

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, February 10, 2025
City Hall, Council Chambers
Meeting No. 03-25

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. January 27, 2025 City Council Workshop Meeting Minutes
2. January 27, 2025 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
 - a. Council Calendar Update
2. Council Presentations
3. Community Design Review Board 2024 Annual Report
4. Planning Commission 2024 Annual Report

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

1. Approval of Claims
2. Local Lawful Gambling Permit for the Church of the Presentation of the Blessed Virgin Mary, 1725 Kennard Street
3. Local Lawful Gambling Permit for Knights of Columbus #4374, 1695 Kennard Street
4. Gallup Q12 Survey and Professional Services Five Year Contract
5. EAB Wood Waste Disposal
6. Resolution for Reduction of Retainage on Existing Construction Contract, 2024 Maplewood Street Improvements, City Project 23-08
7. Resolution Supporting a Minnesota Department of Employment and Economic Development Demolition Loan Application

H. PUBLIC HEARINGS – *If you are here for a Public Hearing please familiarize yourself with the Rules of Civility printed on the back of the agenda. Sign in with the City Clerk before addressing the council. At the podium please state your name and address clearly for the record. All comments/questions shall be posed to the Mayor and Council. The Mayor will then direct staff, as appropriate, to answer questions or respond to comments.*
None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. 2024 Alcohol Compliance Failures
2. Maplewood Assisted Living, 1744 County Road D East
 - a. Conditional Use Permit Amendment Resolution
 - b. Design Review Resolution
3. Contract for Demolition, 1830 Howard Street North

K. AWARD OF BIDS

1. Moose Lodge Demolition

L. ADJOURNMENT

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

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

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

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

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

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

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

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
6:15 P.M. Monday, January 27, 2025
City Hall, Council Chambers

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 6:15 p.m. by Mayor Abrams.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

Councilmember Lee moved to approve the agenda as submitted.

Seconded by Councilmember Juenemann Ayes– All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Development Process Review

City Manager Sable introduced the agenda item. Community Development Director Parr and City Attorney Batty gave the presentation. Mayor Abrams added additional comments.

No Action Required.

D. ADJOURNMENT

Mayor Abrams adjourned the meeting at 6:56 p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
 7:00 P.M. Monday, January 27, 2025
 City Hall, Council Chambers
 Meeting No. 02-25

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:03 p.m. by Mayor Abrams.

Mayor Abrams spoke about the Meritorious Service and Life Saving Awards being presented this evening and commended our Fire & EMS staff for their work and assistance with other communities.

B. PLEDGE OF ALLEGIANCE

Piper and Leo Mainka led the council in the pledge of allegiance.

C. ROLL CALL

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

D. APPROVAL OF AGENDA

Councilmember Lee moved to approve the agenda as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. January 13, 2025 City Council Meeting Minutes

Councilmember Lee moved to approve the January 13, 2025 City Council Meeting Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
a. Council Calendar Update

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

2. Council Presentations

None

3. Meritorious Service and Life Saving Awards for Fire Department Personnel

Fire & EMS Chief Mondor gave a recap of the fire and lifesaving actions taken by staff while responding to a call that took place in Vadnais Heights. Fire & EMS Chief Mondor presented the Meritorious Service and Life Saving Award to Fire Captain/Paramedic Brad McGee, Firefighter/Paramedics Emma Johnson, Wendy Mainka, and Nick Cook, for actions taken to rescue and perform lifesaving measures for two children trapped in a dwelling fire on November 2, 2024.

No action required.

4. Resolution Accepting Donation from Susan Forrest

Public Works Director Love have the staff report. Councilmember Lee read the letter submitted by Susan Forrest.

Councilmember Juenemann moved to approve the resolution accepting the donation made by Susan Forrest.

25-01-2380

EXPRESSING ACCEPTANCE OF AND APPRECIATION OF A DONATION TO THE MAPLEWOOD PUBLIC WORKS DEPARTMENT

WHEREAS, Susan Forrest, a resident of the City of Maplewood, has presented to the Maplewood Public Works Department a donation in the amount of \$70.00 in the form of a gift card to the Green Mill Restaurant; and

WHEREAS, this donation is intended for appreciation of tree removal work completed within a City of Maplewood storm sewer easement adjacent to her property; and

WHEREAS, the Maplewood City Council is appreciative of the donation.

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

1. The donation is accepted and acknowledged with gratitude; and
2. The donation will be used to purchase lunch for the Public Works Department staff.

Seconded by Councilmember Lee

Ayes – All

The motion passed.

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

Councilmember Juenemann moved to approve agenda items G1-G5.

Seconded by Councilmember Lee

Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the approval of claims.

ACCOUNTS PAYABLE:

\$ 161,377.10	Checks # 122513 thru # 122551 dated 1/14/25
\$ 232,558.11	Checks # 122552 thru # 122603 dated 1/21/25
\$ 505,413.63	Disbursements via debits to checking account dated 1/06/25 thru 1/19/25
<hr/>	
\$ 899,348.84	Total Accounts Payable

PAYROLL

\$ 950,417.05	Payroll Checks and Direct Deposits dated 1/17/25
<hr/>	
\$ 950,417.05	Total Payroll
<hr/>	
\$ 1,849,765.89	GRAND TOTAL

Seconded by Councilmember Lee

Ayes – All

The motion passed.

2. Audit Engagement Agreement with BerganKDV

Councilmember Juenemann moved to approve the audit engagement agreement with BerganKDV for the 2024 financial audit.

Seconded by Councilmember Lee

Ayes – All

The motion passed.

3. Purchase of Four Marked Squads and One Unmarked Squad

Councilmember Juenemann moved to approve the purchase of five new police vehicles.

Seconded by Councilmember Lee

Ayes – All

The motion passed.

4. Trunk Highway 61 Frontage Road Turnback, City Project 04-25

Councilmember Juenemann moved to approve the turnback of the Trunk Highway 61 frontage road property to the adjacent property owners on the east side of Trunk Highway 61 south of Interstate 694 and direct the Mayor and City Manager to sign the three quit claim deeds. Minor revisions as approved by the City Attorney are authorized as needed.

Seconded by Councilmember Lee

Ayes – All

The motion passed.

5. Purchase of Fire Radios

Councilmember Juenemann moved to approve the purchase of fire radios.

Seconded by Councilmember Lee

Ayes – All

The motion passed.

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

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

- 1. Resolution Accepting Feasibility Study, Authorizing Preparation of Plans and Specifications, and Calling for a Public Hearing for 2025 Maplewood Street Improvements, City Project 24-12**

Public Works Director Love gave the presentation and answered questions of council.

Councilmember Juenemann moved to approve the resolution accepting the feasibility report, authorizing the preparation of plans and specifications, and calling for a public hearing at 7:00 p.m. on February 24, 2025 for the 2025 Maplewood Street Improvements, City Project 24-12.

25-01-2381

ACCEPTING FEASIBILITY STUDY, AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS, AND CALLING FOR PUBLIC HEARING

WHEREAS, pursuant to a resolution of the council adopted August 12th, 2024, a feasibility report has been prepared by the City Engineering Division with reference to the improvement project, 2025 Maplewood Street Improvements, City Project 24-12, and this report was received by the Council on January 27th, 2025; and

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost-effective, and feasible.

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

1. The City Council will consider the 2025 Maplewood Street Improvements, City Project 24-12 in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total project cost of \$9,588,300.
2. The City Engineer, or their designee, is the designated engineer for this improvement project and is hereby directed to prepare final plans and specifications for the making of said improvement.
3. The Finance Director is hereby authorized to make the financial transfers necessary for the preparation of plans and specifications. A proposed budget of \$9,588,300 shall be established. The proposed financing plan is as follows:

Estimated Project Cost Recovery		
Funding Source	Total Amount	% of Total
General Obligation (G.O.) Improvement Bonds	\$2,419,941	25%
Street Revitalization Fund	\$2,451,639	26%
Environmental Utility Fund	\$1,863,000	20%
Sanitary Sewer Fund	\$583,400	6%
Water Area Fund (WAC)	\$133,300	1%
St. Paul Regional Water Services (SPRWS)	\$771,000	8%
Special Benefit Assessment	\$1,366,020	14%
Total Estimated Project Funding:	\$9,588,300	100%

4. A public hearing shall be held on such proposed improvement on the 24th day of February, 2025 at 7:00 PM. The City Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Seconded by Councilmember Villavicencio

Ayes – All

The motion passed.

K. AWARD OF BIDS

None

L. ADJOURNMENT

Mayor Abrams adjourned the meeting at 7:32 p.m.

DRAFT

CITY COUNCIL STAFF REPORT

Meeting Date February 10, 2025

REPORT TO: City Council

REPORT FROM: Michael Sable, City Manager

PRESENTER: Michael Sable, City Manager

AGENDA ITEM: Council Calendar Update

Action Requested: ☐ Motion ☒ Discussion ☐ Public Hearing

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

Policy Issue:

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

Recommended Action:

No motion needed. This is an informational item.

Upcoming Agenda Items and Work Sessions Schedule:

February 24: Workshop: YMCA of the North Discussion

March 10: EDA/Council Workshop: Economic Development Strategy Work Session - 5 pm

March 24: Workshop: Police Staffing Study Results

Council Comments:

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

1. Discuss option of permanently moving City fireworks event to fall
2. Transit Discussion
3. Discuss Charitable Gambling Policy

Community Events and Notifications:

1. Skate with Public Safety – Saturday, February 15, Wakefield Park 12PM – 3PM
2. Joe Bergeron Community Service Award – Nominations Close March 31

Maplewood Living Schedule:

Author	Due Date	Edition
Juenemann	Feb 14, 2025	March 2025
Cave	April 17, 2025	May 2025
Villavicencio	June 17, 2025	July 2025
Lee	Aug 19, 2025	Sept 2025

CITY COUNCIL STAFF REPORT
Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Elizabeth Hammond, Planner

PRESENTER: Bill Kempe, Chairperson, Community Design Review Board

AGENDA ITEM: Community Design Review Board 2024 Annual Report

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

Maplewood city ordinance requires the Community Design Review Board (CDRB) to prepare a report for the city council each year outlining the board's actions and activities during the preceding year. The report may include recommended changes, including but not limited to ordinances and/or procedures.

Recommended Action:

Motion to approve the Community Design Review Board's 2024 Annual Report.

Fiscal Impact:

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

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

Strategic Plan Relevance:

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

The City's board and commissions report their activities for the past year to the City Council.

Background

At the January 21, 2025, Community Design Review Board (CDRB) meeting, staff presented the board's 2024 Annual Report. CDRB's Annual Report is part of the more extensive Community Development Annual Report, which also includes the annual report for the Planning Commission. In coordination with staff from the Community Development Department, many projects and initiatives the City and the department work on require and rely on feedback and guidance from multiple boards and commissions.

Attachments

1. 2024 Community Design Review Board Annual Report

2024 Community Design Review Board (CDRB) Annual Report

Members of the Board

Bill Kempe, Chairperson
Tom Oszman, Vice Chairperson
Jason Lamers
Ananth Shankar
Amanda Reinert

2024 Actions and Activities

Election of Officers

This past year, the CDRB conducted the annual election of officers. Bill Kempe was re-elected Chairperson, and Tom Oszman was re-elected Vice Chairperson.

Climate Mitigation Plan – Steering Committee Discussion

Shann Finwall, Environmental Planner, gave a presentation on the City's Climate Mitigation Plan. Board members Shankar and Lamers volunteered to participate on the committee on behalf of the Community Design Review Board.

Major Projects Reviewed in 2024

- Mister Car Wash, 3050 White Bear Avenue North
- Woodland Hills Church parking lot and site improvements, 1740 Van Dyke Street
- Multi-Tenant Medical Clinic Building, 1706 White Bear Avenue North
- MnDOT Research Laboratory Building Addition, 1400 Gervais Avenue East
- Ross Dress for Less at Birch Run Station, Comprehensive Sign Plan Amendment, 1715 Beam Avenue East
- Gladstone Village II multifamily apartment project, 1880 English Street North
- Hampton Companies, 2694 Maplewood Drive North
- Multifamily Residential Project, multi-family housing building, 2615 Maplewood Drive
- Saint Paul Rugby Club, Comprehensive Sign Plan, 63 Sterling Street North
- Starbuck's Coffee Shop at Birch Run Station, 1715 Beam Avenue East

2024 Summary and Looking Ahead to 2025

In 2024, the CDRB met six times and reviewed ten items. This is a slight decrease overall from previous years. Still, there were some exciting new construction projects to note.

On White Bear Avenue, Mister Car Wash completed construction on the north end, and a new multi-tenant medical clinic is being built on the south. Over on Maplewood Drive, a long-standing

vacant parcel will soon be home to Hampton Companies' new office and warehouse building for the construction company.

The expansive parking lot area at Birch Run Station was divided to create two new development parcels within the existing parking lot. A new Starbucks coffee shop was approved for one of the newly created parcels. The property owner plans to develop the other parcel with a multi-tenant retail building or a drive-through restaurant.

JB Vang will develop Gladstone Village II, a 56-unit affordable multifamily apartment project at 1880 English Street North, immediately south of Gladstone Village I at 1310 Frost Avenue East, which was approved in 2023. When completed, these projects will provide 121 new homes for existing or new Maplewood residents.

Staff will work to coordinate training for the design board this year related to their role and responsibilities. This will also incorporate a training session focused on how the Community Design Review Board's work fits the city's broader goals and policies.

Because Maplewood is approximately 95 percent developed and has limited remaining vacant sites available, in-fill development, redevelopment, and expansion have become the norm for the City. Due to redevelopment efforts made throughout Maplewood, the types of projects Maplewood will likely see will be more complex and time-consuming.

CITY COUNCIL STAFF REPORT
Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Elizabeth Hammond, Planner

PRESENTER: Tushar Desai, Chairperson, Planning Commission

AGENDA ITEM: Planning Commission 2024 Annual Report

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

Maplewood city ordinance requires the Planning Commission to prepare a report for the city council each year outlining the commission's actions and activities during the preceding year. The report may include recommended changes, including but not limited to ordinances and/or procedures.

Recommended Action:

Motion to approve the Planning Commission's 2024 Annual Report.

Fiscal Impact:

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

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

Strategic Plan Relevance:

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

The City's board and commissions report their activities for the past year to the City Council.

Background

At the January 21, 2025, Planning Commission meeting, staff presented the commission's 2024 Annual Report. The Planning Commission's Annual Report is part of the more extensive Community Development Annual Report that also includes the annual report for the Community Design Review Board. In coordination with staff from the Community Development Department, many projects and initiatives the City and the department work on require and rely on feedback and guidance from multiple boards and commissions.

Attachments

1. 2024 Planning Commission Annual Report

2024 Planning Commission Annual Report

Members of the Board

Tushar Desai, Chairperson
Lue Yang, Vice Chairperson
Paul Arbuckle
John Eads
Allan Ige
Tom Oszman
Scott Wullschleger

2024 Actions and Activities

Election of Officers

This past year, the commission conducted the annual election of officers. Tushar Desai was elected Chairperson, and Lue Yang as Vice Chairperson.

Retirement and New Appointment

Fred Dahm retired from serving on the commission. The city council appointed Mr. Dahm to the Planning Commission on April 27, 2015, and he served until March 19, 2024. Scott Wullschleger, a new commissioner, was appointed on November 12, 2024.

Major Projects Reviewed in 2024

- Conditional Use Permit, Woodland Hills Church, 1740 Van Dyke Street
- Conditional Use Permit, Mister Car Wash, 3050 White Bear Avenue
- Conditional Use Permit Amendment and Setback Variance, Vehicle Maintenance Garage, 1081 Highway 36 East
- Conditional Use Permit, Sejong Academy, 2410 Stillwater Road East
- Conditional Use Permit, Gladstone Village II, 1880 English Street North – multifamily apartment project
- Conditional Use Permit, Hampton Companies, 2694 Maplewood Drive North – new commercial office and warehouse building
- Conditional Use Permit, Harriet Tubman Center East, 2675 Larpenteur Avenue East
- Sign Variance, Mister Car Wash, 3050 White Bear Avenue North
- Setback Variance, Larkin Dance Studio 1400 Highway 36 East - expanded parking lot
- Capital Improvement Plan 2025-2029

- An Ordinance Amending Section 44-22 – Reasonable Accommodations, including moving the section to a new Chapter 2, Article VI, Division 1 and supporting a study to explore the need to establish a buffer between designated sober homes
- An Ordinance Amending Chapter 44, Articles I and II – Cannabis Businesses

2024 Summary and Looking Ahead to 2025

In 2024, the Planning Commission met seven times and reviewed 13 items: three variance requests, seven conditional use permit requests, and two zoning text amendments. This is a slight decrease from previous years. Still, it is worth noting that 2024 included some exciting new construction projects, new businesses, expanding community-centered organizations, and a new school.

On White Bear Avenue, Mister Car Wash completed construction on the north end, and a new multi-tenant medical clinic is being built on the south. Over on Maplewood Drive, a long-standing vacant parcel will soon be home to Hampton Companies' new office and warehouse building for the construction company.

The expansive parking lot area at Birch Run Station was divided to create two new development parcels within the existing parking lot. The design board approved a new Starbucks coffee shop for one of the newly created parcels. The property owner plans to develop the other parcel with a multi-tenant retail building or a drive-through restaurant. The commission will likely be involved in this future development review.

JB Vang will develop Gladstone Village II, a 56-unit affordable multifamily apartment project at 1880 English Street North, immediately south of Gladstone Village I at 1310 Frost Avenue East, which was approved in 2023. These projects will provide 121 new homes for existing or new Maplewood residents when completed.

A new school, Sejong Academy, will operate within Gethsemane Church on Stillwater Road, and Larkin Dance Studio off Cope Avenue and south of Highway 36 will be working to update its parking lot, stormwater maintenance, and landscaping. The commission reviewed the City's Capital Improvement Plan for 2025-2029 and assisted in updating ordinances related to reasonable accommodations and cannabis businesses in the city for efficient review of future proposals.

The Commission took special care in reviewing the requests in 2024 to ensure the spirit of the City's ordinances was still being applied while allowing property owners to expand and build reasonably in Maplewood.

Staff will work to coordinate training for the planning commission this year related to their role and responsibilities. This will also incorporate a training session focused on how the Planning Commission's work relates to the city's broader goals and policies.

Because Maplewood is approximately 95 percent developed and has limited remaining vacant sites available, in-fill development, redevelopment, and expansion have become the norm for the City. Due to redevelopment efforts made throughout Maplewood, the types of projects Maplewood will likely see will be more complex and time-consuming.

CITY COUNCIL STAFF REPORT

Meeting Date February 10, 2025

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

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

Policy Issue:

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

Recommended Action:

Motion to approve the approval of claims.

ACCOUNTS PAYABLE:

\$	4,352,678.81	Checks # 122604 thru # 122638 dated 1/28/25
\$	1,367,774.12	Checks # 122639 thru # 122663 dated 2/04/25
\$	2,559,452.36	Disbursements via debits to checking account dated 1/20/25 thru 2/02/25
<hr/>		
\$	8,279,905.29	Total Accounts Payable

PAYROLL

\$	950,417.05	Payroll Checks and Direct Deposits dated 1/31/25
<hr/>		
\$	950,417.05	Total Payroll
<hr/>		
\$	9,230,322.34	GRAND TOTAL

Background

A detailed listing of these claim has been provided. Please call me at 651-249-2902 if you have any questions on the attached listing. This will allow me to check the supporting documentation on file if necessary.

Attachments

1. Listing of Paid Bills

Check Register
City of Maplewood

Check	Date	Vendor	Description	Amount
122604	1/28/2025	1925 AMERICAN PRESSURE INC.	PARTS/SERVICE TO REPAIR SOUTH BAY PRESSURE WASHER	\$ 933.61
122605	1/28/2025	2259 ANIMAL HUMANE SOCIETY	Q4 ANIMAL INTAKE SERVICES 2024	6,759.00
122606	1/28/2025	5559 AL TECHNOLOGIES, LLC	JANUARY - MONTHLY RECURRING CHARGES	409.53
122607	1/28/2025	6225 BREMER BANK NATIONAL ASSOC.	PRINCIPLE/INTEREST PAYMENT FOR 2020A BONDS	582,732.31
122608	1/28/2025	7189 CLEARVIEW AI	SOFTWARE FOR INVESTIGATIONS 2025	4,995.00
122609	1/28/2025	7180 ECHO DATA ANALYTICS	2025 FEES	8,250.00
122610	1/28/2025	464 EMERGENCY AUTOMOTIVE TECH, INC	NEW SQUAD BUILD VIN#1C4RDJFG4RC139663	5,789.34
	1/28/2025	464 EMERGENCY AUTOMOTIVE TECH, INC	SQUAD COMPUTER DOCKING STATIONS (3)	3,193.35
122611	1/28/2025	6484 EMS MANAGEMENT & CONSULTANTS	EMS BILLING - DECEMBER	7,199.48
122612	1/28/2025	6303 FAUL PSYCHOLOGICAL FORENSIC	PRE-EMPLOYMENT SERVICES 2024	1,330.00
122613	1/28/2025	3759 HOTSY MINNESOTA	PD PRESSURE WASHER BULK SOAP	401.31
122614	1/28/2025	7185 INDEPENDENT TESTING TECHNOLOGIES INC	CITY PROJ 24-12: GEOTECHNICAL BORINGS AND CORES	42,440.00
122615	1/28/2025	789 KATH FUEL OIL SERVICE CO	BULK DEF FLUID, ANTIFREEZE, WINDSHIELD FLUID	1,299.05
122616	1/28/2025	2137 KENNEDY & GRAVEN CHARTERED	ATTORNEY FEES - DECEMBER 2024	13,102.22
122617	1/28/2025	857 LEAGUE OF MINNESOTA CITIES	2025 DUES FOR ASSISTANT CITY MANAGER	190.00
122618	1/28/2025	6487 LOCALITY MEDIA INC	2025 SOFTWARE	22,945.00
122619	1/28/2025	917 MACQUEEN EMERGENCY	MSA LUNAR X1	1,928.00
122620	1/28/2025	3818 MEDICA	MONTHLY PREMIUM - FEBRUARY 2025	245,560.52
122621	1/28/2025	986 METROPOLITAN COUNCIL	DECEMBER 2024 - MONTHLY SAC	101,850.21
122622	1/28/2025	1126 NCPERS GROUP LIFE INS. MN	MONTHLY PREMIUM - FEBRUARY 2025	384.00
122623	1/28/2025	1 ONE TIME VENDOR	REFUND BLD-24-03688RB PERMIT FEE PLUS SURTAX	117.00
122624	1/28/2025	1 ONE TIME VENDOR	EAB PRIVATE ASH TREE REMOVAL: 1818 PROSPERITY	3,000.00
	1/28/2025	1 ONE TIME VENDOR	EAB PRIVATE ASH TREE REMOVAL: 1806 CLARENCE STREET	1,496.13
122625	1/28/2025	1 ONE TIME VENDOR	DIRECT DEPOSIT RETURN 1/17/2025	41.56
122626	1/28/2025	1340 REGIONS HOSPITAL	EMS SUPPLIES 4TH QTR 2024	176.48
122627	1/28/2025	1340 REGIONS HOSPITAL	PHARMACY SUPPLIES Q4 2024	242.48
122628	1/28/2025	3879 SANSIO	DECEMBER 2024 SANFAX AND SAAS	1,076.00
122629	1/28/2025	1836 ST PAUL, CITY OF	RRFB REPAIR CO RD B @ BIRMINGHAM ST	624.00
122630	1/28/2025	5176 T-MOBILE USA	INVESTIGATIONS TOWER / AREA DUMP 2024	350.00
122631	1/28/2025	6293 TRITECH SOFTWARE SYSTEMS	2025 ZUERCHER/CENTRALSQUARE RMS MAINTENANCE	54,611.99
122632	1/28/2025	5805 AXON ENTERPRISE, INC.	2025 AXON FLEET PAYMENT	58,315.20
122633	1/28/2025	6078 BOND TRUST SRVS CORP	2019A DEBT SVS PMT REF 333364	312,587.50
	1/28/2025	6078 BOND TRUST SRVS CORP	2020B DEBT SERVICE PMT REF 336632	431,450.00
	1/28/2025	6078 BOND TRUST SRVS CORP	2021A DEBT SERVICE PMT REF 339339	493,556.25
	1/28/2025	6078 BOND TRUST SRVS CORP	2021B DEBT SERVICE PMT REF 340082	982,025.00
	1/28/2025	6078 BOND TRUST SRVS CORP	2022A DEBT SERVICE PMT REF 340379	207,225.00
	1/28/2025	6078 BOND TRUST SRVS CORP	2023A DEBT SERVICE PMT REF 341635	98,850.00
	1/28/2025	6078 BOND TRUST SRVS CORP	2024A DEBT SERVICE PMT REF 342228	121,045.83
122634	1/28/2025	348 CRYSTEEL TRUCK EQUIP INC	PLOW FOR NEW PARKS TRUCK UNIT 651	10,359.00
122635	1/28/2025	985 METROPOLITAN COUNCIL	WASTEWATER - FEBRUARY	417,860.81
122636	1/28/2025	1337 RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - DECEMBER	262.08
	1/28/2025	1337 RAMSEY COUNTY-PROP REC & REV	2024 STREET STRIPING	27,700.79
	1/28/2025	1337 RAMSEY COUNTY-PROP REC & REV	CAD PHONE FEES DECEMBER	60.00
	1/28/2025	1337 RAMSEY COUNTY-PROP REC & REV	CAD PHONE FEES NOVEMBER	60.00
	1/28/2025	1337 RAMSEY COUNTY-PROP REC & REV	CAD PHONE FEES DECEMBER	60.00
	1/28/2025	1337 RAMSEY COUNTY-PROP REC & REV	CAD PHONE FEES NOVEMBER	60.00
122637	1/28/2025	4845 TENNIS SANITATION LLC	DECEMBER 2024 RESIDENTIAL RECYCLING	76,530.00
122638	1/28/2025	1190 XCEL ENERGY	ELECTRIC & GAS UTILITY DECEMBER	626.61
	1/28/2025	1190 XCEL ENERGY	ELECTRIC UTILITY DECEMBER	617.17
35 Checks in this report.				\$ 4,352,678.81

Check Register
City of Maplewood

Check	Date	Vendor	Description	Amount
122639	2/4/2025	6160 AWARDS NETWORK	EMPLOYEE RECOGNITION AWARD	\$ 150.00
122640	2/4/2025	5991 BECKER FIRE & SAFETY SRVS LLC	FIRE EXTINGUISHER SERVICE	79.50
122641	2/4/2025	7194 CORNERSTONE CHEVROLET STILLWATER	PSA 2025 TAHOE PD ADMIN VIN #1GNS6NRD1SR121281	65,238.00
122642	2/4/2025	3645 CUMMINS SALES AND SERVICE	E323 COOLANT REPAIR	4,309.33
122643	2/4/2025	7193 CUSTOM FIRE APPARATUS INC.	E313 - FIRE ENGINE CHASSIS	510,410.00
122644	2/4/2025	464 EMERGENCY AUTOMOTIVE TECH, INC	NEW SQUAD BUILD VIN #1C4RDJFG0RC139661	5,779.79
122645	2/4/2025	5313 GRAPHIC DESIGN, INC.	BUSINESS CARDS - FIRE DEPT	263.26
122646	2/4/2025	6311 HEIMAN FIRE EQUIPMENT	LETTER PATCH	142.87
122647	2/4/2025	917 MACQUEEN EMERGENCY	FACEPIECES	4,379.24
122648	2/4/2025	1 ONE TIME VENDOR	REFUND TO PATIENT	1,723.00
122649	2/4/2025	1 ONE TIME VENDOR	EMS MC REFUND - PATIENT OVERPAYMENT	260.00
122650	2/4/2025	1 ONE TIME VENDOR	EMS MC REFUND - PATIENT OVERPAYMENT	632.71
122651	2/4/2025	1 ONE TIME VENDOR	EMS MC REFUND - PATIENT OVERPAYMENT	40.00
122652	2/4/2025	1340 REGIONS HOSPITAL	1/14/2025 ACLS EP TRAINING	4,250.00
	2/4/2025	1340 REGIONS HOSPITAL	1/21/25 ACLS RECERT	4,000.00
122653	2/4/2025	7192 RONDO COMMUNITY LAND	GRANT REIMBURSEMENT - RICE STREET GARDEN	81,646.00
122654	2/4/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	48.24
	2/4/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	281.18
	2/4/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	83.13
	2/4/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	68.78
	2/4/2025	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	809.09
	2/4/2025	198 ST PAUL REGIONAL WATER SRVS	HYDRANT USE 2024	3,864.12
	2/4/2025	198 ST PAUL REGIONAL WATER SRVS	HYDRANT USE 2024	1,917.00
122655	2/4/2025	5241 WARNING LITES OF MN, INC.	CONES - SIGNS - TRAFFIC DEVICES	1,795.44
122656	2/4/2025	5805 AXON ENTERPRISE, INC.	2024 AXON FLEET PAYMENT	46,652.38
122657	2/4/2025	7095 JAYNE FRAHM	JANUARY 2025 PLAN REVIEW SERVICES	1,344.00
122658	2/4/2025	7188 LAND TITLE, INC.	LCDA GRANT REIMBURSEMENT - GLADSTONE VILLAGE	511,765.00
	2/4/2025	7188 LAND TITLE, INC.	TBRA GRANT REIMBURSEMENT FOR GLADSTONE VILLAGE	100,000.00
122659	2/4/2025	5670 PETERSON COUNSELING AND CONSULTING LLC	JANUARY 2025 - SERVICE FEES	2,410.00
122660	2/4/2025	1574 T A SCHIFSKY & SONS, INC	1/19/25 - 1/25/25 WEIGHT TICKETS	20.00
122661	2/4/2025	1190 XCEL ENERGY	GAS UTILITY JANUARY	291.52
	2/4/2025	1190 XCEL ENERGY	GAS UTILITY JANUARY	556.85
	2/4/2025	1190 XCEL ENERGY	ELECTRIC UTILITY JANUARY	20.68
	2/4/2025	1190 XCEL ENERGY	ELECTRIC UTILITY JANUARY	67.36
	2/4/2025	1190 XCEL ENERGY	ELECTRIC UTILITY JANUARY	50.91
	2/4/2025	1190 XCEL ENERGY	ELECTRIC UTILITY JANUARY	1,369.40
	2/4/2025	1190 XCEL ENERGY	ELECTRIC & GAS UTILITY DECEMBER 2024	9,559.21
122662	2/4/2025	1 ONE TIME VENDOR	EAB PRIVATE ASH TREE REMOVAL: 1806 CLARENCE STREET	1,496.13
122663	2/4/2025	1 ONE TIME VENDOR	EAB PRIVATE ASH TREE REMOVAL: 1818 PROSPERITY	3,000.00
25 Checks in this report.				<u>\$ 1,367,774.12</u>

CITY OF MAPLEWOOD
Disbursements via Debits to Checking Account

Settlement Date	Payee	Description	Amount
1/21/2025	Delta Dental	Dental Premium	\$ 2,639.38
1/22/2025	Delta Dental	Dental Premium	1,128.88
1/27/2025	Delta Dental	Dental Premium	3,114.44
1/21/2025	Empower - State Plan	PR - Deferred Compensation	37,646.60
1/31/2025	ICMA (Vantagepointe)	PR - Deferred Compensation	7,998.00
1/23/2025	ICMA (Vantagepointe)	Retiree Health Savings	77,318.37
1/31/2025	ICMA (Vantagepointe)	Retiree Health Savings	1,190.00
1/31/2025	Labor Unions	Union Dues	1,095.92
1/21/2025	MN State Treasurer	PR - State Payroll Tax	40,234.49
1/22/2025	MN Dept of Revenue	Sales Tax	120.00
1/22/2025	MN Dept of Revenue	Fuel Tax	587.67
1/24/2025	Optum Health	DCRP & Flex Plan Payments	5,176.29
1/31/2025	Optum Health	DCRP & Flex Plan Payments	16.16
1/21/2025	Optum Health	H.S.A. Payments	11,701.88
1/31/2025	P.E.R.A.	PR - P.E.R.A.	178,470.80
1/31/2025	US Bank	Debt Service Payments	2,046,028.75
1/17/2025	U.S. Treasurer	PR - Federal Payroll Tax	144,984.73
			<u>\$ 2,559,452.36</u>

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	01/31/25	ABDIRISAK, ABDULLAHI	\$ 5,735.24	
	01/31/25	ABRAMS, MARYLEE	670.40	
	01/31/25	ADAMS, DAVID	3,280.65	
	01/31/25	AMENYA, FLORENCE	48.75	
	01/31/25	ARNOLD, AJLA	1,195.56	
	01/31/25	BAUMAN, ANDREW	4,922.84	
	01/31/25	BEGGS, REGAN	4,192.90	\$ 1,364.80
	01/31/25	BEITLER, NATHAN	9,472.44	4,563.23
	01/31/25	BELDE, STANLEY	200.00	
	01/31/25	BENJAMIN, MARKESE	7,514.79	2,113.20
	01/31/25	BERG, TERESA	722.50	
	01/31/25	BERGERON, ASHLEY	6,850.24	2,149.20
	01/31/25	BERGO, CHAD	6,154.99	1,998.00
	01/31/25	BIERDEMAN, BRIAN	12,945.51	3,600.00
	01/31/25	BJORK, BRANDON	75.00	
	01/31/25	BOOR, JACOB	3,776.37	
	01/31/25	BORN, BRIAN	4,232.29	
	01/31/25	BREIMHURST, LAUREN	2,968.99	
	01/31/25	BRENEMAN, NEIL	6,531.63	1,816.40
	01/31/25	BRINK, TROY	7,172.39	1,986.80
	01/31/25	BRITT, AIRION	1,991.21	
	01/31/25	BUCKLEY, BRENT	4,973.60	1,588.00
	01/31/25	BURT-MCGREGOR, EMILY	4,826.77	
	01/31/25	BUSACK, DANIEL	14,838.73	3,712.80
	01/31/25	CAMPBELL, KEVIN	90.00	
	01/31/25	CAMPBELL, MACLANE	4,925.26	
	01/31/25	CAMPBELL, NOAH	187.50	
	01/31/25	CARNES, JOHN	-	
	01/31/25	CAVE, REBECCA	590.40	
	01/31/25	CHANG, KENG	982.50	
	01/31/25	CHRISTENSON, SCOTT	4,036.40	1,312.40
	01/31/25	COLEMAN, ALEXANDRA	-	
	01/31/25	CONDON, MITCHELL	4,958.64	
	01/31/25	CONNOLLY, PETER	5,484.96	
	01/31/25	COOK, NICKLAUS	3,973.99	
	01/31/25	COOK, TANNER	4,908.76	
	01/31/25	CORTESI, LUANNE	3,199.61	620.40
	01/31/25	CRAWFORD, RAYMOND	8,068.67	
	01/31/25	CRUMMY, CHARLES	7,367.48	
	01/31/25	DABRUZZI, THOMAS	9,302.70	
	01/31/25	DARROW, MICHAEL	6,794.78	

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	01/31/25	DAVISON, BRADLEY	5,542.58	
	01/31/25	DAWSON, RICHARD	-	
	01/31/25	DEMULLING, JOSEPH	9,412.11	2,324.80
	01/31/25	DOUGLASS, TOM	5,266.88	1,240.80
	01/31/25	DUCHARME, JOHN	3,762.14	
	01/31/25	DUGAS, MICHAEL	10,127.96	2,812.80
	01/31/25	DUQUE, NATALIA	135.00	
	01/31/25	EDGE, DOUGLAS	4,688.14	1,501.20
	01/31/25	ENGSTROM, ANDREW	3,759.10	
	01/31/25	ESPESETH, SHAWN	2,913.60	
	01/31/25	EVANS, CHRISTINE	4,608.40	1,501.20
	01/31/25	EVERSON, PAUL	-	
	01/31/25	FINWALL, SHANN	7,867.23	2,215.20
	01/31/25	FORSYTHE, MARCUS	4,668.57	
	01/31/25	FOWLDS, MYCHAL	7,331.75	1,058.61
	01/31/25	FRANCO VINCENT, RACHEL	3,630.79	
	01/31/25	FRANZEN, NICHOLAS	8,210.07	2,198.00
	01/31/25	FRIBERG, DAVID	4,166.25	1,283.20
	01/31/25	FRITZE, DEREK	8,105.39	2,149.20
	01/31/25	GABRIEL, ANTHONY	8,832.52	2,324.80
	01/31/25	GEISELHART, BENJAMIN	5,063.72	
	01/31/25	GERNES, CAROLE	5,065.52	1,651.20
	01/31/25	GERONSIN, ALEXANDER	3,865.54	
	01/31/25	GIVAND, JONATHAN	4,289.60	
	01/31/25	GORACKI, GERALD	240.00	
	01/31/25	GREEN, JAMIE	5,492.66	
	01/31/25	GRUHLKE, LUKE	5,467.95	
	01/31/25	GULYASH, LANCE	135.00	
	01/31/25	HAGEN, JOHN	4,883.79	
	01/31/25	HAGEN, MICHAEL	5,803.15	
	01/31/25	HALWEG, JODI	6,472.27	
	01/31/25	HAMMOND, ELIZABETH	2,714.76	
	01/31/25	HANG, RYAN	4,046.47	
	01/31/25	HANSEN, MICHAEL	90.00	
	01/31/25	HAWKINSON, TIMOTHY	4,785.81	
	01/31/25	HAWTHORNE, ROCHELLE	5,365.59	
	01/31/25	HAYS, TAMARA	3,363.97	
	01/31/25	HER, PHENG	4,660.59	
	01/31/25	HER, TERRELL	6,685.79	1,878.40
	01/31/25	HERBER, GREGORY	90.00	
	01/31/25	HERBST, JONATHEN	2,626.85	
	01/31/25	HINNENKAMP, GARY	3,668.02	
	01/31/25	HOEMKE, MICHAEL	7,301.56	

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	01/31/25	JACOBSON, CARL	6,007.28	
	01/31/25	JAHN, DAVID	2,678.29	
	01/31/25	JANASZAK, MEGHAN	3,807.03	
	01/31/25	JAROSCH, JONATHAN	6,276.31	
	01/31/25	JENSEN, JOSEPH	3,123.65	
	01/31/25	JOHNSON, BARBARA	2,239.20	
	01/31/25	JOHNSON, ELIZABETH	4,190.59	1,364.80
	01/31/25	JOHNSON, EMMA	5,914.47	
	01/31/25	JOHNSON, RANDY	5,067.51	
	01/31/25	JONES, DONALD	4,680.63	1,501.20
	01/31/25	JORDAN, TIMOTHY	2,576.27	
	01/31/25	JUENEMANN, KATHLEEN	590.40	
	01/31/25	KADEN, JACOB	4,163.15	
	01/31/25	KERR, STEPHEN	2,913.60	
	01/31/25	KIM, WINSTON	4,196.09	
	01/31/25	KNUTSON, LOIS	5,214.32	
	01/31/25	KONG, TOMMY	5,046.81	
	01/31/25	KRAL, EMMA	4,643.21	
	01/31/25	KUBAT, ERIC	9,227.81	
	01/31/25	KUCHENMEISTER, GINA	2,770.41	
	01/31/25	KUCHENMEISTER, JARED	45.00	
	01/31/25	KUCHENMEISTER, JASON	2,604.80	
	01/31/25	LANDER, CHARLES	4,810.48	
	01/31/25	LANGNER, TODD	40.00	
	01/31/25	LANIK, JAKE	5,529.91	
	01/31/25	LARSON, MICHELLE	2,586.29	
	01/31/25	LEE, CHONBURI	590.40	
	01/31/25	LEE, MALY	45.00	
	01/31/25	LENERTZ, NICHOLAS	4,249.79	
	01/31/25	LENTINI, LINDSAY	3,547.09	
	01/31/25	LENTZ, DANIEL	4,094.48	
	01/31/25	LO, SATHAE	180.00	
	01/31/25	LOVE, STEVEN	7,537.10	
	01/31/25	LYNCH, KATHERINE	4,679.20	
	01/31/25	MAINKA, WENDY	5,354.38	
	01/31/25	MALESKI, MICHAEL	5,804.37	
	01/31/25	MALLET, MICHAEL	5,952.68	
	01/31/25	MARINO, JASON	8,534.33	2,315.20
	01/31/25	MARK, OLAF	4,742.49	
	01/31/25	MARTIN, MICHAEL	9,752.94	2,704.40
	01/31/25	MCGEE, BRADLEY	4,908.31	
	01/31/25	MCKANE, QUINN	150.00	
	01/31/25	MEISSNER, BRENT	3,163.27	

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	01/31/25	MERKATORIS, BRETT	5,278.41	
	01/31/25	MILLER, SETH	3,973.99	
	01/31/25	MLODZIK, JASON	2,963.91	
	01/31/25	MONDOR, MICHAEL	13,941.36	3,403.60
	01/31/25	MORALES, MARIO	2,239.20	
	01/31/25	MORRIS-KARL, AIDEN	2,713.07	
	01/31/25	MOUA, JENNIFER	2,244.19	
	01/31/25	MOUTON, JOHANNA	2,527.00	15.20
	01/31/25	MOY, PAMELA	2,587.20	
	01/31/25	MURRAY, RACHEL	9,074.29	2,324.80
	01/31/25	NAUGHTON, JOHN	3,593.83	
	01/31/25	NEILY, STEVEN	9,432.01	4,117.20
	01/31/25	NELSON, GRADON	5,929.33	
	01/31/25	NELSON, TAKITA	277.50	
	01/31/25	NIELSEN, KENNETH	4,708.15	
	01/31/25	NORVE, ROBERT	4,149.47	
	01/31/25	NOVAK, JEROME	5,579.60	
	01/31/25	NYE, MICHAEL	5,702.02	
	01/31/25	ORE, JORDAN	5,879.39	1,501.20
	01/31/25	ORLANDO, TYLER	6,210.20	
	01/31/25	PASDO, JOSEPH	6,882.63	1,878.40
	01/31/25	PATROS, CLARE	3,580.99	
	01/31/25	PAYNE, DEDRIC	4,133.27	
	01/31/25	PIPKIN, JULIA	1,333.76	
	01/31/25	POWERS, KENNETH	6,459.21	
	01/31/25	PRIEM, STEVEN	4,646.50	1,150.00
	01/31/25	QUIRK, JAMES	4,807.39	
	01/31/25	RACETTE, THOMAS	3,490.14	
	01/31/25	RENNER, MICHAEL	3,460.94	
	01/31/25	RETHWILL, SCOTT	4,628.49	
	01/31/25	ROBBINS, AUDRA	8,821.42	2,417.60
	01/31/25	RUEB, JOSEPH	10,601.26	2,909.20
	01/31/25	RUNNING, ROBERT	3,470.93	
	01/31/25	SABLE, MICHAEL	8,526.32	
	01/31/25	SALCHOW, CONNOR	7,680.03	2,070.80
	01/31/25	SCHMITZ, KEVIN	4,358.90	1,411.20
	01/31/25	SCHORR, JENNIFER	2,332.19	
	01/31/25	SCHROEDER, LEE	4,417.80	
	01/31/25	SCHROEDER, RYAN	9,179.80	2,600.40
	01/31/25	SCHULTZ, SCOTT	6,303.81	
	01/31/25	SEDLACEK, JEFFREY	13,677.46	5,019.42
	01/31/25	SHANLEY, HAYLEY	2,462.41	
	01/31/25	SHEA, STEPHANIE	5,000.97	1,615.20

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

CHECK #	CHECK DATE	EMPLOYEE NAME	AMOUNT	Exp Reimb, Severance, Conversion incl in Amount
	01/31/25	SHEERAN JR, JOSEPH	6,518.67	
	01/31/25	SINDT, ANDREA	7,931.10	2,198.00
	01/31/25	SPANDE, KAYLA	588.19	
	01/31/25	STANLEY, JENNIFER	4,808.15	62.99
	01/31/25	STARKEY, ROBERT	6,729.11	
	01/31/25	STEELE, NANCY	4,712.57	
	01/31/25	STEINER, JOSEPH	7,301.56	
	01/31/25	STEJSKAL, JAYSON	3,464.19	
	01/31/25	STOCK, AUBREY	5,431.59	
	01/31/25	STOKES, KAL	4,162.61	
	01/31/25	STRONG, TYLER	3,964.04	
	01/31/25	SUEDKAMP, ADAM	5,615.99	
	01/31/25	SWETALA, NOAH	4,411.34	
	01/31/25	TAUZELL, BRIAN	8,981.21	2,417.60
	01/31/25	TEVLIN, TODD	4,653.76	1,501.20
	01/31/25	THIENES, PAUL	3,416.62	
	01/31/25	ULVENES, AMANDA	2,562.52	
	01/31/25	VILLAVICENCIO, NICHOLE	590.40	
	01/31/25	WARDELL, JORDAN	5,831.21	
	01/31/25	WEAVER, TAWNY	4,794.99	
	01/31/25	WELLENS, MOLLY	4,730.90	1,846.80
	01/31/25	WENZEL, JAY	4,516.99	
	01/31/25	WERTH, JENNIFER	2,676.00	
	01/31/25	WHITE, LINDA	180.00	
	01/31/25	WIETHORN, AMANDA	4,180.19	
	01/31/25	WILBER, JEFFREY	3,199.02	
	01/31/25	WILLIAMSON, MICHAEL	7,688.30	3,019.50
	01/31/25	WOEHRLE, MATTHEW	3,313.78	
	01/31/25	XIONG, BOON	3,132.40	
	01/31/25	XIONG, KAO	4,516.99	
	01/31/25	XIONG, PETER	3,667.20	
	01/31/25	XIONG, TUOYER	4,367.98	
	01/31/25	YANG, SOLOMAN	2,432.50	
	01/31/25	YANG, TANGURAY	1,991.20	
	01/31/25	YANG, THANG	5,445.08	
	01/31/25	YOUNG, MATTHEW	3,224.00	
	01/31/25	ZAPPA, ANDREW	6,078.28	
	01/31/25	ZAPPA, ERIC	9,743.81	3,629.00
			<u>\$ 950,417.05</u>	<u>\$ 105,959.55</u>

CITY COUNCIL STAFF REPORT

Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

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

PRESENTER: Andrea Sindt, City Clerk

AGENDA ITEM: Local Lawful Gambling Permit for the Church of the Presentation of the Blessed Virgin Mary, 1725 Kennard Street

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

A request for a Local Lawful Gambling permit has been submitted by Church of the Presentation of the Blessed Virgin Mary. Approval of the request would allow lawful gambling activity to be conducted during the church's Panther Pride Benefit held April 5, 2025.

Recommended Action:

Motion to approve the Local Lawful Gambling permit for Church of the Presentation of the Blessed Virgin Mary on April 5, 2025.

Fiscal Impact:

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

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

Strategic Plan Relevance:

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

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

Background:

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

Attachments:

None

CITY COUNCIL STAFF REPORT
Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

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

PRESENTER: Andrea Sindt, City Clerk

AGENDA ITEM: Local Lawful Gambling Permit for Knights of Columbus #4374, 1695 Kennard Street

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

A request for a Local Lawful Gambling permit has been submitted by the Knights of Columbus #4374. Approval of the request would allow lawful gambling activity to be conducted during the organization's bingo event held at Presentation of Mary Grade School, 1695 Kennard Street on April 12, 2025.

Recommended Action:

Motion to approve the Local Lawful Gambling permit for Knights of Columbus #4374 for their event on April 12, 2025.

Fiscal Impact:

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

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

Strategic Plan Relevance:

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

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

Background:

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

Attachments:

None

CITY COUNCIL STAFF REPORT
Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Mike Darrow, Assistant City Manager/Human Resources Director

PRESENTER: Mike Darrow, Assistant City Manager/Human Resources Director

AGENDA ITEM: Gallup Q12 Survey and Professional Services Five Year Contract

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

Should the City of Maplewood enter into an agreement to continue to use the Gallup Strengths professional development tools for the organization through strengths-based training?

Recommended Action:

Motion to approve a five-year service contract with Gallup for annual Q12 services as well as a service agreement and business subscription.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$47,460 over five years.

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

Strategic Plan Relevance:

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

Background:

For the past decade, the City has utilized the Gallup Strengths Finder and its Q12 surveys to better understand employee needs and help leaders assess operational effectiveness across departments. In addition to the Q12 survey, the business service agreement supports evaluating employees' strengths to identify opportunities for future growth. Since former City Manager Melinda Coleman introduced this approach, we have experienced a significant increase in employee engagement and professional development. Today, our Human Resource Manager Nancy Steele serves as a strengths coach, ensuring that, alongside the Q12 survey, our service agreement continues the strengths-based tradition that City Manager Coleman established.

Attachments:

1. Gallup Contract



January 27, 2025

Embedding Strengths and Engagement at City of Maplewood

Submitted to:

Mike Sable
City Manager
City of Maplewood

1830 County Road B East
Maplewood, MN, 55109
United States

michael.sable@maplewoodmn.gov

Submitted by:

Krista Flagg
Government Advisor
Gallup, Inc.

901 F Street, NW
Washington, D.C. 20004
United States

☎ 202-715-3124
Krista_Flagg@gallup.com

Scope of Services

This Scope of Services (the “Services”) is between Gallup, Inc. (“Gallup”) and City of Maplewood (“Client”) entered into on 2/3/2025 (“Effective Date”).

Modifications to the Services shall require a written Addendum. Such Addendum shall set forth in detail the changes, including, but not limited to, price and timeline adjustments required to modify the Services. Under no circumstances shall any Addendum be effective until executed by an authorized representative of each party.

This Scope of Services together with the General Business Terms attached hereto, constitutes the entire agreement between Gallup and Client and supersedes all other oral and written representations, understandings or agreements related to these Services.

Client Project Manager(s): Michael Darrow. Gallup shall be responsible for reporting to Client Project Manager. Gallup will not make any changes to the Scope of Services without the written approval of Client Project Manager. Written approval may be in the form of email, fax or written addendum.

Gallup Project Manager: Krista Flagg. Client Project Manager shall make any request for changes to the Scope of Services to Gallup Project Manager. Gallup shall not be responsible for making any changes not directed to Gallup's Project Manager.

Project Term

The project term will run for 5 year(s) from the date of contract execution or 2/3/2025, whichever is later.

Gallup has relied on information provided by Client in defining the Services and determining the pricing for such Services. Gallup will rely on this information as being accurate and complete. Any discrepancy in the information provided by Client may change the Scope of Services and/or the pricing. Gallup will notify Client upon discovering a discrepancy in the information provided by Client and inform Client of the impact on the Scope of Services, timeline and pricing of the Services.

Should Client suspend or delay services for more than 60 days that is not caused by a Force Majeure event, Gallup shall be entitled to receive a fee up to 10% of the annual contract price to compensate Gallup for underutilized resources that have been planned for Client's work.

Project Deliverables

Year 1

Custom Gallup Access Client Data Migration – List of Individuals

- The client will provide a list of all relevant email addresses up front (jon.doe@company.com, jane.doe@company.net, etc). Gallup will search our database for anyone who has completed CliftonStrengths using that specific email address. We will allow the client to review the list of found names one time prior to migrating them into the client portal.

Gallup Access - Workplace Survey - Business Subscription

- For 180 employees.

Gallup Access for CliftonStrengths - Business

- The Gallup Access CliftonStrengths Business Subscription provides subscription holders with the full suite of tools to help teams and individuals achieve their full potential by discovering and developing their natural talents. Users can administer the CliftonStrengths assessment, access resources, and generate reports and insights. Users also get five system administrator seats, full permissions, a webinar for coaches/champions and cascade reporting. This subscription is designed for those working with teams and individuals.

Year 2

Gallup Access - Workplace Survey - Business Subscription

- For 180 employees.

Gallup Access for CliftonStrengths - Business

- The Gallup Access CliftonStrengths Business Subscription provides subscription holders with the full suite of tools to help teams and individuals achieve their full potential by discovering and developing their natural talents. Users can administer the CliftonStrengths assessment, access resources, and generate reports and insights. Users also get five system administrator seats, full permissions, a webinar for coaches/champions and cascade reporting. This subscription is designed for those working with teams and individuals.

Year 3

Gallup Access - Workplace Survey - Business Subscription

- For 180 employees.

Gallup Access for CliftonStrengths - Business

- The Gallup Access CliftonStrengths Business Subscription provides subscription holders with the full suite of tools to help teams and individuals achieve their full potential by discovering and developing their natural talents. Users can administer the CliftonStrengths assessment, access resources, and generate reports and insights. Users also get five system administrator seats, full permissions, a webinar for coaches/champions and

cascade reporting. This subscription is designed for those working with teams and individuals.

Year 4

Gallup Access - Workplace Survey - Business Subscription

- For 180 employees.

Gallup Access for CliftonStrengths - Business

- The Gallup Access CliftonStrengths Business Subscription provides subscription holders with the full suite of tools to help teams and individuals achieve their full potential by discovering and developing their natural talents. Users can administer the CliftonStrengths assessment, access resources, and generate reports and insights. Users also get five system administrator seats, full permissions, a webinar for coaches/champions and cascade reporting. This subscription is designed for those working with teams and individuals.

Year 5

Gallup Access - Workplace Survey - Business Subscription

- For 180 employees.

Gallup Access for CliftonStrengths - Business

- The Gallup Access CliftonStrengths Business Subscription provides subscription holders with the full suite of tools to help teams and individuals achieve their full potential by discovering and developing their natural talents. Users can administer the CliftonStrengths assessment, access resources, and generate reports and insights. Users also get five system administrator seats, full permissions, a webinar for coaches/champions and cascade reporting. This subscription is designed for those working with teams and individuals.

Gallup Access for CliftonStrengths - Business

The subscription includes Gallup's web-based CliftonStrengths platform to support strengths-based development programs. It includes CliftonStrengths results, resources, and reporting for one year. CliftonStrengths assessments sold separately.

Project Support and Resources

- Gallup will provide a one-hour live orientation training call for System Administrators per year.
- Standard set of CliftonStrengths resources included.

Platform Features

User Permissions

- Five System Administrator seats (additional seats available for a fee) that include the following role:
 - Client User Administrator (ability to add and manage overall system users).
- Unlimited standard system-level roles that include the following:
 - Access Code Administrator
 - Code Distributor
 - Custom Team Administrator
 - Custom Team Creator
 - Unlimited manager access to learning and advice resources.
- Unlimited use of action planning tools.
- Unlimited use of code management and team management tools.
- Unlimited use of team CliftonStrengths reporting:
 - Team Summary
 - Team Grid
 - Powerful Partnerships
 - CliftonStrengths Domain
 - Theme Frequency
 - Gallup Cascade reporting
 - Search functionality

Access to Past CliftonStrengths Results

- Self-Administered migration of results from a Gallup Access Consumer account to a Gallup Access Client account at no additional cost.
- Gallup-assisted migration of results from a Gallup Access Consumer account to a Gallup Access Client account for additional fee per migration request.

Technical Features

- Technical (Help Desk) Support.
- English is the default language for assessments and communications -- with the option to use other languages already programmed in Gallup Access as available.

Optional

- CliftonStrengths assessments – Top 5, CliftonStrengths 34, Upgrade to CliftonStrengths 34, CliftonStrengths for Managers, CliftonStrengths for Sales, CliftonStrengths for Leaders, and CliftonStrengths for Students – available for an additional charge.
- Standard API functionality that either pushes or pulls CliftonStrengths themes (not reports) into Client site available for an additional charge.
- Single sign-on functionality available for an additional charge.
- Gallup-assisted standard and custom data migrations available for an additional charge per migration request.
- Additional learning sessions, courses, certifications, team strengths sessions and one-on-one coaching also available to support strengths-based development. Please contact your Gallup partner for more information.

Gallup Access Business Workplace Survey Subscription

The subscription includes Gallup's web-based Workplace survey platform for up to the designated number of employees. It includes survey platform access with unlimited ad hoc pulse capability through the term of the contract.

Project Support and Resources

- Gallup will provide four orientation calls for System Administrators per year.
- Standard set of Workplace resources and recommendations for communication best practices included.

Platform Features

User Permissions

- Unlimited web-based employee surveys for one year (field period determined by Client).
 - Q¹²® survey questions and Accountability Index.
 - Additional Gallup-validated questions and indices.
- For organizations less than 5,000 employees:
 - Five System Administrator seats that include the following functionality:
 - Ability to add and manage overall system users.
 - Ability to create and administer surveys.
 - Ability to manipulate survey data at the overall client level.
 - Ability to create and administer primary and custom teams.
 - Five Survey Creator seats (ability to create and administer surveys).
 - Five Advanced Data User seats (ability to manipulate survey data at the overall client level).
- For organizations greater than or equal to 5,000 employees:
 - 50 System Administrator* seats as default that include the following functionality:
 - Ability to add and manage overall system users.
 - Ability to create and administer surveys.
 - Ability to manipulate survey data at the overall client level.
 - Ability to create and administer primary and custom teams.
 - 50 Survey Creator* seats as default (ability to create and administer surveys).
 - 50 Advanced Data User* seats as default (ability to manipulate survey data at the overall client level).

** Additional System Administrator, Survey Creator, and Advanced Data User Seats can be added as needed upon consultation with your Gallup partner.*
- Unlimited standard system-level roles that include the following:
 - Project Administrator (ability to edit and manage survey projects).
 - Manager/Delegate (ability to view and manage team reports, action plans and learning).
 - Individual (ability to view and manage action plans and learning).
- Unlimited manager access to learning and advice resources.
- Unlimited use of action planning and team monitoring tools.
- Unlimited use of companion mobile app.
- Inclusion of managers into Gallup's Manager Minute newsletter.
- Inclusion in collaborative activities intended to capture manager experience with platform.

Technical Features

- Survey set-up, management, distribution of survey links, creating the reporting structure and reading results managed 100% by Client.
 - Additional survey liaison or consulting support can be purchased as needed.
 - Coding, synthesis, or analysis of open-ended survey items requires consulting support and can be purchased as needed.
 - Reporting provided based on Client set-up of variables.
 - Manager-level report viewing security.
- Reporting tools
 - Report Exports (ability to export report to PDF, PowerPoint, and Excel).
 - Heat Map (ability to compare results of multiple teams and variables).
 - Dynamic Recommendations (receive high- and low-ranking question recommendations).
 - Advanced Data Tool (ability to analyze and cut data by multiple variables in real time).

- Text Analytics (ability to get sentiment and topic analysis of open-ended responses).
- Reporting Configuration (ability to customize reporting views for your organization).
- Workplace Aggregated Data Export (ability to download a data file that contains all aggregated results for any given survey).
- Technical (Help Desk) Support.

Languages

- English is the default language for survey questions and communications with the option to use [other languages](#) already programmed in Gallup Access as available. Gallup Access also provides translations for multiple languages for standard survey text (Q¹²® survey questions and communications, including invitation and reminder).
- Client will be responsible for survey translation of custom text areas. Custom text includes 1) survey title, 2) survey introduction text, 3) customized survey invitation, 4) customized survey reminder, 5) custom survey questions (not Gallup-validated questions and indices), and 6) reporting groups.
- Gallup Access provides machine-automated translations into English for languages identified and available through Amazon Web Services. This is available as part of the Text Analytics tool, included in data visualizations and exports. Raw responses are shown exactly as written in all standard reporting.

Optional

- Single sign-on functionality available for an additional charge.
- Additional learning sessions, courses, certifications and one-on-one coaching also available to support workplace and employee engagement strategies. Please contact your Gallup partner for more information.

Investment Summary

Year 1	Final Price
<ul style="list-style-type: none"> 1 – Custom Gallup Access Client Data Migration – List of Individuals 	\$2,500.00
<ul style="list-style-type: none"> 180 – Gallup Access - Workplace Survey - Business Subscription 	\$6,592.00
<ul style="list-style-type: none"> 180 – Gallup Access for CliftonStrengths - Business 	\$2,400.00
Year 1 Sub-Total:	\$11,492.00
Year 2	
<ul style="list-style-type: none"> 180 – Gallup Access - Workplace Survey - Business Subscription 	\$6,592.00
<ul style="list-style-type: none"> 180 – Gallup Access for CliftonStrengths - Business 	\$2,400.00
Year 2 Sub-Total:	\$8,992.00
Year 3	
<ul style="list-style-type: none"> 180 – Gallup Access - Workplace Survey - Business Subscription 	\$6,592.00
<ul style="list-style-type: none"> 180 – Gallup Access for CliftonStrengths - Business 	\$2,400.00
Year 3 Sub-Total:	\$8,992.00
Year 4	
<ul style="list-style-type: none"> 180 – Gallup Access - Workplace Survey - Business Subscription 	\$6,592.00
<ul style="list-style-type: none"> 180 – Gallup Access for CliftonStrengths - Business 	\$2,400.00
Year 4 Sub-Total:	\$8,992.00
Year 5	
<ul style="list-style-type: none"> 180 – Gallup Access - Workplace Survey - Business Subscription 	\$6,592.00
<ul style="list-style-type: none"> 180 – Gallup Access for CliftonStrengths - Business 	\$2,400.00
Year 5 Sub-Total:	\$8,992.00

TOTAL:**\$47,460.00**

This pricing is based upon a 5 year contract. All prices are expressed in USD.

Project Billing Schedule

Year 1: \$11,492.00 will be invoiced upon receipt of the signed agreement

Year 2: \$8,992.00 will be invoiced 30 days in advance of the first anniversary date of the signed agreement

Year 3: \$8,992.00 will be invoiced 30 days in advance of the second anniversary date of the signed agreement

Year 4: \$8,992.00 will be invoiced 30 days in advance of the third anniversary date of the signed agreement

Year 5: \$8,992.00 will be invoiced 30 days in advance of the fourth anniversary date of the signed agreement

Additional Clauses

Gallup Access Subscriptions:

The Service Fee for the Gallup Access Platform is based on a pre-paid annual subscription and no refunds will be given for cancellations of partial years.

Gallup monitors unique and individual email addresses of employees. As such, there will be a pro-rated charge per employee should the sample size exceed the contracted number of employees for the organization.

Publication of Data:

Research data associated with the consulting services performed by Gallup is not for public dissemination outside of Client's organization including but not limited to press releases and paid advertising. Both Client and Gallup have a responsibility to ensure that any published research findings are not misleading. Client shall consult with Gallup prior to sharing any research findings with any third party. Any release approved by Gallup shall include sufficient technical information necessary to assess the validity of the published findings which may include the following: the exact question wording, dates of interview, interviewing method, sample size, definition of the survey population, and size of sampling error.

Respondent Confidentiality:

Respondent-identifying information, without the express consent of respondents, is not part of the deliverables under this Scope of Services and does not constitute a "work made for hire". Gallup will not provide respondent level data with any demographic data appended to protect the confidentiality of participating respondents. To avoid non-compliance with local privacy laws, Gallup will not provide Client any taped surveys without informing the respondent and obtaining express consent that the recordings will be shared with Client.

Gallup, Inc. on behalf of itself and its affiliates and subsidiaries.

City of Maplewood on behalf of itself and its subsidiaries and/or affiliates

BY:

Name:

Date:

BY:

Name:

Date:



1. PAYMENT OF INVOICES.

1.1 Client shall pay Gallup during the term of this Agreement the fees determined for each project agreed upon by both parties and specified in the Scope of Services in accordance with the agreed upon payment schedule.

1.2 Client shall further pay all pre-approved out-of-pocket expenses including reasonable out-of-pocket expenses of Gallup's personnel associated with client-approved freight, respondent incentives, and travel (including transportation, lodging and meals) or costs associated with the purchase of listed sample.

1.3 Payment shall be due upon receipt of the invoice. If Client objects to all or any portion of any invoice, Client shall notify Gallup of its objection within fifteen (15) days from the date of Client's receipt of the invoice, give reasons for the objection, and pay only that portion of the invoice not in dispute. Balances not in dispute and unpaid in excess of 30 days shall bear interest at a rate of 6% per annum. In the event that Client is delinquent in payment of any undisputed invoice beyond 45 days, Gallup may, at its option, withhold deliverables or suspend any and all services until the account is made current.

1.4 Client shall be responsible for all Sales, Use, VAT or similar taxes imposed on the services.

2. CONFIDENTIALITY.

2.1 Each party has made and will continue to make available to the other party information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential ("Confidential Information"). Confidential Information may be disclosed in oral, written, visual, electronic or other form. Confidential Information shall include all business plans, strategies, forecasts, projects, analyses, financial information, business processes, methods and models, all organizational information, system architecture, software, graphics, computer programs, design ideas, concepts, flow charts, diagrams, progress reports, methods research and any other personal or intellectual property relating to either party, its respective parent or subsidiaries and Personal Data. "Personal Data" shall mean any information related to any identified or identifiable natural or legal person, such as Client's employees, customers, partners or any other third party (including such third parties' employees) and any other additional data deemed as personal data under the applicable personal data protection laws, which are made available to Gallup for processing them on behalf of Client pursuant to this Agreement and all Statements of Work issued pursuant to said Agreement. Confidential Information as defined herein shall not include: (a) information in the public domain at the time of its communication; (b) information, which enters the public domain, through no fault of the receiving party, subsequent to the time of its communication to the receiving party; (c) information which is obtained in good faith by either party from a third party, provided such third party is not bound by a confidentiality agreement with Gallup or Client, as applicable; or (d) information independently developed by employees or agents of a party without access to the Confidential Information of the other party.

2.2 The receiving party shall, except as otherwise provided below (i) not use or reproduce the Confidential Information for any purpose other than as required to perform in connection with the applicable Scope of Services; (ii) protect the confidentiality of the Confidential Information with the same degree of care as receiving party uses for its own similar information, but in no event less than reasonable care; or (iii) not disclose the Confidential Information to any third party, without the prior written approval of the disclosing party. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent such information is required to be disclosed by law, including a subpoena, or to respond to a regulatory request; provided the receiving party promptly notifies the

disclosing party in writing of such intention prior to any disclosure to allow the disclosing party to seek a protective order or similar relief in the disclosing party's sole and absolute discretion. Each party shall immediately advise its employees and others to whom the Confidential Information is disclosed of their obligations under this Agreement and shall take reasonable steps to ensure that the Confidential Information is securely maintained its employees and agents.

2.3 Neither party shall disclose any terms or conditions of this Agreement without the prior written consent of the other party, except as required by applicable law; provided however, that either party may disclose the terms or conditions of this Agreement to a third party under an obligation of confidentiality to such party in connection with customary financial reporting, a proposed sale, merger, acquisition, change in control, consolidation, or other similar transaction.

2.4 Upon termination or expiration of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed. Electronic copies of or containing Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible to the receiving party's business personnel shall not be deemed to violate this Agreement, so long as such electronic copies are not disclosed or used in violation of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the receiving party's legal department or counsel from retaining one (1) copy, including any electronic copy, of any of the Confidential Information as necessary to comply with regulatory recordkeeping requirements applicable to disclosing party.

2.5 Gallup agrees to the following as it relates to Personal Data:

2.5.1 To prevent unauthorized use, dissemination or publication of the Personal Data, and implement any technical and organizational measures to protect Personal Data which are required by the applicable law.

2.5.2 To implement appropriate technical and organizational measures to protect Personal Data against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure or access, in particular where processing involves the transmission of Personal Data over a network, (iii) alteration, and (iv) all other unlawful forms of processing.

2.5.3 To inform Client promptly in writing if it becomes aware of any unauthorized use or disclosure of Personal Data by itself or others.

2.5.4 When collecting, using, storing, transferring and otherwise processing Personal Data, Gallup shall adhere to all applicable export and personal data laws, regulations and rules.

2.6 Client agrees to the following as it relates to Personal Data which is made available to Gallup pursuant to this Agreement and all Statements of Work issued pursuant to said Agreement:

2.6.1 To ensure that such Personal Data is collected and processed by Client and transferred to Gallup in accordance with applicable Data Protection laws, regulations and rules.

2.6.2 Prior to the transfer of such Personal Data to Gallup, to inform the respective data subjects of the processing of their Personal Data pursuant to this Agreement and their rights in accordance with applicable Data Protection laws, regulations and rules.

3. REPRESENTATIONS AND WARRANTIES.

3.1 The parties represent and warrant that: (a) each has the full power and authority to enter into this Agreement; (b) this Agreement is duly authorized by all necessary action and has been duly executed and delivered; and (c) neither party has entered into any agreement with any other entity that contains restrictive provisions regarding confidentiality and/or non-competition that may impair their ability to perform their specific obligations under the terms of this Agreement.

3.2 Gallup represents and warrants that it or its personnel will perform the Services: (a) in a good, timely, efficient, professional and workmanlike manner; (b) with at least the same degree of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to the accepted industry standards applicable to the performance of the same or similar services; and (c) using personnel who are fully familiar with the technology processes, procedures and equipment to be used to deliver the Services.

3.3 Gallup is the lawful owner or licensee of all programs and materials used by it in the performance of the Services contemplated hereunder that have not been provided by Client; such programs and materials have been lawfully developed or acquired by Gallup and Gallup has the right to permit Client access to or use of such programs and materials. Gallup represents and warrants that none of the Services or deliverables provided under this Agreement will infringe on any patent, copyright, trademark, trade secret or other intellectual property right of any third party and agrees to defend and to indemnify and hold harmless Client, its parent, subsidiaries, affiliates, employees and representatives, for all costs and expenses associated with the defense or settlement of any claim that the Services infringe a patent, copyright, trademark, trade secret or other intellectual property right and shall pay any judgments or settlements based thereon.

3.4 In connection with the performance of services set forth in an applicable Scope of Services, Gallup shall comply, and shall cause Gallup's employees and consultants/subcontractors to comply, with all statutes, regulations, ordinances, judgments, permits and other governmental rules or restrictions, whether domestic or foreign, applicable to Gallup's execution of this Agreement.

3.5 EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN ANY SCOPE OF SERVICES, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. TERM AND TERMINATION.

4.1 This Agreement will commence on the Effective Date and will remain in effect until terminated in accordance with the terms and conditions set forth herein.

4.2 Either party may terminate this Agreement and or Scope of Services if the other party breaches any material obligation set forth herein or in the applicable Scope of Services, which breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such breach from the non-breaching party, or within such additional cure period as the non-breaching party may authorize in writing.

4.3 Either party may immediately terminate this Agreement or any Scope of Services by written notice to the other party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for the its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. If any of the above events occurs, the affected party shall promptly notify the other party of its occurrence.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Gallup Intellectual Property means any instructional materials, software programs, diagrams, copyrighted assessments or surveys and anything else that Gallup uses or distributes to Client in connection with this Agreement or an applicable Scope of Services that has been developed prior to or independent of this Agreement by Gallup ("Gallup Property"). Gallup Property is not considered work product or a "work for hire" under the terms of this Agreement.

5.2 For any Gallup Property used, incorporated into, required for use of, or provided with any Services provided to Client hereunder, Gallup hereby grants Client a worldwide, non-exclusive, nontransferable license to use Gallup Property as incorporated into or provided with the applicable Services within Client's

organization. Client may not make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute externally to any third party copies of, or prepare derivative works of Gallup Property without the written permission of Gallup.

5.3 All products, reports, documents, compilations of data and other materials produced or developed by Gallup under a Scope of Services which are either: (a) created using the funds, expertise, facilities, personnel, time, material or proprietary information of Client; or (b) are derivatives of any Client proprietary information shall be the sole property of Client. These materials do not include any Gallup Property or derivatives thereof. Gallup agrees to assist Client, or its designee, at Client's expense, in every proper way to secure Client's rights in the materials.

6. GOVERNING LAW; DISPUTE RESOLUTION.

6.1 This Agreement shall be construed and interpreted according to the laws of the State of Nebraska without regard to the conflicts of law principles in Nebraska.

6.2 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, disputes, claims, questions, or disagreements shall be settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its commercial dispute resolution rules.

7. RELATIONSHIP OF PARTIES.

7.1 Gallup will act solely as an independent contractor rendering professional services.

7.2 Gallup will function as a non-exclusive consultant to Client. Client acknowledges that, during the term of this Agreement and thereafter, Gallup will offer, undertake, and continue to provide Consulting Services for organizations other than Client. In no event shall Gallup be relieved of its obligation to protect Confidential Information.

8. NOTICES.

Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement shall be in writing delivered to the individual whose name appears on the signature block of the Scope of Services.

9. LIMITATION OF DAMAGES.

Neither party shall be liable to the other party for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if that party has been advised of the possibility of those damages.

10. USE OF NAME, TRADEMARKS OR LOGOS.

Neither party shall originate any publicity, news release, or other announcement, written or oral, whether to the public press, the trade, any of the other party's customers, suppliers or otherwise, relating to this Agreement or any Scope of Services, or to the existence of an arrangement between the parties without the prior written approval of the other party. Without limiting the foregoing, neither party shall use any names, trademarks or logos of the other party without the prior written consent of such party.

11. INTEGRATION.

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in writing signed by both parties and executed by an authorized officer. Each Scope of Services attached hereto and each Addendum executed under this Agreement shall incorporate the terms and conditions of this Agreement.

12. SEVERABILITY.

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible and in accordance with applicable law, preserves the original intentions and economic positions of the parties.

13. CONFLICT OF TERMS.

If a term in a Scope of Services or Addendum conflicts with a term in this Agreement, the provisions of this Agreement will prevail unless the Scope of Services or Addendum specifically states that the conflicting term will prevail.

14. WAIVER.

No failure or delay by either party in exercising any right, power or remedy shall operate as a waiver of such right, power or remedy, and no waiver shall be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver shall not waive any successive or other right, power or remedy the party may have under this Agreement.

15. ASSIGNMENT.

Neither party may assign any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the other. Any such attempt to transfer will be deemed null and void.

16. FORCE MAJEURE.

Neither party shall be liable for any losses arising out of the delay or interruption of its performance of its obligations under this Agreement due to any act of God, war, terrorism, civil disturbance, court order or natural disaster, or any other cause beyond the reasonable control of the affected party.

17. SURVIVAL.

Sections 2, 3, and 5 shall survive the termination or expiration of this Agreement.

CITY COUNCIL STAFF REPORT

Meeting Date February 10, 2025

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: EAB Wood Waste Disposal

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

The Public Works yard is used to store trees removed from City streets, parks, and open spaces. Once the yard has filled up, the trees need to be ground up and hauled away for disposal. The City Council will consider authorizing Hugo Tree Care to dispose of the trees collected in the Public Works yard.

Recommended Action:

Motion to authorize Hugo Tree Care to dispose of the trees collected and stored in the Public Works yard.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$15,500.00

Financing source(s): ☒ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☐ Other: Public Works forestry operations budget.

Strategic Plan Relevance:

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

Tree removal and debris disposal are part of the City's management of trees located on City maintained property.

Background:

The Public Works yard is used to stockpile trees removed from City roads, parks, and properties. Most of the stockpiled trees are ash trees that have been removed as part of the City's management of Emerald Ash Borer (EAB). The yard has reached its tree storage capacity, and it is time to dispose of the stockpiled trees.

Three tree grinding companies were contacted for quotes, and the prices ranged from \$15,500 to \$24,380. Hugo Tree Care submitted the lowest quote, which was \$15,500. Staff recommends authorizing Hugo Tree Care to grind and dispose of the stockpiled trees.

Attachments:

1. Hugo Tree Quote



Hugo's Tree Care Inc.
14728 Irish Ave N
Hugo, Mn 55038

Proposal #19765

Created: 01/24/2025

From: Harry Olsen

Proposal For

City of Maplewood - PW

1902 East County Road B
Maplewood, MN 55109

mobile: 651-249-2416

Location

1902 County Rd B E
Maplewood, MN 55109

Terms

Due on receipt

Grind Tree Debris option for Hauling

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Mob Fee Mobilization Fee	1	\$ 2,500.00	\$ 2,500.00
2) Hourly-notax Grind Tree debris pile	1	\$ 8,500.00	\$ 8,500.00
3) unit:Hauling Haul mulch offsite. (This is a budget, final invoice will reflect actual trucking cost.)	1	\$ 4,500.00	\$ 4,500.00

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to collections.

SUBTOTAL \$ 15,500.00

SALES TAX \$ 0.00

TOTAL \$ 15,500.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Contacts

Troy
troy.brink@maplewoodmn.gov



Hugo's Tree Care Inc. | HugoTree.com | 651-429-4705 |
hugotreecare@gmail.com

CITY COUNCIL STAFF REPORT
Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

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

PRESENTER: Steven Love, Public Works Director

AGENDA ITEM: Resolution for Reduction of Retainage on Existing Construction Contract, 2024 Maplewood Street Improvements, City Project 23-08

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

Forest Lake Contracting Inc. has requested the City reduce the amount of retainage held on the 2024 Maplewood Street Improvements construction contract from 5% to 2%. The majority of the contract work is complete, with only minor items to address in the spring of 2025. The City Council will consider approving the attached resolution for the reduction of retainage on the existing construction contract.

Recommended Action:

Motion to approve the attached resolution for reduction of retainage on the existing construction contract for the 2024 Maplewood Street Improvements, City Project 23-08.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$255,054.89

Financing source(s): ☒ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☒ Other: The proposed retainage reduction will reduce held retainage from \$424,591.48 to \$169,836.59. No adjustments to the approved budget are necessary at this time.

Strategic Plan Relevance:

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

The City's Capital Improvement Plan (CIP) identified the streets included in this project to be reconstructed during the summer of 2024. The project included the reconstruction of the Cypress-Maplewood Drive and East Shore Drive neighborhoods. A project location map is attached for reference.

Background

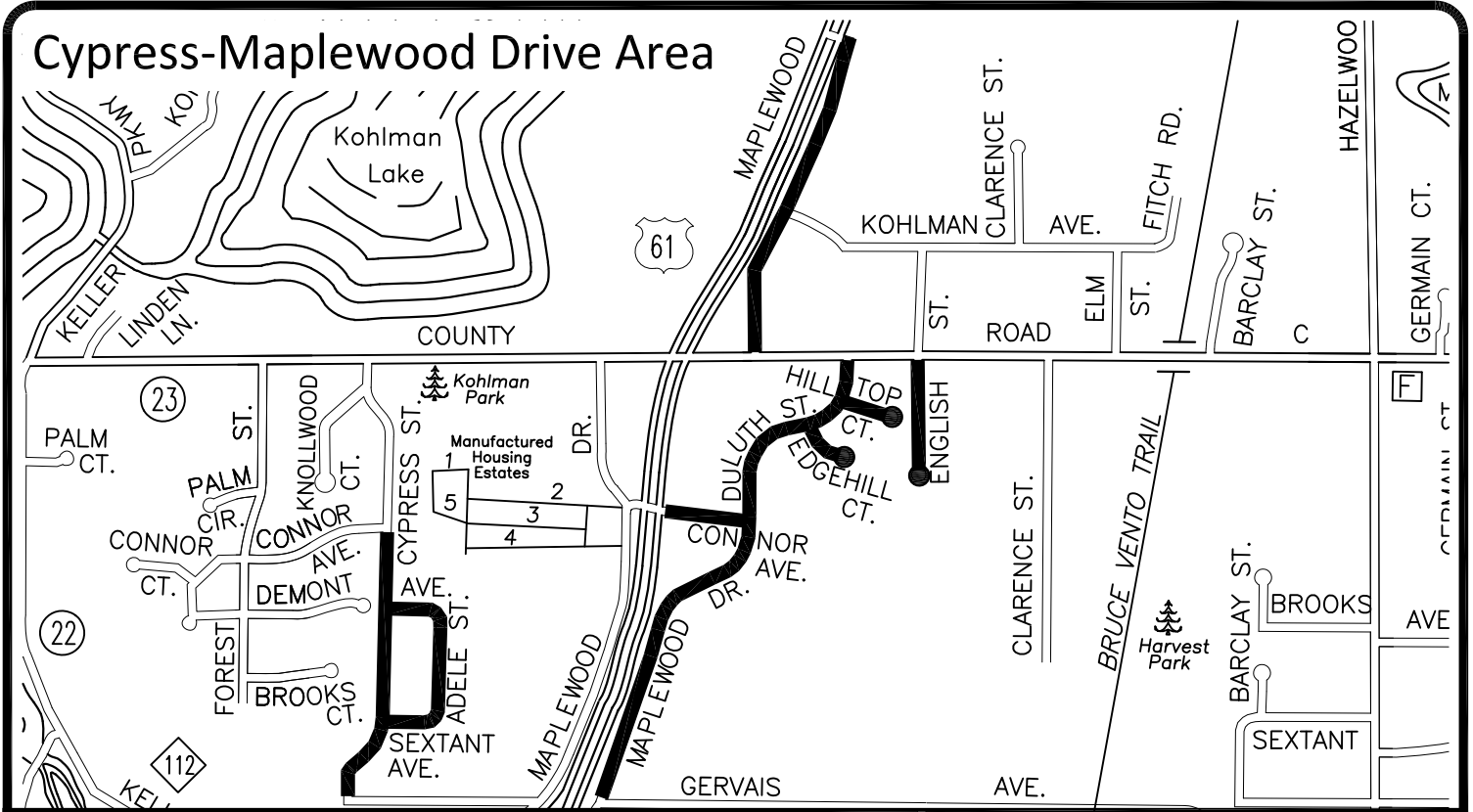
On May 13, 2024, the City Council awarded Forest Lake Contracting Inc. a construction contract for the 2024 Maplewood Street improvements, City Project 23-08. The awarded contract amount was \$8,636,221.30. The project included removing and replacing deteriorated street pavement, installing concrete curb and gutter, and improving existing utility systems.

Forest Lake Contracting Inc. completed the majority of the contract work during the 2024 construction season. Only minor restoration and punch list items are left to be completed in the spring of 2025. A reduction in contract retainage from 5% to 2% is justified at this time based on the amount of completed work

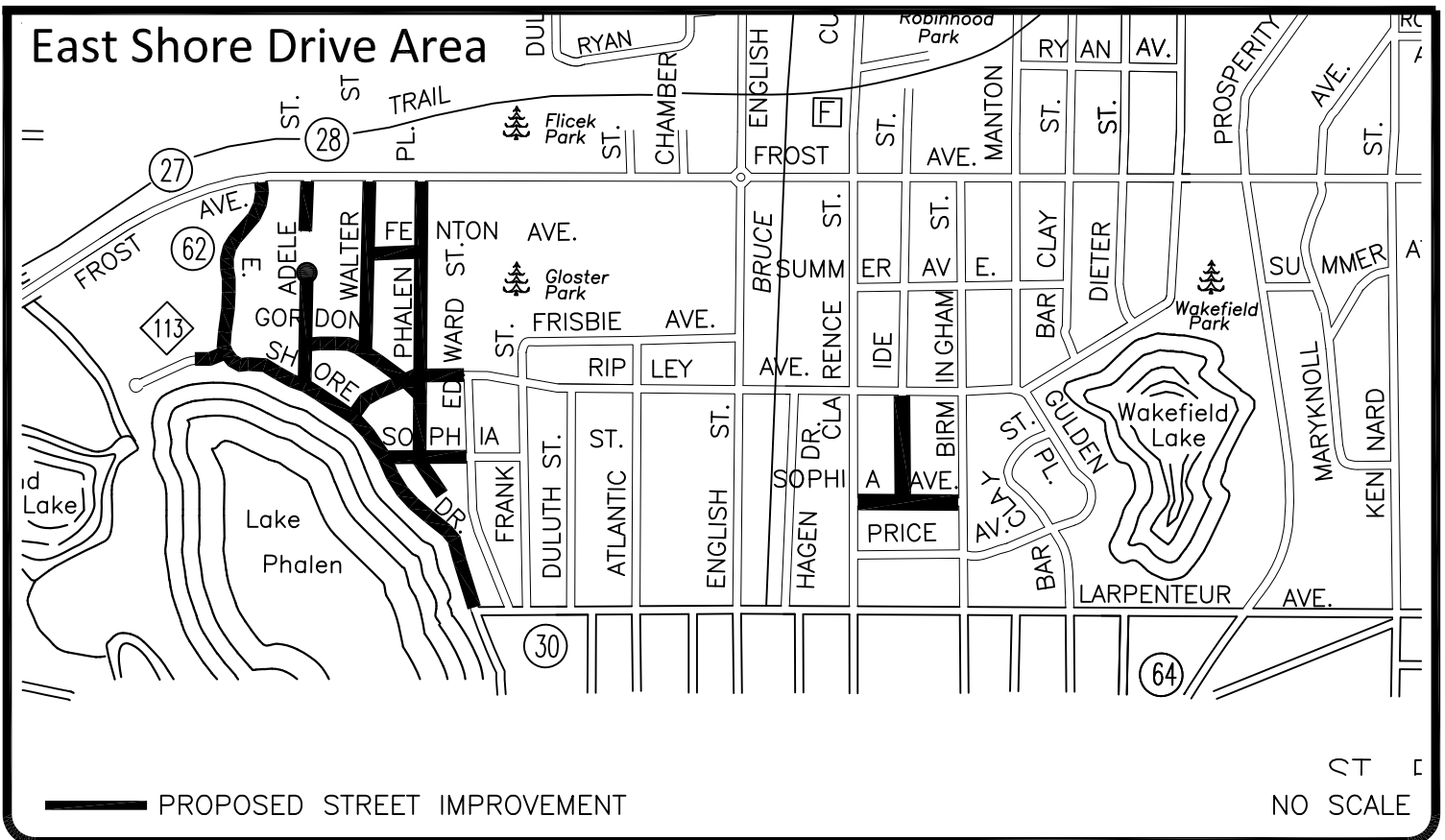
Attachments

1. Project Location Map
2. Letter Requesting Reduction of Retainage
3. Resolution for Reduction of Retainage on Existing Construction Contract

Cypress-Maplewood Drive Area



East Shore Drive Area



2024 Maplewood Street Improvements City Project 23-08





14777 Lake Drive
Forest Lake, MN 55025

PH: (651) 464-4500

FAX: (651) 464-4722

January 28, 2025

City of Maplewood
Attn: Tyler Strong
1902 Country Road B East
Maplewood, MN 55109

Dear Mr. Strong,

In regards to the Maplewood Streets Improvement Project from 2024, we would like to request a reduction in retainage from 5% to 2%. With most of the work accomplished, we feel that this is a fair percentage to hold until all punchlist work is completed.

Best Regards,

A handwritten signature in blue ink, appearing to read "Chris Brown", is written over the "Best Regards," text.

Christopher M. Brown, CPA
Controller

AN AFFIRMATIVE ACTION, EQUAL OPPORTUNITY EMPLOYER FOR
FEMALES/VETS/MINORITIES/DISABLED

**RESOLUTION
REDUCTION OF RETAINAGE ON EXISTING CONSTRUCTION CONTRACT
2024 MAPLEWOOD STREET IMPROVEMENTS, CITY PROJECT 23-08**

WHEREAS, the City Council of Maplewood, Minnesota has ordered Improvement Project 23-08, 2024 Maplewood Street Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429; and

WHEREAS, the Contractor, Forest Lake Contracting Inc., has completed the majority of the project construction contract work, with only minor punch-list items remaining.

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

1. A reduction in retainage on the construction contract is hereby authorized, at the discretion of the City Engineer, from 5.0% to 2.0%.

Approved this 10th day of February, 2025.

CITY COUNCIL STAFF REPORT

Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

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

PRESENTER: Danette Parr, Community Development Director

AGENDA ITEM: Resolution Supporting a Minnesota Department of Employment and Economic Development Demolition Loan Application

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

City staff has applied to the Department of Employment and Economic Development for a Demolition Loan to help facilitate the demolition of the former Moose Lodge at 1946 English Street. The application requires a resolution of support from the City Council.

Recommended Action:

Motion to adopt the resolution supporting a Minnesota Department of Employment and Economic Development Demolition Loan Application.

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: City staff estimates that the cost of demolition of the site would be up to \$300,000. If awarded, the loan term would be up to 15 years and payment would be required three years after award. Any portion of the loan that is not forgiven by DEED could be repaid from the land sale proceeds of 1946 English Street.

Strategic Plan Relevance:

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

Redevelopment of the property is consistent with the City's strategic plan and would assist in initiating redevelopment in the Gladstone Neighborhood

Background:

The Minnesota Department of Employment and Economic Development (DEED) offers a loan program for assistance with demolition and other redevelopment activities when either there is no current development plan or future development visions are hindered by current blight.

A project qualifies for a loan if the following conditions are met:

1. The property and structures are owned by the development authority;
2. The structures on the property have been vacant for at least one year;
3. The structures constitute a threat to public safety because of inadequate maintenance, dilapidation, obsolescence, or abandonment;
4. The structures are not listed on the National Register of Historic Places;
5. Upon completion of the demolition, the development authority reasonably expects that the property will be improved and these improvements will result in economic development benefits to the municipality.

City staff believes that the former Moose Lodge building at 1946 English Street is an excellent candidate for the program and would meet all of the requirements for demolition assistance. If awarded funding, the demolition loan program can pay up to 100 percent of the demolition costs for the properties, and the city would use the funds to demolish the existing buildings and make site improvements. This would prepare the sites for future redevelopment, make the properties more marketable, and reduce the development cost.

DEED may forgive the principal of the loan and unpaid interest accrued up to 50 percent of the original loan amount, not to exceed demolition costs, upon completion of the redevelopment plan.

Attachments:

1. Resolution supporting an application to the Minnesota Department of Employment and Economic Development's Demolition Loan fund

**RESOLUTION NO. _____
CITY OF MAPLEWOOD, MINNESOTA**

**RESOLUTION SUPPORTING A MINNESOTA DEPARTMENT OF EMPLOYMENT
AND ECONOMIC DEVELOPMENT DEMOLITION LOAN APPLICATION**

WHEREAS the City of Maplewood has approved the Demolition Loan application submitted to the Department of Employment and Economic Development (DEED) on February 3, 2025, by the City of Maplewood for the 1946 English Street site; and

WHEREAS the City of Maplewood act as the legal sponsor for the project contained in the Demolition Loan Program application submitted on February 3, 2025, and that Danette Parr, Community Development Director, is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Maplewood; and

WHEREAS the City of Maplewood has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration; and

WHEREAS the sources and amounts of the loan repayment and security identified in the application are committed to the project identified and the City of Maplewood has the authority to incur debt by resolution of the board or council authorizing issuance of a bond or note, payable to DEED to repay and secure the loan; and

WHEREAS the City of Maplewood has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

WHEREAS upon approval of its application by the state, the City of Maplewood may enter into an agreement with the State of Minnesota for the above referenced project(s), and that the City of Maplewood certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that the Mayor and the Clerk, are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Maplewood on February 10, 2025.

SIGNED: (Authorized Official)

WITNESSED:

Mayor, February 10, 2025

City Clerk, February 10, 2025

CITY COUNCIL STAFF REPORT

Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

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

PRESENTER: Andrea Sindt, City Clerk

AGENDA ITEM: 2024 Alcohol Compliance Failures

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

The Maplewood Police Department conducts alcohol compliance checks on all liquor license holders in the city at least once a year. The most recent checks occurred on November 7 & December 14, 2024 and resulted in two first-time failures out of the 53 establishments. In each instance, an employee sold alcohol to an underage buyer. Criminal complaints were issued to the employees for the offenses, which have been or will be prosecuted. In addition, the city council may impose civil penalties on the businesses where the compliance failures occurred.

Recommended Action:

Motion to approve the compliance failure penalties as proposed by staff.

Fiscal Impact:

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

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

Strategic Plan Relevance:

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

MN §340a.415 authorizes cities to suspend or revoke a license, or impose a civil penalty of up to \$2,000 for each violation of state statute or city ordinance regulating alcohol.

Background

Alcohol compliance checks have been regularly conducted since 2000. In the past, city councils have opted to not establish strict guidelines for penalties on the basis that compliance failure situations differ, and therefore may warrant varied penalties.

While the City does not have specified fines for alcohol compliance failures, past practice has been to adhere to the following guidelines for imposing penalties which occur within five years of each other: \$500 for the first offense, \$1,000 for the second offense, and \$2,000 for the third offense. In addition, and depending on the nature of the failure or proximity of multiple failures in relation to each other, suspension or possible revocation of the license may also be imposed.

Although two businesses sold to the underage buyer, one of the businesses has since closed. The remaining business has been notified of the proposed civil penalty against them and were notified that a representative from the business is required to attend the February 10, 2025 City Council meeting.

2024 Alcohol Compliance Failures

Business Name – Address	Compliance Date	Staff Proposed Fine
Crooked Pint Ale House - 1734 Adolphus Street	11/7/2024	\$500.00
TGI Fridays - 3087 White Bear Avenue	11/7/2024	\$0 Business Closed, no fine proposed

Attachments

None

CITY COUNCIL STAFF REPORT
Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Elizabeth Hammond, Planner

PRESENTER: Danette Parr, Community Development Director

AGENDA ITEM: Maplewood Assisted Living, 1744 County Road D East
 a. Conditional Use Permit Resolution for a PUD Amendment
 b. Design Review Resolution

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

MX Real Estate, LLC proposes constructing a 20-unit residential assisted living facility at 1744 County Road D East. The vacant property is part of the Legacy Village Planned Unit Development (PUD). To proceed with the project, the applicant requests design review approval and an amendment to the existing PUD governing the site. The applicant previously received city approval for the same project on May 9, 2022, but this approval expired on May 9, 2024, as construction hadn't begun. For the applicant to obtain a building permit to commence with construction, they request that the city approve the proposal again.

Recommended Action:

- a. Motion to approve a conditional use permit resolution for a PUD amendment for constructing a residential assisted living facility at 1744 County Road D East, subject to certain conditions of approval.
- b. Motion to approve a design review resolution for constructing a residential assisted living facility at 1744 County Road D East, subject to certain conditions of approval.

Fiscal Impact:

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

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

Strategic Plan Relevance:

☐ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship

☐ Integrated Communication ☒ Operational Effectiveness ☐ Targeted Redevelopment

The city deemed the applicant's application complete on January 2, 2025. The initial 60-day review deadline for a decision is March 3, 2025. As stated in Minnesota State Statute 15.99, the city can take an additional 60 days, if necessary, to complete the review.

Background:

Project Overview

Conditional Use Permit (PUD Amendment)

MX Real Estate, LLC proposes constructing a residential assisted living facility at 1744 County Road D East. The vacant site is part of the Legacy Village PUD, which was approved initially on July 14, 2003, and designated as a retail/commercial site. In 2020, it was amended to allow a hotel to be on-site, but the project did not materialize.

In 2022, the city approved the applicant's request for a residential assisted living facility to be on the site, combining residential units with commercial and employment to complement the existing mix of uses in the neighborhood. However, the applicant experienced delays over the last two years, preventing the assisted living project from moving to construction. The city approvals expired in May 2024. The applicant requests that the city approve the same plans again to renew the approvals for the site as they wish to obtain a building permit and begin construction in 2025.

Site Plan

The 17,233-square-foot building is proposed towards the site's north end near County Road D East. There are 20 units shown, each 318 square feet in size. The building entrance and parking lot are proposed on the south side of the building, facing the existing residential properties. The parking spaces are oriented towards the assisted living building, minimizing lighting impacts to the residential properties to the south. Access to the site is provided from Bittersweet Ln on the east and Flandreau Street on the west side. The applicant's site plan illustrates a potential expansion of the facility in the future. A building addition will require updated plans to be reviewed by the city.

Setbacks

The parking lot meets the required minimum of 15 feet from the adjacent right-of-way. The building must be set back 100 feet from an adjoining residential lot line and is shown to be set back at least 30 feet from all street rights of way. One exception is on the east side of the building, where the setback is 26.7 feet. This is in line with the development across the street (Ashley Furniture), which has a setback of 25 feet to the right of way.

Building Elevations

The one-story building is 24 feet at its highest point. The exterior materials are identified on the elevations and shown as manufactured wood trim, batten, and shingle siding in colors white and blue. Also, cultured stone veneer wraps around the building, varying in height.

Signage

The elevation drawing identifies a monument sign with landscaping on the northeast corner of the property. Any signage on the property is subject to review by the city and requires a sign permit, separate from this design review.

Landscaping and Screening

The proposed landscape plan shows a combination of trees, perennial shrubs, and native plants that will complement the site's layout, including 26 trees exceeding the required tree replacement

requirement. The plans also show that the trash exterior receptacle and screened roof penetrations match the building's overall color and material scheme, achieving code requirements. The site plan shows a generator and transformer near the screened trash enclosure on the northeast corner of the building. These are required to be screened. The applicant must submit elevations detailing how each side will be screened before issuing a building permit.

Parking

The city ordinance requires one parking stall for every three client rooms. The applicant proposes 28 parking stalls, including two (2) accessible stalls. The facility employees and guests visiting residents would use the parking on site. The number of stalls is adequate given the number of units, possible visitors, and proposed staff on-site at any time, and it exceeds the code requirement.

Lighting

The applicant submitted a lighting plan illustrating the location and lighting types, including light poles and wall-mounted lighting on site. Before a building permit can be issued, a description and manufacturer's details for the fixtures and a plan showing the light spread and foot-candle levels must be submitted.

Commission and City Council Review

Community Design Review Board

January 21, 2025: The CDRB reviewed the design plans and recommended approval.

Planning Commission

January 21, 2025: The Planning Commission held a public hearing, reviewed the conditional use permit amendment and recommended approval.

City Council

February 10, 2025: The City Council will review the design plans and the conditional use permit amendment.

Department Comments

Fire – Jerry Novak, Fire Marshal

None

Building – Randy Johnson, Building Official

The proposed building will need to be constructed to meet the minimum requirements of the Minnesota State Building Code.

Environmental Health – Molly Wellens, Environmental Health Official

The MN Department of Health (MDH) health regulation division licenses assisted living facilities, including food service areas, operated by the entity that obtains the assisted living license. However, if a third party is the licensee of food service activities, that third party must obtain the food license from the MDH environmental health division or the local delegated partner.

Environmental – Shann Finwall, Environmental Penner

Please see the environmental review dated January 9, 2025 (attached).

Engineering – Jon Jarosch, Assistant City Engineer

Please see the engineering review dated January 3, 2025 (attached).

Public Comments

Staff sent a public hearing notice and application details to the properties within 500 feet of the subject property. No public comments were received.

Reference Information

Site Description

Site Size: 2.04 Acres

Surrounding Land Uses

North: Commercial
 South: Multiple Dwelling Residential
 East: Commercial
 West: Multiple Dwelling Residential

Planning

Existing Land Use: Commercial (Vacant Property)
 Existing Zoning: PUD

Attachments:

1. Conditional Use Permit Resolution for a PUD Amendment
2. Design Review Resolution
3. Overview Map
4. Future Land Use Map
5. Zoning Map
6. Application Narrative
7. Site and Elevation Plans
8. Engineering Review Dated January 3, 2025
9. Environmental Review Dated January 9, 2025
10. Draft CDRB Minutes, January 21, 2025
11. Draft Planning Commission Minutes, January 21, 2025
12. Presentation

CONDITIONAL USE PERMIT RESOLUTION FOR A PUD AMENDMENT

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

Section 1. Background.

- 1.01 Mx Real Estate, LLC has requested to amend the Conditional Use Permit that governs the Planned Unit Development (PUD) for the property at 1744 County Road D East.
- 1.02 The property located at 1744 County Road D East is legally described as: Lot 3, Block 2, Legacy Village of Maplewood, Ramsey County
PIN: 032922110005
- 1.03 The property is part of the Legacy Village Planned Unit Development, approved on July 14, 2003, and designated as a retail/commercial site. The CUP governing the PUD needs to be amended to allow for a residential assisted living facility on the site.

Section 2. Standards.

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

9. The use would cause minimal adverse environmental effects.

Section 3. Findings.

- 3.01 The proposal meets the specific Conditional Use Permit standards.

Section 4. City Review Process

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

1. On January 21, 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 allowed everyone to speak and present written statements at the hearing. The Planning Commission recommended that the City Council approve this resolution.
2. On February 10, 2025, the City Council discussed this resolution. They considered reports and recommendations from the planning commission and City staff.

Section 5. City Council

- 5.01 The City Council hereby _____ the resolution. Approval is based on the findings outlined in section 3 of this resolution. Approval is subject to the following conditions:

1. The use is allowed as long as the provisions of the BC zoning district and conditions outlined here are met.
2. The buildings on the site shall be setback as shown on the site plan approved by the city council, 33 feet from the north lot line.
3. A comprehensive sign plan is approved. The applicant shall submit a sign permit to be reviewed and approved by staff. Pylon signs shall not be allowed. Monument signs may be allowed but shall not exceed 12 feet in height. The base of the monument sign must be landscaped.
4. The architectural character and exterior building materials must be in keeping with the adjacent townhomes and other buildings, if present.
5. Access to the site shall be from the side streets.
6. All ground-mounted and roof-mounted mechanical equipment shall be screened according to the ordinance.
7. Adequate separation, buffering, and screening must be provided for the multifamily residential units from the front doors, parking areas, loading areas, and mechanical equipment of this building.

8. Parking stalls with a width of 9.5 feet are permitted for this site.
9. Applicant must maintain at least 28 parking stalls on site.
10. All construction shall follow the approved plans. The director of community development may approve minor changes.
11. The proposed construction must be substantially started within one year of council approval, or the permit shall become null and void.
12. The city council shall review this permit in one year.
13. The applicant shall meet the conditions outlined in the design review resolution.

DESIGN REVIEW RESOLUTION

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

Section 1. Background.

- 1.01 MX Real Estate, LLC has requested approval of a design review to construct a residential assisted living facility on the property.
- 1.02 The property is located at 1744 County Road D East and is legally described as:
Lot 3, Block 2, Legacy Village of Maplewood, Ramsey County
PIN: 032922110005

Section 2. Site and Building Plan Standards and Findings.

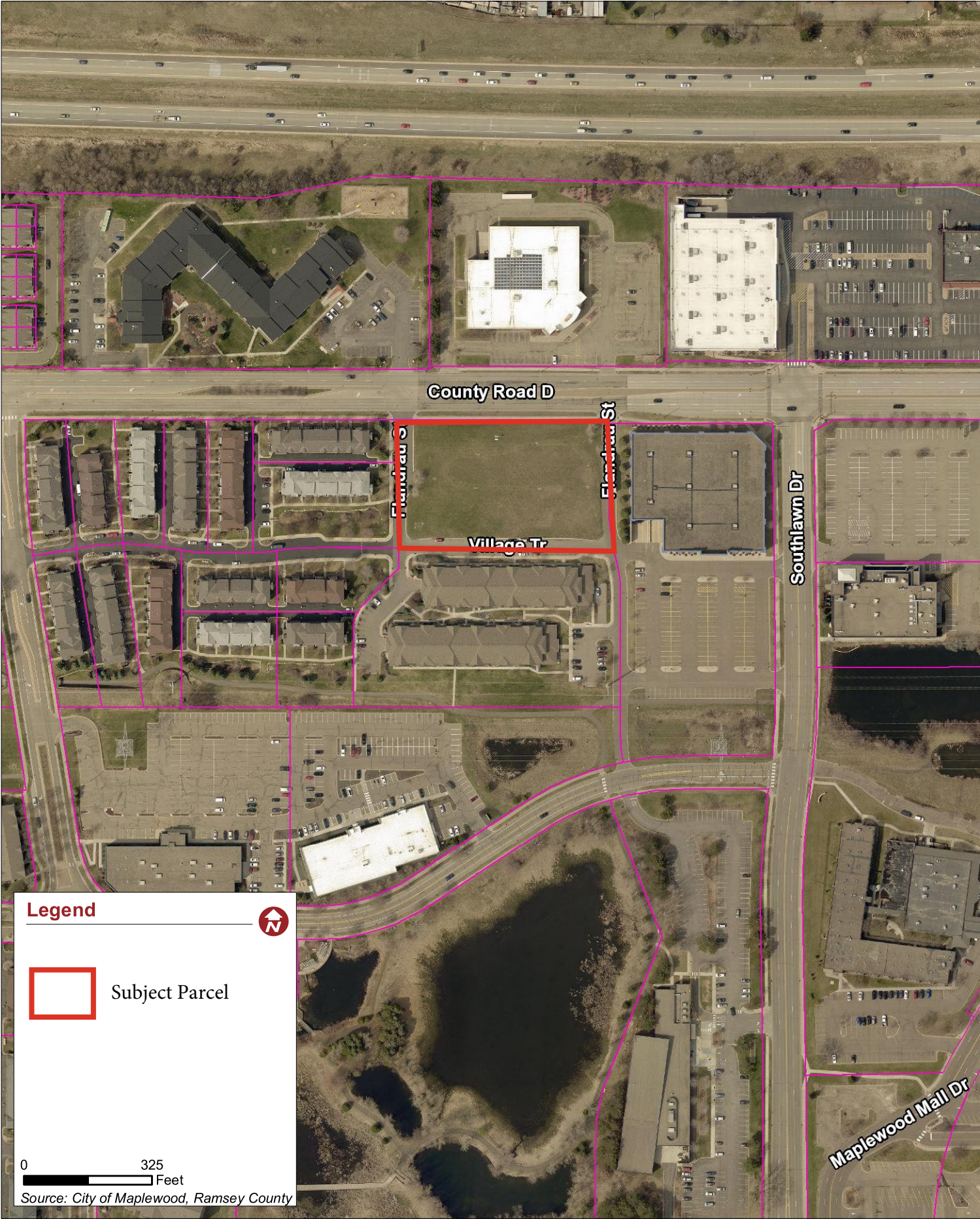
- 2.01 City ordinance requires that the community design review board make the following findings to approve plans:
1. That the design and location of the proposed development and its relationship to neighboring, existing, or proposed developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood; that it will not unreasonably interfere with the use and enjoyment of neighboring, existing or proposed developments; and that it will not create traffic hazards or congestion.
 2. That the design and location of the proposed development are in keeping with the character of the surrounding neighborhood and are not detrimental to the harmonious, orderly, and attractive development contemplated by this article and the city's comprehensive municipal plan.
 3. That the design and location of the proposed development would provide a desirable environment for its occupants, as well as for its neighbors, and that it is aesthetically of good composition, materials, textures, and colors.
- 2.02 The community design review board reviewed this request on January 21, 2025, and voted to approve it.
- 2.03 The proposal meets the specific findings for design review approval.

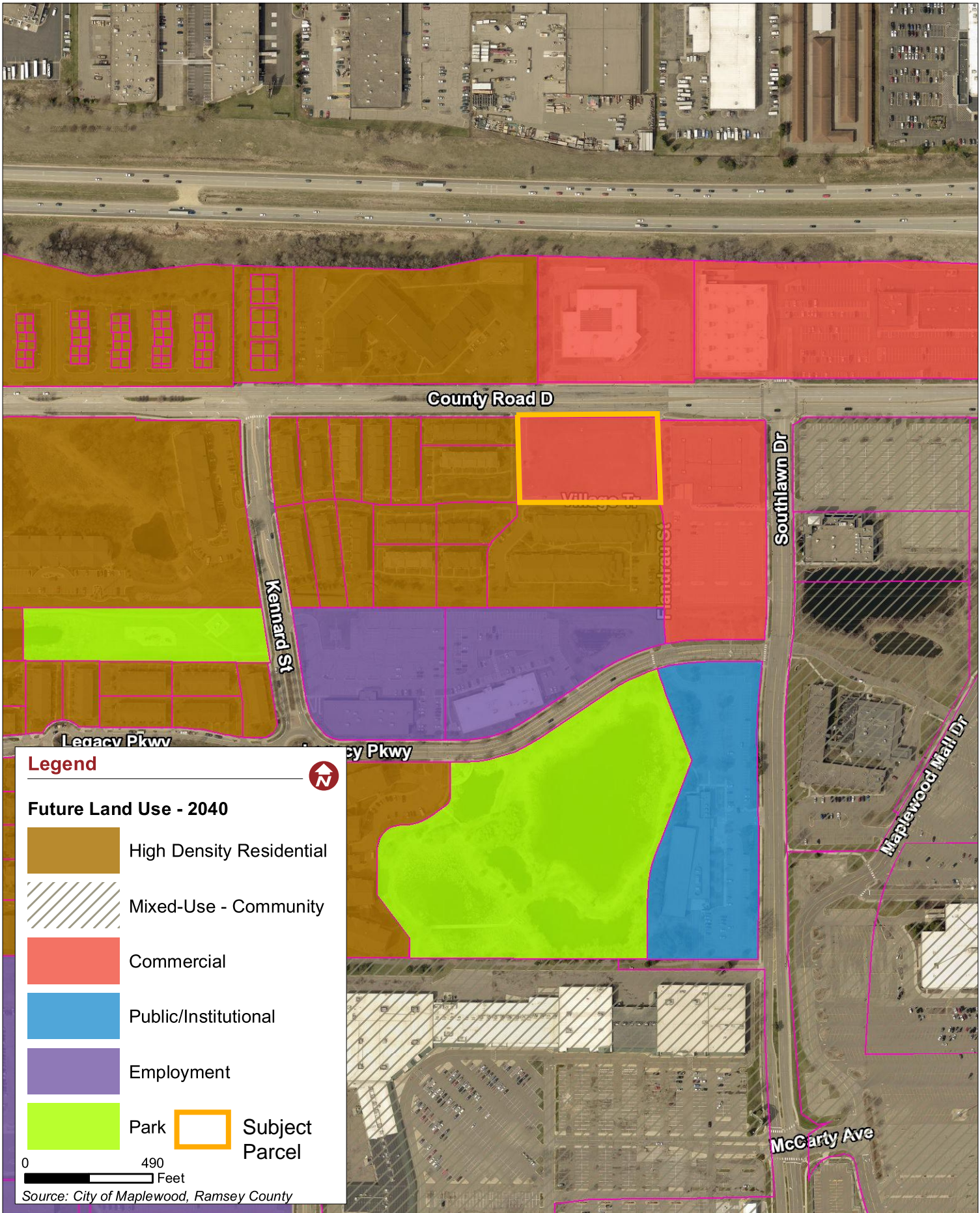
Section 3. City Council Action.

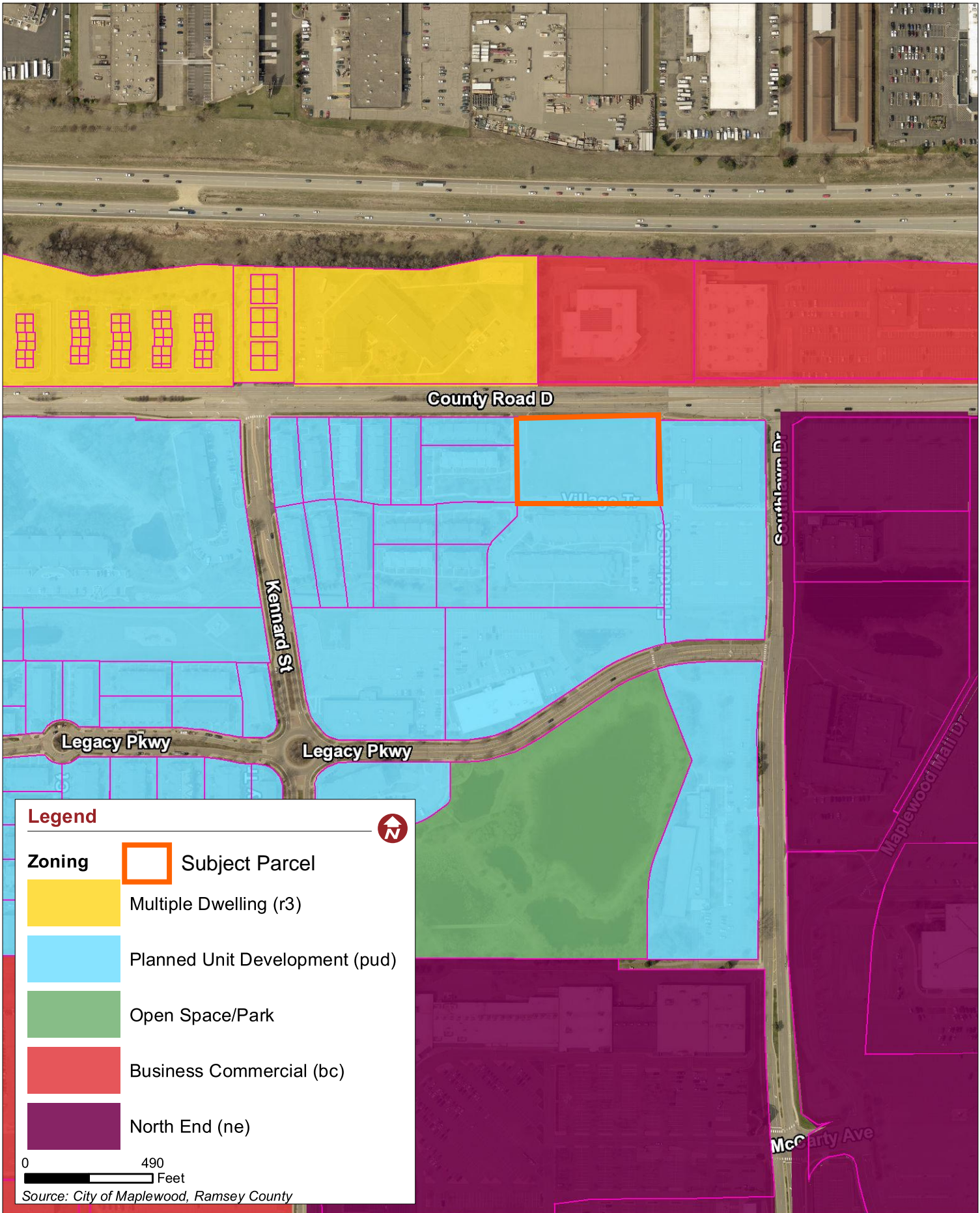
- 3.01 The above-described site and design plans are hereby approved based on the findings outlined in Section 2 of this resolution. Subject to staff approval, the site must be developed and maintained in substantial conformance with the design plans. Approval is subject to the applicant doing the following:
1. If the city has not issued a building permit for this project, repeat this review in two years.
 2. All fire marshal, city engineer, and building official requirements must be met.

3. Satisfy the requirements in the engineering review by Jon Jarosch, dated January 3, 2025.
4. Satisfy the requirements in the environmental review by Shann Finwall, dated January 9, 2025.
5. The applicant shall obtain all required permits from the Ramsey-Washington Metro Watershed District.
6. The applicant shall obtain a license for the facility from the Minnesota Department of Health and provide a copy to the city. If the facility has a third-party providing food service activities, the applicant shall also obtain a food service license from the city.
7. A comprehensive sign plan is approved. The applicant shall submit a sign permit to be reviewed and approved by staff. Pylon signs shall not be allowed. Monument signs may be allowed but shall not exceed 12 feet in height. The base of the monument sign must be landscaped.
8. The applicant shall install two stop signs at each exit of the parking lot on the property.
9. The applicant shall install a sidewalk along the south, east, and west rights-of-ways.
10. Per city ordinance standards, all mechanical equipment and trash receptacles shall be screened from view of all nearby residential properties.
11. Before the issuance of a building permit, the applicant shall submit for staff approval the following items:
 - a. The applicant shall provide the city with a cash escrow or an irrevocable letter of credit for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
 - b. Staff must review and approve elevation perspectives of the transformer and generator, showing that both are adequately screened. The elevations must include all enclosure sides and detail the materials and colors.
 - c. Additional details to accompany the lighting plan: a photometric site plan with light levels at the property lines and a description of each luminaire, including the manufacturer's catalog cuts and drawings.
 - d. An updated landscape plan as outlined in the environmental review.
12. The applicant shall complete the following before occupying the building:
 - a. Replace any property irons that were removed because of this construction.
 - b. Provide continuous concrete curb and gutter around the parking lot and driveways.

- c. Install all required landscaping and an in-ground lawn irrigation system for all landscaped areas.
 - d. Install all required outdoor lighting.
 - e. Install all required sidewalks and trails.
13. If any required work is not done, the city may allow temporary occupancy if:
- a. The city determines that the work is not essential to public health, safety, or welfare.
 - b. The above-required letter of credit or cash escrow is held by the City of Maplewood for all required exterior improvements. The owner or contractor shall complete any unfinished exterior improvements by June 1 of the following year if occupancy of the building is in the fall or winter or within six weeks of occupancy of the building if occupancy is in the spring or summer.
14. All work shall follow the approved plans. The director of community development may approve minor changes.







Maplewood Lot Development
1744 County RD DE
Maplewood, MN 55109

MX Real Estate, LLC

December 19, 2024

Elizabeth Hammond
City of Maplewood, MN
651-249-2302

Dear Ms Hammond:

Please accept the following explanation regarding the Maplewood Assisted Living project at the property located at 1744 County Rd DE, Maplewood, MN 55109.

I hope this message finds you well. I am writing to formally inform you about the reason behind the delay in the construction of the Maplewood development.

Due to unforeseen circumstances, the project has been pending approval from the MDH for licensing since 2022. Additionally, the plan was put on hold due to financing not being in place, and my previous general contractor was not prepared to move forward at that time.

This time around, I have secured financing and am working with a great general contractor, Steiner Construction, to move forward with the project. Additionally, I have also received plan approval from MDH, which allows us to proceed.

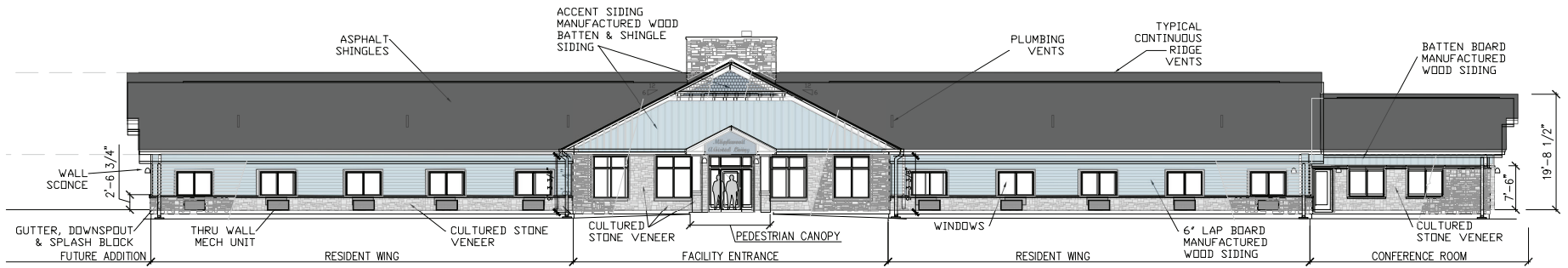
Thank you for your understanding and consideration. I look forward to moving ahead and completing this project.

Sincerely,

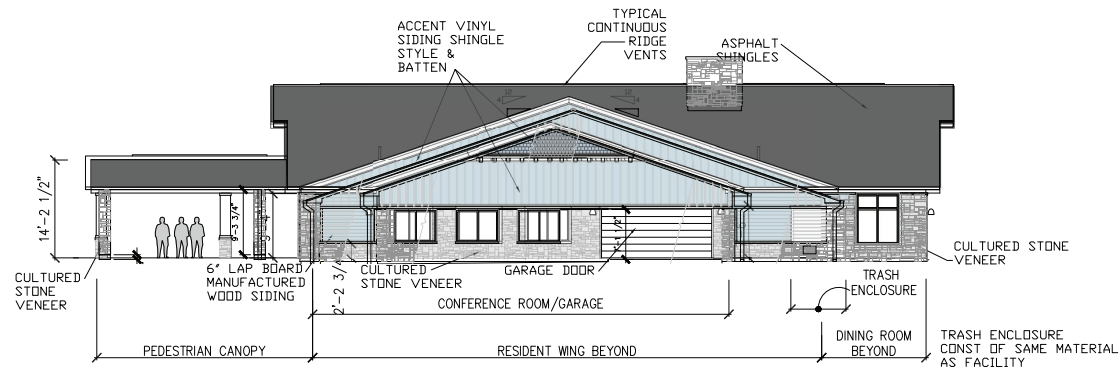


Maixia Vang, RN

MX Real Estate, LLC
1744 County Rd DE
Maplewood, MN 55109
C: 651-354-8081



SOUTH ELEVATION

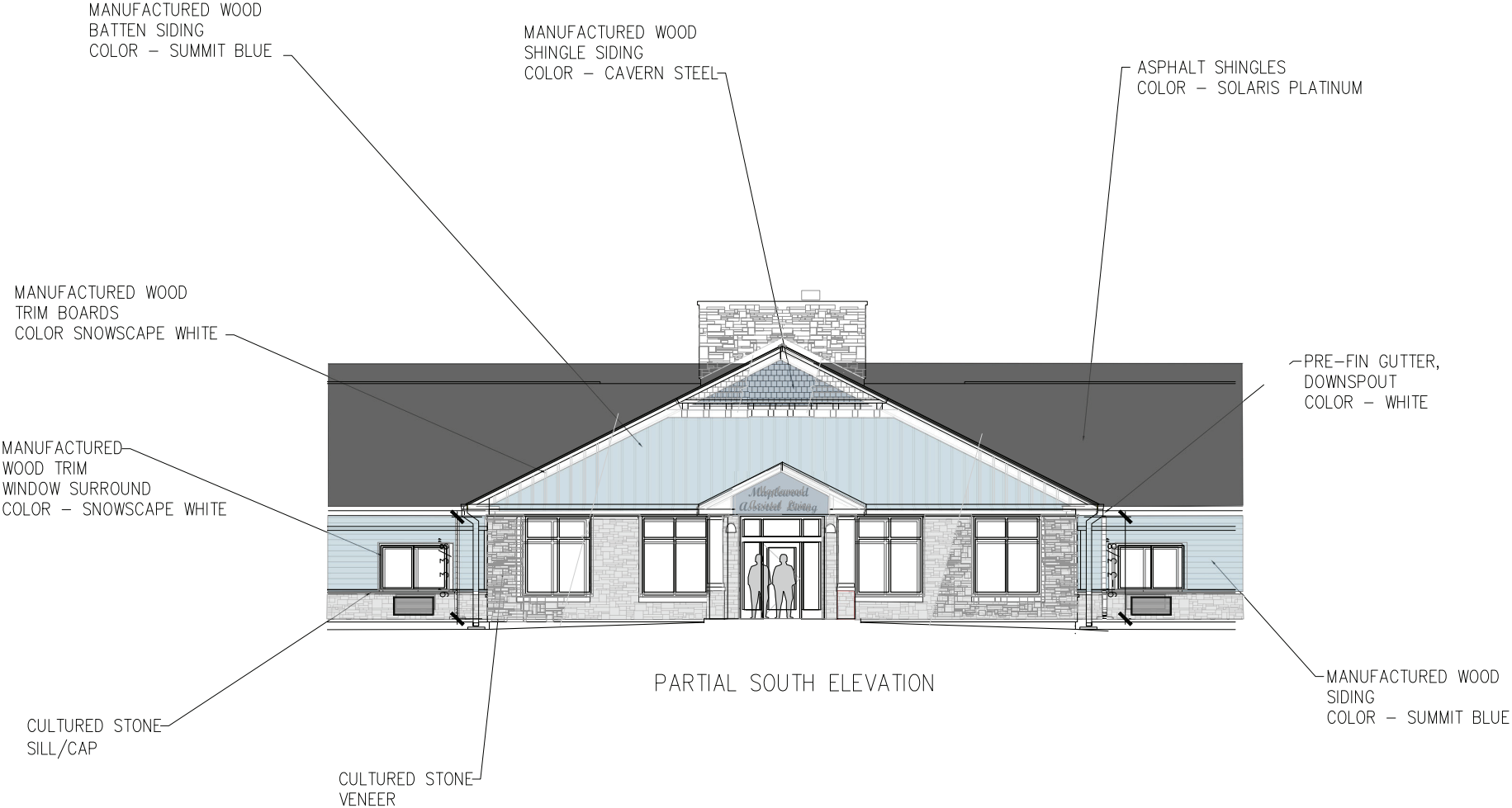


EAST ELEVATION

MAPLEWOOD ASSISTED LIVING

22102-00

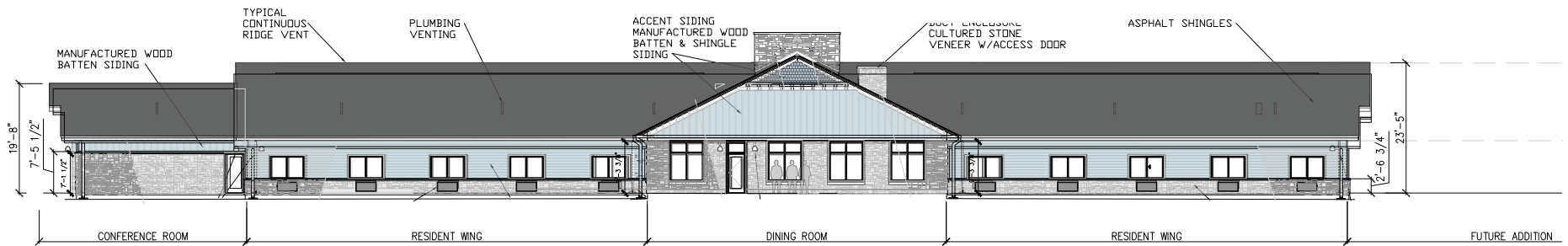




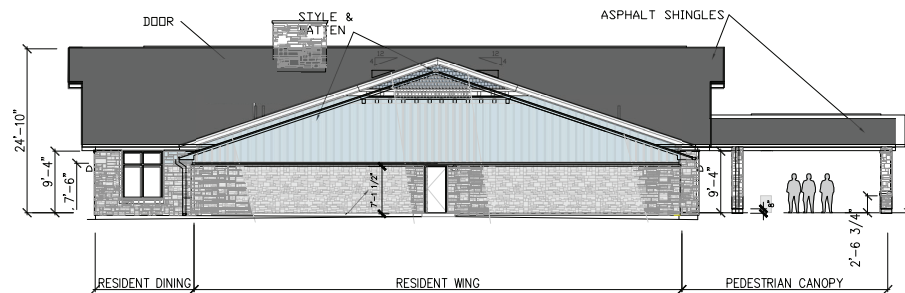
22102-00

MAPLEWOOD ASSISTED LIVING





NORTH ELEVATION

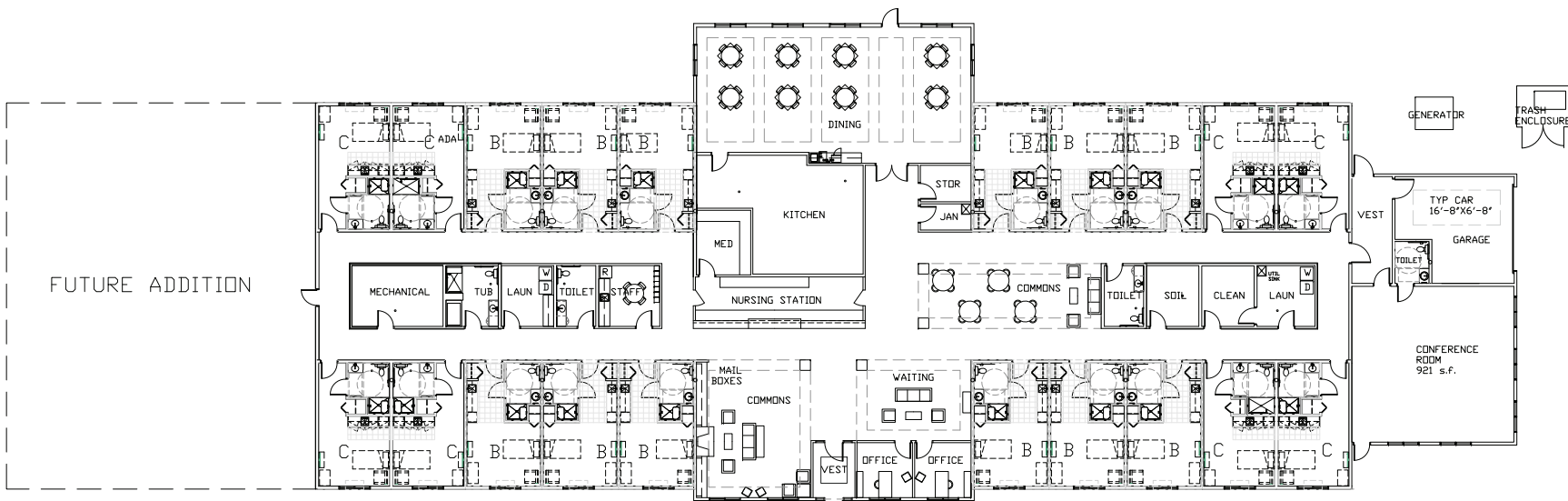


WEST ELEVATION

22102-00

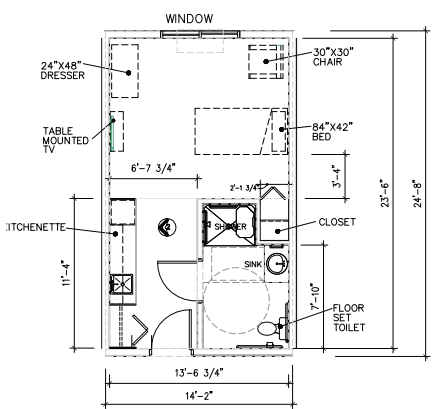
MAPLEWOOD ASSISTED LIVING





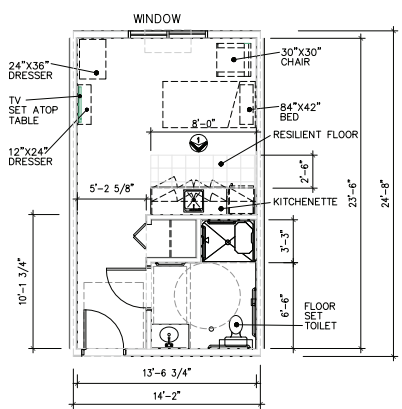
FLOOR PLAN

N.T.S



UNIT PLAN-B

NON-ADA TOILET, NON-ADA SHOWER, NON-ADA LAV 318 S.F.



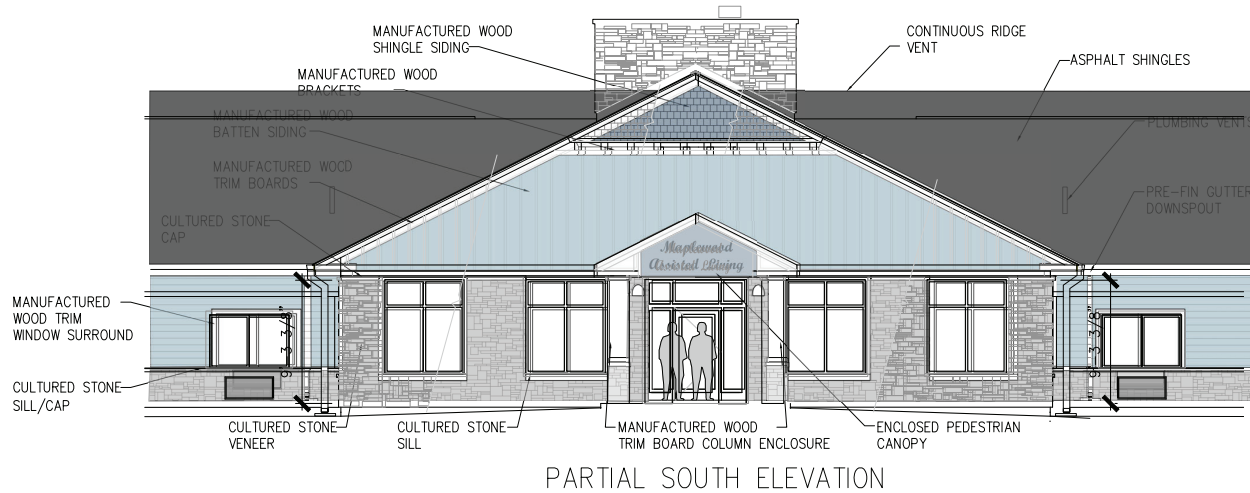
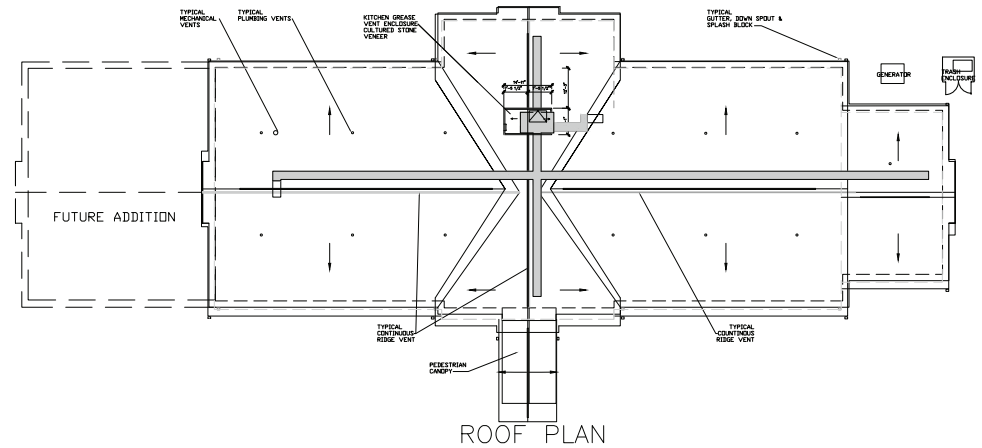
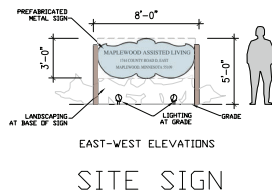
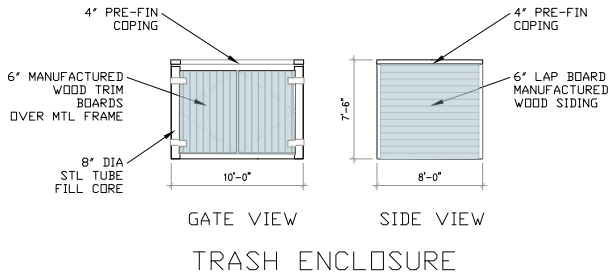
UNIT PLAN-C

NON-ADA TOILET, NON-ADA SHOWER, NON-ADA LAV 318 S.F.

22102-00

MAPLEWOOD ASSISTED LIVING





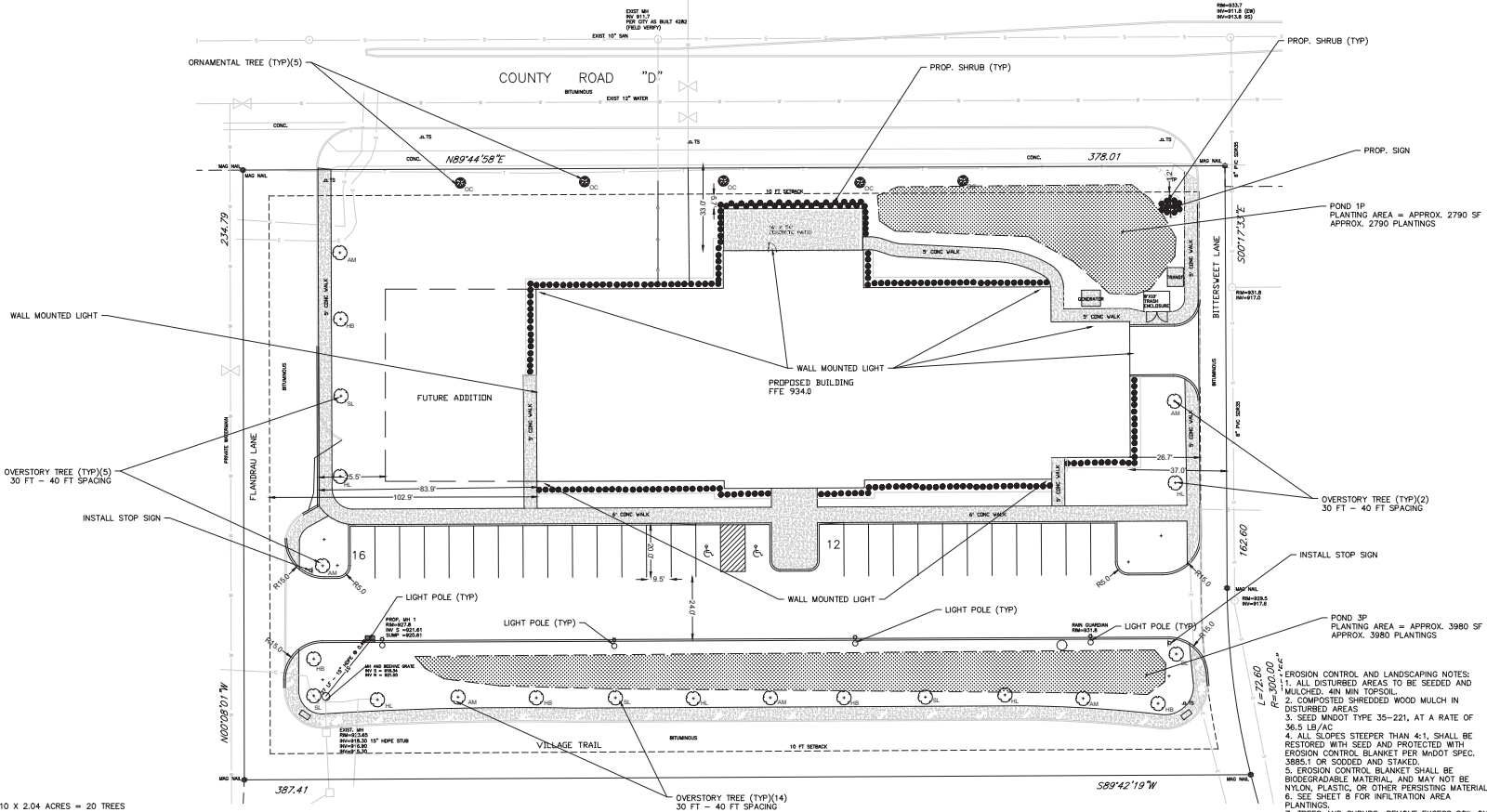
MAPLEWOOD ASSISTED LIVING





LANDSCAPE AND LIGHTING PLAN

MAPLEWOOD ASSISTED LIVING



TREE CALCULATIONS:
OVERSTORY TREES = 10 X 2.04 ACRES = 20 TREES

LANDSCAPING - TREE TABLE

KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QTY (EA)
AM	AUTUMN BLAZE MAPLE/ACER X FREEMANI	2" B&B	6
HB	HACKBERRY/CELTIS OCCIDENTALIS	2" B&B	5
SL	SENTRY LINDEN/TILIA AMERICANA "SENTRY"	2" B&B	5
HL	THORNLESS HONEYLOCUST/GLEDITSIA TRIACANTHOS INERMIS	2" B&B	5
OC	ORNAMENTAL CRAB TREE	2" B&B	5

LANDSCAPING - SHRUBS

COMMON NAME/SCIENTIFIC NAME	QTY (EA)
NINEBARK/PHYSCARPUS OPULOFOLIUS	75
NEW JERSEY TEA/CEANOTHUS AMERICANUS	75
ULAC	75

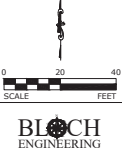
SCHEDULE "A" - PLUG PLANTING DETAIL

TYPICAL PLUG SCHEDULE	
USE 12" O.C. SPACING, 100 PER 100 SF	
PERCENT	NAME
25	CAREX STIPATA
25	JUNCUS EFFUSUS
25	LIATRIS Pycnostachya*
25	ASTER Umbellatus*
*OR NATIVE SUBSTITUTE,	

INFILTRATION AREA PLANTING NOTES:
1. SEE PLANTING DETAIL (STD PLANT 652) ON SHEET 8 FOR CITY STANDARDS.
2. MINIMUM 4 INCH POT SIZE FOR PLANTING PLUGS.

REVISIONS		LIC. NO.	
NO.	DESCRIPTION	DATE	DATE
1	12-11-22	49983	7-11-2022
2	1-10-23	49983	7-11-2022
DRAWN BY: KLB		SHEET C5	
CHECKED BY: KLB		SHEETS 10	
DESIGNED BY: KLB			
JOB NO. 22-04			

MAPLEWOOD ASSISTED LIVING
1744 CO RD D
MAPLEWOOD, MN
OWNER: MAIXIA VANG



BLOCH
ENGINEERING
BLOCH ENGINEERING, PLLC
blochengineering.com
1210 DEER ST NW
CAMBRIDGE, MN 55005
kbloch@blochengineering.com





Engineering Plan Review

PROJECT: **Maplewood Assisted Living – 1744 County Road D**

PROJECT NO: **25-02**

COMMENTS BY: **Jon Jarosch, Assistant City Engineer**

DATE: **1-3-2025**

PLAN SET: **Engineering plans dated 7-11-2022**

The applicant is proposing an assisted living facility and associated site improvements on the vacant lot at 1744 County Road D. This is a resubmittal of a proposal approved by the City in 2022.

As this project disturbs more than 1/2 acre, it is required to meet the City's water quality and rate control requirements. Stormwater management for the site is proposed to be accommodated via the use of infiltration basins.

This review does not constitute a final review of the plans, as the applicant will need to submit construction documents for final review, along with ratified agreements, prior to issuing building and grading permits.

The following are engineering review comments on the design and act as conditions prior to issuing permits:

Drainage and Stormwater Management

- 1) The project shall be submitted to the Ramsey-Washington Metro Watershed District (RWMWD) for review. All conditions of RWMWD shall be met.
- 2) A joint stormwater maintenance agreement with the City and RWMWD shall be signed by the owner for the proposed underground filtration system, sump structures, and associated storm sewer system.
- 3) A stormwater management plan shall be submitted detailing how the project is meeting the City of Maplewood and RWMWD stormwater management requirements.
- 4) Rate control for this site was provided as part of the larger Legacy Village PUD. A storm sewer system was stubbed in to the southwest corner of the site for this purpose. As such, the proposed site shall have its runoff rate controlled such that it is equal to (or less than) 3.8 cubic-feet-per-second in the 10-year storm event discharging into this storm sewer system.

- 5) Soil boring information or infiltration test data shall be submitted to support the infiltration rates utilized in the Stormwater Management Plan.

Grading and Erosion Control

- 6) Infiltration basins shall be protected from sedimentation throughout construction.
- 7) Inlet protection devices shall be installed on all existing and proposed onsite storm sewer until all exposed soils are stabilized.
- 8) Public and private drives and roadways shall be swept as needed to keep the pavement clear of sediment and construction debris.
- 9) All pedestrian facilities shall be ADA compliant.
- 10) A copy of the project SWPPP and NDPES Permit shall be submitted prior to the issuance of a grading permit.
- 11) All slopes shall be 3H:1V or less steep in slope.
- 12) The total cut/fill volume shall be noted on the grading plan.

Sanitary Sewer and Water Service

- 13) Sanitary sewer service piping shall be schedule 40 PVC or SDR 35.
- 14) The proposed water service modifications are subject to the review and conditions of Saint Paul Regional Water Services (SPRWS). The applicant shall submit plans and specifications to SPRWS for review and meet all requirements they may have prior to the issuance of a grading permit by the City.
- 15) The applicant shall be responsible for paying any SAC, WAC, or PAC charges related to the improvements proposed with this phase of the project. Appropriate fees shall be charged during the permitting process.

Other

- 16) All work within the right-of-way along County Road D shall be reviewed and approved by Ramsey County. Work in this area will require a right-of-way permit from the County.

Public Works Permits

The following permits are required by the Public Works Department for this project. The applicant should verify the need for other City permits with the Building Department.

- 17) Grading and erosion control permit
- 18) Sanitary Sewer Permit
- 19) Storm Sewer Permit
- 20) Maplewood Right-of-way Permit (ROW Permit also needed from County)

- END COMMENTS -

Environmental Review

Project: Maplewood Assisted Living

Date of Plans: January 10, 2023

Date of Review: January 9, 2025

Location: 1744 County Road C (Legacy Village)

Reviewers: Shann Finwall, Environmental Planner
(651) 249-2304, shann.finwall@maplewoodmn.gov
Carole Gernes, Natural Resources Coordinator
(651) 249-2416, carole.gernes@maplewoodmn.gov

Project Background: MX Real Estate, LLC, proposed to construct an assisted living facility on the last vacant lot within the Legacy Village Planned Unit Development (PUD) at 1744 County Road D East. The City reviewed the original proposal in 2022. However, the City's land use approvals have since expired as the developer has not begun construction. This request is for the renewal of a previous design review and conditional use permit. The development must comply with the Legacy Village PUD tree replacement requirements, and the City's overall landscape ordinance/guidelines and infiltration basin planting policies.

1. Trees

- a. Legacy Village Planned Unit Development Tree Replacement Requirements: The Legacy Village Planned Unit Development approved by the City Council in 2003 required that developments within Legacy Village replace trees at a rate of one replacement tree for one tree removed, with a maximum of 10 trees per acre. Additionally, overstory trees will be planted along the streets at an average of 30 to 40 feet on center.
- b. Tree Impacts: All trees were removed from this site during the overall grading of the Legacy Village PUD.
- c. Tree Replacement: The site is 2.04 acres in size. According to the Legacy Village PUD tree replacement requirements, the applicants must replace at least 20 trees ($2.04 \times 10 = 20$ trees) on the site. There is approximately 1,000 linear feet of street frontage, requiring approximately 25 overstory trees along the streets. The updated landscape plan shows 26 2-caliper inch trees, which meets the tree replacement requirements.
- d. Tree Replacement Recommendations:
 - 1) The applicants addressed all 2022 environmental review tree replacement recommendations with their updated plans.

2. Overall Landscaping

- a. Landscape Requirements: The City will review the landscape plan to ensure nonnative or invasive species are avoided, and that the landscaping meets City ordinance and guidelines.
- b. Landscape Recommendations:
 - 1) Prior to issuance of a grading or building permit the applicant must submit a revised landscape plan for staff approval showing:
 - a) The applicants addressed all 2022 environmental review landscape recommendations with their updated plans.

3. Stormwater Basins

- a. Stormwater Basin Requirements: Two stormwater basins are proposed on the site. The 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 on large basins. Using plants rather than seeds 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.
- b. Stormwater Basin Recommendations.
 - 1) Prior to issuance of a grading or building permit, the applicant must submit detailed planting plans for the stormwater basins for staff approval showing:
 - a) A landscape drawing for each infiltration basin, including list of species, MNDOT seed mix, container size, spacing, and quantities. The plan states "Planting Detail (STD Plate 652) on Sheet 8". No Sheet 8 was included.
 - b) The MNDOT seed mix 35-221 is a dry prairie mix and it should work fine in the upper part and slopes of the ponds. The wet areas should include a seed mix such as MNDOT 33-261 for stormwater.
 - c) The plan calls for 25 Juncu effusus. The correct spelling is Juncus effuses.
 - d) For any area using a native seed mix (ex: pond slopes), provide a three-year maintenance plan. The plan should include maintenance for each year, including maintenance activities that will be required and what entity (developer, owner, etc.) will take on this responsibility.

**MINUTES
MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD**

6:00 P.M. Tuesday, January 21, 2025
City Hall, Council Chambers
1830 County Road B East

A. NEW BUSINESS

1. Design Review Resolution, Maplewood Assisted Living, 1744 County Road D East

Elizabeth Hammond, Planner, gave the presentation. Maixia Vang, MX Real Estate LLC, and Ken Rivera, Rivera Architects, addressed the board and answered questions.

Vice Chairperson Oszman moved to approve a design review resolution for constructing a residential assisted living facility at 1744 County Road D East, subject to certain conditions of approval.

DESIGN REVIEW RESOLUTION

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

Section 1. Background.

- 1.01 MX Real Estate, LLC has requested approval of a design review to construct a residential assisted living facility on the property.
- 1.02 The property is located at 1744 County Road D East and is legally described as:
Lot 3, Block 2, Legacy Village of Maplewood, Ramsey County
PIN: 032922110005

Section 2. Site and Building Plan Standards and Findings.

- 2.01 City ordinance requires that the community design review board make the following findings to approve plans:
 - 1. That the design and location of the proposed development and its relationship to neighboring, existing, or proposed developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood; that it will not unreasonably interfere with the use and enjoyment of neighboring, existing or proposed developments; and that it will not create traffic hazards or congestion.
 - 2. That the design and location of the proposed development are in keeping with the character of the surrounding neighborhood and are not detrimental to the harmonious, orderly, and attractive development contemplated by this article and the city's comprehensive municipal plan.
 - 3. That the design and location of the proposed development would provide a desirable environment for its occupants, as well as for its neighbors, and that it is aesthetically of good composition, materials, textures, and colors.
- 2.02 The community design review board reviewed this request on January 21, 2025, and voted to approve it.

2.03 The proposal meets the specific findings for design review approval.

Section 3. City Council Action.

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

1. If the city has not issued a building permit for this project, repeat this review in two years.
2. All fire marshal, city engineer, and building official requirements must be met.
3. Satisfy the requirements in the engineering review by Jon Jarosch, dated January 3, 2025.
4. Satisfy the requirements in the environmental review by Shann Finwall, dated January 9, 2025.
5. The applicant shall obtain all required permits from the Ramsey-Washington Metro Watershed District.
6. The applicant shall obtain a license for the facility from the Minnesota Department of Health and provide a copy to the city. If the facility has a third party providing food service activities, the applicant shall also obtain a food service license from the city.
7. The applicant shall install two stop signs at each exit of the parking lot on the property.
8. The applicant shall install a sidewalk along the south, east, and west rights-of-ways.
9. Per city ordinance standards, all mechanical equipment and trash receptacles shall be screened from view of all nearby residential properties.
10. A comprehensive sign plan is approved. The applicant shall submit a sign permit to be reviewed and approved by staff. Pylon signs shall not be allowed. Monument signs may be allowed but shall not exceed 12 feet in height. The base of the monument sign must be landscaped.
11. Before the issuance of a building permit, the applicant shall submit for staff approval the following items:
 - a. The applicant shall provide the city with a cash escrow or an irrevocable letter of credit for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
 - b. Staff must review and approve elevation perspectives of the transformer and generator, showing that both are adequately screened. The elevations must include all enclosure sides and detail the materials and colors.
 - c. Additional details to accompany the lighting plan: a photometric site plan with light levels at the property lines and a description of each luminaire, including the manufacturer's catalog cuts and drawings.

- d. An updated landscape plan as outlined in the environmental review.
12. The applicant shall complete the following before occupying the building:
- a. Replace any property irons that were removed because of this construction.
 - b. Provide continuous concrete curb and gutter around the parking lot and driveways.
 - c. Install all required landscaping and an in-ground lawn irrigation system for all landscaped areas.
 - d. Install all required outdoor lighting.
 - e. Install all required sidewalks and trails.
13. If any required work is not done, the city may allow temporary occupancy if:
- a. The city determines that the work is not essential to public health, safety, or welfare.
 - b. The above-required letter of credit or cash escrow is held by the City of Maplewood for all required exterior improvements. The owner or contractor shall complete any unfinished exterior improvements by June 1 of the following year if occupancy of the building is in the fall or winter or within six weeks of occupancy of the building if occupancy is in the spring or summer.
14. All work shall follow the approved plans. The director of community development may approve minor changes.

Seconded by Boardmember Lamers

Ayes – All (via roll call)

The motion passed.

MINUTES
MAPLEWOOD PLANNING COMMISSION
7:00 P.M. Tuesday, January 21, 2025
City Hall, Council Chambers
1830 County Road B East

A. PUBLIC HEARING

1. Conditional Use Permit Resolution for a PUD Amendment, Maplewood Assisted Living, 1744 County Road D East

Elizabeth Hammond, Planner, gave the presentation and answered questions from the Commission.

Vice Chairperson Yang opened the public hearing.

The following individuals addressed the commission regarding the project:

None

Vice Chairperson Yang closed the public hearing.

Commissioner Oszman moved to approve a conditional use permit resolution for a PUD amendment for constructing a residential assisted living facility at 1744 County Road D East, subject to certain conditions of approval.

CONDITIONAL USE PERMIT RESOLUTION FOR A PUD AMENDMENT

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

Section 1. Background.

- 1.01 Mx Real Estate, LLC has requested to amend the Conditional Use Permit that governs the Planned Unit Development (PUD) for the property at 1744 County Road D East.
- 1.02 The property located at 1744 County Road D East is legally described as:
Lot 3, Block 2, Legacy Village of Maplewood, Ramsey County
PIN: 032922110005
- 1.03 The property is part of the Legacy Village Planned Unit Development, approved on July 14, 2003, and designated as a retail/commercial site. The CUP governing the PUD needs to be amended to allow for a residential assisted living facility on the site.

Section 2. Standards.

- 2.01 General Conditional Use Permit Standards. The City Ordinance states that the City Council must base approval of a Conditional Use Permit on the following nine standards for approval.
 - 1. The use would be located, designed, maintained, constructed, and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.

January 21, 2025

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

Section 3. Findings.

- 3.01 The proposal meets the specific Conditional Use Permit standards.

Section 4. City Review Process

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

1. On January 21, 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 allowed everyone to speak and present written statements at the hearing. The Planning Commission recommended that the City Council approve this resolution.
2. On February 10, 2025, the City Council discussed this resolution. They considered reports and recommendations from the planning commission and City staff.

Section 5. City Council

- 5.01 The City Council hereby _____ the resolution. Approval is based on the findings outlined in section 3 of this resolution. Approval is subject to the following conditions:

1. The use is allowed as long as the provisions of the BC zoning district and conditions outlined here are met.
2. The buildings on the site shall be setback as shown on the site plan approved by the city council, 33 feet from the north lot line.

3. A comprehensive sign plan is approved. The applicant shall submit a sign permit to be reviewed and approved by staff. Pylon signs shall not be allowed. Monument signs may be allowed but shall not exceed 12 feet in height. The base of the monument sign must be landscaped.
4. The architectural character and exterior building materials must be in keeping with the adjacent townhomes and other buildings, if present.
5. Access to the site shall be from the side streets.
6. All ground-mounted and roof-mounted mechanical equipment shall be screened according to the ordinance.
7. Adequate separation, buffering, and screening must be provided for the multifamily residential units from the front doors, parking areas, loading areas, and mechanical equipment of this building.
8. Parking stalls with a width of 9.5 feet are permitted for this site.
9. Applicant must maintain at least 28 parking stalls on site.
10. All construction shall follow the approved plans. The director of community development may approve minor changes.
11. The proposed construction must be substantially started within one year of council approval, or the permit shall become null and void.
12. The city council shall review this permit in one year.
13. The applicant shall meet the conditions outlined in the design review resolution.

Seconded by Commissioner Arbuckle

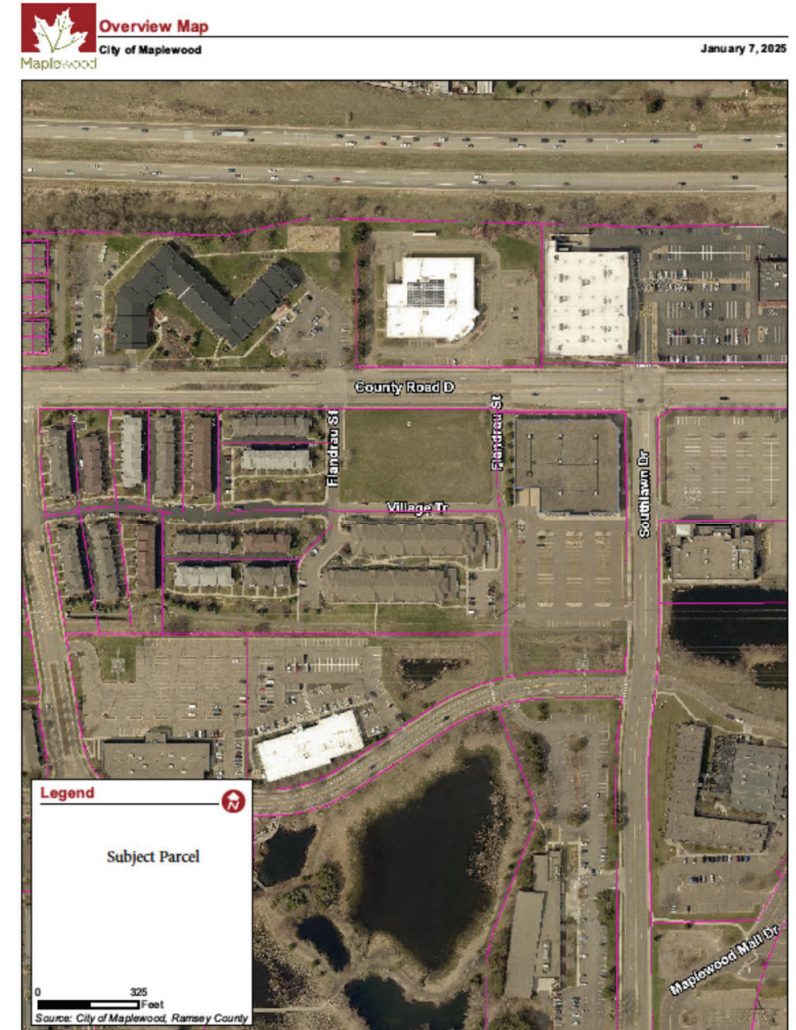
Ayes – All

The motion passed.

This item will go to the city council on February 10, 2025.

Maplewood Assisted Living

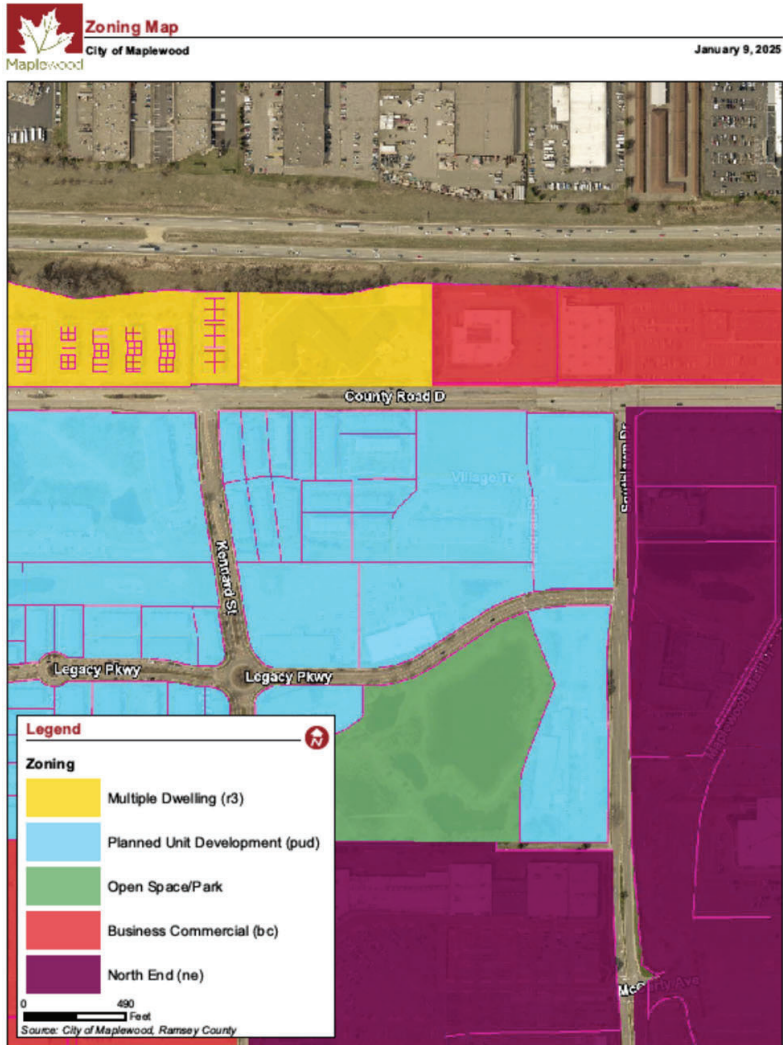
- MX Real Estate, LLC proposes constructing a 20-unit residential assisted living facility
 - Located at 1744 County Road D East
 - 2.04 Acre Site
 - The vacant property is part of the Legacy Village Planned Unit Development (PUD)
- Requesting approval for:
 - Conditional Use Permit Amendment for the PUD that governs the site
 - Design Review Approval





Maplewood Assisted Living

- PUD Zoning District
 - Legacy Village PUD - approved on July 14, 2003, designated this site for retail/commercial, remained vacant
 - In 2022, it was amended to allow the assisted living project, but this approval expired on May 9, 2024
 - The applicant requests that the city approve the same proposal again for approval



[illegible]

LANDSCAPING - TREE TABLE			
KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QTY (EA)
AM	AUTUMN BLAZE MAPLE/AGER X FREEMAN	2" B&B	6
H9	HACKBERRY/CELTIS OCCIDENTALIS	2" B&B	5
S	SENTINEL LINDEN/ILIA AMERICANA "SENTINEL"	2" B&B	5
HL	HOORNESS HORNWOOD/OLICHTRA BRACONTS CS INERING	2" B&B	5
OC	ORIENTAL CRAB TREE	2" B&B	5

LANDSCAPING – SHRUBS		
COMMON NAME/SCIENTIFIC NAME	QTY (EA)	
NUFFBARK/PHYSCARPUS OPIFOLIUS	75	
NEW JERSEA TEA/CEANOTHUS AMERICANUS	75	
LILAC	75	

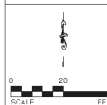
SCHEDULE 'A' - PLUG PLANTING DETAIL	
TYPICAL PLUG SCHEDULE	
USE 12" O.C. SPACING, 100 PER 100 SF	
PERCENT	NAME
25	CAREX STIPATA
25	JUNCU EFFUSUS
25	LIATRIS PYCNOSTACHYA*
25	ASTER UMBELLATUS*
*OR NATIVE SUBSTITUTE,	

IRRIGATION AREA PLANTING NOTES:

1. SEE PLANTING DETAIL (STD PLATE 652) ON SHEET B FOR CITY STANDARDS.
2. MINIMUM 1/4" NCH PO" SIZE FOR PLANTING PLUGS.

PROPERTY, THAT THIS PLAN PREPARED BY AN USER NOT DIRECT EMPLOYEE OF THE STATE OF MINNESOTA. CONSIGNED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	REVISION	NO. DATE	BY DESCRIPTION
		1 12-1-22	HY UPDATE SCALE IN SPOKE
		2 1-10-23	ADD COATING UTIL INFORMATION
<i>[Signature]</i> MICHAEL L. GLOCI			
46983			
7-11-2022			

MAPLEWOOD ASSISTED LIVING
1744 CO RD D
MAPLEWOOD, MN
OWNER: MAIXIA VANG



BLOCH
ENGINEERING

BLOCH ENGINEERING, PLLC
blocheengineering.com
32210 KRON ST NW

CAMBRIDGE, MN 55020
krytd@i-Octaengineering.com

CHECKED BY: KLB

DESIGNED BY: KLB

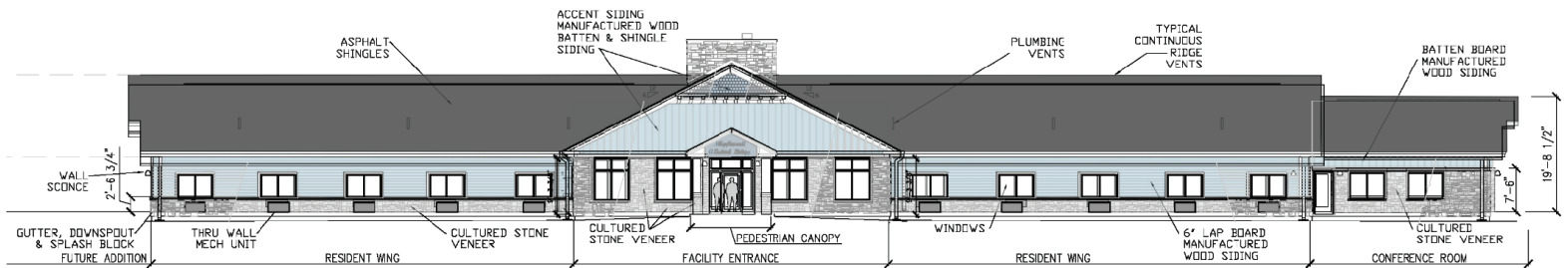
ICB NO. 23-04

SHIFT	SHIFT'S
C5	10

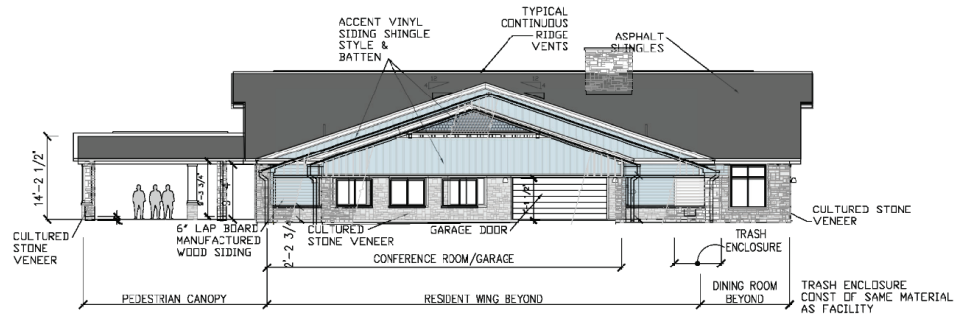


MAPLEWOOD ASSISTED LIVING

22102-00



SOUTH ELEVATION



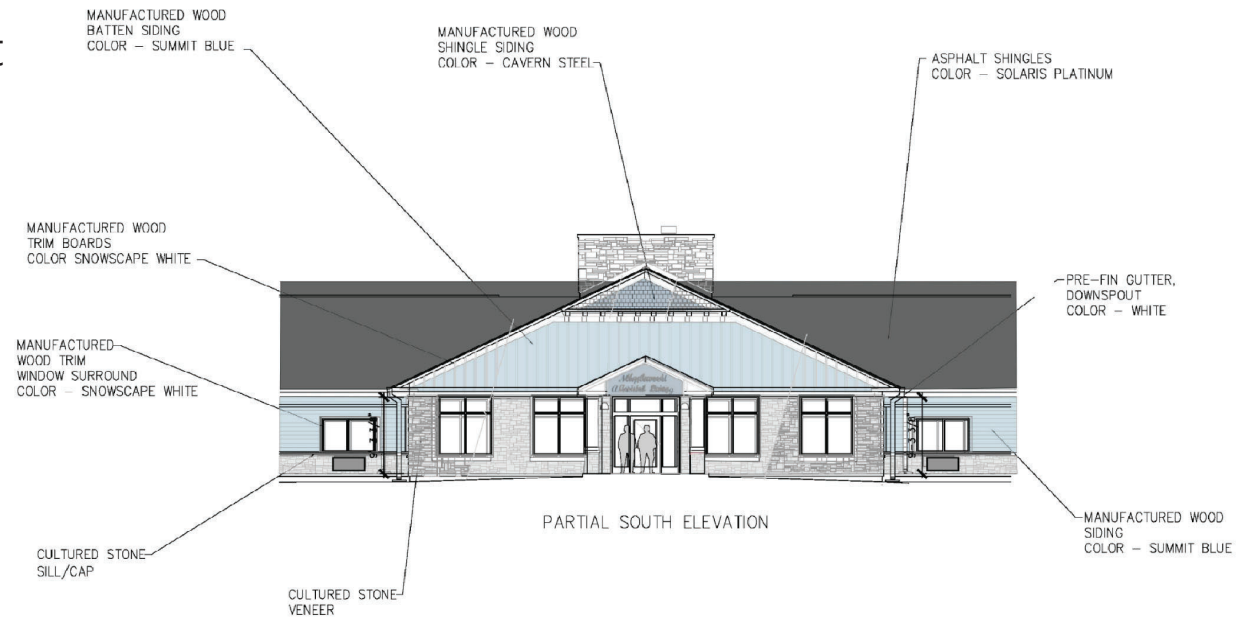
EAST ELEVATION





Maplewood

- The one-story building is 24 feet at its highest point
- The exterior materials are – manufactured wood trim, batten, and shingle siding in colors white and blue, cultured stone veneer wraps around the building, varying in height



22102-00

MAPLEWOOD ASSISTED LIVING

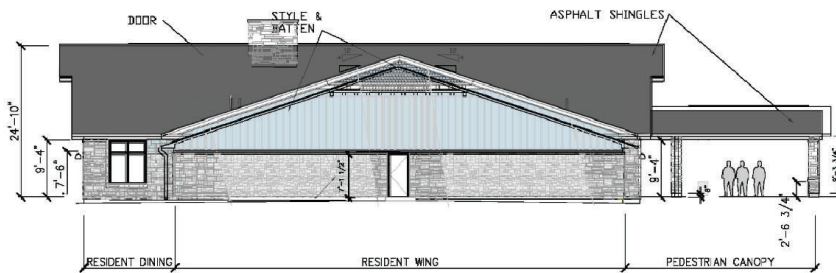




NORTH ELEVATION



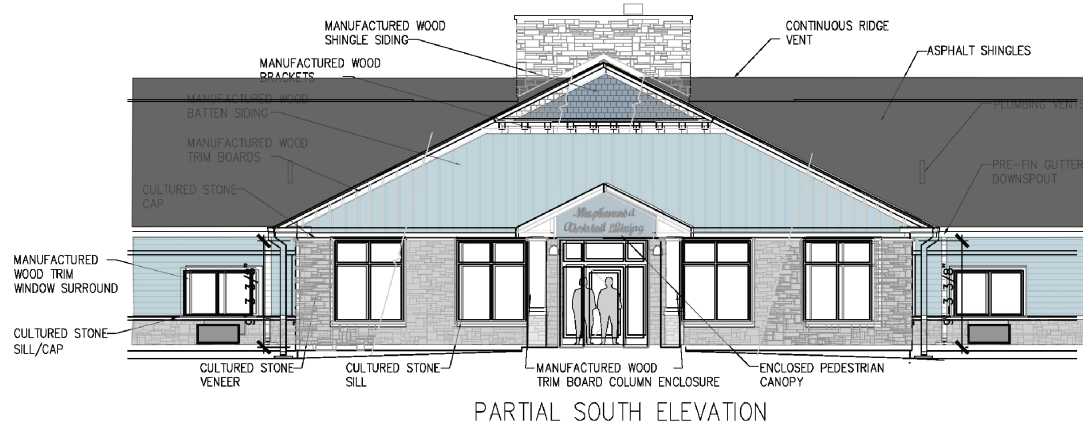
WEST ELEVATION



MAPLEWOOD ASSISTED LIVING

22102-00





MAPLEWOOD ASSISTED LIVING







Maplewood Assisted Living

Recommended Action:

- a. Motion to approve a conditional use permit resolution for a PUD amendment for constructing a residential assisted living facility at 1744 County Road D East, subject to certain conditions of approval.

- b. Motion to approve a design review resolution for constructing a residential assisted living facility at 1744 County Road D East, subject to certain conditions of approval.

CITY COUNCIL STAFF REPORT

Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Danette Parr, Community Development Director

PRESENTER: Danette Parr, Community Development Director

AGENDA ITEM: Contract for Demolition, 1830 Howard Street North

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

In 2024 the City Council ordered the abatement of a hazardous building and public nuisance conditions at 1830 Howard Street North. In preparation for the demolition of the hazardous structure, an asbestos report was completed, and quotes were sought. Authorizing the contract will allow for the demolition and mitigation of hazardous conditions.

Recommended Action:

Motion to approve a contract with Goodmanson Construction for the demolition of 1830 Howard Street North and authorize the Mayor and City Manager to sign the contract.

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: Statutory and city code provisions

authorize the city to recover enforcement and demolition costs via special assessments against the property.

Strategic Plan Relevance:

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

Code enforcement is a key function of city services, and the use of abatement is a tool to compel compliance and remove unsafe nuisance structures.

Background:

The single-family dwelling at 1830 Howard Street has been the subject of numerous code violations over the years. Throughout this time, numerous attempts were made to have the substandard conditions remedied. The structure eventually became unoccupied and continued to decline and become a safety hazard. In January of 2024, an administrative warrant was granted to the city to allow staff to enter the structure and inspect the inside and the surrounding grounds. Based on the

findings of that inspection, staff and our city attorney believed the property and the structure to be hazardous, unsafe, and a public nuisance under state law and city code.

In February of 2024, the City Council approved a resolution ordering the abatement of a hazardous building and public nuisance conditions at 1830 Howard Street North. It was determined that the most suitable way to restore the property to a safe, sanitary, and code-compliant condition was to have the structure removed and the site restored. Since all necessary legal considerations have been completed, the city sought two bids to carry out this work. The lowest qualified bid was offered by Goodmanson Construction in the amount of \$41,000.

Attachments:

1. Contract for Demolition of 1830 Howard Street

AGREEMENT FOR DEMOLITION AND SITE RESTORATION SERVICES

This Agreement for Demolition and Site Restoration Services (the “Agreement”) is made this ____ day of _____, 20__ by and between the city of Maplewood, a Minnesota municipal corporation (the “City”), and Goodmanson Construction, Inc., a Minnesota corporation (the “Contractor”).

I. SERVICES; CONTRACTOR REPRESENTATIONS.

A. The Contractor agrees to perform, in accordance with this Agreement, all work associated with the demolition and removal of the hazardous structure located at 1830 Howard Street North, Maplewood, Minnesota (the “Property”) and all associated site restoration work, including, without limitation, all items expressly listed in the Contractor’s proposal (the “Proposal”) attached hereto as Exhibit A (collectively, the “Services”). The Proposal is incorporated into this Agreement as if fully set forth herein, provided, however, that in the event of any conflict between this Agreement and the Proposal, this Agreement shall control.

B. Following a written notice to proceed from the City, the Contractor will perform the Services required herein. Such Services will begin on a date mutually agreed upon by the City and the Contractor. Notwithstanding the foregoing, and unless caused by any unforeseen circumstances or events outside of the Contractor’s control, all Services must be completed by the Contractor within 60 days of the City’s written notice to proceed.

C. Execution of this Agreement by the Contractor is a representation that the Contractor has visited the Property, is familiar with local conditions under which the Services are to be performed, and correlated its personal observations with the requirements of this Agreement. The Contractor further represents that it is thoroughly familiar with the nature, location, and character of the general area in which the Services are to be performed, including, without limitation, the type and quantity of all necessary equipment, materials, supplies, tools, and labor needed to complete the Services in the manner and within the costs and time frame required by this Agreement. Further, the Contractor recognizes the degree of care required with respect to the safety and protection of individuals and property on and near the Property and the cleanliness of the Property.

D. The Contractor shall supervise and direct the work related to all Services using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Services required under this Agreement. All Services and work performed by the Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional contractors currently providing similar services.

II. COMPLETION AND FINAL INSPECTION; PAYMENT.

A. Upon receipt of notice from the Contractor that the Services have been completed in accordance herewith and the Property is ready for final inspection and approval, the City shall perform such inspections that it deems reasonably necessary and, only when it deems the work as acceptable and the Services fully performed, it shall make final payment to the Contractor in the amount provided in subsection II.B below. Acceptance of final payment by the Contractor shall constitute a waiver of claims against the City for the work performed hereunder.

B. Following the satisfactory completion of the Services, the City will pay the Contractor \$42,400 (the “Fee”), as provided in the Proposal. The Fee includes all work to be performed by the Contractor, including all associated expenses expected to be incurred by the Contractor in carrying out the Services, and the City shall not be responsible for payment of additional money or for any additional work performed by the Contractor that is not expressly required or authorized herein. For the avoidance of doubt, this is a lump sum contract, and change orders for additional payment will not be granted as a result of the Contractor under-estimating quantities of material(s), supplies, equipment, or work hours needed to complete the Services. The City may withhold payment to the Contractor in whole or in part to the extent reasonably necessary to protect it from loss because of: (i) defective work not remedied; (ii) failure of the Contractor to make payments to subcontractors or for labor, materials, or equipment; or (iii) persistent failure by the Contractor to carry out the work and Services in accordance with this Agreement.

III. TERM OF AGREEMENT; TERMINATION.

This Agreement shall terminate upon completion of all Services by the Contractor and the Contractor’s acceptance of final payment of the Fee, as contemplated in section II above. Additionally, the City may terminate this Agreement at any time for any reason or no reason at all by providing the Contractor with written notice of immediate termination. The parties may also, by mutual written agreement, terminate this Agreement at any time. In the event of termination, the Contractor shall be paid for any work actually completed prior to the date of termination, and the provisions in sections IV, V, and VII of this Agreement shall survive termination.

IV. INDEPENDENT CONTRACTOR.

All Services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or Services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by the Contractor in the performance of work or Services pursuant to this Agreement, shall not be the obligation or responsibility of the City. The Contractor, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City’s employees, except as otherwise stated herein.

V. INDEMNIFICATION.

The Contractor, and any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or Services pursuant to this Agreement, hereby agrees to indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys’ fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, subcontractors, and agents, or any other person engaged by the Contractor in the performance of work or Services pursuant to this Agreement. In no event shall the City be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages. Nothing contained herein shall be deemed a waiver by the City of any liability limits that it is duly afforded under law.

VI. INSURANCE.

A. The Contractor agrees to maintain, throughout the term of this Agreement and at its own expense, any workers' compensation insurance coverage required by state law. Additionally, the Contractor also agrees to maintain, throughout the term of this Agreement and at its own expense, general commercial liability and automobile coverage insuring the Contractor against claims for bodily injury, death, or property damage arising out of the Contractor's business activities and its use of automobiles. Coverage amounts for the general commercial liability policy may not be less than \$1,500,000 per occurrence for bodily injury or death and \$1,500,000 per occurrence for property damage, and the combined single limit for the Contractor's automobile policy may not be less than \$1,000,000.

B. The City shall be named as an additional insured on the general commercial liability and automobile policies required above. Prior to performing any work under this Agreement, the Contractor will provide the City with a certificate of insurance showing evidence of the required policies and proof that the City is named as an additional insured on such policies.

VII. MISCELLANEOUS PROVISIONS.

A. Entire Agreement.

This Agreement shall constitute the entire agreement between the City and the Contractor regarding the Services on the Property and supersedes any other written or oral agreements between the City and the Contractor. This Agreement can only be modified in writing signed by the City and the Contractor.

B. Data Practices Act Compliance.

Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the City concerning data requests.

C. Audit.

The Contractor shall provide the City with access to any books, documents, papers, and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for six years after final payments and all other pending matters related to this Agreement are closed.

D. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts in Ramsey County, Minnesota and the parties waive any objections to jurisdiction.

E. No Assignment.

This Agreement may not be assigned by either party.

F. No Discrimination.

The Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any this section may lead to immediate termination of this Agreement.

G. Agreement Not Exclusive.

The City retains the right to hire other additional contractors in the City's sole discretion.

H. Notices.

Notices required hereunder shall be deemed satisfactorily delivered if sent by either United States certified mail, return receipt requested, or email to the following party representatives or their successors:

To the City: City of Maplewood
Attn: City Manager
1830 County Rd B E
Maplewood, MN 55109
Email: Michael.Sable@MaplewoodMN.gov

To the Contractor: Goodmanson Construction, Inc.
600 Kasota Avenue SE
Minneapolis, MN 55414
Email: _____

I. Compliance with Laws.

The Contractor shall exercise due care in carrying out all work and Services required hereunder and shall further comply with any and all applicable federal, state and local laws, rules, ordinances and regulations while performing such work and Services. This includes, but is certainly not limited to, securing any and all permits required to perform the Services.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

CITY OF MAPLEWOOD:

By: _____
Marylee Abrams, Mayor

By: _____
Michael Sable, City Manager

CONTRACTOR:

By: _____

Its: _____

EXHIBIT A
The Proposal



PROPOSAL

600 KASOTA AVE SE
MINNEAPOLIS, MN 55414
OFFICE: (651) 636-4996

WWW.GOODMANSONCONSTRUCTION.COM

Date: 2.3.25

Proposal Submitted To:

City of Maplewood

Liz Johnson

(651) 249.2301

Liz.johnson@maplewoodmn.gov

Work To Be Performed At:

1830 Howard St. N

Maplewood MN, 55109

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Pre-Demolition

- City of Maplewood provide permit.
- City of Maplewood to terminate gas and power to site prior to demolition.
- Goodmanson Construction to coordinate w/ 3rd party licensed inspector for pre-demolition survey, (asbestos).
- Evaluations will be made in conformance with the most current Minnesota Pollution Agency and Minnesota Department of Health. Test cost included in total; abatement IS included in total.

House Removal & Site Restoration

- Remove and dispose of car on site.
- Install bio log around perimeter, (460 linear feet).
- Disconnect water.
- Remove and dispose of building, foundation, basement floor, contents of house etc., (~730 square feet).
- Remove and recycle asphalt parking lot, (63,700 square feet).
- Infill building basement and compact.
- Grade area and Hydroseed.

Total: \$42,400.00 (initial)

*Does include cost of abatement

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Exclusions:

- Cost of Permits
- Electrical
- Plumbing
- Landscaping
- Watering landscape restoration to be done by others
- Railings
- Disposing of contaminated materials
- Damage to underground utilities/irrigation
- Owner responsible for marking private utilities prior to construction
- Design/Engineering/Survey/Staking
- Painting
- ADA Compliance
- Additional base/subsoil correction
- Subgrade Preparation
- Material Testing/Inspections
- Traffic Control
- Meter Hooding
- Prevailing Wage
- Work schedule 7am-6pm Monday-Friday
- Winter Conditions 11/1 – 4/15
- Tree/Stump Removal

WORK CREW

- ❖ All concrete work to be expertly performed by Goodmanson employees/ACI Certified Finishers.

LICENSED BONDED AND INSURED

- ❖ MN LIC#: BC627075 8500
- ❖ \$9 million umbrella coverage

Terms of Proposal

MN License #BC627075 | AA/EEO/Vets/Disability Employer

Length of Proposal:

This proposal may be withdrawn by Goodmanson Construction if not accepted within 7 days.

Permits (if necessary):

Cost of permit(s), if needed, not included in this proposal. Goodmanson Construction will obtain and asked to be reimbursed.

Concrete/Asphalt Removal (if applicable):

Cost includes up to 5½" of existing concrete/asphalt removal. If thicker than 5½", \$0.50 per inch of extra thickness per square foot will be charged following discussion and signed change order from owner.

Sub Soil (if applicable):

Cost includes up to 6" of recycled concrete base installation. If additional base is required, \$0.50 per inch of base per square foot will be charged following discussion and signed change order from owner.

Railings (if applicable):

Goodmanson does not replace or install railings. We recommend Andrew Laliberte with Dakota Unlimited 651-322-7123.

Irrigation Systems/Electrical/Utilities (if applicable):

Not responsible for damage to irrigation lines and heads/electrical lines/utilities. Gopher One locates requested by Goodmanson are for the safety of our employees only. Public and private utility locates do not guarantee location of utilities nor guarantee Goodmanson can avoid damage.

Goodmanson will use the best care possible to prevent any damage and will repair unexposed services at additional charge.

Payment Schedule:

10% deposit required to schedule (new customer), Payments Due as Work Progresses, Balance Due Day of Completion

18% per Year (1.5% month) Late Fee Applies on All Late Payments

CASH & CHECK ACCEPTED OR MASTERCARD & VISA WITH 2 % SERVICE FEE

Concrete has a natural variation in appearance and color similar to marble, granite and wood. Keep in mind that the color samples shown are an approximation of the final concrete color of the finished concrete. The in-place concrete will be affected by the concrete mixture, materials selected, finishing techniques, curing and sealing methods and weather conditions.

Final in-place concrete will NOT look exactly like samples.

Any alteration or deviation from specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by: Goodmanson Construction, Inc. All concrete cracks. Every measure possible will be taken to control cracks so they cannot be seen.

PRE-LIEN NOTICE: ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLY LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

CUSTOMER'S THREE-DAY RIGHT TO TERMINATE: CUSTOMER IS ADVISED THAT IF THE WORK INVOLVES THE CUSTOMER'S HOMESTEAD, FEDERAL LAW ALLOWS CUSTOMER TO TERMINATE THIS AGREEMENT FOR ANY REASON WITHIN THREE (3) DAYS AFTER SIGNING IT. CUSTOMER ACKNOWLEDGES THAT THEY HAVE RECEIVED SUCH NOTICE PURSUANT TO THIS SECTION AND PURSUANT TO THE NOTICE OF RESCISSION ATTACHED HERE TO.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Goodmanson Construction is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

BILLING INFORMATION

Preferred Billing:

☐ ACH

☐ Email

☐ USPS

Company Name: _____

DBA (if applicable): _____

Company Address (bill to): _____

City, State, Zip (bill to): _____

AP Contact Name: _____

AP Contact E-mail: _____

AP Contact Phone: _____

Project Name: _____

DOCUMENTS NEEDED:

☐ W-9

☐ Certificate of Insurance

☐ P.O. # _____

☐ Other _____

Submitted by:

Matt Lang

Project Estimator/Designer

CITY COUNCIL STAFF REPORT
Meeting Date February 10, 2025

REPORT TO: Michael Sable, City Manager

REPORT FROM: Mike Darrow, Assistant City Manager/Human Resources Director

PRESENTER: Danette Parr, Community Development Director
Mike Darrow, Assistant City Manager/Human Resources Director

AGENDA ITEM: Moose Lodge Demolition

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

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

Policy Issue:

In 2019, the City approved the purchase of the Moose Lodge to support redevelopment efforts along the Frost Avenue corridor. As part of this initiative, the City recently completed an asbestos report and solicited bids for the building's demolition. The Council must decide whether to approve the demolition of just the building or the building and parking lot.

Recommended Action:

The City Council has two options for consideration:

Option 1: Motion to approve the demolition bid of \$249,000 from Kevitt Excavating for the removal of the building only at 1946 English Street (Moose Lodge) and authorize the Mayor and City Manager to enter into a contract with a completion date of May 22, 2025.

Option 2: Motion to approve the demolition bid of \$314,898.75 from Gustafson Excavating for the removal of the building and parking lot at 1946 English Street (Moose Lodge) and authorize the Mayor and City Manager to enter into a contract with a completion date of May 22, 2025.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$249,000 for option 1 or \$314,898.75 for option 2.

Financing source(s): ☒ Adopted Budget ☐ Budget Modification ☒ New Revenue Source
☐ Use of Reserves ☐ Other: Funding options include either an interfund loan through the EDA or a zero-interest loan through DEED. Staff will present both scenarios at the City Council meeting on February 10, 2025.

Strategic Plan Relevance:

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

The City purchased the Moose Lodge building to support redevelopment efforts along the Frost Avenue corridor.

Background:

In 2019, the City purchased the Moose Lodge building to support redevelopment efforts along the Frost Avenue corridor. However, the demolition and redevelopment of the site were temporarily paused to prioritize other projects in the area.

During last fall's development tour, this site was identified as a key redevelopment opportunity, with the demolition of the building considered the first phase. Following the completion of an asbestos report earlier this year, the City solicited bids, receiving a total of 15 submissions by the February 4, 2024, deadline at 10:00 AM.

The bid package included:

- Base bid: Removal of the building only
- Bid alternative: Removal of both the building and parking lot

Bid results:

- Base bid: Ranged from \$249,000 (lowest) to \$851,551.60 (highest)
- Bid alternative: Ranged from \$314,898.75 (lowest) to over \$851,551.60 (highest)

Both options include asbestos removal and clean fill of the site. The project is scheduled for completion by May 22, 2025.

Attachments:

1. Bid Tabulation

City of Maplewood - Moose Lodge Demolition Project (#9495714)
Owner: Maplewood MN, City of
Solicitor: Maplewood MN, City of
02/04/2025 10:00 AM CST

		Kevitt Excavating		Gustafson Excavating, Inc.	
Section Title	Item Description	Unit Price	Extension	Unit Price	Extension
Base Bid			\$249,000.00		\$270,031.50
	Base Bid	\$249,000.00	\$249,000.00	\$270,031.50	\$270,031.50
Bid Alternate 1			\$99,000.00		\$44,867.25
	Bid Alternate 1	\$99,000.00	\$99,000.00	\$44,867.25	\$44,867.25
Base Bid Total:			\$249,000.00		\$270,031.50
Base Bid plus Bid Alternate 1:		\$348,000.00		\$314,898.75	