

**AGENDA  
MAPLE PLAIN CITY COUNCIL – REGULAR MEETING  
MAPLE PLAIN CITY HALL  
APRIL 27, 2015  
6:30 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. BOARD OF APPEAL**
- 4. EXECUTIVE SUMMARY FROM APRIL 13 MEETING**
- 5. ADOPT AGENDA**
- 6. CONSENT AGENDA**
  - A. Approve April 13 regular meeting minutes
  - B. Accounts Payable
- 7. PUBLIC HEARINGS**
- 8. ADMINISTRATIVE REPORTS**
  - A. City Engineer Monthly Report
  - B. City Planner Monthly Report
  - C. West Hennepin Public Safety Monthly Report
- 9. OLD BUSINESS**
  - A. 5990 Main Street West
  - B. Ravine Culvert
- 10. NEW BUSINESS**
  - A. 5469 Highway 12 Sewer Lateral
  - B. Meadows of Maple Plain Developers Agreement
  - C. Electronic Sign
- 11. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS**
- 12. COUNCIL REPORTS & OTHER BUSINESS**
- 13. 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.*
- 14. ADJOURNMENT**

**AGENDA**  
**MAPLE PLAIN CITY COUNCIL – REGULAR MEETING**  
**MAPLE PLAIN CITY HALL**  
**APRIL 13, 2015**  
**6:30 P.M.**

**1. CALL TO ORDER**

**Mayor Young called the meeting to order at 7:00 p.m.**

Present: Councilmembers Justin McCoy, Dave Eisinger, Julie Maas-Kusske, Mike DeLuca and Mayor Jerry Young. Also present was Assistant to the City Administrator, Margaret McCallum, City Engineer, Dan Boyum, City Planner Mark Kaltsas, and City Attorney Jeff Carson.

**2. PLEDGE OF ALLEGIANCE**

**3. ADOPT AGENDA**

**Councilmember Eisinger moved to adopt the agenda; seconded by Councilmember McCoy seconded. Motion passed 5-0.**

**4. CONSENT AGENDA**

Items to approve under the Consent Agenda:

- A. Approve March 23 regular meeting minutes
- B. Approve March 23 workshop meeting minutes
- C. Accounts Payable

**Councilmember Maas-Kusske moved to adopt the consent agenda; seconded by Councilmember Eisinger. Motion passed 5-0.**

**5. PUBLIC HEARINGS**

There were no public hearings.

**6. ADMINISTRATIVE REPORTS**

There were no administrative reports.

**7. OLD BUSINESS**

There was no old business.

**8. NEW BUSINESS**

- A. Meeting time change discussion

City Planner Mark Kaltsas introduced this item to the City Council.

Kaltsas explained that at the March 9 workshop meeting, the Council discussed the possibility of changing the regular city council meeting time from 7:00 p.m. to 6:30 p.m. He also mentioned that workshops would still be at 5:30 p.m., nonetheless before the first meeting of the month. Kaltsas informed that Economic Development Authority (E.D.A.)

meetings would stay at the same time at 5:30 p.m. and would be before the first meeting of the month.

Kaltsas informed that staff brought this topic back to the Council for further discussion and a possible decision.

Councilmember McCoy was in favor of the change, stating that it would result in more efficient use of time.

Councilmember Maas-Kusske informed that she was against moving the meeting time. She suggested that workshops start at 6:00 p.m. and Council meetings stay at 7:00 p.m. Maas-Kusske stated that she asked six residents of their preference and five agreed that 7:00 p.m. Council meetings were preferred.

Councilmember Eisinger said that 6:30 p.m. was his preference and that it would provide for more efficient use of staff time.

Councilmember DeLuca agreed and was in favor of the meeting being moved to 6:30 p.m.

**Councilmember DeLuca moved to approve the changing of the Council meeting time from 7:00 p.m. to 6:30 p.m. Councilmember Eisinger seconded. Motion passed 4-1. Councilmember Maas-Kusske voted against.**

## **9. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS**

### **10. COUNCIL REPORTS & OTHER BUSINESS**

Councilmember Eisinger asked staff for an update on the pavement improvement plan and roads in town that need repair.

Engineer Dan Boyum informed that staff has been working on updating the pavement improvement plan with information from a previous pavement plan. He stated that he is working with Public Works to determine areas within the city that need attention. He said that the City Administrator has been working to consolidate all of the information and that Abdo, Eick and Meyers, the financial consultant will advise as to how the city will proceed financially with the projects.

Boyum stated that he was working with public works on determining how to handle potholes in certain locations that are not on the project list, or lower on the priority list.

City Planner, Mark Kaltsas informed that Council that City Administrator Tessia Melvin was requesting an extra week off for maternity leave. She is also asking to taking Wednesday's off as well upon her return.

Mayor Young stated that he was fine with her request.

Councilmember Maas-Kusske said that she was fine with the extra time off, however wondered how long she would be asking to take Wednesdays off and if this would change her job in any way.

Councilmember DeLuca asked how long her request for taking off Wednesdays would be.

City Planner Kaltsas said that he would get more information from Melvin and bring it back to the Council at the next meeting.

Councilmember Maas-Kusske informed that the Highway Safety Coalition will be hosting a safety audit on May 7, 2015. She stated that the Coalition is asking that cities come with suggestions and report back concerns pertaining to their community. Maas-Kusske asked that this be on the April 27<sup>th</sup> meeting agenda.

City Planner Kaltsas stated that staff is working to set up a joint council meeting with the City of Independence to discuss shared services between the cities. Kaltsas asked the Council which days would work best for them.

Mayor Young asked that Kaltsas get dates from the shared services consultant and send them to the Council.

Councilmember DeLuca stressed that the Shared Services Committee is ready to move forward and that the meeting should be sooner rather than later.

## **11. VISITORS TO BE HEARD**

Maple Plain resident, Judy Sutherland asked when the Fire Department meets.

Councilmember Eisinger said that they meet on Mondays at 7:00 p.m.

Sutherland asked how at the March 23 meeting, Councilmember Maas-Kusske was able to vote for an increase in firefighter wages when her husband is a firefighter.

Attorney Jeff Carson, explained that as firefighters, Councilmembers McCoy and Eisinger could not vote because they were directly impacted by the decision. He informed that Maas-Kusske was indirectly benefiting, but that since she was not directly benefiting, that she could legally vote for the increase in wages.

Sutherland asked if it was a conflict of interest that Councilmembers DeLuca and McCoy voted that City Hall be moved to the Discovery Center since McCoy works for the school district and DeLuca's wife works for the school district.

Attorney Carson informed that there may be an emotional conflict but not a legal conflict.

Sutherland asked about the Downtown Redevelopment grant funds and if those funds were going to expire at the end of the year and if the city would then have to reapply for grant monies.

Attorney Carson responded that staff is seeking an extension for the grant money and that there is hope that some aspect of the Downtown Redevelopment will happen this year yet.

Sutherland expressed concern over Maple Plain Days and food vendors have an adequate place for their booths since they are not allowed to be placed on gravel.

Councilmember McCoy informed that the vendors would have to get permits that would allow them to be located on special surfaces.

Sutherland asked what was happening with the BMX track at Northside Park.

Mayor Young informed that the BMX track has been discussed several times with the Park Commission and that they are the process of discussing how to manage it. Young stated that it has been hard getting volunteers to help with its upkeep.

Sutherland asked for an update on the townhomes that are to be built between Boundary and Howard Avenue. Planner Kaltsas informed that he spoke with the contractor recently and that they are finalizing details and are hoping to break ground in early summer.

Resident, JoAnn Ree, asked about communication between the City and residents regarding the completion of the Main Street West and Rainbow Avenue road construction project.

Engineer Boyum explained that staff sent out an email to residents that day providing an update on the project. He informed that staff is putting together a list of items that the contractor will need to look at regarding resident's concerns. He said that the final lift of the road will be completed at the end of May or early June. Boyum said that if residents have any concerns to contact him via email or by phone.

Ree stated that after a current rain event that the water did not drain in the catchbasins and that the road was covered all night with water. She asked if the filters would be removed soon.

Boyum informed that until the final lift of the road is on, that there would be some standing water on the road after rain events. He also mentioned that there will be sediment build up as well. Boyum said that the filters cannot be removed until the grass comes in at 70%.

Ree explained that the filters at the park were filled with leaves and asked if those were going to be cleaned out. She also informed that the shelter at Rainbow Park is covered with debris (rocks, tree limbs, and asphalt) and asked if that could be cleaned off.

Ree informed that the Main Street West, east of County Road 83 was in poor condition and needed potholes filled.

Boyum said that we would work with Public Works to address the pothole concerns.

Councilmember Maas-Kusske asked how long it takes for 70% of grass to come in.

Boyum responded that it will likely be in mid-May.

Business owner, Bill Woods provided a letter to the Council from his current tenants, the Minnesota Beef Council, located at 5469 Highway 12. He informed that his building has one bathroom and two sinks and that his sewer line recently backed up causing issues for his tenants.

Woods explained that he wants to put in a septic system; nonetheless that staff told him that it was illegal to do so. He explained that he has been working with the City for over two years to get the issue fixed.

Planner Kaltsas informed the Council that he spoke with Woods on the matter. He said that there is not an issue with the City line, but with the private lateral line that runs from his building to the city line. He noted that the line runs through another private property; once owned by Woods. Kaltsas stated that one option would be to provide sewer service from

the city line on Main Street East and Pioneer Avenue, however that Woods was not in favor of this option.

Woods also mentioned that he has had a water meter issue as well. He informed that he has been working with staff to resolve the issue. He stated that over one period, the meter read a very high water usage that he believes wasn't possible.

Assistant to the City Administrator explained that the high reading has happened twice over the last two years with two separate meters.

Woods asked if he could put in a private well.

Mayor Young informed that the Council doesn't have enough information to make a decision that night, but that staff would review the situations and bring it back to the next council meeting.

Woods asked if he would be able to fix the sewer lateral line if it went through another private property.

Attorney Carson informed that he could not without permission.

Young informed that staff would come back with more information and solutions at the next Council meeting.

## **12. EXECUTIVE SESSION**

**The executive session opened at 8:00 p.m.**

**Councilmember Maas-Kusske moved to close the executive session at 8:15 p.m.; seconded by Councilmember McCoy. Motion passed 5-0.**

## **13. ADJOURNMENT**

**Councilmember Eisinger moved to adjourn the meeting at 8:16 p.m.; seconded by Councilmember DeLuca. Motion passed 5-0.**

# CITY OF MAPLE PLAIN

## Payments

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Current Period: April 2015

Batch Name	04/27/15 PAY	User Dollar Amt	\$0.00		
	Payments	Computer Dollar Amt	\$57,731.29		
			\$57,731.29	<b>Out of Balance</b>	
Refer	20303 <i>BURNHAM COMPANIES</i>	-			
Cash Payment	E 101-43000-437 Miscellaneous	Cleanup of Compost Site			\$2,300.00
	Invoice 3236				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	\$2,300.00
Refer	20304 <i>KONRAD MATERIAL SALES</i>	-			
Cash Payment	E 101-43100-224 Street Maintenance Mate	Water Mix- Asphalt			\$837.20
	Invoice 1252294				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	\$837.20
Refer	20305 <i>DELTA DENTAL</i>	-			
Cash Payment	G 101-21707 Dental Insurance	Dental Insurance- May			\$388.65
	Invoice				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	\$388.65
Refer	20306 <i>GRAINGER, INC</i>	-			
Cash Payment	E 101-43000-240 Small Tools & Minor Equ	Public Works Supplies			\$117.75
	Invoice 9706502748				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	\$117.75
Refer	20307 <i>G &amp; K SERVICE</i>	-			
Cash Payment	E 101-43000-417 Uniform Rentals	PW Uniforms			\$58.40
	Invoice				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	\$58.40
Refer	20308 <i>GIRARD S BUSINESS MACHINES, I</i>	-			
Cash Payment	E 101-41500-413 Office Equipment Rental	Folding Machine			\$150.00
	Invoice 90398				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	\$150.00
Refer	20309 <i>HEALTHPARTNERS</i>	-			
Cash Payment	G 101-21706 Health Insurance	Health Insurance- May			\$4,653.24
	Invoice				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	\$4,653.24
Refer	20310 <i>HAWKINS INC.</i>	-			
Cash Payment	E 601-49400-216 Chemicals & Chemical P	Water Chemicals			\$176.71
	Invoice				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	\$176.71
Refer	20311 <i>NATIONAL LEAGUE OF CITIES</i>	-			
Cash Payment	E 101-41500-433 Dues & Subscriptions	Membership Dues			\$536.00
	Invoice 112151				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	\$536.00
Refer	20312 <i>LANO EQUIPMENT</i>	-			
Cash Payment	E 101-43000-221 Equipment Parts	PW Supplies			\$86.80
	Invoice				
Cash Payment	E 101-43000-221 Equipment Parts	PW Supplies			\$82.35
	Invoice				

CITY OF MAPLE PLAIN

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Payments

Current Period: April 2015

Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$169.15</b>
Refer	20313	METERING & TECHNOLOGY SOL	-		
Cash Payment	E 601-49400-221	Equipment Parts	Water Meter Equipment		\$144.22
Invoice	3346				
Cash Payment	E 601-49400-221	Equipment Parts	Water Meter Equipment		\$159.00
Invoice	3336				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$303.22</b>
Refer	20314	MEDIACOM	-		
Cash Payment	E 101-41500-309	EDP, Software and Desi	Static IP		\$109.95
Invoice					
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$109.95</b>
Refer	20315	NYSTROM PUBLISHING CO INC	-		
Cash Payment	E 101-41500-352	General Public Informati	Newsletter- Second Quarter		\$549.59
Invoice	28492				
Cash Payment	E 101-41500-322	Postage	Newsletter Postage		\$199.67
Invoice	28492				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$749.26</b>
Refer	20316	OFFICE DEPOT	-		
Cash Payment	E 101-41500-202	Duplicating & Copying S	Paper		\$39.99
Invoice					
Cash Payment	E 101-41500-201	Office Supplies	Office Supplies		\$18.46
Invoice					
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$58.45</b>
Refer	20317	OUIVERSON SEWER & WATER	-		
Cash Payment	E 602-49450-311	Contract Service	5550 Bryant Street Sewer Fix		\$3,715.00
Invoice	3514				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$3,715.00</b>
Refer	20318	R C ELECTRICINC	-		
Cash Payment	E 101-41940-401	Building Repair & Mainte	Fire Department Building Maintenance		\$4,875.00
Invoice	4650				
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$4,875.00</b>
Refer	20319	SUMMIT FIRE PROTECTION	-		
Cash Payment	E 601-49400-227	Utility Maintenance Supp	Annual Fire Inspection- WTP		\$28.00
Invoice					
Cash Payment	E 101-43000-401	Building Repair & Mainte	Annual Fire Inspection- Public Works		\$137.00
Invoice					
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$165.00</b>
Refer	20320	STA-SAFE LOCKSMITHS	-		
Cash Payment	E 101-41940-437	Miscellaneous	Mailbox Key/Lock Change		\$103.00
Invoice					
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$103.00</b>
Refer	20321	TOSHIBA	-		
Cash Payment	E 101-41500-413	Office Equipment Rental	Printer Rental		\$251.34
Invoice					
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$251.34</b>

**CITY OF MAPLE PLAIN**  
**Payments**

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**Current Period: April 2015**

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Refer	20322	UNITED FARMERS COOPERATIVE	-		
Cash Payment	E 101-43000-211	Cleaning Supplies	Cleaning Supplies		\$8.48
Invoice					
Cash Payment	E 101-43000-221	Equipment Parts	PW supplies		\$7.92
Invoice					
Cash Payment	E 101-43000-221	Equipment Parts	PW Supplies		\$24.99
Invoice					
Cash Payment	E 101-43000-221	Equipment Parts	PW Supplies		\$8.98
Invoice					
Cash Payment	E 601-49400-401	Building Repair & Mainte	WTP Maintenance		\$11.97
Invoice					
Cash Payment	E 101-45200-228	Park Equipment Supplie	Park Supplies		\$11.98
Invoice					
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$74.32</b>
<hr/>					
Refer	20323	VERIZON	-		
Cash Payment	E 101-43000-321	Telephone	PW Phones		\$54.77
Invoice					
Cash Payment	E 101-43000-321	Telephone	PW Phones		\$54.77
Invoice					
Cash Payment	E 601-49400-321	Telephone	WTP Phone		\$35.01
Invoice					
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$144.55</b>
<hr/>					
Refer	20324	WEST HENNEPIN PUBLIC SAFETY	-		
Cash Payment	E 101-42110-306	Police Administration	May Police Services		\$34,759.35
Invoice					
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$34,759.35</b>
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Refer	20325	XCEL ENERGY	-		
Cash Payment	E 101-43160-381	Electric Utilities	Street Lights		\$2,000.88
Invoice					
Cash Payment	E 101-41940-381	Electric Utilities	City Hall/Garage		\$46.83
Invoice					
Cash Payment	E 601-49400-381	Electric Utilities	Water Accounts		\$169.05
Invoice					
Cash Payment	E 602-49450-381	Electric Utilities	Lift Station		\$201.81
Invoice					
Cash Payment	E 101-41940-381	Electric Utilities	Parks		\$556.46
Invoice					
Cash Payment	E 101-43100-381	Electric Utilities	Traffic Lights		\$60.72
Invoice					
Transaction Date	4/22/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$3,035.75</b>
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**CITY OF MAPLE PLAIN**

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**Payments**

**Current Period: April 2015**

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Fund Summary

	10100 Bank of Maple Plain	
101 GENERAL FUND		\$53,090.52
601 WATER FUND		\$723.96
602 SEWER FUND		\$3,916.81
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		\$57,731.29

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$57,731.29
Total	<hr/>
	\$57,731.29



Agenda Information Memorandum  
April 27, 2015 - Maple Plain City Council

**8. ADMINISTRATIVE REPORTS**  
**A. CITY ENGINEER MONTHLY REPORT**

**ACTION TO BE CONSIDERED**

To receive and accept the monthly report from City Engineer Dan Boyum.

**FACTS**

- See attached.

**ATTACHMENTS**

Attached is the monthly report from City Engineer Dan Boyum.

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To:	Honorable Mayor and Council, City Staff City of Maple Plain	From:	Dan D. Boyum City Engineer
File:	193801804	Date:	April 23, 2015

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**Reference: Monthly Engineering Report**

The purpose of this update is to provide you with information on various projects and engineering activities since the last report and to date.

**Budd Avenue Sanitary Sewer Improvements**

- No major items this month. There are still some quantity negotiations that need to be completed with the contractor.

**Main Street West and Rainbow Avenue – Utility and Street Improvements**

- Responded to property owner questions and met on site.
- Prepared updates on LaTour Construction's schedule to residents.
- Documented items left to complete noticed by residents on their specific yards.
- Forwarded the contractor the list of items left to complete on the project.
- LaTour Construction has started working on the list of items to complete.
- Paving of the final lift of bituminous will be done in late May or early June.

**Main Street Sidewalk Improvements**

- No major activities this month.

**Meadows of Maple Plain**

- Reviewed updated letter of credit calculations for the developer's agreement.
- Provided comments to the City Planner on items the developer needs to address or submit.

**Miscellaneous**

1. Prepared monthly engineering report.
2. Attended staff and council meetings.
3. Worked on MS4 Permit items.
4. Provided input on Met Council and Hennepin County Survey.
5. Reviewed items with interim City Administrator and prepared additional correspondence on the 5210 Main Street East.
6. Reviewed sewer extensions to 5649 Hwy 12 (Hetherwood)
7. Reviewed Pavement Management Program, patching, and Budd Overlay with City Staff.
8. Looked at FEMA culvert repair with Public Works.



Agenda Information Memorandum  
April 27, 2015 - Maple Plain City Council

**8. ADMINISTRATIVE REPORTS**  
**B. CITY PLANNER MONTHLY REPORT**

**ACTION TO BE CONSIDERED**

To receive and accept the monthly report from City Planner Mark Kaltsas.

**FACTS**

- See attached.

**ATTACHMENTS**

Attached is the monthly report from City Planner Mark Kaltsas

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## Memorandum

To: City Council

From: Mark Kaltsas, City Planner

CC: Tessia Melvin, City Administrator

Date: April 27, 2015

Re: **Planning Update**

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### ***Meetings:***

- April City Council Meeting
- Two staff meetings to review current project updates. - Issues that are currently being discussed include sewer connection for 5469 US HWY 12, downtown redevelopment, rental ordinance issues, nuisance complaints, I and I program, downtown building declaration, driveway issue on Main Street E., sign for landscape business that does not comply with ordinance, HWY 12 traffic/safety study and other general planning issues.
- Meeting with downtown business owners to discuss downtown redevelopment.
- Meeting with existing business owner regarding possible expansion of existing facility.
- Meeting with residence regarding ongoing nuisance complaint about brush pile on Three Oaks.

### ***Correspondence:***

Staff has had correspondence with various constituents over the course of the last month, including the following:

- Signage for new City sign
- Question regarding sign for new fitness business looking for an existing building to lease.
- Nuisance complaint on Three Oaks
- General nuisance issues at apartment building on Howard.

- Fence question for new property owner.
- Question regarding land use for former concrete plant
- Staff has had correspondence with several residents regarding building setbacks, zoning, signage, and other related planning questions.



Agenda Information Memorandum  
April 27, 2015 - Maple Plain City Council

**8. ADMINISTRATIVE REPORTS**  
**C. WEST HENNEPIN PUBLIC SAFETY MONTHLY REPORT**

**ACTION TO BE CONSIDERED**

To receive and accept the monthly report from Director of Public Safety Gary Kroells.

**FACTS**

- See attached.

**ATTACHMENTS**

Attached is the monthly report from Director of Public Safety Gary Kroells.



Date: March 2, 2015

To: Public Safety Commissioners  
City of Independence Council Members  
City of Maple Plain Council Members

From: Director Gary Kroells 

SUBJECT: FEBRUARY 2015 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> E-mail: [westhennepin@westhennepin.com](mailto:westhennepin@westhennepin.com)

**Monthly Activity Report  
February 2015**

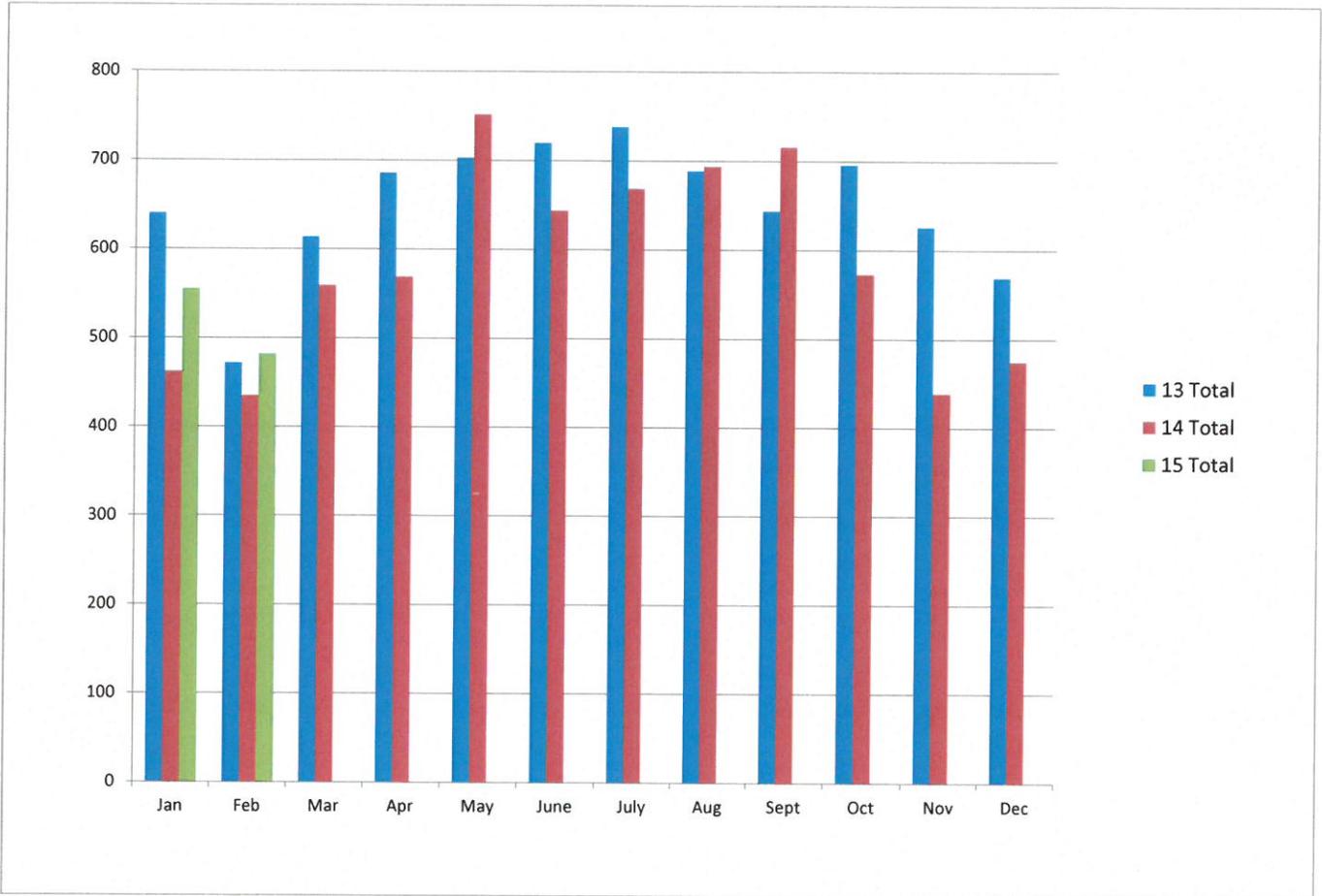
<b>Offense</b>	<b>This Month</b>	<b>Same Month Last Year</b>	<b>This Year To Date</b>	<b>Last Year To Date</b>
<b>City Of Independence</b>				
Criminal	4	8	12	10
Traffic	153	67	366	121
Part III	3	9	12	12
Part IV	31	48	69	100
Part V	110	128	226	251
<b>Total City of Independence</b>	<b>301</b>	<b>260</b>	<b>685</b>	<b>494</b>
<b>City Of Maple Plain</b>				
Criminal	7	1	11	5
Traffic	38	18	77	50
Part III	5	1	12	2
Part IV	18	17	44	35
Part V	89	119	161	275
<b>Total City Of Maple Plain</b>	<b>157</b>	<b>156</b>	<b>305</b>	<b>367</b>
<b>Grand Total Both Cities</b>	<b>458</b>	<b>416</b>	<b>990</b>	<b>861</b>
Agency Assists	24	19	47	36
<b>Total ICR Reports</b>	<b>482</b>	<b>435</b>	<b>1,037</b>	<b>897</b>
Mileage	9,794	9,252	20,856	20,154
<b>How Received</b>				
Fax	10	9	21	23
In Person	28	76	53	171
Mail	4	3	9	4
Other	4	2	6	4
Phone	27	42	61	80
Radio	167	166	344	348
Visual	215	137	489	267
Email	2	0	5	0
Lobby Walk In	25	0	49	0
<b>Total</b>	<b>482</b>	<b>435</b>	<b>1,037</b>	<b>897</b>

February 2015 Criminal Part I & II  
 City of Independence Grid #'s 3-5

<u>AGN</u>	<u>ICR</u>	<u>Title</u>	<u>Create Date</u>	<u>Grid #</u>	<u>Reported Date</u>	<u>MOC range</u>
WHPS	15000561	4th Degree DWI / Drugs - Possess over 1.4 grams Marijuana in Motor Vehicle	2/1/2015	3	2/1/2015	DA540
WHPS	15000656	4th Degree DWI	2/6/2015	3	2/6/2015	JGW01
WHPS	15000672	3rd Degree DWI & Child Endangerment	2/7/2015	3	2/7/2015	I2109
WHPS	15000974	Vandalism/ Damage to Private Property	2/26/2015	5	2/26/2015	P3119

February 2015 Criminal Part I & II  
 City of Maple Plain Grid # 1-2

<u>AGN</u>	<u>ICR</u>	<u>Title</u>	<u>Create Date</u>	<u>Grid #</u>	<u>Reported Date</u>	<u>MOC range</u>
WHPS	15000564	Drugs - Small Amount of Marijuana in Motor Vehicle	2/1/2015	2	2/1/2015	DA540
WHPS	15000565	Stolen Vehicle	2/1/2015	1	2/1/2015	VA022
WHPS	15000710	Vandalism/Damage to Public Property	2/9/2015	2	2/9/2015	P3129
WHPS	15000820	Vandalism/Damage to Public Property	2/16/2015	2	2/16/2015	P3129
WHPS	15000835	Driving After Canceled- Inimical to Public Safety	2/17/2015	2	2/17/2015	J2901
WHPS	15000844	Theft - \$500 or less Misdemeanor - Self Serve Gas - Drive Off No Pay	2/18/2015	2	2/18/2015	TW099
WHPS	15001019	2nd Degree DWI	2/28/2015	1	2/28/2015	JEW01



# DIRECTOR'S NEWS & NOTES

## WEST HENNEPIN PUBLIC SAFETY February 2015 Activity Report

### Year to Date Activity Report

In February 2015 West Hennepin Public Safety (WHPS) handled a total of 1037 incident complaints: 305 incidents in Maple Plain and 685 in Independence. This is an increase of 140 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:**

- February 1: Medical-DOA in the 5800 block of Koch Crossing in Independence. Officers responded to a medical of one unconscious and unresponsive. Officers performed CPR with the assistance of Loretto Fire and the LUCAS machine. Party was pronounced dead at the scene and the medical examiner released to body to the funeral home.
- February 1: DWI Arrest- County Road 90 and Hwy 12 in Independence. Officers received a call of a vehicle driving all over the road and almost hit a car head-on. Officers stopped the vehicle and discovered the driver was intoxicated. Driver was arrested and tested a .12 AC and was charged with 4<sup>th</sup> degree DWI.
- February 2: Agency Assist-Warrant Arrest- Assisted Wright County in Delano with a warrant arrest on a person WHPS was looking for on a stolen vehicle case. Information obtained which lead to a criminal complaint being issued by the Hennepin County Attorney's office.
- February 3: Medical-DOA in the 1500 block of Wyman Ave. in Maple Plain. Officers were called to Haven Homes regarding a medical. Upon arriving officers found the female patient not breathing and without a pulse. Female patient had a valid DNR (Do Not Resuscitate) order so officers did not perform any emergency first aid to assist. Party was pronounced dead at the scene and the medical examiner released to body to the funeral home.
- February 3: Welfare Check- 2200 block of County Road 90 in Independence. Female party was heavily intoxicated and was unable to care for herself. She was placed on a 72 hour health and welfare hold.

- February 5: Harassment- 5500 block of Pioneer Creek Drive in Maple Plain. Employer was having problems with a former employee harassing staff at the business. Harassment order was provided to the victim and suspect was advised to stay away.
- February 6: Attempted Burglary-6200 block of Hwy 12 in Independence. Person renting a storage locker had his lock cut off the door, but nothing was stolen at this time. Case under investigation.
- February 6: DWI Arrest-County Road 110 and County Road 6 in Independence. Driver tested a .16 AC at 7:45 p.m.
- February 7: Water Main Break- Hwy 12 and Maple Avenue in Maple Plain. Maple Plain Public works was contacted and water main break was later repaired.
- February 7: Narcotics Complaint- 5200 block of Manchester Drive in Maple Plain. Officers again responded to a complaint of someone smoking marijuana inside one of the apartments at Manchester Place Apartments. Case forwarded to West Metro Drug Task Force.
- February 7: DWI Arrest/Child Endangerment-County Road 110 and Anderson Estate Road in Independence. Male party was arrested for DWI and tested a .19 AC at 10:27 am with his 7 year old child in the vehicle.
- February 8: ATV Complaint-County Road 11 and Windmill Drive in Independence. 14 year old kid was doing donuts and tearing up the snowmobile trail in the area. Officer spoke with the parents and they will be handling the issue.
- February 9: Theft Report-Vinland Center in Independence. Male party advised about two months ago he was a patient at Vinland and he believes his phone was stolen while he was there. Unknown who took it and why he didn't report it two months ago.
- February 9: Vandalism Report-Rainbow Park warming house in Maple Plain. An unknown suspect used a marker to draw inappropriate pictures on the wall of the warming house. Case under investigations.
- February 15: Agency Assist Wright County- A Wright County Deputy requested assistance with a juvenile high on drugs that was violently resisting the officers. West Hennepin PSD assisted and the party was placed on a health and welfare hold and taken to the hospital.

- February 17: Narcotics/Weapons/Child Welfare Issue- 5000 block of County Road 6 in Independence. West Hennepin PSD officers learned of narcotics information at this residence involving weapons. Case forwarded to West Metro Drug Task Force and Hennepin County Child Protection.
- February 17: Driving After Cancelled Inimical to Public Safety-5700 block of Main Street West in Maple Plain. Local resident was seen driving his vehicle illegally while his driver's license was Cancelled-IPS. He was arrested and booked at WHPS for the violations.
- February 18: Gas Drive Off- Olson Market in Maple Plain. Male party pumped \$32.00 dollars' worth of gas and fled the area without paying. Owner followed the vehicle as it drove recklessly east on Hwy 12 at 80 plus miles per hour and passing dangerously. Officers spoke with the owner of the vehicle and he was cited for numerous theft/driving violations.
- February 18: Liquor License Renewals- City of Independence requested three background checks regarding renewal of liquor licenses for local businesses.
- February 22: Welfare Check- Vinland Center in Independence. Female party was unresponsive to staff and increasingly agitated to other patients. Her medication was recently switched which was causing most of the issues. She was transported to the hospital.
- February 23: Suspicious Activity- Maple Plain Park and Ride in Maple Plain. Officer found a vehicle running in the parking lot at 0015 hours. A female person was found sleeping in the vehicle as she had pulled over because she was tired on her drive home from work.
- February 24: Background Checks-Maple Plain Fire Department requested WHPS background two applicants who applied for a fire fighter position at Maple Plain Fire Department.
- February 25: Domestic-5600 block of West Main Street. Officers responded to investigate a domestic called in between a husband and his going through a divorce. They both got into an argument and could agree on their differences. Both parties calmed down and the female left for the evening.

- February 26: SWAT Deployment- 5800 block of Grandview Blvd. in Mound. A male suspect who had committed a felony assault against his girlfriend had barricaded himself in the home. The Lake Minnetonka SWAT team was called out and took over the scene. Entry was made into the home by the SWAT team and the suspect was taken into custody without incident. Officer Raskin from WHPS is a member of this team and responded to the call out.
- February 26: Domestic Assault Arrest- 1500 block of Howard Ave.in Maple Plain. Male suspect was arrested for assaulting his girlfriend and later charged with domestic assault.
- February 26: Identity Theft-5400 block of Lake Sarah Heights Drive in Independence. Resident discovered fraudulent activity on his Amazon Account after looking through his credit card statement. Incident was reported to Wells Fargo and Amazon and the account was closed. Case under investigation.
- February 27: Welfare Check-Vinland Center in Independence. Male patient was acting strange point his finger at patients pretending to shoot them and talking about things that don't make any sense. He was making other patients scared and felt he was going to harm someone. He was placed on a Health and Welfare hold and taken to HCMC.
- February 27: Dumping Complaint-2500 Providence Path in Independence. Resident noticed a person throwing trash out of her vehicle as it was parked in the area. Investigation learned a high school student had spilled a shake in her car as she was driving to school. She pulled over to clean it up and had nowhere to put all the dirty napkins so she thought it was best to throw them outside in her neighbor's yard. She never thought to return home (three houses away) to throw them away. Parents took care of the issue.
- February 28: Burning Complaint-9100 block of Hwy 12 in Independence. Resident was burning illegal materials without a burn permit. Fire was put out and the new resident was educated on the burn permit laws in Independence.
- February 28: DWI Arrest-5600 Pioneer Creek Drive in Maple Plain. Driver was stopped for numerous driving infractions at 5:50 pm. The driver said he had a "liquid lunch" today and had been drinking. He was arrested for DWI and tested a .23 AC in the afternoon.



Date: April 1, 2015  
To: Public Safety Commissioners  
City of Independence Council Members  
City of Maple Plain Council Members  
From: Director Gary Kroells, *GK*  
SUBJECT: MARCH 2015 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> E-mail: [westhennepin@westhennepin.com](mailto:westhennepin@westhennepin.com)

**Monthly Activity Report  
March 2015**

<b>Offense</b>	<b>This Month</b>	<b>Same Month Last Year</b>	<b>This Year To Date</b>	<b>Last Year To Date</b>
<b>City Of Independence</b>				
Criminal	2	4	14	14
Traffic	225	121	591	242
Part III	4	4	16	16
Part IV	26	29	95	129
Part V	154	122	380	373
<b>Total City of Independence</b>	<b>411</b>	<b>280</b>	<b>1,096</b>	<b>774</b>
<b>City Of Maple Plain</b>				
Criminal	2	5	13	10
Traffic	41	64	118	114
Part III	5	11	17	13
Part IV	30	17	74	52
Part V	115	154	276	429
<b>Total City Of Maple Plain</b>	<b>193</b>	<b>251</b>	<b>498</b>	<b>618</b>
<b>Grand Total Both Cities</b>	<b>604</b>	<b>531</b>	<b>1,594</b>	<b>1,392</b>
Agency Assists	46	28	93	64
<b>Total ICR Reports</b>	<b>650</b>	<b>559</b>	<b>1,687</b>	<b>1,456</b>
Mileage	12,798	10,458	33,654	30,612
<b>How Received</b>				
Fax	19	8	40	31
In Person	43	135	96	306
Mail	2	1	11	5
Other	2	5	8	9
Phone	46	59	107	139
Radio	169	136	513	484
Visual	313	215	802	482
Email	3	0	8	0
Lobby Walk In	53	0	102	0
<b>Total</b>	<b>650</b>	<b>559</b>	<b>1,687</b>	<b>1,456</b>

March 2015 Criminal Part I & II  
 City of Independence Grid #'s 3-5

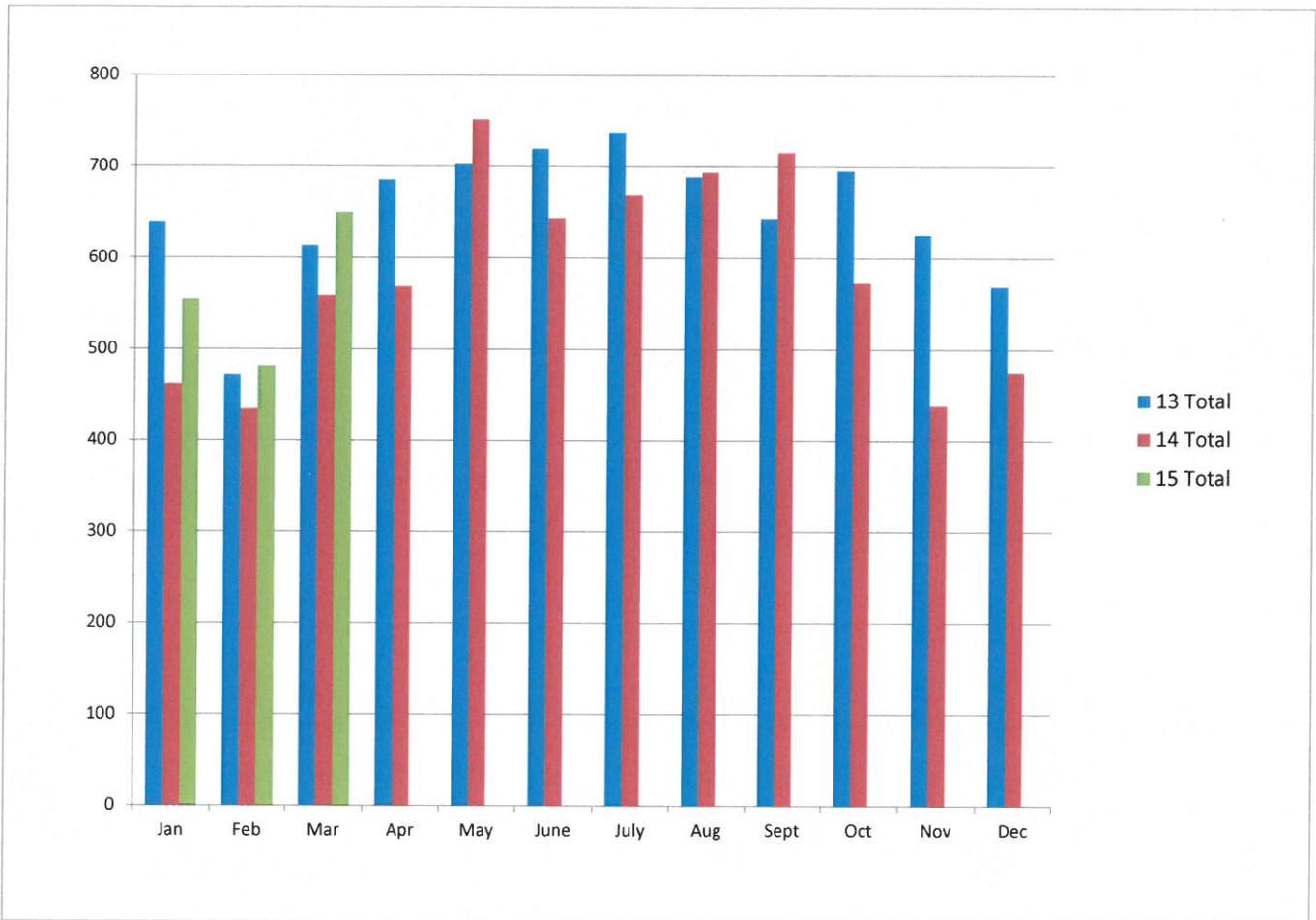
<a href="#">AGN</a>	<a href="#">ICR</a>	<a href="#">Title</a>	<a href="#">Create Date</a>	<a href="#">Grid #</a>	<a href="#">Reported Date</a>	<a href="#">MOC range</a>
WHPS	15001533	Theft From Auto	3/21/2015	3	3/21/2015	TM159
WHPS	15001392	Theft of eCig Device	3/16/2015	4	3/16/2015	TN019

March 2015 Criminal Part I & II  
 City of Maple Plain Grid # 1-2

<a href="#">AGN</a>	<a href="#">ICR</a>	<a href="#">Title</a>	<a href="#">Create Date</a>	<a href="#">Grid #</a>	<a href="#">Reported Date</a>	<a href="#">MOC range</a>
WHPS	15001321	Theft by Swindle	3/13/2015	2	3/13/2015	Q109D
WHPS	15001555	3rd Degree CSC	3/23/2015	2	3/23/2015	L5001

March 2015 Criminal Part I & II  
 Towards Zero Death Grant Shift

<a href="#">AGN</a>	<a href="#">ICR</a>	<a href="#">Title</a>	<a href="#">Create Date</a>	<a href="#">Grid #</a>	<a href="#">Reported Date</a>	<a href="#">MOC range</a>
WHPS	15001042	Minor Consumption of Alcohol in city of Maple Grove	3/1/2015	58	3/1/2015	M4140
WHPS	15001518	4th Degree DWI in city of Rogers	3/21/2015	68	3/20/2015	JGW01



# DIRECTOR'S NEWS & NOTES

## WEST HENNEPIN PUBLIC SAFETY

March 2015 Activity Report

### Year to Date Activity Report

In March 2015 West Hennepin Public Safety (WHPS) handled a total of 1,687 incident complaints: 498 incidents in Maple Plain and 1,096 in Independence. This is an increase of 231 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:**

- March 1: Personal Injury Accident- Co Rd 11 and Lake Haughey Road in Independence. Driver had struck a deer and was having chest pain from the crash. Driver was checked out by North Paramedics and later taken to the hospital.
- March 2: Agency Assist Wright County for Theft- Wright County Sheriff's Office reported a theft that had just occurred in Delano and the driver of the vehicle lives in Maple Plain. WHPS officer responded to the 5800 block of Maple Ridge Drive and learned the suspect was not home, he was at a business in Delano. Information given to Wright County.
- March 3: Barking Dog Complaint- Maple Terrace Apartment 1560 Howard Ave. in Maple Plain. WHPS officers handled numerous barking dog complaints from an apartment in this residence. Dog owner was issued a citation for a public nuisance and management advised. Ongoing issue with this resident.
- March 3: Order for Protection Service- 5600 block of Main Street West in Maple Plain. Officers served an order for protection document to a male party at this residence. Two other incidents reports due to OFP over the next two days as well.
- March 4: Fire Pager Returned- A resident in the 5800 block of West Main Street returned a fire pager belonging to Maple Plain Fire that was given to him. Returned to the MP Fire Department.
- March 5: Community Outreach- Rockford Elementary. A WHPS officer attended career day and spoke with the students at the request of the school.

- March 5: Felony Warrant Arrest- Vinland Center in Independence. A male party at the facility had a felony warrant for his arrest. WHPS officers arrived and took the person into custody. He was transported to Hennepin County Jail.
- March 5: Medical-Vinland Center in Independence. A male party was having a seizure and required medical assistance. WHPS and Loretto Fire assisted and he was transported to the hospital.
- March 7: Hit and Run Crash- 5200 block of Bryantwood Drive in Maple Plain. Victim walked out to his parked vehicle and noticed it was damaged from an unknown vehicle driving into it. Suspect vehicle left the area. Case under investigation.
- March 8: Grass Fire- 300 block of of County Road 110 in Independence. Party had a valid burn permit but the fire caused a small grassy area to burn. Maple Plain Fire extinguished the fire.
- March 9: Property Issue- Vinland Center in Independence. Staff at Vinland advised a large 8'x16' building was placed on their property and a male party was seen running from it onto the lake. Turned out the snowmobile trail association had placed this shelter on their property. Both parties were advised to work out the details.
- March 9: Narcotics Complaint- Maple Terrace Apartments 1560 Howard Ave. in Maple Plain. Party reported smelling marijuana on the second floor and having problems with other residents. Officers could not smell any marijuana and the resident was advised to contact management with her other issues with the building. Case sent to West Metro Drug Task Force.
- March 10: Civil standby OFP- 5600 block of West Main Street in Maple Plain. Female party requested police assistance with a standby as she wanted to retrieve property from her husband at their home. After an hour and a half WHPS finally left the female and her attorney to arrange another date and time to retrieve the property. Male party did not show up. Later that evening the male party called back saying his wife took things out of the home. WHPS officer advised it was a civil matter over property and to contact his attorney.
- March 11: Damage to Property- 5200 block of Independence Street in Maple Plain. A garbage truck ran over a cable pulling down a power line cutting power off to a business. Accident report completed and power company came to repair power line.

- March 11: Child Custody Issue- 1600 block of Marsh Ave in Maple Plain. Female mother failed to meet up with the father and drop off the child. Male party wanted a police report completed. Incident happened in Excelsior, but South Lake Police told the male party to report it to WHPS because that is where the mother is.
- March 12: Narcotics Complaint- Maple Terrace Apartment 1560 Howard Ave in Maple Plain. Smell of marijuana coming from the third floor of the apartment. WHPS was unable to determine where the smell was coming from. Case sent to West Metro Drug Task Force.
- March 13: Welfare Hold- 5200 block of Bryantwood Drive in Maple Plain. Male party was disorientated and barely responsive to WHPS Officers. He was heavily drinking alcohol and a breath sample was a .33 AC. Crisis hold was placed on this male party and he was taken to the hospital.
- March 13: Felony Theft- UFC Store in Maple Plain. Two male parties have been charging supplies under a local apartment building claiming they are building maintenance. WHPS investigators located both suspects, conducted search warrants in Delano and arrested them for theft.
- March 13: Disturbance- Maple Terrace Apartments 1560 Howard Ave in Maple Plain. Officers arrived to hear a woman screaming inside her apartment causing a public nuisance. She stated she was yelling at her dog to stop barking as WHPS officers have already issued her a citation for a barking dog. WHPS advised the woman to stop yelling and keep it down.
- March 14: Narcotics Complaint- Maple Terrace Apartment 1560 Howard Ave. in Maple Plain. Another complaint of a marijuana smell coming from the third floor. Officers could smell the faint odor of marijuana but were unable to determine where it was coming from. Case sent to West Metro Drug Task Force.
- March 14: Grass Fire- 5400 block of Lake Sarah Heights Drive in Independence. Loretto Fire arrived and put out the fire. Property owner had burned a pile of brush and left for the day. Wind picked up causing the fire to reignite and it started the grass on fire.
- March 14: Agency Assist Medina Police Felony Warrant- Assisted Medina Police on a felony warrant arrest the Detour Bar and Grill in Loretto. Male party took off running on foot and after a short foot chase he was taken into custody.

- March 16: Theft- Vinland Center in Independence. Male patient reported someone stole his E-Cig valued at \$220 dollars. Suspect located and charged with theft.
- March 16: Dog shot- 6800 block of Rachel Ridge Court in Independence. Animal owners discovered their dog was bleeding and took it to the vet. It was discovered the dog was shot with a rifle and the bullet was still in the dog's hip. Investigators conducted interviews and have been unable to determine who shot the dog at the time. Case pending further leads.
- March 16: Neighbor Trouble-Maple Terrace Apartments 1560 Howard Ave in Maple Plain. Several residents got into a verbal screaming match over who is causing the dog to bark and calling WHPS. Management advised of numerous issues at the apartment complex.
- March 17: Theft-4800 block of Bradford Street in Maple Plain. Resident advised over the past several months he has noticed someone is taking his propane tank from his grill and replacing it with an empty one. This has happened three times since December 2014.
- March 18: Vehicle Fire-County Road 6 and County Road 90. Officers arrived to find a stalled vehicle with a small amount of smoke coming from under the hood. It was learned the female driver of the vehicle pulled over when she noticed the smoke and called her husband. Her husband picked her up in another vehicle and took her to work instead of calling the fire department regarding the smoking vehicle. MP Fire took a report and the vehicle was towed.
- March 19: Birth of a child- 5400 block of Bryant Street in Maple Plain. Female party gave birth in her home with the assistance of a mid-wife and was having complications delivering the placenta. North ambulance took them to the hospital.
- March 19: Property Damage Crash/Wire Down- 9200 block of Co Rd 11 in Independence. Female party fell asleep while driving EB on Co Rd 11 and struck a utility pole. Wright Hennepin repaired the power pole and the vehicle was towed.
- March 20: Property Damage Crash- Four car crash on Hwy 12 at County Road 83 in Maple Plain. Traffic was slowing for the stop light and one vehicle rear-ended another causing a chain reaction. Driver who caused crash was issued a citation for failure to drive with due care.
- March 20: DWI Arrest- Towards Zero Death traffic enforcement detail in Rogers' jurisdiction. WHPS officer arrested a drunk driver and the test results was a .08 AC.

- March 21: Theft from a motor vehicle- 1700 block of County Road 90 in Independence. Owner dropped off his vehicle for repairs about two weeks ago and when he returned he found the doors unlocked. His stereo and speakers were stolen. Case pending further leads.
- March 22: Welfare Hold- Vinland Center in Independence. Male patient was having extreme mental issues and was placed on a crisis hold for his protection. North ambulance transported him to the hospital.
- March 22: Customer Trouble- Maple Plain Motel. Management was having problems with a long time customer paying for rent again. Management is tired of the rent being late so they called WHPS to ask the customer to pay rent and leave. WHPS did same and problem solved.
- March 22: Medical- Maple Terrace Apartments 1560 Howard Ave. Female patient was reporting she was having trouble breathing as there was a strong smell of marijuana coming from her bathroom. Officers did smell a strong odor of marijuana and it was believed to be coming from another apartment. Officers were unable to locate the source of the smell. Management was advised and female patient was taken to the hospital.
- March 23: Concern- Maple Terrace Apartments 1560 Howard Ave. Female patient called WHPS to complain about the smell of marijuana inside her apartment that caused her to go to the hospital the night before. Sgt. Denneson spoke at length with her to help resolve these issues. A meeting was set up for March 25 with the regional manager to discuss building issues. At this time WHPS officers cannot locate the source of the marijuana smoke and it is believed to be coming into her apartment from the duct work in the building.
- March 23: Felony Criminal Sexual Conduct- WHPS investigators spent many hours investigating a sexual assault case in the 1400 block of Rainbow Ave. Charges have been filed against the suspect.
- March 24: Agency Assist Wright County- Wright County Deputy was fighting with a suspect in the 300 block of Greenway Drive in Delano. WHPS officers arrived and the suspect was already in custody. Deputy did receive minor injuries due to the altercation.
- March 25: Community Meeting- Maple Terrace Apartments 1560 Howard Ave. in Maple Plain. Sgt. Denneson attended a meeting with all residents of this building led by the regional manager. Criminal violations vs. building policy violations were discussed and a plan was put in place to reduce the calls for service at this facility.

- March 26: Warrant Arrest- County Road 6 and Nelson Road in Independence. WHPS officer stopped a vehicle for speeding and the driver was found in possession of marijuana and had an outstanding warrant for his arrest.
- March 27: Medical- Vinland Center advised one patient was unresponsive and combative with staff. Officers arrived and patient was verbally combative and argumentative. North Ambulance took the patient to the hospital after he finally calmed down.
- March 28: Court Order Violation- Vinland Center in Independence. A patient who is court ordered to Vinland left the facility without permission. WHPS officers located the suspect in Apple Valley and he refused to return to Vinland. The suspect's case worker was called and he will make a determination on what they will do at a later time.
- March 29: Donation- Party dropped off a bag of new stuffed animals that were placed in WHPS squads for emergency situations involving kids.
- March 30: Welfare Check- Vinland Center in Independence. Male party was disorientated, was not making any sense and had defecated himself. He was placed on an emergency hold and taken to the hospital.



Agenda Information Memorandum  
April 27, 2015 - Maple Plain City Council

**9. OLD BUSINESS**  
**A. 5990 MAIN STREET WEST**

**ACTION TO BE CONSIDERED**

To give Staff direction as to possible additional drainage improvements at 5990 Main Street West.

**FACTS**

- 5990 Main Street West is the last property in Maple Plain on the north side of Main Street West before Independence.
- This is the transition property from the new urban section in Maple Plain to the existing rural section in Independence.
- The highpoint in the road is at 5974 Main Street West, the first property to the west of 5990 Main Street West, so drainage goes from east to west on their property. This is the same direction that drainage went before in the existing ditch.
- Curb and gutter was placed in front of their property, but due to the new street needing to match into the existing gravel roadway with a rural section in Independence, the curb was not able to be lowered enough to get all the yard drainage to the street.
- A new concrete culvert was placed at their driveway, and this culvert drains west to the existing CMP culvert at 6014 Main Street in Independence.
- The existing ditch had filled in with material over the years, covering up the invert of the existing CMP culvert. This material was removed as part of the City Project to match into the existing CMP culvert at 6014 Main Street.
- The property owner expressed concerns with being the only property in the City of Maple Plain on this project with a culvert still being needed under their driveway. There also was maintenance concerns expressed with the existing ditch to the west of their driveway.
- City Staff met with the property owner in the Fall of 2014 and discussed placing some landscape type rock between their culvert and the neighbor's culvert to reduce maintenance concerns.
- City Staff also discussed the concern on having a culvert still at their property, and the City Council provided a reduced assessment of \$1,540 to this property because of this concern.

- The property owner had some drainage concerns at the NW corner of their existing driveway and the new concrete apron this past winter that will be reviewed with the Contractor.
- In a meeting with the property owner in April 2015, they asked if the City could look into options to fill in the ditch on the east side of their driveway, eliminate the culvert under their driveway, and possibly eliminate the ditch between their property and 6014 Main Street in Independence. They feel they will still have maintenance concerns with the proposed landscape rock.
- The City Engineer could look into such drainage options as:
  - Building a small beehive catchbasin over the east end of their culvert, fill in material in the ditch on the east side of their driveway, and leave west side as is with landscape rock being placed as discussed last year to address maintenance concerns.
  - Same as above but also take some additional drainage shots to see if placing pipe between the two culverts of 5990 and 6014 and filling the ditch would be an option.

## **ATTACHMENTS**

Attached are pictures of the area before and after construction.



**Figure 1 - Preconstruction looking west at existing driveways**



Figure 2 - New driveway area looking west



Figure 3 - New driveway looking east



**Figure 4 - New driveway looking north**



Agenda Information Memorandum  
April 27, 2015 - Maple Plain City Council

**9. OLD BUSINESS  
B. RAVINE CULVERT**

**ACTION TO BE CONSIDERED**

To get direction for Council for a trash guard located at the ravine related to the Main Street West/Rainbow Avenue Project.

**FACTS**

- See attached.

**ATTACHMENTS**

Attached is memorandum from City Administrator Tessia Melvin.

# Memorandum

**To:** Mayor and City Council Members  
**From:** Tessia Melvin, City Administrator  
**Date:** April 27, 2015  
**Re:** Ravine Culvert

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## **BACKGROUND**

Last year the City completed the Main Street West and Rainbow Avenue project. In preparing our punchlist staff has noted that a trash guard will be placed at the ravine upstream, but not downstream. The Contractor is placing the one at the upstream to replace the old one; however, one was not placed at the downstream area. Staff is concerned that without both trash guards, it is a safety issue, as youth can easily access the culvert.

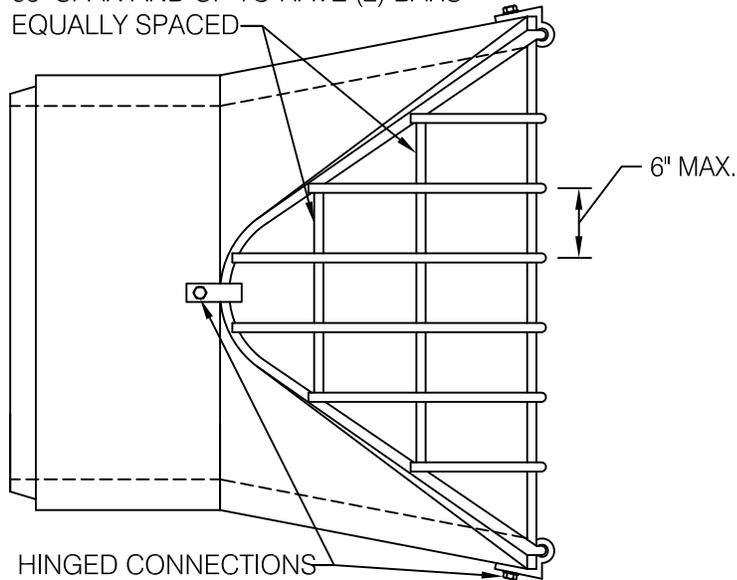


## **RECOMMENDATION**

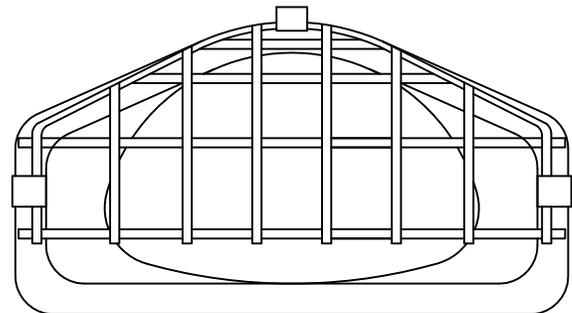
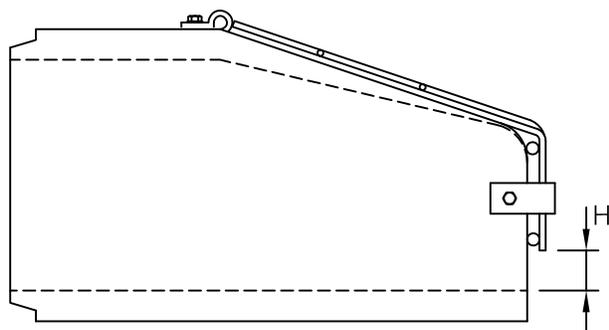
Staff is looking for Council direction. A trash guard would cost between \$1,500-\$3,000.

# TRASH GUARDS FOR ARCH PIPE FLARED END SECTIONS

ALL GUARDS TO HAVE (1) CROSS BAR,  
65" SPAN AND UP TO HAVE (2) BARS  
EQUALLY SPACED



ARCH	
PIPE SIZE	H
22"-29"	4"
36"-44"	5"
51"-65"	6"
73"-88"	7"



BAR SIZES							
STANDARD DESIGN				HEAVY DESIGN			
PIPE SIZE	HOLE DIA. REQ'D	BOLT DIA.	BAR SIZE	PIPE SIZE	HOLE DIA. REQ'D	BOLT DIA.	BAR SIZE
22"-29"	3/4"	5/8"	5/8"	22"	3/4"	5/8"	3/4"
36"-59"	7/8"	3/4"	3/4"	29"-51"	7/8"	3/4"	1"
65"-88"	1 1/8"	1"	1"	59"-88"	1 1/8"	1"	1 1/4"

BOLT LENGTH = PIPE WALL THICKNESS + 2 1/2"

Note:  
Hot dip galvanized per ASTM A153.



Agenda Information Memorandum  
April 27, 2015 - Maple Plain City Council

**10. NEW BUSINESS**  
**A. 5469 HIGHWAY 12 SEWER LATERAL**

**ACTION TO BE CONSIDERED**

To receive options for 5469 Highway 12 sanitary sewer service replacement and to present them to the property owner.

**FACTS**

- The City Engineer is proposing two options for the property owner at 5469 Highway 12.
  - Option 1: Pressure Sewer with grinder station that would connect west and then south to Main Street East.
  - Option 2: Replace existing gravity service that would continue to connect to service line on Spring Avenue.
- The City Code does not allow for the installation of a septic tank within city limits.

**ATTACHMENTS**

Attached is a section of the City Code, a memo from the City Planner, a cost estimate for the two options and a picture outlining the two options.

## Memorandum

To: City Council

From: Mark Kaltsas, City Planner

CC: Tessia Melvin, City Administrator

Date: April 27, 2015

Re: **5469 US HWY 12 – Sewer Connection**

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### ***Discussion:***

At the last City Council Meeting, staff was asked to review the concerns raised by the owner of the property located at 5469 US HWY 12. Staff has reviewed historical permit information, current sewer elevations and potential routing for a new sewer line. During the City's review of this issue, it was noted that no permit was found in the file for the current sewer service across the adjacent private property. It is understood that this line was installed many years ago and was not previously or currently considered public infrastructure.

The existing sewer line runs from the southeast corner of the building to the east and connects into the City's sewer line in Spring Avenue (see exhibit). The existing sewer line is a 4" gravity line. Based on the invert elevations of the sewer on Spring Avenue, the existing sewer is considered to be somewhat shallow.

Staff reviewed several alternative solutions which could be implemented to address/correct the current sewer issue. The City has not televised or viewed the private line and may not have all of the information required to make a determination of the current state of the existing line. The City has explored two options which would be available to the property owner to correct the current condition. Both options look at replacing the entire existing sewer line. It may be possible that the existing sewer line could be repaired, or a portion of the line replaced. Further exploration by the property owner would need to be done to determine the extent of the issue.

### **Option 1.**

Abandon the existing sewer line running to Spring Avenue and install a new sewer line along Pioneer Avenue to the manhole on Main Street E. This line would need to be a pressurized line as a result of the shallow main line located in Main Street E. In order to pressure the line, a grinder pump would need to be installed. The City has prepared an opinion of probable cost for this option. The opinion of probable cost is \$37,000. The sanitary sewer would have to be routed over the top of an existing storm sewer in the right of way. Having to maneuver around the existing storm sewer would also cause the depth of the pipe to be shallow.

**Option 2.**

Replace the existing 4" gravity sanitary sewer with a new 4" gravity sanitary sewer. The property owner would need to acquire the requisite easements from the adjoining property owner where the existing pipe is routed. There are several variables which could substantially change the cost of this option. The amount and type of restoration, determining if the entire existing pipe needs replacement and potentially adding insulation to the new pipe due to the shallow depth would all impact the cost of the project.

***Conclusion:***

The existing line is a private sanitary sewer line. The City does not have ownership or responsibility for the repair and or replacement of private sanitary sewer lines. The City could potentially initiate a public improvement project to run a new line along Pioneer Avenue to the subject property. Since there are no other properties along Pioneer Avenue, the only benefitting property would be the subject property. The cost for the sanitary sewer line project would be assessed to the subject property. The applicant has requested that the City allow an on-site septic system or holding tank on this property. Both of those systems are explicitly prohibited in the City of Maple Plain. Staff is seeking direction from the City Council relating to the findings in this memo and whether or not to take any additional action relating to the concerns of the property owner.



# SANITARY SEWER SERVICE REPLACEMENT

MAPLE PLAIN, MINNESOTA  
 5469 HWY 12 SANITARY SEWER SERVICE

FIGURE: 1



2335 Highway 36 W  
 St. Paul, MN 55113  
 www.stantec.com

**INDUSTRIAL WASTES.** The liquid wastes from industrial processes as distinct from sanitary sewage.

**PERSON.** Any individual, firm, company, association, society, corporation, or group.

**PUBLIC SEWER or CITY SEWER.** A sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

**SEWAGE.** A combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments.

**SEWER.** A pipe or conduit for carrying sewage.  
(Prior Code, § 46.02)

### § 52.03 SEWAGE DISPOSAL AND CONNECTIONS WITH SEWER.

(A) It shall be unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the city or in any area under its jurisdiction, any human or animal excrement, garbage, or other objectionable waste.

(B) It shall be unlawful for any person to discharge into any natural outlet within the city or in any area under its jurisdiction, any sanitary sewage, industrial wastes, or other polluted waters.

(C) Except as herein provided it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(D) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the city is hereby required at his or her expense to install suitable toilet facilities therein, and to connect the facilities directly with the proper public sewer in accordance with the provisions of this code within 90 days after date of official notice to do so. Until the connection, the owners of all houses, buildings, or properties for human occupancy, employment, recreation, or other purposes, situated and abutting shall comply with all codes and regulations applying to private septic systems and their use.

(E) The owner of all houses, buildings, or properties where cesspools and septic tanks have been in existence prior to the construction of the sanitary sewer, shall connect with the public sewer when the septic tanks and cesspools are in need of repairs, or reconstruction, or, in any event not later than 12 months after the sewer becomes available.

(Prior Code, § 46.03) Penalty, see § 10.99

City of Maple Plain  
Final Plat Approval Request for  
New Subdivision to be Known as the Meadows of Maple Plain

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<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Planner
<i>Meeting Date:</i>	April 27, 2015
<i>Applicant:</i>	Rose Creek Builders
<i>Owner:</i>	Rose Creek Builders
<i>Location:</i>	North of Highway 12 Between Boundary and Howard Avenues

***Request:***

Rose Creek Developers (Owner) requests that the City consider the following action for the property located near the intersection of Howard Avenue and Main Street East (PID No's. 25-118-24-11-0029, 25-118-24-11-0015):

- a. Final Plat

***Property/Site Information:***

The property is located north of Highway 12 and in between Boundary and Howard Avenues. The subject property is accessed via Boundary and Howard Avenues just off of Highway 12. The property is currently vacant open space. The property has the following characteristics:

Property Information: PID No's. 25-118-24-11-0029, 25-118-24-11-0015

Zoning: *MU-G Mixed Use - Gateway*

Comprehensive Plan: *Mixed Use*

Acreage: *3.31 Acres*

## Site Aerial



### *Discussion:*

The applicant is seeking final plat approval for an eighteen (18) lot subdivision to be known as the Meadows of Maple Plain. The proposed subdivision would create a new development of single-family lots across three existing properties. The City reviewed and approved the preliminary plat in June of 2014. The City has been working with the developer to finalize details pertaining to the final plat and associated development agreement. The City has prepared a development agreement to solidify key development criteria pertaining to the subdivision.

The key components of the proposed development are as follows:

1. The applicant is proposing to construct a new east west street and cul-de-sac to provide access into the development. The streets are proposed to be private and maintained by the homeowners association.
2. The utilities are proposed to be public and constructed in accordance with all applicable City standards. The utilities will be located within drainage and utility easements that will allow the City to maintain and service them as necessary and required.

- The applicant is proposing to develop a tot lot on Outlot C to satisfy the City's park dedication requirements. The proposed park has been reviewed and approved by the Park Commission and City Council. Based on the City's park dedication requirements, this development would be required to dedicate land or cash in lieu of land. The cash requirement for this development is further detailed as follows:

Cash Requirement

Cash per lot = \$3,750

Number of Lots = 18

**Total Cash = \$67,500**

Developer Proposed Park Contribution

Land = \$25,000

Infrastructure Improvements = \$31,400

Tot lot Improvements = \$35,000

**Total Contribution = \$91,400**

The Outlot will be deeded to the City as a part of the development agreement and final plat. The developer will install playground equipment as a part of their park dedication requirements. The proposed tot lot plans are required to be installed by the developer and included in the development agreement.

- Lot standards proposed for the development compare to the underlying zoning as follows:

	<u>Existing</u>	<u>Proposed</u>
<b>Minimum Lot Size:</b>	6,000 SF	4,500 SF
<b>Minimum Lot Width:</b>	100 feet	varies
<b>Front Yard Setback:</b>	5-10 feet	20 feet
<b>Side Yard:</b>	10 feet	5 feet
<b>Corner Side Yard:</b>	20 feet	20 feet
<b>Rear Yard:</b>	20 feet	15 feet
<b>Open Deck Setback:</b>	20 feet	10 feet

- The applicant is proposing to construct a 5 foot wide sidewalk along the length of the proposed Oak Street. This will provide pedestrian access to the new park from both Howard Avenue and Boundary Avenue.
- The proposed stormwater facility (basin and surrounding drainage area) will be maintained by the homeowners association. Minnehaha Creek Watershed District has required that the applicant enter into a storm water maintenance agreement covering the proposed stormwater facility. The stormwater maintenance agreement is also referenced in the development agreement.

7. The applicant has proposed to install four street lights within the development in accordance with the City's recommendations. The street lights will match those designated in the City's design guidelines.
8. The applicant is proposing a monument sign as a part of the proposed development. The proposed sign is located on Lot 9, Block 1. The final sign design and location will need to meet all applicable criteria of the City' sign ordinance. The applicant will need to submit final plans to the City for final review.

The final plat is in substantial compliance with the approved preliminary plat. The applicant has provided the City with revised plans which address the issues and comments identified during the preliminary plat review process. The final development agreement will be required to be executed by the developer following City Council approval. A requirement of the development agreement is that the developer shall provide a letter of credit and additional escrow relating to the public improvements and final review.

***Recommendation:***

Staff is seeking direction from the City Council pertaining to the request for final plat approval. Should the City Council approve the final plat and development agreement, the following findings and conditions should be required:

1. The proposed final plat meets all applicable conditions, criteria and restrictions stated in the City of Maple Plain Subdivision and Zoning Ordinance.
2. City Council approval of the final plat is subject to the following:
  - a) The Applicant shall address any remaining engineering and planning comments not yet completed.
  - b) The Applicant shall receive approval and comply with all applicable regulations and conditions prescribed by Minnehaha Creek Watershed District.
  - c) The Applicant shall enter into a development agreement with the City for this development.
  - d) The Applicant shall provide a letter of credit as established by the development agreement for all improvements associated with this development.
  - e) The Applicant shall execute the storm water maintenance agreement required by Minnehaha Creek Watershed District.
  - f) The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
3. Lot standards for the subdivision shall be as follows:

Required Setbacks

Minimum Lot Size:	4,500 SF
Minimum Lot Width:	Per plan
Front Yard Setback:	20 feet
Side Yard:	5 feet
Corner Side Yard:	20 feet
Rear Yard:	15 feet
Open Deck Setback:	10 feet*

\*Enclosed decks, patios or porches shall be required to meet the building setback

4. The Applicant shall pay for all costs associated with the City's review of the final plat.
5. The Applicant shall record the final plat and associated documents within 180 days of the date of City Council approval.

***Attachments:***

1. Subdivision Development Plans
2. Final Plat
3. Playground plan
4. Development Agreement

## DEVELOPER'S AGREEMENT

This Agreement entered into and effective as of the date of execution by and between **Rose Creek Builders, LLC**, a limited liability company under the laws of Minnesota (hereinafter referred to as "**Developer**"); and the **City of Maple Plain**, a municipal corporation under the laws of Minnesota (hereinafter referred to as "**City**").

### RECITALS

- A. Developer owns that certain property lying within the City of Maple Plain located near the intersection of Howard and Boundary Avenues and legally described as follows:

**See attached Exhibit A**, (hereinafter referred to as "Subject Property")

- B. Developer intends to develop Subject Property as the subdivision to be known as **Meadows of Maple Plain**, an eighteen (18) lot planned unit development (PUD) of single family residential units.
- C. On June 5, 2014 the Maple Plain Planning Commission considered the proposal of Developer and recommended approval of the subdivision, preliminary plat and rezoning of Subject Property to PUD; that on June 23, 2014 the Maple Plain City Council reviewed the development plan for Subject Property and recommended approval, with conditions.
- D. The City wants to ensure that Subject Property is developed in accordance with the conditions of approval and this Agreement is entered into for the purposes of setting forth and memorializing for the parties and subsequent owners the understanding and agreement of the parties concerning the development of Subject Property.

**NOW, THEREFORE**, it is hereby and herein mutually agreed, in consideration of each of the party's promises and covenants herein set forth, as follows:

#### 1) SUBDIVISION, PRELIMINARY PLAT APPROVAL.

Developer shall develop Subject Property in accordance with the approved subdivision and preliminary plat approval, reviewed by the Planning Commission on June 5, 2014 with recommendation to City Council; approval by the City Council on June 23, 2014.

#### 2) DEVELOPER REQUIREMENTS.

Developer will be required to complete the project in accordance with the approved resolution and conditions; Developer agrees to the terms and conditions of this Development Agreement and Developer shall develop this project under the terms and conditions of all regulations and ordinances of the City of Maple Plain.

3) **RESOLUTION NO. 2014-\_\_\_\_\_**

- a) Developer shall comply with the terms and conditions adopted by the Maple Plain City Council on June 23, 2014 as indicated in the above-referenced resolution.
- b) Developer shall proceed with its development in accordance with the following plans submitted to the City and dated \_\_\_\_\_:
  - Subdivision Development Plans
  - Preliminary Plat
  - Tree Preservation Plan
  - Tree Replacement Plan

4) **REQUIRED APPROVALS OF DEVELOPER.**

Developer is responsible to obtain permits and approvals from the following agencies and to comply with the following recommendations and conditions in the development of Subject Property:

- a) Minnehaha Creek Watershed District;
- b) Minnesota Pollution Control Agency;
- c) Minnesota Department of Transportation (MN/DOT);
- d) City Engineer's recommendations per report dated May 23, 2014 and July 9, 2014;
- e) Conditions placed upon development by Maple Plain City Council approval dated June 23, 2014.

5) **FINACIAL OBLIGATIONS.**

- a) Developer agrees to submit to the City a financial guarantee in the form of a Letter of Credit, satisfactory to the City Attorney, guaranteeing the work outlined on the attached Exhibit B:

**See attached Exhibit B**

- b) The Letter of Credit Template attached as **Exhibit C** is the format that Developer and its financial representative shall use when submitting the Letter of Credit to the City.
- c) The Developer may request that the City reduce the Letter of Credit as work is completed based upon recommendation by the city engineer and acceptance of the City Council.
- d) In lieu of park dedication, Developer shall develop a tot lot on Outlot C, plat of Meadows of Maple Plain, that the tot lot shall be deeded to the City following its development, approval and acceptance by the City.
- e) Developer agrees that its project shall be substantially completed by \_\_\_\_\_, 2014.

- f) In the event of default, the City shall give Developer a written notice requiring cure of said default within 30 days of receipt of the letter. Should Developer fail to cure the default, the City may cause the defaulted work to be completed and may use the Letter of Credit as payment for said work.
- g) Developer shall pay to the City all costs incurred by the City relating to the development of Subject Property, including administrative, legal, planning, engineering and staff charges. These charges shall be certified by the City to Developer as soon as they are established and must be paid immediately thereafter. The Developer shall, in addition to the Letter of Credit above-identified, submit a cash escrow estimated to cover the above City costs in the amount of:

1.	Engineering	\$ _____
2.	Legal	\$ _____
3.	Planning	\$ _____
4.	Administrative	\$ _____
Subtotal		\$ _____
<b>Rounded Escrow</b>		<b>\$ _____</b>

**6) INSURANCE REQUIREMENT OF DEVELOPMENT.**

Developer shall provide and maintain at all times during the construction of the Improvements until after acceptance of all Improvements:

- a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner’s Contractor’s Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer’s work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.
- b) Limits for bodily injury or death shall not be less than \$500,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- c) Worker’s compensation insurance, with statutory coverage, if applicable.
- d) Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. The City shall be named as an Additional Insured on the Certificate. The Certificate shall be modified to bear the following wording:

“Should any of the above policies be canceled before the expiration date thereof, the issuing company shall give thirty (30) days written notice of cancellation to the Certificate Holder.”

Developer shall be responsible for providing the above language to its insurer.

**7) EROSION CONTROL.**

Developer shall be responsible for compliance with an approved erosion control plan during development; that the erosion control plan must be approved by Public Works and Engineering. Then Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 72 hours from the time of the telephone notice. If work is not commenced within 72 hours of said telephone notice, City will proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not, within the stated time period, respond to said unsatisfactory condition, City has the right to enter upon the property and correct said condition. City shall be entitled to all of its costs and expenses including, but not limited to legal, fiscal and engineering. City may draw on Developer's financial escrow and Letter of Credit.

**8) MAINTENANC BY DEVELOPER, PUBLIC PROPERTY.**

Developer agrees to assume full financial responsibility for any damage which may occur to public property with the development of Subject Property, including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility system including, but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of said site by the Developer, its contractors or subcontractors or assigns. The Developer further agrees to pay all costs required to repair the streets and/or utility systems damages or cluttered with debris when occurring as a direct or indirect result of the construction that takes place by said Developer, its contractors or subcontractors or assigns. In the event the Developer fails to maintain or repair the damaged public property referred to aforesaid, after first receiving 72 hours written notice of the nature of the default or damage, the City may undertake making or causing it to be repaired or maintained. When the City undertakes such repair, the Letter of Credit shall be responsible for reimbursing the City therefore.

**9) STREET CLEANING.**

The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the site not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours verbal notice to the Developer, the City may complete or contract to complete the clean-up at the Developer's expense. The City may draw down on the escrow and payment agreement, Letter of Credit or cash deposit to pay such costs.

**10) MISCELLANEOUS.**

**a) Hold Harmless.**

Developer, by execution of the Agreement, agrees to hold the City harmless, and agrees to indemnify the City for any costs or damages, including legal, engineering or administrative fees, that may arise as a result of the above-mentioned quiet title action.

**b) Approval of Homeowner's Association Documents.**

The City Attorney shall approve the homeowner's association documents submitted by Developer.

**c) Headings.**

Headings at the beginning of paragraphs hereof are for convenience or reference, shall not be considered a part of the text of this agreement, and shall not influence its construction.

**d) Effect.**

The obligations of Developer and Developer to City under this agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement.

**e) Successors and Assigns.**

This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Developer and the Developer and the covenants and the undertakings of the parties herein contained shall be binding upon the Developer, the Developer and their successors and assigns.

**f) Warranty.**

Developer shall warranty all public work required of its project for 2 years following acceptance of the work by the City. The Letter of Credit required herein shall be kept in force, following acceptance, provided that Developer may substitute a maintenance bond in the amount of 25% of the original construction cost for the Letter of Credit.

**11) ATTORNEYS' FEES.**

In the event a suit or action is brought to enforce the terms of this Agreement or in the event an action is brought upon a bond or letter of credit furnished by the Developer as provided herein, the Developer or the Developer, if determined to be the unsuccessful party in such suit or action, in addition to all other sums that the Developer or the Developer may be required to pay, shall be required to pay all costs of court and a reasonable sum for the City's attorney's fees.

**12) NOTIFICATION INFORMATION.**

Any notices, request or other communications required or permitted to be given hereunder (unless specifically authorized to be by telephone) shall be in writing and shall be delivered by a widely recognized national overnight courier service (subject to a written confirmation thereof) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below:

City: City of Maple Plain  
1620 Maple Avenue  
Maple Plain, MN 55359-0097  
ATTN: City Administrator

Developer: Rose Creek Builders, LLC  
12955 Highway 55  
Plymouth, MN 55441

**13) SEVERABILITY.**

In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

**14) AMENDMENT OF AGREEMENT.**

This Agreement represents the entire agreement of the parties and supersedes any prior Development Agreement regarding the Developer Parcel and the Developer Parcel may not be amended except in writing and executed by all parties.

**15) AGREEMENT EFFECT.**

This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

*(Signatures to begin on the following page)*





**EXHIBIT A**

(Development Agreement – Rose Creek Builders, LLC)

**Parcel 1**

Lot 1, Block 1, K—BID ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota

**Parcel 2**

That part of the Northeast Quarter of the Northeast Quarter, Section 25, Township 118 North, Range 24 West of the 5<sup>th</sup> Principal Meridian, which lies south of the North 181.5 feet of said Northeast Quarter of the Northeast Quarter, described as follows:

Commencing at the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence South along the west line of said northeast Quarter of the Northeast Quarter, a distance of 363 feet; thence East, parallel with the north line of said Northeast Quarter of the Northeast Quarter a distance of 132 feet; thence North, parallel with said west line a distance of 363 feet to said north line; thence West along said north line a distance of 132 feet to the point of beginning.

**Parcel 3**

That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 118 North, Range 24 West of the 5<sup>th</sup> Principal Meridian described as follows:

Commencing at the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence North 89 degrees 48 minutes 04 seconds East, assumed bearing, along the north line of said Northeast Quarter of the Northeast Quarter a distance of 218.10 feet to the west line of Howard Avenue as described as an easement in Document No. 4772453; thence South 0 degrees 10 minutes 01 seconds West, along said west line a distances of 173.00 feet to the point of beginning of the land to be described; thence South 0 degrees 10 minutes 1 second West, continuing along said west line a distance of 8.11 feet; thence southeasterly continuing along said west line a distance of 109.47 feet along a tangential curve, concave to the east, having a radius of 221.06 feet, and a central angle of 28 degrees 22 minutes 26 seconds; thence southerly continuing along said west line a distances of 69.12 feet along a reverse curve concave to the west having a radius of 161.06 feet, and a central angle of 24 degrees 35 minutes 24 seconds; thence South 86 degrees 23 minutes 24 seconds West a distance of 19.69 feet to a line parallel and 50 feet west of the center line of said Howard Avenue; thence South 0 degrees 10 minutes 1 second West, along said parallel line a distance of 42.47 feet to a line parallel and 396 feet south of said north line of the Northeast Quarter of the Northeast Quarter; thence South 89 degrees 48 minutes 04 seconds West, along the last described parallel line a distance of 112.00 feet to the east line of the west 132 feet of said Northeast Quarter of the Northeast Quarter; thence North 0 degrees 10 minutes 1 second East, along the said east line a distance of 223.00 feet to a line drawn parallel with said north line of the Northeast Quarter of the Northeast Quarter through said point of beginning; thence North 89 degrees 48 minutes 04 seconds East along the last described parallel line a distance of 86.10 feet to said point of beginning.

Hennepin County, Minnesota

**EXHIBIT B**  
(Development Agreement -- Rose Creek Builders, LLC)

**Meadows of Maple Plain  
Letter of Credit Calculation  
Maple Plain, Minnesota  
Our File No. 193802890**

Item	Construction	Construction x 1.25	Letter of Credit
<b>Part 1 - Grading</b>			
Site Grading, Pond Grading, & Erosion Control	\$107,471.60	\$134,339.50	\$134,339.50
Total - Part 1			\$134,339.50
Rounded - Total - Part 1			\$134,300.00
<b>Part 2 - Street and Utility</b>			
Sanitary Sewer	82,593.00	103,241.25	\$103,241.25
Water main	105,020.00	131,275.00	131,275.00
Storm Sewer (3)	66,100.00	82,625.00	82,625.00
Streets	130,425.00	163,031.25	163,031.25
Landscape	27,320.00	34,150.00	34,150.00
Street Signs (1)	600.00	750.00	750.00
Street Lights (2)	28,000.00	N/A	28,000.00
Total - Part 2	\$440,058.00		\$543,072.50
Rounded - Total - Part 2			\$543,100.00
<b>SUBTOTAL = ROUNDED PART 1 + ROUNDED PART 2</b>			
	\$547,529.60		<b>\$677,400.00</b>

Note(s):

- (1) Assume 3 signs x \$200 per sign
- (2) No estimate from Xcel. Assume 4 lights at \$7000 per light = \$28,000.

**EXHIBIT C**  
(Development Agreement – Rose Creek Builders, LLC)

**IRREVOCABLE LETTER OF CREDIT TEMPLATE**

To: City of Maple Plain  
Attn: City Administrator  
1620 Maple Avenue  
Maple Plain, MN 55359

Dear Sir or Madam:

We hereby issue, for the account of \_\_\_\_\_, and in your favor, our irrevocable letter of credit in the amount of \$ \_\_\_\_\_, for the purpose of \_\_\_\_\_ available to you by your draft drawn on sight on the undersigned financial institution.

To draw on the Letter of Credit, the draft letter must:

- a. Bear the clause, “drawn under the Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 2\_\_\_\_, of (Name of Bank); \_\_\_\_\_
- b. Be signed by the Mayor or City Administrator of the City of Maple Plain.
- c. Be presented for payment at \_\_\_\_\_, on or before the expiration date of the letter of credit.
- d. Reason for the draw and the cost to be drawn against the letter of credit.

**THE FOLLOWING STATEMENT MUST BE INCLUDED ON ALL LETTERS OF CREDIT SUBMITTED TO THE CITY OF MAPLE PLAIN:**

This Letter of Credit shall automatically renew for successive one year terms unless, at least forty-five (45) days prior to the next annual renewal date the financial institution delivers written notice to the City of Maple Plain Administrator that it intends to modify the terms of, or cancel, this letter of credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City of Maple Plain, Attn: City Administrator, Maple Plain City Hall, 1620 Maple Avenue, Maple Plain, MN 55359, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation of Letter of Credit.  
More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform  
Customs and Practice for Documentary Credits, International Chamber of Commerce  
Publication No. 500.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit  
shall be duly honored upon presentation.

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Its

\_\_\_\_\_  
Printed Name of Signator



RESOLUTION NO. 15-0427-1

A RESOLUTION APPROVING THE FINAL PLAT  
AS REQUESTED BY ROSE CREEK BUILDERS  
TO BE KNOWN AS THE MEADOWS OF MAPLE PLAIN

WHEREAS, the City of Maple Plain (the “City”) is a municipal corporation under the laws of Minnesota; and

WHEREAS, the City adopted a comprehensive plan in 2008 to guide the development of the community; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to assist in implementing the comprehensive plan; and

WHEREAS, Rose Creek Builders (the “Applicant”) submitted a final plat for the property identified as (PID No’s. 25-118-24-11-0029, 25-118-24-11-0015) (the “Property”); and

WHEREAS, the Property is zoned Mixed Use – Gateway (MU-G); and

WHEREAS, the final plat is in substantial compliance with the approved preliminary plat; and

WHEREAS the requested final plat meets all requirements, standards and specifications of the City of Maple Plain zoning and subdivision ordinance for property zoned Mixed Use - Gateway; and

WHEREAS, the City Council has reviewed all materials submitted by the Applicant; considered the oral and written testimony offered by the applicant and all interested parties; and has now concluded that the application is in compliance with all applicable standards and can be considered for approval.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN, MINNESOTA, that it should and hereby does approve the application by Rose Creek Builders for final plat of THE MEADOWS OF MAPLE PLAIN subdivision per the City’s subdivision and zoning regulations with the following conditions:

1. The proposed final plat meets all applicable conditions, criteria and restrictions stated in the City of Maple Plain Subdivision and Zoning Ordinance.
2. City Council approval of the final plat is subject to the following:
  - a) The Applicant shall address any remaining engineering and planning comments not yet completed.
  - b) The Applicant shall receive approval and comply with all applicable regulations and conditions prescribed by Minnehaha Creek Watershed District.

- c) The Applicant shall enter into a development agreement with the City for this development.
  - d) The Applicant shall provide a letter of credit as established by the development agreement for all improvements associated with this development.
  - e) The Applicant shall execute the storm water maintenance agreement required by Minnehaha Creek Watershed District.
  - f) The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
3. Lot standards for the subdivision shall be as follows:

Required Setbacks

- Minimum Lot Size:** 4,500 SF
- Minimum Lot Width:** Per plan
- Front Yard Setback:** 20 feet
- Side Yard:** 5 feet
- Corner Side Yard:** 20 feet
- Rear Yard:** 15 feet
- Open Deck Setback:** 10 feet\*

\*Enclosed decks, patios or porches shall be required to meet the principal building setback

- 4. The Applicant shall pay for all costs associated with the City's review of the final plat.
- 5. The Applicant shall record the final plat and associated documents within 180 days of the date of City Council approval.

This resolution was adopted by the City Council of the City of Maple Plain on this 27<sup>th</sup> day of April, 2015, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

\_\_\_\_\_  
Jerry Young, Mayor

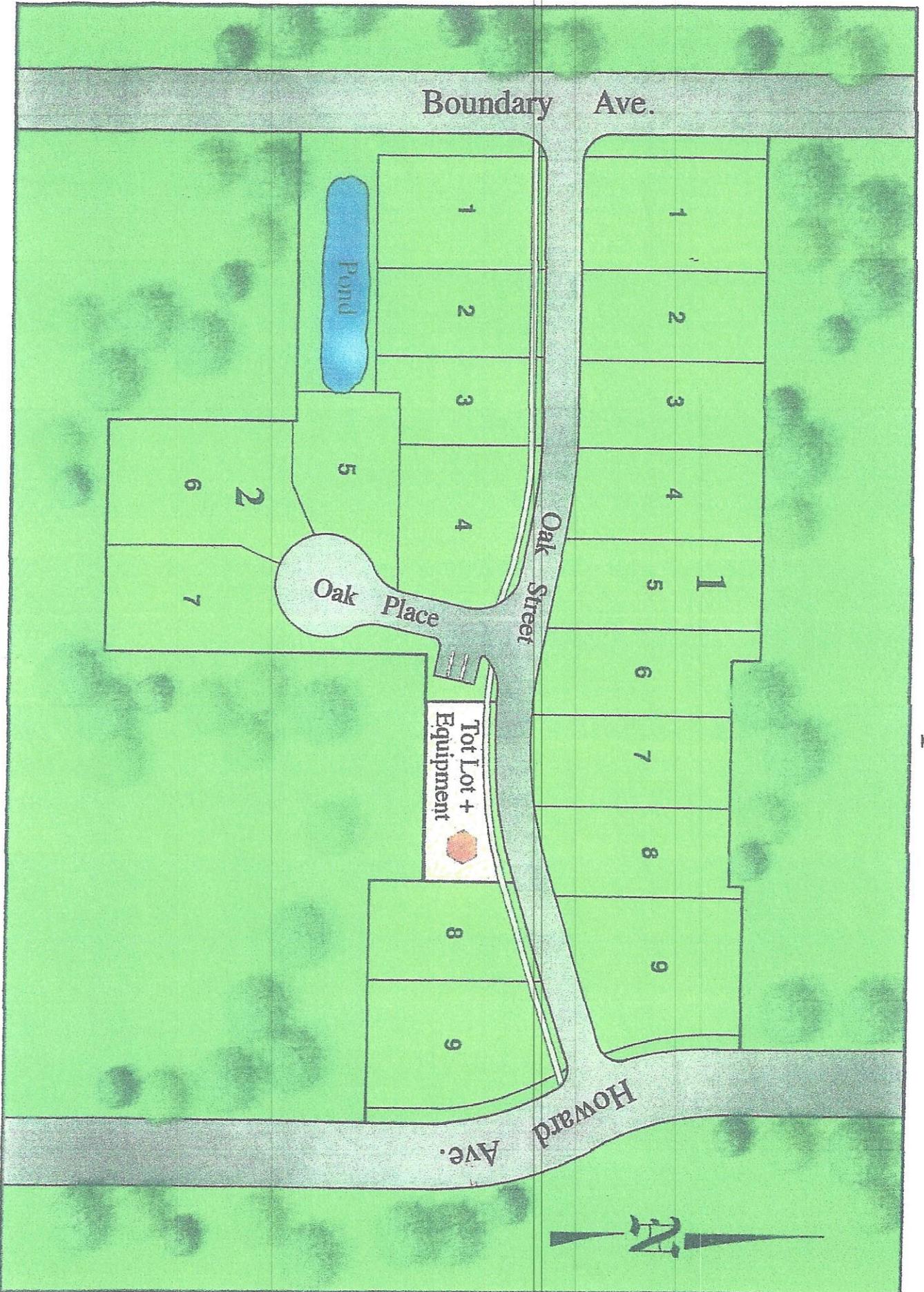
ATTEST:

\_\_\_\_\_  
Tessia Melvin, City Administrator

(SEAL)

RES. NO. \_\_\_\_\_  
Final Plat - The Meadows Subdivision

# Meadows of Maple Plain



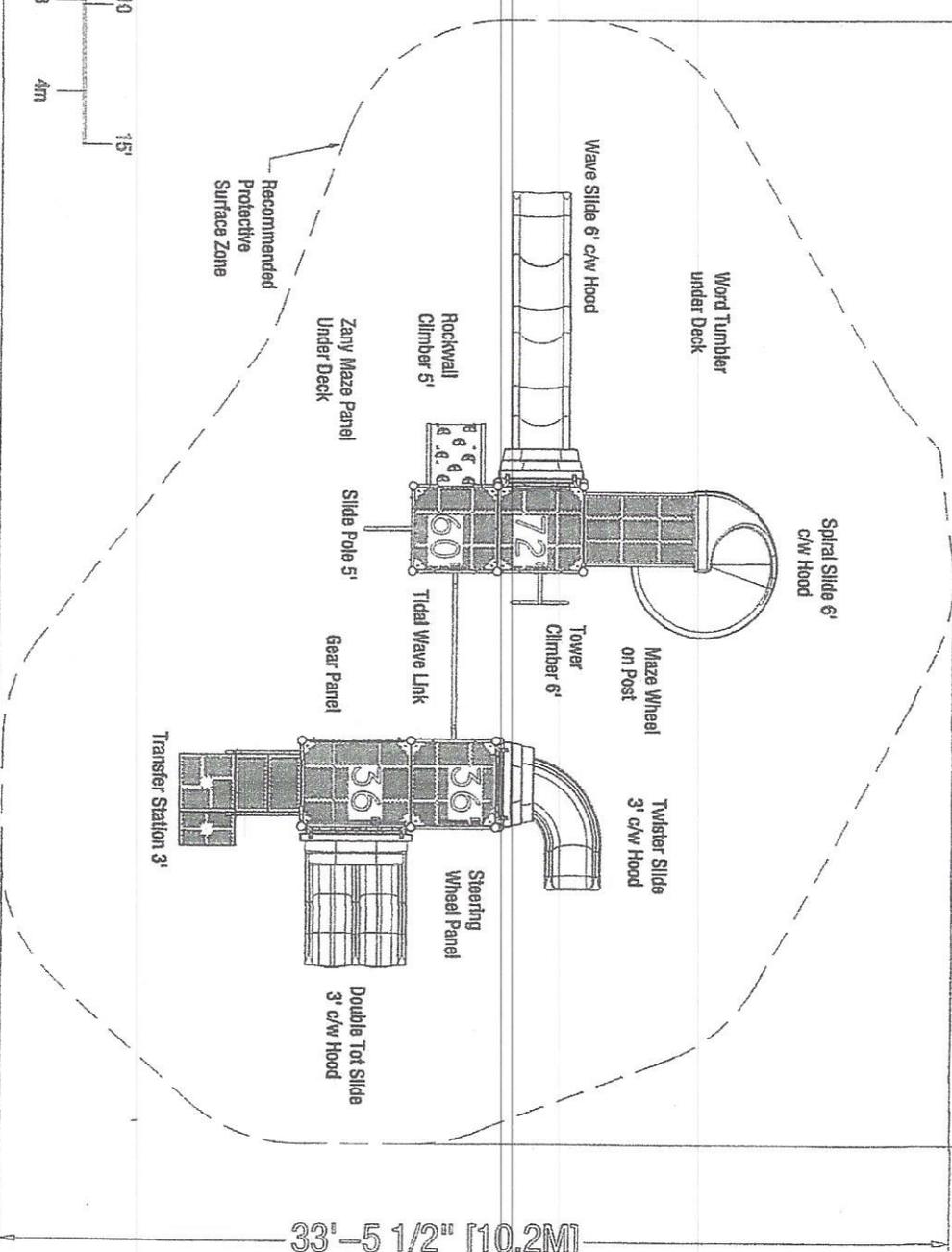
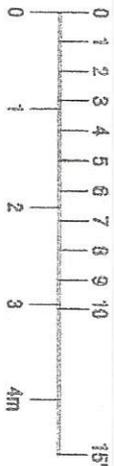




# Oak Place

39'-7 1/2" [12.1M]

# SITE PLAN



33'-5 1/2" [10.2M]

# Oak Street

**Model No. B301579R0**

Rose Creek Builders  
Maple Plain

**NOTES:**

Perimeter = 12" black edging perimeter.  
Inside perimeter, ADA wood fiber/resilient surfacing (about 1360 sq.ft surface)  
ADA ramp (12') included but not shown.

Henderson Recreation Equipment Ltd.  
PO Box 681, 11 Gibsonton Drive  
Simcoe, ON, Canada, N3Y 4K6  
T: 1.800.265.5482  
F: 519.426.9300  
www.hendersonplay.ca

Salesperson | A.C.  
Drawn By | H.K.  
Date Drawn | June 13, 2014  
Revised By |  
Revision Date |

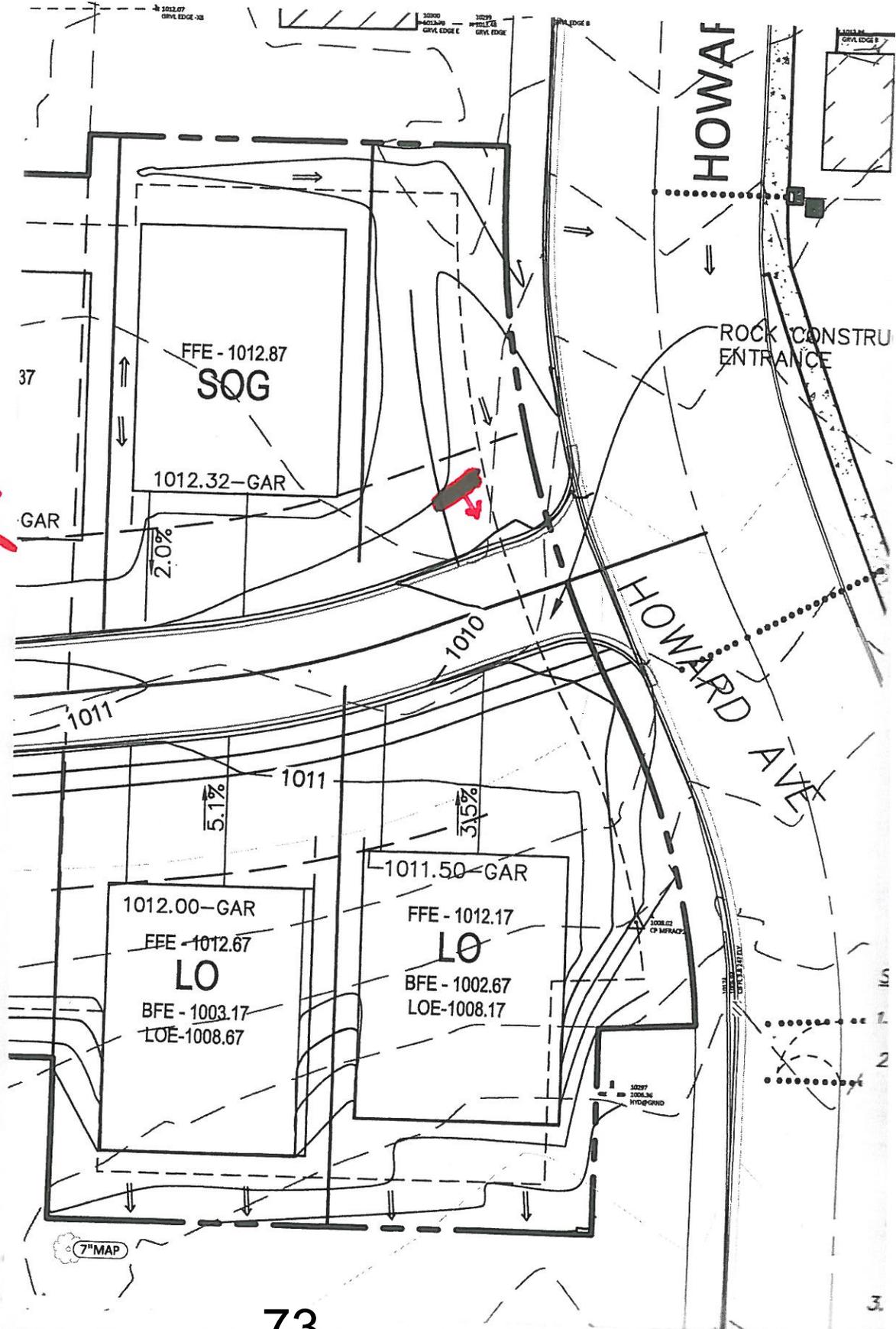
Product Line | Projected RT  
Standard Compliance | ASTM F 1487, CPSC  
Best User Age | 5 to 12 yrs.  
Protective Surfacing Type | Wood Chips  
Accessibility | Yes

Border Area | 915 sq.ft.  
Border Perimeter | 114'  
Installation Type | In-ground 4"  
WARNING: All play equipment shall have a protective surfacing zone that extends at an outside height and depth to the perimeter of the equipment and the equipment itself. This shall be in accordance with the CANADA CSA A515.11 and the U.S. Consumer Product Safety Commission.



*Sign -  
Monument  
Location*

*Sign  
Facing  
Front*  
↓





Agenda Information Memorandum  
April 27, 2015 - Maple Plain City Council

**10. NEW BUSINESS**  
**C. HIGHWAY 12 ELECTRONIC SIGN**

**ACTION TO BE CONSIDERED**

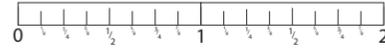
To receive an update on the Highway 12 electronic sign.

**FACTS**

- The City has been looking at replacing the current fire department sign, located on Highway 12, with a new electronic sign.
- The company, Scenic Sign Corporation, is proposing the attached sign with three options for color:
  - Option 1: Monochrome Red or Amber - \$49,895.00
  - Option 2: 19 mm full color - \$55,335.00
  - Option 3: 16mm full color (highest resolution) - \$61,495.00

**ATTACHMENTS**

Attached is a drawing and pricing for the electronic sign.



**ELECTRICAL:** THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUND AND BONDING OF THE SIGN.



AFTER - SCALE: 1/4" = 1'-0"



BEFORE - SCALE: NTS



NOTES: FABRICATE AND INSTALL NEW MONUMENT SIGN.

SALESMAN: DARYL KIRT      DATE: 4/17/15  
 LOCATION: MAPLE PLAIN, MN  
 SCALE: SEE ABOVE      SQ FT:



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

## Proposal #: 15129

Proposal Date: 04/23/15  
 Customer #: CRM005718  
 Page: 1 of 3

SOLD TO:	JOB LOCATION:
CITY OF MAPLE PLAIN 5050 INDEPENDENCE ST MAPLE PLAIN MN 55359	CITY OF MAPLE PLAIN 5050 INDEPENDENCE ST MAPLE PLAIN MN 55359  REQUESTED BY: TESSIA

SCENIC SIGN CORPORATION (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #9467 WATCHFIRE MODEL 64X128, 19MM MONOCHROME DOUBLE SIDED LED DISPLAYS WITH WIRELESS REMOTE CONTROL, TEMPERATURE SENSOR, IGNITE SOFTWARE, INSTALLED INTO MONUMENT SIGN AND TRAINING INCLUDED. SQUARE TUBE CABINET,ALUMINUM SKIN,1/2" PUSH-THRU ACRYLIC LETTERS, SUB COPY BLACK VINYL.REMOVE OLD SIGN. EMC SIZE: 4'5" X 8'3"	\$49,895.00	\$49,895.00
1	QUOTE #9468 WATCHFIRE MODEL 64X128, 19MM FULL COLOR DOUBLE SIDED LED DISPLAYS WITH WIRELESS REMOTE CONTROL, TEMPERATURE SENSOR, IGNITE SOFTWARE, INSTALLED INTO MONUMENT SIGN AND TRAINING INCLUDED. SQUARE TUBE CABINET,ALUMINUM SKIN,1/2" PUSH-THRU ACRYLIC LETTERS, SUB COPY BLACK VINYL.REMOVE OLD SIGN. EMC SIZE: 4'5" X 8'3"	\$55,335.00	\$55,335.00
1	QUOTE #9476 WATCHFIRE MODEL 72X144, 16MM FULL COLOR DOUBLE SIDED LED DISPLAYS WITH WIRELESS REMOTE CONTROL, TEMPERATURE SENSOR, IGNITE SOFTWARE, INSTALLED INTO MONUMENT SIGN AND TRAINING INCLUDED. SQUARE TUBE CABINET,ALUMINUM SKIN,1/2" PUSH-THRU ACRYLIC LETTERS, SUB COPY BLACK VINYL.REMOVE OLD SIGN. EMC SIZE: 4'5" X 8'3"	\$61,495.00	\$61,495.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER.

**THIS PRICE DOES NOT INCLUDE PRIMARY ELECTRICAL SUPPLY AND CONNECTION. PERMIT AND ENGINEERING FEES AS REQUIRED BY GOVERNMENT WILL BE ADDED AT ACTUAL COST PLUS PROCUREMENT FEE. STATE SALES TAX IS INCLUDED UNLESS SPECIFICALLY STATED OTHERWISE.**

**A FEE FOR DISPOSAL OF HAZARDOUS WASTE CONTAINED IN SIGNS AND MATERIALS REMOVED FROM CUSTOMER'S PROPERTY WILL BE ADDED TO THE FINAL INVOICE.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

**Proposal #: 15129**

**Proposal Date:** 04/23/15  
**Customer #:** CRM005718  
**Page:** 2 of 3

## TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Company shall not be responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for defects caused thereby.
2. A. The company agrees to secure all necessary governmental permits. The purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of this display and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the display or by reason of it being on or attached to the premises. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the display.
2. B. All necessary electrical wiring, outlets and connections to the display from the building meter and/or fuse panel will be properly fused and installed, at the expense of the Purchaser.
2. C. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED; ADDITIONAL CHARGES WILL BE INCURRED IF THESE CONDITIONS EXIST.
2. D. ALL PRIVATE UNDERGROUND UTILITIES IN THE AREA OF EXCAVATION ARE TO BE MARKED BY THE CUSTOMER, AT THEIR EXPENSE, PRIOR TO EXCAVATION. SCENIC SIGN CORPORATION SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES RELATED TO THE STRIKING OF ANY UNMARKED PRIVATE UTILITIES, OR DAMAGES TO ANY PERSON, BUSINESS OR PROPERTY AS A RESULT OF THIS EXCAVATION, INCLUDING BUT NOT LIMITED TO ELECTRICAL, IRRIGATION, GAS, SURVEILLANCE OR ANY OTHER UNDERGROUND UTILITY.
3. Company warrants the display against defective workmanship in construction and assembly for one (1) year from date of shipment or installation, if installation is made by Company. Additionally, Company will replace defective components manufactured by others for one (1) year from date of shipment or installation by Company, unless specifically stated otherwise, for normal labor and travel charges only. Any part found by Company to be defective due to faulty workmanship or materials, if returned prepaid, within the warranty period, will be repaired or replaced f.o.b. point of production. Company shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there is any circumstance on which a claim might be based, Company must be informed immediately or the provisions of this warranty are voided.
4. Any items not shipped or installed on or before 60 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice per above items. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the display commencing at the end of said 60-day period. Company, at its option, may invoice each item called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for that portion of the work completed during any given month. Under no condition, will any item be held beyond 60 days after completion. In the event that size and weight of any item prohibits storage by Company on its own property, Purchaser must make arrangements for shipments immediately upon completion.
5. Payment for items purchased under the terms of the contract will be made on receipt of invoices submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge on past due amounts from the times they are due, thirty (30) days from invoice date, at the rate of one and one half percent (1½%) per month. In the event this contract is placed for collection or if collected by suit or through any Court, reasonable attorneys' fees shall be added.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

**PROPOSAL**  
**Proposal #: 15129**

**Proposal Date:** 04/23/15  
**Customer #:** CRM005718  
**Page:** 3 of 3

6. All applicable taxes payable under the laws of the State of Minnesota are included in the price quoted. Taxes due in other states may be additional as noted in the specifications section of this document.

7. Company will not be responsible for delays in shipments caused by delays created by supplies or transportation services or by labor disputes or due to any other circumstances beyond its control.

8. Title to all unincorporated materials and property covered by this contract shall remain in and be the property of the Company until the purchase price is paid in full. The Company reserves the right to enter any job site and reclaim all materials or property used or intended to be used in this construction of said equipment in the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable in accordance with terms of this contract. The Company retains a security interest in the materials and equipment whether or not incorporated into a project or realty until the Company has been paid in full, notwithstanding the manner in which the personal property has been annexed or attached to the realty. The Purchaser agrees to execute appropriate Commercial Code forms to provide to the Company a Perfected security interest.

9. It is agreed that this contract shall be construed according to the laws of the State of Minnesota.

10. When this contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such agreement or understanding, if any, is specifically incorporated here by reference.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_