

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, March 9, 2026
City Hall, Council Chambers
Meeting No. 05-26

Pursuant to Minn. Stat. 13D.02, one or more councilmembers may be participating remotely

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. APPROVAL OF AGENDA**
- E. APPROVAL OF MINUTES**
 - 1. February 23, 2026 City Council Workshop Minutes
 - 2. February 23, 2026 City Council Meeting Minutes
- F. APPOINTMENTS AND PRESENTATIONS**
 - 1. Administrative Presentations
 - a. Council Calendar Update
 - 2. Council Presentations
- G. CONSENT AGENDA** – *Items on the Consent Agenda are considered routine and non-controversial and are approved by one motion of the council. If a councilmember requests additional information or wants to make a comment regarding an item, the vote should be held until the questions or comments are made then the single vote should be taken. If a councilmember objects to an item it should be removed and acted upon as a separate item.*
 - 1. Approval of Claims
 - 2. Charitable Gambling Policy Modification
 - 3. Bituminous Material Purchase for 2026 Season
 - 4. Gold Line Bus Rapid Transit Ownership and Maintenance Agreement, City Project 14-05
 - 5. Payroll Consulting Contract Request
- H. PUBLIC HEARINGS** – *If you are here for a Public Hearing please familiarize yourself with the Rules of Civility printed on the back of the agenda. Sign in with the City Clerk before addressing the council. At the podium please state your name and address clearly for the record. All comments/questions shall be posed to the Mayor and Council. The Mayor will then direct staff, as appropriate, to answer questions or respond to comments.*
None
- I. UNFINISHED BUSINESS**
 - 1. Local Housing Trust Fund Grant Contract Agreement with Minnesota Housing Finance Agency

J. NEW BUSINESS

1. Century Ponds Development, 601 Century Avenue South
 - a. Final Plat Resolution
 - b. Preliminary Development Agreement

K. AWARD OF BIDS

None

L. ADJOURNMENT

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

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

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

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

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

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

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

F. ADJOURNMENT

Mayor Abrams adjourned the meeting at 6:51 p.m.

DRAFT

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, February 23, 2026
City Hall, Council Chambers
Meeting No. 04-26

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:02 p.m. by Mayor Abrams.

Mayor Abrams thanked everyone who attended the Community Conversation, and she spoke on the Coalition of Cities for Safe and Stable Communities and the Faith Community Leadership group.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

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

D. APPROVAL OF AGENDA

Councilmember Cave moved to approve the agenda as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. February 9, 2026 City Council Workshop Minutes

Councilmember Juenemann moved to approve the February 9, 2026 City Council Workshop Minutes as submitted.

Seconded by Councilmember Lee Ayes – All

The motion passed.

2. February 9, 2026 City Council Meeting Minutes

Councilmember Lee moved to approve the February 9, 2026 City Council Meeting Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

\$ 1,406,589.30 Total Accounts Payable

PAYROLL

\$ 857,694.13 Payroll Checks and Direct Deposits dated 2/13/26

\$ 857,694.13 Total Payroll

\$ 2,264,283.43 GRAND TOTAL

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Ramsey-Washington Metro Watershed District Public Art Grant Application

Councilmember Cave moved to a support to apply for the Ramsey-Washington Metro Watershed District’s Public Art Grant.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

3. Purchase of Half-Ton Truck (Unit 611)

Councilmember Cave moved to approve the purchase of a half-ton truck and direct the Mayor and City Manager to enter into a contract with Cornerstone Chevrolet in the amount of \$40,368.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

4. Wakefield Park Community Building – Solar on Public Building Grant Contract

Councilmember Cave moved to approve the Wakefield Park Community Building Solar on Public Buildings Grant Contract with the Minnesota Department of Commerce and direct the Mayor and City Manager to sign the agreement. Minor revisions approved by the City Attorney are authorized as needed.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

5. Metropolitan Council Environmental Services 2025 Municipal Inflow & Infiltration Grant Application

Councilmember Cave moved to support to apply for the MCES 2025 Municipal Inflow and Infiltration Grant Application.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

6. Conditional Use Permit Review, Maplewood Assisted Living, 1744 County Road D East

Councilmember Cave moved to approve the conditional use permit review for the Maplewood Assisted Living, located at 1744 County Road D East, and review again in one year.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

7. Payment for CentralSquare Yearly Maintenance Support

Councilmember Cave moved to approve payment for CentralSquare yearly maintenance support.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

8. MGT Impact Solutions Contract- Payroll

Councilmember Cave moved to approve a twelve-week contract with MGT Impact Solutions, LLC for a twelve-week period which will begin as early as February 24, 2026. Revisions as approved by the City Attorney are authorized as needed.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

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

1. 2026 Maplewood Street Improvements, City Project 25-21

- a. Public Hearing 7:00 pm**
- b. Resolution Ordering Improvement (4 votes)**

Public Works Director Love introduced the agenda item. Assistant City Engineer Jarosch gave the presentation.

Mayor Abrams explained the process of the public hearing.

Mayor Abrams opened the public hearing. The following people spoke:

February 23, 2026
City Council Meeting Minutes

Jonathan Buesing – 1247 Kohlman Avenue
 Sven Mueller – 2998 Frank Street
 Tim Feidt – 1171 Beam Avenue
 Paul Arbuckle – 2550 Clarence Street
 Wade Foss – 2699 Gem Street

Mayor Abrams closed the public hearing.

Assistant City Engineer Jarosch answered questions raised during the public hearing.

Councilmember Juenemann moved to approve the Resolution Ordering the Improvement for the 2026 Maplewood Street improvements, City Project 25-21.

Resolution 26-02-2474
ORDERING IMPROVEMENT
2026 MAPLEWOOD STREET IMPROVEMENTS, CITY PROJECT 25-21

WHEREAS, a resolution of the City Council adopted January 26th, 2026, set a date for a council hearing on the proposed street improvements for the 2026 Maplewood Street Improvements, City Project 25-21; and

WHEREAS, notice was mailed ten days in advance to property owners and notice of the hearing was published, and the hearing was held on February 23, 2026; at which all persons desiring to be heard were given an opportunity to be heard on the matter.

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

1. Such improvement is necessary, cost-effective and feasible as detailed in the feasibility report.
2. Such improvement is ordered as proposed in the Council resolution adopted on January 26, 2026.
3. The City Engineer, or his designee, is the designated engineer for this improvement project and is directed to prepare final plans and specifications.
4. The Finance Director is authorized to make the financial transfers necessary for the improvement. The proposed financing plan is as follows:

Estimated Project Cost Recovery		
Funding Source	Total Amount	% of Total
General Obligation (G.O.) Improvement Bonds	\$4,614,585	39%
Street Revitalization Fund	\$1,169,250	10%
Environmental Utility Fund	\$2,423,200	20%
Sanitary Sewer Fund	\$668,300	6%
Water Area Fund (WAC)	\$162,700	1%

St. Paul Regional Water Services (SPRWS)	\$890,200	8%
Special Benefit Assessment	\$1,946,565	16%
Total Estimated Project Funding:	\$11,874,800	100%

Seconded by Councilmember Lee

Ayes – All

The motion passed.

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Axon RMS Bundle Contract

Lieutenant Steiner gave the presentation and answered questions of council. Public Safety Director Bierdeman and IT Director Fowlds provided further information.

Councilmember Cave moved to approve a 10-year Axon RMS bundle contract.

Seconded by Councilmember Lee

Ayes – All

The motion passed.

K. AWARD OF BIDS

None

L. ADJOURNMENT

Mayor Abrams adjourned the meeting at 8:17 p.m.

CITY COUNCIL STAFF REPORT
Meeting Date March 9, 2026

REPORT TO: City Council
REPORT FROM: Michael Sable, City Manager
PRESENTER: Michael Sable, City Manager
AGENDA ITEM: Council Calendar Update

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

Summary:

This item is informational and intended to provide the Council with a forecast of upcoming agenda items and the Work Session schedule. These are not official announcements of the meetings, but a 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:

March 10: State of the City – Maplewood Community Center 9:00 am
March 23: Work Session: Climate Mitigation Plan; City Manager Performance Review (CLOSED)
April 13: EDA Meeting 5:30 pm

Council Comments:

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

1. Bronze Line Locally Preferred Alternative (March 2026)

Maplewood Living Schedule:

Author	Due Date	Edition
Cave	February 17	March 2026
Lee	March 16	April 2026
Villavicencio	April 17	May 2026

All assignments are subject to change based on election filings.

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**Check Register
City of Maplewood**

Check	Date	Vendor	Description	Amount
125081	2/24/2026	43 ADAM'S PEST CONTROL INC	PEST CONTROL SO STATION - FEB 2026	\$ 100.00
125082	2/24/2026	52 ADVANCED GRAPHIX INC	AMBULANCE GRAPHICS 311	5,640.75
125083	2/24/2026	7223 APPLE FORD WHITE BEAR LAKE	UNIT 650 ENGINE WORK	3,102.99
125084	2/24/2026	6160 AWARDS NETWORK	EMPLOYEE RECOGNITION AWARD	35.00
125085	2/24/2026	1769 BARNETT WHITE BEAR	FD UNIT C303	72.15
	2/24/2026	1769 BARNETT WHITE BEAR	INSPECT VEHICLE PD	235.00
125086	2/24/2026	7313 BIO-TEC EMERGENCY SERVICES, LLC	CLEAN/DECONTAMINATE SQUAD #945	150.00
125087	2/24/2026	5641 CHP MAPLEWOOD MN OWNER, LLC	2025-2 DISTRICT 1-10 2nd HALF TIF PAYMENT	100,624.62
125088	2/24/2026	1175 CITY OF NORTH ST PAUL	JANUARY - MONTHLY UTILITIES	2,616.37
125089	2/24/2026	1771 CITY OF WHITE BEAR LAKE	REGISTRATION 2026 EXPLORER VIN #1FMUK8DH8SGC10751	3,011.24
125090	2/24/2026	6484 EMS MANAGEMENT & CONSULTANTS	EMS BILLING - JANUARY 2026	7,948.78
125091	2/24/2026	3 ESCROW REFUND	PLANNING ESCROW PARTIAL RELEASE: 2780 MAPLEWOOD DR	28,120.83
125092	2/24/2026	6369 GREAT RIVER OFFICE PRODUCTS	PD REPORT ROOM CHAIR MATS	931.26
125093	2/24/2026	7035 LOCKRIDGE GRINDAL NAUEN P.L.L.P.	PROFESSIONAL SERVICES FOR FEBRUARY 2026	3,333.33
125094	2/24/2026	7005 MARSDEN BLDG MAINTENANCE, LLC	FILL-IN CUSTODIAL SERVICES: NOV 1-30, 2025	6,388.20
125095	2/24/2026	6438 METRO - INET	JANUARY - METRO-INET IT INFRASTRUCTURE	14,564.00
	2/24/2026	6438 METRO - INET	FEBRUARY - METRO-INET IT INFRASTRUCTURE	14,564.00
125096	2/24/2026	396 MN DEPT OF PUBLIC SAFETY	2025 HAZMAT FEE - FACILITY ID #9098	25.00
125097	2/24/2026	1111 MOTOROLA SOLUTIONS, INC.	EMERGENCY RADIO SYSTEM FOR E313	6,366.96
125098	2/24/2026	1126 NCPERS GROUP LIFE INS. MN	MONTHLY PREMIUM - MARCH 2026	320.00
125099	2/24/2026	7314 PARIAS QUALITY ASBESTOS REMOVAL LLC	1902 INSULATION REMOVAL IN LOWER CONFERENCE ROOM	2,800.00
125100	2/24/2026	7287 READY REBOUND, INC.	ANNUAL SERVICE AGREEMENT 1/1/26 - 12/31/26	41,428.00
125101	2/24/2026	6313 SIBLEY COVE II, LLC	2025-2 DIST 1-8 2nd HALF TIF PAYMENT	80,757.77
125102	2/24/2026	7312 SPS WORKS	RETURN ADDRESS STAMP	31.65
125103	2/24/2026	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	78.07
	2/24/2026	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	117.25
	2/24/2026	198 ST PAUL REGIONAL WATER SRVS	2025 HYDRANT USE	3,539.18
125104	2/24/2026	6449 STATE OF MINNESOTA	LAW ENFORCEMENT DATA WORKSHOP	250.00
125105	2/24/2026	1538 STREICHER'S	AMMO	2,097.60
125106	2/24/2026	5005 SUN CONTROL OF MINNESOTA, INC.	PD DOORS: SUPPLY & INSTALL SUN CONTROL WINDOW FILM	375.00
125107	2/24/2026	6076 TENVOORDE FORD, INC.	2026 FORD EXPLORER VIN #1FMUK8DH1TGA81091	43,189.00
125108	2/24/2026	6107 TOKLE INSPECTIONS, INC.	ELECTRICAL INSPECTIONS - JAN 2026	11,662.48
125109	2/24/2026	1669 TWIN CITIES TRANSPORT &	VEHICLE TOW FEE FOR TRAINING	250.00
125110	2/24/2026	1730 W W GOETSCH ASSOCIATES, INC.	NEW IMPELLERS FOR PUMPS AT LIFT STATION 8	5,184.00
125111	2/24/2026	2879 WASHINGTON COUNTY	UNIT 500 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 501 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 502 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 504 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 505 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 506 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 507 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 508 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 509 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 510 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 511 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 512 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 513 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 514 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 515 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 516 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 530 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 531 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 532 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 533 TAB RENEWAL	21.25
125112	2/24/2026	2879 WASHINGTON COUNTY	UNIT 534 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 535 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 536 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 537 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 538 TAB RENEWAL	21.25

**Check Register
City of Maplewood**

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 539 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 540 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 541 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 542 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 543 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 544 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 546 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 611 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 612 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 613 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 614 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 615 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 616 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 621 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 623 TAB RENEWAL	21.25
125113	2/24/2026	2879 WASHINGTON COUNTY	UNIT 630 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 631 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 632 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 642 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 643 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 644 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 645 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 646 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 650 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 651 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 715 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 716 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 718 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 719 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 720 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 721 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 722 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 728 TAB RENEWAL	21.25
	2/24/2026	2879 WASHINGTON COUNTY	UNIT 731 TAB RENEWAL	21.25
125114	2/24/2026	5114 BOLTON & MENK, INC.	CITY PROJ 24-12: CONSTRUCTION STAKING	4,944.50
125115	2/24/2026	211 BRAUN INTERTEC CORP.	KOHLMAN PARK: SUPP ENVIRONMENTAL ASSESSMENT	4,020.00
	2/24/2026	211 BRAUN INTERTEC CORP.	KOHLMAN PARK: PROFESSIONAL SERVICES THRU 1/28/26	19,908.79
125116	2/24/2026	985 METROPOLITAN COUNCIL	WASTEWATER - MARCH 2026	438,387.17
125117	2/24/2026	1202 NYSTROM PUBLISHING CO INC	FEBRUARY 2026 - MAPLEWOOD LIVING	9,313.35
125118	2/24/2026	2043 OVERHEAD DOOR COMPANY	PW GARAGE DOOR #5 SENSOR UPDATE	2,787.00
125119	2/24/2026	2903 PARK CONSTRUCTION CO	CITY PROJ 24-12: APP FOR PMT #7: RED OF RETAINAGE	237,850.71
125120	2/24/2026	4845 TENNIS SANITATION LLC	JANUARY 2026 RESIDENTIAL RECYCLING CONTRACT	87,819.20
125121	2/24/2026	7132 TREESTORY INC.	CITY PROJ 23-17: HYDROSEEDING	7,750.00
125122	2/24/2026	1190 XCEL ENERGY	ELECTRIC & GAS UTILITY	10,045.58
	2/24/2026	1190 XCEL ENERGY	FIRE SIRENS - JANUARY 2026	60.79
	2/24/2026	1190 XCEL ENERGY	ELECTRIC & GAS UTILITY - JANUARY 2026	605.33
	2/24/2026	1190 XCEL ENERGY	ELECTRIC & GAS UTILITY - DECEMBER 2025	1,345.46
	2/24/2026	1190 XCEL ENERGY	ELECTRIC & GAS UTILITY JANUARY 2026	4,029.24
42 Checks in this report.				<u><u>\$ 1,220,031.35</u></u>

**Check Register
City of Maplewood**

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
125123	3/3/2026	7223 APPLE FORD WHITE BEAR LAKE	BATTERY	\$ 202.36
	3/3/2026	7223 APPLE FORD WHITE BEAR LAKE	UNIT 592 PD	484.99
125124	3/3/2026	7136 APWA-MN	PUBLIC FLEET MGMT CERTIFICATION WORKSHOP x 2	500.00
	3/3/2026	7136 APWA-MN	PUBLIC FLEET MGMT CERTIFICATION WORKSHOP x 1	250.00
125125	3/3/2026	6160 AWARDS NETWORK	EMPLOYEE RECOGNITION AWARD	70.00
125126	3/3/2026	36 CHARITABLE GAMBLING	2026 CHARITABLE GAMBLING AWARD	2,000.00
125127	3/3/2026	7194 CORNERSTONE CHEVROLET STILLWATER	2026 CHEVY SILVERADO 1500 UNIT 611 V#5515	40,368.00
125128	3/3/2026	3645 CUMMINS SALES AND SERVICE	REPLACEMENT BELT FOR FIRE TRUCK	106.77
125129	3/3/2026	4431 EVEREST EMERGENCY VEHICLES INC	NEW 2026 FORD E-450 ULTRAMEDIC ROAD RESCUE - UNIT	289,567.00
125130	3/3/2026	6315 FINEPOINT TECHNOLOGY, LLC	INSTALLATION - BROADCAST CAMERA CONTROLLER	666.72
125131	3/3/2026	7251 FLEETPRIDE	UNIT 544 WORK	987.92
	3/3/2026	7251 FLEETPRIDE	CREDIT MEMO - ORIG. INV #132249883	(112.00)
125132	3/3/2026	644 HEALTHPARTNERS	FEBRUARY 2026 - EAP MEMBERSHIP CUST #48400101	494.50
125133	3/3/2026	6007 IE HYDROTECH, INC.	SIGN MATERIAL STRIPPING	2,342.00
125134	3/3/2026	5533 KIRVIDA FIRE	#324 REPAIR	362.98
125135	3/3/2026	827 L M C I T	CLAIM DEDUCTIBLE LMC CA 000000485073	1,030.99
125136	3/3/2026	7007 LEGALSHIELD PPLSI	MONTHLY PREMIUM - JANUARY 2026	1,022.80
	3/3/2026	7007 LEGALSHIELD PPLSI	MONTHLY PREMIUM - FEBRUARY 2026	903.10
125137	3/3/2026	917 MACQUEEN EMERGENCY	TOOLS	259.97
	3/3/2026	917 MACQUEEN EMERGENCY	LOCK & LOAD STR	217.44
	3/3/2026	917 MACQUEEN EMERGENCY	SCBA REPAIR	2,361.82
125138	3/3/2026	7005 MARSDEN BLDG MAINTENANCE, LLC	FILL-IN CUSTODIAL SERVICES: JAN 1-31, 2026	10,615.73
125139	3/3/2026	5977 MARK J MCDONOUGH	K9 & K9 TRAINING FOR NEW PD K9 FOR OFC. STARKEY	21,000.00
125140	3/3/2026	7208 MES SERVICE COMPANY, LLC	FIRE GLOVES x 10	1,330.00
125141	3/3/2026	134 METRO CITIES	2026 MEMBERSHIP	12,093.00
125142	3/3/2026	7216 METRO PRODUCTS LLC	NUTS AND WASHER SUPPLIES FOR SHOP	47.42
125143	3/3/2026	7292 MID-AMERICA BUSINESS SYSTEMS	LARGE FORMAT SCANNING FOR CD	6,998.68
125144	3/3/2026	4783 MINNESOTA STATE COLLEGES AND UNIVERSITIES	HYBRID CLASS x 2	630.00
125145	3/3/2026	1088 MN POLLUTION CONTROL AGENCY	MPCA - KOHLMAN PARK	1,200.00
125146	3/3/2026	1 ONE TIME VENDOR	RENTAL LICENSE REFUND - 1656 SANDHURST AVE E	200.00
125147	3/3/2026	1340 REGIONS HOSPITAL	2026 MEDICAL DIRECTION FEE	18,337.00
125148	3/3/2026	3879 SANSIO	JANUARY 2026 SANFAX SERVICE	50.00
125149	3/3/2026	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	200.38
	3/3/2026	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	1,452.07
125150	3/3/2026	5176 T-MOBILE USA	INVESTIGATIONS CN 25035441	50.00
	3/3/2026	5176 T-MOBILE USA	INVESTIGATIONS CN 25036125	50.00
	3/3/2026	5176 T-MOBILE USA	INVESTIGATIONS CN 26036504	165.00
	3/3/2026	5176 T-MOBILE USA	INVESTIGATIONS CN 26002043	50.00
125151	3/3/2026	6293 TRITECH SOFTWARE SYSTEMS	2026 POLICE ZSUITE APPLICATION MAINTENANCE/SUPPORT	57,342.59
125152	3/3/2026	3784 ENVIRONMENTAL SYS RES INST INC	ESRI SOFTWARE SUBSCRIPTION & MAINTENANCE FEES	19,969.00
125153	3/3/2026	5598 KELLY & LEMMONS, P.A.	PROSECUTION SERVICES - JANUARY	17,590.00
125154	3/3/2026	532 MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEES - JANUARY 2026	241.60
	3/3/2026	532 MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEES - ARBITRATION JANUARY 2026	759.50
125155	3/3/2026	1337 RAMSEY COUNTY-PROP REC & REV	CAD SERVICES - JANUARY 2026	6,068.17
	3/3/2026	1337 RAMSEY COUNTY-PROP REC & REV	DISPATCH SERVICES - JANUARY 2026	40,385.08
125156	3/3/2026	4252 TOWMASTER, INC.	SPOTLIGHTS FOR TRUCKS	2,725.00
	3/3/2026	4252 TOWMASTER, INC.	POLAR FLEX PLOW CURB RUNNERS	1,498.00
125157	3/3/2026	1190 XCEL ENERGY	ELECTRIC UTILITY JANUARY	1,527.31
	3/3/2026	1190 XCEL ENERGY	GAS UTILITY	398.30
35 Checks in this report.				<u>\$ 567,061.19</u>

CITY OF MAPLEWOOD
Disbursements via Debits to Checking Account

Settlement Date	Payee	Description	Amount
2/17/2026	Delta Dental	Dental Premium	\$ 2,496.43
2/23/2026	Delta Dental	Dental Premium	3,894.79
2/6/2026	Health Partners	Insurance Premiums Jan/Feb	244,536.07
2/20/2026	ICMA (Vantagepointe)	PR - Deferred Compensation	7,456.62
2/27/2026	ICMA (Vantagepointe)	PR - Deferred Compensation	7,456.62
2/20/2026	ICMA (Vantagepointe)	PR - Retiree Health Savings	1,230.00
2/27/2026	ICMA (Vantagepointe)	PR - Retiree Health Savings	1,260.00
2/17/2026	Kavira	Telehealth/In-Person House Care	5,329.00
2/20/2026	Labor Unions	Union Dues	4,461.91
2/27/2026	Labor Unions	Union Dues	4,614.75
2/20/2026	MidAmerica	PR - HRA Flex Plan - AUL	13,385.77
2/27/2026	MidAmerica	PR - HRA Flex Plan - AUL	7,977.45
2/17/2026	MN Dept of Revenue	PR - State Payroll Tax	38,445.43
2/23/2026	MN Dept of Revenue	Sales Tax	1,017.00
2/23/2026	MN Dept of Revenue	Fuel Tax	762.84
2/20/2026	Optum Health	DCRP & Flex Plan Payments	6,314.49
2/27/2026	Optum Health	DCRP & Flex Plan Payments	226.34
2/18/2026	Optum Health	H.S.A. Payments	20,084.75
2/19/2026	Optum Health	H.S.A. Payments	761.69
2/23/2026	Optum Health	H.S.A. Payments	139.16
2/17/2026	P.E.R.A.	PR - P.E.R.A.	188,407.26
2/27/2026	P.E.R.A.	PR - P.E.R.A.	188,381.16
2/17/2026	U.S. Treasurer	PR - Federal Payroll Tax	145,199.05
2/20/2026	U.S. Treasurer	PR - Federal Payroll Tax	9,459.57
2/17/2026	U.S. Treasurer	PR - Federal Payroll Tax	147,731.87
2/20/2026	VOYA - State Plan	PR - Deferred Compensation	33,662.60
2/27/2026	VOYA - State Plan	PR - Deferred Compensation	33,834.60
			\$ 1,118,527.22

**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>
	02/27/26	ABRAMS, MARYLEE	\$ 851.53	\$ 176.43
	02/27/26	ADAMS, DAVID	4,015.03	
	02/27/26	AMENYA, FLORENCE	233.99	
	02/27/26	ARNOLD, AJLA	2,889.07	
	02/27/26	BARTZ, PAUL	50.18	
	02/27/26	BAUMAN, ANDREW	7,915.11	
	02/27/26	BEGGS, REGAN	2,972.04	
	02/27/26	BEITLER, NATHAN	4,339.71	
	02/27/26	BENJAMIN, MARKESE	4,616.27	
	02/27/26	BERG, TERESA	1,364.76	
	02/27/26	BERGO, CHAD	4,371.37	
	02/27/26	BERGSTROM, KATELYN	3,043.86	
	02/27/26	BICHNER, PATRICK	2,561.16	
	02/27/26	BIERDEMAN, BRIAN	8,261.25	
	02/27/26	BJORK, BRANDON	226.47	
	02/27/26	BOOR, JACOB	3,806.19	
	02/27/26	BORN, BRIAN	3,804.23	
	02/27/26	BOWKER, BENJAMIN	4,210.72	268.38
	02/27/26	BREIMHURST, LAUREN	3,374.04	
	02/27/26	BRENEMAN, NEIL	4,008.35	
	02/27/26	BRINK, TROY	4,587.51	
	02/27/26	BRITT, AIRION	3,704.44	
	02/27/26	BROKENSHERE, MATTHEW	479.34	
	02/27/26	BUCKLEY, BRENT	3,906.85	
	02/27/26	BURT-MCGREGOR, EMILY	4,683.15	
	02/27/26	BUSACK, ANNMARIE	2,798.04	
	02/27/26	BUSACK, DANIEL	7,221.53	
	02/27/26	CAMPBELL, KEVIN	136.10	
	02/27/26	CAMPBELL, MACLANE	4,335.59	
	02/27/26	CAMPBELL, NOAH	75.90	
	02/27/26	CAVE, REBECCA	594.54	
	02/27/26	CHANG, KENG	4,613.42	
	02/27/26	CHRISTENSON, SCOTT	2,976.70	
	02/27/26	COFFEY, JACK	1,404.54	
	02/27/26	CONDON, MITCHELL	4,515.35	
	02/27/26	CONNOLLY, PETER	5,023.23	
	02/27/26	COOK, NICKLAUS	4,225.88	
	02/27/26	COOK, TANNER	4,409.22	
	02/27/26	CORTESI, LUANNE	2,711.64	
	02/27/26	CRAWFORD, RAYMOND	6,861.50	
	02/27/26	CRUMMY, CHARLES	6,044.61	
	02/27/26	DABRUZZI, THOMAS	5,557.83	
	02/27/26	DARROW, MICHAEL	7,422.93	

**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>
	02/27/26	DAVISON, BRADLEY	6,460.10	
	02/27/26	DEMULLING, JOSEPH	5,768.82	
	02/27/26	DOUGLASS, TOM	4,382.49	
	02/27/26	DUCHARME, JOHN	3,957.66	
	02/27/26	DUGAS, MICHAEL	6,468.32	
	02/27/26	DUQUE, NATALIA	227.37	
	02/27/26	EDGE, DOUGLAS	3,333.06	
	02/27/26	EICHER, SAMUEL	5,832.43	
	02/27/26	ENGSTROM, ANDREW	3,954.58	
	02/27/26	ESPESETH, SHAWN	3,190.18	
	02/27/26	EVANS, CHRISTINE	3,268.32	
	02/27/26	FINWALL, SHANN	4,120.05	
	02/27/26	FORSYTHE, MARCUS	4,947.33	
	02/27/26	FOWLDS, MYCHAL	7,005.11	
	02/27/26	FRANCO VINCENT, RACHEL	3,804.35	
	02/27/26	FRANZEN, NICHOLAS	4,892.53	
	02/27/26	FRIBERG, DAVID	2,943.49	
	02/27/26	FRITZE, DEREK	4,935.09	
	02/27/26	GABRIEL, ANTHONY	7,951.53	
	02/27/26	GALBA, VALERIE	2,535.22	
	02/27/26	GEISELHART, BENJAMIN	4,230.62	
	02/27/26	GERONSIN, ALEXANDER	4,223.12	
	02/27/26	GIVAND, JONATHAN	4,901.35	
	02/27/26	GORACKI, GERALD	423.05	
	02/27/26	GREEN, JAMIE	4,439.85	
	02/27/26	GREGG, AIDAN	3,494.60	
	02/27/26	GRUHLKE, LUKE	4,313.63	
	02/27/26	HAGEN, JOHN	7,080.72	
	02/27/26	HAGEN, MICHAEL	5,071.11	
	02/27/26	HALWEG, JODI	5,561.57	185.88
	02/27/26	HAMMOND, ELIZABETH	2,953.81	
	02/27/26	HANSEN, MICHAEL	136.10	
	02/27/26	HAWKINSON, TIMOTHY	6,042.82	
	02/27/26	HAYS, TAMARA	3,650.35	
	02/27/26	HENNES, KAITLYN	3,524.62	
	02/27/26	HER, PHENG	4,701.49	
	02/27/26	HER, TERRELL	4,411.68	
	02/27/26	HERBER, GREGORY	45.48	
	02/27/26	HERBST, JONATHEN	3,051.30	
	02/27/26	HINNENKAMP, GARY	3,793.05	
	02/27/26	HOEMKE, MICHAEL	6,454.62	
	02/27/26	HOWARD, JEFFREY	3,946.56	
	02/27/26	ISERMAN, TIANNA	136.73	

**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>
	02/27/26	JACOBSON, CARL	5,335.04	
	02/27/26	JANASZAK, MEGHAN	4,008.35	
	02/27/26	JAROSCH, JONATHAN	5,335.04	
	02/27/26	JENSEN, JOSEPH	3,533.41	
	02/27/26	JOHNSON, BARBARA	2,451.44	
	02/27/26	JOHNSON, ELIZABETH	2,972.04	
	02/27/26	JOHNSON, EMMA	4,789.80	
	02/27/26	JOHNSON, RANDY	5,335.04	
	02/27/26	JONES, DONALD	3,380.54	
	02/27/26	JORDAN, TIMOTHY	2,949.85	
	02/27/26	JUENEMANN, KATHLEEN	594.54	
	02/27/26	KNUTSON, LOIS	5,621.39	
	02/27/26	KONG, TOMMY	5,244.58	
	02/27/26	KRAL, EMMA	3,952.47	
	02/27/26	KUBAT, ERIC	5,792.32	
	02/27/26	KUCHENMEISTER, GINA	3,293.86	
	02/27/26	KUCHENMEISTER, JARED	45.48	
	02/27/26	KUCHENMEISTER, JASON	2,907.61	
	02/27/26	LANDER, CHARLES	5,077.03	
	02/27/26	LANGER, SETH	3,190.18	
	02/27/26	LANIK, JAKE	5,110.85	
	02/27/26	LARSON, MICHELLE	2,718.81	
	02/27/26	LEBLANC, COLE	2,095.70	
	02/27/26	LEE, CHONBURI	594.54	
	02/27/26	LEE, MALY	90.64	
	02/27/26	LENERTZ, NICHOLAS	5,023.92	
	02/27/26	LENTZ, DANIEL	4,435.04	
	02/27/26	LEONARD, JULIUS	3,872.76	
	02/27/26	LETO, CALEB	3,877.32	
	02/27/26	LO, SATHAE	196.56	
	02/27/26	LOOMIS, TAWNY	4,052.98	
	02/27/26	LOVE, STEVEN	8,030.74	
	02/27/26	LYNCH, KATHERINE	5,309.26	
	02/27/26	MAINKA, WENDY	3,932.11	
	02/27/26	MALESKI, MICHAEL	5,782.80	
	02/27/26	MALLET, MICHAEL	4,279.80	
	02/27/26	MARINO, JASON	5,136.46	
	02/27/26	MARK, OLAF	4,936.66	
	02/27/26	MARTIN, MICHAEL	5,669.68	
	02/27/26	MCCARTHY, CLARE MARIE	3,804.23	
	02/27/26	MCGEE, BRADLEY	6,187.42	
	02/27/26	MCKANE, QUINN	339.63	
	02/27/26	MEANS, SILAS	240.50	

**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>
	02/27/26	MEISSNER, BRENT	3,404.26	
	02/27/26	MERKATORIS, BRETT	6,401.90	
	02/27/26	MILLER, SETH	4,914.96	
	02/27/26	MLODZIK, JASON	3,168.50	
	02/27/26	MONDOR, MICHAEL	7,810.44	
	02/27/26	MORALES, MARIO	3,704.45	
	02/27/26	MOUA, JENNIFER	2,591.01	
	02/27/26	MOUTON, JOHANNA	3,168.93	
	02/27/26	MOY, PAMELA	2,872.76	
	02/27/26	MURRAY, RACHEL	5,922.93	483.58
	02/27/26	NAUGHTON, JOHN	3,374.75	
	02/27/26	NAVARA, NICHOLAS	2,154.09	
	02/27/26	NEILY, STEVEN	6,655.71	
	02/27/26	NEWELL, CORY	279.09	
	02/27/26	NIELSEN, KENNETH	5,067.75	
	02/27/26	NORVE, ROBERT	4,014.74	
	02/27/26	NOVAK, JEROME	4,932.46	
	02/27/26	ORE, JORDAN	3,301.14	
	02/27/26	ORLANDO, TYLER	4,810.43	
	02/27/26	PARR, DANETTE	8,039.52	
	02/27/26	PASDO, JOSEPH	4,353.73	
	02/27/26	PAYNE, DEDRIC	3,673.73	
	02/27/26	PEKAREK, JOSHUA	3,603.44	
	02/27/26	PIPKIN, JULIA	3,919.35	
	02/27/26	PODGORSKI, REECE	3,798.52	
	02/27/26	PRIEM, STEVEN	3,722.54	
	02/27/26	QUIRK, JAMES	4,108.75	
	02/27/26	RENNER, MICHAEL	4,479.36	
	02/27/26	RETHWILL, SCOTT	4,523.49	
	02/27/26	ROBBINS, AUDRA	5,564.14	
	02/27/26	ROONEY, PATRIC	4,108.02	
	02/27/26	RUEB, JOSEPH	7,145.11	
	02/27/26	RUNNING, ROBERT	3,739.78	
	02/27/26	SABLE, MICHAEL	9,316.31	
	02/27/26	SALCHOW, CONNOR	5,443.59	
	02/27/26	SCHMITZ, KEVIN	3,220.46	
	02/27/26	SCHORR, JENNIFER	2,549.10	
	02/27/26	SCHROEDER, LEE	4,683.15	
	02/27/26	SCHULTZ, SCOTT	5,362.74	
	02/27/26	SEDLACEK, JEFFREY	5,335.74	
	02/27/26	SHANLEY, HAYLEY	2,742.26	
	02/27/26	SHEA, STEPHANIE	4,144.29	
	02/27/26	SHEERAN, JOSEPH	5,967.55	

**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>
	02/27/26	SIKORSKI, EVAN	2,095.36	
	02/27/26	SINDT, ANDREA	4,960.16	
	02/27/26	SPANDE, KAYLA	2,972.04	
	02/27/26	SPANGENBERG, DAVID	90.48	
	02/27/26	SPARER, CAITLIN	3,446.80	
	02/27/26	STANLEY, JENNIFER	6,110.50	
	02/27/26	STARKEY, ROBERT	4,489.96	
	02/27/26	STEELE, CARTER	4,704.41	
	02/27/26	STEELE, NANCY	5,244.63	
	02/27/26	STEINER, JOSEPH	6,454.62	
	02/27/26	STEINHOFF, CHRISTOPHER	3,524.62	
	02/27/26	STEJSKAL, JAYSON	3,788.12	
	02/27/26	STOCK, AUBREY	4,668.85	
	02/27/26	STOKES, KAL	3,332.14	
	02/27/26	STRONG, TYLER	4,748.59	
	02/27/26	SUEDKAMP, ADAM	4,616.30	
	02/27/26	SWETALA, NOAH	4,271.49	
	02/27/26	TAUZELL, BRIAN	6,185.64	
	02/27/26	TAYLOR, ASHLEY	4,728.06	
	02/27/26	TEVLIN, TODD	3,522.03	
	02/27/26	THIENES, PAUL	3,594.40	
	02/27/26	ULVENES, AMANDA	3,659.23	
	02/27/26	VERGARA, JOCELYN	3,067.72	
	02/27/26	VILLAVICENCIO, NICHOLE	594.54	
	02/27/26	VUE, COLIN	1,293.05	
	02/27/26	WARDELL, JORDAN	6,326.60	
	02/27/26	WELLENS, MOLLY	3,346.98	
	02/27/26	WENZEL, JAY	5,043.15	
	02/27/26	WERTH, JENNIFER	2,863.90	
	02/27/26	WHITE, LINDA	136.73	
	02/27/26	WILBER, JEFFREY	4,089.09	
	02/27/26	WILLIAMSON, MICHAEL	5,230.21	
	02/27/26	WOEHRLE, MATTHEW	3,692.04	
	02/27/26	XIONG, BOON	3,687.85	
	02/27/26	XIONG, KAO	4,701.49	
	02/27/26	XIONG, PETER	4,356.94	
	02/27/26	XIONG, TUOYER	4,271.82	
	02/27/26	YANG, SOLOMAN	2,783.84	
	02/27/26	YANG, THANG	4,147.67	
	02/27/26	YOUNG, MATTHEW	3,529.34	
	02/27/26	ZAPPA, ANDREW	4,516.61	
	02/27/26	ZAPPA, ERIC	4,585.93	
			<u>\$ 848,868.75</u>	<u>\$ 1,114.27</u>

CITY COUNCIL STAFF REPORT

Meeting Date March 9, 2026

REPORT TO: Michael Sable, City Manager

REPORT FROM: Lois Knutson, Senior Administrative Manager

PRESENTER: Lois Knutson, Senior Administrative Manager

AGENDA ITEM: Charitable Gambling Policy Modification

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Summary:

The City Council seeks to make modifications to the City of Maplewood's Charitable Gambling Policies.

Recommended Action:

Motion to approve the changes to the City of Maplewood's Charitable Gambling Policies.

Fiscal Impact:

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

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

Strategic Plan Relevance:

Safety Focus Area: Foster community engagement and support resident well-being

Sustainability Focus Area: Cultivate a connected, engaged community

Development Focus Area: Strengthen human connection and community growth

The City of Maplewood awards Charitable Gambling Tax Fund dollars to eligible organizations and nonprofits to support activities and services that benefit the Maplewood community.

Background:

Per Minn. State Statutes section 349.213, subdivision 1, paragraph (f)(2), a local unit of government is allowed to require, by ordinance, a licensed organization to contribute up to 10% of the organization's net profits derived from lawful gambling to a fund administered by the local unit of government. The City of Maplewood has adopted an ordinance which requires the 10% contribution. Cities that collect funds from charitable gambling proceeds must spend the money the same way charities do – for defined charitable purposes.

On February 9, 2026, the City Council reviewed the existing Charitable Gambling Policy and agreed upon a few modifications to the policy. The most significant change relates to the method for distributing funds, which is outlined in Section 4 of the policy document. The revised approach

establishes a clearer process for evaluating applications and allocating available funds among qualified applicants.

In addition, a minor modification was made to the application requirements to incorporate program categories.

Application Requirements

Organizations must identify the specific program category under which they are applying and provide a detailed description of how the requested funds will be used. Program categories are:

- Social Supports and Senior Citizen Services
- Youth Programs and Community Engagement & Events
- Environment & Natural Resources and Safety Programs

Distribution of Funds

Open Allocation of Funds – Allocate funds without regard to category, allowing full flexibility to award funds based on application merit across all categories.

The following areas of the policy remain the same.

Maximum Award

No single organization shall receive more than \$7,500 in funding per year.

Eligibility for Subsequent Funding

Organizations that receive funding in one year are eligible to apply again the following year only under a different program category.

Attachments:

1. Charitable Gambling Policies, Revised 03/09/2026

CITY OF MAPLEWOOD

CITY COUNCIL POLICIES ON AWARD OF CHARITABLE GAMBLING TAX FUNDS

1. All licensed charitable gambling organizations within the City are required to contribute 10% of net profits derived from lawful gambling activity in the City to the Charitable Gambling Tax Fund. These funds are dispersed by the City Council for lawful expenditures. The City must acknowledge financial contributions of licensed organizations conducting lawful gambling to the community and the recipients of the funds.
2. All applications must be complete and submitted by the application deadline established by the City Manager.
3. The City of Maplewood grants funds from the Charitable Gambling Tax Fund to support activities and services that benefit Maplewood residents. The first priority in the granting of funds will be given to the City of Maplewood domiciled organizations. The second priority or consideration will be given to funding requests from other organizations which are used primarily for the benefit of Maplewood residents. Funds shall be distributed for projects, equipment, or activities that are based in the community and which primarily benefit Maplewood residents and will be looked upon more favorably than requests for salaries or general operating costs.
4. Applicant Eligibility and Allocation
 - a. Application Requirements**

Organizations must identify the specific program category under which they are applying and provide a detailed description of how the requested funds will be used. Program categories are:

 - Social Supports and Senior Citizen Services
 - Youth Programs and Community Engagement & Events
 - Environment & Natural Resources and Safety Programs
 - b. Distribution of Funds**

Open Allocation of Funds – Allocate funds without regard to category, allowing full flexibility to award funds based on application merit across all categories.
 - c. Maximum Award**

No single organization shall receive more than \$7,500 in funding per year.
 - d. Eligibility for Subsequent Funding**

Organizations that receive funding in one year are eligible to apply again the following year only under a different program category.
5. In general, requests from organized athletic groups will not be funded. Funding for these programs should be from participating families or community auxiliary groups. There are so

many athletic organizations within the community that the City of Maplewood is not capable of funding their financial requests or fairly determining appropriate recipients.

6. The amount of Charitable Gambling Tax Funds awarded to any request is determined by a City Council vote. A request must receive 3 or more votes for funding in order to receive Charitable Gambling Tax Funds.
7. All funds granted are required to be expended for the requested project within one year of the date of the award letter. However, payment will not be made until after January 1 of the award year. Grant recipients shall submit a letter to the Office of the City Manager requesting payment of the grant award as well as provide specific information on how the funds were used (receipts or other proof of expenditure) for the proposed purpose.
8. No employee or department of the City of Maplewood shall solicit a donation from a licensed charitable organization without City Manager approval. If there is a financial need for a specific program that was not funded in the City budget, staff may submit a request to the City Manager for the use of Charitable Gambling Tax Funds.
9. The allocation of Charitable Gambling Tax Funds is an annual award. A previous receipt of funds in no way guarantees or commits the City of Maplewood to funding in any subsequent year. Each year's funding requires a new, separate application.

CITY COUNCIL STAFF REPORT
Meeting Date March 9, 2026

REPORT TO: Michael Sable, City Manager

REPORT FROM: Steven Love, Public Works Director
Troy Brink, Street/Storm Superintendent

PRESENTER: Steven Love, Public Works Director

AGENDA ITEM: Bituminous Material Purchases for 2026 Season

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Summary:

Each year the Public Works Department purchases bituminous materials for pothole repairs and spot paving on city streets. City Council will consider authorizing the purchase of bituminous materials for the 2026 maintenance season.

Recommended Action:

Motion to authorize the Street Superintendent to purchase bituminous materials in an amount up to \$170,000 for the 2026 street maintenance season.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$170,000

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

Strategic Plan Relevance:

Safety ◇ Focus Area: Maintain and enhance infrastructure and environmental systems

Sustainability ◇ Focus Area:

Development ◇ Focus Area:

Maplewood streets are a vital part of the City's infrastructure, and the condition of the streets has a direct impact on quality of life for residents and businesses. City staff use the bituminous materials for pothole, curb, spot-paving and shoulder repairs.

Background:

Throughout the 2026 street maintenance season, Public Works crews will use bituminous material to fill potholes, repair shoulders and bituminous curbs, and perform spot paving.

The total anticipated cost for bituminous material purchases is \$170,000 for the 2026 maintenance season.

Funding for this purchase will be provided through the following sources:

- Public Works Operational Budget: \$85,000
- Street Revitalization Fund: \$85,000

The proposed supplier of the bituminous materials is Martin Marietta, based on its nearby location in North St. Paul and competitive pricing.

Martin Marietta's proximity to our City and the Public Works facilities provides a significant benefit to the City's operations. This allows crews to perform pavement repairs quickly and efficiently. The second-closest bituminous plant, operated by the City of St. Paul, requires an approximate 60-minute round trip per load. The additional travel time would reduce operational efficiency and limit the number of repairs that can be completed during a workday.

Attachments:

None.

CITY COUNCIL STAFF REPORT

Meeting Date March 9, 2026

REPORT TO: Michael Sable, City Manager

REPORT FROM: Steven Love, Public Works Director

PRESENTER: Steven Love, Public Works Director

AGENDA ITEM: Gold Line Bus Rapid Transit Ownership and Maintenance Agreement, City Project 14-05

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Summary:

In Maplewood, the Gold Line Bus Rapid Transit (BRT) project runs along the north side of Interstate 94 between McKnight Road and Century Avenue and includes one stop. The City Council will consider entering into an Ownership and Maintenance Agreement with the Metropolitan Council (Met Council) for assets constructed as part of the Gold Line BRT project that lies in Maplewood. This agreement establishes the ownership and maintenance responsibilities for both parties.

Recommended Action:

Motion to approve the attached ownership and maintenance agreement for assets constructed with the Gold Line Bus Rapid Transit (BRT) project, City Project 14-05 and direct the Mayor and City Manager to sign the agreement. Minor revisions as approved by the City Attorney are authorized as needed.

Fiscal Impact:

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

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: While there is not a direct fiscal impact for approving this agreement, the City will be responsible for costs to maintain the assets identified in the agreement as City of Maplewood assets.

Strategic Plan Relevance:

Safety Sustainability Development

◇ Focus Area: Maintain and enhance infrastructure and environmental systems
 ◇ Focus Area:
 ◇ Focus Area:

Establishing roles and responsibilities for long-term maintenance is critical to ensuring the new Gold Line infrastructure remains operational for public use.

Background:

The Met Council oversees operations of the Gold Line BRT. The Gold Line BRT provides transit services from downtown Saint Paul to Woodbury along the I-94 corridor. The approximately 10-mile BRT line includes one stop south of the 3M campus between Century Avenue and McKnight Road.

The proposed ownership and maintenance agreement establishes the roles and responsibilities for the long-term maintenance of assets constructed as part of the Gold Line BRT project. The City of Maplewood will be responsible for maintaining the following assets:

- The new pedestrian trail between McKnight and Century Avenue
- The new trail and retaining wall along the west side of Century Avenue under I-94
- Various street signs and a new storm sewer line along Hudson Boulevard east of Century Avenue

The Met Council will be responsible for all other Gold Line BRT assets, excluding bridges. A separate ownership and maintenance agreement for bridge assets is being developed and will be presented to the City Council for consideration at a later date.

The City Attorney has reviewed the attached ownership and maintenance agreement between the Met Council and the City for the Gold Line BRT assets located within the City. Staff recommends approval of the attached ownership and maintenance agreement.

Attachments:

1. Gold Line BRT Ownership and Maintenance Agreement

OWNERSHIP AND MAINTENANCE AGREEMENT FOR
ASSETS CONSTRUCTED WITH THE GOLD LINE BUS RAPID TRANSIT PROJECT
WITHIN THE CITY OF MAPLEWOOD

This Agreement is entered into by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota “(Council”), and the City of Maplewood, a Minnesota Municipal corporation (“City”), herein collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Gold Line Project is a 10-mile primarily dedicated BRT line that connects Saint Paul, Maplewood, Landfall, Oakdale, and Woodbury, as shown in Exhibit A; and

WHEREAS, the City and Council have entered into a Joint Powers and Construction Cooperation Agreement (JPCCA) executed February 14, 2022, and identified with Council Contract Number 21I056, describing the agreed upon duties and obligations related to the construction of the Gold Line Project; and

WHEREAS, the JPCCA acknowledged that the details of ownership and maintenance of infrastructure constructed by the Gold Line Project would be addressed in future agreements; and

WHEREAS, the Council and MnDOT entered into an Operations and Maintenance Agreement, identified with Council Contract Number 23I006, describing Ownership and Maintenance of assets constructed by the Project within MnDOT ROW; and

WHEREAS, separate agreements between the City, Council, and other parties as applicable will address Ownership and Maintenance responsibilities for the BRT and pedestrian bridges constructed over McKnight Road North and Century Avenue North and are not addressed in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and benefits they will derive from this Agreement, the Council and the City do hereby agree as follows:

I. PURPOSE

1.01 Purpose: The purpose of this Agreement is to define the Ownership, Operation, and Maintenance responsibilities of the Parties with respect to assets constructed by the Council as part of the Project.

1.02 Exhibits: The following exhibits to this Agreement are attached to this Agreement and are incorporated into this Agreement by reference: Exhibit A – BRT Guideway Context Map, Exhibit B – General Infrastructure, Exhibit C – Below Ground Infrastructure, Exhibit D – Signage and Striping, and Exhibit E – O&M Responsibilities by Asset Category.

Exhibit A depicts the geographical limits to which this Agreement pertains. Exhibits B, C, and D are intended to depict Ownership and Maintenance responsibilities for infrastructure constructed as part of the Project that is not currently addressed in an existing agreement. Infrastructure shown on Exhibits B, C, and D without an assigned color is assumed to be covered by an existing maintenance agreement and/or maintained by the underlying property owner.

The Parties' Authorized Representatives, by mutual written agreement, may update the exhibits without formal amendment to this Maintenance Agreement.

II. DEFINITIONS

"Agreement" means this Agreement between the Council and City for ownership, operation, and maintenance of the BRT System.

"BMPs" means stormwater best management practices.

"BRT" means Bus Rapid Transit.

"BRT Station" means the passenger loading facilities for the BRT System, including but not limited to platforms, canopies and railings, pedestrian access walkways, special handicap access facilities, landscaping, and all functional and architectural features associated with the BRT Station.

"BRT System" means all equipment and facilities owned by the Council and associated with the operation of the Project including but not limited to Dedicated BRT guideway, raised curb, stations, transit operating systems equipment, flashing lights, warning devices, BRT system signage, BRT control equipment, BRT signal/communication houses, Council owned artwork, and BRT vehicles.

"City" means the City of Maplewood; or their employees, agents or contractors.

"Council" means Metropolitan Council, its employees, agents or contractors.

"Curbside Running BRT Guideway" means the lane adjacent to the curb shared by buses and also used for emergency purposes, owned by the City.

"Dedicated BRT Guideway" means side or center bus only lanes owned by the Council.

"JPCCA" means Joint Powers and Construction Cooperation Agreement

"Maintenance" means all maintenance activities included in both Major Maintenance and Routine Maintenance.

"Major Maintenance" means expenditures made beyond regular and general upkeep. Work of

this type would typically involve excavation of the ground surface. Major maintenance would usually include maintenance that is required for preservation of infrastructure, rehabilitation of infrastructure, and replacement after the asset's useful life.

"Metro Transit" means Metro Transit, the transit operating division of the Metropolitan Council, its employees, agents or contractors.

"MnDOT" means the Minnesota Department of Transportation or its employees, agents or contractors.

"Ownership" means the owning Party of the various infrastructure assets associated with operation and maintenance of the Project with responsibility for coordination with other agencies and negotiating cost sharing arrangements, if any, related to the replacement of the asset at the end of its useful life.

"Party or Parties" means the Council and City and their employees, agents, or contractors.

"Project" means the Gold Line BRT Project.

"Routine Maintenance" means activities associated with regular and general upkeep of the asset against normal wear and tear and perpetuate the asset in a safe, usable, and aesthetically pleasing condition. Activities of this type include but are not limited to vegetation control, graffiti removal, and periodic inspection. This type of work would not involve excavation or disturbance of the ground surface.

"ROW" means Right-of-Way

III. OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

3.01 General Council Responsibilities: Except as otherwise provided in this Agreement, the Council is responsible for Ownership and Maintenance of the BRT System, BRT Stations, and Dedicated BRT Guideway.

3.02 General City Responsibilities: Except as otherwise provided in this Agreement, the City is responsible for Ownership and Maintenance of infrastructure within City ROW.

3.04 Sidewalks and Trails. The Council is responsible for Ownership and Maintenance of sidewalks located within BRT Stations and sidewalk connections constructed to support access to BRT Stations as shown in Exhibit B.

The City is responsible for Ownership and Maintenance of sidewalks and trails within City ROW, and in MnDOT ROW through an existing or future agreement between the City and MnDOT.

Further details regarding exact locations of both Council and City Ownership and Maintenance

responsibilities for sidewalks and trails are shown in Exhibit B.

3.06 Retaining Walls. The Council is responsible for Ownership and Maintenance of Retaining Walls 330, 335, 340, 345, 350, 355, and 360. The City is responsible for Ownership and Maintenance of Retaining Wall 370.

Specific details regarding exact locations and extents of Retaining Walls are shown in Exhibit B and summarized in Table 1 in Exhibit E.

3.07 Fences, Guardrails, and Median Barriers. The Council is responsible for Ownership and Maintenance for fences at BRT Stations and fences, guardrails, and concrete barriers connected with Council-owned Retaining Walls and Bridges.

Specific Fences, Guardrails and Median Barriers locations are shown in Exhibit B and summarized in Table 2 in Exhibit E.

3.08 Stormwater Infrastructure. The Council is responsible for the Ownership and Maintenance of the following stormwater basins and their related infrastructure, including but not limited to pipe networks, catch basins, and pretreatment underneath the Dedicated BRT Guideway.

- a. S6-2
- a. M1-1
- b. M1-2
- c. M2-1

The City is responsible for the Ownership and Maintenance of stormwater infrastructure underneath the portion of Hudson Boulevard North that lies east of Century Avenue North within the City.

Specific details regarding exact locations and extents of stormwater basins and related stormwater infrastructure are shown in Exhibits B and C and summarized in Table 3 of Exhibit E.

3.09 Lighting. The Council is responsible for Ownership and Maintenance of Metro Transit proposed lighting near and within BRT Stations and Metro Transit proposed lighting adjacent to the dedicated BRT Guideway.

Responsibilities for lighting integrated with bridges and underpasses constructed as part of the Project will be addressed in separate agreements between the City, Council and other parties as needed.

Specific details regarding exact locations of light fixtures are shown in Exhibit B.

3.10 Signage and Striping. The Council is responsible for Ownership and Maintenance of BRT specific signage and pavement striping located along the Project alignment, within BRT Station areas, and all station wayfinding signage.

The City is responsible for Ownership and Maintenance of signage and pavement striping located

along City maintained streets and trails.

Specific details regarding exact locations of signage and striping are shown in Exhibit D.

3.11 Traffic Signals. The Council is responsible for Ownership and Maintenance of three traffic signal systems installed along the Dedicated BRT Guideway between McKnight Road North and Century Avenue North.

3.12 Landscaping and ROW Maintenance. The Council is responsible for Maintenance of new landscaping located within BRT Stations and along the Dedicated BRT Guideway as shown in Exhibit B.

3.13 Snow and Ice Control. The Council is responsible for snow and ice control for the Dedicated BRT Guideway, BRT Stations, and sidewalk connections constructed to support access to BRT Stations.

The City is responsible for snow and ice control for City streets, sidewalks, and trails outside of BRT Stations constructed as part of the Project.

Specific details regarding extents of snow and ice control responsibilities are shown in Exhibit B.

3.14 BRT Infrastructure at BRT Stations. The Council is responsible for Ownership and Maintenance of all above-ground station-specific elements in BRT Station. This generally includes, but is not limited to bus shelters, benches, ticketing kiosks, pylons, station lighting, and truncated dome plates. The Council is also responsible for the concrete pad in front of the boarding platform, rub rail attached to the curb at the boarding platform, and curb and gutter connecting the concrete pad to the boarding platform.

Specific details regarding extents of BRT Stations and locations of infrastructure to be owned and maintained by the Parties is shown in Exhibit B.

IV. AUTHORIZED REPRESENTATIVES

4.01 Authorized Representatives. The authorized contact person for reports, demands, and approvals under this Agreement are listed below. Any such reports, demands, and approvals will be in writing and will be sent or delivered in person to the other Party, addressed as follows:

The Council's Authorized Representative will be:

Name, Title: Richard Demarchis (or successor)
Assistant Director, Facilities Maintenance
Metro Transit, Engineering and Facilities Division
Address: 560 6th Avenue North, Minneapolis, MN 55411
Telephone: 612-349-7340
E-Mail: richard.demarchis@metrotransit.org

The City's Authorized Representative will be:

Name, Title: Steve Love (or successor)
Public Works Director
1902 County Road B E
Maplewood, MN 55109
Telephone: 651-249-2404
E-mail: Steve.Love@maplewoodmn.gov

Or other such person as may be designated in writing for itself by either Party.

V. RESERVED

VI. PAYMENT AND INVOICING

6.01 Payment Between the Parties. No funding will be transferred between the Parties for maintenance of infrastructure included in this Agreement.

VII. LIABILITY

7.01 Responsible for Own Acts. Each Party agrees that it will be responsible for its own acts and omissions to the extent authorized by law and will not be responsible for the acts of the other Party. The Council's liability is governed by Minnesota Statutes chapter 466 and other applicable laws. The City's liability is governed by the provisions of Minnesota Statutes chapter 466 and other applicable laws. Nothing in this Agreement will be construed to waive any immunities or liability limits provided to the Parties provided by applicable state or federal law and statutes.

VIII. TERM

8.01 Term of Agreement and Renewal. The term of this Agreement will begin on the date this Agreement has been fully executed by each Party's authorized representative and will continue through March 25, 2052. The Parties may by written agreement renew this Agreement for two (2) additional terms of thirty (30) years.

IX. TERMINATION

9.01 Termination of Agreement. This Agreement may be terminated by: (i) agreement of the Parties to this Agreement, or (ii); failure of the Parties to renew this Agreement in writing pursuant to Section VIII. Except as otherwise provided herein, upon termination of this Agreement, each of the obligations and duties of the Parties under this Agreement will be extinguished and no Party shall have any further liability to any of the other Parties arising out of this Agreement. Except as expressly stated in this Agreement, no property or liabilities associated with such property will be conveyed through this Agreement.

9.02 Shutdown of BRT Project. If the Project permanently ceases to provide transit service within the City using the BRT System components installed by the Project, the Parties will meet to

determine how to address ongoing Ownership and Maintenance, or disposition of the BRT System components in the City.

X. GENERAL PROVISIONS

10.01 Annual Meeting: An annual meeting, coordinated by the Council, throughout the term of this Agreement will be held between the City and the Council, and other parties as needed, to review the terms and conditions of and discuss any amendments to this Agreement.

10.02 Audit and Records. In accordance with Minnesota Statutes section 16C.05, subd. 5. the Parties' books, records, documents, and accounting procedures and practices relevant to their performance under this Agreement are subject to examination by the Parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. The City and Council must comply with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, as it applies to all data provided by the Council and City. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either the Council or the City. Each Party will only be responsible for responding to government data requests that are directed to its respective agencies.

10.03 Workers' Compensation. Each Party will be responsible for its own employees for any workers compensation claims. This Agreement is not intended to constitute an interchange of government employees under Minn. Stat. §15.53.

10.04 Civil Rights. Applicable provisions of Minnesota and federal law and any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of MnDOT and the Council shall be considered a part of this Agreement as though fully set forth herein.

10.05 Entire Agreement. It is understood and agreed that the entire Agreement between the Parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be a part of this Agreement.

10.06 Amendment. Any alterations, variations, modifications, or waivers of provisions of this Agreement will only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.

10.07 Provisions Severable. The provisions of this Agreement will be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering will not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable will substantially impair the value of the entire Agreement with respect to the Parties. One or more waivers by said Party of any provision, term, condition or covenant will not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

10.08 Binding on Successors. The covenants of this Agreements will be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

10.09 Assignment. This Agreement will not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed.

10.10 Governing Law. The laws of the State of Minnesota will govern the interpretation of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota.

10.12 Counterparts. The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

10.13 Electronic Signatures. The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "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. A Party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]
SIGNATURE PAGE FOLLOWS

CITY OF MAPLEWOOD

By: _____
Mayor

Date: _____

By: _____
Manager

Date: _____

METROPOLITAN COUNCIL,

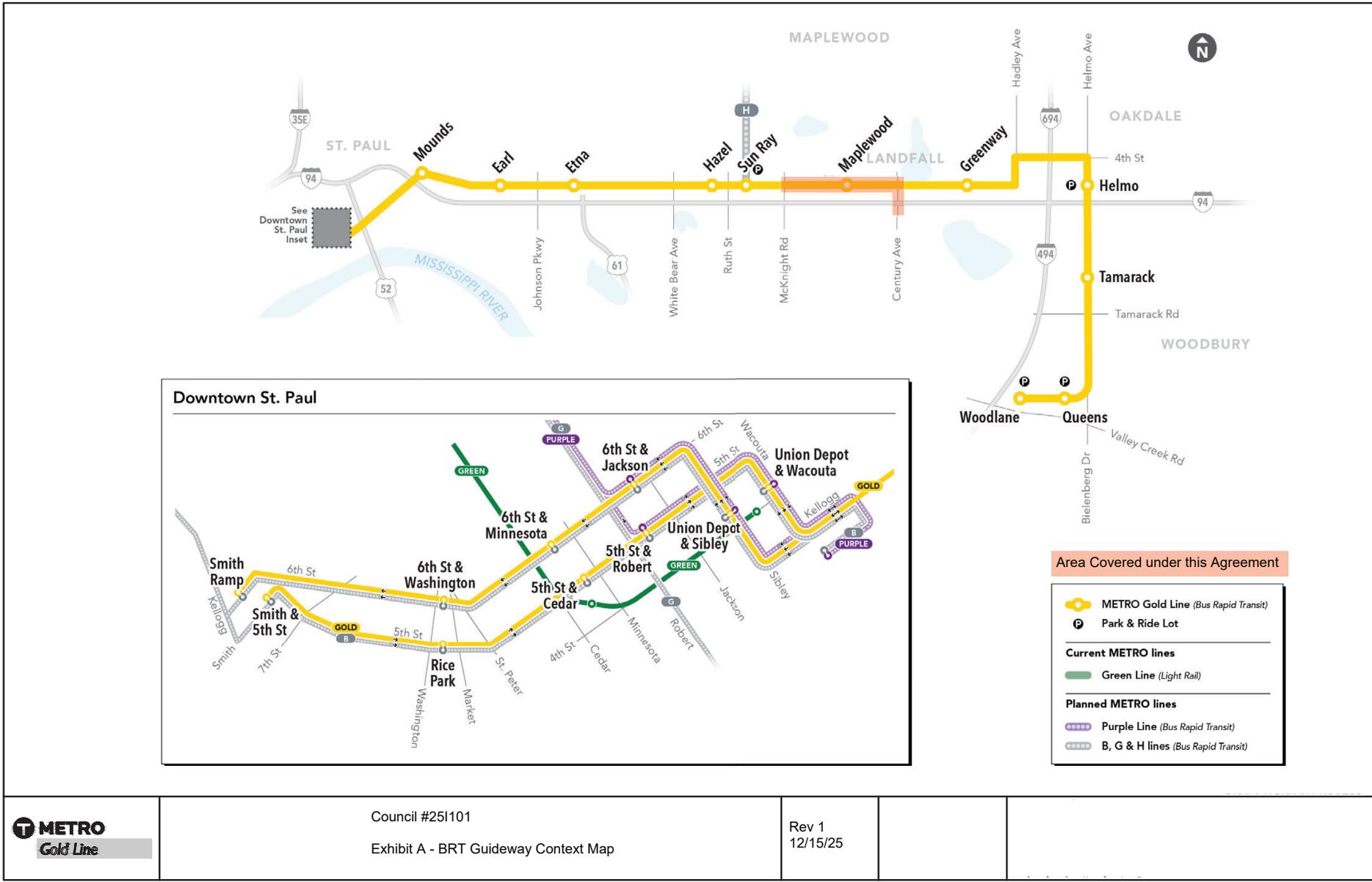
By: _____
Regional Administrator

Date: _____

LIST OF EXHIBITS

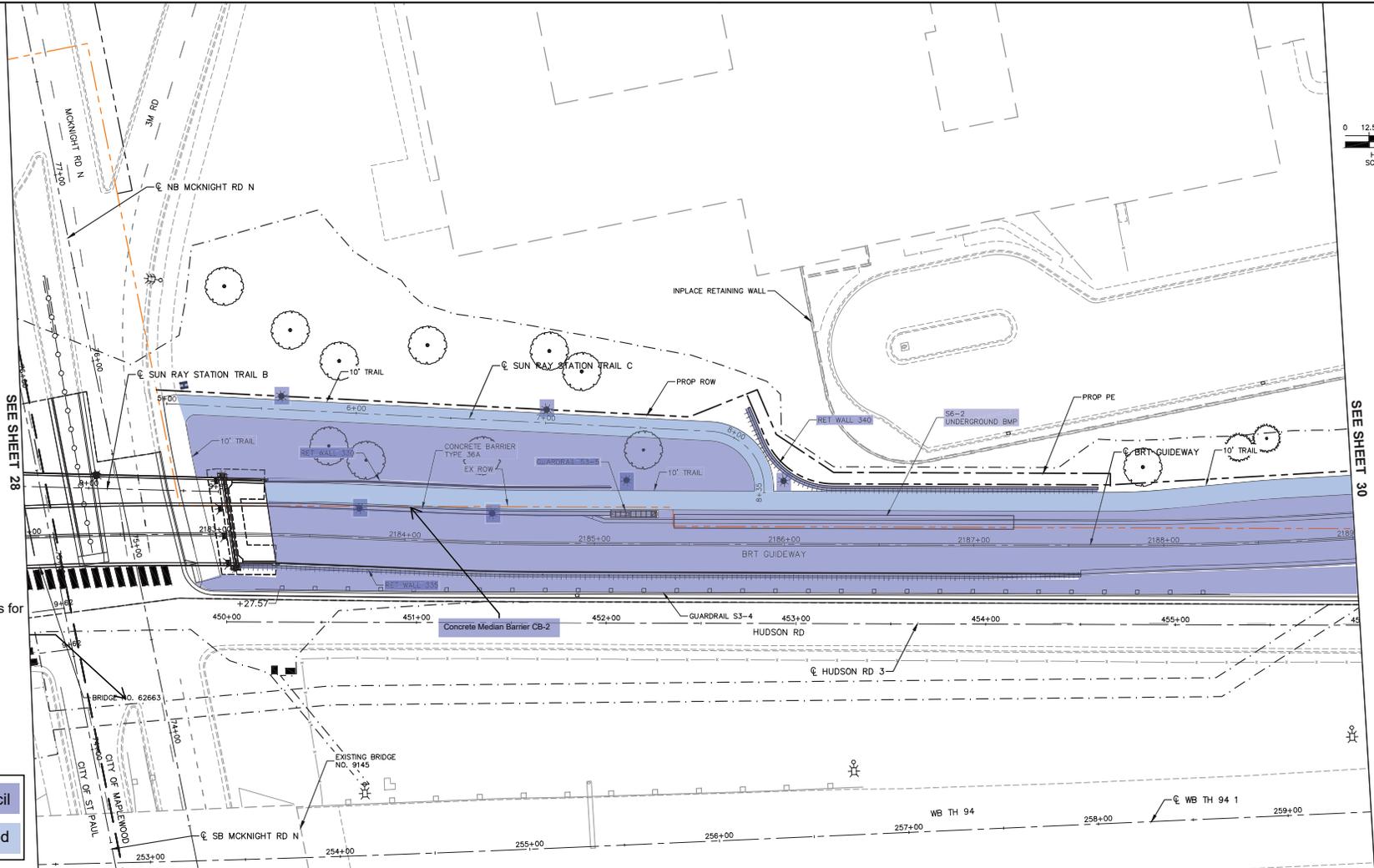
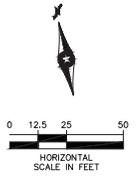
Exhibit	Description
A	BRT Guideway Context Map
B	General Infrastructure Exhibit
C	Below Ground Infrastructure Exhibit
D	Signage and Striping Exhibit
E	O&M Responsibilities by Asset Category

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Council #25101
Exhibit A - BRT Guideway Context Map

Rev 1
12/15/25



Note: O&M responsibilities for Bridge 62663 addressed in separate agreement

Met Council
Maplewood



Council Agreement #251101

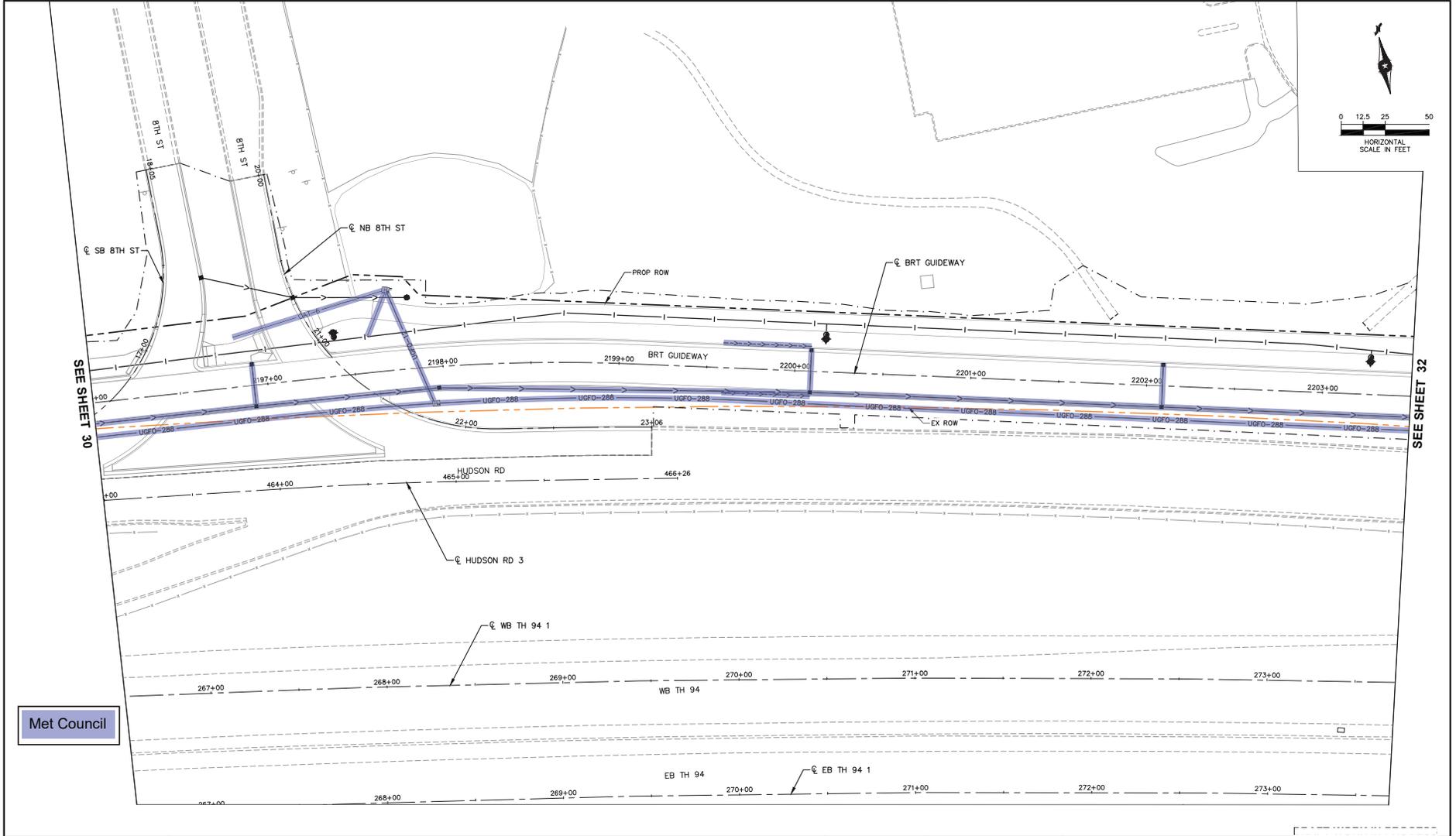
Exhibit B - General Infrastructure

Rev 1 - 12/15/25

Exhibits based on 100% Design Plans



Page 2 of 11



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Council Agreement #251101

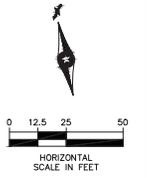
Exhibit C - Below Ground Infrastructure

Rev 1 - 12/15/25

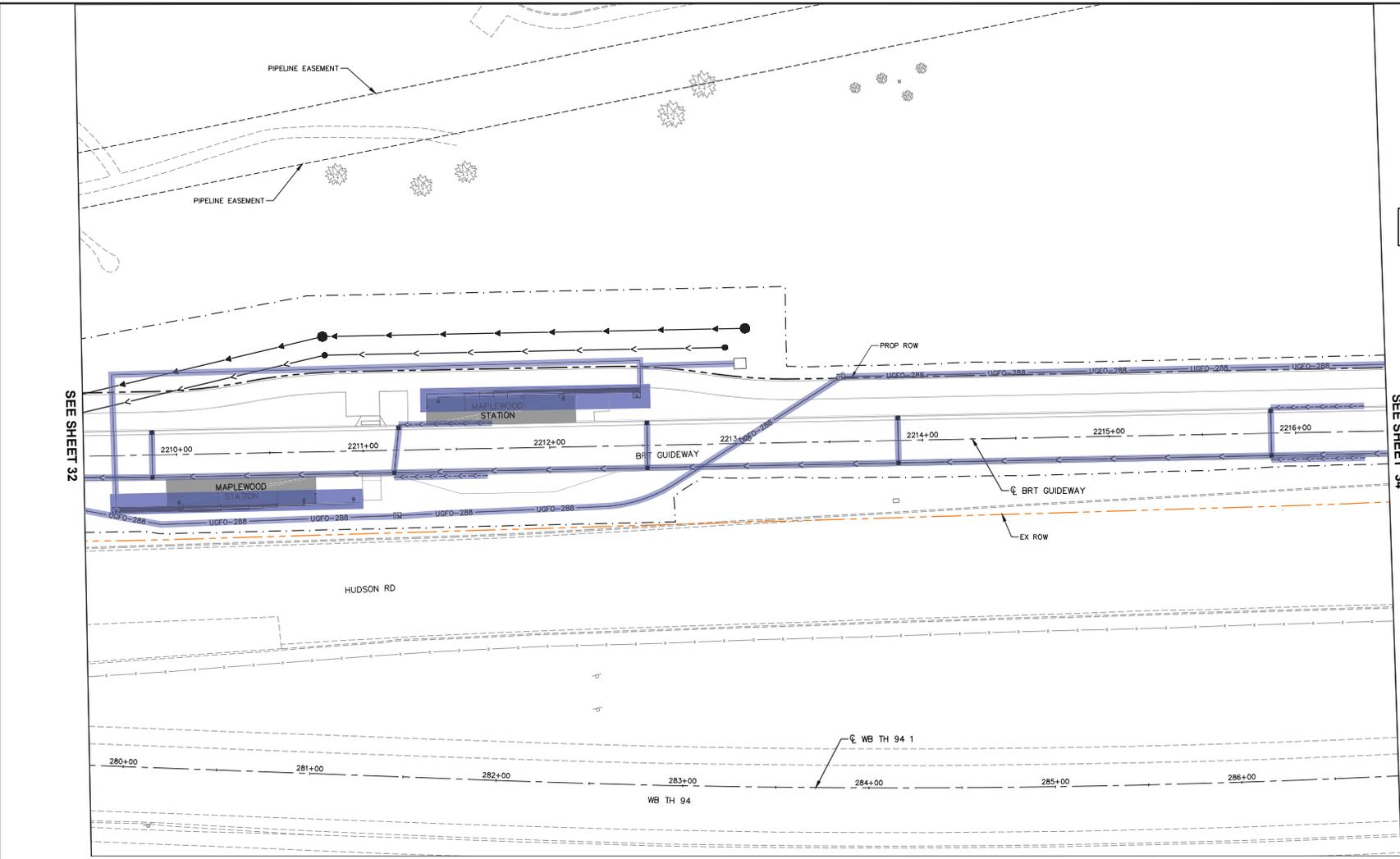
Exhibits based on 100% Design Plans



Page 4 of 10



Met Council



Council Agreement #251101

Exhibit C - Below Ground Infrastructure

Rev 1 - 12/15/25

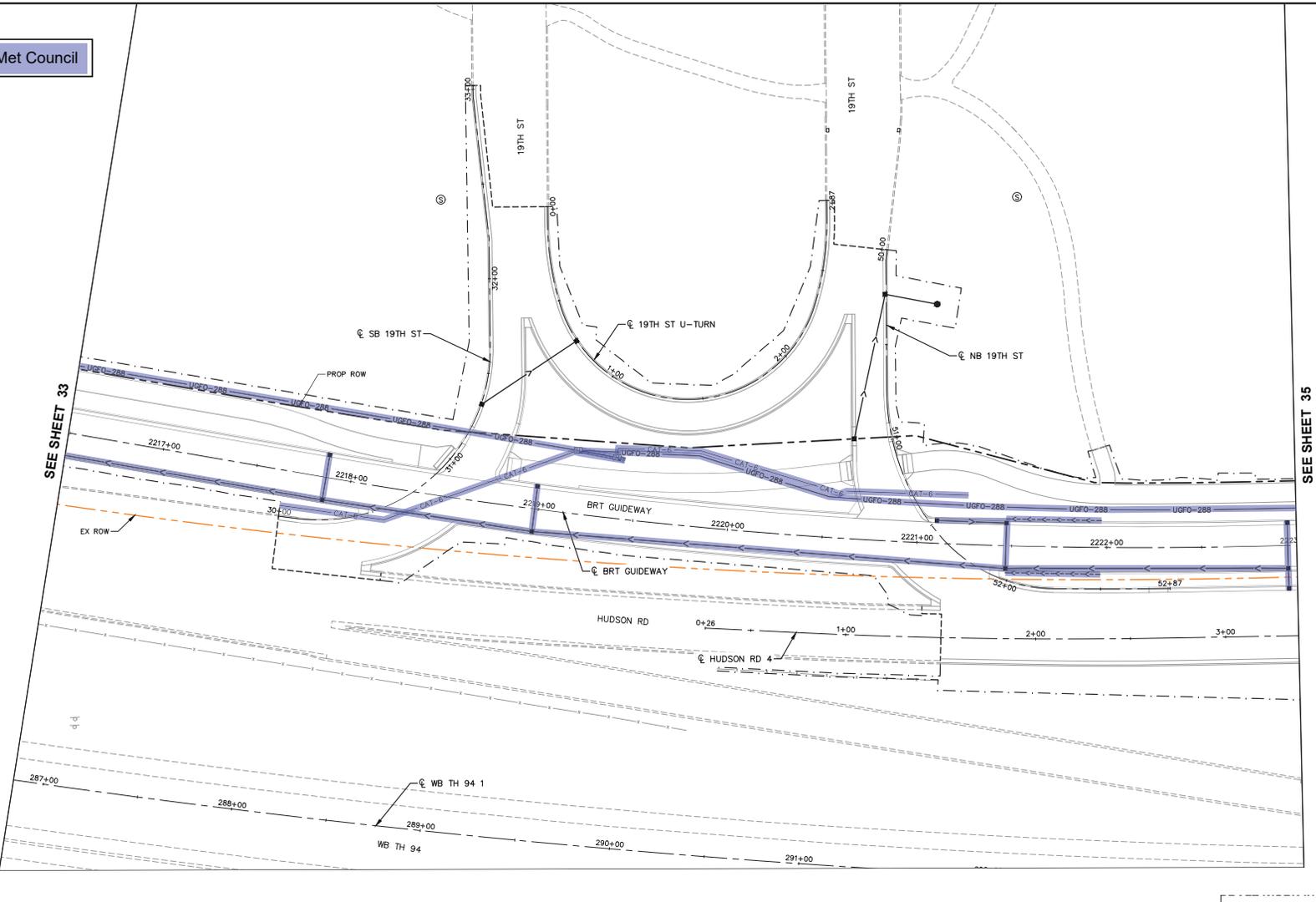
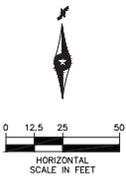
Exhibits based on 100% Design Plans



Page 6 of 10

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Met Council



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Council Agreement #251101
 Exhibit C - Below Ground Infrastructure

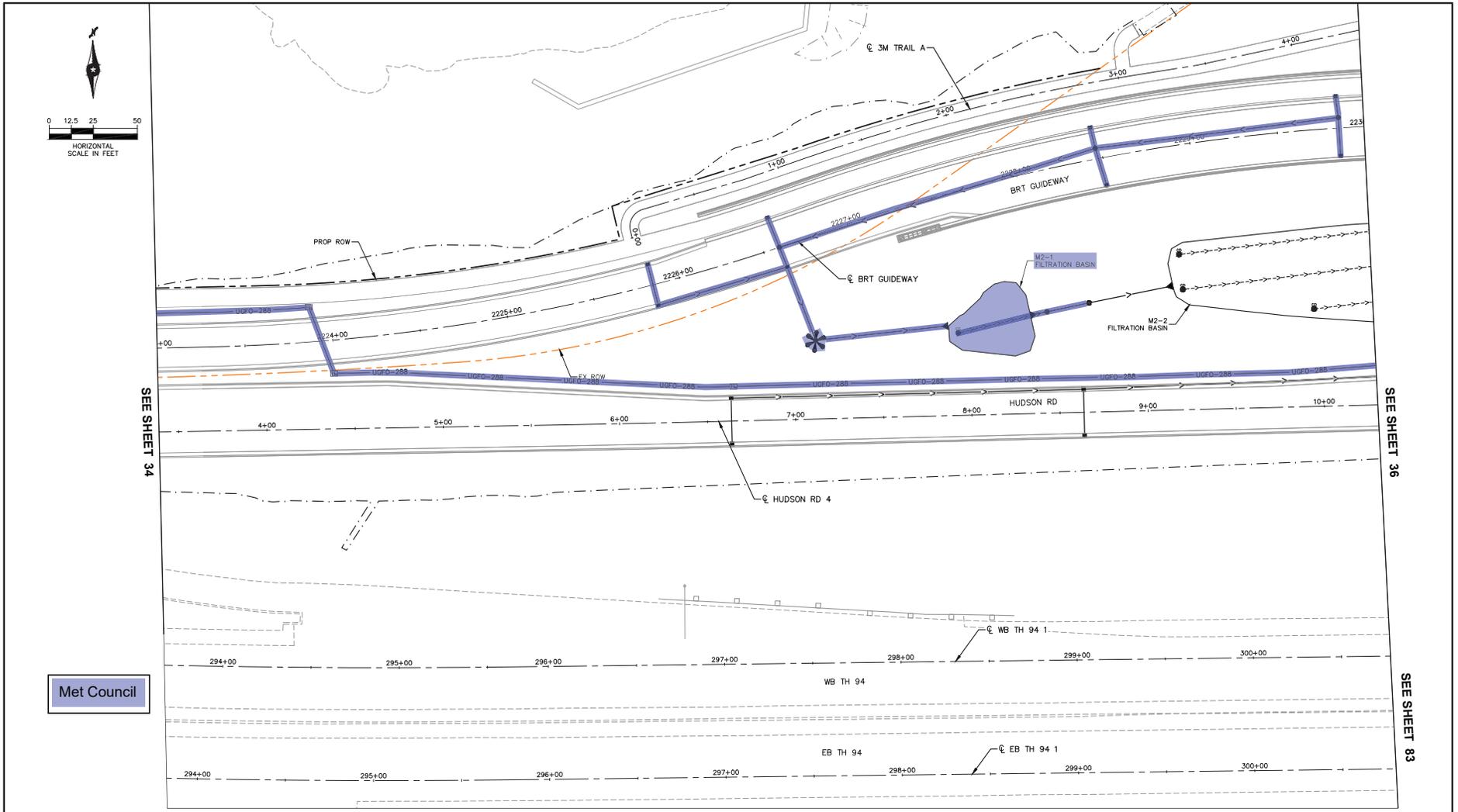
Rev 1 - 12/15/25
 Exhibits based on 100% Design Plans



Page 7 of 10

G4, Attachment 1

Council Packet Page Number 57 of 138



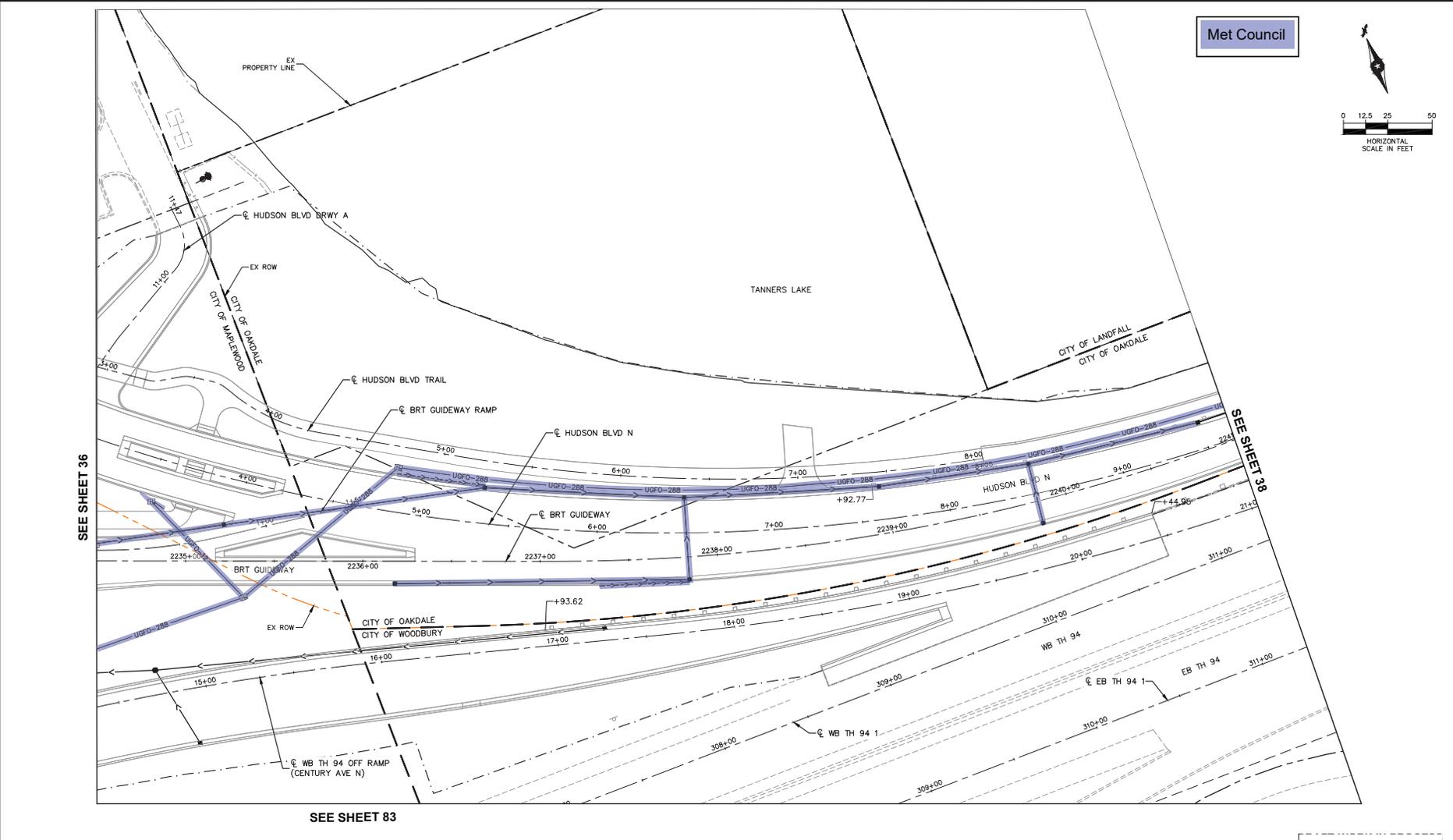
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 Exhibit C - Below Ground Infrastructure

Rev 1 - 12/15/25
 Exhibits based on 100% Design Plans

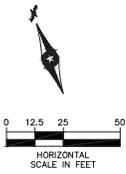


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Met Council



Council Agreement #251101

Exhibit C - Below Ground Infrastructure

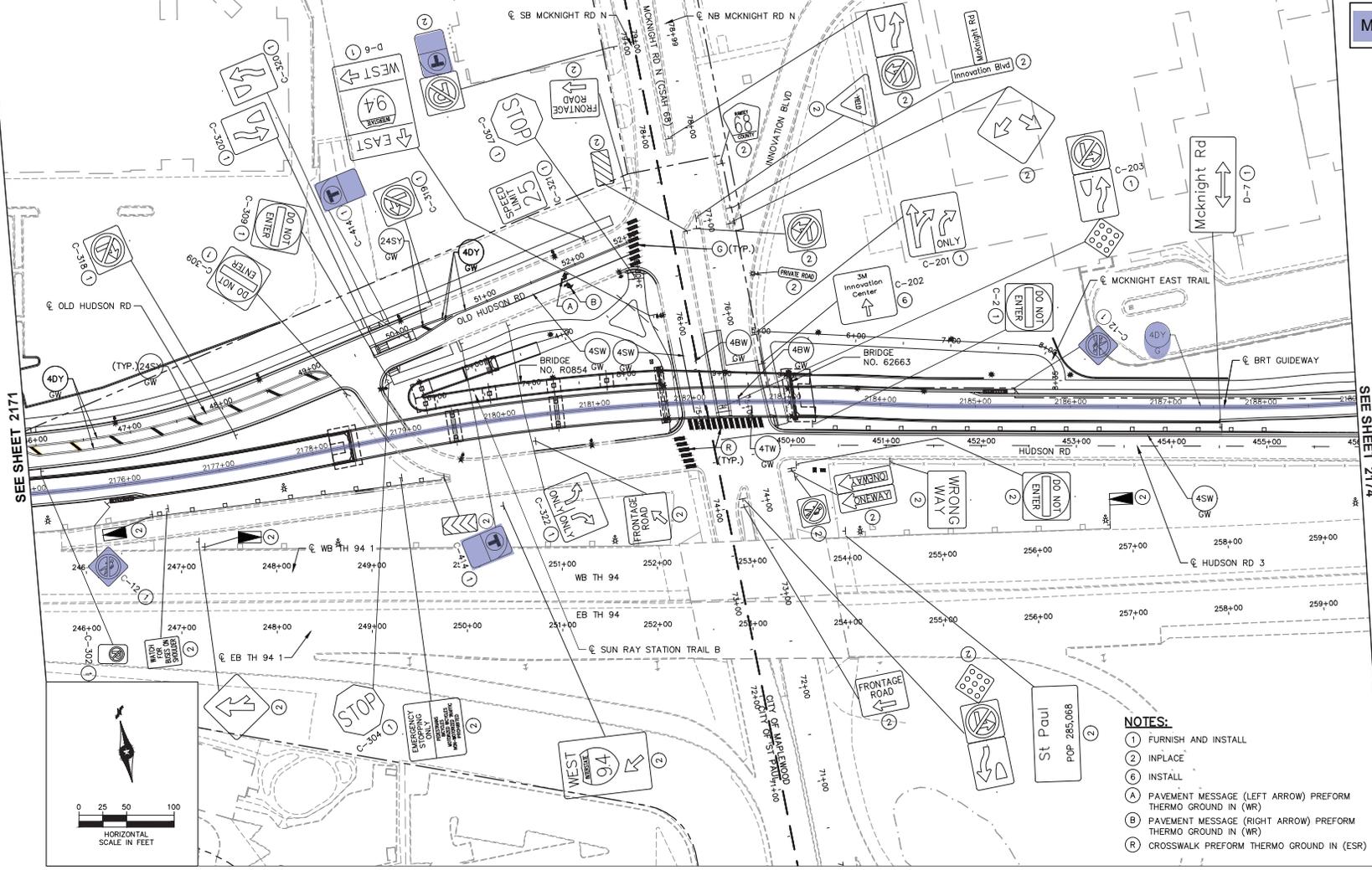
Rev 1 - 12/15/25

Exhibits based on 100% Design Plans



Page 10 of 10

Met Council



- NOTES:**
- ① FURNISH AND INSTALL
 - ② INPLACE
 - ③ INSTALL
 - A PAVEMENT MESSAGE (LEFT ARROW) PREFORM THERMO GROUND IN (WR)
 - B PAVEMENT MESSAGE (RIGHT ARROW) PREFORM THERMO GROUND IN (WR)
 - R CROSSWALK PREFORM THERMO GROUND IN (ESR)

SEE SHEET 2171

SEE SHEET 2174



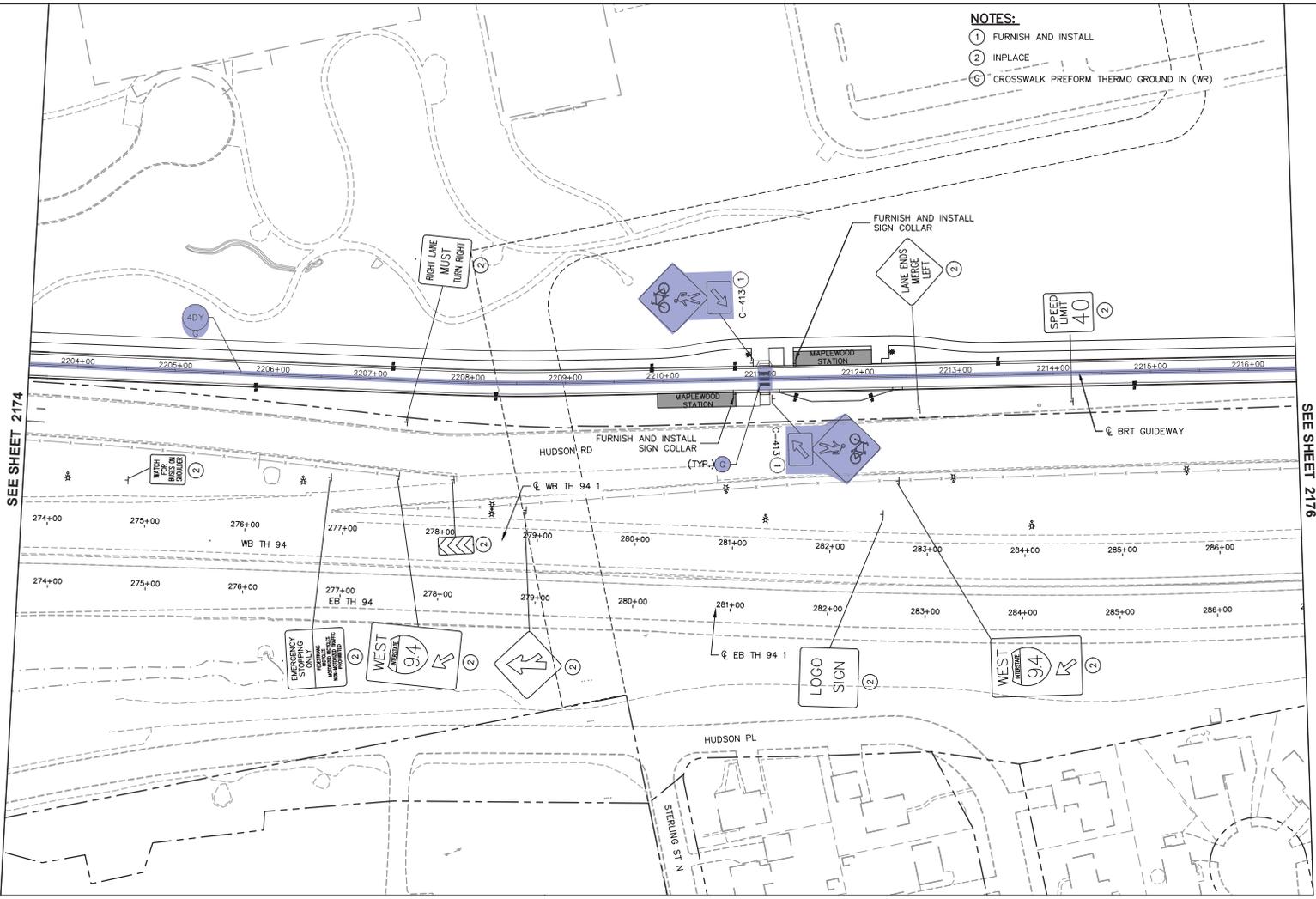
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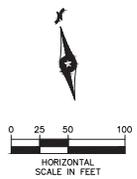
Council Agreement #251101
Exhibit D - Signage and Striping

Rev 1 - 12/15/25
Exhibits based on 100% Design Plans Page 2 of 6

- NOTES:**
- ① FURNISH AND INSTALL
 - ② INPLACE
 - ③ CROSSWALK PREFORM THERMO GROUND IN (WR)



Met Council



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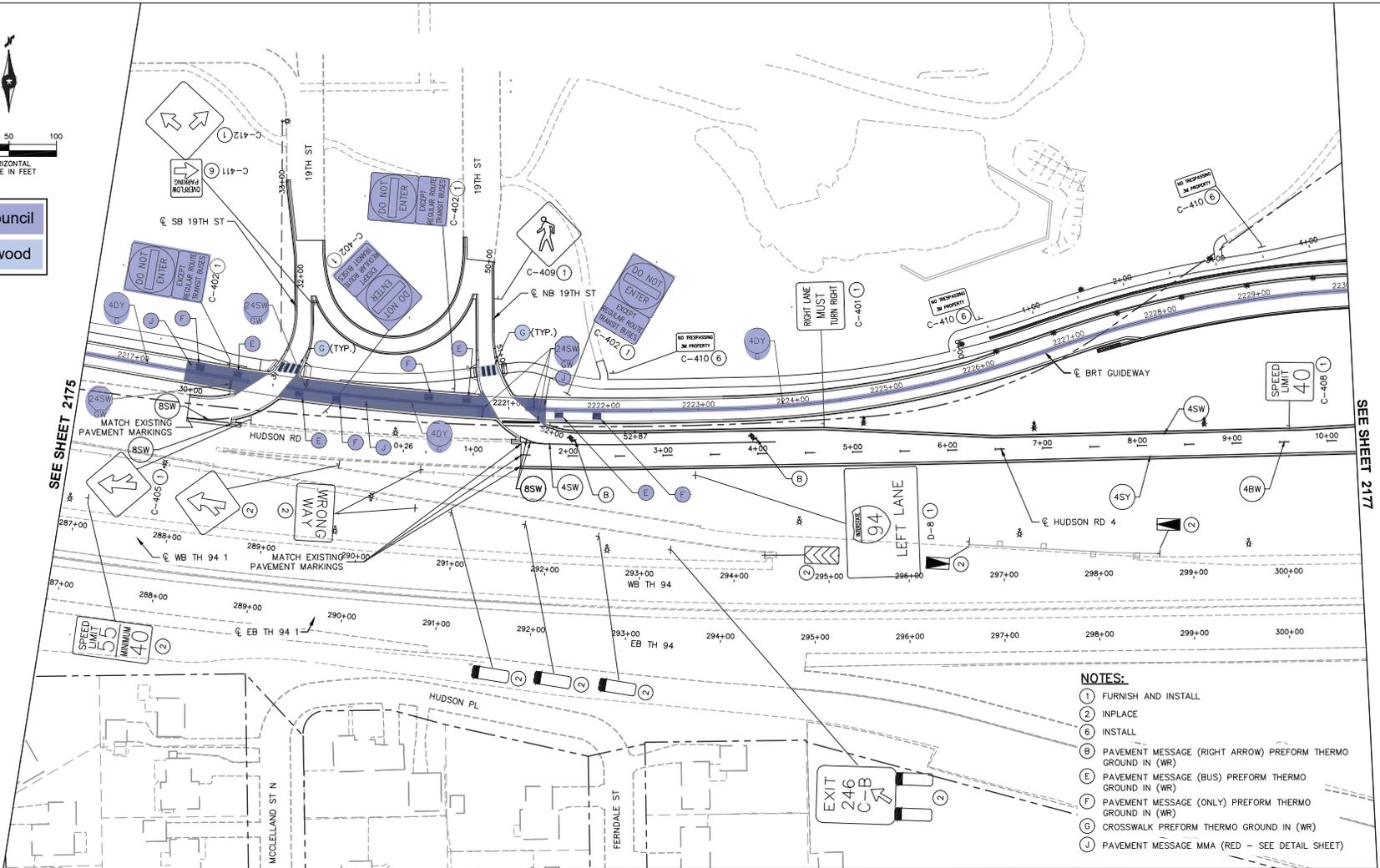
SEE SHEET 2174

SEE SHEET 2176

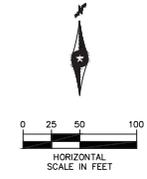


Council Agreement #251101
Exhibit D - Signage and Striping

Rev 1 - 12/15/25
Exhibits based on 100% Design Plans Page 4 of 6



- NOTES:**
- (1) FURNISH AND INSTALL
 - (2) INPLACE
 - (6) INSTALL
 - (B) PAVEMENT MESSAGE (RIGHT ARROW) PREFORM THERMO GROUND IN (WR)
 - (E) PAVEMENT MESSAGE (BUS) PREFORM THERMO GROUND IN (WR)
 - (F) PAVEMENT MESSAGE (ONLY) PREFORM THERMO GROUND IN (WR)
 - (C) CROSSWALK PREFORM THERMO GROUND IN (WR)
 - (L) PAVEMENT MESSAGE MMA (RED - SEE DETAIL SHEET)



Met Council
Maplewood

SEE SHEET 2175

SEE SHEET 2177

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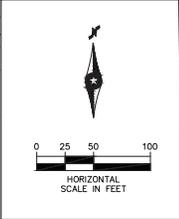


Council Agreement #251101
Exhibit D - Signage and Striping

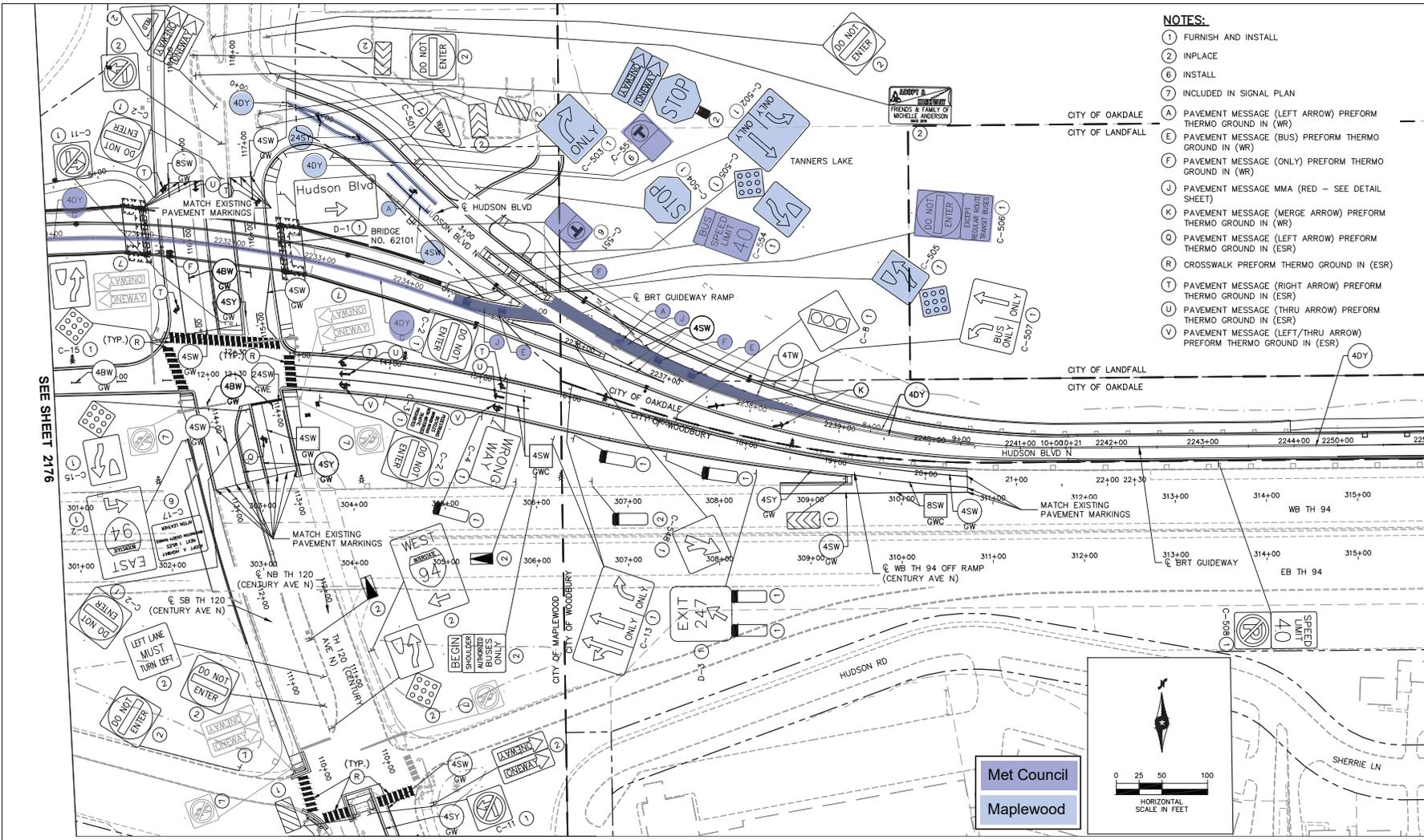
Rev 1 - 12/15/25
Exhibits based on 100% Design Plans Page 5 of 6

SEE SHEET 2179

- NOTES:**
- ① FURNISH AND INSTALL
 - ② INPLACE
 - ③ INSTALL
 - ⑦ INCLUDED IN SIGNAL PLAN
 - A PAVEMENT MESSAGE (LEFT ARROW) PREFORM THERMO GROUND IN (WR)
 - E PAVEMENT MESSAGE (BUS) PREFORM THERMO GROUND IN (WR)
 - F PAVEMENT MESSAGE (ONLY) PREFORM THERMO GROUND IN (WR)
 - J PAVEMENT MESSAGE MMA (RED - SEE DETAIL SHEET)
 - X PAVEMENT MESSAGE (MERGE ARROW) PREFORM THERMO GROUND IN (WR)
 - Q PAVEMENT MESSAGE (LEFT ARROW) PREFORM THERMO GROUND IN (ESR)
 - R CROSSWALK PREFORM THERMO GROUND IN (ESR)
 - T PAVEMENT MESSAGE (RIGHT ARROW) PREFORM THERMO GROUND IN (ESR)
 - U PAVEMENT MESSAGE (THRU ARROW) PREFORM THERMO GROUND IN (ESR)
 - V PAVEMENT MESSAGE (LEFT/THRU ARROW) PREFORM THERMO GROUND IN (ESR)



Met Council
Maplewood



SEE SHEET 2176

SEE SHEET 2178

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Council Agreement #251101
Exhibit D - Signage and Striping

Rev 1 - 12/15/25
Exhibits based on 100% Design Plans Page 6 of 6

Council Agreement #251101

Page 1 of 1

Exhibit E - O&M Responsibilities by Asset Category

Table 1 - Retaining Walls

Infrastructure Type	Asset #	Ownership	Major Maintenance	Routine Maintenance	Number/Area/ Length	Notes/Comments	Exhibit B - General Infrastructure Page #	Exhibit C - Below Ground Infrastructure Page #
Retaining Wall	330	Met Transit	Met Transit	Met Transit	183 feet	McKnight Bridge, MSE	2	-
Retaining Wall	335	Met Transit	Met Transit	Met Transit	424 feet	McKnight Bridge, MSE	2	-
Retaining Wall	340	Met Transit	Met Transit	Met Transit	206 feet	Soldier Pile (Cantilever)	2	-
Retaining Wall	345	Met Transit	Met Transit	Met Transit	332 feet	Century Ave Bridge, MSE	9	-
Retaining Wall	350	Met Transit	Met Transit	Met Transit	471 feet	Century Ave Bridge, MSE	9	-
Retaining Wall	355	Met Transit	Met Transit	Met Transit	142 feet	Century Ave Bridge, MSE	9	-
Retaining Wall	360	Met Transit	Met Transit	Met Transit	140 feet	Century Ave Bridge, MSE	9	-
Retaining Wall	370	Maplewood	Maplewood	Maplewood	233 feet	Soil Nail, Along westside of Century Ave.	11	-

Table 2 - Fences, Guardrails, and Concrete Barriers

Infrastructure Type	Asset #	Ownership	Major Maintenance	Routine Maintenance	Number/Area/ Length	Notes/Comments	Exhibit B - General Infrastructure Page #	Exhibit C - Below Ground Infrastructure Page #
Guardrail	S3-5	Met Transit	Met Transit	Met Transit	25 feet	McKnight Bridge, connected to Concrete Barrier	2	-
Concrete Barrier	CB-2	Met Transit	Met Transit	Met Transit	181 feet	Connected to Guardrail S3-5	2	-
Fence	P	Met Transit	Met Transit	Met Transit	346 feet	At Maplewood Station	6	-
Guardrail	S3-6	Met Transit	Met Transit	Met Transit	25 feet	Connected to Ret Wall 345	9	-
Concrete Median Barrier	CB-3	Met Transit	Met Transit	Met Transit	331 feet	Connected with Ret Wall 345	9	-
Concrete Median Barrier	CB-4	Met Transit	Met Transit	Met Transit	601 feet	On north side of EB/WB Guideway across Century Ave Bridge	9	-
Guardrail	S3-10	Met Transit	Met Transit	Met Transit	25 feet	On north side of WB approach to Century Ave Bridge	9	-
Concrete Median Barrier	CB-5	Met Transit	Met Transit	Met Transit	140 feet	Connected with Ret Wall 355	9	-

Table 3 - Stormwater Infrastructure

Infrastructure Type	Asset #	Ownership	Major Maintenance	Routine Maintenance	Number/Area/ Length	Notes/Comments	Exhibit B - General Infrastructure Page #	Exhibit C - Below Ground Infrastructure Page #
Underground BMP	S6-2	Met Transit	Met Transit	Met Transit	1,283 SF	East of McKnight Bridge	2	2
Underground Infiltration	M1-1	Met Transit	Met Transit	Met Transit	4,334 SF	West of Maplewood Station	4	4
Underground Infiltration	M1-2	Met Transit	Met Transit	Met Transit	7,081 SF	West of Maplewood Station	4	4
Filtration Basin w/ Sump/Baffle	M2-1	Met Transit	Met Transit	Met Transit	1,453 SF	West of Century Ave Bridge	8	8

CITY COUNCIL STAFF REPORT

Meeting Date March 9, 2026

REPORT TO: Michael Sable, City Manager
REPORT FROM: Joe Rueb, Finance Director
PRESENTER: Joe Rueb, Finance Director
AGENDA ITEM: Payroll Consulting Contract Request

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

Summary:

Due to a recent vacancy within the Finance Department, staff recommends entering into a temporary contract with a payroll consulting firm to provide payroll processing and financial support services. The proposed contract will be subject to review and approval by the City Attorney prior to execution. Staff is requesting authorization for the City Manager to enter into an agreement for payroll consulting services in an amount not to exceed \$50,000.

Recommended Action:

Motion to authorize the City Manager to enter into a contract for payroll consulting services in an amount not to exceed \$50,000. The City Attorney is authorized to approve any necessary revisions to the contract prior to execution.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$50,000
 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other:

Strategic Plan Relevance:

Safety Focus Area:
 Sustainability Focus Area: Maintain strong financial health and stability
 Development Focus Area:

The temporary contract will allow for continued payroll support for all employees within the City.

Background:

With the recent vacancy of the City's Payroll Accountant, the City is seeking temporary payroll and financial consulting services to ensure continuity of operations. The Council previously approved a contract with MGT Impact Solutions; however, the assigned consultant was unable to commit at this time. This authorization would provide staff with the flexibility to engage with qualified payroll consulting firms as needed to meet the City's operational requirements.

Attachments:

None

CITY COUNCIL STAFF REPORT

Meeting Date March 9, 2026

REPORT TO: Michael Sable, City Manager

REPORT FROM: Danette Parr, Community Development Director

PRESENTER: Danette Parr, Community Development Director

AGENDA ITEM: Local Housing Trust Fund Grant Contract Agreement with the Minnesota Housing Finance Agency

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Summary:

On March 10, 2025, the city council approved the Maplewood Local Housing Trust Fund and Home Improvement Program enabling the city to qualify for a \$225,000 Local Housing Trust Fund grant from the Minnesota Housing Finance Agency (MHFA). As required by the grant, before funds can be finalized, the city must enter into an agreement with MHFA.

Recommended Action:

Motion to approve the Local Housing Trust Fund Grant Contract Agreement with the Minnesota Housing Finance Agency 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 \$300,000

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: \$300,000 was previously approved for transfer from the EDA general fund into the newly created Maplewood Local Housing Trust Fund as required match funds to qualify for the \$225,000 grant from MHFA.

Strategic Plan Relevance:

Safety ◇ Focus Area:

Sustainability ◇ Focus Area: Advance environmental stewardship initiatives

Development ◇ Focus Area: Promote residential development and thoughtful redevelopment

The city supports reinvestment and the leveraging of resources to expand opportunities to create programs that encourage reinvestment and tax base growth. In addition, the city promotes opportunities for investments that increase environmental stewardship through efficiencies.

Background:

In 2025 the city council and EDA approved the following:

- Ordinance establishing a Local Housing Trust Fund

- Resolution accepting transfer of \$300,000 from the EDA general fund to future Local Housing Trust Fund
- Resolution approving the Maplewood Home Improvement Program
- Loan administration agreement with Community Neighborhood Housing Services (dba NeighborWorks Home Partners)

The approvals enabled the city to qualify for a \$225,000 grant from the Minnesota Housing Finance Agency. Combined with the \$300,000 matching funds, this provides an initial \$525,000 to establish a revolving loan fund supporting the Maplewood Home Improvement Program. The attached Local Housing Trust Fund Grant Contract Agreement outlines how the city may use the grant funds as it administers the home improvement program.

Attachments:

1. Local Housing Trust Fund Grant Contract Agreement
2. Maplewood Home Improvement Program Overview

**MINNESOTA HOUSING FINANCE AGENCY
GRANT CONTRACT AGREEMENT
LOCAL HOUSING TRUST FUND GRANTS PROGRAM**

This Grant Contract Agreement is between the Minnesota Housing Finance Agency ("MHFA") and City of Maplewood, 1830 County Road B E in Maplewood, MN 55109 ("GRANTEE").

Recitals

1. Under [Minnesota 2023 Session Law, Chapter 37, Article 1, Section 2, Subd. 21](#), MHFA is empowered to enter into this Grant Contract Agreement.
2. MHFA is in need of local governments to create or fund local housing trust funds as defined under [Minnesota Statute 462C.16](#) for the purposes of:
 - Making grants, loans, and loan guarantees for the development, rehabilitation, or financing of housing;
 - Matching other funds from federal, state, or private resources for housing projects;
 - Providing down payment assistance, rental assistance, and homebuyer counseling services; and
 - Administrative expenses, up to 10% of the Local Housing Trust Fund grant amount.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of MHFA. Pursuant to [Minn. Stat. 16B.98, Subd.1](#), the Grantee agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1 ***Effective date:***

March 9, 2026, or the date all required signatures are obtained, whichever is later. Per [Minn. Stat. 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and MHFA's Authorized Representative has notified the Grantee that work may commence. 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 ***Grant period:***

The Grant Contract Agreement period for the Program begins with the Effective Date of this Grant Contract Agreement and continues through March 8, 2029, (the "Grant Period"). All funds provided through this Grant Contract Agreement must be fully expended in compliance with this Grant Contract Agreement by the end of the Grant Period.

1.3 ***Expiration date:***

December 31, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.4 ***Survival of Terms.***

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn. Stat. 16B.97, Subd. 4 \(a\) \(1\)](#), and review the State of Minnesota Office of Grants Management policy [08-01](#) (Conflict of Interest for State Grant-Making). The Grantee is required to have a documented Conflict of Interest policy and must utilize this policy when performing the Grantee duties under the Grant Contract Agreement. If the Grantee has knowledge or becomes aware of any actual, potential, perceived, or organizational conflicts of interest with respect to the Grant Contract Agreement, the Grantee shall immediately disclose the conflict of interest directly to MHFA.

2.1 ***Work Plan***

The Grantee shall perform the duties specified in **Exhibit A** (the “Work Plan”), which is attached and incorporated into this Grant Contract Agreement.

2.2 ***Program Guide***

The Grantee will comply with the Local Housing Trust Fund Grants [Program Guide](#) (the “Program Guide”), located on MHFA’s [website](#), which is incorporated into this Grant Contract Agreement, and may be amended as needed. MHFA will provide notice of any such amendments to the Grantee’s Authorized Representative (defined herein) by email. Unless otherwise indicated in the Program Guide, any such amendments are binding to the Grantee as of the date indicated in the notice, which shall not be earlier than the date that MHFA sends the notice.

2.3 ***Authorized Expenditures***

The Grantee acknowledges that grant funds disbursed by MHFA are provided for the purposes of incentivizing local funding for affordable housing for the authorized expenditures listed in [Minn. Stat. 462C.16, Subd. 3](#). All grant funds must be used by the Grantee to fund the activities described in the Work Plan in accordance with the terms of this Grant Contract Agreement.

2.4 ***Matching New Public Revenue***

Before the execution of this Grant Contract Agreement, the Grantee must provide to MHFA, documentation of their matching New Public Revenue in the amount of \$300,000.00, including the source of revenue.

2.5 ***Reporting***

The Grantee must submit annual reports to MHFA beginning no later than one calendar year after the effective date of this Grant Contract Agreement and continuing until all grant funds have been expended or the expiration date of the Grant Contract Agreement, whichever occurs first. Required annual report information may include: program or project progress reporting, grant and matching New Public Revenue expenditures, communities benefitting from grant funds, and any other information MHFA requests regarding the use of grant funds.

Reporting forms, instructions, and submission dates will be available on the Local Government Housing Programs [webpage](#).

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.***

MHFA will pay for all services performed by the Grantee under this Grant Contract Agreement as follows:

- (a) **Compensation**
The Grantee will be paid up to a maximum of \$225,000.00, according to the breakdown of program or project activities for “Grant Funds Budgeted” in **Exhibit B** (the “Budget”), which is attached and incorporated into this Grant Contract Agreement.
- (b) **Matching Funds**
The total grant amount is based on the amount of secured matching New Public Revenue funds committed to the Grantee’s Local Housing Trust Fund, as detailed in the breakdown of costs contained in **Exhibit B**. For the purposes of the Local Housing Trust Fund Grants Program, “New Public Revenue” is defined as local income that is committed to the Local Housing Trust Fund on or after June 29, 2021, from any source other than the state or federal government.
- (c) **Travel Expenses**
Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement 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 MHFA’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (d) **Total Obligation.**
The total obligation of MHFA for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed \$225,000.00 (the “Grant Proceeds”).

4.2 **Payment**

- (a) **Invoices**
MHFA will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and MHFA’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
- Grant funds will be disbursed in a total of up to two payments.
- The first disbursement of at least 50% of the total grant award, will be disbursed to the Grantee after submitting documentation to MHFA demonstrating that the Grantee has expended at least 50% of the total matching New Public Revenue funds on authorized expenditures.
- A second disbursement of the remaining grant amount will be disbursed to the Grantee after documentation is submitted to MHFA demonstrating that the Grantee has expended the matching New Public Revenue funds on authorized expenditures in the amount of the remaining balance of grant.
- (b) **Unexpended Funds**
The Grantee must promptly return to MHFA any unexpended funds that have not been accounted for annually in a financial report to MHFA due at grant closeout.

4.3 **Contracting and Bidding Requirements**

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- (e) The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (f) The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, MHFA may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - It is determined there is only one legitimate or practical source for such materials or services and that the Grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. 177.41](#) through [177.44](#). 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.
- (i) The Grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred>.

5. Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to MHFA's satisfaction, as determined at the sole discretion of the MHFA'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 MHFA to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

MHFA's Authorized Representative is Jennifer Bergman, Director of Local Government Housing Programs, 400 Wabasha Street N. Suite 400, St. Paul, MN 55102, 651-297-5232, jennifer.bergman@state.mn.us, or 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 MHFA's Authorized Representative will certify acceptance on each invoice submitted for payment. The Authorized

Representative may delegate certain responsibilities to the Program Manager, Colleen Meier, 651-296-9811, colleen.meier@state.mn.us, or her successor.

All Local Government Housing Programs staff may be reached by email at localhousingtrustfund.mhfa@state.mn.us.

The Grantee's Authorized Representative is Danette Parr, Community Development Director, 1830 County Road B E, Maplewood MN, 55109; 651.249.2310; danette.parr@maplewoodmn.gov. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA.

7. Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 *Assignment*

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

7.2 *Amendments*

Any amendments to this Grant Contract Agreement 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.

7.3 *Waiver*

If MHFA fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or MHFA's right to enforce it.

7.4 *Grant Contract Agreement Complete*

This Grant Contract Agreement contains all negotiations and agreements between MHFA and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

8. Liability

The Grantee must indemnify, save, and hold MHFA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MHFA, arising from the performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the MHFA's failure to fulfill its obligations under this Grant Contract Agreement.

9. 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, MHFA 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.

10. Government Data Practices and Intellectual Property Rights

10.1 *Government Data Practices*

The Grantee and MHFA must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MHFA 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 MHFA. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MHFA. MHFA 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.

10.2 *Intellectual Property Rights*

- (a) MHFA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of MHFA and all such documents must be immediately returned to MHFA by the Grantee upon completion or cancellation of this Grant Contract Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to MHFA. The Grantee must, at the request of MHFA, execute all papers and perform all other acts necessary to transfer or record MHFA's ownership interest in the works and documents.
- (b) *Obligations*
- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee will immediately give MHFA's Authorized Representative written notice thereof, and must promptly furnish MHFA's Authorized Representative with complete information and/or disclosure thereon.
- (2) **Representation.** The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of MHFA, and that neither the Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MHFA, at Grantee's expense, from any action or claim brought against MHFA to the extent that it is based on a claim that all or part of the works or documents 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 MHFA's opinion is likely to arise, the Grantee must, at the MHFA's discretion, either procure for MHFA the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MHFA will be in addition to

and not exclusive of other remedies provided by law.

11. 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 MHFA 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 MHFA's obligation or responsibility.

12. Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this Grant Contract Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA's Authorized Representative. 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. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the Grantee's website when practicable.

12.2 *Endorsement*

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

13. 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.

14. Termination

14.1 *Termination by MHFA*

(a) *Without Cause*

MHFA may terminate this Grant Contract Agreement 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) *With Cause*

MHFA may immediately terminate this Grant Contract Agreement if MHFA 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. MHFA may take action to protect the interests of MHFA, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.2 *Termination by The Commissioner of Administration*

The Commissioner of Administration may immediately and 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 State.

14.3 *Termination for Insufficient Funding*

MHFA 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. MHFA 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. MHFA will not be assessed any penalty if this Grant Contract Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MHFA must provide the Grantee notice of the lack of funding within a reasonable time of MHFA's receiving that notice.

15. 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 MHFA, 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.

16. Fraud Disclosure

Fraud is any intentionally deceptive action made for personal gain or to damage another. Any person or entity (including its employees and affiliates) that enters into an agreement with MHFA and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report to:

- MHFA's Chief Risk Officer at 651.296.7608 or 800.657.3769 or by email at MHFA.ReportWrongdoing@state.mn.us;
- Any member of MHFA's [Servant Leadership Team](#) as denoted on MHFA's current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- [Report Wrongdoing or Concerns \(mnhousing.gov\)](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

17. Suspension

By entering into any agreement with MHFA, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with MHFA. Please refer to MHFA's website for a list of [suspended individuals and organizations](#).

18. Conflicts

In the event of a conflict between the terms of this Grant Contract Agreement, its exhibits, and the Program Guide, or between exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

- Program Guide
- Exhibit A – Work Plan
- Exhibit B – Budget

1. 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: _____

2. MINNESOTA HOUSING FINANCE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
MHFA's Authorized Representative

2025 Local Housing Trust Fund Grants Program Work Plan

Please use this Work Plan to describe your organization’s primary program outcomes, the assigned staff, how outcomes will be monitored and assessed, and the proposed timeline for each activity. Be as specific as possible and add additional outcomes as needed to reflect your entity’s goals. The Local Housing Trust Fund Grants Program Work Plan must be submitted and approved by Minnesota Housing prior to the execution of the Grant Contract Agreement.

Grantees must follow the statutory requirements as outlined in [Minn. Stat. 462C.16](#) and [Minnesota 2023 Session Law, Chapter 37, Article 1, Section 2, Subd. 21.](#)

Per [statute](#), authorized expenditures include:

- Making grants, loans, and loan guarantees for the development, rehabilitation, or financing of housing;
- Matching other funds from federal, state, or private resources for housing projects;
- Providing downpayment assistance, rental assistance, and homebuyer counseling services; and
- Administrative expenses, up to 10% of the Local Housing Trust Fund program grant.

Program or Project Outcome #1: Grant Funds	
Program Requirement	Grantee Response
<p>Activity:</p> <p>Describe the primary program or project activity for which grant funds will be utilized.</p> <p>This Activity is for (check one):</p> <p><input checked="" type="checkbox"/> Grants, loans, or loan guarantees</p> <p><input type="checkbox"/> Matching other funds</p> <p><input type="checkbox"/> Down payment assistance, rental assistance, or homebuyer counseling services</p>	<p>This grant funds will be utilized to support a program offering home improvement loans to Maplewood residents to encourage and assist with needed home repairs.</p> <p>The loan program will help meet needs associated with deferred maintenance, energy efficiencies, accessibility, and conditions in need of renovation on the interior and exterior of the home including but not limited to roofs, siding, windows, driveways, structural retaining walls, existing fences and other components of the property; general home remodeling, repair code deficiencies, address health & safety items. The City of Maplewood is partnering with NeighborWorks to assure the project funds are properly being utilized and all work completed. In cases where building permits are necessary, Maplewood city inspectors will be another level of scrutiny to ensure the repairs were appropriately made and the project closed out. In addition, the loans will be monitored to ensure all loans have been executed and all funds have been expended.</p> <p>The MN Housing Grant of \$225,000 will be utilized for helping fund the Maplewood Home Improvement Program. Specifically, the funds will cover loan amounts and fees associated with loans that can range between \$5,000-\$40,000. After the use of the Public New Revenue Funds from</p>

	<p>Maplewood of \$300,000, the funds will then be drawn from the \$225,000 MN Housing grant. We anticipate a range of loans depending on the type of rehab work to be completed. Based on common loan amounts from similar programs in other cities, we estimate the following ranges: 3-5 loans in the range of \$5,000-\$20,000/ 4-11 loans in the range of \$20,000 - 40,000.</p> <p>The maximum loan amount is \$40,000. The minimum loan amount is \$5,000.</p> <p>Borrower Eligibility:</p> <ul style="list-style-type: none"> · Credit: Standard underwriting criteria apply including review of a credit report. · Debt to Income Limit: Borrower's gross monthly debts cannot exceed 50% of gross monthly income. · Income Limit: Household income at or below 115% of the state median income for all household sizes. <p>Property Eligibility:</p> <ul style="list-style-type: none"> · Single family (1-4 unit) detached and attached properties located within the City of Maplewood. · Must be owner-occupied. · Condominiums & townhouses; however, only individual interior repairs are eligible (unless related to an energy efficiency, etc. that extends outside the home). In cases of condominiums and townhomes, the improvement shall not be for the purpose of improving common ownership areas. · The borrower's combined mortgage debt including the Maplewood Loan cannot exceed 100% of the property value, based on the taxable market value as determined by Ramsey County for the current year. 65% of the amount of the Maplewood Home Repair Loan will be added to the current value in making this calculation. · Borrower's existing first mortgage must be a prime/A-rated fixed rate mortgage loan. · In cases where the property is governed by an active Homeowner's Association and the work to be completed may have an exterior component (such as energy efficiency where an element of the project extends to the exterior), the
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	<p>applicant must receive written approval for planned exterior improvements in accordance with the guidelines of this loan program and association by-laws and/or covenants</p>
<p>Households Served:</p> <p>How will you demonstrate that this program or project is serving households at or below 115% State Median Income?</p> <p><i>Please note the governing statute refers to State Median Income, not Area Median Income.</i></p>	<p>Borrower Eligibility: · Credit: Standard underwriting criteria apply including review of a credit report.</p> <p>· Debt to Income Limit: Borrower's gross monthly debts cannot exceed 50% of gross monthly income.</p> <p>· Income Limit: Household income at or below 115% of the state median income for all household sizes.</p> <p>Required income documents - Borrowers must provide the following documentation within 30-days of application for all household members over 18+, as applicable:</p> <ul style="list-style-type: none"> ▪ Federal and State tax returns with all forms, schedules, W2's, and attachments for the most recent two years ▪ Employment: <ul style="list-style-type: none"> ○ Part-time, second job: ○ Overtime, Commission, Bonuses, Tips: ○ Seasonal employment: ▪ Self-Employment : 2yrs tax returns + profit/loss – current year ▪ Social Security: Annual Statement from the Social Security Administration for Social Security, SSI, RSDI, SSDI or 2 months most recent bank statements ▪ Disability Income: benefit letter(s) showing the date benefits started, the amount of the payment(s) and the schedule of payment.

	<ul style="list-style-type: none"> ▪ Economic Assistance: current benefit award letter or benefit statement ▪ Child Support, Alimony/ Separate Maintenance: a copy of the current support decree and documentation of the last six months of payments. <p>Annual income is used for the purposes of determining income eligibility.</p> <ol style="list-style-type: none"> 1. Income verification is valid for 120 days 2. 2 months of most recent bank statement 3. File QC requirements: <ol style="list-style-type: none"> a. HI quality control checklist
<p>Responsible Personnel:</p> <p>Who are the primary staff responsible for completing this activity and working on this project? Please describe their role(s) and responsibilities.</p>	<p>City of Maplewood Staff:</p> <ul style="list-style-type: none"> - Danette Parr, Community Development Director and serves as a connection between all internal parts of the program administration to assist with troubleshooting issues that arise or ask questions of MN Housing. - Regan Beggs, Admin Lead for program – assists as needed with city website updates for program, answering questions, etc. - Joe Rueb- Finance Director, ensures financial aspects are addressed and administers processing of funds. <p>NeighborWorks Staff:</p> <ul style="list-style-type: none"> - Casey Ware – Director of Lending – overall questions – provides oversight for the program – - Marie Malrick – Senior Lending Advisor – will be the lead staff member working with potential loan applicants on their loan in process. - Nina Thao – Operations Coordinator – lead staff on loan servicing – contact for any questions for clients or reporting needs on servicing. - Beth Hyser – Chief Program Officer – back-up for any of the above. - Jason Peterson – Executive Director – finance questions or back up for any of the above. - Travis Ferguson – Director of Finance and Operations – back-up for finance questions or loan servicing questions.

<p>Program Deliverables:</p> <p>How will the program or project activities be measured to determine if program outcomes are being met?</p> <p><i>Required annual reporting information may include program or project progress reporting, grant and matching New Public Revenue expenditures, and communities benefitting from grant funds, and any other information Minnesota Housing requests regarding use of grant funds.</i></p> <p><i>Reporting documents and submittal instructions will be available on Minnesota Housing's website.</i></p>	<p>The planned outcome for this program is for all funds to be expended within 3-years to support reinvestment of local housing that is in need of repairs and upgrades. As applicants are evaluated to make sure they meet the program requirements, and the loans are administered, all supporting documents associated with the process such as loan documents, invoices, receipts and contracts will be supplied to MN Housing through the BOX.com system. Annual reports will be provided and overall reinvestment calculated. Application Process: Completed applications will be processed by NeighborWorks on first-come, first-served basis, as funds are available until all program funds are committed. After loan approval, borrowers will be contacted regarding a closing to sign a Promissory Note, Mortgage and subordination disclosure.</p> <p>Loan Costs: Borrowers will be charged a credit report fee at time of application. The title policy fee may be financed through the loan. The recording fees to Ramsey County will be paid by the borrower at closing.</p> <p>Contractors & Permits: Contractors must be properly insured and licensed by the State of Minnesota when required. Permits must be obtained when required by city code. Two bids are required for work that exceeds \$5,000. Borrowers must attain required bids and can seek assistance from NeighborWorks in this process.</p> <p>Total Project Cost: It is the borrower's responsibility to obtain the amount of funds necessary to finance the entire cost of the work. If the final cost exceeds the loan amount, the borrower must obtain the additional funds. Borrower's contribution to project cost must be paid prior to release of loan funds.</p> <p>Work Completion: Weather permitting, work must be completed within 120 days of loan closing.</p> <p>Disbursement Process: Loan funds will remain in escrow with NeighborWorks until payment for completed work. The following items must be received before the funds can be released:</p> <ol style="list-style-type: none"> 1. Final Invoice from each contractor showing all amounts paid and due. 2. W-9 from each contractor prior to payment. 3. Lien Waiver signed by each contractor. 4. Completion Certificate signed by each contractor and the borrower.
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	<p>5. Documentation that permits are closed.</p> <p>6. Photos of completed work sent to NeighborWorks staff for review.</p>
<p>Timeline:</p> <p>What is the timeline for completing the activity/activities outlined above?</p> <p><i>Project activities must be completed within the 3-year grant contract period.</i></p>	<p>The loan program will launch in the spring of 2026 with all loans distributed and rehab work completed before the spring of 2029. The timeline is that all \$525,000 funds will be expended within the 3-year grant contract period.</p>

Program or Project Outcome #2: Grant Funds (Additional program or projects)	
Program Requirement	Grantee Response
<p>Activity:</p> <p>Describe the primary program or project activity for which grant funds will be utilized.</p> <p>This Activity is for (check one):</p> <p><input type="checkbox"/> Grants, loans, or loan guarantees</p> <p><input type="checkbox"/> Matching other funds</p> <p><input type="checkbox"/> Down payment assistance, rental assistance, or homebuyer counseling services</p>	N/A
<p>Households Served:</p> <p>How will you demonstrate that this program or project is serving households at or below 115% State Median Income?</p> <p><i>Please note the governing statute refers to State Median Income, not Area Median Income.</i></p>	N/A
<p>Responsible Personnel:</p> <p>Who are the primary staff responsible for completing this activity and working on this project? Please describe their role(s) and responsibilities.</p>	N/A

<p>Program Deliverables:</p> <p>How will the program or project activities be measured to determine if program outcomes are being met?</p> <p><i>Required annual reporting information may include program or project progress reporting, grant and matching New Public Revenue expenditures, and communities benefitting from grant funds, and any other information Minnesota Housing requests regarding use of grant funds.</i></p> <p><i>Reporting documents and submittal instructions will be available on Minnesota Housing's website.</i></p>	<p>N/A</p>
<p>Timeline:</p> <p>What is the timeline for completing the activity/activities outlined above?</p> <p><i>Project activities must be completed within the 3-year grant contract period.</i></p>	<p>N/A</p>

Program or Project Outcome #3: Matching New Public Revenue Funds	
Program Requirement	Grantee Response
<p>Activity:</p> <p>Describe the primary activity for which matching New Public Revenue funds will be utilized or have been utilized.</p> <p><i>For the purposes of this program, New Public Revenue is defined as local income that is committed to the Local Housing Trust Fund on or after June 29, 2021, from any source other than the state or federal government.</i></p> <p>This Activity is for (check one):</p> <p><input checked="" type="checkbox"/> Grants, loans, or loan guarantees</p> <p><input type="checkbox"/> Matching other funds</p> <p><input type="checkbox"/> Down payment assistance, rental assistance, or homebuyer counseling services</p>	<p>This grant funds will be utilized to support a program offering home improvement loans to Maplewood residents to encourage and assist with needed home repairs.</p> <p>The loan program will help meet needs associated with deferred maintenance, energy efficiencies, accessibility, and conditions in need of renovation on the interior and exterior of the home including but not limited to roofs, siding, windows, driveways, structural retaining walls, existing fences and other components of the property; general home remodeling, repair code deficiencies, address health & safety items. The City of Maplewood is partnering with NeighborWorks to assure the project funds are properly being utilized and all work completed. In cases where building permits are necessary, Maplewood city inspectors will be at another level of scrutiny to ensure the repairs were appropriately made and the project closed out. In addition, the loans will be monitored to ensure all loans have been executed and all funds have been expended. The Maplewood Economic Development Authority contributed \$300,000 from its general fund to the Maplewood Local Housing Trust Fund to be utilized for matching the MN Housing Fund grant and ultimate funding of the Maplewood Home Improvement Program. Specifically, the funds will cover loan amounts and fees associated with loans that can range between \$5,000-\$40,000. After the use of the \$300,000 Public New Revenue Funds from Maplewood, the additional loan funds will be drawn from the \$225,000 from the MN Housing grant. We anticipate a range of loans depending on the type of rehab work to be completed. Based on common loan amounts from similar programs in other cities, we estimate the following ranges: 3-5 loans in the range of \$5,000-\$20,000/ 4-11 loans in the range of \$20,000-40,000.</p> <p>The maximum loan amount is \$40,000. The minimum loan amount is \$5,000.</p> <p>Borrower Eligibility:</p> <ul style="list-style-type: none"> · Credit: Standard underwriting criteria apply including review of a credit report. · Debt to Income Limit: Borrower's gross monthly debts cannot exceed 50% of gross monthly income.

	<ul style="list-style-type: none"> · Income Limit: Household income at or below 115% of the state median income for all household sizes. <p>Property Eligibility:</p> <ul style="list-style-type: none"> · Single family (1-4 unit) detached and attached properties located within the City of Maplewood. · Must be owner-occupied. · Condominiums & townhouses, however, only individual interior repairs are eligible (unless related to an energy efficiency, etc that extends outside the home). In cases of condominiums and townhomes, the improvement shall not be for the purpose of improving common ownership areas. · The borrower's combined mortgage debt including the Maplewood Loan cannot exceed 100% of the property value, based on the taxable market value as determined by Ramsey County for the current year. 65% of the amount of the Maplewood Home Repair Loan will be added to the current value in making this calculation. Applicants may also submit a third-party appraisal or market analysis that has been completed within the last 12 months. Such appraisal or market analysis is to be obtained by the applicant at their expense. · Borrower's existing first mortgage must be a prime/A-rated fixed rate mortgage loan. · In cases where the property is governed by an active Homeowner's Association and the work to be completed may have an exterior component (such as energy efficiency where an element of the project extends to the exterior), the applicant must receive written approval for planned exterior improvements in accordance with the guidelines of this loan program and association by-laws and/or covenants
<p>Responsible Staff:</p> <p>Who are the primary staff responsible for completing this activity and working on this project? Please describe their role(s) and responsibilities.</p>	<p>City of Maplewood Staff:</p> <ul style="list-style-type: none"> - Danette Parr, Community Development Director and serves as a connection between all internal parts of the program administration to assist with troubleshooting issues that arise or ask questions of MN Housing. - Regan Beggs, Admin Lead for program – assists as needed with city website updates for program, answering questions, etc. - Joe Rueb- Finance Director, ensures financial aspects are addressed and administers processing of funds. <p>NeighborWorks Staff:</p> <ul style="list-style-type: none"> - Casey Ware – Director of Lending – overall questions – provides oversight for the program –

	<ul style="list-style-type: none"> - Marie Malrick – Senior Lending Advisor – will be the lead staff member working with potential loan applicants on their loan in process. - Nina Thao – Operations Coordinator – lead staff on loan servicing – contact for any questions for clients or reporting needs on servicing. - Beth Hyser – Chief Program Officer – back-up for any of the above. - Jason Peterson – Executive Director – finance questions or back up for any of the above. - Travis Ferguson – Director of Finance and Operations – back-up for finance questions or loan servicing questions.
<p>Deliverables:</p> <p>How will the program or project activities be measured to determine if program outcomes are being met?</p> <p><i>Required annual reporting information may include program or project progress reporting, grant and matching New Public Revenue expenditures, and communities benefitting from grant funds, and any other information Minnesota Housing requests regarding use of grant funds.</i></p> <p><i>Reporting documents and submittal instructions will be available on Minnesota Housing’s website.</i></p>	<p>The planned outcome for this program is for all funds to be expended within 3-years to support reinvestment of local housing that is in need of repairs and upgrades. As applicants are evaluated to make sure, they meet the program requirements, and the loans are administered, all supporting documents associated with the process such as loan documents, invoices, receipts and contracts will be supplied to MN Housing through the BOX.com system. Application Process: Completed applications will be processed by NeighborWorks on first-come, first-served basis, as funds are available until all program funds are committed. After loan approval, borrowers will be contacted regarding a closing to sign a Promissory Note, Mortgage and subordination disclosure.</p> <p>Loan Costs: Borrowers will be charged a credit report fee at time of application. The title policy fee may be financed through the loan. The recording fees to Ramsey County will be paid by the borrower at closing.</p> <p>Contractors & Permits: Contractors must be properly insured and licensed by the State of Minnesota when required. Permits must be obtained when required by city code. Two bids are required for work that exceeds \$5,000. Borrowers must attain required bids and can seek assistance from NeighborWorks in this process.</p> <p>Work by Owner: Work can be performed on a sweat equity basis. Loan funds cannot be used to compensate for labor, only for materials. The cost of purchasing tools and equipment and the delivery of materials are ineligible expenditures. Materials must be purchased and installed prior to the disbursement of loan proceeds. When applicable, a building permit must be obtained by the borrower and must be closed prior to funds disbursements.</p> <p>Total Project Cost: It is the borrower’s responsibility to obtain the amount of funds necessary to finance the entire cost of the work. If the final cost exceeds the loan amount, the borrower must obtain the additional funds. Borrower’s contribution to project cost must be paid prior to release of loan funds.</p>

	<p>Work Completion: Weather permitting, work must be completed within 120 days of loan closing.</p> <p>Disbursement Process: Loan funds will remain in escrow with NeighborWorks until payment for completed work. The following items must be received before the funds can be released:</p> <ol style="list-style-type: none"> 1. Final Invoice from each contractor showing all amounts paid and due. 2. W-9 from each contractor prior to payment. 3. Lien Waiver signed by each contractor. 4. Completion Certificate signed by each contractor and the borrower. 5. Documentation that permits are closed. 6. Photos of completed work sent to NeighborWorks staff for review.
<p>Timeline:</p> <p>What is the timeline for completing the activity/activities outlined above?</p> <p><i>Project activities must be completed within the 3-year grant contract period.</i></p>	<p>The timeline is that all \$525,000 funds will be expended within the 3-year grant contract period.</p>

EXHIBIT B: 2025 Local Housing Trust Fund Grants Program Budget				
<p>Instructions: Please provide Program or Project Activity information for which grant funds and matching New Public Revenue funds will be used and on which line items grant funds are being spent. New Public Revenue is defined as local income that is committed to the Local Housing Trust Fund on or after June 29, 2021, from any source other than the state or federal government. Per Minn.Stat. §462C.16, Subd. 3, authorized expenditures for this grant program include:</p> <ul style="list-style-type: none"> • Making grants, loans and loan guarantees for the development, rehabilitation or financing of housing; • Matching other funds from federal, state or private resources for housing projects; • Providing downpayment assistance, rental assistance and homebuyer counseling services; and • Allowing administrative expenses, up to 10% of the Local Housing Trust Fund Program grant. <p>If part of a larger project, such as a housing development, you do not need to include the entire project budget. Provide one funding source per line item. You may have a Program or Project Activity listed more than once. If matching funds have already been expended, please provide that information in Column E.</p>				
Grantee: City of Maplewood		Administering Entity: Maplewood Economic Development Authority		
Budget				
Program or Project Activity	Grant Funds Budgeted	Notes	Public Revenue	Funding Source and Notes
<p>The funds will be used to fund the Maplewood Home Improvement Program. Specifically, the funds will cover loan amounts and fees</p> <p>The program will improve the conditions of the interior and exterior of the borrowers home including but not limited to roofs, siding, windows, driveways, structural retaining walls, existing fences and other components of the property; general home remodeling, repair code deficiencies, address health and safety items, improve accessibility, and/or improve energy efficiency (insulation, water heater, mechanical improvements, windows etc.)</p>	\$ 202,500.00	<p>The MN Housing Grant of \$225,000 will be utilized for helping fund the Maplewood Home Improvement Program. Specifically, the funds will cover loan amounts and fees associated with loans that can range between \$5,000-\$40,000. After the use of the Public New Revenue Funds from Maplewood of \$300,000, the funds will be drawn from the \$225,000 from MN Housing. We anticipate a range of loans depending on the type of rehab work to be completed. Based on common loan amounts from similar programs in other cities, we estimate the following ranges: 3-5 loans in the range of \$5,000-\$20,000/ 4-11 loans in the range of \$20,000 -40,000.</p>	\$ 270,000.00	<p>The Maplewood Economic Development Authority contributed \$300,000 from its general fund to the Maplewood Local Housing Trust Fund to be utilized for matching the MN Housing Fund grant and ultimate funding of the Maplewood Home Improvement Program. Specifically, the funds will cover loan amounts and fees associated with loans that can range between \$5,000-\$40,000. After the use of the \$300,000 Public New Revenue Funds from Maplewood, the additional loan funds will be drawn from the \$225,000 from MN Housing. We anticipate a range of loans depending on the type of rehab work to be completed. Based on in the range of \$20,000 -40,000.</p>
Subtotal Program or Project Activities	\$ 202,500.00		\$ 270,000.00	
Administrative Expenses*	Grant Funds Budgeted	Notes	Public Revenue	Funding Source and Notes
<p>Costs of underwriting, loan origination, project management, closing, construction manager engagement, etc</p>	\$ 22,500.00	<p>the project. Generally, it depends on the number of loans that need to be processed and managed. If the entire 10% isn't needed for the loan administration, the funds can be freed up to allow additional loans.</p>	\$ 30,000.00	<p>The administration expenses will vary, depending on aspects of the project. Generally it depends on the number of loans that need to be processed and managed. If the entire 10% isn't needed for the loan administration, the funds can be freed up to allow additional loans.</p>
Subtotal Administrative Expenses	\$ 22,500.00		\$ 30,000.00	
<i>*Cannot exceed 10% of the total budget. Administrative Expenses include, but are not limited to, staffing expenses, office expenses, travel expenses, insurance and legal fees.</i>				
Budget Summary				
	Grant Funds Total	Percent of Total Grant Funds	Public Revenue Funds Total	Percent of Total Matching Funds
Program or Project Activities	\$ 202,500.00	90%	\$ 270,000.00	90%
Administrative Expenses	\$ 22,500.00	10%	\$ 30,000.00	10%
TOTAL	\$ 225,000.00		\$ 300,000.00	



Maplewood Home Improvement Program

Program Overview: The City of Maplewood is offering home repair loans to residents to encourage home renovation and increase home values within the city. Current available dollars for loans are based upon the fund balance for any given period.

Loan Amount: The maximum loan amount is \$40,000. The minimum loan amount is \$5,000.

Interest Rate & Loan Term: The loan offers a low interest rate, and the monthly payment will be fixed. The maximum loan term is 20 years, depending on loan amount. Loan is due upon sale, transfer of title, refinance or if the property ceases to be owner-occupied. A .25% discount rate will be offered to borrowers aged 65 or older or who are military veterans.

Loan Security: All loans will be secured by a mortgage in favor of the City of Maplewood. The loan may be secured in a subordinate lien position behind other loans in accordance with the loan subordination policy.

Borrower Eligibility:

- **Credit:** Standard underwriting criteria apply including review of a credit report.
- **Debt to Income Limit:** Borrower's gross monthly debts cannot exceed 50% of gross monthly income.
- **Income Limit:** Household income at or below 115% of the state median income.

Property Eligibility:

- Single family (1-4 unit) detached and attached properties located within the City of Maplewood.

- Must be owner-occupied.
- Condominiums & townhouses; however, only individual interior repairs are eligible (unless related to energy efficiency, etc. that extends outside the home). In cases of condominiums and townhomes, the improvement shall not be for the purpose of improving common ownership areas.
- The borrower's combined mortgage debt, including the Maplewood home repair loan, cannot exceed 100% of the property value, based on the taxable market value as determined by Ramsey County for the current year. 65% of the amount of the Maplewood home repair loan will be added to the current value in making this calculation. Applicants may also submit a third-party appraisal or market analysis that has been completed within the last 12 months. Such appraisal or market analysis is to be obtained by the applicant at their expense.
- Borrower's existing first mortgage must be a prime/A-rated fixed rate mortgage loan.
- In cases where the property is governed by an active Homeowner's Association and the work to be completed may have an exterior component (such as energy efficiency where an element of the project extends to the exterior), the applicant must receive written approval for planned exterior improvements in accordance with the guidelines of this loan program and association by-laws and/or covenants.

Eligible Improvements:

- Improve the conditions of the interior and exterior of the home including, but not limited to roofs, siding, windows, driveways, structural retaining walls, existing fences and other components of the property, general home remodeling, repair code deficiencies, address health & safety items.
- Improve accessibility; and/or
- Improve energy efficiency (insulation, water heater, mechanical improvements, windows etc.)

Ineligible Improvements: Recreational/luxury improvements, working capital, debt service or refinancing of existing debts.

APPLICATION & LOAN DISBURSEMENT PROCESS

DO NOT SIGN ANY CONTRACTS OR START YOUR PROJECT UNTIL A CLOSING HAS TAKEN PLACE. ANY PROJECT BEGUN BEFORE A LOAN CLOSING HAS TAKEN PLACE WILL BE INELIGIBLE FOR PARTICIPATION IN THE PROGRAM.

Homeowner Association By-Laws & Covenants: Loan applicants from single family attached or zero lot line detached homes with an active Homeowner's Association will be required to provide written approval from the Homeowner's Association certifying the exterior improvements to be funded through this loan program are permissible under governing by-laws and/or covenants of the association.

The City of Maplewood and representative agencies associated with the administration of this program are not liable or responsible for any violations of association by-laws and/or covenants by the applicant for improvements undertaken through this loan program.

Application Process: Completed applications will be processed by NeighborWorks on first-come, first-served basis, as funds are available until all program funds are committed. After loan approval, borrowers will be contacted regarding a closing to sign a Promissory Note, Mortgage and subordination disclosure.

Loan Costs: Borrowers will be charged a credit report fee at time of application. The title policy fee may be financed through the loan. The recording fees to Ramsey County will be paid by the borrower at closing.

Contractors & Permits: Contractors must be properly insured and licensed by the State of Minnesota when required. Permits must be obtained when required by city code. Two bids are required for work that exceeds \$5,000. Borrowers must attain required bids and can seek assistance from NeighborWorks in this process.

Work by Owner: Work can be performed on a sweat equity basis. Loan funds cannot be used to compensate for labor, only for materials. The cost of purchasing tools and equipment and the delivery of materials are ineligible expenditures. Materials must be purchased and installed prior to the disbursement of loan proceeds. When applicable, a building permit must be obtained by the borrower and must be closed prior to funds disbursement.

Total Project Cost: It is the borrower's responsibility to obtain the amount of funds necessary to finance the entire cost of the work. If the final cost exceeds the loan amount, the borrower must obtain the additional funds. Borrower's contribution to project cost must be paid prior to release of loan funds.

Work Completion: Weather permitting, work must be completed within 120 days of loan closing.

Disbursement Process: Loan funds will remain in escrow with NeighborWorks until payment for completed work. The following items must be received before the funds can be released:

1. Final Invoice from each contractor showing all amounts paid and due.
2. W-9 from each contractor prior to payment.
3. Lien Waiver signed by each contractor.
4. Completion Certificate signed by each contractor and the borrower.
5. Documentation that permits are closed.
6. Photos of completed work sent to NeighborWorks (NMHP) staff for review.

Homeowners are required to attain and submit the above required documentation. It may take up to 10 business days after receipt of above items to prepare checks.

Program Disclaimer: The City of Maplewood maintains the right to at any time to change or discontinue the Maplewood Home Improvement Loan Program. The potential changes may impact the maximum/minimum loan amount, loan term, interest rate, and/or qualifications for borrower, property and improvement eligibility.

CITY COUNCIL STAFF REPORT

Meeting Date March 9, 2026

REPORT TO: Michael Sable, City Manager

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

PRESENTER: Danette Parr, Community Development Director

AGENDA ITEM: Century Ponds Development, 601 Century Avenue South
 a. Final Plat Resolution
 b. Preliminary Development Agreement

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Summary:

On October 27, 2025, the city council approved a planned unit development for a residential development consisting of 133 detached single-family homes and 73 townhouse units on the former Battle Creek golf course. The development will be located in the southwest quadrant of Lower Afton Road East and Century Avenue South. The City Council is requested to approve the final plat for the first phase of this project and a preliminary development agreement.

Recommended Action:

- a. Motion to approve the final plat resolution to authorize the Century Ponds for 84 single-family and 34 townhomes at 601 Century Avenue South.
- b. Motion to approve a Preliminary Development Agreement with Century Ponds of MN LLC.

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: All necessary improvements for the streets, utilities and homes will be constructed and funded by the Developer.

Strategic Plan Relevance:

- Safety Focus Area:
- Sustainability Focus Area:
- Development Focus Area: Promote residential development and thoughtful redevelopment

This development will provide additional housing opportunities in the city and redevelop a vacant golf course site.

Background:

DR Horton's Planned Unit Development (PUD) will include 206 dwelling units, 133 of which are proposed single-family homes on two different lot sizes (55' and 65' lots) and 73 of which are attached townhomes. Each unit has an attached two- or three-car garage. The proposed project's total lot area is 92.23 acres. The site is located along Century Avenue South, between Linwood Avenue East and Lower Afton Road East.

The single-family homes are on the northern end of the parcel, with access via Lower Afton Road East and Century Avenue South. The townhomes are in the southern portion of the parcel, with access via Linwood Avenue East. Due to the site's preserved wetlands, vehicle access is not permitted between the two parts of the development. The proposed development includes a 1.73-acre public park and 1.80 miles of public paved trail.

The City Council is requested to approve the final plat for the first phase of this project and a preliminary development agreement. The Century Ponds final plat will include 84 single-family homes and 34 townhomes, and will create public rights-of-way for streets and utilities, as well as the parcel of property for the public park. The remaining home lots will be platted in a future second phase. DR Horton is also bringing in a partner developer, Nathan Fair of Century Ponds of MN LLC. Mr. Fair is an experienced developer in the Twin Cities, and all project requirements and conditions of approval will still be in place regardless of who serves as the master developer. In addition, DR Horton is still a partner in the project, as they will be building the homes. Mr. Fair's group will be responsible for the overall site work and public infrastructure construction.

Final Plat – First Phase

When the city council approved the preliminary plat last fall, several conditions had to be met before final plat approval could be granted. The applicants have submitted the required documentation for final plat approval, including a title commitment for the property at 601 Century Avenue South. The Maplewood City Attorney reviewed the title commitment and submitted the attached plat opinion letter. The plat opinion letter details minor modifications needed on the plat prior to the city signing the final plat for recording.

The city's engineering and environmental staff have also reviewed the final plat plans submitted by the applicant and found them to be consistent with the conditions of approval from last fall and other city requirements. Both engineering and environmental will require minor modifications to the plans before the city will sign the plan. These requirements are detailed in the attached reports.

Preliminary Development Agreement

On October 27, 2025, the city council granted preliminary plat approval for the Century Ponds development. A condition of approval required the developer to comply with Minnesota Department of Natural Resources and U.S. Fish & Wildlife Service guidelines restricting tree-removal activities to specific seasonal timeframes. To meet these environmental timing requirements, the developer has requested permission to begin tree removal before the final plat is recorded. The city may allow this early work only under a Preliminary Development Agreement, which sets strict limits, conditions, and financial guarantees to protect the city.

The Preliminary Development Agreement authorizes the developer to conduct limited "Preliminary Work," defined exclusively as removal of designated trees, in a manner consistent with environmental guidelines and city-approved plans. No other grading, utility work or subdivision improvements are permitted.

The developer may not begin tree removal until several prerequisites are met. These include acquiring full fee title to the property, executing the Preliminary Development Agreement, and submitting a staff-approved Preliminary Work Plan. In addition, the city must receive an escrow, and all legal, engineering and administrative costs incurred by the city to date must be paid. Required erosion-control measures must be installed, all necessary external permits must be obtained, and the developer must participate in a pre-work meeting with city staff. Only after all these conditions are satisfied and the city issues a formal Notice to Proceed may tree-removal activities begin.

The full Development Agreement will be brought to the city council at an upcoming meeting, outlining all expectations and requirements of the developer. This agreement will also include detailed information regarding the new public park to be constructed as part of this project.

Attachments:

1. Final Plat Resolution
2. Preliminary Development Agreement
3. Applicant Narrative
4. Final Plat
5. Plat Opinion Letter
6. February 24, 2026, Environmental Review
7. February 23, 2026, Engineering Review

FINAL PLAT RESOLUTION

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

Section 1. Background.

1.01 D.R. Horton and Century Ponds of MN LLC have requested approval of a final plat for Century Ponds, where 84 single-family and 34 townhomes will be constructed.

1.02 This final plat applies to the property at 601 Century Avenue South in Maplewood, Minnesota.

1.03 The property for the Century Ponds plat is legally described as:

That part of the Southeast Quarter of the Northeast Quarter, lying Southwesterly of Lower Afton Road as described in Document 1613681, on file and of record in the office of the County Recorder, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof, Ramsey County, Minnesota.

Also:

The Northeast Quarter of the Southeast Quarter, EXCEPT the East 1.6 Rods, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof, Ramsey County, Minnesota.

Also:

The Southeast Quarter of the Southeast Quarter EXCEPT the South 574.00 feet of the West 600.00 feet, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof, Ramsey County, Minnesota.

Abstract Property

Section 2. Final Plat Standards

2.01 City ordinance requires that subdivisions and platting be subject to the procedures and application requirements established in Chapter 34 - Subdivisions of the Maplewood City Code.

Section 3. Findings

3.01 The proposal meets the specific platting standards.

Section 4. City Review Process

4.01 The City conducted the following review when considering this final plat request.

1. On September 16, 2025, the planning commission held a public hearing. City staff published a hearing notice in the Pioneer Press and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approve the preliminary plat.

2. On October 27, 2025, the city council discussed the preliminary plat. They considered reports and recommendations from the planning commission and city staff and approved the Century Ponds preliminary plat.
3. On March 9, 2026, the city council reviewed the Century Ponds final plat.

Section 5. City Council

5.01 The above described Century Ponds final plat is _____ based on the findings outlined in section 3 of this resolution. Approval is subject to, and only effective upon, the following conditions:

1. All conditions of the Preliminary Plat approval shall remain in full force and effect.
2. Plat approval and release shall be conditional on adherence to all requirements of the city attorney, including, but not necessarily limited to, any express requirements contained in the city attorney's plat opinion.
3. Prior to the City signing the final plat for recording, the applicant must submit the following:
 - a. A Development Agreement shall be fully executed prior to the release of the Final Plat for recording.
 - b. Applicant shall submit payment of all costs associated with the preliminary plat application.
 - c. Submit revised plans that meet the requirements of the February 24, 2026, Environmental Review.
 - d. Submit revised plans that meet the requirements of the February 23, 2026, Engineering Review

PRELIMINARY DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MAPLEWOOD

AND

CENTURY PONDS OF MN LLC

REGARDING

CENTURY PONDS

This document drafted by:

Kennedy & Graven, Chartered
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300 (RHB)

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This Preliminary Development Agreement (the “Preliminary Agreement”) is made and entered into this ____ day of _____, 2026, by and between the city of Maplewood, a municipal corporation under the laws of Minnesota (the “City”), and Century Ponds MN LLC, a limited liability company under the laws of Minnesota (the “Developer”), each a “Party” and, collectively, the “Parties”.

WITNESSETH:

WHEREAS, on October 27, 2025, the City adopted Resolution 25-10-2440 granting approval of the preliminary plat of Century Ponds (the “Subdivision”) and other land use approvals (collectively, the “City Approvals”); and

WHEREAS, among the conditions of the City Approvals is a requirement that the Developer adhere to the guidelines of the Minnesota Department of Natural Resources and the United States Fish and Wildlife Service on timeframes for tree removal (collectively, the “Guidelines”); and

WHEREAS, the Developer has requested permission to remove designated trees within the Subdivision prior to approval of the definitive development agreement regarding the Subdivision to ensure compliance with the Guidelines; and

WHEREAS, the City is willing to allow the Developer to conduct tree removal if such work is conducted in accordance with this Preliminary Agreement, the Guidelines and all other relevant statutes, ordinances and regulations.

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

1. Right to Proceed. In connection with approval of the final plat of the Subdivision, the Developer and the City intend to enter into a planned unit development agreement (the “Subdivision Agreement”) which will provide for the completion of the public and private streets, sanitary sewer, water, stormwater facilities and other improvements for the Subdivision (the “Subdivision Improvements”), as well as other conditions of the City Approvals. In the interim and at the request of the Developer, the City agrees to allow the Developer to engage in the Preliminary Work, as hereinafter defined, in accordance with this Preliminary Agreement. The Developer may not engage in any portion of the Preliminary Work until all the following conditions precedent have been satisfied:

- a) the Developer has acquired fee title to the real property comprising the Subdivision;
- b) this Preliminary Agreement has been executed by the Developer and the City;
- c) the required Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;

- d) plans for the Preliminary Work have been submitted by the Developer and approved by the City and the City has issued the Phase I Grading Permit (as hereinafter defined);
- e) the Developer has reimbursed the City for all legal, engineering and administrative expenses incurred by the City to date regarding the Subdivision, the City Approvals and this Preliminary Agreement and has deposited with the City the escrow required by section 6 b) of this Preliminary Agreement;
- f) all necessary erosion and sediment control measures are in place;
- g) prior to initiating the Preliminary Work, the Developer has received all required permits from the Ramsey & Washington Metropolitan Watershed District, the Minnesota Pollution Control Agency, Ramsey County, and any other entity having jurisdiction over the Preliminary Work in the Subdivision;
- h) the Developer has initiated and attended a meeting with the City staff; and
- i) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed with the Preliminary Work.

2. Plans for Preliminary Work; Phase I Grading Permit. a) The Preliminary Work consists of removal of designated trees within the Subdivision in a manner consistent with the Guidelines. The Developer agrees to pursue the Preliminary Work in accordance with the City Approvals and a Phase I Grading Permit (the "Phase I Grading Permit"). The Phase I Grading Permit will be issued by the City and will include the approved plans for the Preliminary Work (collectively, the "Preliminary Work Plans"). All work must be done in strict compliance with the Phase I Grading Permit and the Preliminary Work Plans. Within 30 days after completion of the Preliminary Work, the Developer shall notify the City of completion of the Preliminary Work. The documents which constitute the Preliminary Work Plans are those approved by the City in the Phase I Grading Permit and are listed on Exhibit B attached hereto. The Preliminary Work Plans may not be modified or expanded by the Developer without the prior written approval of the City. The Phase I Grading Permit will require the Developer to pay the City's tree replacement escrow in the amount of \$55,500.

b) The Developer agrees to ensure that all heavy equipment used in connection with the Preliminary Work will access the Subdivision from Lower Afton Road or Century Avenue and will be staged in the existing parking lot. All Preliminary Work performed by or on behalf of the Developer shall be restricted to the hours of 7:00 a.m. through 7:00 p.m., Monday through Saturday.

3. Erosion Control. The Preliminary Work shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City's most recent permit with the Minnesota Pollution Control Agency regarding municipal separate storm sewer system program. An erosion control plan for the Subdivision shall be implemented by the Developer as approved by the City prior to beginning any of the Preliminary Work. The City may impose additional erosion control requirements after the City's initial approval if the City deems such necessary due to a change in conditions. All areas

disturbed by the Preliminary Work shall be stabilized promptly after the completion of the work in that area. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems reasonably appropriate to control erosion based on the urgency of the situation. The City agrees to provide reasonable notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but limited or no notice by the City when conditions so dictate will not affect the Developer's obligations or the City's rights hereunder. The Developer agrees to reimburse all expenses reasonably incurred by the City in connection with such actions. No Preliminary Work shall be allowed unless the Developer is in full compliance with the erosion control requirements. The erosion control measures specified in the Phase I Grading Permit and the Preliminary Work Plans or otherwise required within the Subdivision shall be binding on the Developer, its successors and assigns.

4. Developer's Risk; No Additional Improvements Authorized. At the time of approval of the final plat of the Subdivision the City and the Developer intend to enter into the Subdivision Agreement for completion of the remainder of the Subdivision Improvements. Nothing in this Preliminary Agreement is intended to authorize the Developer to construct the Subdivision Improvements. Authorization under this Preliminary Agreement is limited exclusively to the Preliminary Work listed on the Preliminary Work Plans in Exhibit B and as authorized in the Phase I Grading Permit. The City is entering into this Preliminary Agreement at the request of and as an accommodation to the Developer. The Developer understands and acknowledges that proceeding with the Preliminary Work is at the Developer's risk.

5. Letter of Credit. a) To ensure completion of the Preliminary Work authorized under this Preliminary Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any Preliminary Work a letter of credit (the "Preliminary Work Letter of Credit") in the amount of \$9,000, which represents 150 percent of the estimated cost of any erosion control costs associated with the Preliminary Work. The Preliminary Work Letter of Credit shall be delivered to the City prior to beginning any work within the Subdivision and shall renew automatically thereafter until released by the City.

b) The Preliminary Work Letter of Credit shall be issued by a bank or a financial institution determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The Preliminary Work Letter of Credit shall allow the City to draw upon the instrument, in whole or part, to complete construction of any or all of the Preliminary Work within the Subdivision and to pay any fees or costs due to the City by the Developer upon failure of the Developer to complete such work or to satisfy such financial obligations.

c) The City agrees that, prior to drawing on the Preliminary Work Letter of Credit, it will provide notice to the Developer and a period of no less than 30 days for the Developer to cure the default. Notwithstanding the above, the City shall not be obligated to allow a cure period which extends beyond the expiration date of the Preliminary Work Letter of Credit.

d) The Preliminary Work Letter of Credit shall be released in full and returned to the Developer after completion of the Preliminary Work and satisfaction of all other outstanding

financial obligations of the Developer to the City. Prior to releasing any portion of the Preliminary Work Letter of Credit or accepting another letter of credit in replacement, the City shall first be satisfied regarding the quality and completeness of the Preliminary Work, that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the property within the Subdivision and that all of the Developer's financial current obligations to the City have been satisfied.

e) It is the intention of the parties that the City at all times have available to it a Preliminary Work Letter of Credit in an amount adequate to ensure completion of the Preliminary Work and other obligations of the Developer under this Preliminary Agreement. To that end and notwithstanding anything herein to the contrary, a request by the Developer for a release or reduction of the Preliminary Work Letter of Credit shall be evaluated by the City in light of that principle.

f) If at any time the City reasonably determines that the bank issuing the Preliminary Work Letter of Credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 45 days a substitute for the Preliminary Work Letter of Credit from another bank meeting the City's requirements. If the Developer fails to provide the City within 45 days with a substitute Preliminary Work Letter of Credit from an issuing bank satisfactory to the City, the City may draw under the existing Preliminary Work Letter of Credit.

6. Responsibility for Costs; Escrow. a) The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing all applications and matters incurred to date and those incurred hereafter regarding the Subdivision. Those expenses include city staff time, consultant costs and legal expenses, including the drafting and negotiation of this Preliminary Agreement. Among the future fees the Developer will be responsible for is a fee for City observation and administration relating to the Preliminary Work. Observation shall include inspection of the erosion control elements of the Preliminary Work and verification that only designated trees have been removed in compliance with the Guidelines and the Preliminary Work Plans. The Developer also agrees to reimburse the City for the cost incurred in the enforcement of any provision of this Preliminary Agreement, including reasonable city staff and attorneys' fees.

b) The City will invoice the Developer monthly for the fees and expenses due under this Preliminary Agreement, including sufficient detail and backup documentation. The Developer agrees to reimburse the City in full within 45 days of receipt of the City's invoice.

7. Developer's Default. In the event of default by the Developer as to any of the Preliminary Work or any other undertaking required by this Preliminary Agreement and following the notice and opportunity to cure provided for in section 5(c) of this Agreement, the City may draw on the Preliminary Work Letter of Credit and perform the work. This Preliminary Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter any portion of the Subdivision for such purposes. If the City does any such work and incurs costs in excess of any amount available under the Preliminary Work Letter of Credit, the Developer agrees to reimburse the City for the

additional costs within 30 days of notice by the City. If the Developer fails to reimburse the City within 30 days of notice, the City may, in addition to its other remedies, levy special assessments against the land in the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, notice and hearing requirements and any claim that the assessments exceed the benefit to the land within the Subdivision. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081 with regard to the assessments against the Subdivision.

8. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after completion of the Preliminary Work, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$2,000,000. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

9. Clean up and Dust Control. The Developer shall daily clean dirt and debris from streets adjoining the Subdivision resulting from work on the Preliminary Work by the Developer, its contractors, agents or assigns. Prior to initiating any Preliminary Work, the Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City throughout the period of the Preliminary Work.

10. Compliance with Laws. The Developer agrees to comply with all laws, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Subdivision. This Preliminary Agreement shall be construed according to the laws of Minnesota.

11. Agreement Runs With the Land. This Preliminary Agreement shall run with the land within the Subdivision and shall be recorded against the title thereto.

12. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by it and third parties for damages sustained or costs incurred resulting from the Preliminary Work or the City Approvals. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.

13. Assignment. The Developer may not assign this Preliminary Agreement without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied.

14. Notices. Any notice or correspondence to be given under this Preliminary Agreement shall be deemed to be given if delivered personally or sent by U.S. Mail, postage prepaid, certified mail, return receipt requested:

a) as to Developer: Century Ponds of MN LLC
13432 Hanson Blvd. NW
Andover, MN 55304
Attn: Nathan Fair

b) as to City: City of Maplewood
1830 County Road B E
Maplewood, MN 55109
Attn: City Manager

with a copy to: Ronald H. Batty
Kennedy & Graven
150 South Fifth Street
Suite 700
Minneapolis, MN 55402

or at such other address as either Party may from time to time notify the other in writing in accordance with this paragraph. The Developer shall notify the City if there is any change in its name or address.

15. Severability. In the event that any provision of this Preliminary Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Preliminary Agreement.

16. Non-waiver. Each right, power, or remedy conferred upon the City by this Preliminary Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy. If either Party waives in writing any default or nonperformance by the other Party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

17. Counterparts. This Preliminary Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Preliminary Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Preliminary Agreement to be executed on the day and year first above written.

CITY OF MAPLEWOOD

By: _____

Marylee Abrams, Mayor

By: _____

Michael Sable, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Marylee Abrams, the mayor of the city of Maplewood, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Michael Sable, the city manager of the city of Maplewood, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

**EXHIBIT A TO
PRELIMINARY DEVELOPMENT AGREEMENT**

Legal Description

The land to which this Preliminary Agreement applies is located in Ramsey County, Minnesota and is legally described as follows:

That part of the Southeast Quarter of the Northeast Quarter, lying Southwesterly of Lower Afton Road as described in Document 1613681, on file and of record in the office of the County Recorder, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof, Ramsey County, Minnesota.

Also:

The Northeast Quarter of the Southeast Quarter, EXCEPT the East 1.6 Rods, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof, Ramsey County, Minnesota.

Also:

The Southeast Quarter of the Southeast Quarter EXCEPT the South 574.00 feet of the West 600.00 feet, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof, Ramsey County, Minnesota.

Abstract Property

**EXHIBIT B TO
PRELIMINARY DEVELOPMENT AGREEMENT**

Preliminary Work Plan Documents

The following documents constitute the Preliminary Work plan documents.

[to be added]



CENTURY PONDS

FINAL PLAT

Maplewood, MN

D.R. Horton is pleased to submit this request for final plat approval of Century Ponds 1st phase. The approved preliminary plat consists of 133 single family homes & 73 townhomes. This request for 1st phase includes 118 total homes - 84 single family and 34 townhomes.

NATIVE HABITAT

As shared during the preliminary plat process, about 27 of the 92 total acres will be natural vegetation. Where feasible, seeding will occur at the time of grading to allow establishment early in the construction process. This includes wetland buffers as well as open space areas.

A conservation easement in favor of the City of Maplewood will be recorded against the outlots containing natural vegetation. The master homeowners' association will be responsible for long term maintenance, including mowing, weed treatment/removal and controlled burns, as directed by a native plant management contractor.

Following comments from the Environmental & Natural Resources Board meeting, Horton is working with the Friends of Maplewood Nature to develop a signage plan for the conservation areas. Signage will serve multiple purposes: prevention of encroachments in the buffers and educational information for the public. Signage will be maintained by the homeowners' association.

TRAILS & PARK

The trails will be located in outlots owned by a homeowners' association. DR Horton will dedicate a public easement over all the trails in Century Ponds. As such, we request the city be responsible for surface maintenance of the trails, including repairs & replacement as well as mowing & snow removal.

Horton continues to work with staff on a park design that will align with the City's concept and compliment the neighborhood. The park outlot is being created with this

plat. However, the street access will be constructed in the 2nd phase. Horton's goal is to begin developing the park in the 1st phase (2026) with final completion in the 2nd phase (2027).

ARCHITECTURE

The first phase of Century Ponds will introduce all three housing types that were presented at preliminary plat. Of the 118 homes in this phase, 43 will be 55' wide lots (Select Homes), 41 will be 65' wide lots (Tradition Homes) and 34 will be townhomes.

As presented with preliminary plat, the multiple lot sizes provides diversity in house styles to appeal to a larger group of potential buyers at varying home buying stages (i.e. 1st time, move-up, move-down). Variety in streetscape will be achieved by the multiple elevation and floorplan options. There are approximately 7 plans with 3 to 4 elevation options per plan in each of the single-family series.

The following is a summary of each house type:

- Tradition Series Homes (65' Wide lots)
 - 55 Total homes – 41 in 1st Phase & 14 in 2nd Phase
 - 1- & 2-story homes
 - 1,800 to 3,100 square feet
 - 3-car garage
 - Foundation types – full basement, walkout, lookout
 - Anticipated pricing – upper \$500,000s to low \$700,000s

- Select Homes (55' Wide Lots)
 - 78 Total Homes – 43 in 1st Phase & 35 in 2nd Phase
 - 1- & 2-story homes
 - 1,500 to 2,600 square feet
 - 2- & 3-car garages
 - Foundation types – slab-on-grade, walkout, lookout
 - Anticipated pricing – mid \$400,000s to low \$500,000s

- Townhomes (26' Wide)
 - 73 Total Homes – 34 in 1st Phase & 39 in 2nd Phase
 - 2-story units
 - 1,665 square feet
 - 2-car garage
 - 3-bedroom plans
 - Foundation type – slab-on-grade
 - Anticipated pricing – upper \$300,000s to low \$400,000s
 - HOA to maintained building exteriors & grounds

HOA & CONSERVATION EASEMENT

For long-term maintenance and management of the native vegetation areas, DR Horton will create a Master Homeowners' Association (HOA). The native areas will be contained in outlots owned by the HOA. The Declaration of Covenants, Conditions and Restrictions (which is recorded against all properties) will specify the tasks for the ongoing maintenance of these natural areas, which would be a common expense among all the homes and townhomes in Century Ponds.

A Conservation Easement will be created so the areas remain natural in perpetuity. The Conservation Easement will be in favor of the City to ensure the HOA is completing tasks as required to maintain healthy vegetation for viable habitats.

The townhomes and single family homes would each be part of a sub-homeowners association (under the Master HOA). The townhomes will be set up as a common interest community. Here, the association would be responsible for building exteriors, private roads and grounds maintenance (mowing & snow removal).

PROPOSED SCHEDULE

Spring/Summer 2026

- Final Plat approval
- Begin Site Work – Grading, Utilities & Streets

Late Fall/Winter 2026

- Begin Home Construction

CENTURY PONDS

KNOW ALL PERSONS BY THESE PRESENTS: That Century Ponds of MN LLC, a Minnesota limited liability company, owner of the following described property situated in the City of Maplewood, County of Ramsey, State of Minnesota:

That part of the Southeast Quarter of the Northeast Quarter, lying southwestly of Lower Alton Road as described in Document 1613681, on file and of record in the office of the County Recorder, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof.

Also: The Northeast Quarter of the Southeast Quarter, EXCEPT the East 1.6 Rods, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof.

Also: The Southeast Quarter of the Southeast Quarter EXCEPT the South 574.00 feet of the West 600.00 feet, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof.

Has caused the same to be surveyed and platted as CENTURY PONDS and does hereby dedicate to the public for public use the public ways, the drainage and utility easements, and the perpetual easements for municipal water services for the Board of Water Commissioners of the City of Saint Paul as created by this plat.

In witness whereof said Century Ponds of MN LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Century Ponds of MN LLC

_____, President

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Nathan Fair, President of Century Ponds of MN LLC, a Minnesota limited liability company, on behalf of the company.

Signature

Printed Name
Notary Public, _____ County, Minnesota
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Daniel Ekrem, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____, by Daniel Ekrem, Licensed Land Surveyor.

Signature

Printed Name
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL CITY OF MAPLEWOOD

We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of Maplewood, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes Section 505.03, Subd. 2 have been fulfilled.

Mayor _____ Manager _____

PROPERTY TAX, RECORDS AND ELECTION SERVICES DEPARTMENT

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Ramsey County Auditor/Treasurer

By _____, Deputy

COUNTY SURVEYOR

Pursuant to Minnesota Statutes, Section 383A.42, this plat is approved this _____ day of _____, 20____.

Daniel D. Basr, L.S.
Ramsey County Surveyor

COUNTY RECORDER, COUNTY OF RAMSEY, STATE OF MINNESOTA

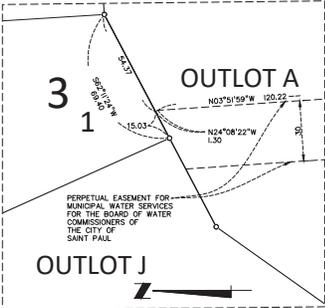
I hereby certify that this plat of CENTURY PONDS was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ M. and was duly filed in Book _____ of Plats, Pages _____ and _____, as Document Number _____.

Deputy County Recorder

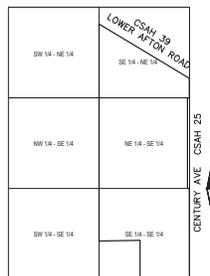
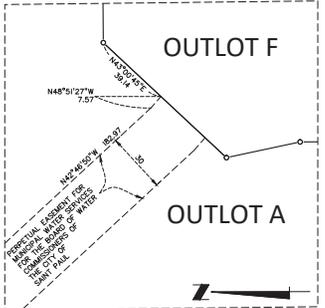


CENTURY PONDS

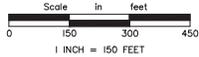
DETAIL A
NOT TO SCALE



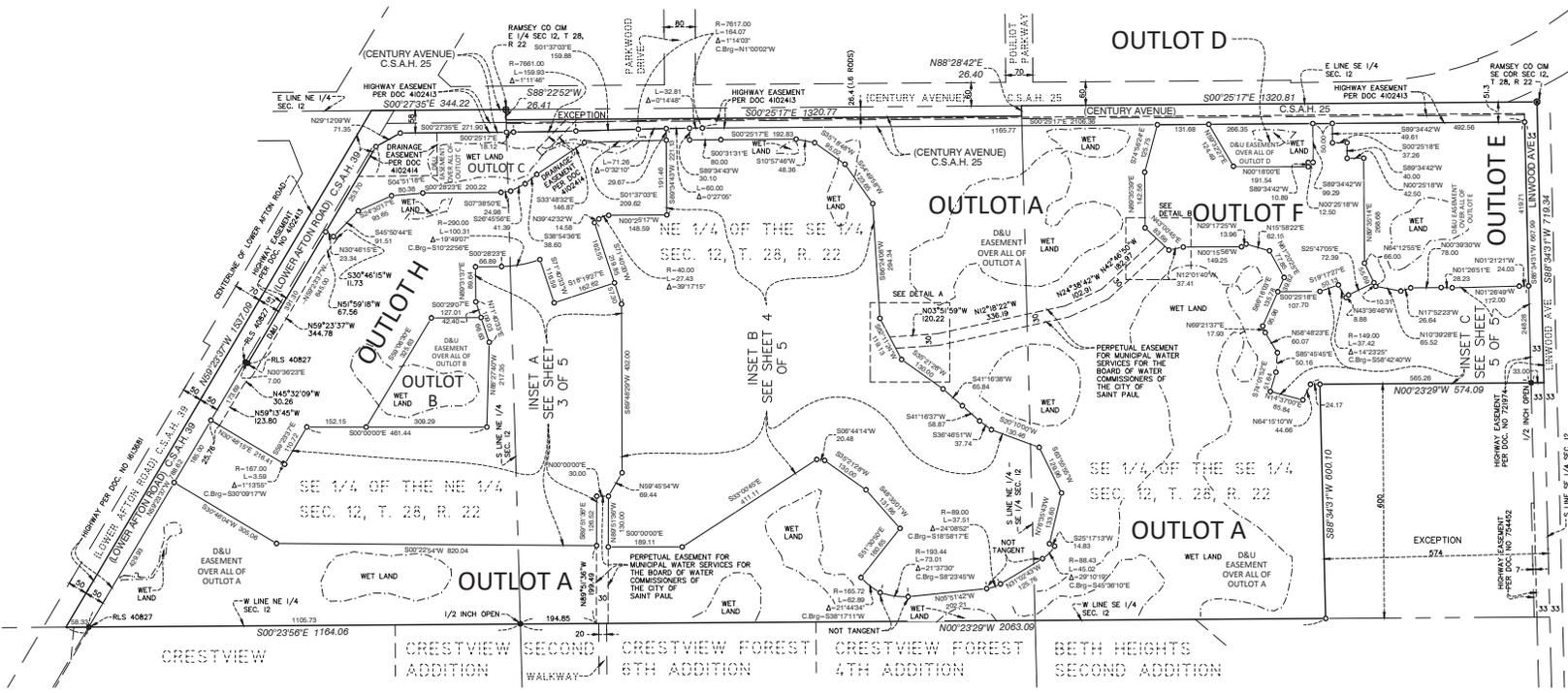
DETAIL B
NOT TO SCALE



VICINITY MAP
S. 12, T. 28 N, R. 22 W
NOT TO SCALE

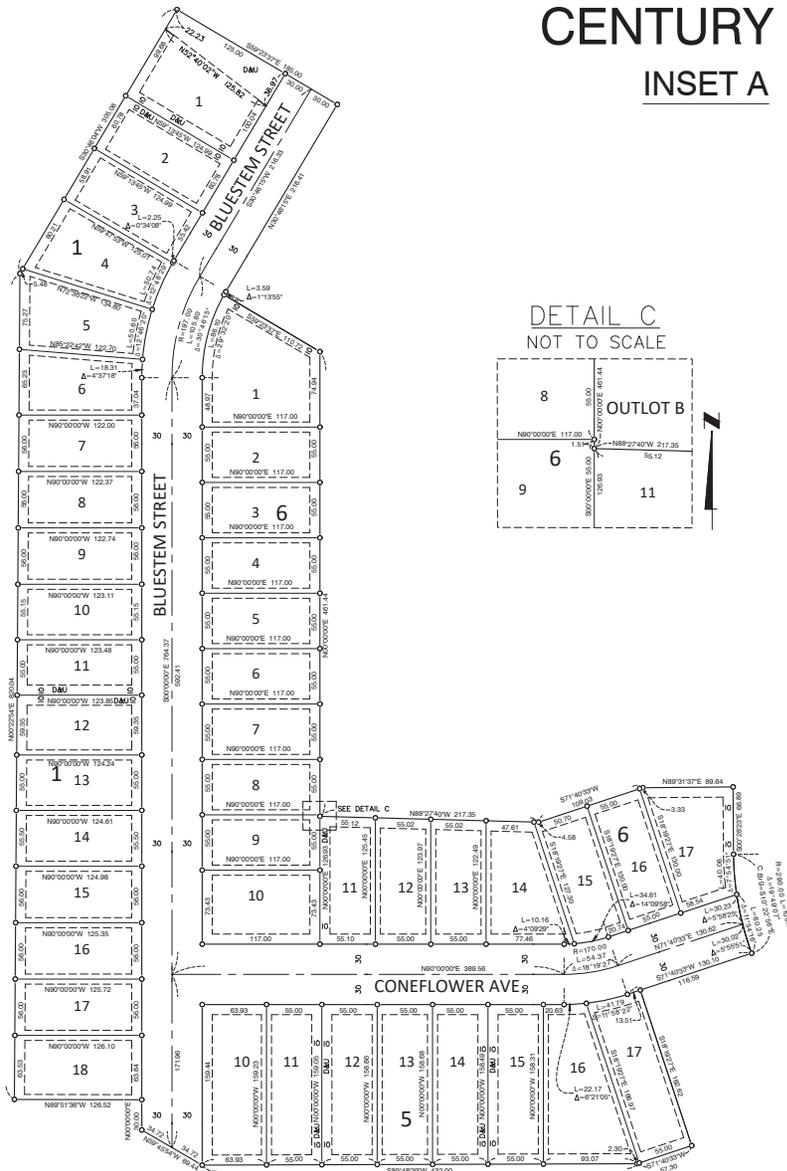


- Denotes monument found cast iron monument marked as shown
- Denotes monument found 1/2 inch iron pipe marked as shown
- Denotes 1/2 inch x 18 inch iron pipe monument will be set marked by license no. 57366
- Wet land
- D&U Denotes Drainage and Utility Easements
- RLS Denotes Registered Land Surveyor Number

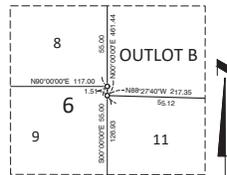


CENTURY PONDS

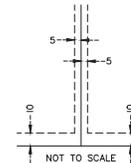
INSET A



DETAIL C
NOT TO SCALE



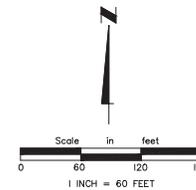
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and 10 feet in width and adjoining public ways and rear lot lines as shown on this plot, unless otherwise shown.

THE EAST LINE OF THE SE 1/4 OF SEC 12, T 28, R 22, IS ASSUMED TO HAVE A BEARING OF 500°25'17"E.

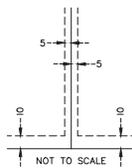
- Denotes monument found 1/2 inch iron pipe marked as shown
 - Denotes 1/2 inch x 18 inch iron pipe monument will be set marked by license no. 57366
- D&U Denotes Drainage and Utility Easements
 RLS Denotes Registered Land Surveyor Number



CENTURY PONDS

INSET B

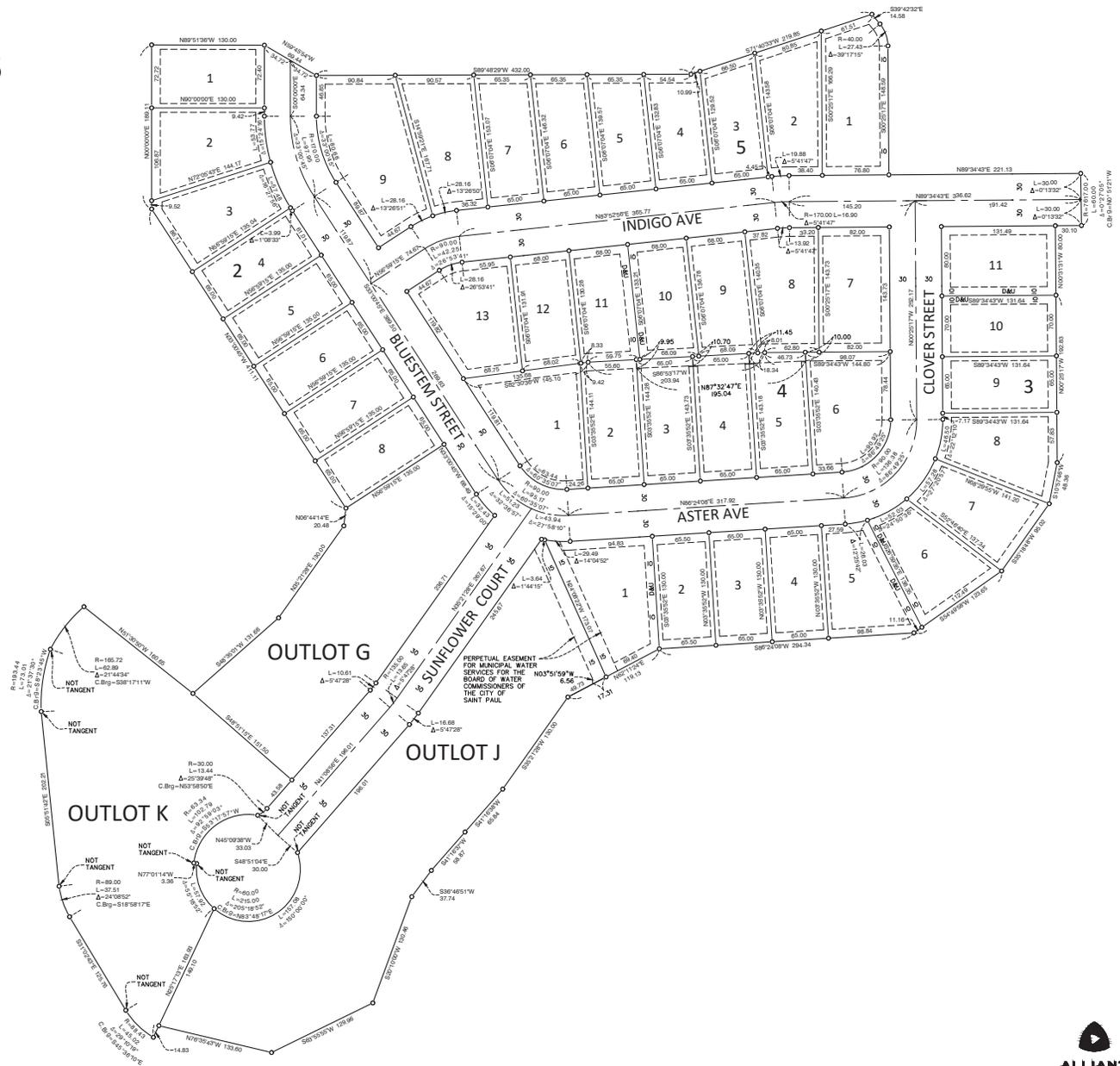
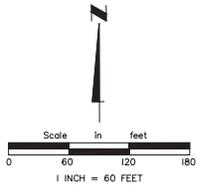
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and 10 feet in width and adjoining public ways and rear lot lines as shown on this plat, unless otherwise shown.

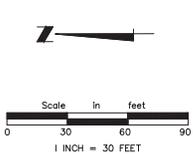
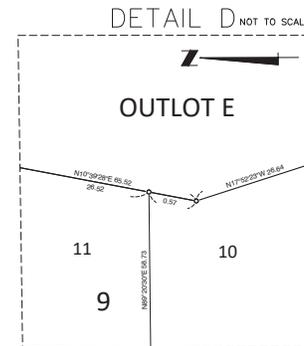
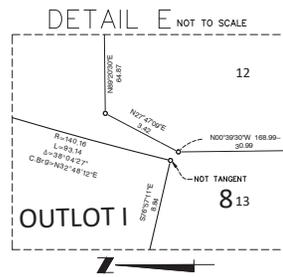
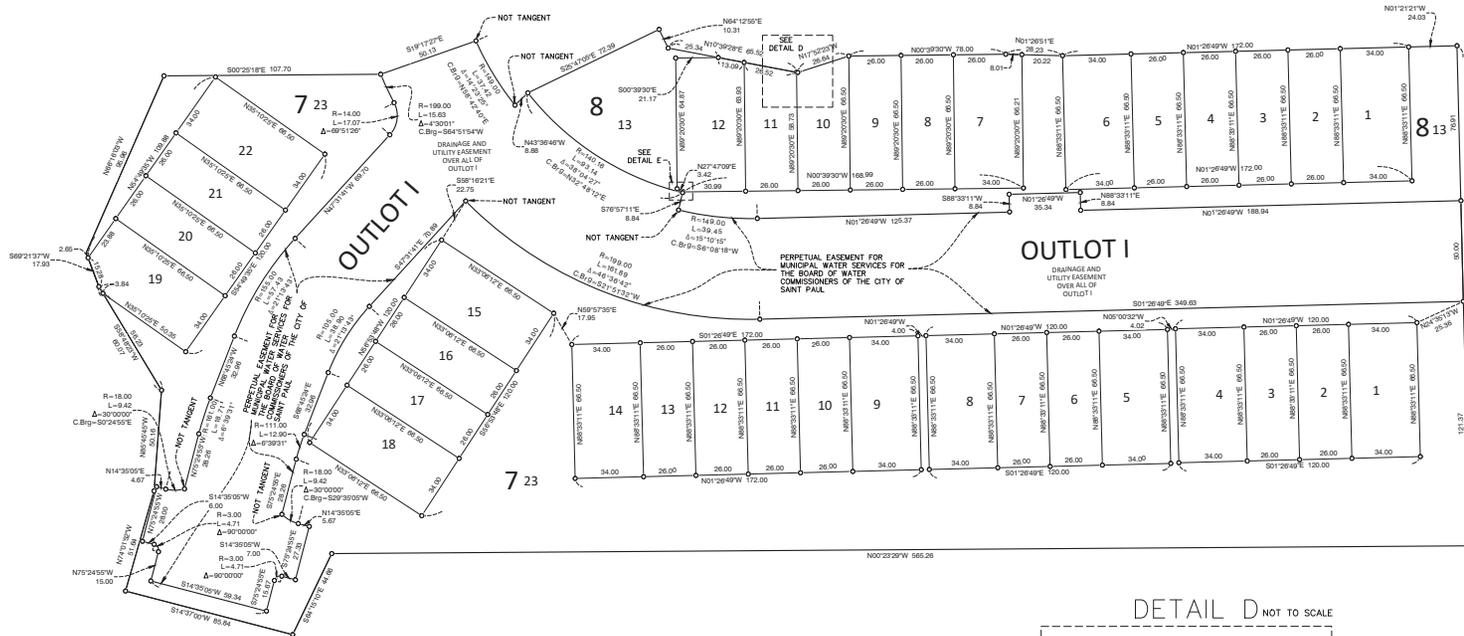
THE EAST LINE OF THE SE 1/4 OF SEC 12, T 28, R 22, IS ASSUMED TO HAVE A BEARING OF $300^{\circ}25'17''$ E.

- Denotes monument found 1/2 inch iron pipe marked as shown
- Denotes 1/2 inch x 18 inch iron pipe monument will be set marked by license no. 57366
- D&U Denotes Drainage and Utility Easements
- RLS Denotes Registered Land Surveyor Number



CENTURY PONDS

INSET C



- THE EAST LINE OF THE SE 1/4 OF SEC 12, T 28, R 22, IS ASSUMED TO HAVE A BEARING OF S00°25'17"E.
- Denotes monument found 1/2 inch iron pipe marked as shown
 - Denotes 1/2 inch x 18 inch iron pipe monument will be set marked by license no. 57566
 - D&U Denotes Drainage and Utility Easements
 - RLS Denotes Registered Land Surveyor Number





Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis MN 55402-1458

(612) 337-9300 telephone
(612) 337-9310 fax
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Affirmative Action, Equal Opportunity Employer

RONALD H. BATTY
Attorney at Law
Direct Dial: (612) 337-9262
Email: rbatty@kennedy-graven.com

February 27, 2026

Michael Martin
Assistant Community Development Director
City of Maplewood
1902 County Road B East
Maplewood, MN 55109
Email: Michael.Martin@maplewoodmn.gov

VIA EMAIL ONLY

RE: *Plat Opinion for CENTURY PONDS*
Our File No. MA745-61

Dear Mike:

At your request, we have reviewed a copy of the final plat of **CENTURY PONDS** prepared by Daniel Ekrem, Alliant Engineering, Inc. (the "**Plat**"), dated January 15, 2026; and a commitment for title insurance issued by Travis County Title Company dba DHI Title Agency, as agent for Fidelity National Title Insurance Company, with an effective date of January 15, 2026, as File No. 511-261900056 (the "**Commitment**").

The Commitment purports to cover real property in Ramsey County, Minnesota, legally described as follows:

That part of the Southeast Quarter of the Northeast Quarter, lying Southwesterly of Lower Afton Road as described in Document 1613681, on file and of record in the office of the County Recorder, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof, Ramsey County, Minnesota.

Also:

The Northeast Quarter of the Southeast Quarter, EXCEPT the East 1.6 Rods, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof, Ramsey County, Minnesota.

Also:

The Southeast Quarter of the Southeast Quarter EXCEPT the South 574.00 feet of the West 600.00 feet, Section 12, Township 28, Range 22, Ramsey County, Minnesota according to the government survey thereof, Ramsey County, Minnesota.

Abstract Property

Michael Martin
 February 27, 2026
 Page 2 of 5

(the “Property”)

Based on our review of the Commitment and the Plat, we have the following comments relative to the proposed Plat:

1. **Plat Execution.** The names and signatures of the following parties in interest must appear on the Plat:
 - a. The fee owner, as identified by the Commitment: the County of Ramsey, a political subdivision of the State of Minnesota, by virtue of that certain Quit Claim Deed filed April 21, 1989 as Document No. 2489453, and by virtue of that certain Quit Claim Deed filed on December 28, 1994 as Document No. 2773705.
 - b. There are no open mortgages of record according to the Commitment.

*The Plat is set up for signature by the President of D.R. Horton, Inc. – Minnesota, a Delaware corporation. According to the Commitment Schedule B, Part I requirements at number 5a, the current owner intends to convey its interest in the lands to the proposed insured, D.R. Horton, Inc. – Minnesota. If this does not occur prior to recording the Plat, the County of Ramsey must be named as fee owner on the Plat. The Plat will need to be revised to accommodate the new signer and acknowledgment, and **we will require review of a revised Plat accordingly, along with any applicable conveyance instruments.***

*The Plat must be executed with all the formalities of a deed of title. The proposed fee owner, D.R. Horton, Inc. – Minnesota, Delaware corporation, must provide a Certificate of Good Standing from the Minnesota Secretary of State, and documentation to show that the person(s) signing is/are authorized to convey the easements dedicated in the final Plat, and that the person(s) signing is/are authorized to execute the final Plat on their behalf. **We will require review of the aforementioned instruments.***

*We were recently informed of a potential new Developer: Century Ponds of MN LLC, a Minnesota limited liability company. If this entity is replacing the proposed insured (D.R. Horton, Inc. – Minnesota) prior to recording the Plat, the Plat will need to be revised to accommodate the new signer(s), and **we will require review of any conveyance and signing authorization instrument(s), as well as a revised Plat accordingly.***

2. **Title Commitment Exceptions.**
 - a. (Item 11) Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.

Michael Martin
February 27, 2026
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There may be leases, grants, exceptions or reservations of interests that are not listed. *No further action is required.*

- b. (Item 12) Rights of parties in possession under unrecorded lease(s). *If such documents exist, they have not yet been presented to us for review. **We will require review of such documents as applicable.***
- c. (Item 13) Easement for storm water drainage easement purposes in favor of the City of Maplewood, Minnesota, Ramsey County, a Minnesota municipal corporation as contained in Easement dated September 10, 1990, filed of record May 21, 1991, as Document No. 2596648. *Note: The legal on the above document is unclear as to whether it is excepting out the subject property which is located southerly of Lower Afton Road. Currently, this easement is not marked on the Plat. The City should review the easement to determine if it overlaps with the improvements contemplated by the Plat.*
- d. (Item 14) Easement for preserving and protecting purposes in favor of City of Maplewood, a Minnesota municipal corporation as contained in Grant of Wetland Buffer Easement dated June 18, 2002, filed of record June 24, 2002, as Document No. 3510497. *There are several wetlands marked on the Plat without reference numbers. D.R. Horton applied for the vacation of this easement in Resolution No. 25-10-2436 (Doc. No. 5085733), and applied for and received a replacement variance for said wetland buffer area(s) in Resolution No. 25-10-2439 (Doc. No. 5085734), both filed on November 7, 2025. The City should review each of these instruments to ensure the preservation of adequate wetlands and buffers on the Plat. (See also numbers 2.g., 2.h., and 4 below)*
- e. (Item 15) Easement for permanent highway purposes in favor of Ramsey County, a Governmental Subdivision of the State of Minnesota, its successors and assigns as contained in Permanent Highway Easement dated March 11, 2008, filed of record June 17, 2008, as Document No. 4102413. *Right of way runs along Lower Afton Road westerly of Century Avenue (and along Century Avenue) as measured from their centerlines, and is marked on the Plat with a reference number. The City should review the easement to determine how it will impact the improvements being contemplated by the Plat.*
- f. (Item 16) Easement for permanent drainage purposes in favor of Ramsey County, a Governmental Subdivision of the State of Minnesota, its successors and assigns as contained in Permanent Drainage Easement dated March 11, 2008, filed of record June 17, 2008, as Document No. 4102414. *This easement is marked over and across various portions of the Plat with a reference number. The City should review the easement to determine how it will impact the improvements contemplated by the Plat.*
- g. (Item 17) Terms and conditions of Resolution 25-10-2436, dated October 30, 2025, recorded November 7, 2025, as Document No. 5085733. *D.R. Horton applied for and*

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 February 27, 2026
 Page 4 of 5

- received this vacation of wetland buffer easement Doc. No. 3510497, to be superseded by a replacement easement. (See also numbers 2.d. above, 2.h. and 4 below)*
- h. (Item 18) Terms and conditions of Resolution 25-10-2439, dated October 30, 2025, recorded November 7, 2025, as Document No. 5085734. *D.R. Horton has applied herein for a variance to replace the wetland buffer areas cited in Doc. No. 3510497. In accordance with this instrument, a conservation easement will be dedicated to the City, ensuring wetland buffer and native areas are preserved. (See also number 2.d. and 2.g. above, and number 4 below)*
 - i. Possibly subject to an Agreement by and between Ramsey County, the City of Maplewood, and the St. Paul Board of Water Commissioners filed on August 11, 1993 as Document No. 2741483. *The Title Company provided this document, but did not show it under the Commitment Schedule B-II Exceptions. The agreement cites a 30-foot-wide permanent water main easement which appears to be contained within the lands lying northerly of Lower Afton Road in the NE1/4 of Section 12. That said, there are several notations on the Plat regarding "Perpetual Easement for Municipal Water Services for the Board of Water Commissioners for the City of Saint Paul" which are not marked or referenced with a number. If these are meant to be extensions of the aforementioned agreement, the City should review to determine if an amendment is needed.*
 - j. Subject to 100-foot-wide strip of road right of way, co-owned by the City of St. Paul and the County of Ramsey, as described in Final Certificate filed on March 17, 1964 as Document No. 1613681, in Book 1894, Pages 437-439, running along Lower Afton Road. *This document has not been cited in Commitment Schedule B-II exceptions, but is marked on the Plat with a reference number. The City should review the instrument to determine whether the described ROW will impact the improvements contemplated by the Plat.*
3. **Property Taxes and Assessments.** All real estate taxes payable in the year the Plat is recorded, including delinquent taxes and any assessments deferred under Minnesota Statutes, section 273.11 (Green Acres) must be paid prior to recording the Plat.

Real Estate taxes for the year 2026 in an amount not yet available.

Note: First half payable on or before May 15, 2026, second half payable on or before October 15, 2026.

Property Tax Identification Nos. 122822110002; 122822440002.

Real estate taxes for 2025 due and payable in the year 2025 now shown as "Exempt" on County tax records.

Note: Pursuant to Minnesota Statutes, section 272.02, the property may be subject to loss of exemption and imposition of full tax for taxes for and payable in the year 2025 the amount whereof is not presently available.

Property Tax Identification No. 122822110002.

Real estate taxes for 2025 due and payable in the year 2025 now shown as "Exempt" on County tax records.

Michael Martin
February 27, 2026
Page 5 of 5

Note: Pursuant to Minnesota Statutes Sec. 272.02, the property may be subject to loss of exemption and imposition of full tax for taxes for and payable in the year 2025 the amount whereof is not presently available.

Property Tax Identification No. 122822440002.

*The Commitment is not outdated, but must be updated to show 2026 taxes due and payable, and that prior years' taxes have been paid; additionally, special assessments searches will need to be ordered. **We will require review of a revised Commitment and the results of said special assessment searches.***

4. **Wetlands.** The Plat includes wetlands and thus may be subject to additional restrictions by the Minnesota Department of Natural Resources and other water management agencies. *Wetlands are marked on the Plat. (See numbers 2.d., 2.g., and 2.h. above)*
5. **Compliance with Minnesota Statutes, section 505.03.** Minnesota law requires any preliminary plat abutting upon an existing or proposed county road to be submitted to the County Engineer for review in accordance with Minnesota Statutes Section 505.03, subdivision 2. The Property abuts the existing Century Avenue South (aka Highway 120) and Lower Afton Road (aka County Road 16). As such, the Plat should be submitted, if it has not been already, to the County Engineer for review and an opportunity to provide written comments. Upon recording, the City will be required to also submit a certificate or other evidence showing submission of the preliminary plat to the County Engineer.

This letter does not purport to set forth every matter relevant to a determination of whether title to the Property is marketable, and no one should rely upon it for that purpose. The sole purpose of this letter is to identify required signatories to the Plat and related issues of interest to the City in connection with platting, as evidenced by the Commitment.

This opinion is conditioned upon the issuance of a title policy in favor of the City of Maplewood, insuring the City's interests as they appear in the plat of **CENTURY PONDS** in an amount acceptable to the City.

Very truly yours,

/s/ Ronald H. Batty

Ronald H. Batty

RHB:pat

cc: Steve Love, Public Works Director via steve.love@maplewoodmn.gov
Shann Finwall, Environmental Planner via shann.finwall@maplewoodmn.gov
Danette Parr, Community Development Director via danette.parr@maplewoodmn.gov
Jon Jarosch, Assistant City Engineer via Jon.Jarosch@maplewoodmn.gov
Daniel Ekrem, Surveyor, via: dekrem@alliant-inc.com

Environmental Review

Project:	Century Ponds
Location:	297/601 Century Avenue
Date of Plans:	July 22, 2025, and Undated Wetland Plans Submitted January 16, 2026 Final Plat Plans February 10, 2026, Stewardship Plan
Date of Review:	October 14, 2025 February 24, 2026
Reviewer:	Shann Finwall, Sustainability Coordinator (651) 249-2304, shann.finwall@maplewoodmn.gov

Background:

DR Horton is proposing to redevelop the former Ramsey County Ponds golf course. The proposed project includes the construction of new single-family residential housing and townhomes. There are significant trees and wetlands located on the property. The proposal must comply with the City's tree and wetland ordinances, and landscape and stormwater planting policies.

Trees:

1. Tree Preservation Ordinance:
 - a. Significant Trees: Maplewood's tree preservation ordinance describes a significant tree as a healthy tree as follows - hardwood tree with a minimum of 6 inches in diameter, an evergreen tree with a minimum of 8 inches in diameter, and a softwood tree with a minimum of 12 inches in diameter.
 - b. Specimen Trees: A specimen tree is defined as a healthy tree of any species which is 28 inches in diameter or greater.
 - c. Tree Replacement: Tree replacement is based on a calculation of significant trees located on the parcel and significant trees removed. Credits are given for all specimen trees that are preserved.
2. Tree Impacts and Replacement Requirements: The tree preservation plan shows 360 significant trees equaling 5,582 diameter inches on the site, which includes 652 diameter inches of specimen trees over 28 inches in size. The applicant is proposing to remove 94 significant trees equaling 2,117 diameter inches, which is 38 percent of the tree coverage on the site.

Based on the City's tree preservation ordinance tree replacement calculation, the applicant is required to replace 243 caliper inches of replacement trees, which equals 122 – 2 caliper inch trees.

3. Tree Replacement: The landscape plan includes 326 new trees, for a total of 925 caliper inches, which exceeds the tree replacement requirements of 243 caliper inches. Tree replacement for most of the single-family lots will include one tree in the back yard and one tree in the front yard, within the right-of-way.
4. Tree Recommendations:
 - a. Prior to issuance of a Phase I Tree Removal Grading Permit the applicant must submit and complete the following:
 - 1) Tree Inventory and Tree Preservation Plans: A revised tree inventory and tree preservation plan with the following changes:
 - a) Identification of all trees that are dead or unhealthy, and indicating whether those trees are included in the tree calculation or removed from the calculation by the City's tree ordinance.
 - b) Identification of all specimen trees and whether those trees will be removed or saved. The current plan identifies most of the specimen trees with an asterisk, however, some trees over 28 inches in diameter are not called out as specimen trees.
 - c) Updated tree replacement calculation as needed based on the above-mentioned corrections.
 - 2) Tree Protection Plan: In addition to the tree protection fence detailed in the tree preservation plan, the developer must submit an overall tree protection plan that identifies how trees being preserved will be protected per the City's tree ordinance and standards during development.
 - 3) Tree Removal Plan: Submit a tree removal schedule which is mindful of the Northern Long-Eared Bat inclusive dates of November 15 to March 31, completing tree removal during this timeframe.
 - 4) Additional Tree Planting: While the development meets the City's tree replacement requirements, it is a large development adjacent residential property. As such, additional tree planting should take place in the following key areas (dependent on existing trees to be preserved). The updated tree planting plan is needed to determine tree escrow prior to Phase I Tree Removal Grading Permit:
 - a. Outlot A – on the west side of the filtration basin (Pond 1).
 - b. Trails – along the existing and newly established trails.

- c. Outlet B (Park) – There is one tree proposed in the internal section of the park, and five trees along the cul-de-sac. There is an opportunity for additional trees throughout the internal section of the park, especially on the south side of the park to help shade the site in the future.
 - d. Townhouse and park parking areas – Addition of trees (and other landscaping) to prevent vehicle headlights from being directed into windows.
- 5) Surety: A cash escrow to cover the cost of replacement trees equal to \$60 per caliper inch of trees on the approved landscape plan. The surety will be refunded once all trees are planted with a one-year warranty. The January 16, 2026, landscape plan identifies 925 caliper inches of replacement trees, which would be \$55,500.
- b. Prior to the issuance of a Phase II Grading Permit the applicant must submit the following:
- 1) Landscape Plan: A revised landscape plan with the following tree changes:
 - a) Make the following tree species changes:
 - 1. Reduce the number of spruce species. Spruce is an overabundant species within the City of Maplewood. Substitute a portion of the spruce species with other conifers such as white pine, ponderosa pine, Tamarack, or Douglas fir.
 - b) Existing Trees to be Preserved Section: Show all existing trees to be preserved on the landscape plan. The January 16, 2026, landscape plan show small dots for existing trees, but does specify if those are all the trees that will be preserved and the size and species of the trees.
 - 3) Tree Maintenance and Replacement Plan: The Landscape Plan shows replacement trees being planted within the single-family home rights-of-way. The developers' agreement should include a requirement that the homeowner's association be responsible for the maintenance and replacement of the trees in the right-of-way.
 - 4) Surety: A cash escrow or letter of credit as required by the Planning Department to cover the cost of the landscaping

Wetlands:

1. Wetland Ordinance:

- a. Wetlands on Site: The November 17, 2023, wetland delineation report identified 14 wetlands. After review by the Ramsey-Washington Metro Watershed District six of those wetlands were deemed incidental, and eight were classified as jurisdictional wetlands. Of the jurisdictional wetlands five were upgraded from the City's previously classified Manage C to Manage B wetlands, and three remained Manage C wetlands. Additionally, there is a Manage A wetland located within the St. Paul Police Training site located to the west of Century Ponds that will impact development on the Century Ponds site.

The City's wetland ordinance requires that no grading, mowing, or building take place within the required wetland buffers as follows:

- Manage A: 100-foot average, and 75-foot minimum wetland buffer
 - Manage B: 75-foot average, and 50-foot minimum wetland buffer
 - Manage C: 50-foot minimum wetland buffer
 - Storm Ponds: 10-foot setback to structures
- b. Wetland Buffer Averaging: The wetland ordinance allows flexibility in instances where, because of the unique physical characteristics of a specific parcel of land, the averaging of buffer width for the entire parcel may be necessary to allow for the reasonable use of the land during a development or construction project. The wetland ordinance allows encroachments to a Manage A wetland within 75 feet and a Manage B wetland within 50 feet of the wetland edge if the buffer width will be compensated for by increased buffer widths elsewhere in the same parcel to achieve the required average buffer width.
- c. Wetland Buffer Averaging and Variance Assessment: Wetland buffer averaging and wetland buffer variances are allowed based on an assessment of the following:
- 1) Undue hardship would arise from not allowing the average buffer, or would otherwise not be in the public interest.
 - 2) Size of parcel.
 - 3) Configuration of existing roads and utilities.
 - 4) Percentage of parcel covered by wetland.
 - 5) Configuration of wetlands on the parcel.
 - 6) Averaging will not cause degradation of the wetland or stream.
 - 7) Averaging will ensure the protection or enhancement of portions of the buffer which are found to be the most ecologically beneficial to the wetland or stream.

- 8) A wetland buffer mitigation plan is required for construction of development projects that will require averaging or wetland buffer variances. In reviewing the mitigation plan, the City may require one or more of the following actions:
- a) Reducing or avoiding the impact by limiting the degree or amount of the action, such as by using appropriate technology.
 - b) Rectifying the impact by repairing, rehabilitating, or restoring the buffer.
 - c) Reducing or eliminating the impact over time by prevention and maintenance operations during the life of the actions.
 - d) Compensating for the impact by replacing, enhancing, or providing substitute buffer land at a two-to-one ratio.
 - e) Monitoring the impact and taking appropriate corrective measures.
 - f) Where the city requires restoration or replacement of a buffer, the owner or contractor shall replant the buffer with native vegetation. A restoration plan must be approved by the city before planting.
 - g) Any additional conditions required by the applicable watershed district and/or the soil and water conservation district shall apply.
 - h) A wetland or buffer mitigation surety, such as a cash deposit or letter of credit, of 150 percent of estimated cost for mitigation. The surety will be required based on the size of the project as deemed necessary by the administrator. Funds will be held by the city until successful completion of restoration as determined by the city after a final inspection. Wetland or buffer mitigation surety does not include other sureties required pursuant to any other provision of city ordinance or city directive.

2. Wetland Impacts: Of the nine wetlands on site or adjacent Century Ponds, eight wetland buffers will be impacted due to grading on the site, requiring wetland buffer variances as follows:

Wetland No.	Wetland Classification	Required Linear Wetland Buffers	Required Area Wetland Buffers	Trail Impacts to Wetland Buffer (public trails allowed in wetland buffers)	Wetland Buffer Area Variance Request (includes site grading and townhome patio/yard area impacts)
5	C	50 FT	33,381 SF	5,377 SF	0 SF
6	B	75 FT	77,761 SF	9,046 SF	8,375 SF
9	B	75 FT	18,751 SF	4,968 SF	0 SF
10	B	75 FT	70,416 SF	0 SF	1,562 SF
11	B	75 FT	148,255 SF	19,162 SF	14,739 SF
12	B	75 FT	239,874 SF	32,701 SF	17,007 SF
13	C	50 FT	18,912 SF	8,166 SF	17,827 SF
14	C	50 FT	63,135 SF	0 SF	16,139 SF
OFFSITE	A	100 FT	107,029 SF	0 SF	3,504 SF
TOTAL			777,514 SF	79,420 SF	79,153 SF

In addition to encroachments by the development grading, the townhouse patios and yard areas and neighborhood trails will impact the wetland buffers as follows:

- a. Townhouse Patio and Yard Areas: Several of the townhouse patios will encroach into the wetland buffers. To ensure these homes have a small, manicured yard behind their homes and patios, staff recommend a 15-foot strip of grass on the back side of the buildings. This will create a useable lawn area to access the back of the buildings and patios. These impacts are included in the wetland buffer area variance request column above.
- b. Trails: There are existing paved golf cart trails throughout the site, including within the City's required wetland buffers. The trails will be used as walking and biking trails in the new development. Some of the trails will be removed and rerouted, and additional trail links will be added. The wetland ordinance allows for public trails in wetland buffers if they are designed and constructed with sustainable design methods. To achieve this, City staff recommends a five-foot strip of grass adjacent new and existing trails outside of the wetland buffers, and a 5-foot strip of grass plus a 10-foot strip of native plantings adjacent new and existing trails within the wetland buffers. This will allow for maintenance adjacent the trails, while allowing stormwater runoff to filter into the native plants prior to entering the wetland. These impacts are outlined in the trail impacts to wetland buffer column above.

3. Wetland Buffer Recommendations:
- a. Prior to the issuance of a grading permit the applicant must submit the following:
- 1) Grading Plan:
 - a) Detail erosion control plan measures for all grading within wetland buffers to ensure no pollutants alter the water chemistry of the wetland.
 - 2) Stewardship Plan:
 - a) Review of the February 10, 2026, Stewardship Plan by Brandon Bohks, CMWP, Natural Resources Project Manager, Bolten and Menk, to ensure compliance with his October 1, 2025, Century Ponds Development Natural Resources Review.
 - b) Update the plan to note that the City of Maplewood requires a prescribed burn permit in addition to the Department of Natural Resources.
 - c) Use the chemical herbicide triclopyr for buckthorn management instead of glyphosate. Triclopyr is more effective to eliminate buckthorn and the Department of Natural Resources is promoting the use of triclopyr over glyphosate for buckthorn management.
 - d) Wetland A Mitigation Details: Coordinate with the St. Paul Police Training facility on wetland buffer mitigation strategies for Wetland A.
 - e) Interpretive Sign Plan: Plan with the proposed location of at least four interpretive signs throughout the Century Ponds neighborhood to include one or more of the following site-specific subjects: wetlands, natural resources, wildlife habitat, pollinators, history. Final sign design, size, and locations to be approved by City staff.
 - f) Wetland Buffer Sign Plan: Identify the location of wetland buffer signs to be installed along the approved wetland buffers. The signs should be placed every 100 feet at a minimum. The City of Maplewood supplies wetland buffer signs identifying that no building, mowing, or grading should take place within the buffer. There is a \$35 fee per sign.
 - g) Wetland Buffer Boundary Demarcation Plan for High-Traffic Areas: Identify areas around the approved wetland buffers where there are high traffic areas, such as behind

the townhome patios and lawn areas, and how those wetland buffers can be protected with strategies such as fencing, additional signage, or landscaping.

- h) Wetland Buffer Sign Installation: Install the City wetland buffer signs that specify that no building, mowing, cutting, grading, filling or dumping are allowed within the buffer.
- 3) Surety: A cash escrow or letter of credit to cover 150 percent of the wetland buffer mitigation. The City will retain the surety for up to three years as outlined in the maintenance agreement to ensure the wetland buffer mitigation and plantings are established and maintained.

Landscape Policies and Recommendations:

Review of the overall landscape plan to ensure nonnative and invasive species are avoided, seed mix is appropriate for use in areas proposed, and plantings are climate resilient.

- 1. Prior to the issuance of a grading permit the applicant must submit the following:
 - a. Revised landscape plans for the following areas:
 - 1) Sullivan's Milkweed: Identify on the landscape plans how the developer will coordinate with the Department of Natural Resources with further information about the location and number of Sullivan's Milkweed present on the site to discuss approved avoidance measures and/or the need for a Permit to Take.
 - 2) Park Landscape Plan: Final landscape plans for the new park to be reviewed and approved as part of the City's park development process. At a minimum tree planting within the park should include all trees proposed on the August 22, 2025, landscape plan, plus additional trees as determined through the review process.
 - 3) Single-Family and Townhome Landscape Plans:
 - a) Foundation planting plans for each single-family home and townhome to include a mix of perennials.
 - b) Landscape plans showing the use of energy conservation planting strategies, such as vegetation that provides shade to east and west-facing windows while avoiding shade to south-facing windows to maximize solar exposure during the winter and minimize solar exposure in the summer.

Stormwater Basin Recommendations

Several stormwater ponds and filtration basins are proposed throughout the development. The stormwater ponds and filtration basins are required to be planted, ideally with deep-rooted native plants. The City requires a portion of the basin to be planted rather than seeded; typically, a minimum of 5,000 square feet of plantings are required in large basins. Using plants rather than seed hastens establishment and provides a better chance of successful establishment. Basin bottoms and lower elevations almost never establish successfully from seed since the seed is washed away when stormwater flows into the basin.

1. Prior to the issuance of a grading permit the applicant must submit the following:
 - a. Revised landscape plan that shows a detailed planting plan for each pond and filtration basin to include a mix of native plugs and seed. The landscape plans on page 72 through 74 identify seed mix and plugs, but there is no detail on the seed mix, number, size, and species of plugs to be planted in the ponds and filtration basins.

Public Works Plan Review

PROJECT: Century Ponds Development
297 & 601 Century Avenue

PROJECT NO: 24-07

COMMENTS BY: Jon Jarosch, P.E. – Assistant City Engineer

DATE: 2-23-2026

PLAN SET: Plans dated 1-16/2026

REPORTS: Stormwater Management Plan dated 11-13-2025

The applicant is seeking final plat approval for Phase 1 of a residential development at the former Ponds at Battle Creek golf course site. DR Horton is proposing to redevelop the former golf course with approximately 133 residential homes and 73 townhomes in total over two phases.

This review does not constitute a final review of the plans, as the applicant will need to submit construction documents and calculations for final review. The following are engineering review comments on the design and act as conditions prior to issuing permits.

Stormwater Management

- 1) Draintile is proposed under portions of lots 15-24, Block 4. It is recommended that this draintile be shifted northerly to lie beneath the trail to protect it from future landscaping or fence installations by homeowners. If the draintile is to remain in this location, a 10-foot-wide public drainage and utility easement shall be provided over the pipe to allow for future maintenance.
- 2) In the proposed HydroCad model for wetland 11 (W-11), device #3 is shown as a 5-ft weir, yet it is in a 48" manhole. Please update accordingly.
- 3) The inlet and outlet inverts for structures 304 and 305 do not match the inverts utilized in the HydroCad model for wetland 14. Please update accordingly.
- 4) A stormwater maintenance agreement is required between the townhome area homeowner's association, the City of Maplewood, and the RWMWD.

Grading and Erosion Control

- 5) Ribbon-style (or other low-backed curbing) shall be installed at the end of the Sunflower Court cul-de-sac to aid in snow removal. This curbing shall be utilized between the parking bay area and lot 1 of Block 3. (Phase 2)
- 6) All erosion control blanket shall utilize natural netting only. Plastic netting is strictly forbidden.
- 7) Grading permits are required for both the mass grading of the site as well as for each individual lot as they are developed.

Watermain

- 8) The applicant shall work with the City to relocate the fire-hydrant at the end of Sunflower Court to better accommodate snow removal activities. (Phase 2)
- 9) The watermain connection between the single-family home and townhome portions of the project is not included in Phase 1. The applicant shall verify that Saint Paul Regional Water Services (SPRWS) approves of leaving this connection out until Phase 2.
- 10) All requirements of SPRWS shall be met.

General

- 11) City streetlighting standards call for streetlights to be installed at all street intersections, bends, and dead ends. In addition to the street lighting shown on the plans, streetlights shall also be included in the following locations. (Phase 2)
 - a. Inside bend of the road near Lot 20, Block 5.
 - b. Inside bend of the road near Lot 9, Block 6.
- 12) A number of tee-intersections are shown on the proposed asphalt trail layout. The applicant shall work with the City to configure these intersections for ease of snow removal. This would involve placing radii at intersection corners to allow plow vehicles to navigate corners without driving over adjacent grass.
- 13) An existing Saint Paul Police firing range is located near the southwest corner of this site. While this firing range has provided sound reduction measures over the years, the City still receives complaints from area residents from time to time. Potential homebuyers shall be made aware of the adjacent firing range. Likewise, this site lies adjacent to higher volume roadways such as Lower Afton Road, Century Avenue, and Highway 494. The applicant shall evaluate the need for sound mitigation measures for townhomes and homes proposed with this development to ensure they meet applicable noise standards.

- 14) The applicant shall include verbiage in Homeowners Association documents restricting drainage easement areas from having landscaping or other structures placed in the easement areas which could block the intended flow of runoff or maintenance in these areas. This is required for all lots in Blocks 6 & 7, lots 1 & 2 of Block 1, lots 1-3,9-11, & 26 of Block 5, lots 1-4, 7 & 8 of Block 4, lots 9 & 10 of Block 2, and lots 14-15 of Block 3.
- 15) The joint-adhesive note shown at the top of the typical road sections plan (sheet 19) shall be added to the Typical Residential Street Section – Urban standard plate shown at the bottom left of that page for clarity (similar to how the bituminous mixes are depicted).
- 16) Disturbed areas of Linwood Avenue and Mailand Road shall be restored per the City of Maplewood’s right-of-way ordinance.
- 17) Battle Creek Regional Park lies just north and west of this site. An existing trail connecting to this park lies along the north-side of Lower Afton Road. The applicant shall make a trail connection to this system from the Century Ponds Trail system (in coordination with Ramsey County Public Works). This trail connection shall utilize the existing enhanced crossing located on Lower Afton Road at Londin Lane.
- 18) The right-of-way for Sunflower Court shall be platted with Phase 1 in order to provide public access to the park property near the end of Sunflower Court.
- 19) The park property off the end of Sunflower Court shall be deeded to the City as part of Phase 1.
- 20) An escrow shall be provided to the City, as part of Phase 1, to cover the costs of an 8-foot wide asphalt trail, from the intersection of Sunflower Court and Bluestem Street to the park property. This is necessary to ensure the park is accessible to the public should Phase 2 not happen in the future.
- 21) Park fees, for the entire development, shall be submitted as part of Phase 1.
- 22) Trail easements shall be provided over all public trails within the development.

- END COMMENTS -