:
 - 1. Primary exterior building materials may be brick, stone or glass. Bronze-tinted or mirror glass are prohibited as exterior materials.
 - 2. Secondary exterior building materials may be decorative block or stucco.
 - 3. Synthetic stucco may be permitted as a secondary material on upper floors only.
 - 4. Accent materials may be wood or metal if appropriately integrated into the overall building design and not situated in areas that will be subject to physical or environmental damage.
 - iii. All primary and secondary materials shall be integrally colored with no painted materials.
 - iv. The front façade building material changes shall not occur at external corners (toward a public right-of-way or public open space), but may occur at reverse or interior corners or as a return at least six feet from external corners.
- c. *Building façade and articulation.*

- i. *First floor height.* The first floor shall be designed with a minimum ceiling height of 12 feet.
- ii. *One-story buildings.* One-story buildings taller than 18 feet in height shall be architecturally detailed to simulate a two-story appearance.
- iii. *Articulation.* Any exterior building wall adjacent to or visible from a public right-of-way or public open space may not exceed 40 feet in width. New buildings of more than 40 feet in width are allowed if the building wall is divided into smaller increments, between 20 and 40 feet in width, through articulation of the façade. Articulation of the façade can be achieved through combinations of the following techniques and others that may meet the objective:
 - 1. Façade modulation - stepping back or extending forward a portion of the façade.
 - 2. Vertical divisions - using different textures or materials (although materials should be drawn from a common palette).
 - 3. Division into storefronts, with separate display windows and entrances.
 - 4. Variation in rooflines by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval.
 - 5. Arcades, awnings, window bays, arched windows and balconies.
- iv. *Windows.* Buildings containing office and retail uses shall maintain 40 percent minimum window coverage on the first floor that faces a road or public open space.
- d. *Storage/service/loading.* If an outdoor storage, service or loading area is visible from adjacent residential uses, or a road or walkway; it shall be screened by a decorative fence, wall or screen of plant material at least six feet in height. Fences and walls shall be architecturally compatible with the primary structure.

(5) *Awnings.*

- a. Awnings must be properly maintained, and if in poor repair must be repaired or replaced in a timely manner.
- b. Awnings may extend up to five feet over the public right-of-way, where approved by the city, and must meet all building code requirements.
- c. Metal awnings are prohibited unless the design of the awning is compatible with the building, as determined by the director of community development (if the awnings require administrative review) or the community design review board (if the awnings require design review).

(6) *Fences.* Fences over four feet in height are prohibited in all front yards, except as required for storage/service/loading.

(7) *Mixed Use Exceptions.* The director of community development (if administrative review is required) or the community design review board (if design review is required) may consider exceptions to the above-mentioned design standards if they uphold the integrity of the guidelines and result in an attractive, cohesive development design as intended by this section.

(8) *Appeals.* Appeals to the approved design conditions for a building or development are permitted as specified in Section 2-285 (approval of plans).

Secs. 44-297. Landscaping.

Section 44-19 (landscaping and screening) of the City Code applies in the mixed-use zoning district unless specified differently below:

- a. Over story trees are required at regular intervals along the road to help define the road edge, to buffer pedestrians from vehicles and to provide shade. The over story trees shall be located in a planting strip at least five feet wide between curb and sidewalk, or in a planting structure of design acceptable to the city.
- b. All areas of land not occupied by buildings, parking, driveways, sidewalks or other hard surface shall be sodded or mulched and landscaped with approved ground cover, flowers, shrubbery, and trees.
- c. Hard -surfaced areas, including sidewalks and patios, must include amenities such as benches, planters, and bike racks.
- d. Perimeter landscape or pedestrian walls are required for all parking lots and shall be established along the road and edges of the parking lot. The landscape treatment or pedestrian wall shall run the full length of the parking lot and be located between the property line and the edge of the parking lot as follows:
 - i. The primary plant materials used in perimeter parking lot landscaping adjacent the road shall be over story trees. Ornamental trees, shrubs, hedges and other plant materials may be used to supplement the over story trees, but shall not be the sole contribution to such landscaping.
 - ii. Perimeter parking lot landscaping along the rear and sides of a parking lot (not adjacent the road) shall be planted with a minimum of 50 percent ground cover approved by the city to achieve complete cover within two years. Mulch may only be used around the base of the plant material to retain moisture.
 - iii. In lieu of, or in addition to, perimeter parking lot landscaping, a pedestrian wall along the perimeter of the parking lot may be constructed. The pedestrian wall is limited to four feet in height, must be at least 80 percent opaque and must be architecturally compatible to the principal building or development.
- e. For parking lots consisting of 20 or more spaces, interior landscape islands are required. Interior landscape islands shall be at a rate of one landscape island for every ten parking spaces. Landscaping areas located along the perimeter of a parking lot beyond the curb or edge of pavement shall not be included toward satisfying this requirement.
 - i. Landscape islands shall be a minimum of 144 square feet in area and shall be a minimum of eight feet in width, as measured from back of curb to back of curb.
 - ii. The landscape islands shall be improved as follows:
 1. One overstory tree with a trunk size a minimum of two-and-one-half inches in caliper shall be provided for every landscape island.
 2. A minimum of 50 percent of every landscape island shall be planted with an approved ground cover in the appropriate density to achieve

complete cover within two years. Mulch may only be used around the base of the plant material to retain moisture.

Secs. 44-298. Outdoor Lighting.

All outdoor lighting shall be of a design and size compatible with the building and as specified in subsection 44-20, except that light pole height maximum is limited to 16 feet.

Secs 44-299-44-300. Reserved.

DIVISION 17. NE NORTH END DISTRICT

Secs. 44-301. Purpose.

The purpose of the NE North End District is to enable expansion of the north end area's role as a local and regional economic activity center for purposes of obtaining goods and services, wellness, work, recreation, socialization, learning, and living. The zoning district accommodates and regulates:

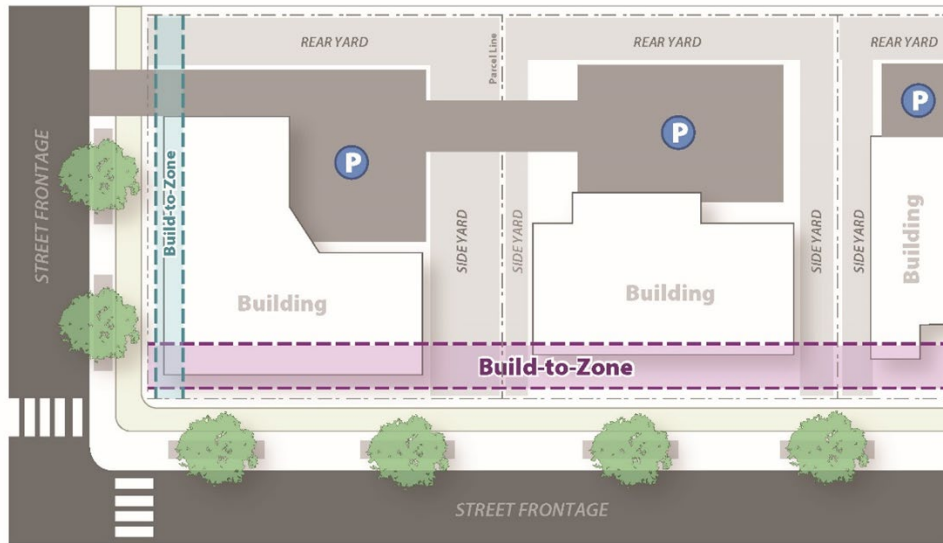
- a. New development and redevelopment site opportunities appropriate for an evolving transit-oriented environment to support planned transit improvements and investments within the north end area;
- b. Development of a significantly expanded and connected transportation network within the north end area, including adding streets to create a smaller street grid and smaller blocks, expanding the pedestrian/bicycle network (sidewalks, trails, bike facilities, pedestrian-friendly street crossings), and enabling convenient multi-modal travel;
- c. New and improved public green spaces (neighborhood parks, pocket parks, and greenways), usable private open spaces, and an improved tree canopy along streets;
- d. A broad mix of integrated land uses, including commercial (retail, services, restaurants, and entertainment), medical and related office, residential, and lodging;
- e. Management of overall parking needs for future development types and the future enhanced transportation facilities, including the reduction of surface parking lots, increase of on-street parking, and addition of structured parking in conjunction with development.
- f. All new development and redevelopment that meets the guidance and vision established within the comprehensive plan and North End Vision Plan.

Secs. 44-302. Definitions.

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

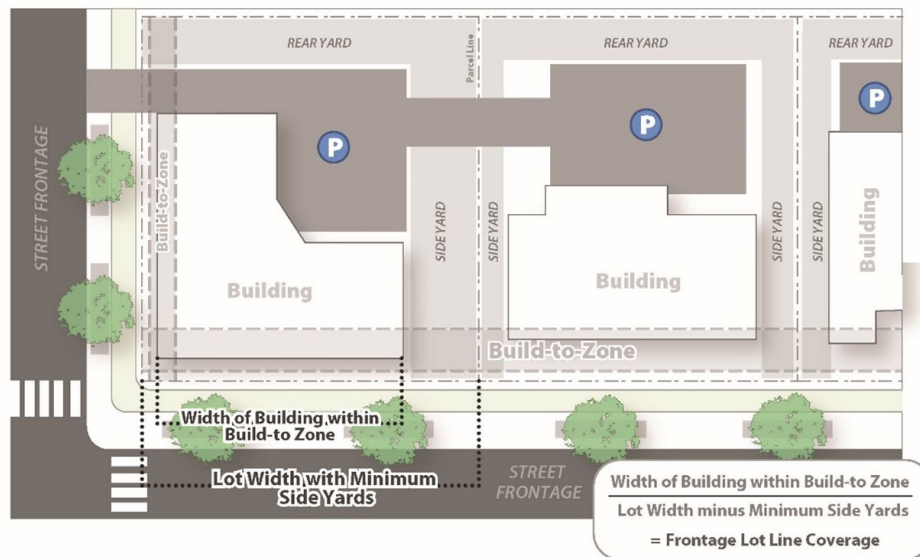
- a. *Block* means an area of land surrounded on all sides by streets or other transportation or utility rights-of-way, or by physical barriers such as bodies of water or public open spaces.
- b. *Build-to zone* means the minimum and maximum distance a structure may be placed from a lot line.

Figure 44-302-A: Build-to Zone



- c. *Street frontage* means the building and yard area facing and directly adjacent to a street right-of-way line.
- d. *Street frontage coverage (lot line coverage)* means the calculation of the width of a building within the build-to zone divided by the lot width minus the minimum side yard setbacks.

Figure 44-302-B: Street Frontage Coverage

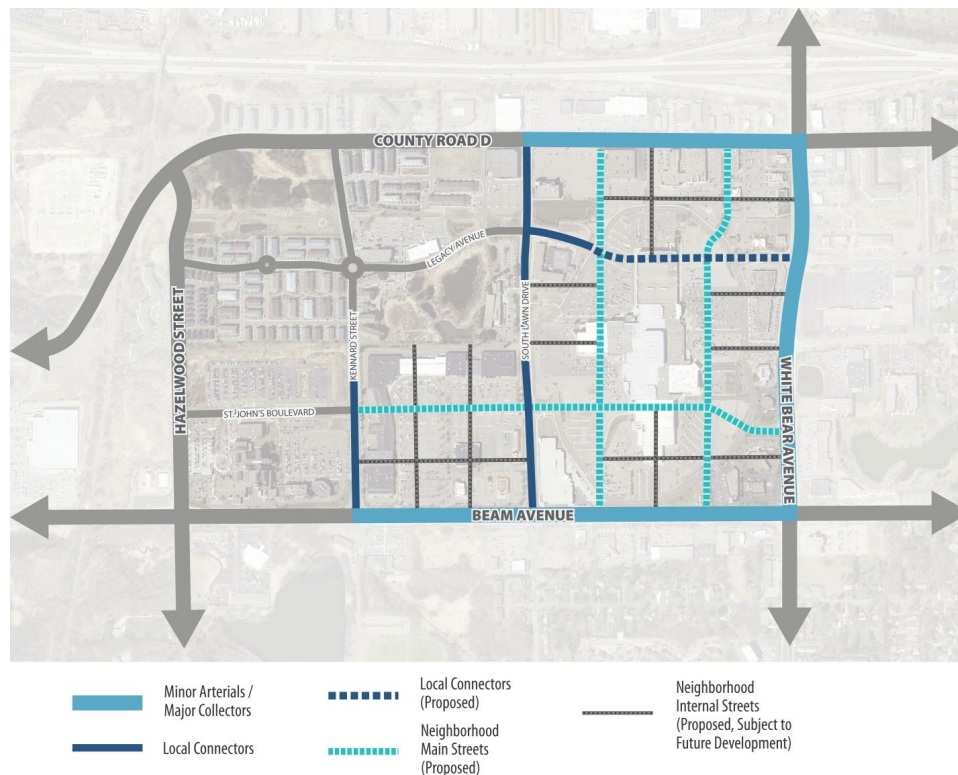


Secs. 44-303. Applicability.

- (1) These regulations shall apply to all subdivision, new development, and redevelopment of land located in the NE North End District on the city's zoning map as regulated by Section 44-10.
- (2) Regulating plans.
 - a. The NE North End District shall be implemented through regulating plans:
 - i. North End District Street Network and Types.

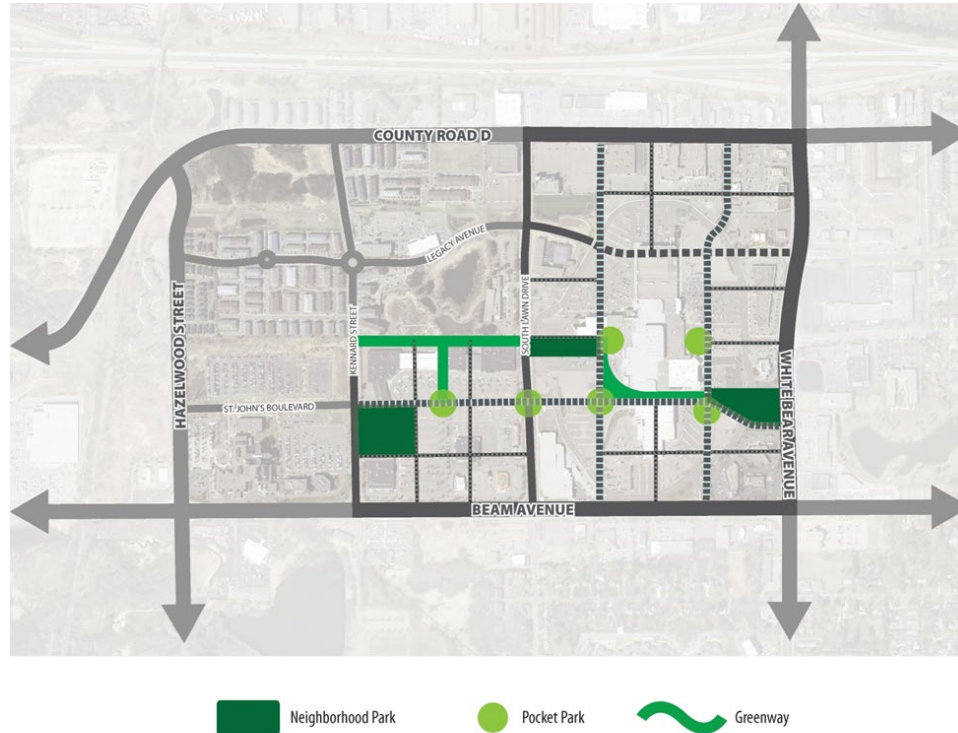
- ii. North End District Open Space Network and Types.
- b. The North End District Street Network and Types regulating plan establishes the district's future street network, street types, and the development form appropriate to each street type. The North End District Street Network and Types regulating plan is shown in figure 44-303-A.

Figure 44-303-A: Regulating Plan: North End District Street Network and Types



- c. The North End District Open Space Network and Types regulating plan establishes the district's future parks and open space network, showing general locations of future park and open space needs. The North End District Open Space Network and Types Regulating Plan is shown in Figure 44-303-B.

Figure 44-303-B: Regulating Plan: North End District Open Space Network and Types



- (3) Street types. As shown on the North End District Street Network and Types regulating plan (figure 44-303-A): Four street types are established for the north end district. These types are applicable to existing streets and will be applied to future streets. Alignment of future streets has not been determined; the regulating plan shows the general location of future streets and extensions.
- a. Minor arterials/major collectors - public roadways.
 - i. Beam Avenue (County Road 20).
 - ii. White Bear Avenue (County Road 65).
 - iii. County Road D.
 - b. Local connectors - public roadways.
 - i. Kennard Street.
 - ii. Southlawn Drive.
 - iii. Legacy Parkway (extension).
 - c. Neighborhood main streets - public roadways.
 - i. St. John's Boulevard (extension from Kennard Street to White Bear Avenue).
 - ii. Future north-south through street along west side of Maplewood Mall from Beam Ave to County Road D, as shown on the regulating plan.
 - iii. Future north-south through street along east side of Maplewood Mall from Beam Ave to County Road D, as shown on the regulating plan.
 - d. Neighborhood internal streets - public or private roadways. Future streets, examples shown on the regulating plan, but final layout may be different
- (4) Subdivision and site development.
- a. All subdivision of land shall meet the subdivision standards in Section 44-306.
 - b. All new site development and redevelopment shall be subject to the site design, building design, and use standards in Sections 44-307, 44-308, and division 19.

- c. Sites that abut multiple street types shall meet standards based on the priority frontage. Priority frontage is determined by the following priority of street types:
 - i. First priority: Neighborhood Main Street.
 - ii. Second priority: Minor arterial/major collector.
 - iii. Third priority: Local connector.
 - iv. Fourth priority: Neighborhood internal street.
- (5) Street rights-of-way. The street standards in Section 44-306 shall apply to all public rights-of-way in the NE district based on the specific street types.
- (6) Open spaces. The open space standards in Section 44-306 shall apply to all future public and private open spaces in the NE north end district based on the specific open space types.

Secs. 44-304. General provisions.

- (1) This division is designed, wherever possible, to act as a standalone set of standards and procedures for development in the NE north end district. References to other applicable standards and administrative procedures in the Maplewood City Code are provided as needed.
- (2) The standards and administrative procedures in this division shall apply in lieu of other provisions in this chapter, except where specifically stated otherwise in this division, and govern in the event of a conflict.
- (3) The provisions of Section 44-12 nonconformities of the Zoning Code shall be fully applicable to all structures and uses within the north end district.
- (4) The standards in this division shall apply to new development, redevelopment, and building expansions greater than 50 percent of the floor area of an existing building. A property owner or developer may expand an existing building or parking lot as long as the development does not conflict with the districts' future street network as identified in the North End District Street Network and Types regulating plan (figure 44-303-A) and meets the standards in Sections 44-17 to 44-20.
- (5) Along with the standards established in this division, developments in the north end district are encouraged to utilize the North End Design Guidelines for additional design guidelines.
- (6) Planned unit developments (PUDs), as provided in Sections 44-311 through 44-312, Planned Unit Development (PUD), are not permitted within the NE district.

Secs. 44-305. Administration.

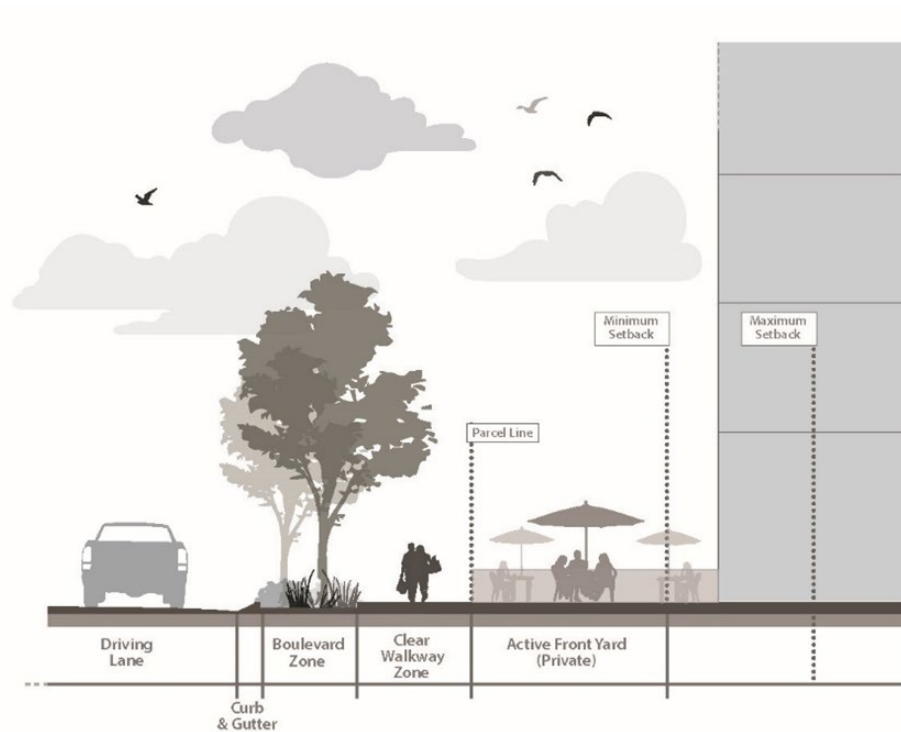
- (1) Subdivisions and platting within the NE district are subject to the procedures and application requirements established in Ch.34 Subdivisions of the Maplewood City Code, with the following provisions and exceptions:
 - a. The block, street, and lot requirements of Section 44-306, Subdivision standards shall supersede any related standards in Section 34-8, Minimum subdivision design standards.
- (2) New development and redevelopment are subject to the development design review procedure in Sections 2-281 through 2-292, Community Design Review Board of the Maplewood City Code.
- (3) Exceptions to the design standards may be considered by the community design review board, or city council if appropriate, if they uphold the integrity of the North End Vision

Plan and Comprehensive Plan, and result in attractive, cohesive development design as intended by this division.

Secs. 44-306. Subdivision standards.

- (1) Block and street network standards.
 - a. For all developments with total combined parcel acreage of more than three acres, subdivision into blocks and platting of new streets is required.
 - b. Maximum block length shall be 450 feet.
 - c. New streets shall connect to and continue existing streets from adjoining areas to form an interconnected street network.
 - d. New cul-de-sacs and dead end streets may only be permitted where intersecting with minor arterials/major collectors and are unable to meet minimum access standards or by approval of the city engineer to accommodate specific site conditions.
 - e. The city engineer shall approve the type of street for each subdivision and may require additional street right-of-way or configuration based on the regulating plan, existing context, and area circulation needs. Street design standards are organized by street type.
 - f. Each block is required to provide an alley or private lane to efficiently accommodate vehicle parking access, service/loading access, refuse pickup, and reduce the number of driveways/curb cuts.
- (2) Street design general standards. The provisions of this section shall apply to all new streets as well as streetscape improvements to existing streets.
 - a. Sidewalks or shared use trails shall be provided on both sides of all new streets and improved existing streets. Where sufficient public right-of-way width does not exist, and cannot be obtained to accommodate sidewalks or shared use trails on both sides, an easement shall be required, an exception may be approved administratively by the community development director, within a property line adjacent to a right-of-way to accommodate the minimum width of a sidewalk clear walkway zone or a shared use trail, as required by the appropriate street type.
 - b. All sidewalks shall provide a clear walkway zone and a boulevard or street life zone, as shown in figure 44-306-A.

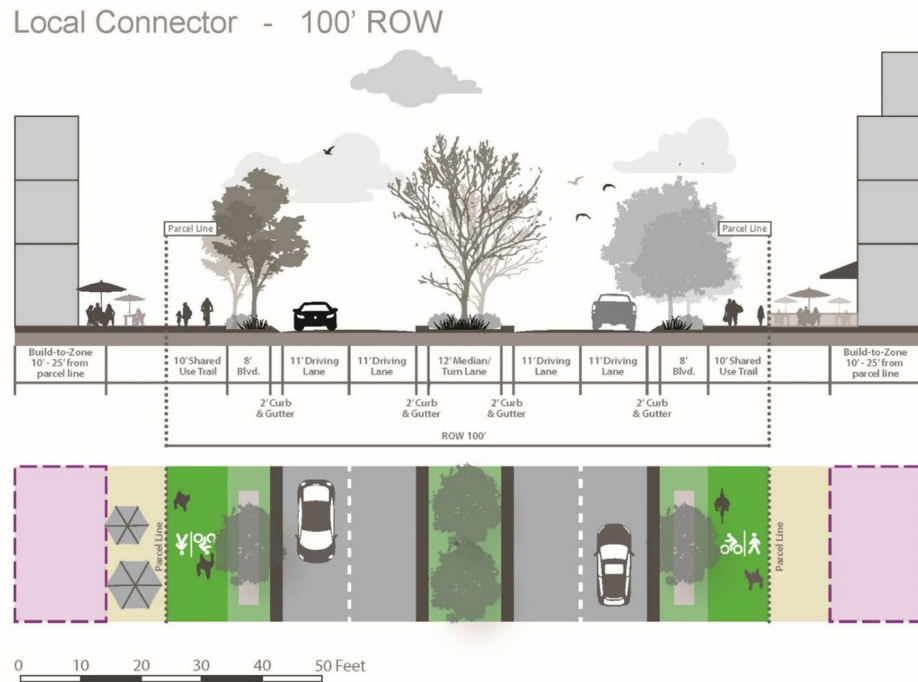
Figure 44-306-A: Illustration of Sidewalk Zones



- i. A clear walkway zone shall be a minimum of six feet in width, or wider as indicated in the Street Design Standards by Street Type illustrated in figure 44-306-A. A clear walkway zone shall consist of a continuous, unobstructed and accessible path of travel for pedestrians that must remain clear of obstacles at all times.
- ii. A boulevard or street life zone shall be a minimum of four feet in width, with an ideal width of five feet or more, as indicated in the Street Design Standards by street type in figure 44-306-A. In some locations the boulevard or street life zone may alternate with parking spaces. A boulevard or street life zone organizes the fixed sidewalk elements along the curb into an area that delineates the clear walkway zone from the roadway. This zone consists of street trees, stormwater planting areas, and street furniture, such as benches, trash cans, bicycle racks, street lighting and street signage.
- c. Shared use trail width shall be a minimum of ten feet.
- d. Pavement markings for pedestrian crosswalks shall be provided at all controlled intersections.
- e. Pedestrian crosswalks at uncontrolled intersections and mid-block, where required by the city council, shall also have pavement markings.
- f. Sidewalk extensions or bump-outs shall be provided at pedestrian crosswalks on streets with parking as a means of traffic calming.
- g. On-street bicycle lanes shall be a minimum of six feet in width and shall be designed in compliance with the city's Living Streets Policy and according to specifications required by the city engineer.

- h. All streetscape trees shall be planted in consideration of location of utilities and future utility needs.
 - i. Tree pits shall be a minimum of four feet in width, and a maximum of three feet in depth. Tree pits shall use planting or granite sets outside of the critical root ball zone or may use tree grates to create additional travel width for pedestrians. Tree boxes shall be sized to ensure sufficient growing space around root ball at installation.
 - j. Trees shall be planted in contiguous open planting areas. Where continuous planting is interrupted by curb cuts, use of a modular suspended pavement system (such as Silva Cells) is required.
- (3) Street design standards by street type. The provisions of this section shall apply to all street types as shown on the North End District Street Network and Types (figure 44-303-A); any private neighborhood internal streets shall meet the same minimum design standards as public neighborhood internal streets. All newly constructed streets and streets undergoing reconstruction shall meet these minimal standards. If property adjacent to existing streets is undergoing development, the city shall at that time acquire any additional right-of-way or easements needed for future improvements to the streets that comply with these standards.
- a. Minor arterial and major collector streets. As all minor arterial and major collector streets within the area are owned by Ramsey County, the city will work with the Ramsey County on accomplishing guidelines set forth in the North End Design Guidelines.
 - b. Local connector streets.
 - i. Local connector street sections.

Figure 44-306-B: Cross-Section of Local Connector Streets



ii. Description of street elements - local connector streets.

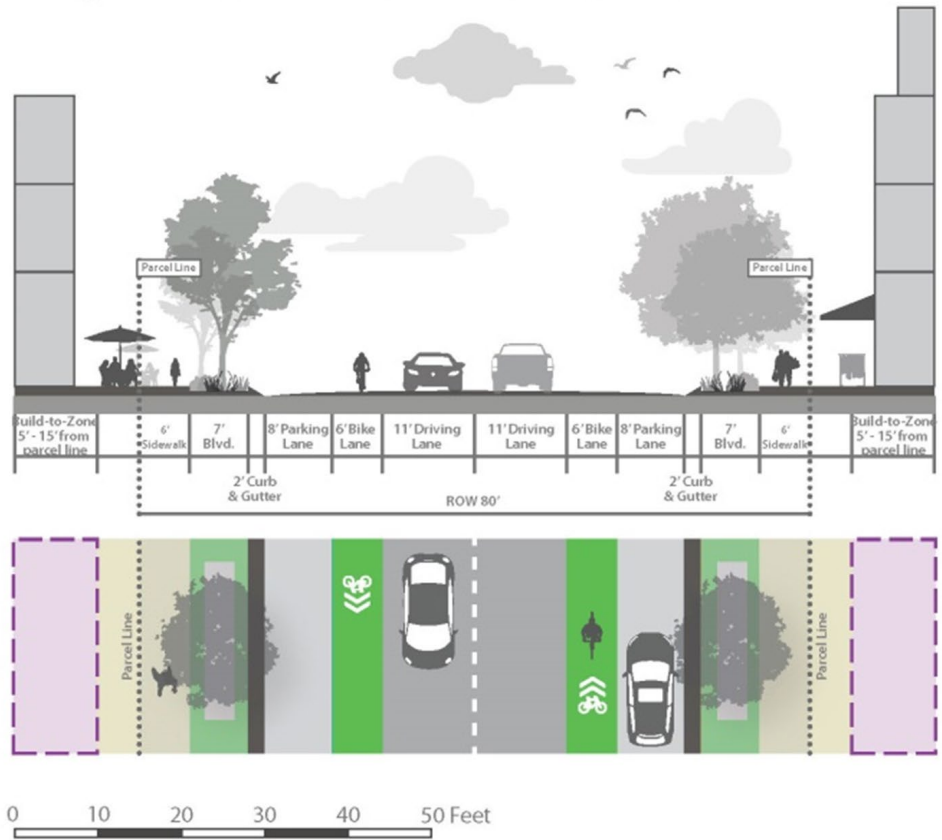
Table 44-306-1: Local Connector Street Design Standards

Right-of-Way	100' minimum
Streetscape	
Sidewalk Width	n/a
Shared Use Trail Width	10' minimum
Boulevard Width	8' minimum
Tree Spacing	30' on center
Travel Way	
Bicycle Lanes	0
Bicycle Lane Width	n/a
Driving Lanes	4
Driving Lane Width	11' maximum
Parking Lanes	0
Parking Lane Width	n/a
Median	14' minimum (with curb & gutter)

- c. Neighborhood main streets.
 - i. Neighborhood main street section.

Figure 44-306-C: Cross Section of Neighborhood Main Street

Neighborhood Main Street - 80' ROW



ii. Description of street elements - neighborhood main streets.

Table 44-306-2: Neighborhood Main Street Design Standards

Right-of-Way	80' minimum
Streetscape	
Sidewalk Width	6' minimum
Shared Use Trail Width	n/a
Boulevard Width	7' minimum
Tree Spacing	25' on center
Travel Way	
Bicycle Lanes	2
Bicycle Lane Width	6' minimum
Driving Lanes	2
Driving Lane Width	11'
Parking Lanes	2
Parking Lane Width	8'
Median	n/a

- d. Neighborhood internal streets.
 - i. Neighborhood internal street sections.

Figure 44-306-D: Cross-Section of Neighborhood Internal Streets
 Neighborhood Internal - 60' ROW



ii. Description of street elements - neighborhood internal streets.

Table 44-306-3: Neighborhood Internal Street Design Standards

Right-of-Way	60' minimum
Streetscape	
Sidewalk Width	6' minimum
Shared Use Trail Width	n/a
Boulevard Width	5' minimum
Tree Spacing	25' on center
Travel Way	
Bicycle Lanes	2
Bicycle Lane Width	6' minimum
Driving Lanes	2
Driving Lane Width	11' maximum
Parking Lanes	2 maximum
Parking Lane Width	8' maximum
Median	n/a

- (4) Open space standards.
- a. Public open space. For each new subdivision, a minimum of ten percent of the lot area shall be dedicated, designed, and accessible as public open space in alignment with the North End District Open Space Network and Types regulating plan in Figure 44-303-B.
 - i. This public open space requirement supersedes the requirements of ch. 26 - Parks and Recreation, and the city's park accessibility charge (PAC).
 - ii. The standards in Table 4 shall apply to all land dedicated and deeded as public open spaces. The property owner or developer shall be responsible for making certain improvements to land dedicated, including, but not limited to, finish grading, ground cover, construction of trails and clearly identifying park and trail boundaries with city-approved markers.
 - iii. If a development site's location does not coincide with the North End District Open Space Network and Types (Section 44-303, Figure 44-303-B), the city council, at its discretion, may require a developer to pay to the city cash fees in lieu of dedication of land for park, recreational, and open space purposes. The cash contribution in lieu of land dedication must be provided prior to the city releasing the final subdivision. The amount of any cash in lieu contribution shall be equivalent to the average fair market value of the ten percent of land that would otherwise be required to be dedicated. For purposes of this section, "fair market value" means the value of land as determined based on tax valuation or other relevant data, or as set forth in the city's fee schedule. If the applicant disputes the amount of the proposed cash contribution in lieu of the land dedication, the applicant, at their own expense, may obtain an appraisal of the property. The appraisal shall be made by approved members of the MAI, or equivalent real estate appraisal societies. If the city disputes such appraisal the city may, at the applicant's expense, obtain an appraisal of the property by a qualified real estate appraisal. This appraisal shall be conclusive evidence of the fair market value of the land.

Table 44-306-4 Public Open Space Standards

Name	Size	Type	Access	Description
Neighborhood Park	2 acres minimum	Public	Located along a public street with public transit or district shuttle route; be adjacent to or incorporate access to multi-modal circulation	Centrally located within the north end area, including east, central, and west parks
Pocket Park (or Plaza)	5,000 sq. ft. minimum	Public or Publicly Accessible	Must be connected by public streets or by public paths that include access for pedestrian and bicycle	Distributed throughout north end area, filling in the service areas around Neighborhood Parks
Greenway	12 ft. minimum width	Public or Publicly Accessible	At least one end must connect to a public street or public path	At mid-block breaks and other key pedestrian connection points

- b. Private usable open space. Each development, both residential and non-residential, shall provide a minimum of ten percent of the lot area as private usable open space. Private usable open spaces will not count toward public open space dedication requirements. Usable open space means designed outdoor space intended for passive or active recreation that is accessible and suited to the needs of the development's residents and/or employees, and shall generally have the following characteristics:
 - i. Functional and aesthetic design that relates to the principal building or buildings, with clear edges, including seating, landscaping, recreational facilities, sidewalk connections, and other amenities;
 - ii. May be designed as courtyards, plazas, picnic areas, swimming pools, play areas, rooftop patios/gardens, or trails within natural areas;
 - iii. Compatible with or expands upon existing pedestrian connections and public parks or open space;
 - iv. May include both private common areas for use by all residents of that development, as well as a private unit's open space for exclusive use by that unit's residents; and
 - v. Does not include driveways, parking areas, steep slopes, or stormwater ponds.

(5) Lot standards.

- a. Each lot must have a primary frontage along a public or private street, except where parcels shown on the regulating plan front on a public space or greenway.
- b. Where a lot has multiple street frontages, the primary entrance should be on the frontage with the highest priority, in accordance with Section 44-303; if a lot has multiple street frontages of the same street type, the frontage with the primary entrance shall be determined by the director of community development.
- c. Minimum lot width along a street frontage shall be 50 feet.

- d. Flag lots are prohibited.

Secs. 44-307. Site design standards.

- (1) Building placement standards.
 - a. All buildings shall meet the building placement standards in the following table:

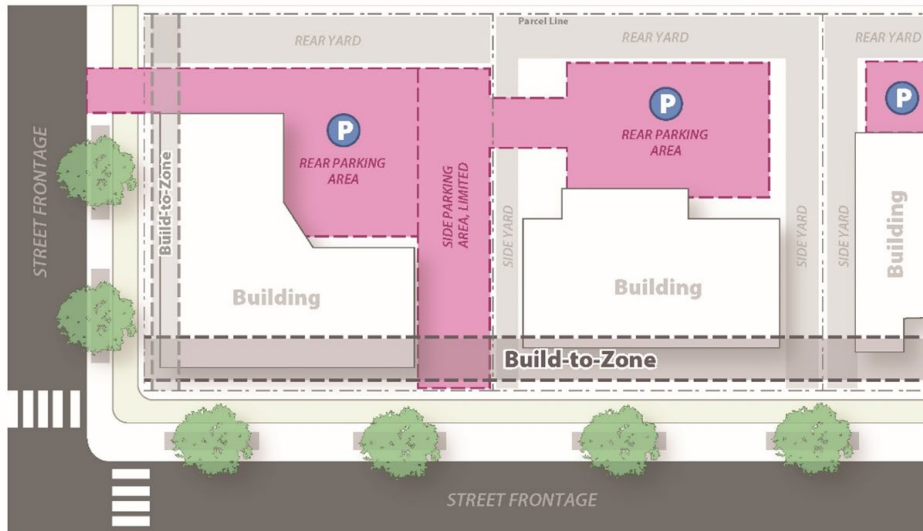
Table 44-307-1: Building Placement Standards by Street Type

	Minor Arterial/ Major Collector	Local Connector	Neighborhood Main Street	Neighborhood Internal Street
<i>Build-to Zone for Street Frontage</i>	15 ft. - 30 ft.	10 ft. - 25 ft.	5 ft. - 15 ft.	15 ft. - 25 ft.
<i>Minimum Side Yard</i>	5 ft.	5 ft.	5 ft.	5 ft.
<i>Minimum Rear Yard</i>	5 ft.	5 ft.	5 ft.	5 ft.
<i>Minimum Street Frontage Coverage</i>	60%	60%	80%	40%

- b. Setback areas.
 - i. Common setback areas must be treated as a unified, planted landscape buffer area that is required to be installed and maintained by the building owner or homeowner's association.
 - ii. Walls, fences, monument signs, lighting, elevated private outdoor space, stairs leading to residential entries, guardrails, handrails and other similar building and landscape elements are allowed encroachments within the setback area.
 - iii. Utilities, transformers and telecommunications equipment shall, to the extent feasible, not be located in front of a building and shall be architecturally integrated or screened by landscaping.
 - iv. Awnings, canopies, marquees, signs, shading devices, cornices and lighting are allowed to encroach into the public right-of-way and into the minimum setback area above a minimum height of ten feet from sidewalk grade.
- (2) Off-street parking and loading standards.
 - a. Off-street vehicle parking placement and design.
 - i. All street types: Off-street parking shall not be permitted to be located between the front of the building and the street.
 - ii. Neighborhood main street type: Off-street parking also shall not be permitted to be located in the side yard.
 - iii. Off-street parking spaces for residential uses shall be located in a central location designed to support multiple uses or multiple units.
 - iv. Vehicular entrances and exits to parking facilities shall have a maximum linear width of 11 feet if accommodating one direction of travel, and maximum linear width of 22 feet if accommodating both an exit and entrance at one opening. Entrances and/or exits that are shared with

- v. Open surface parking areas must be limited to no more than 20 percent of total site area for any particular project.
- vi. Parapet edges of the parking areas, including the roof, and screening around open surface parking areas must be higher than vehicle headlights in order to screen adjacent properties.

Figure 44-307-A: Off-Street Vehicle Parking Placement



- b. Quantity of off-street vehicle parking spaces. The number of off-street vehicle parking spaces shall meet the minimum and maximum ratios listed in Table 44-307-2, Off-Street Vehicle Parking Spaces.

Table 44-307-2: Off-Street Vehicle Parking Spaces

Type of Use	Minimum Off-Street Vehicle Parking Spaces	Maximum Off-Street Vehicle Parking Spaces
Residential within 1/4 mile of the BRT station	0.5 spaces/unit	2.0 spaces/unit
Residential outside 1/4 mile of the BRT station	1.0 space/unit	2.5 spaces/unit
Lodging	0.5 spaces/guest room	1.25 space/guest room
Business	1 space/1,000 sf	5 spaces/1,000 sf
Public, social or health care	1 space/1,000 sf	5 spaces/1,000 sf
Arts, entertainment or recreation	1 space/1,000 sf	5 spaces/1,000 sf
Transportation	1 space/1,000 sf	5 spaces/1,000 sf

- c. Off-street bicycle parking. Off-street bicycle parking must be provided for new buildings in the minimum quantities listed in Table 44-307-3, Minimum Bicycle Parking Spaces.

Table 44-307-3: Minimum Bicycle Parking Spaces

Land use	Short Term (Visitor)	Long Term (Tenant)	Support Facilities
Non-residential uses	4 spaces plus 5% of required automobile parking for visitors	1 space plus 5% of required automobile parking for tenants/occupants	1 shower/changing facility per gender per 100 employees
Residential buildings with shared parking facilities	4 spaces plus 0.10 spaces per unit	2 spaces plus 0.50 spaces per unit	N/A
Residential buildings with an individual private garage	4 spaces plus 0.10 spaces per unit	N/A	N/A

- d. Shared parking. Shared off-street parking facilities are allowed to collectively provide parking in any district for more than one structure or use, subject to the following conditions:
 - i. The uses must have their highest peak demand for parking at substantially different times of the day or week, or an adequate amount of parking shall be available for both uses during shared hours of peak demand. A parking plan shall address the hours, size and mode of operation of the respective uses.
 - ii. The minimum spaces required under a shared parking agreement shall be based on the number of spaces required for the use that requires the most parking.
 - iii. Shared parking facilities shall be protected by an irrevocable covenant running with the land and recorded with the county in a form approved by the city attorney. A certified copy of the recorded document shall be provided to the zoning administrator within 60 days after approval of the agreement by the city council.
 - e. Off-street loading facilities.
 - i. Individual off-street loading spaces shall have a maximum width of ten feet and a maximum vertical clearance of 16 feet. Loading docks shall be screened, both architecturally and with landscaping to minimize visibility from the street and neighboring buildings.
 - ii. A maximum of one curb cut for loading and service is permitted every 600 linear feet of street frontage.
 - iii. Garage, loading and service entry areas must include either opaque or translucent garage door panels. Loading entries must be well lit at night and obscure views into loading areas under daylight and night light conditions.
 - f. On-street loading spaces. On-street loading spaces shall be sized to accommodate appropriate vehicles. On-street loading spaces are allowed to be used as regular vehicular parking spaces and scheduled for loading.
- (3) Screening standards.
- a. Refuse storage. Storage of refuse containers should be accommodated inside the buildings; however, outdoor storage can be provided if adequately screened both architecturally and with landscaping. The location should minimize visibility from the street and neighboring buildings. No refuse storage is allowed in front of

the building, adjacent to the street; corner lots shall not have refuse storage adjacent to either street.

- b. Mechanical equipment.
 - i. To avoid noise and air quality impacts on open space areas, mechanical ducts or vents, with the exception of residential kitchen and bathroom vents, shall not be located adjacent to areas designated for courtyards or common activity areas.
 - ii. Rooftop mechanical equipment greater than four feet in height shall be screened in an enclosure that also considers views from above. All screening shall be at least of equal height to the mechanical equipment that it screens.

Secs. 44-308. Building design standards.

Buildings shall be constructed to meet the form requirements described in the sections below:

- a. Building size standards.

Table 44-308-1: Building Size Standards by Street Type

	Minor Arterial/ Major Collector	Local Connector	Neighborhood Main Street	Neighborhood Internal Street
Minimum Building Height	2 stories	2 stories	2 stories	2 stories
Maximum Building Height	8 stories	6 stories	6 stories	6 stories
Upper Floors Stepback*	Stepback required above 4 stories	Stepback required above 4 stories	Stepback required above 3 stories	Stepback required above 2 stories
Maximum Building Length	250 ft.	250 ft.	250 ft.	250 ft.
*Stepbacks shall be a minimum of 10'				

Figure 44-308-A: Building Design Element Illustration



b. Building façade standards.

Table 44-308-2. Building Façade Standards by Street Type

	Minor Arterial/ Major Collector	Local Connector	Neighborhood Main Street	Neighborhood Internal Street
Principal Entrance Placement	Minimum of one required on street façade			
Spacing of Entrances on Street Façade	At least every 75 ft.			
Street Façade Articulation	At least every 55 ft.	At least every 45 ft.	At least every 35 ft.	At least every 20 ft.
Minimum Street Façade Transparency: Ground Floor	50%	50%	65%	20%

i. Parking structures.

1. All off-street parking structures that front a public street must be lined with a minimum of 18 feet of occupied habitable space at the ground floor between the parking area and exterior wall of the building.
2. All other frontages must visually screen the interior from the exterior under daylighting and night lighting conditions.

ii. Exterior building materials. Exterior-building materials shall be classified as primary, secondary or accent material. Primary materials shall cover at least 60 percent of all façades of a building. Secondary materials may cover no more than 30 percent of all façades of a building. Accent materials may include door and window frames, lintels, cornices and other minor elements, and may cover no more than ten percent of all façades of a building.

1. Primary exterior building materials may be brick, stone or glass. Bronze-tinted or mirror glass are prohibited as exterior materials.
2. Secondary exterior building materials may be decorative block or stucco.
3. Synthetic stucco may be permitted as a secondary material on upper floors only.
4. Accent materials may be wood or metal if appropriately integrated into the overall building design and not situated in areas that will be subject to physical or environmental damage.
5. All primary and secondary materials shall be integrally colored with no painted materials.

Secs. 44-309 —44-310. Reserved.

DIVISION 18. PUD PLANNED UNIT DEVELOPMENTS

Secs. 44-311. Planned unit development—fixed district.

- (1) The purpose of the planned unit development—fixed district is to allow for the continuance of planned unit developments approved through conditional use permits prior to September 1, 2020.

- (2) There shall be no new parcels zoned to the planned unit development—fixed district after September 1, 2020.
- (3) All preliminary and final development plans approved as part of a conditional use permit for a planned unit development prior to September 1, 2020 shall remain in full force and effect as part of this overlay district. Provided new development in the planned unit development—fixed district is in compliance with the approved plans, the development shall be considered in conformance.
- (4) Amendments to development plans for property in the planned unit development - fixed district shall be processed according to the provisions in article VII, division 2. Minor amendments will be considered while major amendments shall require the establishment of a new planned unit development district.

Secs. 44-312. PUD Planned unit development.

- (1) The PUD planned unit development provisions are intended to encourage more efficient use of land, public services and greater amenity by allowing, under certain circumstances, a more flexible means of land development or redevelopment than is otherwise afforded through the strict enforcement of the zoning requirements of certain districts through lot-by-lot development. Although planned unit developments may appear to deviate in certain aspects from a literal interpretation of the zoning and subdivision ordinances, the PUD is intended to allow flexibility in design in order to promote developments which will be an asset to the city by equaling or surpassing the quality of developments resulting from the application of more conventional zoning regulations. A PUD may be used as a special district adapting any base zoning district or combination of zoning districts.
- (2) A planned unit development shall be established by rezoning to a newly created, numbered planned unit development district that outlines the uses, dimensions, and design standards of the new PUD zoning district following the procedures set forth in article VII, division 2.
- (3) No planned unit developments may be created in the MU District or the NE District.
- (4) Planned unit developments shall be on a tract of land more than one acre.
- (5) Permitted uses shall generally be consistent with the permitted or conditional uses of the underlying base district. However, a PUD district can request alternative uses to the permitted uses of the underlying base district, subject to the approval by the city council as part of the establishment of the PUD.
- (6) Density of development must meet the guidance set by the comprehensive plan's future land use designation and map.
- (7) The following provisions shall be addressed as part of the PUD. When it is intended that regulations vary from the underlying district, the applicant shall propose them as part of the PUD application process:
 - a. A PUD shall be designed to complement existing and planned future land uses of adjacent uses and infrastructure.
 - b. Lot area may vary from the underlying base district standard in a PUD provided the developer has demonstrated that the proposed design and layout meets the provisions of this chapter.
 - c. Setbacks may vary from underlying base district standards in a PUD provided the developer has demonstrated that the proposed design and layout meets the

- provisions of this chapter. Perimeter setbacks shall be consistent with the setbacks of the underlying base zoning district.
- d. Building height may vary from the underlying base district standard. The city may request cross sections, elevations and other information from the developer in order to determine if the structure height meets the provisions of this chapter.
 - e. A PUD shall be designed to preserve existing vegetation and topography where practical and shall be consistent with the goals and objectives of the comprehensive plan.
 - f. Overall architectural design shall be generally compatible with the characteristics of the surrounding developments.
 - g. Parking ratios may deviate from the off-street parking space standards. Where alternative parking ratios are not stated in the PUD application, they shall conform to Section 44-17 off-street parking.
 - h. All publicly dedicated streets, utilities and storm-water facilities shall be designed in accordance with the city code, policies, and design standards. The city may consider flexible standards for streets if the developer has demonstrated that the proposed design and layout warrants varying standards and the design meets the provisions of this chapter.
 - i. Circulation/access.
 - i. Vehicular access to lots adjoining an arterial street as defined by the functional classification system shall be designed by way of a frontage road, service road or local street.
 - ii. Streets in a PUD shall be designed to promote a grid network of streets, minimizing dead ends and culs-de-sac and connecting to adjoining developments where streets have been 'stubbed in' for the purpose of continuation.
 - iii. A PUD shall include provisions for pedestrians, bicycles and transit.
 - j. A landscape and screening plan shall be included in the PUD submittal. The plan should include street tree provisions, screening, parking lot landscaping where applicable and the preservation of mature, healthy hardwood trees where applicable.
 - k. A comprehensive sign plan shall be adopted following the requirements of Chapter 44, Zoning, Article III, Sign and Mural Regulations. Preliminary plans related to signage shall be submitted as part of the PUD application. While the comprehensive sign plan will be adopted subsequently to the PUD, if an exception to the city's signage regulations are needed they shall be evaluated and adopted as part of the PUD process. Freestanding pylon type signs shall consolidate tenants or uses in predetermined locations, minimizing the number of freestanding signs where possible.

Secs. 44-313—44-320. Reserved.

DIVISION 19. USE SPECIFIC STANDARDS

Secs. 44-321. Principal Uses

- (1) Animal veterinary clinic
 - a. No exterior kennels are allowed.

- (2) Bed and Breakfast
 - a. Bed and breakfast establishments shall only be allowed within the following types of structures:
 - i. Single-unit dwelling if the bed and breakfast has four or fewer guestrooms and as a conditional use permit if the bed and breakfast has more than four guestrooms;
 - ii. Commercial building; and
 - iii. Mixed-use building
 - b. All bed and breakfast establishments must meet the required number of off-street parking spaces as specified in Section 44-17 off-street parking.
- (3) CNG (compressed natural gas) or LPG (liquid petroleum gas) dispensing facilities
 - a. Tanks shall not exceed a water capacity of 1,500 gallons for those dispensing facilities whose primary purpose is to produce power and light for nonvehicle uses, such as at 3M, NSP's facility on Century Avenue, or for temporary use on construction sites.
 - b. Facilities shall meet licensing requirements in Chapter 14, article X.
- (4) Currency exchange
 - a. Must be located at least 500 feet from a residential lot line and at least 500 feet of any school or religious institution.
 - b. Must have city licensing as regulated in Chapter 14, article XII.
- (5) Dwelling, double (duplex)
 - a. In the R-3 Residence District:
 - i. In any of the R-3 subdistricts, double dwellings (duplexes) are only allowed as part of a townhouse development.
 - b. In the MU District:
 - i. Any pre-existing conforming or nonconforming double-dwelling (duplex) residential use or structure which became nonconforming by adoption of the mixed-use zoning district may be expanded or intensified so long as such expansion or intensification would be permitted under the R-1 single-dwelling residential district or the R-2 double-dwelling residential district and/or MU mixed-use district.
- (6) Dwelling, single-unit
 - a. For the purpose of use specific standards, the following definitions shall apply:
 - i. One-story dwelling means a dwelling having a single floor level, usually at grade level.
 - ii. One and one-half-story dwelling means a dwelling having two floor levels, one at grade and one above grade, which does not have full ceiling height for the entire above grade level.
 - iii. Bilevel dwelling means a dwelling having two floor levels, usually one four feet below grade, one four feet above grade, both with full ceiling height. It may be on a sloping lot with the lower level partially exposed.
 - iv. Trilevel dwelling means a dwelling having three floor levels, usually one four feet below grade, one at grade, and one four feet above grade, all with full ceiling height.
 - v. Two-story dwelling means a dwelling having two floor levels, one at grade and one above grade, both with full ceiling height.
 - b. In the R-1 District:

- i. One single-unit dwelling and its accessory buildings and uses on each lot. Property owners may construct a second single-family dwelling on their lot, if they meet the following conditions:
 1. The property owner shall sign a statement prepared by the city. This statement shall include an agreement to remove the existing house, including the basement and footings, and clean up the site within 90 days of completion or occupancy of the new house. If adverse weather conditions occur which cause a delay in the demolition or removal, the director of community development may grant a one-time extension for the required removal, site cleanup and restoration of up to 60 days. The city council may approve one additional time extension.
 2. The property owner giving the city an irrevocable letter of credit or cash escrow equal to 1½ times the estimated cost of the removal or demolition of the existing house. This surety is to ensure the removal of the existing house and cleanup of the site.
 3. The property owner signing a right-of-entry agreement allowing city-designated workers or contractors on the property to remove the older house or clean up the property.
 4. Compliance with Section 44-18, concerning access.
 5. The property owner shall site the new house so there is adequate emergency vehicle access to both houses. This shall be subject to the approval of the police chief.
 6. The property owner must occupy the existing (old) house.
 - c. In the BC District:
 - i. A single unit dwelling is permitted with a business unit. The single-dwelling unit and the principal business use must be in the same structure.
 - d. In the MU District:
 - i. Any pre-existing conforming or nonconforming single-unit dwelling which became nonconforming by adoption of the mixed-use zoning district may be expanded or intensified so long as such expansion, or intensification would be permitted under the R-1 single-dwelling residential district or the R-2 double-dwelling residential district and/or MU mixed-use district.
- (7) Live-work units
- a. The workspace component must be located on the first floor or basement of the building, with an entrance facing the primary abutting road.
 - b. The dwelling unit component must be located above or behind the workspace and maintain a separate entrance accessible from the primary abutting road.
 - c. The office or business component of the workspace shall not exceed 30 percent of the total gross floor area of the principal dwelling unit and shall meet all building code requirements.
 - d. A total of two off-street parking spaces shall be provided on site for a live-work unit, located to the rear of the unit, or underground/enclosed (including attached or detached garage parking spaces.)

- e. No more than one passenger or light commercial vehicle (i.e., delivery truck) associated with the office or business component of the workspace may be stored on site. Heavy commercial vehicles are prohibited.
 - f. The size and nature of the workspace shall be limited so that the building type may be governed by residential building codes. An increase in size or intensity beyond the specified limit would require the building to be classified as a mixed-use building and will require different construction standards.
 - g. The workspace component of the building may include the following uses: offices, small service establishments, home crafts which are typically considered accessory to a dwelling unit or limited retail associated with fine arts or crafts. The workspace component shall be limited to those uses otherwise permitted in the district that do not require a separation from residentially zoned or occupied property. The workspace component may not include a wholesale business, manufacturing business, motor vehicle service or repair for any vehicles other than those registered to residents of the property and a commercial food service requiring a license, except for a catering business which meets all conditional use permit requirements as specified in article V. (conditional use permits.)
 - h. Signage *for a live-work unit* is restricted to one 15-square-foot wall sign and shall not be internally illuminated.
 - i. Live-work units do not require a home occupation license as specified in Section 14-56 home occupations.
- (8) Livestock raising and handling
- a. The workspace component must be located on the first floor or basement of the building, with an entrance facing the primary abutting road.
 - b. The dwelling unit component must be located above or behind the workspace and maintain a separate entrance accessible from the primary abutting road.
 - c. The office or business component of the workspace shall not exceed 30 percent of the total gross floor area of the principal dwelling unit and shall meet all building code requirements.
 - d. A total of two off-street parking spaces shall be provided on site for a live-work unit, located to the rear of the unit, or underground/enclosed (including attached or detached garage parking spaces.)
 - e. No more than one passenger or light commercial vehicle (i.e., delivery truck) associated with the office or business component of the workspace may be stored on site. Heavy commercial vehicles are prohibited.
 - f. The size and nature of the workspace shall be limited so that the building type may be governed by residential building codes. An increase in size or intensity beyond the specified limit would require the building to be classified as a mixed-use building and will require different construction standards.
 - g. The workspace component of the building may include the following uses: offices, small service establishments, home crafts which are typically considered accessory to a dwelling unit or limited retail associated with fine arts or crafts. The workspace component shall be limited to those uses otherwise permitted in the district that do not require a separation from residentially zoned or occupied property. The workspace component may not include a wholesale business, manufacturing business, motor vehicle service or repair for any vehicles other than those registered to residents of the property and a commercial food service

- requiring a license, except for a catering business which meets all conditional use permit requirements as specified in article V. (conditional use permits.)
- h. Signage for a live-work unit is restricted to one 15-square-foot wall sign and shall not be internally illuminated.
- (9) Manufactured home
- a. All new installations of manufactured homes shall be tied to ground anchoring systems. Such installations shall be in compliance with the current state rules and regulations concerning such installations.
- b. Manufactured homes must meet the most recent HUD certification requirements. Manufactured homes that have been previously lived in require a moving permit under Chapter 12, Article III.
- (10) Manufacturing, light
- a. A conditional use permit is needed if such use has more than 5,000 square feet of gross floor area, in which case total floor area shall not exceed 10,000 square feet.
- (11) Mining
- a. Mining shall not be located within 350 feet of any property that the city is planning for residential use.
- (12) Minor motor vehicle stations
- a. Minor motor vehicle stations with canopies are allowed to place signage on the canopy and the building; the area of the sign will contribute to the overall area allowance for wall and projecting signs described in part a. above, as long as they do not exceed the requirements above.
- (13) Motor vehicle accessory installation
- a. No petroleum products are allowed to be added to, applied to, or removed from the vehicle.
- b. There shall be no maintenance, servicing or repair of vehicles or parts of vehicles, including car washing.
- c. There shall be no vehicle hoist or lift.
- d. There shall be no noxious materials used.
- (14) Motor vehicle maintenance garage
- a. The setback of any overhead canopy shall be at least 15 feet from the street right-of-way line and five feet from a nonresidential property line.
- b. The setbacks to a residential lot line in Section 44-20(c)(6) shall include motor vehicle washes, fuel dispensers or canopies.
- c. All parts of major motor fuel stations, motor vehicle washes or maintenance garages shall be at least 350 feet from any property the city is planning for residential use.
- d. No unlicensed or inoperable vehicles shall be stored on the premises for more than 48 hours, except in storage areas that are fully screened from public view.
- e. All trash, waste materials and obsolete parts shall be stored within an enclosed trash container.
- f. All repair, assembly, disassembly and maintenance shall occur within an enclosed building, except minor maintenance. Minor maintenance shall include work such as tire replacement or inflation, adding oil or wiper fluid replacement.
- g. The city must approve the location and type of outdoor storage in the conditional use permit.

- h. Noise from operations, including external speakers, shall not exceed the noise standards of the state pollution control agency.
 - i. No motor fuel station or maintenance garage within 350 feet of a residential lot line shall be open to the public between the hours of 11:00 p.m. and 6:00 a.m. The city council may allow or require different hours of operation as part of the approval process of a conditional use permit for maintenance garages and motor fuel stations.
 - j. Fuel station dispenser islands, parking areas, and drives shall be screened from residential lot lines in conformance with Section 44-19(c) and (d).
 - k. Parking shall be limited to paved areas.
 - l. All new or replacement underground fuel storage tanks shall meet the standards of state statutes and the standards of the state pollution control agency. Such tanks shall also have a UL listing appropriate for their use. In addition, installation plans shall be submitted to the state fire marshal's office for approval.
 - m. There shall be leak detection equipment on all new and existing tanks according to U.S. Environmental Protection Agency (EPA) schedule deadlines. Leak detection facilities shall include electronic (in tank) monitoring equipment as well as manual daily measurement and recording of tank levels. Records of daily tank levels, fuel purchases and fuel sales shall always be available on site for inspection by the fire marshal.
 - n. Vents from an underground fuel storage tank shall be 200 feet from a residential lot line. The city council may approve a lesser setback if the developer can prove that the topography or existing or proposed buildings will prevent fumes from reaching a residential lot line.
- (15) Motor vehicle major motor fuel station
- a. All stations shall meet the standards set forth for motor vehicle maintenance garage above.
 - b. Gas station canopies. Gas stations are allowed one additional wall sign that may be attached to the façade of the building or the overhanging canopy above the pump island. The wall sign on the canopy shall not exceed 50 percent of the face of the canopy, or the maximum size specified above, whichever is less.
- (16) Motor vehicle minor motor fuel station
- a. In the BC, BC(M), M-1, and M-2 Districts:
 - i. Any motor vehicle minor fuel station shall meet the standards set forth for motor vehicle maintenance garage above.
 - b. In the MU and NE Districts:
 - i. All parts of the minor motor fuel station shall be at least 100 feet from any residential use within the mixed-use zoning district, including mixed-use buildings that comprise at least 50 percent residential uses.
 - ii. All parts of the minor motor fuel station shall be at least 350 feet from any single, double or multi-family residentially zoned land.
 - iii. All new or replacement underground fuel storage tanks shall meet the standards of state statutes and the standards of the state pollution control agency. Such tanks shall also have a UL listing appropriate for their use. In addition, installation plans shall be submitted to the state fire marshal's office for approval.

- iv. There shall be leak detection equipment on all new and existing tanks according to the Federal Environmental Protection Agency schedule deadlines. Leak detection facilities shall include electronic (in tank) monitoring equipment and manual measurement and recording equipment of tank levels for daily records. Records of daily tank levels, fuel purchases and fuel sales shall always be available on site for inspection by the fire marshal.
- (17) Motor vehicle wash
 - a. All motor vehicle washes shall meet the standards set forth for motor vehicle maintenance garage above and the following additional standards:
 - i. Water from a motor vehicle wash shall not drain onto a public street or access. A drainage system shall be installed, subject to the approval of the city engineer.
 - ii. There shall be stacking space for at least four vehicles.
- (18) On-sale liquor
 - a. Must be located at least 350 feet from any property that the city is planning for residential use.
 - b. All business, storage, or display, except signs and parking, shall be in a closed building.
- (19) Pawnbroker
 - a. Must be located at least 500 feet from a residential lot line and at least 500 feet of any school or church.
 - b. Must have city licensing as regulated in Chapter 14, Article XII.
- (20) Publishing and printing establishments
 - a. Shall only be allowed within an entirely commercial structure, meaning a structure that does not have any residential uses.
- (21) Recycling facility
 - a. Shall not be located within 350 feet of any property that the city is planning for residential use.
 - b. All activities shall be located within an enclosed building.
- (22) Repair shop
 - a. All business, storage, or display, except signs and parking, shall be in a closed building.
- (23) Retail firearms sales
 - a. Must be located within a business, store or shop which is at least 350 feet from any property the city is planning for residential use.
 - b. Must obtain and meet all applicable state and federal licenses.
- (24) Sale or leasing of new or used motor vehicles
 - a. Shall not be located within 350 feet of any property that the city is planning for residential use.
 - b. Auto dealerships. Auto dealerships may have one freestanding sign, plus one freestanding sign for each car franchise. The maximum sign area and height for the freestanding signs shall be determined by the classification of the abutting roads, as specified above. More than one freestanding sign may be allowed per street frontage provided said signs are separated by more than 150 feet measured in a straight line between the signs.
- (25) Trucking yard or terminal

- a. Any storage of semitrucks or freight shall be for less than two weeks as long-term or permanent storage is not allowed.
- b. Trucks associated with the terminal may be repaired in buildings or outdoor areas on the site.

Secs. 44-322. Accessory Uses

(1) Accessory buildings.

- a. In the RE, R-1, R-1S, and R-2 Districts:
 - i. The areas of accessory buildings shall be limited to the areas in the following table:

Table 44-322-1: Accessory Building Size Maximum

Lot Areas (sq. ft.)	Detached Buildings Without an Attached Garage	Attached Garages Without Detached Garage Buildings	Combination of Detached and Attached Garage * Buildings
Under 8,000	768	768	1,188
8,000—11,999	1,000	1,000	1,420
12,000—15,999	1,000	1,000	1,480
16,000—20,999	1,100	1,100	1,660
21,000—41,999	1,250	1,250	1,850
42,000+	1,250 (garages)	1,250	2,500
	1,000 (all other accessory buildings)		

- ii. A private garage shall not exceed 16 feet as measured from grade.
 - iii. The city council may approve an increase in height or area by conditional use permit.
- b. Within the R-1(R) District:
 - i. The following size standards shall apply to accessory buildings and garages:

Table 44-322-2 Accessory Building Size Maximum for R-1 (R)

	Detached Buildings (Max Area, Square Feet)	Attached Garages (Max Area, Square Feet)	Combination of detached buildings and attached Garage (Max Area)
Tier I	1,400 (garages), 1,100 (other)	1,400	2,800
Tier II	1,250 SF Total	1,250	1,850

- ii. A private garage shall not exceed 16 feet as measured from grade.
 - iii. The city council may approve an increase in height or area by conditional use permit.
- (2) Accessory dwelling unit (ADU)
 - a. Only one (1) ADU may be created per single-family property.
 - b. The property owner shall comply with the Residential Rental Code.
 - c. An ADU shall be between 250 and 900 square feet in size.
 - d. Off-street parking spaces must be available for use by the owner-occupant(s) and tenant(s) with at least two (2) spaces available for the principal residence and one (1) space available for the accessory dwelling unit.

- e. A deed restriction shall be created and recorded with Ramsey County restricting the independent sale of an ADU and requiring adherence to size limitations and other requirements found in this chapter.
- f. An ADU in a detached accessory structure must also meet the following requirements:
 - i. The square footage of the detached ADU shall be counted toward to the total allowable accessory structure area on a lot as listed in the individual zoning district.
 - ii. The accessory structure containing the ADU shall follow the setback standards for a principal structure. An existing accessory structure may not be converted into an accessory dwelling unit if required setbacks are not met.
 - iii. The accessory structure containing the ADU shall be located at least five (5) feet from any other structure.
 - iv. Water and sewer connection shall meet building code requirements.
 - v. The accessory structure containing the ADU must meet zoning district height restrictions for an accessory structure.
- (3) Citizen band radio towers, amateur radio towers, television antennas, and flagpoles
 - a. In the RE, R-1(R), R-1, R-1S, R-2, and R-3 Districts:
 - i. Use only allowed for residential (non-commercial) purposes.
 - ii. A five-foot setback shall be maintained from all property lines.
- (4) Day care, family
 - a. In the R-3 District:
 - i. Only permitted in double (duplex) dwellings.
- (5) Direct to consumer sales
 - a. Shall meet the licensing and permitting requirements of Chapter 14, article VI; Chapter 20, Article IV; and Chapter 28, Article II.
- (6) Drive-up food or beverage window, drive-through sales and service
 - a. Any message board may not exceed 64 square feet and six feet in height. A message board shall not be located as to impair the vision of the driver of a vehicle traveling into, out of, or through the drive-through isle.
- (7) Landscape business (or any other similar use that is determined to be the same general character as a landscape business)
 - a. Allowed as an accessory use to residential property if on a parcel of land which is four acres or larger.
 - b. Where there is a question concerning the appropriateness of a similar use as a conditional use within the farm residence district, the planning commission shall review the question and forward a recommendation to the city council for final determination.
 - c. There shall be no exterior storage of commercial vehicles, equipment, or material associated with the business. Storage of these items must be in an approved accessory structure that meets the following findings:
 - i. The accessory structure must meet the size and height requirements as specified for accessory structures.
 - ii. When adjacent a residential lot, the accessory structure must comply with the setback requirements specified in Section 44-20(c)(6)b, which pertains to additional design standards. When adjacent to a commercial

- lot, the accessory structure must comply with the identified setbacks in the residential district.
- iii. When adjacent a residential lot, the accessory structure and other areas of the lot where deemed necessary shall comply with Section 44-19(a), (b), (c), and (d), which pertain to landscaping and screening.
 - d. No more than one nonresident employee shall be allowed to work on the premises.
 - e. The hours of operation are limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday.
- (8) Sacred community
- a. The sacred community, and any micro-units constructed within it, shall meet the requirements of Minn. Stats. § 327.30, as may be amended. This shall include the requirement that any sacred community not located on the grounds of a religious institution's primary worship location, shall be located on a contiguous parcel to that primary worship location.
 - b. On an annual basis, a certification must be provided which demonstrates that the sacred community meets the requirements of Minn. Stats. § 327.30, including that the residents meet the eligibility requirements.
- (9) Storage or parking of heavy commercial vehicles or commercial equipment or more than one light commercial vehicle
- a. In the RE, R-1(R), R-1, R-1S, and R-2 Districts:
 - i. The storage or parking is subject to the approval of the city council and subject to the following standards:
 1. The owner or operator of the vehicle or commercial equipment must reside on the property.
 2. The vehicle or commercial equipment shall be parked in an enclosed structure or on a hard-surface driveway that meets the applicable zoning district requirements.
 3. Noise from idling the engine shall not exceed the L50 standards provided for in state statutes. The owner or operator shall not let the vehicle's engine idle for more than 30 minutes in any one-hour period. In no exception may the owner or operator run or let the engine idle for more than two periods, lasting 30 minutes each, in one 24-hour period.
 - ii. The following are exceptions to subsection (1)a of this section:
 1. Those commercial vehicles or commercial equipment used for authorized on-site construction, repair or service at the residence.
 2. Any motor truck, pickup truck, or other commercial vehicle being used by a public utility, moving company, or similar company, which is being used to service a residence not belonging to or occupied by the operator of the vehicle.
 3. Any vehicle that is making a pickup or delivery at the location where the driver or operator has parked it. Parking shall not be for the time beyond that the driver or operator needs to make such a pickup or delivery and shall only be for the time necessary to complete the pickup or the delivery.
 4. Lawful nonconforming and permitted uses.

- (10) Supportive commercial uses
 - a. In the CO District:
 - i. Supportive commercial uses shall not exceed 25 percent of the total net floor area of the building.

Secs. 44-323-44-731 Reserved.

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

Approved by the City Council of the City of Maplewood on December 11, 2023.

Signed:

Marylee Abrams, Mayor

Date

Attest:

Andrea Sindt, City Clerk

Date

ORDINANCE NO. _____

An Ordinance Amending Chapter 44 of the Zoning Code, Article III. Sign Regulations

The City Council of Maplewood ordains as follows:

Section I. Chapter 44, Article III. Sign Regulations is hereby repealed in its entirety and replaced with the following Article III. Sign and Mural Regulations:

ARTICLE III. – SIGN AND MURAL REGULATIONS

Secs. 44-731. Purpose and intent.

The purpose of this article is to establish a comprehensive and impartial system of sign regulations that balances the needs for effective visual communication including business identification and the needs for a safe, well-maintained, and attractive community. It is intended through the provisions contained herein to:

- a. Promote signs which by their design and dimensions are integrated and harmonized with the surrounding environment and the buildings and sites they occupy.
- b. Protect the public from damage or injury caused by signs that are poorly designed or maintained and from signs that cause distractions or hazards to motorists and pedestrians using the public streets, sidewalks, and public right-of-way.
- c. Avoid excessive signage in order to give each business or use optimum visibility to passer-by traffic and prevent cluttering of the streetscape.

Secs. 44-732. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Table 44-732-1 which follows provides visual representations of types of signs:

Abandoned sign means a sign or sign structure that is located on a building or property that has been vacant or unoccupied for a period of three months or more, or a sign which pertains to a time, event, or purpose that no longer applies. Signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of at least six months.

Administrator means the director of community development or other person charged with the administration and enforcement of this article.

Alteration, major means any major alteration to a sign, but shall not include routine maintenance, painting, or change of the sign face of an existing sign.

Alteration, minor means a change of sign copy, sign face, sign color, or modifications or repairs to an existing sign that are cosmetic in nature or include a replacement of parts. Expansion of an existing sign does not constitute a minor alteration.

Awning means a covering attached on the façade of a building which projects typically over a door, window, or sidewalk.

Awning/canopy sign means a sign affixed flat to the surface of an awning or canopy which does not extend vertically or horizontally beyond the limits of such awning or canopy.

Banner sign means a temporary sign that is constructed of cloth, flexible plastic, or fabric of any kind which can be easily folded or rolled. This term does not include flags.

Billboard means a freestanding, off-site sign located adjacent to a principal arterial street.

Building sign means any sign affixed to a building or an appurtenance of a building including wall signs, projecting signs, window signs, and awning/canopy signs.

Changeable copy message board means a sign or portion of a sign which is characterized by interchangeable letters and figures. This definition shall not include dynamic display signs.

Commercial sign means any sign, display, or device designed, intended or used to encourage or promote purchase or use of goods or services.

Comprehensive sign or mural plan means a coordinated plan for all signs and/or murals located on a site or within a single development.

Community design review board means the body established in Chapter 2 of the City Code as a committee of the City Council which reviews site plans, building design, landscape plans, and signage.

Dynamic display sign means any sign designed for outdoor use that is capable of displaying a video signal, including, but not limited to, cathode-ray tubes (CRT), light-emitting diode (LED) displays, plasma displays, liquid-crystal displays (LCD), or other technologies used in commercially available televisions or computer monitors.

Flag means any device generally made of flexible materials, such as cloth, and designed to be attached to a flagpole on one edge only.

Flashing sign means an illuminated sign which contains flashing lights or exhibits with noticeable changes in light intensity.

Freestanding sign means a sign that is attached to, erected on, or supported by an architecturally-planned structure (such as a pole, mast, frame, or other structure) that is not itself an integral part of or attached to a building or other structure whose principal function is something other than the support of a sign. This definition includes pylon signs and monument signs.

Graffiti means unauthorized markings of paint, dye, or other similar substance that have been placed on real or personal property such as buildings, fences, transportation equipment, or other structures, or the unauthorized etching or scratching of the surfaces of such real or

personal property, any of which markings, scratching, or etchings are visible from the site open to the public.

Ground banner sign means a sign constructed of cloth, canvas, or other similar light material which is affixed to the ground.

Ground grade means the elevation of the ground closest to the sign to which reference is made.

Illuminated sign means a sign that is illuminated internally by a light source inside the sign or externally by means of external light fixtures directed at the sign.

Institutional or public uses means uses such as public schools, fire stations, libraries, water system facilities, religious institutions, cemeteries, private schools, and other city, county, and state-used and owned properties.

Message display face means the surface of the sign where the sign's image or message is displayed.

Monument sign means a permanent, freestanding sign located directly at ground grade where the width dimension of the architecturally designed base is 50 percent or more of the greatest width of the sign face.

Multiple tenant building means a commercial building containing two or more tenants.

Mural means artwork on the exterior of a building, generally for the purpose of decoration or artistic expression, including, but not limited to, paintings, markings, and etchings. A mural is not intended or used to encourage or promote purchase or use of goods or services.

Noncommercial sign means a sign which expresses an opinion, point of view, or statement such as political, religious, or ideological sentiment, or support or opposition to a candidate or proposition for public election.

Nonconforming sign means a sign lawfully erected and maintained prior to the adoption of this article that does not conform to the requirements of this article.

Off-site sign means a sign located outside of the parcel lines or boundaries of the property or development for which the sign is constructed.

On-site sign means a sign located within the parcel lines or boundaries of the property or development for which the sign is constructed.

Painted wall sign means a sign painted or applied through adhesive tape directly on the exterior wall of a building or structure.

Permanent sign means a sign permanently attached to a building, structure, or the ground which is constructed of durable materials and intended for long-term use.

Projecting sign means a sign, other than a wall sign, which is supported and projects from more than 18 inches at a right angle from the wall of a building.

Property Identification sign means a sign identifying the street address of a building for public safety reasons.

Pylon sign means a sign that is mounted on a narrow freestanding pole or other support structure so that the bottom edge of the sign face is at least six feet above the architecturally designed base.

Roof line means the uppermost line of the roof of a building or, in the case of an extended façade, the uppermost height of said façade.

Roof sign means a sign erected upon the roof of a building or extending above the roof line of the building to which it is attached, and which is wholly or partially supported by said building.

Sign means a communication device displaying graphics, symbols, or written copy visible from the public right-of-way and designed to attract the attention of the general public. This definition does not include murals or architectural lighting, such as neon that has no sign copy. For the purpose of removal, signs shall also include all sign structures.

Sign face means the surface of the sign including letters and background upon, against, or through which the message is displayed or illustrated.

Sign structure means the supports, braces, and framework of a sign.

Street means public or private thoroughfare for vehicular traffic which affords primary means of access to abutting property.

Street frontage means the lot line of a parcel abutting a street.

Street, collector means a street designated in the city's comprehensive plan which is designed to serve as a traffic way for a neighborhood or as a feeder to an arterial street.

Street, local means a street designated in the city's comprehensive plan which serves short trips at low speeds.

Street, minor arterial means a street designated in the city's comprehensive plan which connects sub-regions that are the closest routes parallel to the principal arterials and supplements and provides relief for traffic to the principal arterial.

Street, principal arterial, means a street designated in the city's comprehensive plan which is designed to carry the highest volume of traffic, allows the highest speeds, and provides sub-regional, regional, and inter-community access.

Temporary sign means any sign or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other materials, with or without frames, intended to be displayed for a limited period of time only.

Wall sign means a flat sign which does not project more than 18 inches from the face or wall of the building upon which it is attached, running parallel for its whole length to the face or wall of the building, and which does not extend beyond the horizontal width of such building.

Wall surface of the building means the total horizontal surface area of the building face to which the sign is attached, including windows and door areas, measured to the extreme outer limits of such wall surface.

Window sign means a sign that is attached directly to a window with a type of film that adheres to the glass without damaging it. A window sign may not be etched, painted, or hung inside the window. This does not include merchandise on display in a window, seasonal displays of holiday pictures, lights, or signs which are legally required to be posted.

Figure 44-732-1 Illustrations of Sign Types

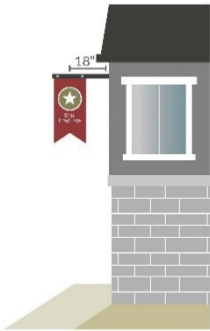




Ground Banner Sign



Monument Sign



Projecting Sign



Pylon Signs



Pylon Signs



Property Identification Sign



Wall Sign



Window Sign

Secs. 44-733. Sign area and height computation.

The area of a sign is determined by the Administrator using actual dimensions where practical or approximate dimensions when irregularity of a sign shape warrants.

- a. *Sign area.* Sign area shall be calculated by measuring the entire area within a continuous perimeter enclosing the extreme limits of the sign message and background.
 - i. Where the sign is a separate panel, structure, or other material forming a single display, the area of the message display face shall constitute the area of the sign.
 - ii. Where the sign consists of any combination of individual letters, panels, numbers, figures, illustrations, or of a line or lines, to form a display or sign, the area of the sign shall be computed using the outside dimensions of the various words, figures, and illustrations composing the entire sign.
 - iii. In the case of a sign designed with more than one exterior surface, the area shall be computed as including only the maximum single display surface that is visible from any ground position at one time.
 - iv. The supports, uprights, bases, or structures on which any sign is supported shall not count towards the sign area unless the supports, uprights, bases, or structures are an integral part of the sign display.
- b. *Sign height.* The height of a sign shall be measured by the vertical distance from the ground grade to the top of a sign and includes its support structures.

Secs. 44-734. Prohibited signs.

The following signs are prohibited:

- a. Signs or sign structures attached or supported on balconies, fences, or other non-permanent structures.
- b. Signs attached or supported on a permanently parked vehicle or semi-trailers. This shall not include signs painted directly on a parked vehicle or semi-trailer used in the business or facility or on site.
- c. Signs on rocks, trees, or other natural features or public utility poles.
- d. Permanent or temporary signs that have blinking, flashing, or fluttering lights, or that make noise.

- e. Signs or sign structures that obstruct any part of a fire escape, doorway, standpipe, or opening intended to provide ingress or egress for any building structures.
- f. Signs that by reason of location, color, or intensity create a hazard to the safe, efficient movement of vehicles or pedestrian traffic. No sign on private property shall contain words which might be construed as traffic controls such as "stop," "caution," "warning," etc., unless such sign is intended to direct traffic on the site.
- g. Painted wall signs.
- h. Roof signs.
- i. Off-site signs except for where specifically permitted in this article.
- j. Signs having features or incorporating parts of any sign prohibited in this article.

Secs. 44-735. General regulations and standards.

All signs shall be constructed in a manner and of such materials that they shall be safe and in compliance with the building ordinance. In addition, all signs containing electrical wiring shall be subject to the provisions of the current state electrical ordinance.

- a. *Maintenance.* All signs, together with all of their supports, braces, and anchors, shall be kept in repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times. Banners shall be designed in such a way as to avoid becoming torn or weathered.
- b. Every sign and the immediate surrounding site shall be maintained by the owner or person in charge thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish, and weeds.
- c. *Attachment to buildings.* All signs attached to a building shall not obstruct any fire escape, exit, standpipe, or any window required for light or ventilation. The signs shall be placed flat against the building and project no further than 18 inches from the building except where specifically allowed in this article.
- d. *Freestanding sign placement.*
 - i. All signs not attached to any building or structure shall maintain at least a ten-foot setback from any lot line and shall not be placed in a public right-of-way unless specifically stated otherwise in this article.
 - ii. No such sign shall project over a property line or a public right-of-way, except where allowed in this article, and all required clearances from overhead power and service lines must be maintained.
 - iii. Signs shall not block or obstruct the view of driveways.
 - iv. Signs placed near the corner of two intersecting streets shall comply with clear sight triangle requirements in Article VII Site Obstructions at Intersections of Chapter 32 – Streets, Sidewalks and Other Public Places.
- e. *Illumination.* All illuminated signs must be in compliance with the city's outdoor lighting requirements in section 44-20. In addition, illumination for all signs shall be constant and steady.
- f. *Abandoned signs.* Abandoned signs shall be removed by the owner of the site by removing the sign face, painting the sign face a neutral color or installing blank sign face panels. The inner components of the sign must not be exposed. If the sign face is not re-used after one year, the remaining sign structure must be removed unless the Administrator grants an extension subject to the owner

submitting a statement of intent and a reasonable timeline for reuse of the sign structure.

- g. *Licensing.* All contractors installing permanent signs must first obtain a contractor's license prior to issuance of a sign permit or installation of a permanent sign as defined in the city contractor and subcontractor ordinance (See Chapter 12, Article VI, Division 2).

Secs. 44-736. Exempt signs.

Any sign listed below shall be exempt from obtaining a sign permit but shall be required to meet any general standards identified in this chapter.

- a. Any public notice or warning sign required to be maintained or posted by law or governmental order, rule, or regulation.
- b. Flags and emblems that are political or ideological.
- c. Any sign inside a building that is not attached to an exterior window or not legible from a distance of more than ten feet from outside the building.
- d. Any sign located within a multi-tenant building, such as a mall or an office building, that is only viewable from inside the building.
- e. Traffic control signs as defined by state law.
- f. Property identification sign.
- g. One wall sign of not more than two square feet for a residence with a permitted home occupation.
- h. Temporary displays of lights and decorations.
- i. Signs not exceeding nine square feet, located upon private property, and directed towards the prevention of trespassing.

Secs. 44-737. Temporary signs.

Unless specifically identified below, all temporary signs do not require a sign permit or a comprehensive sign plan, and shall not count towards the building or property permanent sign maximum signage allowed:

- a. *Temporary Signs Allowed in Any District*
 - i. On-site temporary signs
 - 1. *Temporary freestanding sign.*
 - a. One nonilluminated temporary freestanding sign not exceeding three square feet in area and no more than three feet in height is permitted on private property for a period not to exceed 30 days, four times per year.
 - b. No part of such sign shall be closer than five feet to the street pavement or one foot to a sidewalk or trail. Said sign shall not be located between the street and a sidewalk or trail.
 - 2. *Temporary signs and displays under 12 square feet in area.*
 - a. One nonilluminated temporary sign or display under 12 square feet is allowed per property (except for single and double-dwelling properties) for a period not to exceed 30 days total per sign, four times per year.
 - b. For commercial buildings with multiple occupants, each separate tenant is permitted one such sign.

- c. No more than three temporary signs under 12 square feet shall be allowed at a property at any one time.
 - 3. *Properties with open building permits.*
 - a. A property with an open building permit is permitted to have more than one temporary construction sign immediately prior to or during the construction of a development.
 - b. Each such sign shall not exceed 64 square feet in area and ten feet in height.
 - c. The sign shall be removed within 30 days after major construction has finished.
 - 4. *Properties that are for sale or rent.*
 - a. One temporary freestanding sign is permitted for each street upon which the property has frontage.
 - i. For single and double-dwelling lots, such sign shall not exceed nine square feet in area.
 - ii. For all other types of property, each sign shall not exceed a ratio of one square foot of sign area for each 1,000 square feet of lot area. In no case shall the area of any one sign exceed 64 square feet or ten feet in height.
 - b. All such signs shall be removed within seven calendar days of the close of the property or when 90 percent or more of the units on the property have been sold, leased, or rented.
 - 5. *Noncommercial signs.*
 - a. Any sign which meets MS § 211B.045.
 - b. One noncommercial sign which shall not be illuminated, exceed 16 square feet in area, and shall be no more than six feet in height. For multiple-unit developments, the sign shall be attached to the dwelling unit or placed in a location that clearly indicates ownership.
- ii. Off-site temporary signs
- 1. *Off-site signs on private property.* An off-site sign not exceeding three square feet in area may be placed on private property. Such signs require a permit, shall not be located in the public right-of-way, and the sign owner/installer must supply written permission to the city from the property owner on which property the sign is installed. Each development is limited to one such sign.
 - 2. *Off-site signs in the public right of way.* An off-site sign not exceeding three square feet in area and no more than three feet in height may be placed on the public right-of-way.
 - a. No part of such sign shall be closer than five feet to the street pavement or one foot to a sidewalk or trail. Said sign shall not be placed between the street and a sidewalk or trail.
 - b. Off-site signs may be placed in the public right-of-way for 30 days maximum.
 - 3. *Signs for nonprofit or civic businesses.* Off-site temporary signs for legally recognized nonprofit businesses (e.g., 501.c3 designations) as

well as civic organizations (i.e. places of worship, parks, nature centers, historic sites, etc.) are allowed in the public right-of-way.

- a. Said sign is limited to four square feet in area with a maximum of three signs per nonprofit or civic organization.
 - b. The location of off-site temporary signs must be approved by the city prior to installation.
- b. *Temporary Signs on Properties Designated Park in the Maplewood Comprehensive Plan.*
- i. Temporary signs located within a park and/or sports facility are allowed subject to the following standards:
 1. *Banners.* Banners may be displayed in parks for special events sponsored or approved by the city. No more than three banners may be displayed per park at any one time. Each banner shall not exceed 64 square feet. Banners shall be designed to be professional looking and prevented from becoming torn or weathered.
 2. *Signs for baseball, softball, and hockey fields.* Signs may be allowed with the approval of a comprehensive sign plan as described in section 44-742.
 - a. Number and size of signs shall be determined by an approved comprehensive sign plan.
 - b. No sign shall be illuminated except by the regular sports facility lighting during hours of use.
 - c. Signs are allowed to be installed for a period of one year during the baseball, softball, or hockey season.
 - d. Signs placed at baseball and softball fields shall be located on the outfield fences or the scoreboard, or both. Such signs shall be oriented toward the field of play.
 - e. Signs placed at hockey rinks shall be located on the interior sides of the hockey boards.
 3. The Maplewood Parks & Natural Resources Department will administer all temporary park and sports facility signs in accordance with the approved comprehensive sign plan.
 4. Sponsorships collected for such signs will be used to help fund recreational facilities within the park in which they are installed.
- c. *Temporary Signs in Residential Districts.*
- i. In addition to the temporary signs allowed for all zoning districts, the following temporary signs shall be allowed in any residential zoning district unless specifically stated:
 1. *Temporary banners.*
 - a. Temporary banners may be displayed without a permit for residential subdivisions and multiple-unit developments and for all legal nonresidential uses excluding home occupation businesses for a period not to exceed 60 days per year, per property.
 - b. No more than one banner may be displayed per property at any one time.
 - c. Each banner shall not exceed 32 square feet in area and must be attached to a building or other permanent structure.

2. *Temporary signs and displays over 12 square feet.*
 - a. One temporary sign or display over 12 square feet is permitted by sign permit for up to 30 days per year, per property. The city shall consider a sign displayed for part of a day as having been up for an entire day.
 - b. All signs require a sign permit unless otherwise noted. The permit fee shall not be charged for temporary signs and displays erected by civic organizations, religious organizations, or other nonprofit organizations.
 - c. In no case shall the area of the sign exceed 32 square feet in area or eight feet in height.
 3. *Ground banner signs.*
 - a. Public or institutional uses in any residential district shall be allowed one ground banner sign per every 150 feet of street frontage.
 - b. Townhouse and apartment developments in the R-3 district shall be allowed one ground banner sign per every 150 feet of street frontage.
 - c. The sign shall not exceed 32 square feet in size.
 - d. All ground banner signs shall be removed after 60 days.
- d. *Temporary Signs in Non-Residential Districts.*
- i. In addition to the temporary signs allowed for all zoning districts, the following temporary signs shall be allowed in any non-residential zoning district:
 1. *Temporary banners.*
 - a. For single-tenant buildings, temporary banners may be displayed without a sign permit for a period not to exceed 60 days total per year. No more than one banner may be displayed per property at any one time.
 - b. For multiple-tenant buildings, each separate tenant may display temporary banners without a sign permit for a period not to exceed 60 days total per year. No more than one banner may be displayed per separate tenant at any one time.
 - c. Each banner shall be attached to a building or other permanent structure.
 - d. Maximum size.
 - i. In the LBC (limited business commercial), CO (commercial office), SC (shopping center), and NC (neighborhood commercial) zoning districts each banner shall not exceed 32 square feet in size.
 - ii. In the BC (business commercial), BC(M) (business commercial modified), M-1 (light manufacturing), and M-2 (heavy manufacturing) zoning districts, each banner shall not exceed 64 square feet in size.
 - ii. *Temporary window signs.*
 1. Temporary window signs are allowed without a permit.

2. Temporary window signs shall be attached to the surface of a window, but shall cover no more than 30 percent of the total area of the window.
- iii. *Temporary signs and displays over 12 square feet.*
1. One temporary sign or display over 12 square feet is permitted for up to 30 days per year, per business. The time period may be extended to 60 days during the first year of operation of a new business and 90 days for a temporary seasonal business. The city shall consider a sign displayed for part of a day as having been up for an entire day.
 2. All signs require a sign permit unless otherwise noted. The permit fee shall not be charged for temporary signs and displays erected by civic organizations, religious organizations, or other nonprofit organizations or groups.
 3. Maximum size.
 - a. In the LBC (limited business commercial), CO (commercial office), SC (shopping center), and NC (neighborhood commercial) zoning districts each sign or display shall not exceed 32 square feet in size.
 - b. In the BC (business commercial), BC-M (business commercial modified), M-1 (light manufacturing), and M-2 (heavy manufacturing) zoning districts, each sign or display shall not exceed 64 square feet in size.
 - c. No sign or display shall exceed eight feet in height.
- iv. *Ground banner signs.*
1. One ground banner sign shall be allowed per every 150 feet of street frontage.
 2. The sign shall not exceed 32 square feet in size.
 3. All ground banner signs shall be removed after 60 days.
- e. *Temporary Signs in Mixed-Use Districts.*
- i. In addition to the temporary signs allowed for all zoning districts, the following temporary signs shall be allowed in the Mixed-Use (MU) and North End (NE) zoning districts:
 1. *Temporary banners.*
 - a. For single tenant buildings, temporary banners may be displayed without a sign permit for a period not to exceed 60 days total per year. No more than one banner may be displayed per property at any one time.
 - b. For multiple-tenant buildings, each separate tenant may display temporary banners without a sign permit for a period not to exceed 60 days total per year. No more than one banner may be displayed per separate tenant at any one time.
 - c. Each banner shall be attached to a building or other permanent structure.
 - d. No banner shall exceed 32 square feet in area.
 2. *Temporary window signs.*
 - a. Temporary window signs are allowed without a permit in any building or portion of a building occupied by a nonresidential use.

- b. Temporary window signs shall be attached to the surface of a window, but shall cover no more than 30 percent of the total area of the window.
 - 3. *Temporary signs and displays over 12 square feet.*
 - a. One temporary sign or display over 12 square feet is permitted by sign permit for up to 30 days per year. The time period may be extended to 60 days during the first year of operation of a new business and 90 days for a temporary seasonal business. The city shall consider a sign displayed for part of a day as having been up for an entire day.
 - b. All signs require a sign permit unless otherwise noted. The permit fee shall not be charged for temporary signs and displays erected by civic organizations, religious organizations, or other nonprofit organizations.
 - c. In no case shall the area of the sign exceed 32 square feet in area or eight feet in height.
 - 4. *Ground banner signs.*
 - a. One ground banner sign shall be allowed per every 150 feet of street frontage.
 - b. The sign shall not exceed 32 square feet in size.
 - c. All ground banner signs shall be removed after 60 days.
- f. *Exemptions.*
 - i. Temporary window and banner signs which exceed the size, number, or time display limits as specified in this Section may apply for an exemption as described below:
 - 1. *Short-term exemption (up to three months).*
 - a. Applicant shall submit a temporary sign permit application and fee to the Administrator.
 - b. The Administrator shall approve the short-term exemption if the applicant shows that there are unusual circumstances with the request.
 - c. The Administrator may attach conditions to the approval to assure that the sign will be compatible with surrounding properties.
 - 2. *Long-term exemption (longer than three months).*
 - a. Applicant shall submit a comprehensive sign plan as specified in section 44-742 and fee to the city.
 - b. The community design review board shall approve the long-term exemption if the applicant shows that there are unusual circumstances with the request.
 - c. The community design review board may attach conditions to the approval to assure that the sign will be compatible with surrounding properties.

Secs. 44-738. Permanent signs.

Unless specifically identified below, all permanent signs require a sign permit and shall count towards the building or property maximum signage allowed:

- a. *Permanent Signs on Properties Designated Park in the Maplewood Comprehensive Plan.*
 - i. Wall signs. One wall sign up to 24 square feet per street frontage shall be allowed for each park building. The sign may be affixed to the wall of the building or an overhanging canopy or awning.
 - ii. Monument signs. One monument sign up to 32 square feet per street frontage shall be allowed to identify each park. Said sign shall be a maximum of six feet in height. The sign shall be designed to be architecturally compatible with the park structures and buildings with the base of the sign consisting of colors and materials compatible to the structures or buildings.
- b. *Permanent Signs in Residential Districts.*
 - i. Wall sign. One wall sign up to 24 square feet per street frontage shall be allowed for residential subdivisions, townhomes, live-work buildings, apartments, and for all legal nonresidential uses excluding home occupation businesses. The sign may be affixed to the wall of the main building or an overhanging canopy or awning.
 - ii. Window signs. No window signs are allowed.
 - iii. Monument sign. One monument sign up to 32 square feet per street frontage shall be allowed by sign permit for residential subdivisions and multiple-unit developments and for all legal nonresidential uses excluding home occupation businesses. Said sign shall be a maximum of six feet in height. The sign shall be designed to be architecturally compatible with the building or project with the base of the sign consisting of colors and materials compatible to the building or project.
 - iv. Changeable copy message boards. Changeable copy message boards are permitted as part of a permanent freestanding monument sign or wall sign for all legal nonresidential uses excluding home occupation businesses. The message board shall not comprise more than 70 percent of the total square footage of said sign.
 - v. On-site dynamic display signs for permitted institutional or public uses. (Refer to section 44-739 - dynamic display signs).
- c. *Permanent Signs in Non-Residential Districts.*
 - i. LBC (limited business commercial), CO (commercial office), SC (shopping center), and NC (neighborhood commercial) zoning districts:
 - 1. *Wall signs.*
 - a. For each occupant of a building, one wall sign is allowed for each street upon which the property has frontage. The total number of wall signs may be increased by one for each clearly differentiated department of a business or enterprise.
 - b. The total area of any one wall sign shall not cover more than 20 percent of the wall surface to which the sign is attached or 32 square feet, whichever is greater. As an alternative, a wall sign may be placed on an overhanging awning or canopy as long as the wall sign does not exceed 50 percent of the face of the awning or canopy, or 32 square feet, whichever is less.

- c. For multiple tenant buildings, the wall surface for each tenant or user shall include only the surface area of the exterior façade of the site occupied by such tenant or user.
 - d. A window sign may be substituted for all or a portion of the allowable wall signage area as long as the window sign, which includes all pieces that convey the commercial brand, does not cover more than 1/3 of the window or door in which the sign is placed.
2. *Freestanding signs.*
- a. One freestanding sign up to 64 square feet in area and ten feet in height is permitted for each street upon which the property has frontage.
 - b. For buildings or developments with multiple street frontages, each additional freestanding sign must be located on a different street. Each freestanding sign must be separated by more than 100 feet measured in a straight line between the signs.
 - c. The sign shall be designed to be architecturally compatible with the building or project with the base of the sign consisting of colors and materials compatible to the building or project.
 - d. The area around the base of the sign shall also be landscaped including the bottom of a pylon sign.
3. *Changeable copy message boards.* Changeable copy message boards are permitted as part of a permanent freestanding sign or wall sign but shall comprise no more than 70 percent of the total square footage of said sign.
4. On-site dynamic display signs for permitted institutional or public uses. (Refer to section 44-739 - dynamic display signs).
- ii. BC (business commercial), BC-M (business commercial modified), M-1 (light manufacturing), and M-2 (heavy manufacturing) zoning districts:
- 1. Signage requirements for specific uses, including gas station canopies, auto dealerships, and drive-throughs are listed in sections 44-351 and 44-352 principal and accessory use-specific standards.
 - 2. *Wall signs.*
 - a. For each occupant of a building, one wall sign is allowed for each street upon which the property has frontage. The total number of wall signs may be increased by one for each clearly differentiated department of a business or enterprise.
 - b. The total size of all wall signage for single-tenant buildings is determined by the gross square footage of the principal structure on the property. The total coverage area of each wall sign, including each differentiated business, shall be based on the wall surface to which the sign is attached. The following table indicates maximum signage permitted for single-tenant buildings:

Principal Structure Gross Square Feet of Floor Area	Maximum Size and Coverage Area of Each Sign
Less than 10,000 sq. ft.	80 sq. ft. or 20% of wall face, whichever is less

10,000 to 20,000 sq. ft.	100 sq. ft. or 20% of wall face, whichever is less
20,000 to 100,000 sq. ft.	150 sq. ft. or 15% of wall face, whichever is less
Greater than 100,000 sq. ft.	200 sq. ft. or 10% of wall face, whichever is less

- c. The total coverage area of each wall sign for multiple-tenant buildings is ten percent of the surface area of the exterior façade of the site occupied by such tenant, or 32 square feet, whichever is more.
- d. A wall sign may be attached to an overhanging awning or canopy, instead of the façade of the building, as long as the wall sign does not exceed 50 percent of the face of the awning or canopy, or the maximum size specified above, whichever is less.
- e. A window sign may be substituted for all or a portion of the allowable wall signage area as long as the window sign, which includes all pieces that convey the commercial brand, does not cover more than 1/3 of the window or door in which the sign is placed.

3. *Freestanding signs.*

- a. One freestanding sign is permitted for each street upon which the property has frontage. For properties with multiple street frontages, each additional freestanding sign must be located on a different street and each sign must be separated by more than 100 feet measured in a straight line between signs, excluding auto dealerships.
- b. The total size and maximum height of each freestanding sign is determined by the street classification (as designated in the Maplewood Comprehensive Plan) of the closest street to which each freestanding sign is located. In the case of signs located at an intersection, the higher ranking street classification should be used to determine the maximum height and size allowable for a freestanding sign. Businesses that are located on a frontage road designed to provide safe access to minor arterials and principal arterials shall be permitted to erect a freestanding sign up to the determined maximum height and size allowable for a freestanding sign on said minor arterial or principal arterial road to which it is adjacent.
- c. The following table lists the maximum size and heights permitted for freestanding signs:

Classification of Street Abutting Property	Maximum Sign Size (sq. ft.)	Maximum Height of Pylon Sign (feet)	Maximum Height of Monument Sign (feet)
Principal Arterial	180	25	12
Minor Arterial	140	20	12
Collector Street	100	15	10

Local Street	80	12	10
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- d. The freestanding sign shall be designed to be architecturally compatible with the building or project, with the base of the sign, including pylon sign poles, consisting of materials and colors compatible to the building or project.
- 4. *Changeable copy message boards.* Changeable copy message boards are permitted as part of a permanent freestanding sign or wall sign but are limited to comprising no more than 70 percent of the total square footage of said sign.
- 5. *On-site and off-site dynamic display signs.* (Refer to section 44-739 - dynamic display signs).
- 6. *Billboards.*
 - a. Off-site billboards shall only be permitted with a conditional use permit and may only be located adjacent to a principal arterial street in the SC (shopping center), BC (business commercial), M-1 (light manufacturing), and M-2 (heavy manufacturing) districts.
 - b. Spacing. No billboard shall be located within 2,300 feet of another billboard on the same side of the street, within 100 feet to a commercial, industrial, institutional building, or an on-site sign, within 250 feet of a residential district, or within 800 feet of a residence. Billboards shall maintain a setback of 50 feet from any property line, 500 feet to a local park, and 300 feet from the nearest intersecting street corner of two public roads.
 - c. Size. The maximum area of the sign face of a billboard shall not exceed 450 square feet, including border and trim, but excluding base, apron supports, and other structural members. The maximum size limitation shall apply to each side of a sign structure.
 - d. The maximum height for billboards shall be 35 feet.
 - e. A billboard may only display one message at a time on any sign face.
 - f. Signs may be placed back-to-back or in a V-type arrangement if there are no more than two sign faces, provided that the open end separation shall not exceed 15 feet.
- d. *Permanent Signs in Mixed-Use and North End Districts.*
 - i. The following signs shall be allowed in the Mixed-Use (MU) and North End (NE) zoning districts:
 - 1. Signage requirements for minor motor vehicle stations are listed in sections 44-351 and 44-352 principal and accessory use-specific standards.
 - 2. *Building signs.*
 - a. Building signage in the MU and NE districts may include wall, projecting, window, or awning/canopy signage.
 - b. Total allowable area of all building signage for each establishment is one and one-half square feet of signage per lineal foot of building or frontage on a road, public open space or private parking area, or 32 square feet, whichever is greater.

- c. Each wall shall be calculated individually and sign area may not be transferred to another side of the building.
 - d. Wall signs shall not cover windows or architectural trim and detail.
 - e. No part of a building sign shall be placed higher than the sills of the second-story window of a multi-story building.
 - f. Additional standards for projecting signs.
 - i. Projecting signs may not extend more than four feet over a public right-of-way, private road, or sidewalk/trail, and must not project out further than the sign's height.
 - ii. Projecting signs shall have a minimum clearance of eight feet above ground level, unless projecting over a vehicular right-of-way, in which case minimum clearance shall be 14 feet. Projecting signs shall be no larger than 20 square feet per sign face.
 - g. Window signs. A window sign, which includes all pieces that convey the commercial brand, shall not cover more than 1/3 of the window or door in which the sign is placed.
 - h. Awning/canopy signs. Signs on street-level awnings/canopies are permitted if the sign on each awning/canopy is either less than seven square feet in size or eight inches in height, is located on the face of the awning/canopy (valance or skirt), and is parallel to the building façade. Where there are multiple awnings on a building, all awning signs shall have a consistent size and location on the awnings.
3. *Monument signs.* One monument sign for each establishment is allowed if the building is set back at least 20 feet from the front property line. Monument signs must meet the following requirements:
- a. Limited to six feet in height and 40 square feet.
 - b. Maintain a five-foot setback from any side or rear property line, but can be constructed up to the front property line.
 - c. Must consist of a base constructed of materials and design features similar to those of the front façade of the building or development.
 - d. Must be landscaped with flowers or shrubbery or integrated into a plaza area.
4. *Lighting.* Signage lighting in the MU or NE districts is permitted as long as it does not cast illumination on residential units and meets one of the following standards of external or internal illumination:
- a. External illumination.
 - i. The light source shall be a separate fixture directed onto the sign face; or
 - ii. A halo effect/reverse illumination is used, which is an external light source behind the sign face or individual letters.
 - b. Internal illumination.
 - i. An internal light source shall be permitted only for a sign that is less than 200 square inches in size that is made of exposed neon or LED that has the appearance of exposed neon.

Secs. 44-739. Dynamic display signs.

Dynamic displays are allowed as stated in this article with significant controls to minimize their proliferation and their potential threats to public health, safety, and welfare.

- a. *General Standards.* All dynamic display signs shall meet the following standards:
 - i. The images and messages displayed shall be static. Unless otherwise specified, each display shall be maintained for a minimum of 15 seconds.
 - ii. The transition from one display to another shall be instantaneous without any special effects. Motion, animation and video images are prohibited on dynamic LED sign displays. No portion of the images may flash, scroll, twirl, change color, or in any manner imitate movement.
 - iii. The images and messages displayed shall be complete in themselves, without continuation in content to the next image or message or to any other sign.
 - iv. Only one, contiguous dynamic display area is allowed on a sign face.
 - v. Audio speakers or any audio component is prohibited. The sign shall not emit any sound.
 - vi. Every line of copy and graphics in a dynamic display shall be at least seven inches in height on a road with a speed limit of 25 to 34 miles per hour, nine inches on a road with a speed limit of 35 to 44 miles per hour, 12 inches on a road with a speed limit of 45 to 54 miles per hour, and 15 inches on a road with a speed limit of 55 miles per hour or more.
 - vii. Dynamic display signs must be designed and equipped to freeze the device in one position if a malfunction occurs. The displays must also be equipped with a means to immediately discontinue the display if it malfunctions, and the sign owner must stop the dynamic display within one hour of being notified by the city that it is not meeting the standards of this article.
 - viii. Brightness standards.
 1. The following brightness standards are required for all dynamic display signs:
 - a. No sign shall be brighter than is necessary for clear and adequate visibility.
 - b. No sign shall be of such intensity or brilliance as to impair the vision of a motor vehicle driver with average eyesight or to otherwise interfere with the driver's operation of a motor vehicle.
 - c. No sign may be of such intensity or brilliance that it interferes with the effectiveness of an official traffic sign, device or signal.
 2. The person owning or controlling the sign must adjust the sign to meet the brightness standards in accordance with the city's instructions. The adjustment must be made within one hour upon notice of noncompliance from the city.
 3. All dynamic display signs installed after August of 2008 must be equipped with a mechanism that automatically adjusts the brightness in response to ambient conditions. These signs must also be equipped with a means to immediately turn off the display or lighting if the sign malfunctions, and the sign owner or operator must turn off the

- sign or lighting within one hour after being notified by the city that it is not meeting the standards of this section.
4. Dynamic displays must have an automatic dimmer control to produce a distinct illumination change from a higher illumination level to a lower level for the time period between a ½-hour before sunset and a ½-hour after sunrise.
 5. In addition to the brightness standards required above, dynamic display signs shall meet the city's outdoor lighting requirements (subsection 44-20 c(1)).
- ix. Reduction of sign surfaces for off-site dynamic display signs.
1. A person or sign operator may obtain a permit for a dynamic display sign on one surface of an existing off-site sign if the following requirements are met:
 - a. The applicant agrees in writing to reduce its off-site sign surfaces by one by permanently removing, within 15 days after issuance of the permit, one surface of an off-site sign in the city that is owned or leased by the applicant, which sign surface must satisfy the criteria of part b. of this subsection. This removal must include the complete removal of the structure and foundation supporting each removed sign surface. The applicant must agree that the city may remove the sign surface if the applicant does not do so, and the application must identify the sign surface to be removed and be accompanied by a cash deposit or letter of credit acceptable to the city attorney sufficient to pay the city's costs for that removal. The applicant must also agree that it is removing the sign surface voluntarily and that it has no right to compensation for the removed sign surface under any law. Replacement of an existing sign surface of an off-site sign with a dynamic display sign does not constitute a removal of a sign surface.
 - b. If the removed sign surface is one that a state permit is required by state law, the applicant must surrender its permit to the state upon removal of the sign surface. The sign that is the subject of the dynamic display sign permit cannot begin to operate until the sign owner or operator provides proof to the city that the state permit has been surrendered.
 2. If the applicant meets the permit requirements noted above, the city shall issue a dynamic display sign permit for the designated off-site sign. This permit will allow a dynamic display to occupy 100 percent of the potential copy and graphic area and to change no more frequently than once every 15 seconds. The designated sign must meet all other requirements of this article.
- x. Licensing. No person shall operate any dynamic display sign in the city without first obtaining a yearly license as defined in the city licensing ordinance (Chapter 14, Article II).
- xi. Public safety. If city staff determines that a dynamic display sign is not being operated pursuant to this section due to its location or display

capabilities, city staff may require that the sign be moved, removed, or modified after notice to the property owner.

- b. *Zoning District Standards.* In addition to the general standards above, dynamic display signs shall adhere to the following district-specific requirements:
- i. On-site dynamic display signs in conjunction with a permitted institutional or public use in the residential, LBC, CO, SC, and NC zoning districts are permitted subject to the following conditions:
 1. Dynamic display signs require approval of a comprehensive sign plan.
 2. All properties within 350 feet of a proposed dynamic display sign shall be notified of the application for a comprehensive sign plan.
 3. Dynamic display signs are only permitted on monument signs. The area around the base of the sign shall be landscaped.
 4. One dynamic display sign as part of a monument sign is permitted for each property. The entire monument sign shall not exceed eight feet in height and 50 square feet in size.
 5. The digital display portion of the sign shall not comprise more than 50 percent of the sign area. The remainder of the sign shall not have the capability to have a dynamic display.
 6. All monument signs with a digital display shall maintain at least a ten-foot setback from any lot line and shall not be placed in a public right-of-way. This setback shall be increased to 20 feet if the adjacent property is used or shown on the city's land use plan for residential use.
 7. The dynamic display shall not be illuminated between 10:00 p.m. and 6:00 a.m.
 - ii. On-site dynamic display signs located in the Mixed use (MU) or North End (NE) zoning districts are allowed subject to the following conditions:
 1. Dynamic display signs require approval of a comprehensive sign plan.
 2. One dynamic display sign as part of a monument sign is permitted for each property.
 3. The entire monument sign shall not exceed eight feet in height and 50 square feet in size.
 - a. The area around the base of the sign shall be landscaped.
 - b. The digital display portion of the sign shall not comprise more than 50 percent of the sign area. The remainder of the sign shall not have the capability to have a dynamic display.
 4. The monument sign with a digital display shall maintain at least a ten-foot setback from any lot line and shall not be placed in a public right-of-way. This setback shall be increased to 20 feet if the adjacent property is outside of the MU or NE districts and used or shown on the city's land use plan for residential use.
 5. The dynamic display shall not be illuminated between 10:00 p.m. and 6:00 a.m.
 - iii. On-site dynamic display signs located in the business commercial (BC) or heavy or light industrial (M-2 and M-1) zoning districts:

1. Are allowed as part of a permanent freestanding sign, provided that the sign comprises no more than 50 percent of the total square footage of said sign face.
2. Must be located at least 200 feet from any property where there are structures used for residential purposes or from any park or open space land use district.
3. Must be located at least 100 feet from any side property line.
4. Displays shall be maintained for a minimum of 15 seconds.

Secs. 44-740. Murals.

Murals shall only be permitted within non-residential districts. A comprehensive mural plan is required for approval following the requirements of section 44-742 and shall meet the following standards:

- a. Murals shall be maintained in good repair, free from peeling paint or damage to age, weather, or vandalism. Removal of a mural must be accomplished by physical removal from a wall and/or by covering the mural completely with paint. The mural must be rendered completely invisible while maintaining the structural and architectural integrity of the structure.
- b. Murals shall be composed of permanent materials and applied only to permanent surfaces. Murals may not be applied to any fabric or temporary surface.
- c. Murals shall be allowed only on building facades that face a side or rear property line.
- d. Murals with the following features shall not be allowed:
 - i. Moving parts, including solar-, wind-, or water-driven devices.
 - ii. Projections from the wall surface
 - iii. Words (in any language), symbols, or representations that are obscene, offensive, of a political nature, or are derogatory.
 - iv. Representations that imitate or appear to imitate any official traffic sign or device to direct the movement of traffic.
 - v. Colors that are predominantly fluorescent, metallic, or reflective.

Secs. 44-741. Sign permits.

If a sign requires a permit, the property owner shall secure the sign permit prior to the construction or major alteration of such a sign. No sign permit shall be issued for an existing or proposed sign unless such sign is in compliance with the requirements of this article.

- a. *Application.* The application to erect or alter any sign shall be in writing, using a current sign permit application, and signed by the owner or occupant of the building. The application shall specify the location, height, dimensions of the sign and, where applicable, the dimensions of the wall surface of the building to which it is to be attached and total square footage of the building. Applications shall be accompanied by the permit fee, a sketch of the sign, and any other facts the city requires for full information of the nature and safety of the proposal. An electrical permit is also required for all signs containing electrical wiring.
- b. *Fees.* The city council shall set all sign permit fees annually.
- c. *Time limits.*

- i. All permits for the erection or alteration of signs shall be issued for the useful life of the sign. Minor alterations to an existing sign, including routine maintenance, painting, or refacing the copy, do not require a new sign permit.
- ii. A sign permit shall become null and void if the work for which the permit was issued has not been completed within one year of the issuance or renewal.
- d. *Appeals.* When a sign permit under this article is denied, the administrator shall give notice to the applicant within 30 days of denial, together with reasons for denial. Appeals from the decisions of the administrator under the provisions of this article shall be made to the city council. Denial shall be based on noncompliance with this article.

Secs. 44-742. Comprehensive sign or mural plan.

- (1) A comprehensive sign or mural plan shall be provided for the following:
 - a. Any non-residential property with five or more tenants on the site or any multiple-story buildings with two or more tenants in the building.
 - b. All permitted institutional or public uses.
 - c. All developments approved as a planned unit development.
 - d. Large campuses consisting of buildings and land of ten or more acres.
 - e. Shared signs that serve both the parcel on which they are placed and an adjacent parcel.
 - f. Murals.
 - g. Dynamic display wall signs (also refer to section 44-739 - dynamic display signs).
 - h. Long-term exemptions to temporary window and banner signs (also refer to section 44-737 - signs exempt from regulations in this section).
 - i. Temporary signs on park designated land in the Maplewood Comprehensive Plan (also refer to sections 44-737 and 44-738).
- (2) A comprehensive sign or mural plan request shall include the location, size, height, color, lighting, and orientation of all signs and/or murals. Requests for a comprehensive mural plan shall also include a design sketch and photos of the proposed site. Exceptions to the regulations of this article may be permitted as follows:
 - a. For sign areas, densities, and dynamic display changeover rates for the plan as a whole if the signs are in conformity with the intent of this article
 - b. If the exception results in an improved relationship between the various parts of the plan,
 - c. If it encourages and promotes the removal of nonconforming signs through the use of shared signs,
 - d. If for long-term exemptions to temporary window and banner signs, the comprehensive sign plan shows that there are unusual circumstances with the request.
- (3) Comprehensive sign or mural plans shall be reviewed by the community design review board. The applicant, staff, and city council may appeal the community design review board's decision. An appeal shall be presented to the administrator within 15 days of the community design review board's decision to be considered by the city council.

Secs. 44-743. Nonconforming signs.

Nonconforming permanent signs. Nonconforming permanent signs lawfully existing on the effective date of this article shall be allowed to continue in use, but shall not be rebuilt, relocated or altered, other than minor alterations including routine maintenance, painting, or refacing the sign copy, without being brought into compliance with this article. After a nonconforming sign has been removed, it shall not be replaced by another nonconforming sign.

Secs. 44-744. Enforcement procedures.

- (1) *Temporary signs.* The city shall send a notice to the owner of any illegal temporary sign or temporary sign in violation of this article and allow seven days for the owner to correct all ordinance violations or remove the sign. If the sign is not a safety hazard, the city shall allow 30 days for the owner to correct the violation. If the sign is a safety hazard the city shall take immediate action to end the hazard.
- (2) *Permanent signs.* The city shall send a notice to the owner of any permanent sign in violation of the provisions of this article. The notice shall require that the owner to correct all ordinance violations. If the sign is not a safety hazard, the city shall allow 30 days for the owner to correct the violation. If the sign is a safety hazard the city shall take immediate action to end the hazard.
- (3) *Abandoned signs.* The city shall send notice to the owner of the property on which any abandoned sign exists that violates the provisions of this article. The notice shall require that the owner correct all ordinance violations. If the sign is not a safety hazard, the city shall allow 30 days for the owner to correct the violation. If the sign is a safety hazard the city shall take immediate action to end the hazard.
- (4) *Removal of signs.* If the sign owner does not obey the city's orders, the city may remove or alter the sign at the owner's expense under the procedures of sections 18-36 through 18-38 (notice to abate). The city may remove illegal signs on a public right-of-way without notice. If the city removes a sign the city may sell or dispose of it if the owner does not reclaim the sign and pay any removal costs within 30 days of the sign's removal.
- (5) *Murals.* The city shall send a notice to the owner of any mural that is in violation with the provisions of this article. The article shall require the owner to correct all ordinance violations. The city shall allow 60 days for the owner to correct the violation. If the mural is failed to be removed and/or maintained, the city may cause the removal of the mural. The owner shall pay all expenses under the procedures of sections 18-36 through 18-38 incurred by the city for the removal.

Secs. 44-745—44-1050. Reserved.

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

Approved by the City Council of the City of Maplewood on December 11, 2023.

Signed:

Marylee Abrams, Mayor

Date

Attest:

Andrea Sindt, City Clerk

Date

**CITY OF MAPLEWOOD
RESOLUTION NO. _____
RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NOS. _____ BY TITLE AND SUMMARY**

WHEREAS, the City Council of the City of Maplewood has adopted four Ordinances: Ordinance No. _____, Ordinance No. _____, Ordinance No. _____, Ordinance No. _____. The ordinances are created to establish the updates made to the municipal code regulations for clarity and usability; and

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

WHEREAS, the ordinances are several pages in length; and

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

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

Public Notice

The Maplewood City Council has adopted four Ordinances that address land use in the City. Three amendments are to Chapter 44, Zoning Code and one amendment is to a section in Chapter 12, Buildings and Building Regulations. The ordinances adopted address the following areas:

- Ordinance No. _____ Chapter 12, Article I. In General amends Section 12-5 Metal Storage Buildings to include the metal building standards for the BC business commercial district.
- Ordinance No. _____ Chapter 44, Article I. In General amendments include clarifications to nonconformities, definitions, and off street parking regulations.
- Ordinance No. _____ Chapter 44, Article II. District Standards will be completely repealed and replaced with a focus on consolidating uses into tables, adding missing purpose and intent statements for districts, clarifying the standards of the R-3 District and Mixed-Use District, and grouping and updating use specific standards, including establishing new standards for accessory dwelling units and sacred communities.
- Ordinance No. _____ Chapter 44, Article III. Signage will be completely repealed and replaced with a new title as Article III. – Sign and Mural Regulations with updated language and organization, including clarifications on dynamic displays and window signs, new provisions for ground banner signs, and a new section on murals.

Andrea Sindt, City Clerk

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

_____ by the Maplewood City Council this 11th day of December, 2023.

Marylee Abrams, Mayor

ATTEST:

Andrea Sindt, City Clerk