

**AGENDA**  
**MAPLE PLAIN CITY COUNCIL – REGULAR MEETING**  
**MAPLE PLAIN CITY HALL**  
**Monday, August 10, 2015**  
**6:30 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. CONSENT AGENDA**
  - A. Accounts Payable
  - B. Acceptance of Gambling Permit
  - C. American Legion Temporary Alcohol Application and License Fee Waiver
  - D. Acceptance of Donations for Step To It Program
  - E. Acceptance of Donations from Westonka JCs
  - F. Acceptance of Donations from Maple Plain Town Teams.
- 5. PUBLIC HEARINGS**
- 6. ADMINISTRATIVE REPORTS**
- 7. OLD BUSINESS**
- 8. NEW BUSINESS**
  - A. Randy's Sanitation Rate Change
  - B. 2016 Truth-in-Taxation hearing date, Resolution 15-0810-01
- 9. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS**
- 10. COUNCIL REPORTS & OTHER BUSINESS**
- 11. VISITORS TO BE HEARD**

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

CITY OF MAPLE PLAIN

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Payments

Current Period: August 2015

Batch Name	08/10/15 PAY	User Dollar Amt	\$0.00		
Payments		Computer Dollar Amt	\$50,557.96		
			\$50,557.96	<b>Out of Balance</b>	
Refer	20667	AMERIPRIDE	-		
Cash Payment	E 601-49400-310	Janitorial Services	WTP-Rugs		\$73.63
Invoice	1003182460				
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$73.63
Refer	20668	BAGGY JO INC	-		
Cash Payment	E 101-43000-417	Uniform Rentals	PW Uniform Embroidery		\$82.50
Invoice	54474				
Cash Payment	E 101-43000-417	Uniform Rentals	PW Uniform Embroidery		\$37.50
Invoice	54492				
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$120.00
Refer	20669	BELAYHOST	-		
Cash Payment	E 101-41500-309	EDP, Software and Desi	Email Filtering		\$18.00
Invoice	29515				
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$18.00
Refer	20670	BANK OF MAPLE PLAIN	-		
Cash Payment	E 602-49450-611	Bond Interest	Interest- Sewer Bond		\$645.75
Invoice					
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$645.75
Refer	20671	CAREFREE SERVICE INC	-		
Cash Payment	E 101-43100-311	Contract Service	Street Sweeping		\$1,810.50
Invoice	27938				
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$1,810.50
Refer	20672	CENTERPOINT ENERGY MINNEGA	-		
Cash Payment	E 602-49450-383	Gas Utilities	Lift Station		\$27.64
Invoice					
Cash Payment	E 601-49400-383	Gas Utilities	WTP		\$43.33
Invoice					
Cash Payment	E 101-41940-383	Gas Utilities	Public Works		\$22.52
Invoice					
Cash Payment	E 101-41940-383	Gas Utilities	City Hall		\$22.52
Invoice					
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$116.01
Refer	20673	ERICKSON, ROLF E.A.	-		
Cash Payment	E 101-41550-305	Assessing Services	Assessing Services- July		\$1,273.81
Invoice					
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$1,273.81
Refer	20674	ECM PUBLISHERS INC	-		
Cash Payment	E 101-41420-351	Legal Notices Publishing	Water Report		\$11.57
Invoice					
Cash Payment	E 105-45100-340	Advertising	Maple Plain Days Advertisement		\$225.00
Invoice			Project MPD15		
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$236.57

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Payments

Current Period: August 2015

Refer	20675	MAPLE PLAIN/INDEPENDENCE FIR	-			
Cash Payment	E 101-42290-307	Fire Administration	Fire Department Services- August		\$13,482.92	
Invoice						
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$13,482.92	
Refer	20676	FRONTIER	-			
Cash Payment	E 601-49400-321	Telephone	Phone		\$62.56	
Invoice						
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$62.56	
Refer	20677	GOPHER STATE ONE-CALL, INC.	-			
Cash Payment	E 101-43000-437	Miscellaneous	Locates-July		\$56.65	
Invoice	139063					
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$56.65	
Refer	20678	G & K SERVICE	-			
Cash Payment	E 101-43000-417	Uniform Rentals	PW Uniforms		\$27.46	
Invoice						
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$27.46	
Refer	20679	HAWKINS INC.	-			
Cash Payment	E 601-49400-216	Chemicals & Chemical P	Water Chemicals		\$229.70	
Invoice	3755135					
Cash Payment	E 601-49400-216	Chemicals & Chemical P	Water Chemicals		\$25.00	
Invoice	3757064					
Cash Payment	E 601-49400-216	Chemicals & Chemical P	Water Chemicals		\$15.00	
Invoice	3756876					
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$269.70	
Refer	20680	LEAGUE OF MN CITIES INS TRUST	-			
Cash Payment	E 101-41500-361	General Liability Insuran	Deductible		\$250.00	
Invoice	C0023381					
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$250.00	
Refer	20681	METROPOLITAN COUNCIL ENV SE	-			
Cash Payment	E 602-49450-319	Other Consulting Service	Wastewater Services- Sept		\$19,263.17	
Invoice						
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$19,263.17	
Refer	20682	MAPLE PLAIN FAMILY CENTE	-			
Cash Payment	E 101-41500-437	Miscellaneous	Community Service Award Supplies		\$65.18	
Invoice						
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$65.18	
Refer	20683	MEDIACOM	-			
Cash Payment	E 601-49400-309	EDP, Software and Desi	WTP		\$89.90	
Invoice						
Cash Payment	E 101-41500-309	EDP, Software and Desi	City Hall		\$251.20	
Invoice						
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	\$341.10	
Refer	20684	POSTMASTER	-			
Cash Payment	E 101-41500-322	Postage	Presort		\$225.00	
Invoice						

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Payments

Current Period: August 2015

Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$225.00</b>
Refer	20685	OFFICE DEPOT	-		
Cash Payment	E 101-43000-215	Shop Materials	PW printer ink/office supplies		\$139.93
		Invoice			
Cash Payment	E 101-41500-202	Duplicating & Copying S	Paper		\$79.98
		Invoice			
Cash Payment	E 101-43000-215	Shop Materials	Tiolet Paper/Towels		\$176.93
		Invoice			
Cash Payment	E 105-45100-437	Miscellaneous	Maple Plain Days Supplies		\$197.52
		Invoice		Project MPD15	
Cash Payment	E 105-45100-437	Miscellaneous	Maple Plain Days Supplies		\$57.96
		Invoice		Project MPD15	
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$652.32</b>
Refer	20686	RELIANCE STANDARD	-		
Cash Payment	G 101-21715	Long-Term Disability	Long Term Disability-August		\$27.71
		Invoice			
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$27.71</b>
Refer	20687	TESSIA MELVIN	-		
Cash Payment	E 101-41500-321	Telephone	Phone Reimbursement		\$50.00
		Invoice			
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$50.00</b>
Refer	20688	STANDARD INSURANCE CO	-		
Cash Payment	G 101-21708	Life Insurance	August		\$11.25
		Invoice			
Cash Payment	G 101-21710	Extra Life Insurance	August		\$6.00
		Invoice			
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$17.25</b>
Refer	20689	WESTONKA SEWER & WATER, IN	-		
Cash Payment	E 601-49400-311	Contract Service	Curb Stop Repair- 1475 Meadow Lane		\$1,500.00
		Invoice 7173			
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$1,500.00</b>
Refer	20690	JRK SEED AND TURF SUPPLY	-		
Cash Payment	E 101-45200-228	Park Equipment Supplie	Park Supplies		\$321.65
		Invoice 15919			
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$321.65</b>
Refer	20691	LANO EQUIPMENT	-		
Cash Payment	E 101-43000-400	Equipment Repair & Mai	Equipment Maintenance		\$580.33
		Invoice			
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$580.33</b>
Refer	20692	MORRIES PARTS & SERVICE GRO	-		
Cash Payment	E 101-43000-400	Equipment Repair & Mai	Pickup Servicing		\$188.70
		Invoice 422308			
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$188.70</b>
Refer	20693	WESTSIDE WHLS TIRE & SUPPLY	-		
Cash Payment	E 101-43000-404	Machinery & Equipment	Tire Replacements		\$948.74
		Invoice 749615			

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**Payments**

**Current Period: August 2015**

Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$948.74</b>
Refer	20694	WATERTOWN PARTS CO.		-	
Cash Payment	E 101-43000-213	Lubricants & Additives Invoice			\$61.43
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$61.43</b>
Refer	20695	MN CITY/COUNTY MGMT ASSOC		-	
Cash Payment	E 101-41500-433	Dues & Subscriptions Invoice	Membership Renewal- Melvin		\$100.00
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$100.00</b>
Refer	20696	XCEL ENERGY		-	
Cash Payment	E 101-43160-381	Electric Utilities Invoice	Park and Pool		\$32.54
Cash Payment	E 101-43160-381	Electric Utilities Invoice	Oak Street		\$12.76
Cash Payment	E 601-49400-381	Electric Utilities Invoice	Water Treatment Plant		\$2,260.21
Cash Payment	E 101-43160-381	Electric Utilities Invoice	Main Street		\$21.87
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$2,327.38</b>
Refer	20697	CARSON & CLELLAND		-	
Cash Payment	E 101-41110-304	Legal Services Invoice	City Council meetings		\$807.50
Cash Payment	E 101-41610-304	Legal Services Invoice	Staff Meetings		\$760.00
Cash Payment	E 101-42110-304	Legal Services Invoice	Criminal		\$1,325.68
Cash Payment	E 101-42110-304	Legal Services Invoice	Criminal		\$81.26
Cash Payment	E 101-41610-304	Legal Services Invoice	General		\$2,470.00
Transaction Date	8/6/2015	Bank of Maple Plain	10100	<b>Total</b>	<b>\$5,444.44</b>

**Fund Summary**

	10100 Bank of Maple Plain	
101 GENERAL FUND		\$25,841.59
105 COMMUNITY EVENTS FUND		\$480.48
601 WATER FUND		\$4,299.33
602 SEWER FUND		\$19,936.56
		<u>\$50,557.96</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$50,557.96
<b>Total</b>	<b>\$50,557.96</b>



Carson, Clelland  
& Schreder

ATTORNEYS AT LAW  
6300 SHINGLE CREEK PARKWAY STE 305  
MINNEAPOLIS, MN 55430-2190  
(763)-561-2800

July 30, 2015

CITY OF MAPLE PLAIN  
ATTN: MAGGIE MCCALLUM  
P.O. BOX 97  
MAPLE PLAIN, MN 55359

Professional Services

	<u>Amount</u>
<u>..Civil</u>	
7/7/2015 Attend staff meeting	285.00
7/13/2015 Attend city council meeting	190.00
7/21/2015 Attend staff meeting	427.50
7/22/2015 Conference with Tessia regarding miscellaneous subjects	47.50
7/27/2015 Prepare for meeting, review of agenda, conferences with Tessia and prepare for CUP review of Collision Corner	332.50
Attend city council meeting	285.00
SUBTOTAL:	[ 1,567.50]
<u>.1805 Gladmore - Hagen Property</u>	
7/21/2015 Review of nuisance complaint, conference with realtor	71.25
SUBTOTAL:	[ 71.25]
<u>.5210 Main Street Hazardous Building</u>	
7/13/2015 Magnolia 8 vs. City -- Review of information from League attorney	71.25
SUBTOTAL:	[ 71.25]
<u>.Downtown Redevelopment</u>	
7/7/2015 Review of Downtown Redevelopment development agreement with Carlson, work on amended contract	190.00
7/8/2015 Review development agreement, revise, correspondence to staff and Palmquist, conference with Tessia	213.75

	<u>Amount</u>
7/9/2015 Review of redevelopment file and drawings proposed by developer, review final development agreement draft, revise and send to all and review Olson property purchase agreement	285.00
7/13/2015 Prepare for closed session, review final development agreement documents and revise correspondence and prepare for EDA and city council meetings	213.75
Attend EDA meeting	142.50
7/14/2015 Revise development agreement following meeting and send to Tessia	71.25
	<hr/>
SUBTOTAL:	[ 1,116.25]
 <u>.Rental Housing Licensing</u>	
7/6/2015 Review rental ordinance for staff meeting	190.00
7/14/2015 Review for meeting with staff on 7/15	142.50
7/15/2015 Prepare and conference call with staff regarding rental ordinance	190.00
7/22/2015 Review of amended ordinance	95.00
7/23/2015 Review of amended rental ordinance	95.00
7/24/2015 Continued review of ordinance and draft of memo to staff	142.50
	<hr/>
SUBTOTAL:	[ 855.00]
 <u>.West Main Street Rainbow Project</u>	
7/1/2015 Review contract and correspondence from Dan, conference with Tessia and review with Tessia and Dan, correspondence to LaTour	285.00
7/2/2015 Review correspondence and respond to Dan	71.25
	<hr/>
SUBTOTAL:	[ 356.25]
 <u>Criminal</u>	
6/29/2015 Begin 6/26 disposition letter	16.25
6/30/2015 Finish disposition letter from 6/26, review cases in MNCIS, select witnesses and prepare memorandums to files	65.00
7/6/2015 Review emails regarding forfeiture matters	32.50
7/9/2015 Preparation for 7/10 cases	32.50
7/10/2015 Attend arraignments and pretrial hearings	97.50
Review and respond to emails regarding criminal matters	32.50
7/13/2015 Phone calls with defense attorneys, emails with defense attorneys, review criminal files	24.38
7/14/2015 Review voicemails regarding criminal cases	24.38
7/15/2015 Correspond with defense attorneys, court, officer, note files	48.75
7/16/2015 Correspond with witnesses, officers, defense attorneys, note files	24.38
Prepare disposition letter, review cases in MNCIS and prepare follow up instructions to legal assistant	32.50
7/17/2015 Correspond with defendants, defense attorneys, witnesses, review discovery, note files, jury trial preparation	32.50
Preparation of two complaints	80.00
Review police reports	24.38
7/23/2015 Correspond with defense attorneys, victims, review discovery, review motion documents, orders, note files	48.75

	<u>Amount</u>
7/23/2015 Review files and prepare for 7/24 court hearings	89.38
7/24/2015 Review discovery, jury trial preparation, note files	97.50
Correspond with defense attorneys, defendants, review discovery, note files, jury trial preparation, correspond with advocate	24.38
Telephone conference with victim regarding status of case	32.50
Attend hearings at Ridgedale court	56.88
7/27/2015 Handle matters set for settlement conference and jury trial at Hennepin County Government Center, correspond with defense attorneys, advocate, note files	121.88
Review court rules of criminal procedure	24.38
Review police reports, supplemental reports	16.25
Preparation of one complaint	40.00
Open criminal files, preparation of criminal complaints; preparation of cases for court calendars, including court and jury trials; contact and notice to witnesses for trial testimony, prepare outgoing discovery requests, complete incoming discovery requests for monthly period	65.63
Open criminal files, preparation of criminal complaints; preparation of cases for court calendars, including court and jury trials; contact and notice to witnesses for trial testimony, prepare outgoing discovery requests, complete incoming discovery requests for monthly period	56.25
Open criminal files, preparation of criminal complaints; preparation of cases for court calendars, including court and jury trials; contact and notice to witnesses for trial testimony, prepare outgoing discovery requests, complete incoming discovery requests for monthly period	84.38
<b>SUBTOTAL:</b>	<u>[ 1,325.68]</u>
<u>Vehicle Forfeiture:</u>	
7/9/2015 Review voicemails regarding forfeiture matters	24.38
7/13/2015 Review email regarding forfeiture and review of file	24.38
7/19/2015 Review status of forfeiture cases, look up cases in MNCIS	32.50
<b>SUBTOTAL:</b>	<u>[ 81.26]</u>
<b>For professional services rendered</b>	<b>\$5,444.44</b>
<b>Previous balance</b>	<b>\$3,708.63</b>
7/24/2015 Payment - thank you	(\$3,708.63)
<b>Total payments and adjustments</b>	<b>(\$3,708.63)</b>
<b>Balance due</b>	<b><u><u>\$5,444.44</u></u></b>

I hereby declare under the penalties of perjury that the foregoing statement for legal services is just and correct and that no part thereof has been paid.

CITY OF MAPLE PLAIN

A handwritten signature consisting of a stylized, cursive 'J' followed by a horizontal line extending to the right.

Jeffrey A. Carson, City Attorney



Agenda Information Memorandum  
August 11, 2014 - Maple Plain City Council

**5. CONSENT AGENDA**  
**B. ACCEPTANCE OF GAMBLING PERMIT**

**ACTION TO BE CONSIDERED**

To approve the lawful gambling permit for Maple Plain Days on August 15, 2015

**FACTS**

- The application is for bingo and a raffle at Maple Plain Days.
- State gambling regulations specify that such requests may be approved by the state unless the local unit of government passes a resolution prohibiting the activity.
- It is recommended that the City Council approve the gambling permit.

**ATTACHMENTS**

Attached is the application.

# 220 Application for Exempt Permit

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

### CITY APPROVAL for a gambling premises located within city limits

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: Maple Plain

Signature of City Personnel: [Signature]

Title: City Administrator Date: 7/10/15

**The city or county must sign before submitting application to the Gambling Control Board.**

### COUNTY APPROVAL for a gambling premises located in a township

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**  
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: [Signature] Date: 7-13-15  
(Signature must be CEO's signature; designee may not sign)

Print Name: \_\_\_\_\_

### REQUIREMENTS

- Complete a separate application for:**
  - all gambling conducted on two or more consecutive days, or
  - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day.
- Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.
- Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

### MAIL APPLICATION AND ATTACHMENTS

- Mail application with:**
  - a copy of your proof of nonprofit status, and
  - application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.
- To:** Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113
- Questions?**  
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:  
• conducts lawful gambling on five or fewer days, and  
• awards less than \$50,000 in prizes during a calendar year.  
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: American Legion Post 0514 Previous Gambling Permit Number: \_\_\_\_\_

Minnesota Tax ID Number, if any: 41-6080928 Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: P.O. Box 22

City: Maple Plain State: MN Zip: 55359 County: Hennepin

Name of Chief Executive Officer (CEO): Gary McPherson

Daytime Phone: 763-479-1758 Email: \_\_\_\_\_

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal  Religious  Veterans  Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing.  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:  
60 Empire Drive, Suite 100 www.sos.state.mn.us  
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Northside Park (City of Maple Plain)

Address (do not use P.O. box): 5050 Independence Street

City or Township: Maple Plain Zip: 55359 County: Hennepin

Date(s) of activity (for raffles, indicate the date of the drawing): August 15

Check each type of gambling activity that your organization will conduct:

- Bingo\*  Paddlewheels\*  Pull-Tabs\*  Tipboards\*

Raffle (total value of raffle prizes awarded for the calendar year: \$ 1,000 )

\* Gambling equipment for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under LIST OF LICENSEES, or call 651-539-1900.

Agenda Information Memorandum  
August 10, 2015 Maple Plain City Council

**5. CONSENT AGENDA**  
**C. AMERICAN LEGION TEMPORARY ALCOHOL APPLICATION AND**  
**LICENSE FEE WAIVER REQUEST**

**ACTION TO BE CONSIDERED**

To approve the American Legion temporary alcohol application for Maple Plain Days and to consider a request to waive the temporary 3.2-beer and wine license fee of \$100 for the event.

**FACTS**

- For the first time the Maple Plain Days Committee will run the beer tent during Maple Plain Days on Saturday, August 15.
- The organization has requested waiver of the \$100 license fee.
- The fee has been waived the last three years.
- The temporary 3.2-beer and wine license is \$100 per event.
- The Committee will use the funds to help fund the event and provide some of the proceeds to the American Legion.
- Several volunteers and committee members have received alcohol compliance training through West Hennepin Public Safety. .

**ATTACHMENTS**

Attached is the temporary liquor license application.

Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement  
445 Minnesota Street, Suite 222  
St. Paul, MN 55101  
651-201-7500

TEMPORARY 1 TO 4 DAY ON SALE LIQUOR LICENSE

Identification Number: 45767

Licensee Name: American Legion Post 0514  
Address: P.O. Box 222  
City, State, Zip: Maple Plain, MN 55359

Event Location: Northside Park

Event Dates: From 8/15/2015 To 8/15/2015





**Minnesota Department of Public Safety**  
**Alcohol and Gambling Enforcement Division**  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY**  
**TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number
American Legion Post 0514		41-6080928

Address	City	State	Zip Code
P.O. BOX 222	Maple Plain	Minnesota	55359

Name of person making application	Business phone	Home phone
Margaret McCallum	7634790515	3204927753

Date(s) of event	Type of organization
August 15, 2015	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Gary McPherson	Maple Plain	Minnesota	55359

Organization officer's name	City	State	Zip Code
		Minnesota	

Organization officer's name	City	State	Zip Code
		Minnesota	

Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.  
 2050 Independence Street, Northside Park, In a fenced in area with a tent for restricted access.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
 NA

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Maple Plain  
 City or County approving the license

July 13, 2015  
 Date Approved

None  
 Fee Amount

August 15, 2015  
 Permit Date

NA  
 Date Fee Paid

mmccallum@mapleplain.com  
 City or County E-mail Address

7634790515  
 City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**  
**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**

**RESOLUTION NO. 15-0810-04**

**RESOLUTION EXPRESSING ACCEPTANCE AND APPRECIATION FOR DONATIONS  
FOR THE STEP TO IT CHALLENGE**

**WHEREAS**, the City of Maple Plain received gifts and donations in the amount of \$300;  
and

**WHEREAS**, the City Council of the City of Maple Plain is appreciative of the donations;  
and,

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Maple Plain  
acknowledges and accepts the donation with gratitude and that the donations were  
appropriated to the 2015 Step To It Challenge.

This resolution was introduced by Councilmember \_\_\_\_\_ and seconded by  
Councilmember \_\_\_\_\_. Members voting in favor \_\_\_\_\_. Members voting  
against: \_\_\_\_\_. Members absent: \_\_\_\_\_. The resolution was passed  
by the Maple Plain City Council this 10th day of August, 2015.

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

ATTEST:

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

**RESOLUTION NO. 15-0810-02**Error! Bookmark not defined.

**RESOLUTION EXPRESSING ACCEPTANCE AND APPRECIATION FOR A MONETARY DONATION FOR THE MAPLE PLAIN PARKS BY THE WESTONKA JCS**

**WHEREAS**, the City of Maple Plain received a monetary donation in the amount of \$2,500 for Maple Plain Parks; and

**WHEREAS**, the City Council of the City of Maple Plain is appreciative of the donation; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Maple Plain acknowledges and accepts the donation with gratitude and that the donations will be appropriated to the Maple Plain Parks.

This resolution was introduced by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_. Members voting in favor \_\_\_\_\_. Members voting against: \_\_\_\_\_. Members absent: \_\_\_\_\_. The resolution was passed by the Maple Plain City Council this 10th day of August, 2015.

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

ATTEST:

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

**RESOLUTION NO. 15-0810-03**

**RESOLUTION EXPRESSING ACCEPTANCE AND APPRECIATION FOR A MONETARY DONATION FOR THE MAPLE PLAIN PARKS BY THE MAPLE PLAIN TOWN TEAM**

**WHEREAS**, the City of Maple Plain received a monetary donation in the amount of \$1,300.00 for Maple Plain Parks; and

**WHEREAS**, the City Council of the City of Maple Plain is appreciative of the donation; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Maple Plain acknowledges and accepts the donation with gratitude and that the donations will be appropriated to the Maple Plain Parks.

This resolution was introduced by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_. Members voting in favor \_\_\_\_\_. Members voting against: \_\_\_\_\_. Members absent: \_\_\_\_\_. The resolution was passed by the Maple Plain City Council this 10th day of August, 2015.

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

ATTEST:

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

Agenda Information Memorandum  
August 10, 2015 Maple Plain City Council

**8. NEW BUSINESS**  
**A. RANDY'S SANITATION RATE CHANGE**

**ACTION TO BE CONSIDERED**

To approve the proposed rate change for Randy's Sanitation for solid waste (garbage) services.

**FACTS**

- The City approved a 10 year contract with Randy's Sanitation in 2012.
- The contract services will be the same including Monday collections for all services and curbside collection of grass clippings, leaves, cut brush and Christmas trees.
- Recycling services are single sort.
- Recycling rates will stay the same
- Organics collection is a subscription-based service.
- Organics collection rates will stay the same.
- Rates are currently as follows:

Year(s)	Garbage Container	Garbage Weekly	Garbage Bi-Weekly	Organics Subscription	Recycling
1	35 gallons	\$8.97	\$7.47	\$40	\$3.49
	65 gallons	\$10.97	\$9.47	\$40	\$3.49
	95 gallons	\$12.97	\$11.47	\$40	\$3.49
2-3	Same as Year 1.			\$79	\$3.49
4-10	See Cost of Living Increase (CPI).			\$79	\$3.49

- Multi-family buildings (i.e. apartments) are charged at \$0.75 per dwelling unit for recycling services.
- In the contract agreement, the City approved that in the 4-10 contract years, there would be a Cost of Living Increase (CPI).
- Randy's is proposing a 1.9% rate increase on collection and disposal of solid waste. The rates would be as follows:

Garbage Container	Garbage Weekly	Garbage Bi-Weekly	Organics Subscription	Recycling
35 gallons	\$9.14	\$7.61	\$79	\$3.49
65 gallons	\$11.18	\$9.65	\$79	\$3.49
95 gallons	\$13.22	\$11.69	\$79	\$3.49

- The rate change would go into effect October 1, 2015.

## **ATTACHMENTS**

Attached is a copy of the proposed contract changes from Randy's Sanitation and the original contract.

4351 US Hwy 12 SE  
PO Box 169  
Delano MN 55328-0169



www.RandysSanitation.com  
Phone: 763.972.3335  
Fax: 763.972.6042

City of Maple Plain  
1620 Maple Ave  
Maple Plain MN

July 13, 2015

Honorable Mayor-Jerry Young  
City Councilmembers- Dave Eisinger, Justin McCoy, Mike DeLuca and Julie Maas-Kusske  
City Administrator – Tessia Melvin  
Assistant to City Administrator – Maggie McCallum

Randy's appreciates the continued business relationship we share with the city of Maple Plain. Randy's would like to request a 1.9% CPI rate increase for 2015. Please see attached spreadsheet for explanation of services with related charges.

Regards,  
Deb Gatz  
Jim Wollschlager  
Randy's Environmental Services.

Attachment titled: Council Letter 2015 Rate Comparison.pdf

*Family Owned And Operated Since 1979*

## City of Maple Plain July 2015

### Current

Garbage Container	Garbage Weekly	Garbage Bi-Weekly	Organics Subscription	Recycling
35 gallons	\$ 8.97	\$ 7.47	\$ 79.00	\$ 3.49
65 gallons	\$ 10.97	\$ 9.47	\$ 79.00	\$ 3.49
95 gallons	\$ 12.97	\$ 11.47	\$ 79.00	\$ 3.49

Recycling collection for apartment Buildings are \$.75/ month per dwelling

### Proposed Rate effective: October 1, 2015

#### 1.9% on collection and disposal of solid waste.

Garbage Container	Garbage Weekly	Garbage Bi-Weekly	Organics Subscription	Recycling
35 gallons	\$ 9.14	\$ 7.61	\$ 79.00	\$ 3.49
65 gallons	\$ 11.18	\$ 9.65	\$ 79.00	\$ 3.49
95 gallons	\$ 13.22	\$ 11.69	\$ 79.00	\$ 3.49

Recycling collection for apartment Buildings are \$.75/ month per dwelling

**CITY OF MAPLE PLAIN  
AGREEMENT FOR RESIDENTIAL SOLID WASTE, ORGANICS COLLECTION  
AND RECYCLING SERVICES**

This Agreement is made as of this 25<sup>th</sup> day of September, 2012 by and between the City of Maple Plain, a Minnesota Municipal Corporation ("CITY") and Randy's Sanitation, Inc., a Minnesota corporation, ("RANDY'S").

The purpose of this Agreement is to set forth the terms and conditions for collection and disposal of Mixed Municipal Solid Waste ("GARBAGE"), Source Separated Organics ("SSO") and recyclable materials by RANDY'S for the CITY in a timely, orderly and economical manner which complies with the laws, policies and regulations of the State of Minnesota, County of Hennepin and the Metropolitan Council.

The parties intend to minimize wear and damage to CITY streets, roads, private drives, culverts, drainage ways and other public facilities within the CITY, all at a minimum possible cost to the CITY.

The CITY and RANDY'S agree as follows:

**SECTION 1. SOLID WASTE & ORGANICS COLLECTION SERVICES**

**A. WEEKLY COLLECTION**

1. RANDY'S shall collect GARBAGE and SSO from each dwelling unit designated by the CITY and dispose of it in a legal and environmentally safe manner in accordance with all applicable governmental regulations, goals, policies and permits.

Compensation for this service shall be as provided in Exhibit A.

2. Collection will be made between the hours of 7:00 a.m. and 4:00 p.m. on Monday of each week. Whenever a holiday falls on the scheduled collection day collection will take place on the day following the regularly scheduled collection day. RANDY'S will provide an annual calendar indicating alternate collection days.
3. RANDY'S agrees to collect and dispose of commonly discarded household items which exceed in size, bulk or weight, the maximum amount of weekly garbage as described in this Agreement. The charge for such additional services shall be as set forth with Randy's current disposal charge which can be obtained by calling (763) 972-3335.
4. The weekly collection and disposal of SSO from each dwelling unit that opted for this service designated by the City.

**B. VOLUME-BASED COLLECTION OF MIXED MUNICIPAL SOLID WASTE**

RANDY'S will provide weekly collection services in accordance with a volume-based collection system implemented by the CITY. Under the system, each owner or occupant of a dwelling unit advises the CITY as to whether RANDY'S should make a pickup of a 35, 65, or 95 gallon container supplied by RANDY'S.

**C. SOURCE SEPARATED ORGANICS (SSO)**

RANDY'S will provide weekly collection of SSO from each dwelling unit subscribing to such service. SSO includes food scraps and food-soiled paper products and certain other compostable items. RANDY'S will supply a separate container for SSO to each dwelling unit.

**D. DWELLING UNIT**

Each residential living accommodation designed or used by a single family, and contained within a one family building, a two family building or a three family building.

**E. COLLECTION POINT**

RANDY'S shall collect GARBAGE "curbside" from a location at the intersection of the street and driveway of the dwelling unit, unless otherwise specified in Section 3, Paragraph G of this Agreement ("ACCOMMODATION OF DISABLED PERSONS & SENIOR CITIZENS").

**SECTION 2. RECYCLING SERVICES**

**A. BI-WEEKLY COLLECTION**

1. RANDY'S shall collect recyclable materials from each dwelling unit designated by the CITY and specified Municipal facilities and dispose of such materials in a legal and environmentally safe manner in accordance with all applicable governmental regulations, goals, policies and permits.

Compensation for this service shall be as provided in Exhibit A.

2. Collection will occur bi-weekly between the hours of 7:00 a.m. and 4:00 p.m. on the same day as garbage collection (Mondays).

**B. RECYCLABLE MATERIALS**

RANDY'S agrees to pick up recyclable items of tin, aluminum cans, glass, newspaper, plastic bottles, office paper, cardboard, magazines and catalogs.

(And any materials as required by the Hennepin County Funding Assistance Policy for source separated Recyclables and Yard Waste effective January 1, 1989, or as amended thereafter) and is encouraged to pick up other recyclable items as may be profitable and/or marketable

Items shall be placed in curbside recycling carts (65 gallon) provided by RANDY'S. 95 gallon and 35 gallon carts are available upon request.

**C. MATERIALS NOT ELIGIBLE FOR RECYCLING PICK UP**

RANDY'S is not obligated to collect the following materials with recycling pickup: Garbage, window glass, tires, hazardous materials, plastics other than those listed in Exhibit B.

If RANDY'S determines that a resident has set out unacceptable recyclable materials, RANDY'S shall leave the materials in the resident's curbside recycling bin and leave a city approved "education tag" indicating acceptable materials and the proper method of preparation.

**D. COLLECTION POINT**

RANDY'S shall collect GARBAGE "curbside" from a location at the intersection of the street and driveway of the dwelling unit, unless otherwise specified in Section 3, Paragraph G of this Agreement ("ACCOMMODATION OF DISABLED PERSONS & SENIOR CITIZENS").

**E. DISPOSAL OF RECYCLABLES**

RANDY'S shall use its best efforts to assure that all recyclables collected in the CITY are not placed in landfills and are distributed to appropriate markets for re-use.

**SECTION 3. ADDITIONAL SERVICES**

**A. YARD WASTE & CHRISTMAS TREES**

RANDY'S shall also provide curbside collection and disposal services for yard waste and Christmas trees at no additional cost to property owner or CITY. Terms of collection of these items must be spelled out by RANDY'S and approved by the City, per Exhibit B.

**B. COMMUNITY EVENTS**

RANDY'S shall provide, at no additional charge, solid waste and recycling collection for all community events sponsored or co-sponsored by the CITY or its appointed agencies (i.e. Chamber of Commerce). Waste and recycling

receptacles shall be delivered and placed at pre-determined locations agreed to by CITY and RANDY'S.

<b>Event</b>	<b>Garbage</b>	<b>Recycling</b>
National Night to Unite	Five (5) 95 gallon carts	Five (5) 95 gallon carts
Movie in the Park	Five (5) 95 gallon carts	Five (5) 95 gallon carts
Farmer's Markets	Five (5) 95 gallon carts One (1) dumpster	Five (5) 95 gallon carts
Annual Community Celebration	Fifteen (15) 95 gallon carts One (1) dumpster	Fifteen (15) 95 gallon carts
Other Community Events	As agreed to by CITY & RANDY'S	As agreed to by CITY & RANDY'S

**C. DOCUMENT DESTRUCTION SERVICES**

RANDY'S will provide the following monthly Document Destruction Services at no additional charge to the CITY.

1. City Hall: 36" console and 65 gallon secure cart.
2. Public Works: 36" console serviced.
3. Fire Station: 36" console serviced.

**D. ANNUAL COMMUNITY CLEAN UP DAY**

RANDY'S agrees to provide up to six (6) 30-yard roll off dumpsters to the CITY for use during the City's annual Community Clean Up Day for the duration of the contract. The dates of the annual clean-up day will be set by the CITY. There will be no charge to the CITY except for disposal of the solid waste collected during the clean-up day.

**E. ACCESS TO ORGANIC MATERIAL**

RANDY'S agrees to provide once per year, and on a date agreed to by RANDY'S and CITY, organic material to residents subscribing to the organics collection service at no additional charge. The distribution location shall be agreed to by RANDY'S and CITY.

**F. PUBLIC EDUCATION**

RANDY'S shall work with the CITY in promoting recycling and proper disposal of solid waste. Public education efforts may include brochures, signs, videos, and presentations to classes and community groups. The cost of these services shall be included in the basic quote price.

The CITY agrees to work with the Hennepin County Recycling Program Bureau of Public Services, encouraging public participation by providing written

information to the public regarding program goals, pick up schedules and recyclable materials. The CITY will also respond to telephone inquiries about the recycling program.

#### **G. ACCOMMODATION OF DISABLED PERSONS & SENIOR CITIZENS**

In accordance with the Americans with Disabilities Act, RANDY'S shall provide accommodation including on-site collection to disabled residents who are unable to place their solid waste and recyclables at curbside for collection, and who request an accommodation. The names and addresses of residents submitting a request for accommodation to the CITY shall be forwarded to RANDY'S. RANDY'S will make the determination on the level of service offered and the cost to the resident based on the nature of the disability subject to the requirements of the Americans with Disabilities Act. The CITY will be provided with a copy of RANDY'S's written documentation on any request for accommodation.

#### **H. EMERGENCY & DISASTER SERVICES**

RANDY'S shall provide additional collections requested by the CITY and as reasonably necessary during a declared emergency endangering life or property in the City. The cost of this service will be mutually negotiated between the RANDY'S and CITY.

### **SECTION 4. PAYMENTS, PENALTIES & BILLING FOR SERVICES**

- A. RANDY'S Billing to Resident. During the period of this Agreement, RANDY'S shall bill directly to customers for all collection services performed at the agreed upon period of time and rates, per Exhibit A.
- B. Delinquent Accounts. RANDY'S shall be responsible for collection of customer accounts. RANDY'S shall make reasonable efforts to collect payments past due. Phone calls and other communications about such bad debt shall be carefully logged and documented by RANDY'S. Delinquent accounts shall be defined as those residents who have not paid and are over three months past due. RANDY'S may impose their own reasonable administrative service fee of delinquent accounts over three months past due provided that adequate written notice has first been provided to the resident with copies retained in RANDY'S's files. All such written notice of delinquent accounts shall be set both to the owner of the property and, if rental property, to the tenant and/or refuse account holder.

### **SECTION 5. GENERAL CONDITIONS**

- A. INSURANCE

RANDY'S agrees to provide and maintain public liability insurance, including general liability, automobile liability, and loading and unloading liability with the following minimum coverages:

1. \$750,000 when the claim is one for death by wrongful act or omission and \$750,000 to any claimant in any other case;
2. \$1,500,000 for any number of claims arising out of a single occurrence; or
3. Twice the limits provided in clauses 1. and 2. when the claim arises out of the release of threatened release of a hazardous substance, whether the claim is brought under Minnesota Statutes, section 115B.01 to 115B.15 or under any other law.

The insurance shall be placed with insurers licensed to conduct business in Minnesota and the CITY shall be name as an additional insured. RANDY'S shall provide a certificate of insurance to the CITY to demonstrate compliance with the above requirements.

RANDY'S agrees to take all precautions necessary to protect the public against injury and to defend, indemnify, and hold the CITY harmless from any liability, costs of defense, claims, damages, costs, judgments, or other expenses which may arise by reason of any claim for bodily or personal injury or property damage, disease or death resulting directly or indirectly from an act or omission of RANDY'S

#### B. PERFORMANCE BOND

RANDY'S shall be required to provide a Performance Bond in the amount of \$50,000 to be utilized by the City should RANDY'S fail to perform the services required herein. The City, at its option, may also charge any cost related to RANDY'S's failure to perform the services required, against any monies due or to become due to RANDY'S.

#### C. INDEPENDENT CONTRACTOR

RANDY'S is and at all times shall remain an independent contractor with respect to the services to be performed under this contract. No statement herein shall be construed so as to find RANDY'S an employee of the CITY. Any and all employees of RANDY'S or other persons engaged in the performance of any work or services required by RANDY'S under this contract shall be considered employees or sub-RANDY'S of RANDY'S only and not of the CITY; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other

persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of RANDY'S.

D. INDEMNITY

RANDY'S agrees to defend, indemnify and hold harmless the CITY, their officers and employees, from any liabilities, claims, damages, costs, judgments and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of RANDY'S, its employees, agents, or employees of sub-RANDY'Ss, in the performance of the services provided by this contract or by reason of the failure of RANDY'S to fully perform, in any respect, any of its obligations under this contract. RANDY'S waives and release any and all claims against the CITY for damages for injury caused to RANDY'S by the CITY'S compliance with statutory mandates regarding mixed solid waste collection and recycling.

E. EQUIPMENT

All equipment used for collection of garbage and recyclable materials, including garbage and recycling carts and organic collection cans provided to designated Dwelling Units and Municipal Facilities, shall be enclosed or securely covered with no open loads permitted, shall be kept free of leaks and in good repair and shall be in safe operating condition.

RANDY'S official company name together with the appropriate telephone number shall be printed or painted in legible letters not less than four inches in height on both sides of all pieces of equipment used to collect garbage and recyclable materials.

F. COMPLAINTS

RANDY'S shall establish and maintain an office with a telephone, shall provide the telephone number to each dwelling unit and shall receive calls during not less than four hours per day Monday through Friday and shall log all complaints about the services provided for under this Contract and RANDY'S response to such complaint.

G. LIMITATION OF USE OF HEAVY EQUIPMENT

During periods when maximum weight restrictions are placed on City streets, RANDY'S shall use light duty equipment. In addition, RANDY'S agrees to begin collection on load sensitive streets when the truck is empty.

H. CLEAN-UP RESPONSIBILITIES

RANDY'S shall adequately clean up any materials spilled or blown away during the course of collection and/or hauling operations. RANDY'S shall take

all precautions possible to prevent littering of waste and unacceptable recyclable materials.

I. COMPLIANCE WITH LAWS AND REGULATIONS.

In providing services hereunder, RANDY'S shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided under this Agreement.

RANDY'S shall deliver all nonrecyclable mixed solid waste collected under this Contract to a waste processing facility as defined in Minnesota Statutes 115 A.03 and 473.848, subd.5, in conformance with Hennepin County's Solid Waste Master Plan (or an approved exception to said plan) and Minnesota Statutes Chapter 473.848.

J. SEVERE WEATHER

Curbside pickup of garbage and recycling may be postponed in the event heavy snowfall or severe weather prevents pickup operation. Upon postponement, collection will be made on a day agreed between the CITY and RANDY'S.

**SECTION 6. PERFORMANCE STANDARDS**

RANDY'S shall be responsible for program management according to specific operating and personnel standards:

- RANDY'S's vehicles shall be operated in accordance with applicable laws of the State of Minnesota and local ordinances.
- Service shall be provided as scheduled unless otherwise requested and approved by the City.
- RANDY'S shall employ only competent and trustworthy workers and supervisors.
- RANDY'S's employees and supervisors shall conduct themselves in a courteous, honest, and professional manner. RANDY'S shall take immediate action to correct the behavior of any employee or supervisor who is insolent, disorderly, careless, unobservant, dishonest, or acting in any way that is detrimental to the satisfactory progress of work under the license agreement.
- RANDY'S's employees shall be attired in a manner that is professional and as neat and clean as circumstances permit.
- RANDY'S shall exercise reasonable care and diligence in handling waste containers. Any waste spilled while emptying the containers shall be completely and immediately cleaned up by RANDY'S.
- RANDY'S shall provide and maintain suitable containers at their cost. RANDY'S must exercise due care in preventing damage to containers and shall replace cans in an erect position with the lids replaced or placed adjacent to the container, except during windy conditions when the containers

may be laid on their side to avoid the cans being blown away. RANDY'S shall be responsible for the replacement of any containers damaged by its employees.

- RANDY'S shall have at least one field supervisor dedicated to overseeing the performance of RANDY'S's workers in the City. The supervisor shall familiarize himself/herself with the City and the services required under these specifications.
- RANDY'S shall maintain an office for the receipt of service calls and complaints. The office shall be open and available for calls, at minimum, Monday through Friday from 8 a.m. to 5 p.m. as well as any time when RANDY'S is performing services under the license agreement in the City. The office shall contain at least two telephone lines listed to a local or toll-free number listed under RANDY'S's name in the City's local telephone directory. The office shall have the ability to communicate with personnel in the field.
- RANDY'S shall provide at least one trained customer service representative to be on duty in the office at all times that the office is required to be open, to handle complaints and calls for service.
- Each complaint shall be investigated by RANDY'S and responded to within one business day unless mutually extended by RANDY'S and the complaining party. If the complaint concerns the failure of RANDY'S to collect solid waste and/or recyclables as required by these specifications, RANDY'S shall make the collection by noon the following day. There will be no exception to this requirement unless the collection has been altered due to a holiday or unforeseen circumstances and authorized by the City's designated representative.
- The vehicles used for collection are desired to be completely enclosed, watertight body, and shall be properly designed so that the wheel and axle loads with a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Minnesota, Hennepin County, and the City. If it is not possible to fully load the body and stay within the limits of the law, RANDY'S will be required to reduce the loads in the body until they comply with the law.
- The equipment shall be painted uniformly and must be maintained in good condition, appearance, and in a sanitary condition at all times. Each piece of equipment shall include RANDY'S's name and each vehicle shall be assigned a number that is prominently painted on the vehicle.
- Sufficient equipment and personnel shall be furnished to make all collections completely within one day.
- If selected by the City, RANDY'S shall provide a quarterly report to the City, outlining the number of organics customers, collections and tonnage of organics.

## **SECTION 7. CONTRACT**

### **A. TERM OF CONTRACT**

The term of this Contract is for a period of ten (10) years commencing on October 1, 2012 and ending on September 30, 2022. This Contract may be extended by written agreement of the parties for such additional period as they consider appropriate, and upon the terms and conditions as provided herein.

**B. TERMINATION**

The CITY may terminate this Agreement upon thirty (30) days written notice to RANDY'S with no further obligation to RANDY'S, if:

1. RANDY'S fails to fulfill its obligations under the contract in a proper and timely manner, or otherwise violates the terms of this Agreement; or
2. if the parties are unable to reach agreement with regard to CPI increase as provided in Exhibit A.

**C. PENALTIES & DAMAGES**

1. Failure by the RANDY'S to perform under this Contract, may result in its termination and/or claims by the City for damages.
2. In the event of breach of this Contract, or proven negligence by the RANDY'S, the RANDY'S agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorney's fees incurred by the City in pursuing any of its rights under this contract.

**D. ENTIRE AGREEMENT**

This Contract with attached Exhibits A and B is the entire agreement between the parties. Any amendments shall be in writing and approved by the City Council and RANDY'S.

**E. SEVERABILITY.**

The provisions of this Contract are severable. If any portion is, for any reason, held by a Court of competent jurisdiction, to be contrary to law or otherwise unenforceable, such decision shall not affect the remaining provisions of the Contract.

**F. ASSIGNMENT**

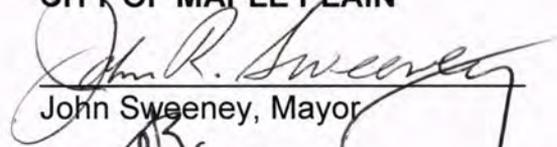
Neither party shall assign this Agreement, nor any interest arising hereunder, without the written consent of the other party.

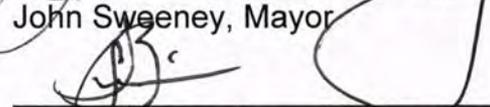
**G. GOVERNING LAW.**

The laws of the State of Minnesota shall govern all interpretations of this contract and the venue and jurisdiction for any litigation which may arise hereunder will be in the County of Hennepin and the State of Minnesota.

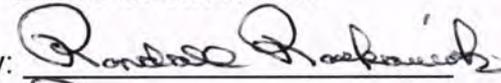
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

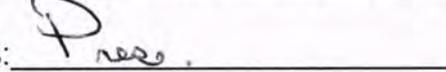
**CITY OF MAPLE PLAIN**

  
\_\_\_\_\_  
John Sweeney, Mayor

  
\_\_\_\_\_  
Jason Ziemer, City Administrator

**RANDY'S SANITATION**

By:   
\_\_\_\_\_

Its:   
\_\_\_\_\_

## EXHIBIT A

### RATES

The monthly rates for weekly collection services for the time period October 1, 2012 through September 30, 2022 are as follows:

Year(s)	Garbage Container	Garbage Weekly	Garbage Bi-Weekly	Organics Subscription	Recycling
1	35 gallons	\$8.97	\$7.47	\$40	\$3.49
	65 gallons	\$10.97	\$9.47	\$40	\$3.49
	95 gallons	\$12.97	\$11.47	\$40	\$3.49
2-3	Same as Year 1.			\$79	\$3.49
4-10	See Cost of Living Increase (CPI).			\$79	\$3.49

Recycling collection for apartment Buildings are \$0.75/month per dwelling unit.

### COST OF LIVING INCREASE (CPI)

After Year 3 the monthly rates for collection and disposal of solid waste may be increased every other year in an amount equal to the average Minnesota Consumer Price Index (CPI) for the previous year. RANDY'S must make a written request for a rate increase to the City Administrator not less than forty-five (45) days prior to the date when a proposed increased rate is to take effect and are subject to approval by the Maple Plain City Council. Rate increases may only go into effect on October 1.

## EXHIBIT B

### ADDITIONAL COLLECTION ITEMS

**Extra Items can be collected and billed with the routed automated truck. Items include but are not limited to:** (driver must be able to reload service cart)

Bags outside of cart, over service level (not to exceed 40#); bicycles; grills; and toilets.

**Extra Items can be scheduled to be collected with a rear load truck. Items include but are not limited to:**

Box spring; chair; construction Debris (3yd Maximum before Dumpster will be required); couch; door; exercise bike; file cabinet; hide-a-bed; lawn mower; mattress; recliner; table; and water softener.

**Appliances and Electronics can be scheduled to be collected with van truck. Items include but are not limited to::**

Air conditioner; computer; computer monitor; dehumidifier; dishwasher; dryer; freezer; microwave; oven/stove; printer/copier; refrigerator; stereo; television; washer; and water heater.

**Household hazardous & other problem materials will not be collected**

Household, lawn & garden products: Auto wastes like antifreeze; oil, transmission fluid; cleaning solvents; drain cleaners; fuels; paint; pesticides; photo chemicals; pool chemicals; stains & varnishes; other products that are corrosive; combustible; flammable; and toxic or reactive.

Mercury Items: Barometers; fluorescent lamps of all shapes and sizes; and other lighting; including metal halide; mercury vapor and high-pressure sodium; switches; thermometers; batteries; and tires.

Agenda Information Memorandum  
August 10, 2015 Maple Plain City Council

**8. NEW BUSINESS**  
**B. 2016 TRUTH IN TAXATION HEARING**  
**RESOLUTION 15-0810-01**

**ACTIONS TO BE CONSIDERED**

To adopt Resolution No. 15-0810-01 setting the initial Truth-in-Taxation hearing for 6:30 p.m. on November 23, 2015 and the continuation hearing for 6:30 p.m. on November 30, 2015.

**FACTS**

- Minnesota Statute § 275.065, subd. 6 requires cities with populations over 500 to hold initial Truth-in-Taxation (TNT) hearings each year to discuss and seek public comment on their proposed General Fund budget and proposed property tax levy.
- In addition to the initial hearings, cities must also schedule continuation hearings in the event that the initial hearing does not conclude.
- The initial TNT hearing is scheduled for 6:30 p.m. on Monday, November 23; the continuation hearing, if necessary is planned for 6:30 p.m. on Monday, November 30.
- All meetings must take place after 5 p.m., unless held on a Saturday.
- City councils must adopt final General Fund budgets and certify their final levies at a subsequent hearing, which follows the initial hearing or continuation hearing, if one is held.
- Adoption of the final budget and levy for Maple Plain is set for December 14 during the regular Council meeting.

**ATTACHMENTS**

Attached is a copy of Resolution No. 15-0810-01 and the hearing notice form to be submitted to Hennepin County.

**CITY OF MAPLE PLAIN  
RESOLUTION 15-0810-01**

**A RESOLUTION SETTING TRUTH-IN-TAXATION  
HEARING DATES**

**WHEREAS THE CITY OF MAPLE PLAIN, MINNESOTA** (the “City”) is required by Minnesota Statute § 275.065 to schedule dates for Truth-in-Taxation public hearings and certify those dates to Hennepin County (the “County”) annually; and,

**WHEREAS** the purpose of Truth-in-Taxation hearings is to discuss the proposed budget and proposed property tax levy for taxes payable in the following year; and,

**WHEREAS** the City is required to schedule Truth-in-Taxation hearing dates for an “initial hearing” and a “continuation hearing” at least 5 business days but no more than 14 business days after the initial hearing date to continue the initial hearing, if necessary; and,

**WHEREAS** the City is required to hold a “subsequent hearing” for the purposes of adopting the City’s final property tax levy for taxes payable in the following year; and,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN, MINNESOTA** that initial Truth-in-Taxation hearing is scheduled for 6:30 p.m. on Monday, November 23, 2015 and the continuation hearing for 6:30 p.m. on Monday, November 30, 2015;

**BE IT FURTHER RESOLVED** that the City Council will adopt the final 2016 General Fund budget and 2016 property tax levy at its regular meeting on Monday, December 14, 2015.

This resolution was introduced by Councilmember \_\_\_\_\_.

Members voting in favor: \_\_\_\_\_.

Members voting against: \_\_\_\_\_.

Members absent: \_\_\_\_\_.

The resolution was \_\_\_\_\_ by the Maple Plain City Council this 10<sup>th</sup> day of August, 2015.

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

Attest:

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