

AGENDA
MAPLE PLAIN CITY COUNCIL – REGULAR MEETING
MAPLE PLAIN CITY HALL
December 12, 2016
6:30 P.M.

1. **WELCOME**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **ADOPT AGENDA**
5. **CONSENT AGENDA**
 - A. Accounts Payable
 - B. November 28, 2016, City Council Regular Meeting Minutes
 - C. December 5, 2016, City Council Truth in Taxation Meeting Minutes
 - D. Budd Avenue Payment Request No. 3 to Ryan Contracting Co.
6. **ADMINISTRATIVE REPORTS**
 - A. West Hennepin Public Safety November Monthly Report
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 - A. Review Fire Relief Annual Increase Resolution 16-1212-01
 - B. Review 2017 City Budget Resolution 16-1212-02
 - C. Review 2017 Levy Increase Resolution 16-1212-03
 - D. Review 2017 City Fire Department Budget Resolution 16-1212-04
 - E. Review City-Owned Electronic Sign Policy Resolution 16-1212-05
 - F. Review Economic Development Downtown Redevelopment Contract Six Month Extension
 - G. Review Liquor License Applications
 - H. Review Tobacco License Applications
9. **COUNCIL REPORTS & OTHER BUSINESS**
 - A. Attitude of Gratitude
10. **VISITORS TO BE HEARD**
 - A. *Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the city administrator prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.*
11. **ADJOURNMENT**

CITY OF MAPLE PLAIN
Payments

12/09/16 2:01 PM
Page 1

Current Period: November 2016

Batch Name	12/09/16 PAY	User Dollar Amt	\$64,502.43		
	Payments	Computer Dollar Amt	\$64,502.43		
				\$0.00	In Balance
Refer	0 EMERGENCY COMMUNICATIONS				
Cash Payment	E 101-41500-352 General Public Informati	CodeRED			\$2,000.00
Invoice	ECN-025036	11/17/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$2,000.00
Refer	0 BELAYHOST				
Cash Payment	E 101-41500-309 EDP, Software and Desi				\$45.39
Invoice	32399	12/1/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$45.39
Refer	0 CHESWICK, CAROL				
Cash Payment	E 101-43000-331 Training & Travel	Elections			\$17.92
Invoice					
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$17.92
Refer	0 CAREFREE SERVICE INC				
Cash Payment	E 101-43100-311 Contract Service	Sweeping Service			\$3,493.50
Invoice	28732	11/18/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$3,493.50
Refer	0 CARSON & CLELLAND				
Cash Payment	E 101-41610-304 Legal Services	Civil			\$2,760.05
Invoice		11/29/2016			
Cash Payment	E 101-41610-304 Legal Services	Collision Corner			\$142.50
Invoice		11/29/2016			
Cash Payment	E 101-41610-304 Legal Services	Frontier			\$296.67
Invoice		11/29/2016			
Cash Payment	E 101-41610-304 Legal Services	Mediacom			\$1,466.25
Invoice		11/29/2016			
Cash Payment	E 101-41110-304 Legal Services	Criminal			\$1,383.17
Invoice		11/29/2016			
Cash Payment	E 101-42110-304 Legal Services	Vehicle Forfeiture			\$81.25
Invoice		11/29/2016			
Cash Payment	E 101-41610-304 Legal Services	Criminal Expenses			\$14.11
Invoice		11/29/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$6,144.00
Refer	0 CENTERPOINT ENERGY MINNEGA				
Cash Payment	E 601-49400-383 Gas Utilities				\$74.45
Invoice		11/29/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$74.45
Refer	0 DAVES MULCH STORE				
Cash Payment	E 101-45200-225 Landscaping Materials				\$32.00
Invoice	11261	11/16/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$32.00
Refer	0 ECM PUBLISHERS INC				
Cash Payment	E 101-41410-351 Legal Notices Publishing				\$26.99
Invoice		11/30/2016			

CITY OF MAPLE PLAIN

12/09/16 2:01 PM

Page 2

Payments

Current Period: November 2016

Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$26.99
Refer	0 GOPHER STATE ONE-CALL, INC.				
Cash Payment	E 101-43000-437 Miscellaneous				\$51.30
Invoice	6110543 11/30/2016				
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$51.30
Refer	0 HAWKINS INC.				
Cash Payment	E 601-49400-216 Chemicals & Chemical P				\$15.00
Invoice	3986652 RI 11/25/2016				
Cash Payment	E 601-49400-216 Chemicals & Chemical P				\$125.00
Invoice	3986811 RI 11/25/2016				
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$140.00
Refer	0 HENN COUNTY ACCTS RECEIVAB				
Cash Payment	E 101-42110-304 Legal Services				\$126.73
Invoice	1000083782 10/31/2016				
Cash Payment	E 101-42110-304 Legal Services				\$75.00
Invoice	1000083793 10/31/2016				
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$201.73
Refer	0 HENNEPIN COUNTY TREASURER				
Cash Payment	E 101-42110-304 Legal Services				\$2,115.75
Invoice	1000084585 12/21/2016				
Cash Payment	E 101-41410-437 Miscellaneous	Truth in Taxation			\$142.71
Invoice	11/30/2016				
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$2,258.46
Refer	0 MEDIACOM				
Cash Payment	E 601-49400-309 EDP, Software and Desi				\$89.48
Invoice	11/20/2016				
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$89.48
Refer	0 MN DEPT OF HEALTH				
Cash Payment	E 601-49400-438 Collected for Other Agen				\$985.00
Invoice	11/16/2016				
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$985.00
Refer	0 MINNESOTA SECRETARY OF STA				
Cash Payment	E 101-41110-433 Dues & Subscriptions	Notary Fee			\$120.00
Invoice					
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$120.00
Refer	0 TAYLOR RICHTER				
Cash Payment	E 101-41110-311 Contract Service	Parking			\$31.00
Invoice					
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$31.00
Refer	0 SAFETY TRAIN, INC				
Cash Payment	E 101-43000-331 Training & Travel				\$950.00
Invoice	11/11/2016				
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$950.00
Refer	0 STANTEC CONSULTING SRVCS IN				

CITY OF MAPLE PLAIN

12/09/16 2:01 PM

Page 3

Payments

Current Period: November 2016

Cash Payment	E 101-43000-303 Engineering Services				\$5,607.10
Invoice	1128578	11/23/2016			
Cash Payment	E 101-43000-303 Engineering Services				\$193.20
Invoice	1128579	11/23/2016			
Cash Payment	E 101-43000-303 Engineering Services				\$324.50
Invoice	1128580	11/23/2016			
Cash Payment	E 601-49400-303 Engineering Services				\$30.00
Invoice	1128581	11/23/2016			
Cash Payment	E 602-49450-303 Engineering Services				\$531.00
Invoice	1128582	11/23/2016			
Cash Payment	E 603-49455-303 Engineering Services				\$88.50
Invoice	1128583	11/23/2016			
Cash Payment	E 101-43000-303 Engineering Services				\$766.36
Invoice	1128596	11/23/2016			
Cash Payment	G 101-20212 Planned Unit Develop. Escro				\$1,397.42
Invoice	1128597	11/23/2016			
Cash Payment	E 451-49450-303 Engineering Services				\$26,370.71
Invoice	1128598	11/23/2016			
Cash Payment	E 451-49450-303 Engineering Services				\$5,388.84
Invoice	1128600	11/23/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$40,697.63
Refer	0 <i>TURTLEMAC & KEY PRINTING</i>				
Cash Payment	E 101-41500-352 General Public Informati				\$200.00
Invoice	21631	12/6/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$200.00
Refer	0 <i>TEAM LAB</i>				
Cash Payment	E 101-43100-221 Equipment Parts				\$676.00
Invoice	INV0004240	11/23/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$676.00
Refer	0 <i>WILLIAMSON, JEROME</i>				
Cash Payment	E 101-43000-437 Miscellaneous	Flag Maint.			\$307.00
Invoice	1050	11/22/2016			
Cash Payment	E 101-43000-437 Miscellaneous	Holiday Décor.			\$575.00
Invoice	2015	12/1/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$882.00
Refer	0 <i>XCEL ENERGY</i>				
Cash Payment	E 601-49400-381 Electric Utilities				\$2,528.17
Invoice	524918412	11/18/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$2,528.17
Refer	0 <i>CITY OF INDEPENDENCE</i>				
Cash Payment	E 801-42280-321 Telephone	Frontier			\$195.45
Invoice		12/12/2016			
Cash Payment	E 601-49400-321 Telephone	Frontier			\$195.45
Invoice		12/12/2016			
Cash Payment	E 101-43000-321 Telephone	Frontier			\$195.46
Invoice		12/12/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$586.36

CITY OF MAPLE PLAIN

12/09/16 2:01 PM

Page 4

Payments

Current Period: November 2016

Refer	0	<i>ANN RIEFF GARDEN DESIGN</i>	-		
Cash Payment	E 101-45200-225	Landscaping Materials	Wintergreens		\$203.00
Invoice	149827	12/1/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$203.00
Refer	0	<i>WES BENDICKSON</i>	-		
Cash Payment	E 101-42400-308	Building Inspection			\$280.00
Invoice		12/7/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$280.00
Refer	0	<i>EMBEDDED SYSTEMS, INC</i>	-		
Cash Payment	E 101-42500-319	Other Consulting Service	Siren		\$263.58
Invoice	34151	12/7/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$263.58
Refer	0	<i>RITWAY</i>	-		
Cash Payment	E 101-41500-201	Office Supplies			\$133.00
Invoice	16-85487	12/6/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$133.00
Refer	0	<i>SCOTTS LAWN CARE INC</i>	-		
Cash Payment	E 101-45200-530	Improvements Other Tha			\$1,188.00
Invoice	10861202	12/2/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$1,188.00
Refer	0	<i>UNITED FARMERS COOPERATION</i>	-		
Cash Payment	E 101-43000-211	Cleaning Supplies			\$203.47
Invoice		11/30/2016			
Transaction Date	12/9/2016	Bank of Maple Plain	10100	Total	\$203.47

Fund Summary

	10100	Bank of Maple Plain	
101 GENERAL FUND			\$27,885.38
451 CAPITAL IMPROVEMENT PROJECTS			\$31,759.55
601 WATER FUND			\$4,042.55
602 SEWER FUND			\$531.00
603 STORM WATER FUND			\$88.50
801 FIRE PARTNERSHIP FUND			\$195.45
			<u>\$64,502.43</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$64,502.43
Total	<u>\$64,502.43</u>

MINUTES
MAPLE PLAIN CITY COUNCIL – REGULAR MEETING
MAPLE PLAIN CITY HALL
November 28, 2016
6:30 P.M.

1. WELCOME

2. CALL TO ORDER

Present: Mayor Jerry Young, Councilmembers Mike DeLuca, Julie Maas-Kusske, Justin McCoy, and Dave Eisinger. Also present: City Administrator Robert Schoen, City Attorney John Thames, City Planner Mark Kaltsas, City Engineer Dan Boyum, and Director of Public Safety Gary Kroells.

3. PLEDGE OF ALLEGIANCE

4. ADOPT AGENDA

Motion by Councilmember Eisinger, seconded by Councilmember McCoy, to adopt the agenda as written. Motion passed, 5-0.

5. CONSENT AGENDA

- A. Accounts Payable
- B. November 14, 2016 Economic Development Authority Meeting Minutes
- C. November 14, 2016 City Council Minutes
- ~~D. Change to City Hall Hours~~
- E. Payment Request No. 2 – Budd Avenue Street Improvement Project

Motion by Councilmember McCoy to remove item “D” from the consent agenda and move item “D” to new business, seconded by Councilmember Maas-Kusske. Motion passed, 5-0.

Motion by Councilmember McCoy to adopt the consent agenda with changes, seconded by Councilmember Maas-Kusske. Motion passed. 5-0.

6. ADMINISTRATIVE REPORTS

A. City Engineer November Monthly Report

City Engineer Dan Boyum was present to give the City Engineer November Monthly Report. The report covered the following: Meadows of Maple Plain, Budd Ave. Improvements, Well No. 4, Heritage Museum, and other miscellaneous projects.

Motion by Councilmember McCoy to approve the City Engineer November Monthly Report, seconded by Councilmember DeLuca. Motion passed, 5-0.

B. City Planner November Monthly Report

City Planner Mark Kaltsas was present to give the City Planner November Monthly Report. The report covered the following: attendance to a variety of city meetings and

meetings with Total Auto Sales, the city's commercial developer, and Maple Terrace Apartments. Kaltsas also stated that much correspondence that has taken place regarding the above topics as well as a variety of others.

Mayor Young asked if the old schoolhouse property would be more appealing if the building was not there. Kaltsas stated he was not sure, and that there is most likely some value in the large building but cannot say for sure. Kaltsas also explained some of the difficulties of development Maple Plain's downtown area, including the small size of the lot and the setbacks.

Motion by Councilmember Maas-Kusske to approve the City Planner November Monthly Report, seconded by Councilmember Eisinger. Motion passed, 5-0.

C. West Hennepin October Monthly Report

Director Kroells was present to give the West Hennepin October Monthly Report. Kroells' report began with stating a total of 7,520 incident complaints have occurred; 2,648 in Maple Plain and 4,369 in Independence. The total number is an increase of 520 incidents since this time last year.

Kroells covered events such as reckless driving, a child stuck in playground equipment, drug paraphernalia possession, a stolen vehicle, property damage investigation, domestic disputes, and stolen property.

Motion by Councilmember Eisinger, seconded by Councilmember Maas-Kusske, to approve the West Hennepin October Monthly Report. Motion passed, 5-0.

Director Kroells also provided an update for the upcoming 36th Annual View Santa on Saturday, December 3rd. He stated that it was not in the local Maple Plain paper, but the issue was brought to the paper editor's attention. Mayor Young asked if it would be appropriate to use the emergency alert system. Kroells stated that he is not sure if he wants to over-provide information with the system. Councilmember Maas-Kusske stated additional means to advertise, such as flyers and social media. Kroells continued to state the amenities for the event. Councilmember Maas-Kusske clarified that the [Heritage] Museum is providing cookies and cider, and the [West Hennepin] Chamber is providing lights on the tree. Mayor Young stated the event is put on by them [West Hennepin] and the Chamber.

D. Public Works November Monthly Report

City Administrator Schoen was present to give the Public Works November Monthly Report. The report covered the following: compost site clean-up, preparing for snow/winter, update water treatment plant chemical feed lines, placed holiday ornaments, planted trees, prepared the hockey rink and warming house, and completed some pothole patching.

Mayor Young asked if someone was available to grind the product of the compost site. Schoen stated there is no one lined up yet, but staff is still pursuing that option. Schoen also stated that the compost site is scheduled to close the next Monday.

Mayor Young asked if any volunteers have been found to help out with the hockey rink. Schoen stated there are no volunteers at this point and they are still looking for people. Mayor Young asked who will be locking and unlocking the warming house. Schoen stated that has not been determined yet. Director Kroells stated that traditionally West Hennepin has locked it. Mayor Young stated that would be greatly appreciated if West Hennepin can continue doing that. Kroells stated that would be fine.

Motion by Councilmember Maas-Kusske to approve the Public Works November Monthly Report, seconded by Councilmember DeLuca. Motion passed, 5-0.

E. City Administration November Monthly Report

City Administrator Schoen was present to give the City Administration November Monthly Report. The report covered the following: 2016 General Election, attended various meetings, continuing work on Cable Franchise Agreements, communicating with residents regarding Budd Avenue project, working on an electronic sign policy, end of year reports, utility bill certifications, liquor licenses, and more.

Motion by Councilmember McCoy to approve the City Administration November Monthly Report, seconded by Councilmember DeLuca. Motion passed, 5-0.

7. OLD BUSINESS

8. PUBLIC HEARING

A. Budd Avenue Street Improvement Project Property Assessment Hearing

Mayor Young introduced the Budd Avenue Project Assessment Hearing. City Engineer Dan Boyum was present to provide information regarding the hearing. Boyum began with a power point presentation to cover a project update, project cost and distribution, special benefit analysis, interest rates, terms of assessment and proposed assessment roll, and questions from public.

Project Update

Utility and street improvements have been done on Budd Avenue from Independence Street to the Maple Plain Apartments, just North of Manchester Drive. In addition to these improvements, a sidewalk and street lights are also being installed. The project began September 2016 and is in the final stage of wrapping up for the season and will finish in the spring. The remaining items for the spring are the final lift of asphalt, striping, completing signage, and final restoration of land.

Project Cost and Distribution

The total project cost is \$1,177,900.00. The total cost comes from the following: utility improvements: \$291,270; Street and Storm Sewer Improvements: \$731,490; Sidewalk Improvements: \$89,170; and Street Light Improvements: \$65,970.

The costs plan to be distributed 35% and 65%, with the city paying 65% of the project costs. The Sanitary and water main costs are on a per parcel basis. 100% of the sanitary sewer and water main for future development were assessed. The street and storm sewer costs are on an adjusted front footage basis. The one City of

Independence property is assessed on 260 feet of rural section roadway. Lastly, the adjustments to street costs were made for sidewalk and street lighting.

Special Benefits Analysis

The City has been doing analysis on recent projects and the city uses information from the special benefits analysis for any assessment adjustment. This process includes an appraiser appraising some properties, contributing to any adjustments on the assessments roll.

Interest Rates, Terms of Assessment, and Proposed Assessment Roll

The interest rate is set at 3.8%. The terms of the assessment are 20 years, the owners can pay off the assessment within 30 days after this council meeting with no interest. The assessment amounts must be provided to the County on or before November 30, 2016. Staff will provide updates to the County by late December/early January of payments. The first payment by the owner is due in 2017.

Boyum continued his report by identifying the Proposed Assessment Rolls handout that the property owners also received. He made one correction to the chart, for the "Ad Lawns Property" amount. An adjustment was made on a special benefit analysis.

Boyum stated most of the properties went down from the original estimate.

Boyum opened up the meeting to public participation and questions.

Motion by Councilmember McCoy, seconded by Councilmember Maas-Kusske, to open the Budd Avenue Street Improvement Project Property Assessment Public Hearing. Motion passed, 5-0.

The first resident to speak at the public hearing was Wayne Marshall, of 1689 Budd Avenue. Marshall commented that the proposed assessment is excessive. All of the residents on that side of Budd are the poorest in the town. Marshall stated he experiences troubles affording his property taxes as is, and stated that he knows his neighbors experience the same burden. He stated that he knows there is not much recourse, but that he is familiar with some attorneys who would be able to assist him in this matter.

The second resident to speak at the public hearing was Caitlin Cahill of 1775 Budd Avenue. Cahill thanked the city for installing a pedestrian crosswalk, especially for the children who cross the street to get to the park from the apartments. Cahill stated she was there to appeal the amount because it will be a hardship for her. She stated that the legislature also believes the assessment to be too high. They [the legislature] say that, the special assessment "cannot exceed the special benefit which is measured by the increase in market value." My house value only went up \$8,000 this year. That was not according only to these improvements, but also to school performance and other neighborhood factors. The \$14,000 assessment is considered unconstitutional by law. Additionally, the construction has caused a significant financial burden on me. I rely on my income from an online store, I was not able to ship or receive significant amounts of product. Even though I shipped out the day my driveway opened, I still did not make Black Friday and have lost significant income. While I thank you for some of the improvements, I do not think they are worth the \$14,000 assessment.

The third resident to speak at the public hearing was Marcy Fahrman of 1617 Budd Avenue. She stated she is unhappy with the hump at the end of her driveway. It used to be level and now the road is also too narrow for all of the activities that use it.

Motion by Councilmember McCoy to close the Budd Avenue Street Improvement Project Property Assessment Public Hearing, seconded by Councilmember Eisinger. Motion passed, 5-0.

Councilmember Eisinger asked a question to Boyum; if we have additional information regarding the appraisals. Boyum stated that yes, the appraiser provided a summary of the appraisals, and Boyum also reviewed other information regarding the last road project to make the most accurate assessment possible. Boyum continued to state that the appraiser told him that the very small lots should be not assessed more than \$10,000. The assessment roll reflects the information.

Councilmember Maas-Kusske asked for comments regarding Cahill's remarks. Councilmember Eisinger stated that he believes Cahill received the county's appraisal, but the road was not yet completed and did not reflect the change in value due to the improvements. Schoen stated he is not aware if that was the case. Boyum stated that the county makes spot checks on certain properties within cities while they are quantifying a property's market value. Boyum also stated that when a project is done in the fall, it is usually not known to the county is has been done.

Councilmember Eisinger followed up by asking if the appraiser had anything to say about increased property value of more than \$14,000. Boyum stated that the appraiser's general feedback was that the upper limit of this lot size's increase in value is \$15,000 or so. After new sewer, new water, and a new street, the property value will increase. That was our spot-check was that if these assessments were over \$10,000 for a small property or over \$15,000 for the midsize property, then we knew it was too high and we would make an adjustment.

Mayor Young asked if that come spring time, all of the residents would see the increased property value of those amounts. Boyum stated that he was not sure historically if the county assessor goes an exactly matches the true benefit of the improvements. Over time, the improvements are reflected in selling. The amounts are not necessarily reflected by the county assessor.

Mayor Young asked Councilmember Eisinger if his property value went up after his street was recently done here in Maple Plain. Councilmember Eisinger stated that he did not see the property value go up, but what he could get for it increased. Eisinger asked how big Cahill's home was. Cahill stated about 800 square feet.

Councilmember McCoy stated that he knows Cahill is correct on the legislation she brought up. The assessment cannot be more than the value added to the property. McCoy continued to ask if there is a way to know for sure whether or not the county did these spot-checks on these properties or not to include the improvement. Secondly, when West Main Street was done, there was a cap set. Does the assessor have a new cap for us? Lastly, McCoy asked for further clarification on how exactly the amount per footage and amount per water hookup was calculated.

Boyum stated he can answer question three. Boyum began by stating the cost per parcel can be given individually to owners in a more detailed breakdown. But overall, it is \$113,300 for the sanitary sewer cost. It is divided by 15 parcels. A cost per parcel is \$7,553.33. So we take 35% of that to get the \$2,643.67 each. Then the \$148,805 divided by 15 properties again is \$3,472.12 for water. Add those two together to get the sewer and water assessment. There were two properties that paid for their eight inch sewer stub and six inch water main stub, and those are included in those two totals seen. The street costs were \$886,629, and subtracted out the street lighting cost and the sidewalk, to come up with the \$731,490. There is some talk that there might be a possible speed sign, and that potential cost has been subtracted out also. In general, divided by the feet of frontage, and also to mention the property is different in Independence seeing as it is in a different city.

Councilmember McCoy asked what the cost was per foot. Considering the 35% paid by the property owners equates to \$106.47 per foot. We do that, and we got down to the church property where the building was on, and the appraiser set a set value in which the city followed of \$45,000. We had originally stated that some properties higher than what they were, but we changed it based on the feedback of the appraiser.

Councilmember DeLuca stated to Boyum that he thought that was a formula; water, sewer, and street, at 35%. DeLuca stated he was having a hard time reconciling 1665 Budd Avenue's amount of a property of 75 adjusted feet and then make way to 1775 with 75 feet, with two different numbers for assessment. Boyum stated the big difference with 1665 is that they get their sewer and water from Independence. That is the main difference on their property from others.

Mayor Young asked why sewer and water infrastructure would matter in the calculation of the assessment. Boyum stated that the property is calculated differently because the property would only be assessed for sewer and water infrastructure if the City of Independence put new infrastructure in. It is the same process for the Main/Rainbow project that if a corner house received service from a street that is not being reconstructed, they do not receive the sewer and water assessment. That is similar to the feasibility report as well.

Councilmember McCoy asked if most of the houses on the West Main project were around the same amount to be assessed, approximately \$8,000-\$9,000 per parcel. Boyum stated that some of the corner lots may have had the smaller assessment. Councilmember McCoy stated that the reason he asks is because he believes that the numbers are higher than he remembers talking about. Mayor Young agreed. Boyum stated that he is seeing \$10,000 or \$11,000, or \$14,000 for Main and Rainbow. That project had many more properties to spread the cost compared to Budd Avenue. Also, the amounts are less than what was talked about in March, as seen on the power point. This includes the bids coming in less and saving some money. I hear what the homeowners and council is saying, and adjustments can be made to the roll which is what is being discussed here tonight.

Councilmember McCoy said that if two properties with water and sewer from Budd, divide that from the frontage, they should have the same number. Boyum stated that if two properties were of the same length, then they should be very similar. Councilmember McCoy stated that he attempted to reconcile two similar properties and

could not get the numbers to work. One property was 1709 Budd which was \$196 per frontage foot and 1775 Budd was \$188 per frontage foot. McCoy stated he is trying to figure out the discrepancy. Boyum stated that 1709 has a sewer assessment of \$643.67 and a water assessment of \$3472.12 and a street assessment of \$7,270.19. This totals to \$13,355.97. 1775 has the same water and sewer assessment, but because that property has slightly more footage, the assessment is approximately \$700 or so more; which totals her assessment of \$14,001.

Councilmember DeLuca asked Boyum if he had any reason to believe the assessor and the information you have, will not support an increase in value as constitutional requirement. Based on what the appraiser told staff, Boyum is comfortable with the numbers. He is comfortable, too, after discussion with staff and the city attorney, as well as the appraiser. The appraiser also stated the 35% covered by the residents seems to work well. Boyum offered conversation on lowering that percent owed.

Mayor Young stated that he believed Councilmember DeLuca was asking if the home value will go up to support the assessment. Boyum stated as a city engineer and not an appraiser, he cannot make claims to that.

Councilmember McCoy stated he doesn't believe Council can make a decision until they have the appraisal information. Councilmember Maas-Kusske asked if the appraiser can come out to look at all of the properties and is not comfortable approving the assessments. Mayor Young stated he cannot be comfortable to accept the assessments as is.

Councilmember DeLuca asked for a formula to be written out to easily understand the assessments. DeLuca also stated that the assessor should provide written information stating that the homeowners will receive equal or more market value than the assessment amount.

Councilmember Maas-Kusske stated that precedent has been set with the 35% amount paid by homeowners. But if the facts show that that should be different, then we may need to reevaluate.

Mayor Young asked if it would be too late to submit this if the information were to come in front of council at the next meeting. City Administrator Schoen stated that it would be too late, and that it is calculated that if the city did not assess until the following year, the city would have to float \$16,400. Councilmember DeLuca asked why that amount has to be submitted to the county, and clarified when the cutoff date is to submit a plan for payment. Schoen stated that it is November 30. Councilmember Maas-Kusske stated there would not be enough time to get all of the information to make an informed decision. Councilmember Eisinger stated that he thought the appraiser did provide some information. City Attorney John Thames addressed the matter by stating that the precedent the established is correct, and that council is here to determine that the special benefit will be equal to or outweigh the assessed value on the property. Thames continued to state that the appraiser works with the city engineer to appraise a few properties, but not all properties, to get a good cross section of properties that the city provides, which has been done. From there, the formula is created to develop an overall picture to show how the properties fit the standard. So, it is unknown if the appraiser being here will remedy the question. I understand that individuals come and raise

individual questions about their own property, but no city doing a project like this will have every single property appraised. That would cost an astronomical amount of money for the city. What you are dealing with is a cross section the best we can; what staff actually did was added an additional property so that we could check the numbers. So, if the questions pertain to the formula, then I am not sure. Mayor Young stated that the question does not pertain to the formula, but rather if the road improvement will improve the value of the home more than the assessment. There are too many variables to approve and move on.

Councilmember DeLuca asked which properties were appraised. Councilmember Maas-Kusske asked how many properties were appraised. Boyum stated initially three properties were appraised, which were 1715 Budd, 1875 Budd, 1815 Budd. Schoen stated that staff then went back to look at 1741 Budd as well. DeLuca stated that only one residential home was used. Schoen stated that is correct because we need to understand the variety of properties on the street. Councilmember Maas-Kusske asked if that was a fair analysis with one residential property only. Councilmember DeLuca asked what the appraisal showed for the one residential property. Boyum stated that the appraisal was a max of \$10,000. This was based on the appraiser's review of the various issues he looks through. We took three properties on the Main and Rainbow project, and added an additional like this project. Councilmember Maas-Kusske stated that she does not think that is a fair sampling. Boyum stated that the appraiser's summary report, that the properties that are not 30 to 33 feet in front footage, he assumed that the assessment should not exceed \$15,000. Staff can gather more feedback and provide that.

Mayor Young stated there are only two days to get the information. Councilmember Eisinger asked for more clarification on the options, and stated that Council may ratify the 35% and have another hearing with the more correct information and drop it at that time if necessary. Boyum stated that in the previous road project in 2014, there was a final MCS credit that was given, and notices were provided to everyone in December. The notices stated that based on what was approved at the previous council meeting, that the amount of the assessment would be decreasing based on the credits given. At that time the city was able to work that out with the county. The city fulfills the assessment rollout, but some people may pay prior to the year, and the county will check back. Councilmember Eisinger stated if nothing can be done, then the city will pay the \$16,000 which would be a lot of money. Councilmember McCoy asked if the city would recover that money. Schoen stated that yes; the city would recover than money, just at a one year delay.

Councilmember McCoy stated that many projects have been, ranging from 20% - 35%. The previous project was 70 or more homes. This project is only 8 or so homes. Councilmember McCoy wants to see what different percentages of amounts paid by the property owners to get a bigger picture and make a better decision.

Motion by Councilmember DeLuca to table the Budd Avenue Street Improvement Project Assessment Certification Resolution 16-1128-01 for a future meeting, seconded by Councilmember Maas-Kusske. Motion passed, 5-0.

Schoen asked Council for the number of appraisals they wish to see when additional information is provided. Mayor Young stated all of the properties.

B. Utility Bill Delinquency Assessment Hearing

Schoen introduced the Utility Bill Delinquency Assessment Hearing. The properties listed on the list have not paid their water bill previous to July 31st and have had overdue accounts since. The city has typically assessed twice a year.

Motion by Councilmember McCoy to open the Utility Bill Delinquency Assessment Public Hearing, seconded by Councilmember Maas-Kusske. Motion passed, 5-0.

No residents were present to speak in regards to the Utility Bill Delinquency Assessment Hearing.

Motion by Councilmember Eisinger to close the Utility Bill Delinquency Assessment Public Hearing, seconded by Councilmember DeLuca. Motion passed, 5-0.

9. NEW BUSINESS

A. Adopt Resolution 16-1128-01 Budd Avenue Street Improvement Project Assessment Certification

Resolution 16-1118-01 tabled for a future meeting.

B. Adopt Resolution 16-1128-02 Utility Bill Delinquency Assessment Certification

Motion by Councilmember McCoy, seconded by Councilmember Maas-Kusske, to approve Resolution 16-1128-02 Utility Bill Delinquency Assessment Certification. Motion passed, 5-0.

Councilmember DeLuca made comment that many of the people on the delinquency list were also on the list last year. Councilmember DeLuca recommends writing a letter to inform the residents of their obligation to pay their water bill, and the right of the city to shut water off and turn it back on after payment. Mayor Young stated there is a resolution that has passed allowing water shut off. Councilmember DeLuca stated that it is not so much a threat, but let the residents know that it can happen. Mayor Young stated that water should be shut off sooner than the six month assessment certification process. Councilmember DeLuca stated that this is \$37,000 that the city is financing to people. The city is not in the bank business, but in the business of providing water and sewer.

C. Change to City Hall Hours

Schoen was present to provide information regarding a change to city hall hours of the following:

Monday: 7:30am – 6:30pm
Tuesday – Thursday: 7:30am – 4:30pm
Friday: 8:00am – 12:00pm

Schoen stated this would allow city hall to be open an additional two hours, and provide more service hours for those who have daytime jobs and cannot make it to city hall during our current hours. Councilmember McCoy asked for it to be pulled so that the new city council may make the new decision to avoid city hall hours changing back in forth in case new members disagree with the change.

Motion by Councilmember DeLuca to table the change to city hall hours to January after the new councilmembers begin, seconded by Councilmember Eisinger. Motion passed, 5-0.

10. COUNCIL REPORTS & OTHER BUSINESS

A. Attitude of Gratitude

1. First Presbyterian Church of Maple Plain

Councilmember Eisinger presented the Attitude of Gratitude for First Presbyterian Church of Maple Plain for their community service for painting the pavilion at Rainbow Park.

2. Lyndale Lutheran Church

3. Councilmember DeLuca presented the Attitude of Gratitude for Lyndale Lutheran Church for their community service of clean-day at Rainbow Park.

4. Paul Stinson and the American Legion

Councilmember Maas-Kusske presented the Attitude of Gratitude for Paul Stinson and the American Legion for their community service in the flag retirement ceremony at the Maple Plain Fire Department Open House.

5. Maple Plain Days Committee

Councilmember McCoy presented the Attitude of Gratitude for the Maple Plain Days Committee for their community service in commitment, planning, and dedication to the event.

Councilmember Maas-Kusske provided a council report which stated that the Maple Plain Days Committee is hosting a meeting on Thursday, December 1, 2016, at 7:00pm, which is looking at the future of Maple Plain Days in 2017, and the committee is in need of volunteers and those hoping to serve on the committee. Please reach out even if you are not able to make the meeting.

11. VISITORS TO BE HEARD

Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the city administrator prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.

12. ADJOURNMENT

Motion by Councilmember DeLuca, seconded by Councilmember McCoy, to adjourn the meeting. Motion passed, 5-0.

**MINUTES
MAPLE PLAIN CITY COUNCIL
TRUTH IN TAXATION
MAPLE PLAIN CITY HALL
December 5, 2016
6:30 P.M.**

1. WELCOME

2. CALL TO ORDER

Present: Mayor Jerry Young, Councilmembers Mike DeLuca, Justin McCoy, Julie Maas-Kusske, and Dave Eisinger. Also Present: City Administrator Robert Schoen.

3. PLEDGE OF ALLEGIANCE

4. ADOPT AGENDA

Motion by Councilmember McCoy, seconded by Councilmember Eisinger, to adopt the agenda as written. Motion passed, 5-0.

5. TRUTH IN TAXATION PUBLIC HEARING

City Administrator Schoen was present to provide background on the Truth in Taxation Public Hearing. Schoen stated the following in his presentation:

2016 Predictions

- Hennepin County Assessor's have an average increase of 6% on the market value for Maple Plain homes.
- Hennepin County Assessor estimates 95.8% of industrial and commercial properties will experience a decrease in City taxes.
- 44.12% of Single Family Dwellings will see an increase of \$0.01 to \$150.00
- 26.26% of Single Family Dwellings will see a decrease in next years taxes.
- 27.73% of Single Family Dwellings will see an increase of \$150.01 to \$300.00

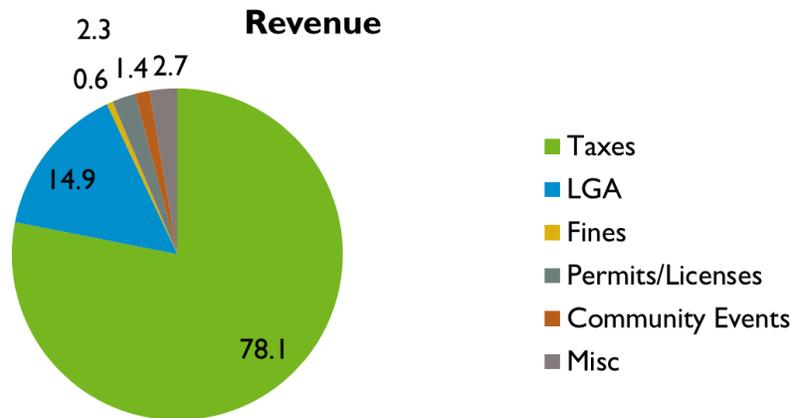
Taxes for Different Governmental Entities

- Hennepin County
- City of Maple Plain
- Orono School District
- Metropolitan Council
- Metropolitan Mosquitoes
- Metropolitan Transit
- Three Rivers Park District
- Hennepin County HRA
- Watershed (Pioneer Sarah Creek / Minnehaha Creek)

Budget vs. Levy

Year	Budget	Levy
2017	\$1,685,775(0.005% ▲)	\$1,487,034(1.42% ▲)
2016	\$1,677,138(0.005% ▼)	\$1,466,223(3.47% ▲)
2015	\$1,685,581(1.9% ▲)	\$1,415,305(7.26% ▲)
2014	\$1,634,400 (0.9% ▼)	\$1,319,448 (3.37% ▲)
2013	\$1,643,456 (1.9% ▲)	\$1,276,384 (2.5% ▲)
2012	\$1,612,262 (0.7% ▲)	\$1,245,190 (5.132% ▲)
2011	\$1,601,335 (1.8% ▲)	\$1,184,406 (0.029% ▲)
2010	\$1,572,733 (10.3% ▼)	\$1,184,059 (2.3% ▼)
2009	\$1,753,715 (3.8% ▲)	\$1,212,133 (3.4% ▲)

Revenue Breakdown



General Fund

- In 2016 the General Fund was \$1,295,985
- 2017 Proposed General Fund is \$1,262,532
- The 2017 General Fund is decreasing by \$33,453 or (2.58%)

Budget Overview

- Proposed Budget \$1,685,775
- Proposed Tax Levy \$1,487,034
- Total Debt Service \$197,502

Strategies and Struggles

- Property Values have increased
- Uncertainty with state aid programs
 - Total estimated aid lost since 2008: more than \$400,000
- Focus on maintaining services & doing more with same
- Our five year budget allows us to plan for the future

Motion by Councilmember DeLuca, seconded by Councilmember Maas-Kusske, to open the Truth in Taxation Public Hearing at 6:41pm. Motion passed, 5-0.

No residents were present to make comment regarding the Truth in Taxation Public Hearing.

Motion by Councilmember Eisinger, seconded by Councilmember DeLuca, to close the Truth in Taxation Public Hearing at 6:42pm. Motion passed, 5-0.

6. VISITORS TO BE HEARD

Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the city administrator prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.

7. ADJOURNMENT

Motion by Councilmember Eisinger, seconded by Councilmember Maas-Kusske, to adjourn the meeting. Motion passed, 5-0.



Agenda Information Memorandum
December 12, 2016 - Maple Plain City Council

5. CONSENT AGENDA

D. Payment Request No. 3 – BUDD AVENUE UTILITY & STREET IMPROVEMENTS

ACTION TO BE CONSIDERED

To approve Payment Request No. 3 in the amount of \$57,091.72 to Ryan Contracting Co.

FACTS

- Construction on the project started in September, 2016.
- The payment request reflects work completed up to December 2, 2016.
- Street and restoration work is completed for the season.
- There have been a few items the contractor addressed prior to winter.

ATTACHMENTS

Attached on following page(s) - Payment Request No. 3



Owner: City of Maple Plain, P. O. Box 97, Maple Plain, MN 55359	Date: December 7, 2016
For Period: 11/17/2016 to 12/2/2016	Request No: 3
Contractor: Ryan Contracting Co., 26480 France Ave., P. O. Box 246, Elko New Market, MN 55020	

CONTRACTOR'S REQUEST FOR PAYMENT
 BUDD AVENUE STREET AND UTILITY IMPROVEMENTS
 STANTEC PROJECT NO. 193803417

SUMMARY

1	Original Contract Amount		\$	885,269.10
2	Change Order - Addition	\$ 24,500.00		
3	Change Order - Deduction	\$ 0.00		
4	Revised Contract Amount		\$	909,769.10
5	Value Completed to Date		\$	795,442.83
6	Material on Hand		\$	0.00
7	Amount Earned		\$	795,442.83
8	Less Retainage 5%		\$	39,772.14
9	Subtotal		\$	755,670.69
10	Less Amount Paid Previously		\$	698,578.97
11	Liquidated damages -		\$	0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>3</u>		\$	<u>57,091.72</u>

Recommended for Approval by:
STANTEC

Dan D. Bergman

Approved by Contractor:
RYAN CONTRACTING CO.

[Signature]

Approved by Owner:
CITY OF MAPLE PLAIN

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
ALTERNATE 2A - STREET IMPROVEMENTS							
135	MOBILIZATION	LS	1	30000.00	0.15	0.9	\$27,000.00
136	TRAFFIC CONTROL	LS	1	7500.00	0.4	0.9	\$6,750.00
137	TEMPORARY MAILBOX	LS	1	2500.00		1	\$2,500.00
138	TEMPORARY CONSTRUCTION ENTRANCE	EA	3	200.00			\$0.00
139	STREET SWEEPER (WITH PICK UP BROOM AND OPERATOR)	HR	10	135.00		5	\$675.00
140	BOBCAT (WITH OPERATOR)	HR	10	80.00		8	\$640.00
141	CLEAR & GRUB	TREE	8	600.00		10	\$6,000.00
142	BRUSH REMOVAL	LS	1	2000.00		1	\$2,000.00
143	TREE TRIMMING	HR	4	300.00		4	\$1,200.00
144	REMOVE WOODEN POST	EA	3	50.00		3	\$150.00
145	SALVAGE AND REINSTALL FENCE, SPLIT RAIL	LF	100	20.00		50	\$1,000.00
146	SALVAGE AND REINSTALL SIGN	EA	1	250.00	1	1	\$250.00
147	SAWING BITUMINOUS PAVEMENT	LF	300	4.00		200	\$800.00
148	SAWING BITUMINOUS DRIVEWAY	LF	280	5.00		180	\$900.00
149	REMOVE BITUMINOUS PAVEMENT	SY	4560	3.50		4300	\$15,050.00
150	REMOVE BITUMINOUS DRIVEWAY	SY	780	5.00		700	\$3,500.00
151	REMOVE BITUMINOUS TRAIL	SY	60	5.00		60	\$300.00
152	REMOVE CONCRETE SIDEWALK	SF	150	1.00		96	\$96.00
153	REMOVE CONCRETE CURB & GUTTER	LF	260	4.00		260	\$1,040.00
154	REMOVE SIGN	EA	3	100.00		3	\$300.00
155	REMOVE SANITARY SEWER PIPE	LF	900	3.00		900	\$2,700.00
156	ABANDON SANITARY SEWER PIPE	LF	450	6.00		200	\$1,200.00
157	REMOVE WATERMAIN PIPE	LF	225	6.00		225	\$1,350.00
158	ABANDON WATERMAIN PIPE	LF	1350	6.00		1000	\$6,000.00
159	REMOVE SANITARY MANHOLE	EA	5	500.00		6	\$3,000.00
160	ABANDON SANITARY MANHOLE	EA	1	700.00			\$0.00
161	REMOVE STORM SEWER MANHOLE OR CATCHBASIN	EA	7	400.00		7	\$2,800.00
162	REMOVE STORM SEWER PIPE	LF	1100	8.00		1100	\$8,800.00
163	REMOVE HYDRANT	EA	3	300.00		3	\$900.00
164	SALVAGE HYDRANT	EA	1	400.00		1	\$400.00
165	ADJUST GATE VALVE BOX	EA	6	350.00			\$0.00
166	ADJUST FRAME AND RING CASTING	EA	11	400.00			\$0.00
167	FURNISH AND INSTALL NEW FRAME AND RING CASTING IN STREET	EA	2	700.00			\$0.00
168	FURNISH AND INSTALL NEW CASTING FOR CURB BOX IN DRIVEWAY	EA	4	300.00		2	\$600.00
169	DITCH GRADING	LF	200	12.00		200	\$2,400.00
170	COMMON EXCAVATION (P)	CY	4450	15.00		4450	\$66,750.00
171	SUBGRADE EXCAVATION (EV)	CY	500	12.00		450	\$5,400.00
172	SELECT GRANULAR BORROW	CY	2425	18.00		2284.45	\$41,120.10
173	COMMON TOPSOIL BORROW (LV)	CY	775	25.00	437.7	437.7	\$10,942.50
174	GEOTEXTILE FABRIC, TYPE V NON-WOVEN	SY	5770	1.50		5030	\$7,545.00
175	AGGREGATE BASE, CLASS 5, 100% CRUSHED	TN	2950	15.00		2422.84	\$36,342.60
176	TYPE SP 9.5 WEARING COURSE (2,B)	TN	420	64.62			\$0.00
177	TYPE SP 12.5 NON-WEARING COURSE (2,B)	TN	560	58.92		500.98	\$29,517.74
178	TYPE SP 9.5 WEARING COURSE (2,B) 3.0" THICK (DRIVEWAY REPAIR)	SY	530	23.05	86.77	374.77	\$8,638.45
179	BITUMINOUS WEDGE FOR PLOW PROTECTION	TN	10	114.00		33.46	\$3,814.44
180	BITUMINOUS MATERIAL FOR TACK COAT	GAL	245	2.60		20	\$52.00
181	AGGREGATE BASE, CLASS 2, 100% CRUSHED	TN	150	45.00	205.34	205.34	\$9,240.30
182	AGGREGATE MATERIAL FOR ACCESS	CY	400	20.00			\$0.00
183	CONNECT EXISTING DRAINTILE TO STRUCTURE	EA	4	250.00		4	\$1,000.00
184	4" PERFORATED POLYETHYLENE PIPE	LF	2750	6.00		2450	\$14,700.00
185	4" PERFORATED PVC DRAIN TILE, SDR 26	LF	175	10.00		175	\$1,750.00
186	4" PVC SUMP PIPE STUB INCLUDING WYE AND CAP	EA	10	200.00		8	\$1,600.00
187	POTHOLE EXISTING UTILITY	EA	4	300.00		5.29	\$1,587.00
188	SURMOUNTABLE CONCRETE CURB AND GUTTER	LF	2300	12.00		2248	\$26,976.00
189	6" CONCRETE DRIVEWAY APRON	SF	1825	6.00		1075	\$6,450.00

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
190	4" CONCRETE SIDEWALK	SF	8100	5.00		7675	\$38,375.00
191	CONCRETE PEDESTRIAN CURB RAMP	SF	300	8.00		314	\$2,512.00
192	TRUNCATED DOME SURFACE	SF	74	40.00		84	\$3,360.00
193	SIGN PANEL, TYPE C	SF	92	45.00	92	92	\$4,140.00
194	INSTALL STREET NAME SIGN	EA	2	300.00	2	2	\$600.00
195	PROTECTION OF CATCHBASIN	EA	15	100.00		5	\$500.00
196	SILT FENCE, MACHINE SLICED	LF	1250	1.00		1000	\$1,000.00
197	ROCK DITCH CHECK	EA	5	250.00			\$0.00
198	FILTER LOG	LF	200	3.00		100	\$300.00
199	WATER FOR DUST CONTROL	MGAL	15	30.00			\$0.00
200	5' HIGH CONIFEROUS TREE B&B	EA	3	300.00			\$0.00
201	DECIDUOUS TREE 2.5" CAL. B&B	EA	3	450.00			\$0.00
202	SODDING, LAWN TYPE	SY	5500	4.55	4472	4472	\$20,347.60
203	SHRUB	EA	10	50.00			\$0.00
204	SEEDING	AC	0.5	2000.00			\$0.00
205	SEED MIXTURE TYPE 25-151	LB	60	5.00			\$0.00
206	SEED MIXTURE TYPE 33-262	LB	20	5.00			\$0.00
207	WATER FOR TURF ESTABLISHMENT	MGAL	10	80.00			\$0.00
208	FERTILIZER, TYPE 3	LB	200	1.00			\$0.00
209	EROSION CONTROL BLANKETS, CATEGORY 1	SY	100	2.00			\$0.00
210	EROSION CONTROL BLANKETS, CATEGORY 3	SY	600	2.50	565	565	\$1,412.50
211	LANDSCAPE RESTORATION	LS	1	10000.00			\$0.00
212	HERBICIDE	AC	0.5	1000.00			\$0.00
213	4" WHITE STRIPING (PAINT)	LF	300	1.50			\$0.00
214	4" DOUBLE YELLOW STRIPING (PAINT)	LF	250	3.00			\$0.00
215	PAVEMENT MESSAGE, ARROW (EPOXY)	EA	2	160.00			\$0.00
216	ZEBRA WALK (EPOXY)	SF	240	4.90			\$0.00
TOTAL ALTERNATE 2A - STREET IMPROVEMENTS							\$446,274.23
ALTERNATE 2B - SANITARY SEWER IMPROVEMENTS							
217	BYPASS PUMPING	LS	1	1.00		1	\$1.00
218	CONNECT TO EXISTING SANITARY SEWER STRUCTURE, CORE DRILL	EA	1	2500.00		1	\$2,500.00
219	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	1	2000.00		1	\$2,000.00
220	4' DIAMETER SANITARY MH, INCL R-1642-B CSTG AND CONC ADJ RINGS	EA	4	2800.00		4	\$11,200.00
221	4' DIAMETER SANITARY MANHOLE OVERDEPTH	LF	4	125.00		4	\$500.00
222	EXTERNAL SEAL SYSTEM	EA	5	300.00	5	5	\$1,500.00
223	8" PVC SANITARY SEWER, SDR 35	LF	75	37.00		75	\$2,775.00
224	10" PVC SANITARY SEWER, SDR 35	LF	1338	38.00		1338	\$50,844.00
225	10" X 4" SEWER WYE	EA	6	300.00		4	\$1,200.00
226	10" X 6" SEWER WYE	EA	6	350.00		8	\$2,800.00
227	8" PLUG	EA	2	200.00		2	\$400.00
228	IMPROVED PIPE FOUNDATION, PER 6" INCREMENT	LF	400	2.00		400	\$800.00
229	TELEWISE SANITARY SEWER	LF	1413	2.00			\$0.00
230	RECONNECT SANITARY SEWER SERVICE	EA	12	200.00		11	\$2,200.00
231	CLEANOUT	EA	4	300.00			\$0.00
232	4" PVC, SCH. 40 SERVICE PIPE	LF	225	20.00		184	\$3,680.00
233	6" PVC, SCH. 40 SERVICE PIPE	LF	225	22.00		369	\$8,118.00
TOTAL ALTERNATE 2B - SANITARY SEWER IMPROVEMENTS							\$90,518.00
ALTERNATE 2C - WATERMAIN IMPROVEMENTS							
234	TEMPORARY WATER MAIN	LS	1	5000.00		1	\$5,000.00
235	CONNECT TO EXISTING WATER MAIN	EA	6	1000.00		7	\$7,000.00
236	HYDRANT	EA	3	3600.00		4	\$14,400.00
237	6" GATE VALVE & BOX	EA	6	1700.00		9	\$15,300.00
238	8" GATE VALVE & BOX	EA	8	2000.00		8	\$16,000.00
239	6" PVC WATER MAIN, C900	LF	180	29.00		202	\$5,858.00
240	8" PVC WATER MAIN, C900	LF	1600	30.00		1600	\$48,000.00
241	INSULATION 4" THICK	SY	25	30.00		12	\$360.00
		23					

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
242	DUCTILE IRON FITTINGS	LB	1500	5.00		1420	\$7,100.00
243	IMPROVED PIPE FOUNDATION, PER 6" INCREMENT	LF	400	0.01		400	\$4.00
244	CONNECT TO EXISTING WATER SERVICE	EA	14	250.00		11	\$2,750.00
245	1" TYPE "K" COPPER WATER SERVICE	LF	625	20.00		523.8	\$10,476.00
246	1" CURB STOP AND BOX	EA	13	300.00		10	\$3,000.00
247	1" CORPORATION STOP WITH SERVICE SADDLE	EA	13	250.00		10	\$2,500.00
TOTAL ALTERNATE 2C - WATERMAIN IMPROVEMENTS							\$137,748.00

ALTERNATE 2D - STORM SEWER IMPROVEMENTS

248	BULKHEAD STORM SEWER PIPE	EA	2	200.00		2	\$400.00
249	CONNECT TO EXISTING STORM SEWER PIPE	EA	2	1000.00		2	\$2,000.00
250	12" PVC STORM SEWER PIPE, SDR 35	LF	59	38.00		59	\$2,242.00
251	12" RCP STORM SEWER, CLASS 5	LF	89	40.00		89	\$3,560.00
252	15" RCP STORM SEWER, CLASS 5	LF	706	42.00		706	\$29,652.00
253	18" RCP STORM SEWER, CLASS 5	LF	32	45.00		32	\$1,440.00
254	24" EQUIVALENT ARCH RCP STORM SEWER(29" SPAN), CI	LF	61	75.00		61	\$4,575.00
255	27" RCP STORM SEWER, CLASS 3	LF	46	60.00		46	\$2,760.00
256	30" EQUIVALENT ARCH RCP STORM SEWER(36" SPAN), CLASS 3	LF	50	95.00		50	\$4,750.00
257	27" RC FLARED END SECTION, INCLUDING TRASH GUARD	EA	1	1800.00		1	\$1,800.00
258	30" EQUIVALENT ARCH RC FLARED END SECTION, INCLUDING TRASH GUARD	EA	2	2000.00		2	\$4,000.00
259	30" HDPE CORRUGATED STORM PIPE	LF	28	55.00		28	\$1,540.00
260	30" METAL FLARED END SECTION, INCLUDING TRASH GUARD	EA	2	750.00		2	\$1,500.00
261	27" DIA STORM SEWER CBMH, INCL R-4342 CSTG AND CONC ADJ RINGS	EA	2	2000.00		2	\$4,000.00
262	2' X 3' CB, INCL R-3067 CSTG AND CONC ADJ RINGS	EA	2	2200.00		2	\$4,400.00
263	4' DIA STORM SEWER CBMH, INCL R-3067 CSTG AND CONC ADJ RINGS	EA	6	2400.00		6	\$14,400.00
264	4' DIA STORM SEWER MH, INCL R-4342 CSTG AND CONC	EA	1	2400.00		1	\$2,400.00
265	5' DIA STORM SEWER CBMH, INCL R-1642 CSTG AND CONC ADJ RINGS	EA	1	3200.00		1	\$3,200.00
266	5' DIA STORM SEWER CBMH, INCL R-3067 CSTG AND CONC ADJ RINGS	EA	2	3300.00		2	\$6,600.00
267	6' DIA STORM SEWER CBMH, INCL R-3067 CSTG AND CONC ADJ RINGS	EA	1	4500.00		1	\$4,500.00
268	RANDOM RIP RAP, CLASS 3	CY	25	60.00	36.06	48.06	\$2,883.60
TOTAL ALTERNATE 2D - STORM SEWER IMPROVEMENTS							\$102,602.60

CHANGE ORDER NO. 1

1	REMOVE & DISPOSE EXISTING DUCTWORK FROM INDEPENDENCE TO STATION 11+50	LF	1050	22.00		800	\$17,600.00
2	BULKHEAD DUCT	EA	4	350.00		2	\$700.00
TOTAL CHANGE ORDER NO. 1							\$18,300.00

TOTAL ALTERNATE 2A - STREET IMPROVEMENTS	\$446,274.23
TOTAL ALTERNATE 2B - SANITARY SEWER IMPROVEMENTS	\$90,518.00
TOTAL ALTERNATE 2C - WATERMAIN IMPROVEMENTS	\$137,748.00
TOTAL ALTERNATE 2D - STORM SEWER IMPROVEMENTS	\$102,602.60
TOTAL CHANGE ORDER NO. 1	\$18,300.00
TOTAL WORK COMPLETED TO DATE	\$795,442.83

PROJECT PAYMENT STATUS

OWNER CITY OF MAPLE PLAIN
 STANTEC PROJECT NO. 193803417
 CONTRACTOR RYAN CONTRACTING CO.

CHANGE ORDERS

No.	Date	Description	Amount
1	8/15/2016	This Change Order provides for additional work on this project. See Change Order.	\$24,500.00
Total Change Orders			\$24,500.00

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	09/13/2016	10/13/2016	236,791.30	12,462.70	249,254.00
2	10/14/2016	11/16/2016	461,787.67	36,767.31	735,346.28
3	11/17/2016	12/02/2016	57,091.72	39,772.14	795,442.83

Material on Hand

Total Payment to Date		\$755,670.69	Original Contract	\$885,269.10
Retainage Pay No.	3	39,772.14	Change Orders	\$24,500.00
Total Amount Earned		\$795,442.83	Revised Contract	\$909,769.10



Date: December 1, 2016
To: Public Safety Commissioners
City of Independence Council Members
City of Maple Plain Council Members
From: Director Gary Kroells *G. Kroells*
SUBJECT: NOVEMBER 2016 ACTIVITY REPORT

The purpose of this report is to give the reader a quick overview of the activities of the Public Safety Department each month. It also compares monthly and year-to-date information to the reader.

The report is broken down into five categories, as defined by the Criminal Justice Reporting System.

CRIMINAL-- Criminal is broken down into Part I and Part II crimes.

Part I includes crimes against persons versus crimes against property; criminal homicide, forcible rape, robbery assault, aggravated assault, burglary -breaking or entering, larceny-theft, larceny analysis, motor vehicle theft and arson.

Part II includes other assaults, forgery and counterfeiting, fraud, embezzlement, stolen property, buying, receiving, possession; vandalism, weapons, carrying, possessing, etc.; prostitution and commercialized vice, sex offenses; drug abuse violations, gambling, offenses against the family and children, driving under the influence, liquor laws, drunkenness, disorderly conduct, vagrancy, all other offenses, suspicion, curfew and loitering laws - persons under 18; and runaways - persons under 18.

TRAFFIC-- Includes violations of the road and driving laws.

PART III-- Lost and Found: Includes lost and found persons, animals, and property, and stalled and abandoned vehicles.

PART IV-- Casualties: Includes all motor vehicle accidents, boating, and snowmobile; public home occupational accidents, fires, suicides, sudden deaths, burning permits, and burning violations.

PART V-- Miscellaneous Public: Includes open doors, gun permit applications, suspicious activities, animal complaints, motorist assists, alarm calls, parking complaints, house checks, driving complaints, civil matters, family disputes, department assists.

The balance of the report shows the total number of incidents handled, miles driven and how the Public Safety Department received calls. If anyone should desire more detailed statistical data, please contact my office.

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West Hennepin Public Safety Department
1918 County Road 90 / Maple Plain, Minnesota 55359
Phone: (763) 479-0500 / Fax: (763) 479-0504
Web Address: <http://www.westhennepin.com> 26 E-mail: westhennepin@westhennepin.com

**Monthly Activity Report
November 2016**

Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
City Of Independence				
Criminal	6	7	114	115
Traffic	118	129	2,233	2,150
Part III	7	14	124	120
Part IV	54	33	381	368
Part V	153	155	1,855	1,746
Total City of Independence	338	338	4,707	4,499
City Of Maple Plain				
Criminal	11	6	75	66
Traffic	72	68	1,016	678
Part III	3	10	81	65
Part IV	13	26	208	244
Part V	130	142	1,497	1,468
Total City Of Maple Plain	229	252	2,877	2,521
Grand Total Both Cities	567	590	7,584	7,020
TZD	33	5	534	247
Agency Assists	23	24	526	352
Total ICR Reports	623	619	8,143	7,619
Mileage	12,982	6,519	142,261	134,442
How Received				
Fax	5	8	113	109
In Person	25	60	385	478
Mail	5	3	23	32
Other	2	3	57	41
Phone	22	37	368	479
Radio	211	220	2,390	2,176
Visual	294	234	4,204	3,733
Email	1	2	47	38
Lobby Walk In	58	52	556	533
Total	623	619	8,143	7,619

**November 2016 Criminal Part I & II
City of Independence Grid #'s 3-5**

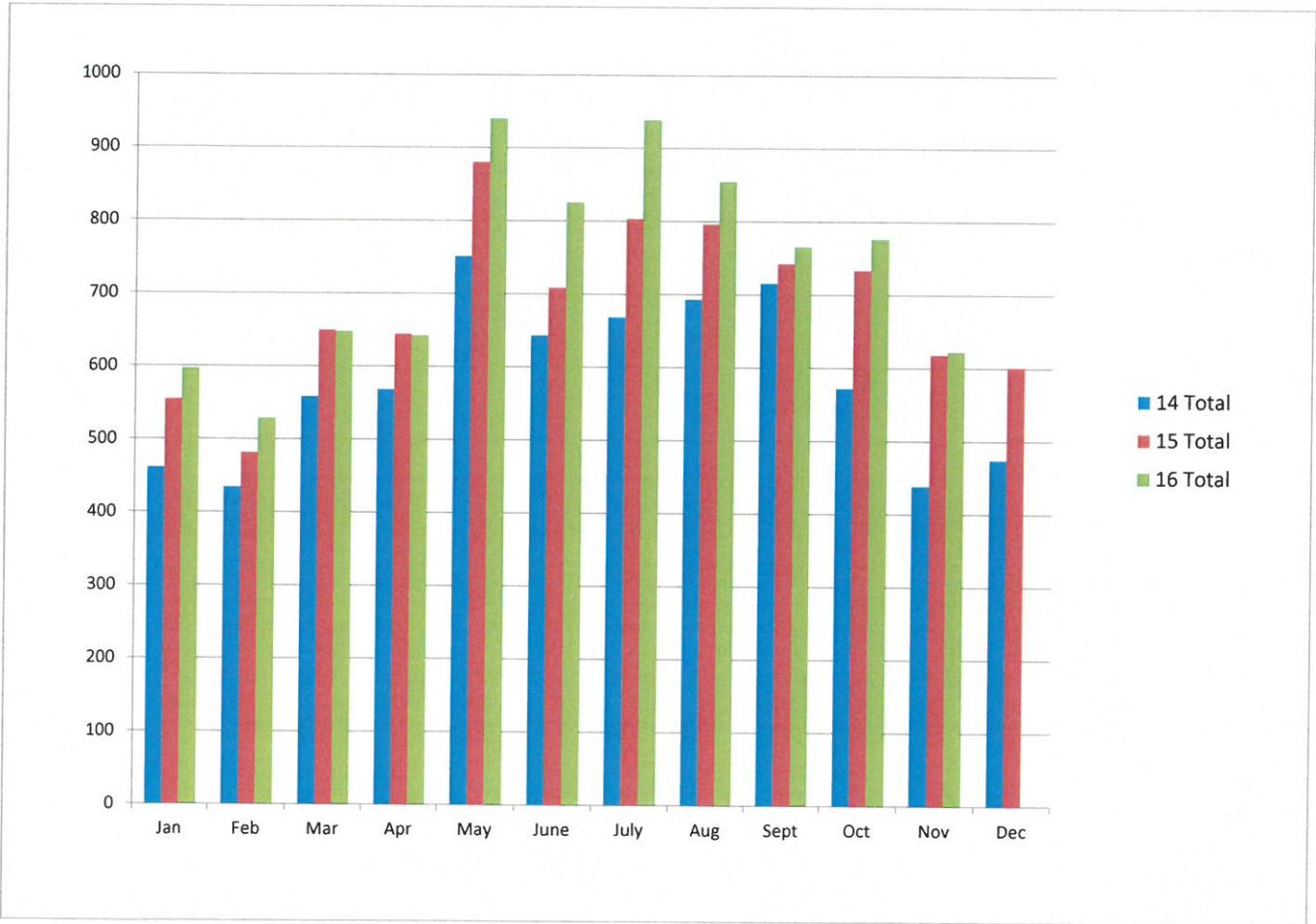
AGN *	ICR	Title	Create Date	Grid #	Reported Date	MOC range
WHPS	16007588	Disorderly Conduct-Disturb Peace / Damage to Prop-1st Deg-Value Reduced Over \$100	42679	4	42679	P3119
WHPS	16007669	Property Damage - Attempted Theft	42683	3	42683	P3119
WHPS	16007734	3rd Degree DWI / Open Bottle	42686	3	42686	JFW01
WHPS	16007797	Theft of Sign	42689	3	42689	TR229
WHPS	16007964	Damage to Mailbox	42697	3	42697	P3119
WHPS	16008122	Drugs-Small Amount Marijuana in Motor Vehicle / Drugs-Paraphernalia Possession	42704	3	42704	DC500

**November 2016 Criminal Part I & II
City of Maple Plain Grid # 1-2**

AGN	ICR	Title	Create Date	Grid #	Reported Date	MOC range
WHPS	16007563	Drugs-Small Amount Marijuana not in Motor Vehicle / Drugs-Paraphernalia Possession	42677	2	42677	DC500
WHPS	16007568	Minor Consumption of Alcohol / Possess Alcohol Under 21	42678	2	42678	M4104
WHPS	16007573	Burglary Storage Units	42678	1	42678	P3119
WHPS	16007685	Drugs-Small Amt of Marijuana in Motor Vehicle	42684	2	42684	DA540
WHPS	16007814	3rd Degree DUI/ Driving after Revocation / Pharmacy - Possession	42690	1	42690	DC500
WHPS	16007906	Not a Drop-Underage drinking-driving / Drugs - Possess Small Amount of Marijuana / Drugs-Paraphernalia Possession	42694	1	42694	DC500
WHPS	16007987	Domestic Assault-Felony / Domestic Abuse - Violate Order of Protection - 2 or More Priors	42697	1	42697	AK302
WHPS	16007991	Theft of Vehicle	42698	1	42698	VB021
WHPS	16008066	Domestic Assault-Misdemeanor	42701	2	42701	AL302
WHPS	16008094	Burglary Storage Unit	42702	2	42702	B0394
WHPS	16008101	Theft	42702	2	42702	TR059

**November 2016 Criminal Part I & II
Towards Zero Death Grant Shift**

WHPS	16007982	4th Degree DWI	42697	36	42697	JGW01
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DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY

November 2016 Activity Report

Year to Date Activity Report

At the end of November 30, 2016, West Hennepin Public Safety (WHPS) has year-to-date handled a total of 8,143 incident complaints; 2,877 in Maple Plain and 4,707 in Independence. This is an increase of 524 incidents compared to the same time frame last year.

The Criminal Part I and Part II cases for both cities have been highlighted for your review on the attached documents.

Recent Highlighted Cases:

Tool Box on Highway

Nov 1 WHPS Officer found a grey tool box on the median of Hwy 12/Howard Ave, Maple Plain and stopped to pick it up. A witness stopped stating she had followed the lady who lost it and told her where it was. The owner later stopped at WHPS and picked up her tool box.

Missing Person

Nov 1 Vinland National Center, Independence. Mother reported her son was missing; he had left the center earlier and had left without his medicine. He was not located and was entered in NCIC as Missing Person. He was found on Nov 3rd and was ok.

Welfare Check

Nov 3 Parents reported they had been trying to reach their adult son for the last three weeks and believe he is missing from the 1500 block of Howard Ave., Maple Plain. The area was checked and they found their Son at the MP library and everything was ok.

Minor Consumption

Nov 4 At 2:14 a.m. 5200 block of Bryantwood Dr., Maple Plain. Caller reported she could not wake up her son who was outside sleeping in a vehicle. 17 year old male juvenile was woken up and said he was just 'chill 'n' in his car and sleeping. He admitted to drinking and Preliminary Breath Test result was .08 Blood Alcohol Concentration. He was cited for Minor Consumption of Alcohol and Possess Alcohol under 21.

Burglary

Nov 4 Reported 3 storage units were broken into in the 5300 block of Pioneer Creek Dr, Maple Plain. Locks were cut off of two storage units and a partial lock from a third unit was on the ground. Case under investigation.

Damage to Property

Nov 5 Co Rd 11 / Ihduhapi Rd, Independence. Reported a male threw a tennis ball size rock at her vehicle. A second caller reported a male was in the middle of the road, standing on the yellow lines, with his hands up holding a large pumpkin in his right hand. As the motorist slowed down to avoid hitting him, he threw the pumpkin right at the driver's side of her vehicle, breaking the mirror right off of it. The description of the male matched both throwers. The male was located who was argumentative and would not listen to the Officer. Vinland National Center, Independence confirmed it was their 24 year old male patient from Edina. He was transported to Hennepin County Jail for charges; Disorderly Conduct and Misdemeanor Damage to Property.

Warrant Arrest

Nov 6 Highway 12 / Maple Ave. Maple Plain. 35 year old male driver from Lake Lillian had four Kandiyohi County Felony Warrants for 5th Degree Controlled Substance, Check Forgery, and Writ of Attachments for Child Support, No Bail, and Body Only; was arrested and transported to Hennepin County Jail.

Property Damage Crash

Nov 8 Two vehicle crash at County Road 11 and County Line Road, Independence. Female driver had stopped at the four way stop sign at County Line Road and County Road 11. As she drove through the intersection another driver pulled out striking the passenger side of her vehicle. The driver stated he had stopped for the four way stop sign at County Line Road, looked to the east and didn't see a thing due to the sun in his eyes so he proceeded south and drove into the side of the vehicle. No injuries.

Theft

Nov 9 Business in the 1400 block of Co Rd 90 Independence reported attempted theft of a catalytic converter. Someone had cut the tail pipe off a vehicle and must have gotten interrupted as they didn't cut the catalytic converter off.

Traffic Complaint

Nov 10 Highway 12 / Howard Ave, Maple Plain, caller reported a vehicle was driving unsafe and passing people eastbound on Highway 12 from Delano. Contact with the Delano 25 year old male driver who thought he knew why a complaint was called in on him. He had made several turns down streets and then did U Turns in the middle of the roads and continued east on Highway 12. He knew he should not have done it. The driver admitted he had marijuana in his vehicle. Marijuana and a pipe were found inside his vehicle. He was issued a citation for 'Small Amount of Marijuana in Motor Vehicle.

Citation – DAR

Nov 10 Highway 12 / Howard Ave., Maple Plain. Registered owner of the vehicle had a misdemeanor warrant for theft. The driver stated the vehicle was his uncle's and he knew his uncle had a warrant. The driver did not have a driver's license, it was revoked and the passengers in the vehicle did not have a driver's license. 31 year old male from Minneapolis was told he could not drive and parked the vehicle. He was issued a citation for Driving after Revocation.

3rd Degree DWI

Nov 12 1:22 a.m. Highway 12 / Valley Rd, Independence. Vehicle was stopped for speed; had crossed the fog line and a white light was showing to the rear of the vehicle. The driver John Edward Ulstad, 25 from Monticello submitted a breath sample which resulted in .06 Breath Alcohol Concentration. Charges pending for Gross Misdemeanor Driving while Impaired and Misdemeanor Open Bottle in Motor Vehicle.

House Fire

Nov 12 2600 block of Providence Court, Independence. Patrol dispatched for a car on fire inside of a garage with flames seen. Officer arrived and observed flames coming out of the open garage door and the fire was spreading fast by the winds. No one was inside. The fire destroyed the entire garage, two vehicles inside the garage, extensive damage to the roof and house and multiple items inside. Multiple fire departments responded to assist the Maple Plain Fire Department in putting out the fire.

Warrant Arrest / Suspicious Act

Nov 12 10:22 p.m. Male called stating he was lost. Patrol found a male standing at the intersection of Pagenkopf Road and County Road 90, Independence shining a large spot light at traffic. The 33 year old male from New Hope said he was the one who had called for assistance, his car had broken down and he was trying to walk back to Crystal and had gotten lost. The male was identified and found he had an Anoka County Warrant. He was arrested and found inside his backpack was a spot light, pry bar, and a can of WD-40. He was transported to Hennepin County Jail.

Hunting Complaint

Nov 13 3400 Independence Rd, Independence. Caller was concerned for her kids possibly getting shot while outside in the woods. The hunter was located who stated that the property he was hunting on was his. He knew the spot he was hunting was right on the property line but stated it was his property.

Intoxication

Nov 13 Reported people arguing outside of 5300 Main St. E. Maple Plain. A male was waiting in the parking lot, said his girlfriend was intoxicated, had been yelling at him so he went outside. No physical fighting and both agreed they would keep things civil for the rest of the evening.

Theft

Nov 15 7900 block of Co Rd 11, Independence, resident reported someone stole his sign from his front yard that said 'Hillary for Prison, 2016 to Life'. Approximate loss \$50.00.

Disturbance

Nov 16 1500 Wyman Ave., Maple Plain. Reported a 58 year old female was yelling profanities and is having some sort of issue. Officer found she appeared to be very angry and disturbed and continuously yelled profanities to the officer and began to throw and kick items that were on countertops and end tables. She was restrained and North Memorial Ambulance transported her to the hospital.

PI Crash

Nov 16 Budd Ave./ Highway 12, Maple Plain. Patrol dispatched for a Personal Injury crash involving a car vs a cement truck. The 19 year old male driver from Montrose stated he fell asleep and struck a cement truck head on that was stopped eastbound on Highway 12 in the center lane waiting to turn north on Budd Ave. The driver of the cement truck 49 year old male from Howard Lake was not injured. The driver of the vehicle was checked by North Memorial Ambulance and transported to Buffalo Hospital. Charges pending for Driving under the Influence.

Nov 18

At 1:13 p.m. Highway 12 / Co Rd 92, Independence. WHPS Officer responded to a two car crash. 33 year old driver, Bradley Mausel from Minneapolis was eastbound on Highway 12, lost control of his vehicle, spun out, and his vehicle turned backwards into oncoming traffic, striking a vehicle in its lane of traffic which caused it to go down a steep embankment and into the ditch. Mausel was issued a citation for No Insurance on Motor Vehicle and Fail to Drive with Due Care.

Crash / Property Damage

Nov 19 5:59 p.m. Driver was traveling westbound on Highway 12 near Delano Ave. rear-ended a vehicle stopped in traffic. The driver stated she saw vehicles had stopped up ahead; thought they had moved, was distracted by digging in her purse and did not see the vehicles were still stopped. She was issued a citation for Failure to Drive with Due Care.

Behavior Problem

Nov 19 11:36 p.m. Client was upset he was at Vinland National Center, Independence, wanted to leave and go to the hospital. He claimed staff was trying to kill him, tore off his oxygen and was trying to remove his catheter. He armed himself with a scissors and took a defensive posture. He was transported to the hospital by ambulance.

Possession of MJ and Drug Paraphernalia

Nov 20 2:54 a.m. A driver failed to dim the vehicles high beams and turned onto Halgren Rd into a commercial district, then pulled into a residence driveway on Manchester and stayed momentarily w/o anyone getting out or into the vehicle. The vehicle then left, quickly turned on Pioneer Creek Trail, then Halgren Rd w/o stopping for the stop sign and was traveling at approximately 5-8 mph. 18 year old female driver from Cokato said she was unaware of the stop sign. She denied drinking or having marijuana despite the odor of alcohol on her breath and the smell of marijuana coming from the vehicle. Preliminary Breath Test resulted in .078% breath alcohol concentration. She admitted to drinking 3 vodka sodas and to having marijuana and drug paraphernalia in her car. A citation was issued for 'Not a Drop, Possession of Small Marijuana in Motor Vehicle and Possession of Drug Paraphernalia'. The driver was released to a sober adult.

DWI

Nov 23 WHPS Officer working special 'Towards Zero Death' shift in the city of Hopkins stopped a vehicle for fail to dim headlights and drove through a red stop light. The driver, Innocent Mwalula Chitulangoma, 41 from Rochester submitted a breath sample resulting in .09% Breath Alcohol Concentration. Chitulangoma was Arrested and Charged with 4th Degree DWI.

Domestic / Order of Protection Violation

Nov 23 1500 Howard Ave., Maple Plain. Reported a step-son and step-father were fighting. The step-son, 38 year old male had a warrant from Dakota County for Domestic Assault. He was arrested and transported to jail for his Dakota County Warrant and was charged for 5th Degree Domestic Assault and Violate Order of Protection. The 60 year old female victim had a Sign and Release Hennepin County Warrant. She signed the Promise to Appear and was released.

Car Theft

Nov 24 5300 Highway 12, Maple Plain. Reported theft of a white 2002 Chevrolet Silverado truck extended cab. License plate 552VND stolen from the car lot. Truck entered into NCIC. The case is under investigation.

Civil

Nov 25 5300 Highway 12, Maple Plain. Female caller reported her boyfriend took her vehicle and did not have permission to use it. Her boyfriend's driver's license was a Cancl-IPS and he cannot drive. She did not want it reported stolen just wanted the Police to watch for him.

Burglary – Unfounded

Nov 26 10:23 p.m. Resident in the 400 Nelson Rd, Independence reported it sounded like someone was trying to get into her house. The area was searched and did not see anything unusual or found anyone.

Domestic

Nov 27 5400 Bryantwood Dr., Maple Plain. Reported two roommates were fighting. Both had been drinking at a bar along with several of their friends and when they got home the 25 year old male from Mound started getting angry over something that had happened at the bar. He started throwing punches and the two of them ended up grappling on the ground. 25 year male was arrested and transported to Hennepin County Jail, charges pending for Domestic Assault.

Roll Over Crash

Nov 22 10:22 p.m. driver reported he was s/b Co Rd 92 near 3rd Ave when he lost control of his vehicle, went into the ditch and the vehicle rolled over onto its roof. No injury to the driver who was provided a ride home by a passerby.

DWI

Nov 23 WHPS Officer working special shift 'Towards Zero Death' in the city of Hopkins stopped a vehicle for fail to dim headlights and drove through a red stop light. The driver, Innocent Mwalula Chitulangoma, 41 from Rochester submitted a breath sample resulting in .09% breath alcohol concentration. Chitulangoma was Arrested and Charged with 4th Degree DWI.

Domestic / Order of Protection Violation

Nov 23 1500 Howard Ave., Maple Plain. Reported a step-son and step-father were fighting. The step-son 38 year old male had a warrant from Dakota County for Domestic Assault. He was arrested and transported to jail for his Dakota County Warrant and charged for 5th Degree Domestic Assault and Violate Order of Protection. The 60 year old female victim had a Sign and Release Hennepin County Warrant. She signed the Promise to Appear and was released.

Car Theft

Nov 24 5300 Highway 12, Maple Plain. Reported theft of a white 2002 Chevrolet Silverado truck extended cab. License plate 552VND stolen from the car lot. Truck entered into NCIC. The case is under investigation.

Verbal Domestic

Nov 27 11:06 p.m. Caller reported hearing screaming and loud crashing coming from an apartment, 5200 Manchester Dr, Maple Plain. Police found two female roommates had an argument with each other. A fan was thrown at the wall, both said the argument was done and things would be settled for the evening. No physical fight occurred, no damage to the apartment unit or injuries.

Burglary

Nov 28 Reported items stolen from a mini storage unit in the 1200 Budd Ave., Maple Plain. The case is under investigation.

Theft

Nov 28 5000 Industrial Street, Maple Plain. Business reported someone had been roaming around inside the business fenced in yard and stolen tools from a truck. The case is under investigation.

Welfare Check

Nov 28 Assisted Eden Prairie PD with welfare check in the 7800 Turner Rd, Independence. The male told a family member he was going to kill himself. Police found the person no longer lives on Turner Road and was located in Maple Grove.

Abandoned Vehicle

Nov 30 Reported for three days an ATV was sitting along the alfalfa field at Co Rd 11 / Lake Sarah Rd, Independence; caller thought it was either stolen or stuck in the field. The realtor for the property was contacted who stated the ATV belonged to him and he left it in the field so he can hunt the next weekend.





RESOLUTION NO. 16-1212-01

A RESOLUTION APPROVING INCREASE TO THE MAPLE PLAIN FIRE RELIEF ASSOCIATION CONTRIBUTION

WHEREAS, The City of Maple Plain approves the by-laws of the Maple Plain Fire Department Relief Association;

WHEREAS, The Association shall pay each member who was actively served the Department for a period of 20 or more years or more prior to resignation from said Fire Department, and who has reached the age of 50 years or more, and who has been a member of the association for at least 10 years a sum of \$2600 for each year of service: and

WHEREAS, is hereby **RESOLVED** by the City Council approves the increase from \$2500 to \$2600 to the Fire Relief Association: of the City of Maple Plain as follows:

Whereupon said Resolution was declared duly passed and adopted on the 12th day of December, 2016.

Jerry Young, Mayor

ATTEST:

Robert Schoen, City Administrator

RESOLUTION NO. 16-1212-02

**RESOLUTION APPROVING 2017 FINAL GENERAL FUND BUDGET
FOR THE CITY OF MAPLE PLAIN**

WHEREAS, the City of Maple Plain is required by State law to approve a resolution setting forth an annual tax levy to the Hennepin County Auditor; and

WHEREAS the Maple Plain City Council has established a General Fund budget and subsequent property tax levy for Fiscal year 2017, beginning January 1, 2017 and ending December 31, 2017.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Maple Plain, County of Hennepin, Minnesota that \$1,685,775 be budgeted for expenditures in 2017 for general fund operations of the City and that the Final 2017 General Fund budget shall be as follows:

General Fund <i>Summarized</i>	2017 Budget
Revenues	\$ 1,685,775
Expenditures	(1,481,560)
Other Financing Sources (Uses)	(204,215)
Net Change in Fund Balance	<u>\$ -</u>

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to transmit this information to the County Auditor of Hennepin County, Minnesota and the Minnesota Department of Revenue in the format requested as required by law.

Adopted by the Maple Plain City Council on December 12, 2016.

Mayor

Attest:

City Administrator

RESOLUTION NO. 16-1212-03

**RESOLUTION APPROVING 2017 FINAL PROPERTY TAX LEVY
FOR THE CITY OF MAPLE PLAIN**

WHEREAS, the City of Maple Plain is required by State law to approve a resolution setting forth an annual tax levy to the Hennepin County Auditor; and

WHEREAS the Maple Plain City Council has established a General Fund budget and subsequent property tax levy for Fiscal year 2017, beginning January 1, 2017 and ending December 31, 2017; and

WHEREAS, the City Council has established a total property tax levy of \$1,487,034, collectible in 2017 upon taxable property in the City; and

WHEREAS, the City Council is proposing an Economic Development, or EDA Property Tax Levy of \$27,000, collectible in 2017 upon taxable property in the City; and

WHEREAS, the City Council is proposing a Debt Service levy for Capital Improvements in the amount of \$197,502, collectible in 2017 upon taxable property in the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Maple Plain, Hennepin County, Minnesota, that the following sums of money be levied for collection in 2017 upon the taxable property in said City of Maple Plain for the following purposes:

General Fund	\$ 1,262,532
Economic Development Authority	27,000
Debt Service	197,502
 Total City Levy	 <u>\$ 1,487,034</u>

BE IT FURTHER RESOLVED that the debt service tax levies have been adjusted or cancelled based on the City's review of its debt service levy requirements. The following adjustments have been made to the debt levies:

Bond Issue	Levy Requirement	Adjustments	Proposed Levy
GO Bonds 2012A	\$ 21,138	(4,600)	16,538
GO Bonds 2013A	47,628	4,400	52,028
GO Imp Bonds 2014A	70,770	3,000	73,770
GO Bonds 2016A (Govt)	-	36,204	36,204
GO Bonds 2016A (Enterprise)	-	18,962	18,962
 Totals	 \$ 139,536	 57,966	 197,502

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to transmit this information to the County Auditor of Hennepin County, Minnesota and the Minnesota Department of Revenue in the format requested as required by law.

Adopted by the Maple Plain City Council on December 12, 2016.

Mayor

Attest:

City Administrator

DETERMINATION OF LOCAL AND AREA WIDE LEVY BY MAJOR PURPOSE OF LEVY
Proposed Taxes Payable 2017
City of Maple Plain

Tax Rates

Tax Capacity

Budget Item	(A) Certified Levy	(B) Distribution Percentage (A) Item / (A) Total	(C) Area Wide Levy Table VIII Col E	(D) Local Levy (A) - (C)	(F) Tax Rate (D) / (E)	(G) Spread Levy (E) X (F)
General Revenue	\$ 1,289,532.00	86.7184%	\$ 174,651.72	\$ 1,114,880.28	65.284%	1,114,886.86
Bonded Debt	197,502.00	13.2816%	26,749.28	170,752.72	9.999%	170,757.82
Total	\$ 1,487,034.00	100.0000%	\$ 201,401.00	\$ 1,285,633.00	75.283%	\$ 1,285,644.68

Market Value (If Applicable)

	\$ -		\$ -	\$ -		\$ -
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HRA/EDA (If Applicable)

	\$ -		\$ -	\$ -		\$ -
--	------	--	------	------	--	------

Sewer Districts (If Applicable)

	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -

Constant Spending Rates

Tax Capacity

City	\$ -		\$ -	\$ -		\$ -
------	------	--	------	------	--	------

Market Value (If Applicable)

	\$ -		\$ -	\$ -		\$ -
--	------	--	------	------	--	------

HRA/EDA (If Applicable)

	\$ -		\$ -	\$ -		\$ -
--	------	--	------	------	--	------

Sewer Districts (If Applicable)

	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -

Values and Distribution

	County	Tax Capacity	Market Value	Area Wide Dist
Munic	Hennepin	1,707,749	167,391,600	\$ 201,401.00
		-	-	\$ -
	Total	1,707,749	167,391,600	\$ 201,401.00
HRA/EDA	Hennepin	1,707,749	167,391,600	\$ -
		-	-	\$ -
	Total	1,707,749	167,391,600	\$ -
Sewer #1	Hennepin	-	-	\$ -
		-	-	\$ -
	Total	-	-	\$ -
Sewer #2	Hennepin	-	-	\$ -
		-	-	\$ -
	Total	-	-	\$ -

2017 FINAL LEVY CERTIFICATION

State of Minnesota

County of Hennepin

Taxing Jurisdiction of Maple Plain

I, Robert Schoen Clerk of said Taxing Jurisdiction of Maple Plain hereby certify that the following Resolution was passed by the governing body of said Taxing Jurisdiction at a duly convened meeting held in said Taxing Jurisdiction on December 12, 2016.

On motion it was resolved that the following sums of money be raised by tax upon the taxable property in said Taxing Jurisdiction for the following purposes for the current year:

LEVY ITEM	CERTIFIED LEVY*
1. General Revenue	\$ 1,289,532
2. Bonded Indebtedness**	\$ 197,502
3. Sewer District	\$
A. Total Tax Capacity Based Levy	\$ 1,487,034
B. Market Value Based Referendum Levy	\$
C. Total Tax Capacity and Market Value Based Levies	\$ 1,487,034

* The levy amount by line item should already be reduced by Local Government Aid (LGA) and other resources used to finance your Taxing Jurisdiction's budget.

** Provide a breakdown of the certified levy by individual bond on the reverse side.

I further certify that I have compared the foregoing with the original entry of the minutes of the Meeting so held December 12, 2016 as the same are recorded in the Book of Records of said Taxing Jurisdiction, and that the same is a correct transcript therefrom.

Given under my hand this _____ day of _____, 2016.

Taxing Jurisdiction Clerk

**CITY OF MAPLE PLAIN
RESOLUTION 16-1212-04**

**A RESOLUTION APPROVING FINAL 2017 MAPLE PLAIN FIRE DEPARTMENT
BUDGET**

WHEREAS THE CITY OF MAPLE PLAIN, MINNESOTA (the “City”) is required by Minnesota Statute § 275.07 to certify to Hennepin County (the “County”) a final tax levy on or before December 27; and,

WHEREAS the Maple Plain City Council (the Council) has established a Fire Department budget in the amount of \$355,201; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN, COUNTY OF HENNEPIN, MINNESOTA that the following sum of money to be budgeted for expenditures in 2017 for general operations of the Maple Plain Fire Department :

Total 2017 Maple Plain Fire Department Budget \$355,201.

BE IT FURTHER RESOLVED that the City Council hereby instructs the City Administrator to certify a copy of this resolution to the County Auditor of Hennepin County, Minnesota.

This resolution was introduced by Councilmember _____.

Members voting in favor: _____.

Members voting against: _____.

Members absent: _____.

The resolution was adopted by the Maple Plain City Council this 12th day of December, 2016.

Jerry Young, Mayor

Attest:

Robert Schoen, City Administrator

**CITY OF MAPLE PLAIN
RESOLUTION 16-1212-05**

**RESOLUTION DECLARING POLICY FOR THE CITY-OWNED ELECTRONIC SIGN
DISPLAYS**

WHEREAS THE CITY OF MAPLE PLAIN, MINNESOTA, (the “City”) owns and operates an electronic sign at the address of 1645 Pioneer Avenue, Maple Plain, MN 55359; and,

WHEREAS, the residents of Maple Plain and those traveling past the sign view its contents and information; and,

WHEREAS, the City intends to maintain the sign itself and its contents and messages; and,

WHEREAS, the City intends to maintain a consistent policy; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN, MINNESOTA, adopts the following policy:

The Maple Plain Electronic Community Information Sign located at 1645 Pioneer Avenue, Maple Plain, MN 55359, (“City Sign” herein) serves to notify citizens and visitors of upcoming events which are City-sponsored or City co-sponsored, and informs the public of City originated messages. The City Sign shall be used exclusively for these purposes, and shall not be used for other public advertising purposes. The City shall control all content on the City Sign and shall only post messages which are of broad benefit to the City of Maple Plain. In posting notices and messages which meet this criteria, the City shall maintain the sole discretion to determine how and what notices and messages are displayed and for what duration.

The resolution was passed by the Maple Plain City Council this 12th day of December, 2016.

Jerry Young, Mayor

ATTEST:

Robert Schoen, City Administrator

DEVELOPMENT AGREEMENT

This Agreement, dated _____, 2015, is entered into between the City of Maple Plain, a Minnesota Municipal corporation ("City") and Inland Development Partners, LLC, a Minnesota limited liability company ("Developer")

RECITALS

WHEREAS, City is the owner of the following real property located within the City of Maple Plain:

- a) 5230 Main Street (PID No. 24-118-24-34-007).
- b) 5220 Main Street (PID No. 24-118-24-34-0031).
- c) 1620 Maple Avenue (PID No.: 24-118-24-34-0028); and

WHEREAS, Developer has presented City with a development proposal for a commercial development; said development to include the above-described property as further identified in this Agreement; ("Project") and

WHEREAS, City intends to sell the above lots to a Developer at market value and to assist Developer with its planned development by creating a Tax Increment District for the project; and

WHEREAS, it is the intent that the project will create increment that can be used to repay Developer for the cost of the land; and

WHEREAS, it is intended that the City would have to approve all plans for the Project proposed by Developer before any part of the Project could go forward; and

WHEREAS, this Agreement permits Developer to move forward with its due diligence, inspections, pre-leasing and financing with assurance that, subject to the conditions of this Agreement, the Project can go forward.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement,
the Developer and the City agree as follows:

1. **Sale of Property.** Subject to the terms and conditions of this Agreement, the City agrees to deed and sell to Developer the following property:
 - a) 5230 Main Street (PID No. 24-118-24-34-007).
 - b) 5220 Main Street (PID No. 24-118-24-34-0031).
 - c) 1620 Maple Avenue (PID No.: 24-118-24-34-0028).

2. **Consideration.** Developer shall pay the City \$160,000 for the above identified lots; said payment shall be made in cash at closing in accordance with the terms of this Agreement.

3. **Due Diligence.** Following execution of this Agreement, Developer will have a period of time to perform its due diligence, to inspect the property, to pre-lease its Project, to arrange financing and to enter into the additional Development Agreement described in Section 4 below, all to be satisfactory to Developer for the Project; that Developer shall have until June 30, 2016 to perform this due diligence and to determine that the Project will move forward. If Developer is pursuing its due diligence with good faith, diligent efforts, Developer may, at its option, by written notice to the City no later than June 30, 2016, extend the due diligence period to December 31, 2016. During this period of due diligence the Developer shall have access to the property for any inspections needed; Developer agrees to return the property as nearly as possible to its pre-inspection condition and Developer shall pay for and be responsible for any damages to the property during this due diligence period and found to be caused or by and act of the buyer in performance of their due diligence. During the Due Diligence Period, the City shall negotiate exclusively with Developer for development of the Project.

Following the Due Diligence period, Developer agrees to accept the property as is and Developer will, thereafter, be responsible for any expenses involving subject Property unless otherwise agreed, in writing, with the City.

4. **Additional Development Agreement.** The City and Developer shall enter into a second Development Contract prior to closing, including terms relating to tax increment financing, said additional Development Contract will outline the parties' rights and obligations, to include:
 - a) Developer's obligation to construct and complete its commercial development on or before an agreed upon time certain.
 - b) Tax Increment Financing provided to Developer to pay for qualified costs; the nature and amount of the TIF to be negotiated between the parties.

5. **Incorporation of Olson Parcel.** Upon successful closing of the Purchase Agreement between the City of Maple Plain and ML&G, Inc., (Olson parcel) the Olson parcel will be incorporated in the Project of Developer with no additional consideration except that provided in paragraph 2 above.
6. **Purposed Project Schedule.** The proposed schedule for the Project as estimated by Developer is as follows:
 - a) Execution of Purchase Agreement: August, 2015
 - b) Due diligence period by Developer: December, 2016
 - c) Closing between City and Developer: (To Be Determined)
 - d) Project to commence: 2015-2016
 - e) Project completion: 2016-2017.
7. **Closing.** Closing of this transaction and transfer of the property will not occur until Developer has completed the following:
 - a) Completed its due diligence process.
 - b) Provided the City with plans and specifications that have been approved by the City.
 - c) Enter into a second Development Agreement and provide the City with financial assurances, guaranteeing completion of the project; the financial assurances must be approved by the City.
8. **Ownership of Property.** Prior to closing, the above-described property will remain in the ownership of the City until Developer:
 - a) Determines the Project is feasible.
 - b) Enters into a second Development Agreement pursuant to paragraph 6 above and provides the City with financial assurances outlined in this Agreement.
 - c) Presents final plans and specifications to the City and City has approved the same.
 - d) The closing date is achieved.
9. **City Obligations.** The City agrees, assuming this Project is feasible and goes forward, to do the following:
 - a) Transfer the above-described properties on the terms and conditions of this Agreement to Developer.
 - b) Provide a title commitment, at City expense, for a standard owner's policy of title insurance to Developer, including standard searches, all satisfactory to Developer.
 - c) Defer SAC and WAC charges; to be addressed in the second Development Agreement required for closing.
 - d) Waive park dedication charges.

- e) Cap the well if the City determines that the well will not remain where it is currently located.
10. **Developer Obligations.** Developer agrees and understands that the following are obligations of Developer, to pay:
- a) Metropolitan Council imposed SAC charges.
 - b) Usual and customary building permit fees.
 - c) For capping of existing well on 1620 Maple Avenue (if necessary). Capping of the well obligation by the Developer will exist only during the purchase closing period of this Agreement. In the event that City decides to abandon the well after the closing date the cost of abandonment will become the obligation of the City.
 - d) Usual and customary application fees of City.
 - e) Pay for all environmental phase 1 survey costs associated with development of the Project prior to closing.
 - f) Pay deferred SAC and WAC charges pursuant to a Development Agreement entered into by Developer and the City.
11. **Well Located on 1620 Maple Avenue.** Developer agrees to incorporate well number 2 into the project if the City determines that the well should remain at its current location. The decision to leave the well at its current location is the City's sole decision. If the well remains in place, the second Development Agreement will provide that the City will always repair and maintain it. If City elects not to keep any use said well, Developer agrees to pay for capping the well at a cost not to exceed \$5,000, with the remaining cost to be paid by the City.
12. **Public Hearings.** Prior to execution of this Agreement, the City and EDA shall conduct public hearings required under Minn. Stat. §432.356 and 469.105. The transfer of Subject Property to Developer may not occur until the requirements contained in the above-referenced statutes have been completed.
13. **Plans and Specifications.** Prior to closing, Developer agrees to prepare plans and specifications for the Project, using the City adopted Development Guidelines; that Developer understands that final plans and specification must be approved by the City, through its Planning Commission and City Council process.
14. **Financing.** Prior to the transfer of title from City to Developer, Developer shall enter into a second Development Agreement with the City and provide financial assurances, acceptable to the City, to guarantee completion of the Project. The financial assurances shall be in the form of a Letter of Credit from a federally insured institution, approved by the City, or other financial assurances approved by the City. In addition, Developer shall deposit an escrow amount, to be determined by the City, in an amount estimated to cover City expenditures in negotiating, reviewing and processing applications and construction inspection of

the Project to its conclusion, including administrative, legal, engineering and inspections.

15. **Default-Reversion.** If, after transfer of the above property by City to Developer, the Project goes into default, or is not completed for any reason and such default or failure continues after a reasonably acceptable notice and cure period, the Developer agrees the property above-identified shall revert back to the City; that Developer agrees to take all responsible and necessary steps to assist with any such transfer back to the City.
16. **Miscellaneous - Indemnification.** Developer agrees to defend and indemnify the City against any and all claims, causes of action, damages, whatsoever, arising out of Developer's Project or any of the obligations of Developer contained within this Agreement; that this shall include payment to the City of any reasonable legal expenses incurred by the City.
17. **Insurance.** Developer agrees to carry builder's risk and general liability insurance in the amount of at least two million and no/100 dollars (\$2,000,000); that Developer shall provide copies of this insurance to the City.
18. **Assignment.** This Agreement may not be assigned by Developer to another entity without approval of the City, which approval will not be unreasonably withheld, except that Developer may assign it to another entity controlled by or under common control with Developer without the City's consent.
19. **Signs.** Developer will be allowed to place signs advertising its Development following execution of this Agreement; the sign and number of signs to be negotiated with the City.
20. **Survey.** If required, Developer shall be responsible to pay for and provide any surveys required throughout the Project.
21. **Warranties of Seller.** Seller hereby represents, warrants and covenants to Buyer as follows:
 - a) Seller is fee-owner of the above properties with full authority to sell and transfer the property to buyer.
 - b) To the best of Seller's knowledge, the property is in full compliance with all applicable laws, statutes, ordinances, codes, rules, including, any regulations relating to environmental protect, pollution, safety, health, building, fire and zoning. Seller has no knowledge of any proposed or pending proceeding to change or redefine the current zoning classification of all or any part of the property.
 - c) There is no action or proceeding pending against Seller, or any part of the property, that if determined adversely to Seller, would have a material adverse affect to title or the use of enjoyment or value of property, or that

would interfere with the consummation of the transaction contemplated by this Agreement.

- d) Seller has no knowledge of any hazardous materials (as defined under any federal, state or local law or ordinance) that has been stored, released removed, or placed, held, located or disposed of on, under, or at the property or any part thereof and, to the best of Seller's knowledge, no part of the property has ever been used as a treatment, storage or disposal site for any such hazardous material.
- e) To the best of Seller's knowledge, there are no unrecorded contracts, leases, easements, or any other agreements, or claim of any third party, affecting the use, title, occupancy or development of the property.
- f) Each and every undertaking and obligation of Seller under this Agreement shall be performed by Seller timely when do.
- g) To the best of Seller's knowledge, Seller has made proper disclosure to Buyer, as required by law, as to all well, private sewer systems and above ground or under ground storage tanks located on the property.
- h) Taxes and Assessments. Seller warrants that there are no special assessments or taxes encumbering the property to be transferred.

22. **Closing Costs.** Buyer shall be responsible for all premiums required for the insurance of the title policy or policies, mortgage registration tax, recording fees and one-half of the closing fees charged by the title insurer. Seller shall be responsible for payment of State Deed Tax, cost of issuing the title insurance commitment and one-half of the closing fees charged by the title insurer.

23. **Notices.** Any notices required of this Agreement shall be made in writing and shall be hand-delivered or sent by United States Certified Mail, postage prepaid, and shall be effective when hand-delivered or deposited as aforesaid and addressed to the respective parties at the addresses below:

Seller: City of Maple Plain
1620 Maple Avenue
P.O. Box 97
Maple Plain, MN 55359

Copy to: Jeffrey A. Carson
Maple Plain City Attorney
6300 Shingle Creek Parkway
Suite 305
Minneapolis, MN 55430

Buyer: Inland Development Partners, LLC
4220 Park Glen Road
St. Louis Park, MN 55416
Attn: Kent Carlson

Copy to: Steve Schwanke
7699 Anagram Drive
Eden Prairie, MN 55344

Copy to: Fredrikson & Byron, P.A.
200 S. 6th Street, Suite 4000
Minneapolis, MN 55402
Attn: Mary S. Ranum, Esq.

24. **Binding Effect.** All of the provisions of this Agreement are hereby made binding upon personal representatives, heirs, successors and assigns of all parties hereto.
25. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Minnesota.
26. **Entire Agreement.** That this Agreement constitutes the entire Agreement between Seller and Buyer and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understanding, either oral or written, between them concerning the property, other than those herein and set forth. No subsequent shall be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

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

SELLER:

CITY OF MAPLE PLAIN

By: _____
Its Mayor

By: _____
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledge before me this _____ day of _____, 2015, by _____, the Mayor and _____, the Clerk of the City of Maple Plain, a municipal corporation under the laws of Minnesota, on behalf of said municipal corporation.

Notary Public

BUYER:

**INLAND DEVELOPMENT
PARTNERS, LLC**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, _____ the _____ of Inland Development Partners, LLC, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Jeffrey A. Carson, Esq.
CARSON, CLELLAND & SCHREDER
6300 Shingle Creek Parkway, Suite 305
Minneapolis, MN 55430
763-561-2800

56068941_3.doc

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement, dated _____, 2016, is entered into between the City of Maple Plain, a Minnesota Municipal corporation ("City") and Inland Development Partners, LLC, a Minnesota limited liability company ("Developer")

RECITALS

WHEREAS, City is the owner of the following real property located within the City of Maple Plain:

- a) 5230 Main Street (PID No. 24-118-24-34-007).
- b) 5220 Main Street (PID No. 24-118-24-34-0031).
- c) 1620 Maple Avenue (PID No.: 24-118-24-34-0028); and

WHEREAS, Developer and City entered into a Development Agreement dated July 13th, 2015 (the "Agreement") for a commercial development; said development to include the above-described property as further identified in that Agreement; ("Project") and

WHEREAS, Developer and City desire to amend the Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the Developer and the City agree as follows:

1. **Amendment to Paragraph 3 ("Due Diligence") of the Agreement.** Developer and City agree to amend Paragraph 3 "Due Diligence" of the Agreement as denoted below. Deleted language within the paragraph shall be indicated as follows: ~~example~~. Added language within the paragraph shall be indicated as follows: example. Unless specifically denoted below, all other language within the paragraph shall remain in full force and effect.

Due Diligence. Following execution of this Agreement, Developer will have a period of time to perform its due diligence, to inspect the property, to pre-lease its Project, to arrange financing and to enter into the additional Development Agreement described in Section 4 below, all to be satisfactory to Developer for the Project; that Developer shall have until June 30, ~~2016~~ 2017 to perform this due diligence and to determine that the Project will move forward. ~~If Developer is pursuing its due diligence with good faith, diligent efforts, Developer may, at its option, by written notice to the City no later than June 30, 2016, extend the due~~

~~diligence period to December 31, 2016.~~ During this period of due diligence the Developer shall have access to the property for any inspections needed; Developer agrees to return the property as nearly as possible to its pre-inspection condition and Developer shall pay for and be responsible for any damages to the property during this due diligence period and found to be caused or by an act of the buyer in performance of their due diligence. During the Due Diligence Period, the City shall negotiate exclusively with Developer for development of the Project.

Following the Due Diligence period, Developer agrees to accept the property **as is** and Developer will, thereafter, be responsible for any expenses involving subject Property unless otherwise agreed, in writing, with the City.

- 2. **All Other Terms Remain.** Developer and City agree that, with the exception of the above denoted amendments to paragraph 3 of the Agreement, all other terms of the Agreement shall remain in full force and effect.

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

SELLER:

CITY OF MAPLE PLAIN

By: _____
Its Mayor

By: _____
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledge before me this _____ day of _____, 2016, by _____, the Mayor and _____, the Clerk of the City of Maple Plain, a municipal corporation under the laws of Minnesota, on behalf of said municipal corporation.

Notary Public



Agenda Information Memorandum
December 12, 2016 Maple Plain Canvassing Board

NEW BUSINESS

F. Review Liquor License Applications

ACTION TO BE CONSIDERED

To approve the following liquor license applications.

FACTS

- The city of Maple Plain annually reviews liquor licenses.
- West Hennepin Public Safety conducted the background checks on the applicants.
- The following locations are applying for liquor license renewal:

TJA Pubs, LLC (Monies)

Hibernia Restaurant Management LLC (McGarry's Irish Pub & Eatery)

M&M Wine & Spirits, Inc. (M&M Wine & Spirits)

Grindstone Inc. (Blackwater)

Liquor Depot

- The above locations are applying for the following liquor renewals:

TJA Pubs, LLC (Monies) is located at 4820 Highway 12 and is applying for a liquor license renewal for off-sale, on-sale and Sunday sales.

Hibernia Restaurant Management LLC (McGarry's Irish Pub & Eatery) is located at 5189 Main Street East and is applying for a liquor license renewal for on-sale and Sunday sales.

M&M Wine & Spirits, Inc. (M&M Wine & Spirits) is located at 4912 Highway 12, Suite 1, and is applying for a liquor license renewal for off-sale.

Grindstone Inc. (Blackwater) is located at 5159 Highway 12, and is applying for wine and beer.

Liquor Depot is located at 5020 Highway 12, and is applying for a liquor license renewal for off-sale.

- Cities have 10 days from the date of the issuance of a liquor license to provide to the State Commissioner of Public Safety the licensee's name and address and trade name, and the effective date and expiration date of the license.

Enc. Liquor License Applications and Documentation



Agenda Information Memorandum
December 12, 2016 Maple Plain Canvassing Board

NEW BUSINESS

G. Review Tobacco License Applications

ACTION TO BE CONSIDERED

To approve the following tobacco license applications.

FACTS

- The city of Maple Plain annually reviews tobacco licenses.
- The following locations are applying for tobacco license renewal:

TJA Pubs, LLC (Monies) is located at 4820 Highway 12.

Hibernia Restaurant Management LLC (McGarry's Irish Pub & Eatery) is located at 5189 Main Street East.

Liquor Depot is located at 5020 Highway 12.

Enc. Tobacco License Applications and Documentation