

Tom Dimond
2119 Skyway Drive
Saint Paul, MN 55119

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CITY CLERK

How to steal parkland from less affluent BIPOC Majority Neighborhoods

The Big Lie behind the theft of Saint Paul parkland is the bogus assertion that our parkland is the only place where construction debris can be dumped. The Saint Paul City Charter and State Critical Area Zoning do not allow uses other than park uses on this ROS Zoned parkland. The Charter has a no net loss parkland requirement. The Water Service has claimed parkland is the only place they can find to dump construction debris. The truth is, the Water Service listed for sale 68 acres of existing land that has been used and purchased for construction debris dumping and crushing. The Water Service scheme has them pocketing \$9 million by selling existing properties and replacing this land by taking parkland and not paying for required "No Net Loss" replacement of our parkland. Our Eastside parkland is used as a construction debris dump because the Water Service wants to sell their property. The failure of the Water Service to disclose to the public the selling of existing property while falsely claiming our parkland is essential for Water Service operations is inexcusable.

The proposed taking of parkland is not from a more affluent White Majority neighborhood. The proposed taking of parkland is from less affluent BIPOC Majority neighborhoods on the City's South Eastside. How can this be considered anything but discriminatory treatment of less affluent and more diverse residents of our City?

The Water Service told the public there is no property available for construction debris while not disclosing their listing for sale 17.94 acres, 37.16 acres, and 13.26 acres or a combined 68.36 acres of Water Service property. The property put up for sale was used for and acquired for construction debris use. The Water Service is estimated to get \$8 million to \$9 million from the sale. The Water Service seeks full market value for existing properties but offered us \$30 for a 30 year lease of 8.5 acres of parkland that is worth roughly \$1.6 million.

Our City Charter requires "No Net Loss of Parkland" independent appraisals and full funding of parkland replacement acquisition. According to Water Service records, they paid \$2.5 million to acquire 13.26 acres for construction debris storage. They paid \$188,537 an acre. The Water Service agreed to this value as a place to dump construction debris. Our 8.5 acres of parkland would be valued at \$1.6 million based on the same valuation. The Water Service offered to pay 12 cents an acre annually to use of our parkland as a construction debris dump. The Water Service request is not lawful. It would require the City Council to fully fund the parkland replacement from Saint Paul taxpayers. The City Charter requires independent appraisals. The public is being denied this required information.

The 68 acres of existing Water Service property is valued at \$8 to \$9 million. If the Water Service needs land, the funding should come from the millions received from sale of existing properties and not the less affluent BIPOC Majority neighborhoods who would also lose their

parkland. The City Council must reject this illegal taking of our parkland and ensure full funding of appraised value replacement parkland or better yet put a stop to this land grab.

The Water Service does not suggest dumping construction debris in White Majority more affluent neighborhoods parkland. How can this be considered anything but discrimination of less affluent and more diverse residents of our City?

Maplewood elected officials rescinded provisions of Water Service's Conditional Use Permit due to complaints of Maplewood residents. The Water Service should get out of the construction debris business and utilize existing operations like Frador in Little Canada. Public Works sewers does this. Maplewood learned the hard way about the negative impacts of increased truck traffic, noise, dust, vibration and lights on a 24-hour a day basis, 365 days a year. This is a problem for parkland. We had no voice in the Water Service selling off existing property. The Water Service created the problem. They should solve it without dumping it in our park. We should not pay the price for their actions.

Thankfully, Saint Paul's City Charter prohibits diversion of parkland without acquisition of replacement parkland of equal appraised value and the Critical Area ROS District Zoning does not allow conversion of parkland to uses other than park use. Habitat protection and habitat enhancement are called for in the ROS State Critical Area overlay zoning district. These lands are designated as Regionally and Nationally Significant.

Maplewood would gain development, increased tax base, and eliminate truck traffic, noise, dust, concrete and asphalt crushing operations. The construction debris and concrete crushing operations would all be dumped in our park and we would pay the bill for parkland replacement.

It is not clear why Saint Paul's SE Neighborhoods BIPOC Majority should bear the burden. If dumping construction debris is considered an appropriate use of parkland why not share the love with more affluent White Majority neighborhoods? Parkland should not be used as a construction debris dump site anywhere in our City. There are appropriate facilities that are licensed to handle this material properly and not dump it on parkland.

Cutting down flood plain forest, loss of wildlife habitat including active Bald Eagle nesting, and impacts on wildlife and park users from increased truck traffic,, equipment, noise, and dust, and concrete crushing on a 24-hour basis, 365 days a year are not permitted land uses in ROS Open Space District that requires protection and enhancement of park habitat.

Loss of parkland is all about the Water Service cashing in on the sale of existing property and dumping the problems on SE Saint Paul residents and our parkland. The Water Service refuses to pay for Saint Paul City Charter required parkland replacement. The Water Service refuses to take their construction debris to existing licensed facilities. The Water Service does not protect and enhance park vegetation, habitat, and wildlife food sources. Maplewood residents called on their elected officials to get rid of the Water Service construction debris

dumping. Maplewood elected officials went to bat for their residents. Our City Council should do the same.

The

Questions that should be asked of the City Attorney

1. Does the City Charter No Net Loss Parkland provision require the City Council to hold a public hearing, super majority vote of the Council, provide independent appraisals, and acquisition of replacement parkland or set aside equal funding before parkland can be diverted for use other than a park use?

2. Has the City Council ever held the required public hearing, approved diversion of parkland at Pig's Eye Lake by a super majority, provided the required independent appraisals, and provided the required replacement parkland?

3. Without the City Council taking the required steps is diversion of parkland a LEGAL USE of Pig's Eye Lake parkland?

Exhibit 21-2005-A-12 is 12 pages and identified as Sandy Lake Soccer Lease Agreements. It has a date of 02-08-05

On page 3 it states: "In lieu of rent, City hereby permits Board to operate a soils recycling operation at the following sites, as depicted in Exhibits "C" and "D" " – (The Primary site is listed as (2.5 acres) at Pig's Eye at 2165 Pig's Eye Lake Road, This is Pig's Eye Lake parkland.)

4. The 2.5 acres identified as the use area in Exhibit C is not the area of park used by the Water Service for dumping construction debris. Can the Water Service dump construction debris wherever they want in the park?

5. The Water Service Staff Report - Sandy Lake Site Sale Consideration – The report states: In the Summer of 2005 the Soccer field project was abandoned as too expensive. (Note - Diversion of 2.5 acres at Pig's Eye Lake was not approved by the City Council. Parkland diversion requires full value replacement of the independently appraised value.)

The Water Service continued its use of the 40 acres at Sandy Lake. The Water Service also diverted 2.5 acres at Pig's Eye Lake without paying for the required acquisition of replacement parkland. The Water Service now wants 8.5 acres of parkland. The Water Service has listed the Sandy Lake property for sale with TaTonka Real Estate Advisors. They want to shift all the trucks, construction debris and problems to Saint Paul's SE Neighborhoods.

Sandy Lake illustrates why a lease does not assure acquisition of replacement parkland under the City Charter. The Water Service should be removed from parkland because replacement parkland was never provided. The Water Service has options that do involve loss of parkland.

Instead, they push for a more than tripling of the construction debris dumping area. It would be diverted from park use.

The Water Service agreed to remove all the construction debris from the park at least annually. They have not done so. The dumping is being booted off Maplewood property for a good reason. What is the enforcement of no net loss and lease violations?

6. Exhibit 21-2005-A-12 on page 3 it states: "In lieu of rent, City hereby permits Board to operate a soils recycling operation at the following sites, as depicted in Exhibits "C" and "D", attached hereto and incorporated herein: (Note – Map C identifies a 2.5 acre site at Pig's Eye Lake Park)

The record indicates that the City Charter required public hearing, super majority City Council vote, independent appraisals, and replacement parkland acquisition have never happened and there is no legal authorization for diversion of parkland. Can a Councilmember or residents request the removal of an unauthorized use?

The record

2021 - Saint Paul Parks states the 2003 dumping was an informal agreement and there is no document. (Note – The City Charter gives the City Council full authority over the diversion of parkland. I have asked but not received any record showing the Water Service is legally operating a construction debris dumping site on our parkland and in the ROS Zoning.)

December 20, 2018 Maplewood City Hall meeting notes regarding Water Service Sandy Lake Conditional Use Permit (CUP). The purpose of the meeting was to discuss the issues raised at the November 26, 2018 Public Hearing at the Maplewood City Council meeting. In general, SPRWS expressed concern that the proposed revisions/additions to the CUP are extensive and are too specific to be included in the CUP. The Water Service stated they support the construction of an earthen berm rather than a fence. Following discussions with MW and some neighbors in 2011, SPRWS did voluntarily limit hours to 7 am – 7 pm Monday through Saturday. **2018 – SPRWS notified that its lease for the property used for overnight activities was to cease in the fall of 2018. (Note – The notice is from the City of St. Paul to cease activities on Pigs Eye Lake parkland)(Also note that Pigs Eye was used for overnight activities)** SPRWS meets with Maplewood staff to explore the use of the recently acquired Zittel property and were encouraged to amend the CUP for Sandy Lake for overnight use
Application for proposed revision to CUP submitted to MW
Neighborhood meeting on the proposed revisions held and most of the current issues were raised.

SPRWS withdraws the proposed CUP revision and is allowed to temporarily continue use of its current site at Pigs Eye. (Note – 2018 – "temporarily" allowed to continue in spite of City notice that the lease was to cease in fall of 2018)(also note the "temporary" use of Pigs Eye for "night time activity" is still ongoing in 2021 and expanded to 24 hours of the day)

March 26, 2019 Meeting of SPRWS, neighbors, and City of Maplewood to discuss concerns. The list included Hours of Operation, noise, dust, vibration, size of large piles, number of vehicles, unsightly, lack of enforcement of CUP and site requirements, there should be a site in St. Paul, property values, site management, communications with neighbors, and drainage. SPRWS told Maplewood Residents they were working with St. Paul to determine if a ten-acre plot could be used at Pig's Eye. SPRWS said they are also considering sending most contractors to Pig's Eye rather than Sandy Lake. The discussions are ongoing, not yet confirmed. A meeting between SPRWS and St. Paul was to occur this week. However, Pig's Eye is currently under water due to the spring flood. (flooding is worth noting)

Sec. 13.01.1. - Disposal or diversion of park property.

Lands which may have been heretofore acquired by any means or which may hereafter be acquired by any means for park purposes shall not be diverted to other uses or disposed of by the city except in the following manner. "Park purposes" shall include, but not be limited to mean, playground, trail, parkways, open space and any other recreational purpose. (A)

The Saint Paul Parks Commission, or if no parks commission exists, then another committee established pursuant to [section 3.01.8](#) of this Charter, shall be asked to review the proposed diversion or disposal and submit its recommendation to the city council. (B)

After receiving the recommendation of the commission or committee, a public hearing shall be conducted by the city council for the purpose of considering the proposal and the recommendation. Notice of the hearing shall be published at least ten (10) working days prior to the hearing, and all interested persons shall be given an opportunity to present their views. (C)

The council may, by resolution adopted by at least two-thirds of the total council, authorize the diversion or disposal in the event it is determined to be in the best interests of the public to do so. The council shall require that additional park lands be acquired to replace those lands diverted or disposed. Consideration shall be given to replacing park land within the same district planning council area and to replacing lands with similar lands to maintain the balance within the park system. (D)

The council shall obtain from a qualified independent appraiser an appraisal of the market value of the park lands to be diverted or disposed and in the event the city receives less than the appraised market value the council shall allocate funds from the capital budget to equal that deficiency. (E)

The net proceeds or funds received or allocated, and interest earned thereon, from the diversion or disposal of park lands shall be maintained in a separate fund and shall be used only for the purpose of acquiring additional park lands. (F)

All land acquired by the city by deed, dedication or otherwise, containing a restriction on the title which limits the city's use of the property for park purposes only, may not be disposed of by the city in the manner provided in this section.

(Ord. No. 17825, § 1, 5-2-91; C.F. No. 94-1339, § 1, 10-12-94)

SUBJECT

BOARD RESOLUTION NO. 21-338

Pertaining to a Lease Agreement with the City of Saint Paul to lease a portion of City-owned property known as Pig's Eye Regional Park for the Board to use for soils recycling and storage.

BACKGROUND INFORMATION

Board staff has requested to lease a portion of City-owned property known as Pig's Eye Regional Park, approximately 8.5 acres in area, for the Board to use as a soils recycling and storage site.

Such a site is integral to Board operations and needs to be available on a 7/24/365 basis to conduct emergency repairs and routine maintenance on its water distribution system.

The lease has the following primary terms and conditions:

1. Rent for the leased premises is nominal (\$1.00 per annum)
2. The initial lease term is until December 31, 2050 but will automatically renew for an unlimited number of additional five-year terms unless either party is in default or either party notifies the other in writing six months prior to each renewal date of its intention not to renew.
3. The Board's use will be exclusive.
4. Any facilities to be built by the Board must be approved by the City.
5. The Board accepts sole responsibility for maintenance.
6. The Board's SPRWS General Manager and the City's Director of Parks and Recreation may from time to time, as deemed necessary, enter into a Memorandum of Understanding concerning specific operational requirements at the site.

See attached Lease Agreement and Location Map.

RECOMMENDATION

Board approval is recommended.

SUBJECT

BOARD RESOLUTION NO. 20-1432

Pertaining to a Commercial Purchase Agreement for the sale of a 13.26-acre parcel addressed as 1958 Rice Street in the city of Maplewood.

BACKGROUND INFORMATION

The Board, at its August 2020 meeting, directed staff to negotiate a Commercial Purchase Agreement for the sale of Board owned property addressed as 1958 Rice Street to PAK Properties.

The property was purchased by the Board in 2014 for \$2.5 million. The impetus for that purchase was to allow for future relocation of utility functions in the event the water treatment plant would need expansion for future treatment processes or increased production.

The McCarron's Plant Improvement Project that will take place over the next few years will reduce the footprint needed to provide treatment processes and by extension removes the need to hold onto this vacant property for treatment plant expansion.

The purchase agreement is with R C Enterprises LLC d/b/a PAK Properties and includes the following provisions:

1. Preliminary Due Diligence Period of 120 days for environmental studies, surveys, physical inspection, and investigation of zoning, code, and other governmental regulations.
2. Financing and Design Contingency Period until December 31, 2021 to seek necessary regulations and financing approvals.
3. Closing date to occur on or before June 30, 2022.

Total purchase price is \$2.5 million.

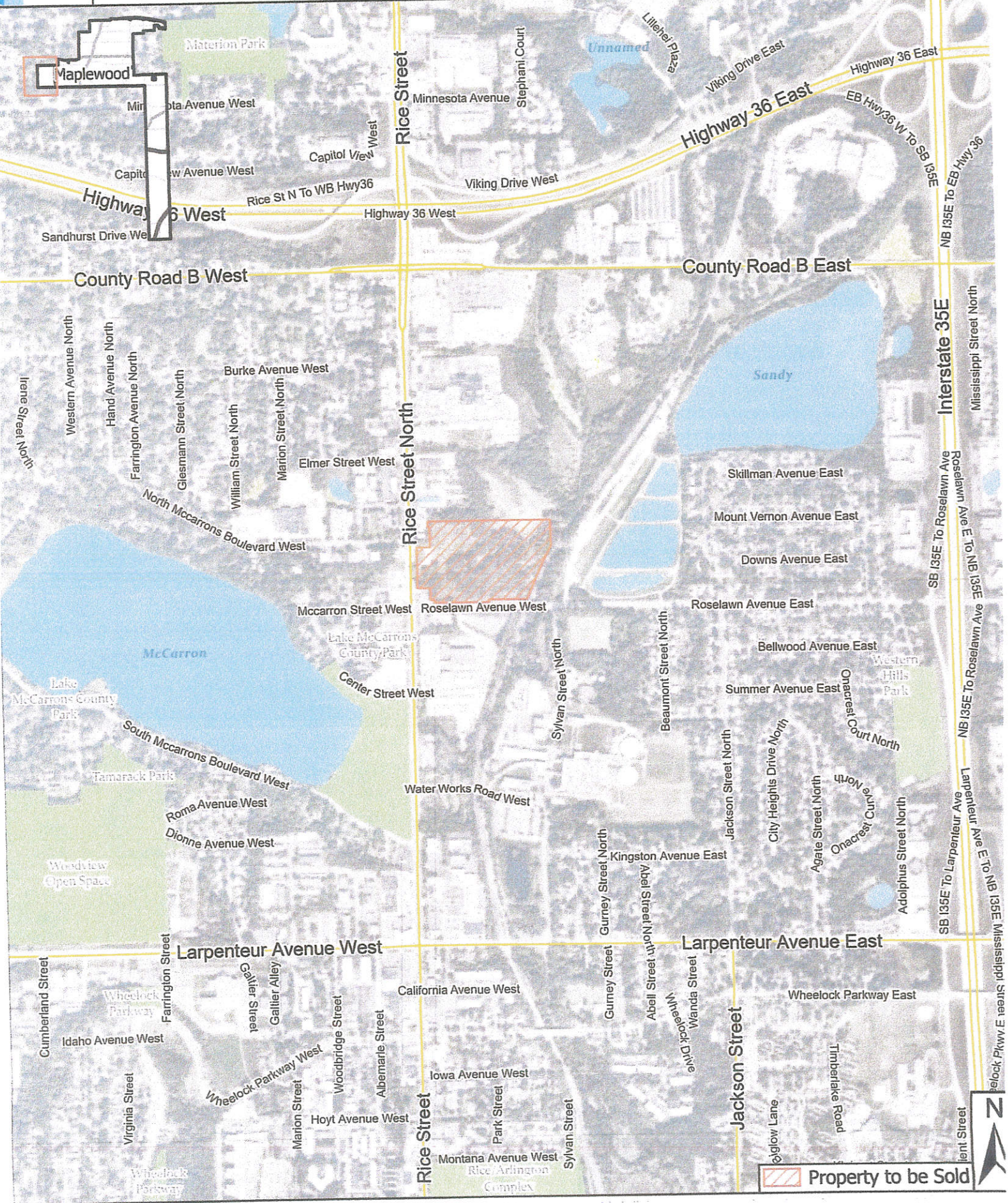
See attached Location Map and Commercial Purchase Agreement.


RECOMMENDATION

Board approval is recommended.



Location Map



 Property to be Sold



SPRWS Information on Sandy Lake Site and CUP December 20, 2018 Meeting Follow-up

A meeting was held on December 20, 2018 at Maplewood City Hall regarding the Saint Paul Regional Water Services (SPRWS) Sandy Lake Conditional Use Permit (CUP). In attendance were Melinda Coleman, Shann Finwall, Ron Batty, Mike Martin, Will Rossbach, Steve Schneider, Dave Wagner, Brad Eilts and Lisa Veith. The purpose of the meeting was to discuss the issues raised at the November 26, 2018 Public Hearing at the Maplewood City Council meeting with regards to the CUP at Sandy Lake.

The City Attorney for the City of Maplewood (MW), Ron Batty, gave a brief overview of the roles and responsibilities of both MW and SPRWS with regards to the CUP and how concerns are normally raised in his experience with CUP's. The 2009 CUP was then reviewed, and the Public Comments and City Council Requests were discussed.

In general, SPRWS expressed concern that the proposed revisions/additions to the CUP are extensive and are too specific to be included in the CUP. The issues are not violations of the current CUP conditions though they are valid and need to be addressed. We would like to see them addressed in a different manner than inclusion in the CUP. We then discussed how SPRWS has (or is planning to) address the comments and the requests that are listed in the meeting agenda. Specifically,

1. A clear copy of the 2006 site plan is now available and SPRWS is (and will continue) operating its materials storage and recycling operation within the area allowed under the CUP. The bins that are shown on the plan were not constructed (and the CUP language to this point was stricken from the 2009 revision of the CUP). There is no intention to construct these currently. The original intent (as noted on the plan) was to store materials used for street restoration in these bins. The bins were not intended for the storage of the recycled concrete and asphalt.
 - a. Both parties support the construction of an earthen berm (rather than the fence proposed currently) to delineate the allowed area of operations. This will shield SPRWS vehicle operations to improve the neighbors' views and help with limiting the noise generated by the operations. Plans to construct such a berm would be contingent upon receiving MPCA approval and ensuring that stormwater was effectively managed on site.

2. The general hours of operation of this site were 24 hours a day, 7 days per week when the CUP was initially approved in 2006 and in 2009 when the CUP was amended. The CUP restricts ONLY CRUSHING OPERATIONS to 8 am -5 pm Monday through Friday. Other operations on the site were not limited by the conditional use permit. Following discussions with MW and some neighbors in 2011, SPRWS did voluntarily limit the hours to 7 am -7 pm Monday through Saturday. Since 2011, SPRWS has operated only during these limited hours on a consistent basis with rare exceptions as confirmed by a Maplewood Police investigation and by SPRWS vehicle tracking technology.
 - a. SPRWS plans to hire a contractor to crush the existing pile of asphalt and concrete into a usable recycled material in 2019. The contractor used will have an air quality permit from the MPCA which governs their crushing operation. The contractor will be required to operate in accordance with all applicable air quality requirements. See section 5 for information on controlling dust from the existing soil piles.

3. It was determined that the 2006 requirements of the watershed district were completed.
4. SPRWS has used dispute resolution in the past with the neighbors of its Sandy Lake site. The dispute resolution process led to voluntary but substantial changes to the SPRWS operations over the years. There has been more use of this process with the neighbors on County Road B since 2011. Dispute resolution has been in the form of meetings with the neighbors, MW and SPRWS staff.
5. SPRWS has been reviewing our plan to control dust. We have been watering to control dust (as a condition of the CUP) and have begun to apply calcium chloride solution to the heavily travelled "roads" inside the site as recommended by industry professionals (2x per year). In addition, we are making plans to hydroseed inactive areas of the operation, including the inactive piles of soils. This will allow vegetation to grow in those areas and improve dust control. This will be important if the construction of the earthen berms is completed and discussed in paragraph 1.a. Hydroseeding may be delayed until such berms are created or until more information is known about the final utilization of the soil piles.
6. The type of operation both necessary and permitted on this site invariably comes with some noise. We are continuing to address noise as evidenced by the following:
 - a. Installation of the white noise back up alarms on all SPRWS vehicles operating on the site. More information on this technology can be found at
 - i. <https://www.osha.gov/laws-regs/standardinterpretations/2004-09-27>
 - ii. <https://brigade-electronics.com/products/reversing-and-warning-alarms/>
 - iii. <https://www.youtube.com/watch?v=fkFdFP5ffRo>
 - b. Obtaining a Master Contract to deposit construction debris (concrete and asphalt) in an alternative location. This contract should take effect in early 2019 and is expected to reduce truck traffic to the site significantly. SPRWS also anticipates that carrying construction debris elsewhere will bring our crushing operations at the site to a halt in the coming years.
 - c. SPRWS plans to hire Contractors to perform large main replacement projects in 2019. Under such an arrangement, the Contractor would be responsible for finding an appropriate dumping site for the material. As such, 2019 truck traffic at the Sandy Lake site should be significantly less than it was in 2018.
 - d. We are working on acquiring the ability to use other sites to stage and store materials. This is difficult due to our location in one of the metropolitan core cities. We have looked at sites as far away as Columbus, MN. Our goal here is to get another site or two available to us for afterhours hours and, if large enough, to allow us to reduce our reliance on Sandy Lake during the daytime hours.
 - e. We are also revisiting our process of construction in the summer to consider the true cost of hauling the soils we excavate in our routine operations.
 - f. SPRWS hired HDR Engineering to perform a noise study at the site. That study has been provided to Maplewood staff. HDR's acoustic experts found that SPRWS is not generating any noise at the site more than MPCA standards.
 - g. Possible construction of the earthen berm (as indicated in section 1. a.)

All these items have the goal of minimizing disruption at the Sandy Lake site. We realize that the dramatic increase in truck traffic over the 2018 construction season is not something that we want to continue. We realize that this was a burden on the neighborhood and we want to address that. The overall reduction in the number of trips to this site daily is a realistic and achievable goal, and SPRWS has taken steps to ensure that the goal is met more regularly in the future.

Finally, I would like to offer the following timeline to reflect how the current issues at hand came to be and how SPRWS has responded to address them.

- 2006 - Original CUP issued by Maplewood
- 2007 - Normal operations
- 2008 - Normal operations
- 2009 - Sandy Lake site capped with soils
 - CUP amended following a review by Maplewood
- 2010 - CUP reviewed and approved – no amendment
- 2011 - CUP reviewed and approved – no amendment
 - SPRWS changes operations to limit the use of the site to 7am-7pm Monday – Saturday.
 - SPRWS also discontinued regular use of the road along the north side of the large field.
- 2012 - Normal operations
- 2013 - Normal operations
- 2014 - Normal operations
- 2015 - Dispute resolution with County Road B resident in March.
 - County Road B resident appeared at BWC Meeting in December to register complaints about Sandy Lake activity.
 - Report prepared for the Board and meeting held to address concerns and meeting was conducted. Original complainant did not attend.
- 2016 - Normal operations
- 2017 - MW Police investigate activities for 3-month period and find nothing on-site outside normal, approved activities
- 2018 - SPRWS notified that its lease for the property used for overnight activities was to cease in the fall of 2018.
 - Summer water main construction results in substantial increase in truck traffic and soils storage at Sandy Lake
 - SPRWS meets with Maplewood staff to explore the use of the recently acquired Ziittel property and were encouraged to amend the CUP for Sandy Lake for the overnight use
 - Application for proposed revisions to CUP submitted to MW
 - Neighborhood meeting on the proposed revision held and most of the current issues were raised. SPRWS withdraws the proposed CUP revision and is allowed to temporarily continue the use of its current site at Pigs Eye.
 - SPRWS begins to address some of the concerns including:
 - elimination of most back up beepers with new technology to reduce noise
 - applying calcium chloride and additional watering to control dust
 - begin to search for a permanent site(s) to conduct overnight activities
 - reviewing vehicle tracking records to address any inappropriate after hours use
 - soliciting for and setting up a master contract for asphalt and concrete disposal

- planning work for 2019 to limit the use of Sandy Lake for soils placement due to water main construction

We offer this information to MW staff for review and communication to the Maplewood City Council as per their request. As discussed, we would welcome the opportunity to meet with the residents and MW staff to work towards resolution. We would further offer regular update meetings with the residents and MW staff (perhaps quarterly) as many of the items discussed cannot be accomplished instantaneously.

SUMMARY

St. Paul Regional Water Services, Sandy Lake Neighbors, City of Maplewood Meeting

DATE: Tuesday, March 26, 2019

TIME: 7 to 9 p.m.

LOCATION: Maplewood Community Center, 2100 White Bear Avenue

Welcome, Meeting Goal and Plan

The goal of the meeting is to discuss all perspectives and concerns related to SPRWS use of the Sandy Lake Site and whether there are mutually agreeable solutions which address the neighbors' concerns going forward.

It was noted during the meeting that the CUP and enforcement was not going to be discussed. Other avenues for addressing CUP are still available. The goal was to address all concerns so that other avenues would not be necessary.

Summary of Concerns from Neighbors to the Sandy Lake Site

- Hours of operation
 - Reports of use outside of the hours of 7AM-7PM Monday-Saturday
- Operation creates noise
- Operation creates dust
- Operation creates vibration
- Operation has grown, and the storage piles have gotten too large
- Number of vehicles using the site has grown
- SPRWS does not adequately control the contacted trucking companies using the site
- The whole operation has become unsightly
- Neighbors feel they are tasked with enforcing the CUP and other site requirements
- There should be a site in Saint Paul
- SPRWS employee decency – one observed urinating next to truck
- Neighbors perceive a reduction in property values due to the site
- Neighbors perceive the site activity is responsible for structural issues in their homes
- Neighbors believe the operations has exceeded its allowable site limits
- Ongoing site management
- Ongoing communication between SPRWS and neighbors
- Responding to concerns, including City of Maplewood role
- Drainage

Information Sharing

SPRWS said that summer of 2018 level of activity at the site was too high. All participants agreed that they did not want to repeat the summer of 2018 at the Sandy Lake Site.

SPRWS reviewed the history of the site and shared what they have done, and propose to do, to maintain reduction of activity and address residents' concerns. (Copies of the PowerPoint slides were provided to meeting participants).

Following is a summary of the future activities which SPRWS presented to address concerns and ensure lower levels of activity on the site:

- **Asphalt** - Asphalt on the site will be removed. SPRWS is putting removal out for bid. Asphalt will either be crushed on site or removed and then crushed. Neighbors will be notified when this will occur, sometime summer of 2019. No new asphalt to be added to the site going forward.
- **Crushed Material/Dirt** – Material on the site will be removed for projects as needed. SPRWS is also considering marketing the crushed material to others. The amount of dirt on site will be reduced over time. Going forward, SPRWS will contract for hauling of dirt for large projects and contractors will not bring dirt to the Sandy lake site. SPRWS will also reuse materials on site as much as possible rather than bring them to Sandy Lake site. Smaller projects may still bring materials to Sandy Lake Site, consistent with pre-2018 levels.
- **Trucks** – SPWRS will provide truck driver training on the correct truck routes, monitor for use of the correct route and document (GPS).
- **Noise** – SPRWS installed white noise alarms on their vehicles at the Sandy Lake site. This will remove beeping. Noted that contractors' vehicles may not have this same technology.
- **Monitoring** – In addition to truck monitoring as mentioned above, SPRWS is considering adding cameras and lighting at the site for monitoring and security.
- **Dust** – SPRWS will continue to treat dirt at the site with calcium chloride (as recommended, twice a year) and water weekly for dust control. They will also hydroseed and mulch inactive piles (foliage will grow on the piles and prevent dust).
- **Screening** – SPRWS is working on ideas for berming or screening at the site. More work is needed to develop a plan. Any plan will be submitted to the City of Maplewood for review and approval. Neighbors will be given notice and the opportunity to comment.
- **Alternate Site** – SPRWS is working with St. Paul to determine whether a ten-acre plot could be use at the Pig's Eye Site. They are also considering sending most contractors to this site rather than Sandy Lake, if the site becomes available. The discussions are ongoing, not yet confirmed. A meeting between SPRWS and St. Paul was to occur this week. However, Pig's Eye is currently under water due to the spring flood.
- **Communications** – SPRWS requested ongoing communication with neighbors of the site and expressed commitment to address future concerns. SPRWS committed to improved communications compared with summer 2018.

Following is feedback from residents on the presentation:

- Noted neighbors have different opinions about aesthetics of the site and any potential buffering solutions (such as berms).
- Expressed concern over impacts of lighting, shining into homes. SPRWS agreed there was more work to do. Intent is for low lights, motion sensitive. The lights would only

be on during hours activity is allowed under the CUP (7AM to 7PM Monday through Saturday). Any proposed lighting project would be submitted to the City of Maplewood for review and approval. Neighbors will be given notice and opportunity to comment.

- Preference for communication was for mailed information (rather than text, email).
- Expressed desire for Maplewood elected officials and staff to maintain vigilance in ensuring the CUP was followed.
- Suggested that SPRWS expand the area of residents who are notified.
- Dumping on top of mounds increases the level of noise from the bumping of tailgates.
- Vibration is a big concern for residents.
- Trucks using the correct route is still a problem.

Participants agreed that the highest priorities for SPRWS to address were noise, dust, vibration and truck traffic.

Next Steps

- **Moving Forward** - There was general agreement that SPRWS' activities would be beneficial and improve the situation. Neighbors were supportive and skeptical. They want to see and experience the improvements.
- **Ongoing Communication** – SPRWS expressed a willingness to meet or talk at any time. Residents wanted to wait and see what happened in Summer 2019. They did not feel the need to schedule a follow-up meeting. They will keep Maplewood city officials and staff informed in addition to communications with SPRWS. A meeting will be scheduled, if necessary, by Maplewood staff.
- **Written Documentation** – Maplewood staff and SPRWS will summarize SPRWS plans as outlined in today's meeting (facilitator will provide these notes). Maplewood will ensure that all plans fit within the CUP. The summary will be publicly available.

BOARD OF WATER COMMISSIONERS
RESOLUTION — GENERAL FORM

No. 5005

PRESENTED BY
COMMISSIONER Anfang

DATE February 8, 2005

WHEREAS, the Board of Water Commissioners (the "Board") is owner of property, situated west of I-35E and south of County Road B in the City of Maplewood, Ramsey County, Minnesota, commonly referred to as Sandy Lake (the "Property"); and

WHEREAS, the Board has used the Property as a spent lime landfill for over 60 years and during 2003 did cease all such operations; and

WHEREAS, the Minnesota Pollution Control Agency ("MPCA") requires that the landfill be closed; and

WHEREAS, City of Saint Paul, Division of Parks and Recreation (the "City") has requested that the Board lease the Property to the City for the construction and operation of public soccer fields, and that the Board contribute towards those construction costs; and

WHEREAS, the Board adopted Resolution No. 4939, which supported the concept of soccer field construction as a desirable means to accomplish the required landfill closure, provided that design, operation and maintenance be at the sole expense of the City, and that any Board contribution towards construction costs shall be no greater than would be required to minimally comply with MPCA requirements for landfill closure on the Property; and

WHEREAS, staff has negotiated such a lease with the City, which in addition to liability protection for the Board, also provides the following:

1. An initial term of thirty (30) years, with automatically renewing terms of five (5) years each.
2. Board contribution towards construction costs in the amount of \$400,000, the estimated cost to provide said minimum compliance with MPCA requirements.
3. In lieu of the rent, the City will provide the Board with a 2.5-acre site at Pig's Eye Landfill for soils recycling and a 1.0-acre backup site at the City's Como Shops.
4. Boards' ability to terminate the lease if the Property is needed for water facility purposes, with certain payments to be made to the City as compensation for such termination, depending on the date of said termination.

; and

WHEREAS, staff recommends approval of said lease; now, therefore, be it

RESOLVED, that the Lease Agreement between the Board of Water Commissioners and the City of Saint Paul, whereby the City shall construct and operate public soccer fields at the Board's Sandy Lake property, is hereby approved substantially in the form submitted, and that the proper officers are hereby authorized to execute said Lease Agreement on behalf of the Board, upon final approval by the assistant city attorney.

Water Commissioners

Yeas	Anfang	Nays
	Kleindl	
	Montgomery	
Vice President	Zanmiller	
President	Harris	

Adopted by the Board of Water Commissioners

February 8, 2005

In favor 5 Opposed 0

Janet Ludgen

SECY.

21-2005-A-02

Sandy Lake Site Sale Consideration

STAFF REPORT

The Sandy Lake Site (aka Sludge Field) was originally purchased in two stages:

- 17.94 acres in October 1940 at the cost of \$2,244.00
- 37.16 acres in December 1942 at the cost of \$3,574.00
- Total of both purchases = \$5,818.00

Discharges of spent lime and other saturated solids on the site began after the purchases.

- Construction in the 1990s of a Solids Dewatering Building that uses filter presses greatly reduced the need for discharge of solids at the site
- The site was removed from these operations in December 1997.

Capping the site per MPCA requirements began in 1998

- The majority of the capping of the site completed by the end of 2010
- The MPCA informs SPRWS that the site cover is not “sufficiently stabilized” in 2015
- Discussion have been ongoing with the MPCA since then
- A new site closure plan provided to MPCA September 2019
- At this time, no response from MPCA has been provided

In 2003, a long-term lease agreement between the Board and the City of Saint Paul for the construction of a soccer field at the site was executed:

- As compensation, Saint Paul Parks & Rec allows SPRWS to use land in the Pig’s Eye area for soil recycling operations
- Construction of the soccer fields was to be the responsibility of the Saint Paul Parks & Rec
- A permit was issued by the City of Maplewood in March 2003
- It was decided that construction of the soccer fields was too costly by Saint Paul Parks & Rec
- Soccer field project was abandoned in summer 2005
- Permit from City of Maplewood terminated in November 2005

Maplewood approved a permit to allow materials storage, crushing, and soils recycling operations in November 2006:

- In September 2009 complaints were heard by the Maplewood City Council about the “all-hours” use of the site
- In October 2009 the City of Maplewood amended the permit to limit the crushing operation to Monday through Friday, 8 am to 5 pm
- In 2011, in response to additional complaints, SPRWS voluntarily limits its use of the site for all operations to Monday through Saturday, 7 am to 7 pm with after-hours operations limited to the Pig’s Eye Site

- In 2018, a proposed expansion of operations at the site was met with resistance from the neighborhood
- In response, SPRWS further limits the use of the site and implements various dust and sound reduction methods voluntarily
- Talks with Saint Paul Parks & Rec to significantly expand the area allowed at the Pig's Eye Site commence
- A long-term lease has been proposed and review of that lease is ongoing

In 2019, Scannell Properties approached SPRWS to inquire about a possible sale of a portion of the site (approximately 39 of the total 55 acres) for redevelopment

- After initial talks with this developer it was determined that marketing the property publicly was needed to determine its full value
- A Broker's Opinion of Value was ordered and was received January 2020 valuing the property between 5.5 and 6.5 million (provided full soil remediation to make the land buildable is completed)
- A listing agreement was executed in February 2020 with TaTonka Real Estate to market the property as is
- The listing agreement expires July 31, 2020
- Recently multiple offers have been received and are now being reviewed

[[FileName]]

Authority (C.F. or A.O.)

LEASE NO. _____

TMS DEPT. LEASE NO. _____ [Lease Number]

LESSOR: BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

LESSEE: CITY OF SAINT PAUL, MINNESOTA

THIS LEASE AGREEMENT ("Lease"), Made and entered into this 8th day of February, 2005 by and between the BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL, a municipal corporation under the laws of the State of Minnesota (the "Board"), and the CITY OF SAINT PAUL, MINNESOTA, and the CITY OF SAINT PAUL, MINNESOTA, a home rule charter city under the laws of the State of Minnesota (the "City").

WITNESSETH:

WHEREAS, Board is the owner of certain real property situated west of I-35E and south of County Road B in the City of Maplewood, Ramsey County, Minnesota, commonly referred to as Sandy Lake (the "Property"), described and depicted in Exhibit "A", attached hereto and incorporated herein, where it maintains and carries out certain operations in respect to the public water works system, including operation of a spent lime landfill ("the Lagoon"), of which operation the Board did abandon its active use in 2003; and

WHEREAS, by issuance of Permit Number MN0045829, the Minnesota Pollution Control Agency ("MPCA") subsequently required that an earthen cap be provided over the Lagoon as a condition of the abandonment; and

WHEREAS, City desires to lease a portion of the Property from the Board, mostly the area that the Lagoon is situated upon, and to thereupon construct, maintain and operate public soccer fields through its Division of Parks and Recreation ("Parks"); and

21-2005-A-01

WHEREAS, the Board is willing to enter into a lease agreement with City for said public purposes, consistent with the requirements of safety of the water works system and also consistent with the requirements and safety of Board employees and property, now or in the future; and

WHEREAS, the Board did adopt Resolution No. 4939 which resolved that the conversion of the Lagoon to soccer fields was a desirable means to accomplish the required landfill closure, provided that costs for the design, operation and maintenance of the soccer fields be at the sole expense of the City of Saint Paul, and that Board contribution towards the costs to stabilize the Lagoon for soccer field construction shall be no greater than would be required to minimally comply with MPCA permit requirements for landfill closure on the Property; and

WHEREAS, Parks did obtain a Preliminary Filling/Stabilization/Storm Water Utility Plan from the firm of Gale-Tech Engineering, Inc. dated August 19, 2004 ("Feasibility Study"), which determined that it is feasible to construct soccer fields over the Lagoon in a manner that will satisfy MPCA requirements, and which also provided preliminary plans and cost estimates for the necessary stabilizing of the Lagoon for construction of soccer fields; and

WHEREAS, following approval by Parks and Board's staff of the Feasibility Study, Parks contracted with Gale-Tech Engineering, Inc. for final plans and specifications for soils stabilization of the Lagoon ("Soils Stabilization Plans"), the final product of which is to be subject to Board approval prior to award of construction contracts.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

That, in consideration of the mutual promises and agreements of the parties hereto, the Board hereby grants to the City, permission to enter upon certain portions of said premises and to use the same jointly with the Board, for the purposes aforesaid, subject to the following terms and conditions:

- [1] **Parties Named Throughout.** Wherever the word "Board" appears herein, it shall mean and include the Board of Water Commissioners of the City of Saint Paul, its agents and employees; and wherever the word "City" appears herein, it shall mean and include the City of Saint Paul, Minnesota, its agents and employees.
- [2] **Leased Premises.** Board does hereby lease to City, and City does hereby lease from Board, that certain tract of land situated in the City of Maplewood, County of Ramsey, as more fully described and depicted in Exhibit "B" (the "Leased Premises").
- [3] **Term of Lease.**
 - A. The initial term of this Lease shall commence on the date first written above and shall terminate on December 31, 2035.

- B. This Lease shall automatically be renewed for an unlimited number of additional five (5) year terms (each a "Renewal Term"), unless City is in default beyond applicable notice and cure periods of any of the terms or conditions of this Lease, or unless either party notifies the other six (6) months prior to commencement of the succeeding Renewal Term of its intention to not renew the Lease.

[4] **Rent.**

- A. In lieu of rent, City hereby permits Board to operate a soils recycling operation at the following sites, as depicted in Exhibits "C" and "D", attached hereto and incorporated herein:
- (1) Soils Recycling Site No. 1 - Primary Site (2.5 acres)
Pig's Eye Landfill, located at 2165 Pig's Eye Lake Road, Saint Paul, MN 55106
 - (2) Soils Recycling Site No. 2 - Backup Site (1.0 acres)
Como Shops, located at 1100 Hamline Avenue North, Saint Paul, MN 55104
- B. City's provision and permission shall be unlimited in hours of access and operation, and shall remain in effect until Section [4]C. below is accomplished.
- C. In the event of termination of this Lease for any reason, City agrees to enter into a lease agreement with the Board for Board's continued use of the above sites. In the event the above sites become unavailable, City shall provide the Board with comparable sites for landfill purposes. Rent for such use shall be based upon market rates and as agreed upon by the parties.

[5] **Primary Use of the Property and Leased Premises.**

- A. The primary use of the Property, including the Leased Premises, is for Board's operation of its public water utility ("the Primary Use"). Board operations in connection with pursuit of the Primary Use shall take priority over City's operations and Board reserves the right to take any action it deems necessary, in its reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Board operations.
- B. City agrees to promptly alter or relocate its improvements, or any aspect thereof situated within the Leased Premises, if and as may be required by Board for any reason arising out of or because of Board's current or planned Primary Use operations.

[6] **City's Use of Leased Premises.**

- A. City shall be allowed to construct, operate and maintain public soccer fields, roadway and parking lot improvements, utilities, concession stands, restrooms and any and all appurtenant facilities it deems necessary in its operation of public soccer field facilities ("Soccer Facilities").

On or after January 1, 2030, but before December 31, 2035	100%	30%	10%
After January 1, 2036	100%	0%	0%

“City Improvements” shall be defined as the Soils Stabilization Project plus the Soccer Facilities.

B. If initiated by City:

If for cause, City shall provide Board with sixty (60) days written notice of intent to terminate this Lease. If Board fails to cure the stated cause within sixty (60) days of receipt of notice, the Lease shall be terminated, and Board shall compensate the City in accordance with the schedule of Section A.(3) above.

C. If the Lease terminates via non-renewal, pursuant to Section [3], no damages shall be owed or due to either party.

[23] Ownership of City Improvements Following Termination of Lease

Upon termination of this Lease under Section [22], City Improvements shall become the property of the Board. City shall be allowed to purchase from the Board any and all City Improvements it chooses, with purchase price to be 100% of the depreciated value of said City Improvement.

[24] Miscellaneous.

A. This Lease constitutes the entire agreement and understanding of the parties regarding the Property. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

B. This Lease shall be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant district court in Ramsey County, Saint Paul, Minnesota.

C. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

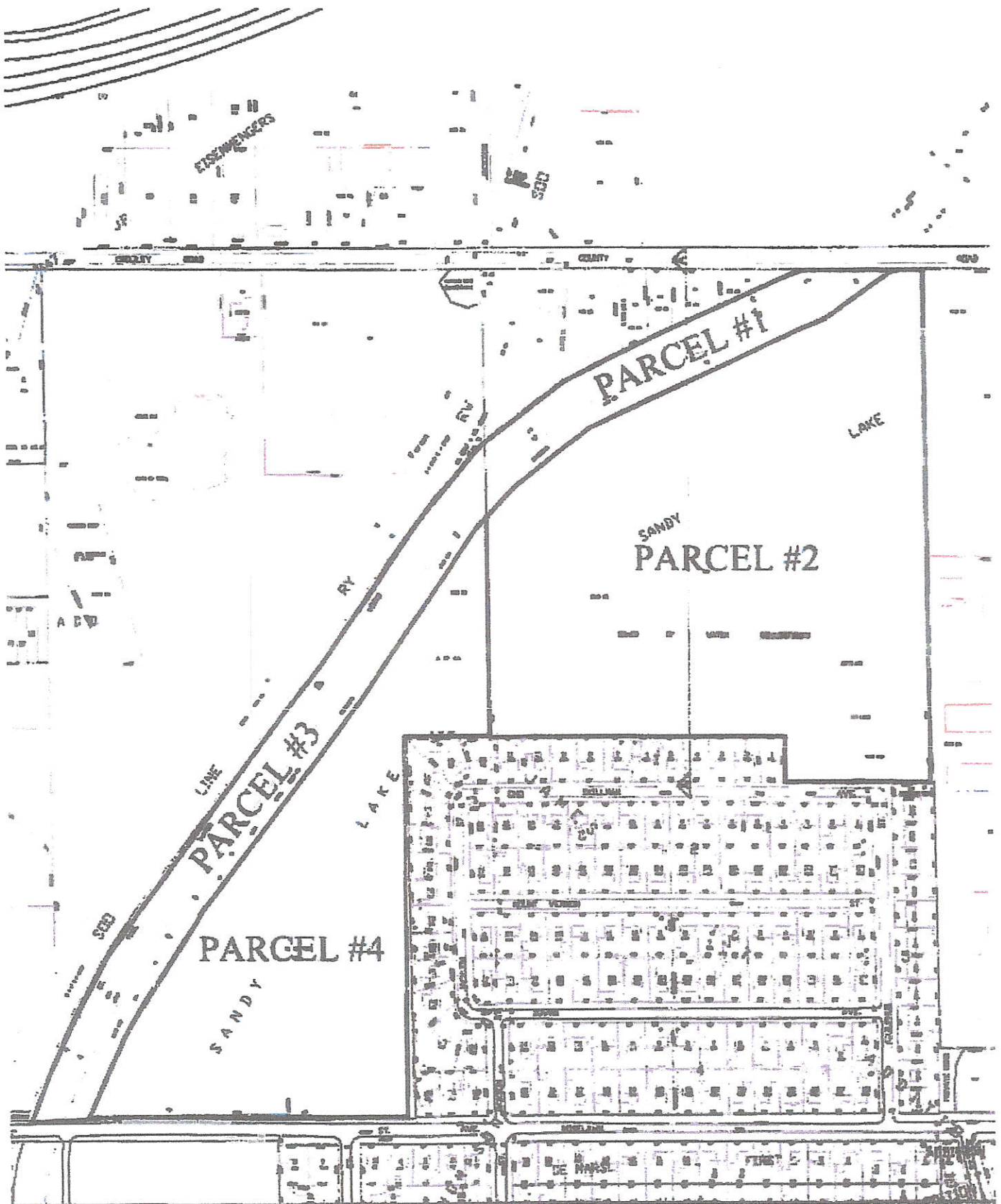
D. Exhibits “A” and “B” listed below are hereby incorporated into this Lease by reference.

Exhibit “A” Property and Legal Descriptions

Exhibit “B” Leased Premises

- Exhibit "C" Soils Recycling Site No. 1
- Exhibit "D" Soils Recycling Site No. 2
- Exhibit "E" Board Resolution No. 4939

[Remainder of this page left intentionally blank.]



Sandy Lake Property - Parcels 1, 2, 3, & 4

EXHIBIT A

2 of 2

The Property consists of the four parcels described below:

Parcel #1

Ramsey County PIN: 18.29.22.12.0009

160' W.W. R/W across the NW 1/4 of NE 1/4 of Section 18, Township 29, Range 22.

Parcel #2

Ramsey County PIN: 18.29.22.12.0010

South 140' of North 270' of E 442',68/100', the North 130' of SW 1/4 of NE 1/4, subject to County Road B and part of NW 1/4 of NE 1/4 S.E.L Y of the 160-foot wide W.W R/W in Section 18, Township 29, Range 22.

Parcel #3

Ramsey County PIN: 18.29.22.24.0001

100' W.W. R/W across N 2/3 of SW 1/4 of Section 18, Township 29, Range 22.

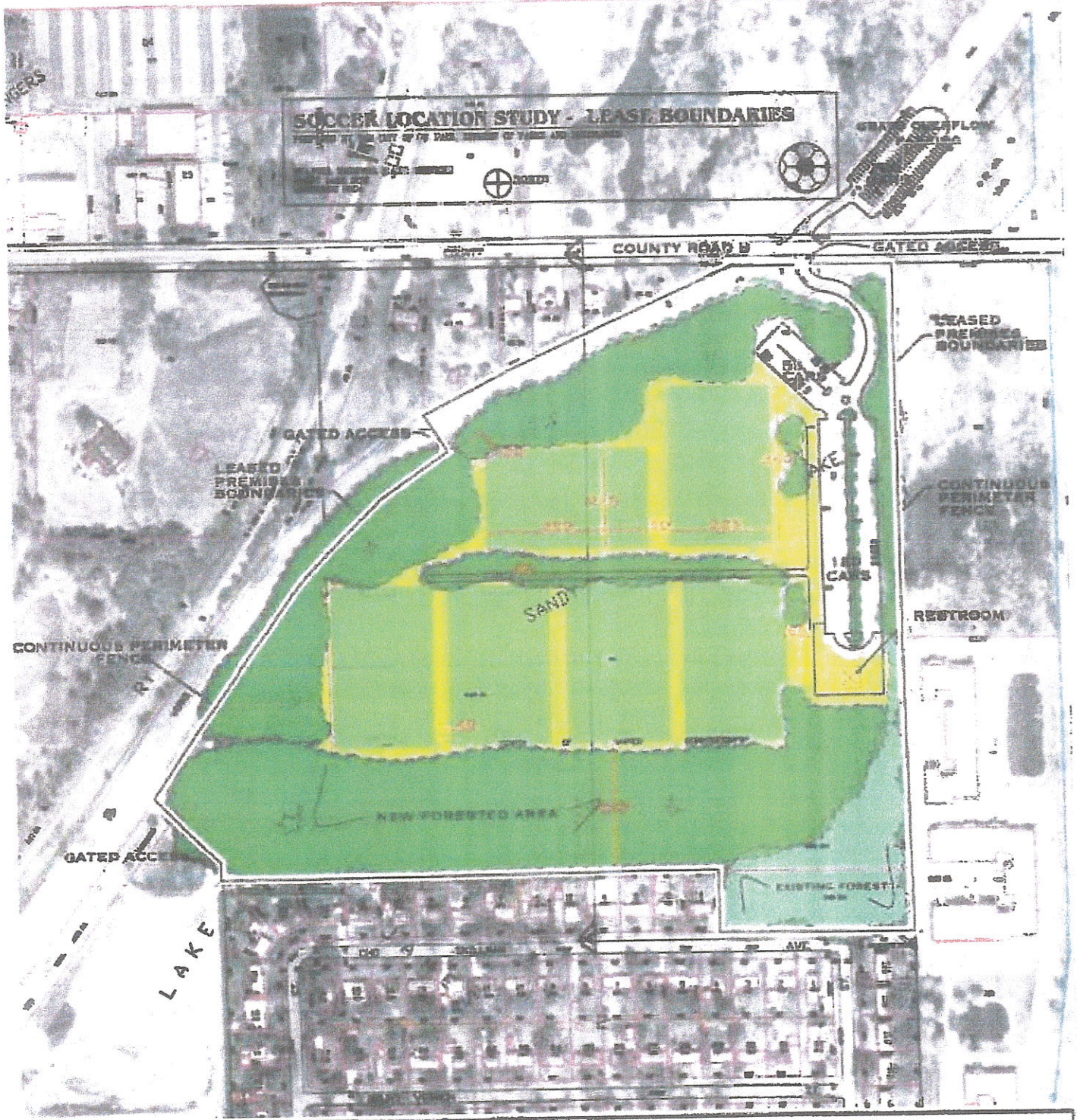
165' W.W. R/W across S 1/4 of NW 1/4 of Section 18, Township 29, Range 22.

160' W.W. R/W across N 3/4 of E 1/2 of Section 18, Township 29, Range 22.

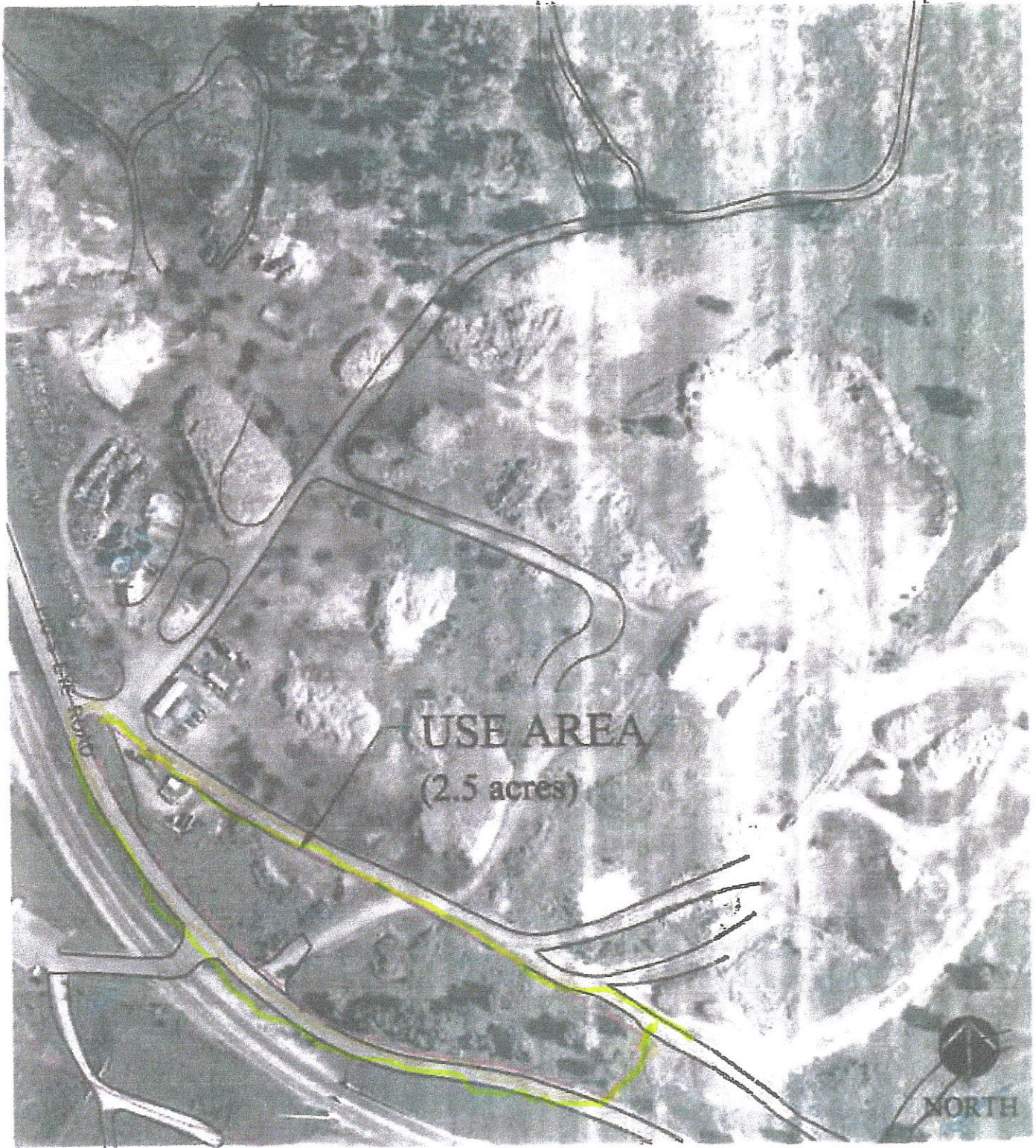
Parcel #4

Ramsey County PIN: 18.29.22.24.0024

Subject to Avenue; except South 15' of East 320' of West 1790' of NW 1/4 ex. Part in James 1st Addition part of said NW 1/4, S.E.L Y of W.W. R/W in Section 18, Township 29, Range 22.

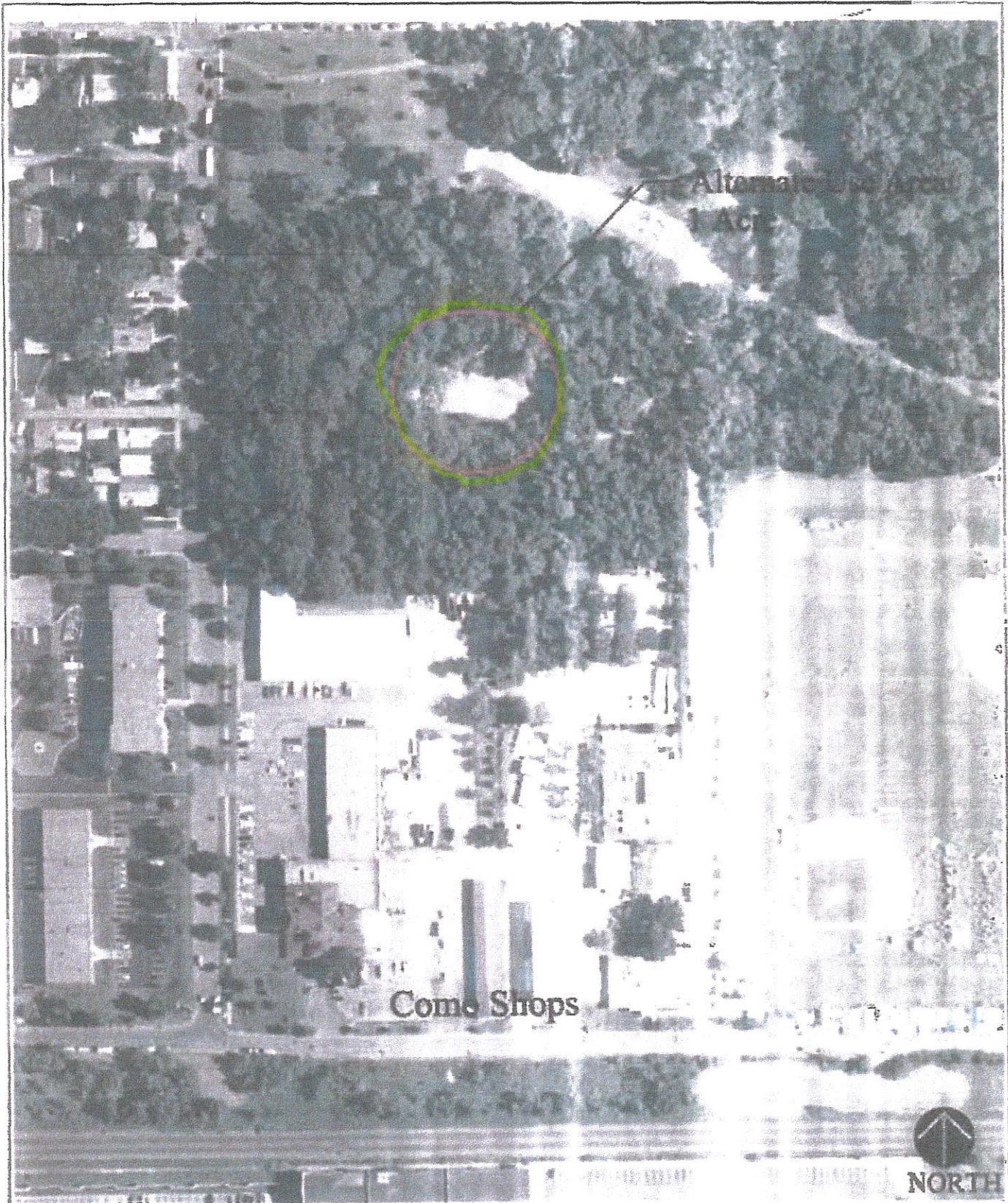


Sandy Lake Leased Premises Exhibit B



Soils Recycling Site No. 1
Pig's Eye Landfill
2165 Pig's Eye Lake Road, Saint Paul, MN 55106

Exhibit C



Alternative Area
1 Acre

Como Shops



Soils Recycling Site No. 2
Como Shops
1100 Hamline Avenue North, Saint Paul, Mn 55104

Exhibit D

GARDEN SITE
1958 Rice Street North
Maplewood, MN 55113

PAK Properties reached out to Saint Paul Regional Water Services late 2019 expressing interest in purchasing 1958 Rice Street North also known as the Garden Site. PAK Properties paid for an appraisal and started doing their due diligence with the city of Maplewood after Saint Paul Regional Water Services expressed interest in selling. In early November the board reached out to TaTonka Real Estate Advisors requesting some preliminary assistance with this site and the Sandy Lake location. After a few discussions and getting an Opinion of Value on the Sandy Lake Site, Saint Paul Water engaged TaTonka Real Estate Advisors to market both properties and bring them to the market for maximum exposure and value.

TaTonka Real Estate Advisors put both properties on the market in late February. This included listing both sites via the Commercial Exchange which gets local and national exposure, broadcasting the sites to the larger brokerage community of approximately 1,600 brokers in Minnesota and reaching out to all the major local and national developers in in our network (over 65 contacts). Including multi-unit housing/apartment builders as well. Because there was a solid Offer/Purchase Agreement on the Garden Site, Saint Paul Water and TaTonka wanted to identify potential buyers as quickly as possible and not lose traction with the existing offer on the table.

There was and has been a lot of interest and positive feedback from the market and the developers we spoke with. To maximize the value and price of the sites, TaTonka did not quote or put on a listing price. The intention was to have offers exceed the opinion of value and have the taxable value be the foundational starting point to see what kind of offers would come in. Both of these sites are unique and we felt would draw a premium because of their size. There aren't really any other large parcels of land like this inside the big highway loop.

As we were sending out packages and having follow up conversations with developers and investors, we were making some great traction and progress until Covid19 hit. Early March the world started coming to a halt and no one knew what was happening. Most of the developers and potential buyers we were talking to, kept trudging forward hoping this pandemic was a temporary hiccup. But as city offices started closing it was very hard to get the answers they needed to do their due diligence and get the feedback to make an informed and intelligent decision. Knowing what the cities vision is, what the city wants and will allow can make or break any development. With this new wrinkle in the process some of the potential buyers were still willing to perform, but without knowing what was allowable the buyers would be buying speculative property. Without having concrete details, the conversations, verbal offers, and quick e-mails did NOT reflect the prices we were hoping or shooting for. We called, sent out e-mails and reminders to the different groups we had engaged with asking for highest and best final offers by July 15th. The general response and consensus was that investors/developers/buyers would be taking a

risk with huge uncertainty. Of course, that was reflected in these “verbal” offers (\$1-\$1.5 million) with a quick close. None of these were appealing since we of course had a better existing offer on the table.

TaTonka has kept open communications with PAK Properties and kept them in the loop during the current marketing. We did not want to lose them as the best possible buyer in the current environment. PAK Properties has been very patient in the process. Another advantage PAK Properties has over other potential buyers is that they had done a lot of due diligence before they approached Saint Paul Regional Water and they have a huge head start because they were able to work with the city and find out what they wanted. They have a mutual vision for the future of the site. With the pandemic shutting down many segments of the real estate industry, this also puts PAK Properties 6-9 months ahead of any other buyer with the due diligence they would still need to complete. PAK Properties offer is at the appraised value and also tax value of the property. With the market volatility and uncertainty, TaTonka would suggest moving forward with the \$2.5 million dollar offer from PAK Properties. They are a solid developer who knows the market and the area.



TaTonka
Real Estate Advisors

FOR SALE



**Rice Street Garden Site
1958 Rice Street
Maplewood, MN 55113**

- **13.26 Acres (577,797 SF) Total Land Size**
- 9.61 Acres (418,612 SF) Effective Developable/Usable Land Area
- PID #18-29-22-23-0019
- Zoning is BC / Business Commercial District – Guided as Mixed-Use-Community
- Commercial retail or services businesses, office and high-density housing, hotel
- 315 feet of frontage on Rice Street
- 750 feet of frontage on Roselawn Avenue
- Great access and good visibility
- Close to retailers and restaurants

Price Negotiable



For More Information Contact:

Leif P. Aronsen
Phone: 612.466.7306
lpa@tatonkare.com

Michael H. Koehler, SIOR
Phone: 612.466.7310
mkoehler@tatonkare.com

**BOARD OF WATER COMMISSIONERS
RESOLUTION**

PRESENTED BY
COMMISSIONER _____

No. 20-1432
DATE October 13, 2020

WHEREAS, the Board of Water Commissioners desires to sell a 13.26-acre parcel of land addressed as 1958 Rice Street in the city of Maplewood to R C Enterprises, LLC d/b/a PAK Properties for residential development advantageous to the surrounding neighborhood; and

WHEREAS, Staff has drafted a Commercial Purchase Agreement, which provides for such sale in the amount of \$2,500,000.00 and which has been approved as to form by the assistant city attorney and signed by the buyer; now, therefore, be it

RESOLVED, that the Commercial Purchase Agreement between the Board of Water Commissioners of the City of Saint Paul and R C Enterprises, LLC d/b/a PAK Properties for the sale of real property addressed as 1958 Rice Street in the city of Maplewood in the amount of \$2,500,000.00 is hereby approved and that the proper officers are hereby authorized and directed to execute said agreement on behalf of the Board; and, be it

FURTHER RESOLVED, that the General Manager of Saint Paul Regional Water Services or its designee is hereby authorized to execute any and all closing documents on behalf of the Board.

Water Commissioners

Adopted by the Board of Water Commissioners

Yeas

Nays

October 13, 2020

In favor

Opposed

Secretary

ORIGINAL

Jane and Nelsie,

I can not thank you enough for your willingness to listen and respond to threats at Pig's Eye Lake Park. Our SE neighborhoods are horribly underserved and often ignored.

Your work to get accommodations is greatly appreciated but I am afraid they do not address the underlying problems. In more affluent White Majority neighborhoods they do not have to lease their parkland to pay for a parking lot or planning. We are often denied resources and then held hostage. As previously shown the inequity in resources is staggering. Requiring less affluent and more diverse SE residents to fund planning and parking lots for the more affluent and less diverse parts of town and then requiring us to give up parkland to pay for our parks only adds to the inequity. We pay the price for Highland Bridge tax increment financing that benefits those who spend more for a single family lot than most of us could pay for a home. We should not be forced to give up our parkland to have the most basic of park amenities like a parking lot.

I voted to add the No Net Less protections to our City Charter. All too often, I have seen how the less affluent and more diverse neighborhoods are stripped of assets by those who are supposed to be looking out for us. The City Charter was written to ensure that this kind of asset stripping does not happen. It requires the "acquisition" of replacement parkland of equal value based on independent appraisal. Without the City Council authorizing the parkland diversion under the Charter requirements the administration can not legally divert parkland. The Charter also recommends it be replaced in the same planning district in order to retain balance. This is also important.

The Water Service clearly states the proposal to lease 40 acres for soccer fields was abandoned in summer 2005. The use of 2.5 acres of parkland at Pig's Eye Lake for construction debris dumping was tied to the City getting 40 acres for soccer. However, the Water Service used the 40 acres for construction debris and also dumped construction debris on 2.5 acres of parkland at Pig's Eye. As stated above there never was City Charter required authorization to divert parkland and tentative plans had been abandoned. Since that time the Water Service has listed for sale the property that was promised to the city as terms of compensation for abandoned plans. In spite of there not being a legal agreement to divert parkland, in spite of the acknowledgement of abandonment of the soccer fields proposal, the Water Service has been diverting parkland at Pig's Eye with no consideration to their failure to get legal authorization or provide require parkland replacement. Now they are selling the land they would have been required to provide the City if there was a lease. If the Water Service actually had a lease they would not be able to list the property for sale because it would be part of the lease agreement. The Water Service keeps telling the public they have had a lease to divert parkland for years. There is no legal basis for such a claim.

Let me point out another contradiction to the assertion the Water Service has a legal ongoing lease to use our park property to dump construction debris. The December 20, 2018 City of Maplewood Report on the Sandy Lake site states: 2018- SPRWS notified that its lease for property used for overnight activities was to cease in the Fall of 2018. (Pig's Eye) The January 27, 2019 Pioneer Press report by Tad Vezner cites the Water Service - The "permission," such as it was, came when the utility presented its need for a new night hours staging area, after the closing of the Saint Paul site. (page 8A) The article on page 9A - For now, though there's no lease, the utility is still using Pig's Eye. "I'm letting them go month to month. We don't have a project up there that's

immediate," said St. Paul Parks and Rec head Mike Hahm. Hahm also said there's been talk about a new lease but called it "super conceptual."

So in reality, there has not been a lease since 2018, the soccer proposal was abandoned in 2005, and the Charter actions required to approve any diversion of parkland never happened and therefore diversion of Parkland at Pig's Eye has never been authorized. The diversion of our parkland and its impacts on our less affluent BIPOC Majority neighborhood have little if any legal basis. I would strongly encourage the City Council to finally put a stop to this gameplaying at our expense. Please do not just repackage these appalling practices. More well off White Majority neighborhoods often have resources to go to court to protect their neighborhood. We are dependent on our elected officials.

If the public property at the Hillcrest reservoir is safe and available for public use, then why has the Water Service fenced it off and posted no trespassing signs citing State Law. If it would benefit the public why is it only available as part of a hostage negotiation. It comes with a requirement to that other Eastside neighborhoods lose their parkland. This is not right. The Water Board can simply vote to open the property to public use. We do not have to allow them to hold the Eastside hostage if we want benefits that come easily to others.

The City Charter requires a public hearing, a super majority vote of the City Council, and full appraised value funded acquisition of replacement funding before any diversion of parkland to a use other than park use. This never happened and therefore diversion has not been approved by the City Council as required. One of the other requirements is the independent appraisal of the properties to ensure equal value. That never happened but is a legal requirement.

Again thank you for your consideration and assistance. It is all to rare these days.

Tom

Anger is piling up



PHOTOS BY SCOTT TAKUSHI / PIONEER PRESS

Residents of a Maplewood neighborhood off Roselawn Avenue are upset over a debris site on St. Paul Regional Water Services land where dozens of trucks are daily dumping their loads. From left are Sue and Don Halvorson, Nancy Plumbo, Mike Lambert, Joe Plumbo and Wayne Christensen.

Residents of a Maplewood neighborhood seek answers for noisy expansion of nearby dump

By Tad Vezner
tvezner@pioneerpress.com

Over the summer, the Plumbos watched a hill grow beyond their front window.

They have lived in their Maplewood home for decades and hadn't seen anything like the pile of soil and concrete that stretched steadily toward the treeline. Not to mention the cacophony of dump trucks, dozens of them driving to the hill daily.

Dozens of residents of a Maplewood neighborhood just south of old Sandy Lake watched in dismay as construction debris piled up on an adjacent property belonging to St. Paul Regional Water Services, a public utility that brings water to a slew of east metro communities.

"Never has anybody around here complained about a bang here, a bang there. That's because it wasn't every five minutes," says Nancy Plumbo,



A dump truck delivers a load to the pile, which neighbors have nicknamed "Mount Sandy," on Tuesday.

who has lived in the neighborhood 43 years.

Christine Haas, on the street behind the Plumbos, has been running a day care out of her home for 27 years.

"It's a noise you're hearing all the time, more and more, and my kids need to nap. It was never like

DEBRIS DUMP, 8A

Caution, relief at restarted agencies

Several U.S. national parks reopen on day after shutdown ends

By Amy Forliti
Associated Press

Park rangers were once again greeting visitors at some national parks across the United States as flight operations at major airports were returning to normal on Saturday, one day after a partial government shutdown came to an end.

While there were signs that some government machinery was grinding back to life after a record 35 days without funding, many federal workers and their families approached the end of the shutdown cautiously, saying they were relieved they would receive paychecks again, but would continue to restrict their spending and fears that another shutdown could happen in weeks.

"You can only be so happy because you just have to know that it could happen again," said Rachel Malcom, whose husband serves the Coast Guard in Rhode Island. "We're going to be playing careful, so I don't want to overspend."

President Donald Trump signed a short-term deal Friday to end the partial government shutdown which caused 800,000 federal employees to miss two paychecks. The administration asked department heads to reopen offices in "prompt and orderly manner."

Many government agencies still had notices on their websites Saturday saying they were not fully operating due to the lack of appropriations. Calls to several agencies also went unanswered, with voices

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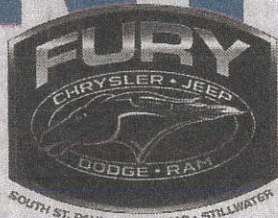


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't Be eless

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A 50" screen TV



SCOTT TAKUSHI / PIONEER PRESS

A dump truck unloads at the St. Paul Regional Water Services property south of old Sandy Lake as nearby Maplewood residents watch Tuesday.

CONTINUED FROM 1A

> Debris dump

this. This is a quiet residential neighborhood. Or it was.”

NOISE AND DUST

There's been little serenity around Sandy Lake in recent months.

Neighbors have begun following the utility's trucks for miles, just to see where they go. One retiree kept a meticulous journal of every tailgate bang, each backup alarm. Another resident snapped photos of the sheen of dust on her windowsills. At one point, a covert police operation pointed cameras at the property for months, searching — unsuccessfully — for any targeted harassment of neighbors.

Talk of legal action has grown louder. City staffers are cursed as useless — or worse, complicit.

All this despite — or perhaps due to — the fact that none of the residents appear to understand the reason for all those trucks.

At least according to the water department. For the first time in years, if not decades, the utility — by its own choice — was responsible for all the dirt, asphalt and concrete that came from a slew of major pipe replacements in St. Paul.

started coming.

Distrust really took root at a community meeting in August, when residents were asked to consider letting the utility use the site at night.

Earlier that year, St. Paul's Parks and Rec department ditched the water service's lease on the 2.5-acre site near Pig's Eye Lake that it mostly used for night operations. Parks and Rec wanted the ability to build a lot for a 900-acre park — the city's largest — that currently has no easy access.

It was like poking a beehive. Neighbors — already uncomfortable even opening their windows amid the summer's deluge of noise and dust — now heard about night operations.

“Everything they (the water department) had in the conditional-use permit, they (the city) have allowed them to violate,” Joe Plumbo said.

Specifically, Plumbo points to provisions that say the utility's site won't affect property values. Won't cause excessive noise, vibrations, dust. Won't change the “existing character of the surrounding area.” No “general unsightliness.”

To defend itself, the water department contracted an April noise study reflecting a decibel level within state guidelines. Neighbors note the study took place when there was still heavy snow on the ground — a good month before the construction season picked up.

with is that document is not very specific and does not include a lot of details,” city attorney Ronald Batty told council members, who were indeed struggling — and in the end failing — to grasp it at a council meeting in November.

“I'm a little shocked that as staff we couldn't get our act together around what happened in 2006. ... I'm frustrated and I'm sorry,” council member Bryan Smith told residents at the same meeting.

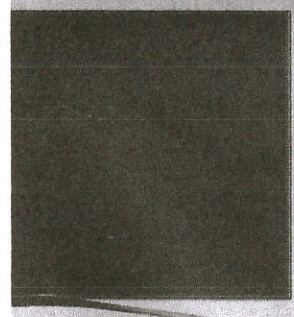
There also are some decade-old city memos about the permit. In them, Maplewood's senior planner, since retired, repeatedly said the permit's purpose was to let the utility store and crush materials from repairing water main breaks — about 150 breaks a year, according to a utility staffer quoted in one report.

And a 2006 summary of the original permit application, drafted by the utility, says the site was then being used to recycle material “from and for water main breaks.” The permit would simply allow them to crush those materials, every couple of years.

The Plumbers point to those documents as evidence of intent. The site would house debris from emergency repairs — not big street-construction projects.

But there's a big problem: The actual permit doesn't mention any of that.

Utility officials, on the other



Treasure Hunt Clues published beginning Sunday, January 20. Hunt, attach your clues to and drop them off in person at Saint Paul, Lake Elmo or Thursday, February 7. Lawn Friday, February 8.

Pioneer Press. Contest runs from the day the medallion is found. All entries will be held on 2/8/19. Mailed in entries will not be accepted. Prizes are limited to one and have 7 days to claim their prize. No cash value. Rules at TwinCities.com and Fury Motors are not eligible.

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own choice — was responsible for all the dirt, asphalt and concrete that came from a slew of major pipe replacements in St. Paul.

And also for the first time in years, its lease on an alternative dump site in St. Paul is defunct. That left the water department's only remaining properties in Maplewood. And that doesn't sit well with some city officials there.

"I think by the way you did this, you think it's better to ask for forgiveness than permission. ... Other communities should share the burden," Maplewood City Council member Kathleen Juenemann told utility officials during a recent council meeting. "I don't care if you dump it on (St. Paul Mayor) Melvin Carter's front lawn. That's his problem!"

Prior to that, another meeting between the utility and nearby residents went just as well.

"Everything got a little heated," acknowledged St. Paul Regional Water Services general manager Steve Schneider. "We need to break through that. We are going to get there. I totally believe we are going to get there."

The permit for Sandy Lake — which the city can't simply rescind — is now under scrutiny from all corners.

Officials from both cities, and their lawyers, met last month to discuss it. Concessions were made — though city officials don't know whether residents will trust them.

"They don't trust us at all," said Maplewood city manager Melinda Coleman. "Which is unfortunate, because we are really trying to help them. ... We wouldn't want to live there either."

ALL OPPOSED

It's true that the Plumbos are angriest not at the water department but at the city of Maplewood. Throughout the summer, they note, the city didn't say boo amid all the unprecedented activity — between 38 and 58 contractor trucks, along with an average of eight utility trucks, daily, according to the utility's records.

It was only when the water department came forward asking for an even larger expansion that city fliers

there was still heavy snow on the ground — a good month before the construction season picked up.

"All who voiced their opinion were opposed to any changes," the utility stated in a later email to Maplewood officials.

Suspicion of the city stemmed from a statement, the Plumbos and others say, that utility officials made at the community meeting: that Maplewood had "given them permission" for the expansion.

But the utility said there was confusion over what it was talking about.

The city hadn't given it permission for all the extra summer activity — it had done that on its own, without city input. The current permit, officials believed, allowed them to.

"We should have, in hindsight, notified everybody of our intent. We didn't do that, and that's our mistake," said utility manager Schneider. And he'd work hard to reduce noise in the future, he added.

The "permission," such as it was, came when the utility presented its need for a new night hours staging area, after the closing of the St. Paul site.

At first, it wanted to use another Maplewood property it owned behind a Karen community garden, but the city thought the Sandy Lake site would be less painful. The first step, the city told the utility, was to have that community meeting.

Within a month of the ill-fated meeting, the application to expand night hours was withdrawn. But the debate about all those summer trucks had by then garnered a life of its own.

Schneider said he hadn't heard complaints about summer activity before getting an earful at the August meeting. "I can't resolve something that isn't raised," he said.

AN OPAQUE PERMIT

But let's get back to that permit — the one the utility negotiated with Maplewood 13 years ago.

Or, as it's described by Maplewood officials and many residents: a vague, minimal, two-page document whose every nuance is now being scoured for meaning.

"What you're all struggling

construction projects.

But there's a big problem: The actual permit doesn't mention any of that.

Utility officials, on the other hand, believe the site should be — and is being — used to store and recycle materials from street excavations of all kinds, "whether planned or unplanned," according to a handout at the August meeting. Currently, up to 50,000 cubic yards of it.

REASON FOR THE SEASON

Which brings us to the real reason for the summer ruckus, according to the utility. One none of the residents seems to realize.

Last year, for the first time in years if not decades, the utility was the primary contractor on several major St. Paul street projects.

And as the primary contractor, it had to take care of its own debris. The utility previously hired other primary contractors for such work — and those contractors had to take care of their own debris.

"We didn't have a hand in the summer activity," Schneider said.

So did all that traffic violate the permit?

"Whether it crossed the line, what I want to do is have the dispute resolution that is outlined in the conditional-use permit when there are issues raised by residents," Schneider said.

That dispute resolution meeting likely will happen next month.

CITY NEGOTIATIONS

City manager Coleman doesn't speak favorably of the Plumbos' effort to challenge the permit legally.

The neighbors "are entrenched on the legalities of the (permit), which is totally not going to solve their problems," Coleman said.

Instead, her staff and attorney have been negotiating with the utility. And they've gotten some concessions, according to a memo the utility sent to Maplewood staff this month.

"I felt really bad at that (council) meeting in November. I felt like they (residents) thought the city was against them. I'm sitting there (thinking), 'I'm trying to tighten up

CONTINUED FROM 8A

> Debris dump

the (conditional-use permit), we're working for you," said Maplewood environmental planner Shann Finwall.

The utility said in its memo that it wouldn't bring any more asphalt or concrete to the site, only soil. And it would look into building a berm for less noise and better views.

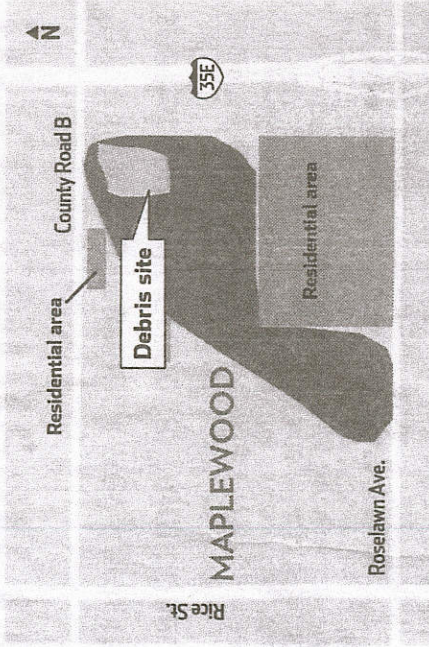
Perhaps most important, it would hire primary contractors — who would dump their dirt elsewhere — for its big pipe jobs in the summer of 2019, at least.

After that? No mention on the memo.

But in an interview, Schneider said, "I wouldn't entertain using Sandy Lake again to that extent. ... We never accounted for the

Storm at Sandy Lake

Activity on an 8.5-acre plot at one of St. Paul Regional Water Service's Maplewood properties, known as its "Sandy Lake" site, has neighbors up in arms, after summer construction activity disrupted the neighborhood.



PIONEER PRESS

costs of, now that we have the dirt, what are we going to do with it? And ultimately there's an expense to neigh-

borhood harmony."

The Plumbos remain skeptical.

"Who is going to monitor

removing the part about reducing daytime reliance on Sandy Lake.

"He didn't want to promise anything, that's the thing," because negotiations were ongoing, Schneider said in an interview.

But in the end, the phrase was included and sent to Maplewood. City officials see that as evidence of good intent.

Still, Schneider admits to stark realities when it comes to finding other sites to store the agency's dirt.

"When you live in a core city like we do, sites like this are far and few between."

'WHAT WE DO DOES GENERATE NOISE'

For now, though there's no lease, the utility is still using Pig's Eye.

"I'm letting them go month-to-month. We don't have a project up there that's immediate," said St. Paul Parks and

Rec head Mike Hahm. Hahm also said there's been talk about a new lease but called it "super conceptual."

Back in Maplewood, Schneider said, "I just really want to reiterate that we are so willing to sit down. ... Neighbors are our assets, because they help us with security. We value those relationships."

"But, that being said, what we do does generate some noise. It just does."

The hill Schneider will have to climb to win locals' hearts and minds is evident when talking to some of the utility's closest neighbors — such as Wayne Christensen, whose house sits a couple of hundred meters from the site.

"They keep saying they want to be a good neighbor but just don't want to be a good neighbor — they just do what they want."

Tad Vezner can be reached at 657-228-5461.