

AGENDA
MAPLE PLAIN CITY COUNCIL – REGULAR MEETING
MAPLE PLAIN CITY HALL
Monday, September 14, 2015
6:30 P.M.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. CONSENT AGENDA**
 - A. Accounts Payable
 - B. July 27, 2015 Regular City Council Meeting Minutes
 - C. July 27, 2015 Workshop City Council Meeting Minutes
 - D. August 10, 2015 Regular City Council Meeting Minutes
 - E. August 10, 2015 Workshop City Council Meeting Minutes
- 5. PUBLIC HEARINGS**
- 6. ADMINISTRATIVE REPORTS**
 - A. Administrative Monthly
 - B. City Engineer Monthly Report
 - C. West Hennepin Public Safety Monthly Report
- 7. OLD BUSINESS**
- 8. NEW BUSINESS**
 - A. Resolution authorizing amendment to residential recycling grant agreement with Hennepin County- Resolution 15-0914-01
 - B. 2015-12016 Assessment Contract
- 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**

**Maple Plain City Council
Meeting Minutes
July 27, 2015
Maple Plain City Hall**

1. CALL TO ORDER

Acting Mayor McCoy called the meeting to order at 7 p.m.

Present: Councilmembers Justin McCoy, Dave Eisinger, Mike DeLuca and Julie Maas-Kusske. Also present were City Administrator, Tessia Melvin; City Planner, Mark Kaltsas; City Attorney, Jeff Carson, and City Engineer, Dan Boyum.

Mayor Jerry Young was absent.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Councilmember Maas-Kusske moved to adopt the agenda; seconded by Councilmember DeLuca. Motion passed 4-0.

4. CONSENT AGENDA

Items to approve under Consent Agenda:

- A. Approve June 8 EDA Minutes
- B. Approve July 13 City Council regular meeting minutes
- C. Accounts Payable
- D. Resolution to authorize the transfer of assessment payment of 5687 Main Street West

Councilmember Eisinger moved to adopt the consent agenda with minor changes to the July 13 meeting minutes; seconded by Councilmember DeLuca. Motion passed 4-0

5. PUBLIC HEARINGS

There were no public hearings.

A. Monthly City Planner Report

City Planner, Mark Kaltsas, provided the monthly report to the City Council. Staff has corresponded with the various constituents over the course of the last month:

- Nuisance and or ordinance violations which include; noxious weeds, construction debris, animals, junk or too many vehicles and brush piles.
- Correspondence with a resident regarding concerns about an industrial park business and their air filtration system.
- Correspondence with a resident regarding the vacation of a public alley.
- Correspondence and coordination with the developer of Meadows of Maple Plain.
- Correspondence and provide information to the environmental consultant regarding the Phase I of the gas station property
- Correspondence with Day Distributing regarding grading permit
- Correspondence with Akona property owner about use and zoning

Councilmember Maas-Kusske asked about the ground breaking for the Meadows of Maple Plain. Kaltsas responded that a new developer is involved in the project and a meeting is scheduled with all parties included in the development. Staff will provide an updated timeline when available.

Councilmember Eisinger moved to adopt the Monthly City Planner Report; seconded by Councilmember Maas-Kusske. Motion passed 4-0.

B. Monthly City Engineer Report

City Engineer, Dan Boyum, provided the monthly report to the City Council. Engineering activities since the last monthly report are as follows:

- Prepare the final payment request for the Budd Avenue Sanitary Sewer Improvements.
- Responded to various property owners on the punchlist items of Main Street West and Rainbow Avenue
- Reviewed items to be completed by LaTour, including some of punchlist, 5990 Main Street West drainage improvements and final lift of bituminous
- Responded to residents regarding the current condition of the reseeding and weeds of Main Street West and Rainbow Avenue
- Prepared a final payment request from LaTour with different options on retainage for Council consideration
- Corresponded with developer and City Planner regarding the Meadows of Maple Plain
- Worked on MS4 permit items and forwarded to the MPCA
- Responded to questions regarding the Downtown Development

- Responded to questions on new home construction

Councilmember Eisinger moved to adopt the Monthly City Engineer Report; seconded by Councilmember DeLuca. Motion passed 4-0.

6. OLD BUSINESS

A. Letter from 5665 Main Street West Property Owner

Rick Shenk, resident at 5665 Main Street West, read a letter to the Council regarding his property and city services. The letter stated three reasons for his addressing the Council:

1. While his opinion has not changed, the legal system functioned and he accepts the ruling on his case against the City of Maple Plain.
2. Thank you to the City Council and staff helping out during the floods of his property. He appreciates the work of Main Street West and Rainbow Avenue Utility and Road Reconstruction, as his property benefits from the improvements
3. If there is any way he can serve the City, please let him know.

B. Collision Corner Conditional Use Permit to Modify their Previously Approved CUP

Kaltsas reported that the Planning Commission considered the information presented related to the retest to amend the Conditional Use Permit.

Commissioners clarified they would not be taking official action on the request, but would provide direction to the applicant and a recommendation to the City Council that included six considerations:

1. Expansion of the CUP to the north properties: Commissioners discussed the limitations on being able to expand the Conditional Use Permit due to the non-conforming status of the existing use. Commissioners recommended that the City not consider allowing any expansion of the existing use into the properties north of Oak Street.
2. Use of Oak Street Right of Way for Private Access Driveway: Commissioners discussed the concept of a license agreement to better understand how the agreement would work. Commissioners were generally supportive of the idea of licensing of the right of way for an access drive into the existing site. It was noted by the Planning Commission that the use of the right of way should be

limited to a driveway and possibly additional on-street parking. Long-term parking or storage would not be permitted in the right of way.

3. Screening/Landscaping/Dumpster Enclosure: Commissioners discussed increasing the buffering and screening so the property was effectively screened from Highway 12 and Boundary Avenue. Commissioners also commented that the application should screen the parking areas from residential properties to the north and east. This preferred screening and buffering would include a combination of fencing and landscaping.

4. Proposed Building Expansion: It was noted that the City Council approved the building expansion in 2001. Commissioners were relatively supportive of the possible building expansion.

5. Automobile Sales on Highway 12: Commissioners discussed the possibility of increasing the number of permitted automobiles sold on the property. Commissioners wanted to understand how the proposed sales could be access without utilizing the Highway 12 right of way

6. Parking: Planning Commissioners discussed the overall number of vehicles parked on the site. Commissioners recognized that there is a significant deficiency between the number of vehicles parked on the site and the number of existing parking spaces. The Commissioners noted that outdoor storage permitted for parts and vehicles that are not whole. The applicant suggested removing the building located on the south side of the parking area along Highway 12.

There was much discussion among the Councilmembers and the applicants. The Council expressed their concerns regarding the parking, fire department access and the appearance of the site.

Residents also spoke on the topic and mentioned that the first Conditional Use Permit granted in 1988 had not been completed with a berm and a fence.

Council directed staff to find the 1988 CUP application and work with the applicant. Councilmember DeLuca stated that he would like to see progress made on these improvements as addressing the expired CUP has been long overdue.

7. NEW BUSINESS

A. Vacating of Public Land between properties 5665 Main Street West and 1565 Rainbow Avenue

City Planner, Kaltsas, reported that no formal action can be taken, but staff and the applicant are looking for Council direction. The City Council could consider the following:

1. There is no public purpose of the property and direct staff to hold a public hearing and make a formal decision.
2. There is public purpose of the property and direct the applicant to withdraw the application.

Kaltsas reported that the City currently has an old alley that connects to Rainbow Park. Currently David Prinzing and Michael Prinzing would like the City to vacate the land to them. Kaltsas reported that a survey would need to be done in order to go forward, but the applicant would like Council direction on this issue. Staff has asked the applicant to contact abutting property owner and gain his approval in a petition. Staff has not yet received this information.

David Prinzing stated that the City cannot use the alley for a trail as it is not large enough and claims that there is no public purpose of the property. He stated that the property owners maintain it, so he should be allowed to use the property. City Administrator Melvin stated that the alley is no different than a boulevard, and while they are used for public purpose, they are to be maintained by the property owners.

The Council provided staff and the applicant direction that the land is used for public purpose and they have no interest in vacating the property at this time.

B. Authorization to install wood fiber in City Parks

Melvin reported that the City Parks are in need of new wood fiber, which is ADA compliant. Melvin provided the Council with the following options:

1. Install new wood fiber at Northside Park: \$3,600
2. Install new wood fiber at Bryantwood Park \$6,800
3. Top dress Bryantwood Park with wood fiber: \$1,200
4. Top dress Rainbow Park:\$1,800

Councilmember Eisinger moved to install new fiber at Northside Park and top dress the other parks for 2015; seconded by Councilmember DeLuca. Motion passed 4-0.

C. Existing Tree at 5679 Main Street West

Melvin reported that the property owner at 5679 Main Street West is looking for the City to take action on his existing tree. The tree is outside the right-of-way, and thus was not proposed to be removed by the contractor. The mountain ash tree leafed out earlier this spring; however the property owner indicated that the leaves started to brown up after the leaf-out. Staff has been in contact with the contractor and he indicated that his crew had not done anything on the property except some hand spreading of topsoil and seeding. The leaves are browning up on the house side and not the utility construction side of the tree.

The property owner Alex Wikstrom spoke and asked the Council to take action. Councilmember Eisinger stated that the photos appear that the work was done outside of the dripline.

The City Council directed staff to have a meeting with the property owner and discuss possible solutions.

D. Main Street West and Rainbow Avenue Utility and Street Improvement Payment Request No. 8

City Engineer, Boyum stated the final lift of the bituminous was completed on July 9 and the contractor continues to complete punch list items. Boyum asked the Council to consider one of three payment options for the contractor:

1. Option 1: \$79,731 (keep retainage fee at 5%)
2. Option 2: \$135,244.82 (keep retainage fee at 3%)
3. Option 3: \$166,001.33 (keep retainage fee at 2%)

Councilmember Eisinger moved to pay the contractor \$166,001.33; seconded by Councilmember DeLuca. Motion passed 4-0.

9. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS

There were no items discussed.

10. COUNCIL REPORTS AND OTHER ACTIVITIES

Melvin reminded the residents and Council of Maple Plain Days.

11. VISITORS TO BE HEARD

Judy Sutherland spoke on the following items:

1. Maple Plain Days Committee still needs volunteers
2. As an owner of a landscape company, she suggested the property owner get an arborist to look at the tree, as mountain ash are a very hard species to grow in Minnesota.
3. She asked that the Council continue to act on the CUP for collision corners
4. She asked why the Pioneer Laker had not reported on the signed development agreement for the Downtown area. Melvin commented that she had sent a press release to both papers the Pioneer Laker and the Delano Herald.

12. ADJOURNMENT

Councilmember DeLuca moved to adjourn the meeting at 10:10 p.m.; seconded by Councilmember Eisinger. Motion passed 4-0.

**Maple Plain City Council Meeting
Workshop Minutes
July 27, 2015
Maple Plain City Hall**

1. CALL TO ORDER

Acting Mayor McCoy called the meeting to order at 10:10 p.m.

Present: Councilmembers Justin McCoy, Dave Eisinger, Mike DeLuca and Julie Maas-Kusske. Also present was City Administrator, Tessia Melvin.

Mayor Jerry Young was absent.

2. BUDD STREET PAVEMENT

Melvin presented the topic to the Councilmembers. Melvin reported that the City Council had discussed at a previous workshop. Councilmember Maas-Kusske stated that the Council needs to know where the sewer and water are located on Budd Street, as there have been many statements made about these locations.

The Council directed City Administrator Melvin to talk with the City of Independence and to clarify that the City of Maple Plain does not want them to mill and overlay any section of Budd that resides in Maple Plain.

3. ASSESSING SERVICES

Melvin presented this topic to the Council. Melvin stated that several Councilmembers have requested staff to look at other potential assessors. Councilmember DeLuca asked staff to get references on potential other assessors and provide a report with updated budget numbers. Councilmember DeLuca stated that while Rolf Erickson has done great work for the City, he was not impressed by his unprofessionalism that was demonstrated at the 2015 Board of Review.

4. PRELIMINARY BUDGET DISCUSSION

Melvin provided an update on the 2015 budget.

Expenditures to Date

1. General Fund YTD Balance: \$773,620, 53%

2. Water Fund YTD Balance: \$329,049, 50%

3. Sewer Fund YTD Balance: \$315,585, 62%

4. Storm Water YTD Balance, \$44,805, 55%

In general our budget is healthy. We are under budget in most areas.

PAST BUDGET INFORMATION

Below are the past several years of the City's Budget and Levy Information

Year	Budget	Levy
2015	\$1,660,759 (0.98 % increase)	\$1,390,483
****This levy includes all debt payments to be made in 2015 and a budget for the Maple Plain Days, which has not been done in the past. (\$26,358)		
2014	\$1,634,401 (decrease 1.6%)	\$1,268,400
****This levy only included the general fund and the EDA levy \$27,500, excluded all debt payments. The 2014 levy should have been \$1,319,448 (should have been)		
2013	\$1,643,456 (increase 1.9%)	\$1,276,384
(increase 2.5%)		
2012	\$1,612,262 (Increase 0.7%)	\$1,245,190
(increase 5.132%)		
2011	\$1,601,335 (increase 1.8%)	\$1,184,406
(increase 0.029%)		
2010	\$1,572,733 (decrease 10.3%)	\$1,184,059
(decrease 2.3%)		
2009	\$1,753,715 (increase 3.8%)	\$1,212,133
(increase 3.4%)		
2008	\$1,687,128 (increase 7.6%)	\$1,172,226
(increase 23 %)		

Things to discuss in preparing for 2016 Budget

1. Debt Levy
2. Increase/Decrease to General Fund

- 3. Amount of Transfers
- 4. Where to put recent small cities aid
- 5. Downtown Development Project

Councilmember DeLuca stated that he wanted to see a 0% increase in the general budget. Councilmember Eisinger stated that the Fire Budget will see a slight increase. Councilmember McCoy stated that he would like to see more work done on the streets and sidewalks in 2016. He stated that it is aggressive, but the improvements are needed.

5. RENTAL ORDINANCE DISCUSSION

Melvin reported the City Council and staff have been in talks about creating a rental ordinance for many years. The purpose of this ordinance is to achieve the following:

- 1. The purpose of this ordinance is to promote health, safety and welfare of residents by providing for accountability of property owners for property maintenance and criminal conduct associated with their properties
- 2. Out of the city owners will be required to designate an agent who can be the legal contact on behalf of the owner.
- 3. The ordinance establishes criteria for dealing with criminal activity on rental properties.
- 4. The ordinance establishes criteria for dealing with building code violations.
- 5. The ordinance establishes criteria administrative costs for administration and building inspections.

Staff is currently working on currently working on the wording of the ordinance, but is seeking input by the City Council. The ordinance will be ready for viewing at the next workshop.

###.....City Council Workshop to review ordinance

####.....Public Hearing invite all rental properties

####.....Planning Commission Meeting

#####.....City Council Approval

#####.....45 Day Deadline for rental property owners to comply

#####.....Begin Inspections

The Council directed staff to include the motel in the rental ordinance.

4. ADJOURNMENT

Councilmember DeLuca adjourned the meeting at 10:45 p.m.; seconded by Councilmember Maas-Kusske. Motion passed 4-0.

**Maple Plain City Council
Meeting Minutes
August 10, 2015
Maple Plain City Hall**

1. CALL TO ORDER

Mayor Young called the meeting to order at 6:30 p.m.

Present: Councilmembers Dave Eisinger, Mike DeLuca and Mayor Jerry Young. Also present were City Administrator, Tessia Melvin, and City Attorney, Jeff Carson.

Councilmembers Justin McCoy and Julie Maas-Kusske were absent.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Councilmember Eisinger moved to adopt the agenda with the minor change of adding the Randy's Sanitation Rate Change to the Consent agenda; seconded by Councilmember DeLuca. Motion passed 3-0.

4. CONSENT AGENDA

Items to approve under Consent Agenda:

- A. Accounts Payable
- B. Acceptance of Gambling Permit
- C. American Legion Temporary Alcohol Application and License 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 Team
- G. Randy's Sanitation Rate Change

Councilmember DeLuca moved to adopt the consent agenda; seconded by Councilmember Eisinger. Motion passed 3-0.

5. PUBLIC HEARINGS

There were no public hearings.

6. ADMINISTRATIVE REPORTS

There were no reports.

6. OLD BUSINESS

There was no Old Business.

7. NEW BUSINESS

A. 2016 Truth-in-Taxation hearing date, Resolution 15-0810-01

Councilmember DeLuca moved to approve the Truth in Taxation date for Monday, November 23 at 6:30 p.m. seconded by Councilmember DeLuca. Motion passed 3-0.

9. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS

There were no items discussed.

10. COUNCIL REPORTS AND OTHER ACTIVITIES

Melvin reminded the residents and Council of Maple Plain Days.

11. VISITORS TO BE HEARD

There were no visitors

12. ADJOURNMENT

Councilmember DeLuca moved to adjourn the meeting at 6:40 p.m.; seconded by Councilmember Eisinger. Motion passed 3-0.

**Maple Plain City Council Meeting
Workshop Minutes
August 10, 2015
Maple Plain City Hall**

1. CALL TO ORDER

Mayor Young called the meeting to order at 5:30 p.m.

Present: Councilmembers Dave Eisinger, Mike DeLuca and Mayor Jerry Young. Also present were City Administrator, Tessia Melvin, and City Attorney, Jeff Carson.

Councilmembers McCoy and Maas-Kusske were absent

2. LMCC BUDGET DISCUSSION

Melvin presented the topic as Councilmember Maas-Kusske was absent. The Council discussed the contributions to the LMCC and the potential of a reimbursement for audio equipment.

3. HIGHWAY 12 SAFETY COALITION AUDIT DRAFT

Melvin presented this topic to the Council. Melvin asked the Council for any feedback to provide the Coalition. Councilmember Eisinger stated that any roundabouts in Maple Plain would kill the business community. He understands them being placed at Highway 90, but not inside Maple Plain. The City Council commented on the great work of the Coalition, but did not support any changes that would limit the business community. The Council also asked that the safety audit include adding signs to direct people to the HAWK signal.

4. OTHER

City Attorney, Carson, reported that the expansion of Collision Corner into the northern lots is illegal and he would be opposed to the City allowing the expansion of the business into those lots. Carson commented:

1. It is a non-conforming business and by state law they cannot expand the size of their business.

2. The licensing of Oak Street would not be considered an expansion, as the land is still owned by the City of Maple Plain and the conditions can be limited at anytime.

3. If Council wanted to allow the expansion of Collison Corners into the northern two lots, the City would have to change zoning from mixed use to commercial . As a result of this zoning change, Carson stated that the property owners near the northern lots would be successful in suing the City for decreasing the value of their land.

Carson urged staff to talk to the applicants to explain the legalities of the northern lots.

Melvin provided an update on the 2015 budget.

5. ADJOURNMENT

Councilmember DeLuca adjourned the meeting at 6:15 p.m.; seconded by Councilmember Eisinger. Motion passed 3-0.

CITY OF MAPLE PLAIN
Payments

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Current Period: September 2015

Batch Name	09/09/15 PAY	User Dollar Amt	\$0.00		
	Payments	Computer Dollar Amt	\$153,235.19		
			\$153,235.19	Out of Balance	
Refer	20879 <u>ADVANTAGE SIGN AND GRAPHIC</u>		-		
Cash Payment	E 101-45200-221 Equipment Parts	Park Signs			\$171.50
	Invoice 25917				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$171.50
Refer	20880 <u>ABDO EICK & MEYERS, LLP</u>		-		
Cash Payment	E 101-41500-312 Financial Services	Long term plan/2016 budget			\$3,500.00
	Invoice 351965				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$3,500.00
Refer	20881 <u>BUDGET PRINTING CENTER</u>		-		
Cash Payment	E 101-41500-437 Miscellaneous	Seal Coat Notificaiton			\$66.66
	Invoice 8610				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$66.66
Refer	20882 <u>CENTERPOINT ENERGY MINNEGA</u>		-		
Cash Payment	E 101-41940-383 Gas Utilities	City Hall			\$22.52
	Invoice				
Cash Payment	E 101-41940-383 Gas Utilities	Public Works			\$22.52
	Invoice				
Cash Payment	E 601-49400-383 Gas Utilities	Water Treatment Plant			\$48.12
	Invoice				
Cash Payment	E 602-49450-383 Gas Utilities	Lift Station			\$29.27
	Invoice				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$122.43
Refer	20883 <u>DAVES MULCH STORE</u>		-		
Cash Payment	E 101-45200-225 Landscaping Materials	Mulch			\$66.00
	Invoice				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$66.00
Refer	20884 <u>EHLERS & ASSOC.</u>		-		
Cash Payment	E 101-46500-319 Other Consulting Service	2015 Reporting			\$750.00
	Invoice 68389				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$750.00
Refer	20885 <u>ECM PUBLISHERS INC</u>		-		
Cash Payment	E 105-45100-340 Advertising	Maple Plain Days			\$555.19
	Invoice				
Cash Payment	E 105-45100-340 Advertising	Maple Plain Days			\$693.00
	Invoice				
Cash Payment	E 105-45100-340 Advertising	Maple Plain Days			\$333.90
	Invoice				
Cash Payment	E 105-45100-340 Advertising	Maple Plain Days			\$1,442.57
	Invoice				
Cash Payment	E 105-45100-340 Advertising	Maple Plain Days			\$367.80
	Invoice				
Cash Payment	E 101-41420-351 Legal Notices Publishing	Public Hearing			\$42.41
	Invoice				

CITY OF MAPLE PLAIN
Payments

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Current Period: September 2015

Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$3,434.87
Refer	20886	<i>MAPLE PLAIN/INDEPENDENCE FIR</i>		-	
Cash Payment	E 101-42290-307	Fire Administration	Fire Services- Sept		\$13,482.92
Invoice					
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$13,482.92
Refer	20887	<i>FRONTIER</i>		-	
Cash Payment	E 601-49400-321	Telephone	Water Treatment Plant Alarm		\$0.31
Invoice					
Cash Payment	E 601-49400-321	Telephone	Water Treatment Plant		\$62.56
Invoice					
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$62.87
Refer	20888	<i>GOPHER STATE ONE-CALL, INC.</i>		-	
Cash Payment	E 101-43000-437	Miscellaneous	Locates- August		\$45.05
Invoice	146238				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$45.05
Refer	20889	<i>G & K SERVICE</i>		-	
Cash Payment	E 101-43000-417	Uniform Rentals	Uniforms		\$41.50
Invoice					
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$41.50
Refer	20890	<i>HENN COUNTY ACCTS RECEIVAB</i>		-	
Cash Payment	E 101-42110-317	Board & Booking Fees	Board and Booking		\$527.00
Invoice	1000064153				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$527.00
Refer	20891	<i>HENN COUNTY INFO TECHNOLOG</i>		-	
Cash Payment	E 101-43000-419	General Rentals	Radio Lease		\$63.64
Invoice					
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$63.64
Refer	20892	<i>HAWKINS INC.</i>		-	
Cash Payment	E 601-49400-216	Chemicals & Chemical P	Water Chemicals		\$15.00
Invoice	3768760				
Cash Payment	E 601-49400-216	Chemicals & Chemical P	Water Chemicals		\$40.00
Invoice	3768947				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$55.00
Refer	20893	<i>LEAGUE OF MINNESOTA CITIES</i>		-	
Cash Payment	E 101-41110-331	Training & Travel	Membership Dues		\$1,938.00
Invoice	220929				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$1,938.00
Refer	20894	<i>LANO EQUIPMENT</i>		-	
Cash Payment	E 101-43000-400	Equipment Repair & Mai	Maintenance		\$91.87
Invoice					
Cash Payment	E 101-45200-221	Equipment Parts	Parks		\$343.81
Invoice	03-306693				
Cash Payment	E 101-43000-221	Equipment Parts	Public Works		\$126.17
Invoice	03-305323				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$561.85

CITY OF MAPLE PLAIN
Payments

Current Period: September 2015

Refer	20895	METRO WEST INSPECTION SERVI	-				
Cash Payment	E 101-42400-308	Building Inspection	Building Inspections			\$1,137.16	
Invoice							
Transaction Date	9/9/2015		Bank of Maple Plain	10100	Total	\$1,137.16	
Refer	20896	MORRIES BUFFALO FORD/MERCU	-				
Cash Payment	E 101-43000-400	Equipment Repair & Mai	Mirror			\$188.70	
Invoice	115666						
Transaction Date	9/9/2015		Bank of Maple Plain	10100	Total	\$188.70	
Refer	20897	MODERN ROADWAYS	-				
Cash Payment	E 451-43100-530	Improvements Other Tha	Skin Patching			\$1,400.00	
Invoice	8727						
Transaction Date	9/9/2015		Bank of Maple Plain	10100	Total	\$1,400.00	
Refer	20898	METROPOLITAN COUNCIL ENV SE	-				
Cash Payment	E 602-49450-319	Other Consulting Service	October			\$19,263.17	
Invoice							
Transaction Date	9/9/2015		Bank of Maple Plain	10100	Total	\$19,263.17	
Refer	20899	MINNESOTA MAYOR S ASSOCIATI	-				
Cash Payment	E 101-41310-433	Dues & Subscriptions	Young			\$30.00	
Invoice							
Transaction Date	9/9/2015		Bank of Maple Plain	10100	Total	\$30.00	
Refer	20900	MEDIACOM	-				
Cash Payment	E 601-49400-309	EDP, Software and Desi	Water Treatment Plant			\$89.90	
Invoice							
Transaction Date	9/9/2015		Bank of Maple Plain	10100	Total	\$89.90	
Refer	20901	NORLINGS LAKE MNTKA LANDSC	-				
Cash Payment	E 101-41940-520	Buildings & Structures	Sign Landscaping			\$3,950.00	
Invoice	30803						
Transaction Date	9/9/2015		Bank of Maple Plain	10100	Total	\$3,950.00	
Refer	20902	NORTH MEMORIAL OCCUP. MEDI	-				
Cash Payment	E 101-43000-437	Miscellaneous	Drug Screen- Stricklen			\$52.00	
Invoice							
Transaction Date	9/9/2015		Bank of Maple Plain	10100	Total	\$52.00	
Refer	20903	OFFICE DEPOT	-				
Cash Payment	E 101-41500-201	Office Supplies	Office Supplies			\$62.39	
Invoice							
Transaction Date	9/9/2015		Bank of Maple Plain	10100	Total	\$62.39	
Refer	20904	STANTEC CONSULTING SRVCS IN	-				
Cash Payment	E 101-43000-303	Engineering Services	General			\$360.00	
Invoice	948573						
Cash Payment	E 101-43100-303	Engineering Services	Streets			\$267.50	
Invoice	948576						
Cash Payment	E 601-49400-303	Engineering Services	Water			\$29.50	
Invoice	948578						
Cash Payment	E 602-49450-303	Engineering Services	Sewer			\$59.00	
Invoice	948579						

CITY OF MAPLE PLAIN

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Payments

Current Period: September 2015

Cash Payment	E 603-49455-303 Engineering Services	Storm		\$29.50
Invoice	948582			
Cash Payment	E 451-43100-303 Engineering Services	Main Street West/Rainbow		\$5,714.08
Invoice	948585			
Cash Payment	E 451-49450-303 Engineering Services	Budd Avenue		\$59.00
Invoice	948585			
Cash Payment	E 101-41110-303 Engineering Services	City Council Meetings		\$200.00
Invoice	948574			
Cash Payment	E 101-43000-303 Engineering Services	General		\$467.00
Invoice	948584			
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total \$7,185.58
Refer	20905 TESSIA MELVIN	-		
Cash Payment	E 101-41500-321 Telephone	Phone		\$50.00
Invoice				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total \$50.00
Refer	20906 UNITED FARMERS COOPERATIVE	-		
Cash Payment	E 101-43000-215 Shop Materials	Public Works Supplies		\$281.43
Invoice				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total \$281.43
Refer	20907 XCEL ENERGY	-		
Cash Payment	E 101-43160-381 Electric Utilities	Street Lights		\$1,975.17
Invoice				
Cash Payment	E 601-49400-381 Electric Utilities	Water Treatment Plant		\$2,154.70
Invoice				
Cash Payment	E 101-43160-381 Electric Utilities	Main Street		\$21.72
Invoice				
Cash Payment	E 101-43160-381 Electric Utilities	Oak Street		\$12.70
Invoice				
Cash Payment	E 101-43160-381 Electric Utilities	Park & Pool		\$30.92
Invoice				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total \$4,195.21
Refer	20908 WATERTOWN PARTS CO.	-		
Cash Payment	E 101-43000-213 Lubricants & Additives			\$33.49
Invoice	441834			
Cash Payment	E 101-43000-213 Lubricants & Additives			\$31.49
Invoice	441078			
Cash Payment	E 101-43000-221 Equipment Parts			\$14.97
Invoice	441807			
Cash Payment	E 101-43000-221 Equipment Parts			\$14.97
Invoice	441812			
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total \$94.92
Refer	20909 NAPA	-		
Cash Payment	E 101-43000-215 Shop Materials			\$23.58
Invoice	288143			
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total \$23.58
Refer	20910 NEOFUNDS BY NEOPOST	-		

CITY OF MAPLE PLAIN

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Payments

Current Period: September 2015

Cash Payment	E 101-41500-413 Office Equipment Rental	Meter Rental			\$112.48
	Invoice				
Cash Payment	E 101-41500-322 Postage	Postage			\$300.00
	Invoice				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$412.48
Refer	20911 PEARSON BROTHERS INC	-			
Cash Payment	E 250-43100-311 Contract Service	Seal Coat Project			\$88,814.38
	Invoice 3680				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$88,814.38
Refer	20912 MN DEPT OF HEALTH	-			
Cash Payment	E 601-49400-438 Collected for Other Agen	Quarterly State Surcharge			\$985.00
	Invoice				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$985.00
Refer	20913 MN DEPT TRANSPORTATION	-			
Cash Payment	R 101-36500 Collected for other Governme	Liesch- September			\$130.00
	Invoice				
Transaction Date	9/9/2015	Bank of Maple Plain	10100	Total	\$130.00

Fund Summary

	10100 Bank of Maple Plain	
101 GENERAL FUND		\$31,049.24
105 COMMUNITY EVENTS FUND		\$3,392.46
250 STREET MAINTENANCE FUND		\$88,814.38
451 CAPITAL IMPROVEMENT PROJECTS		\$7,173.08
601 WATER FUND		\$3,425.09
602 SEWER FUND		\$19,351.44
603 STORM WATER FUND		\$29.50
		<u>\$153,235.19</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$153,235.19
Total	<u>\$153,235.19</u>



August 27, 2015

City of Maple Plain
1620 Maple Avenue
PO Box 97
Maple Plain, MN 55359

Re: Services rendered July 4, 2015 through August 7, 2015

Please find enclosed our invoices dated August 27, 2015 for the projects listed below. These invoices are due within 30 days.

Project	Invoice No.	Name	Amount
193801803	948573	Maple Plain General 2013	360.00
193801804	948574	Maple Plain 2013 Public Meetings	200.00
193801805	948576	Maple Plain 2013 Streets and Pathways	267.50
193801806	948578	Maple Plain 2013 Water	29.50
193801807	948579	Maple Plain 2013 Sewer	59.00
193801808	948582	Maple Plain 2013 Storm Sewer	29.50
193801809	948584	Maple Plain 2013 Development Review	467.00
193802383	948585	Maple Plain Budd Avenue Sewer Improvements	59.00
193802390	948585	Main Street W. & Rainbow Ave. Utility and Street Improvements	5,714.08
		Total Amount Due	\$7,185.58

Thank you for allowing us to provide our services to your community. Please remit all invoice payments to our lockbox at:

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693

If you have questions regarding these invoices, please contact me at (651) 604-4829

Sincerely,
Stantec

Dan Boyum, P.E.
Client Service Manager

Enclosures



INVOICE

Invoice Number 948573
Invoice Date August 27, 2015
Customer Number 92656
Project Number 193801803

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - General Services

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$360.00
For Period Ending: August 7, 2015

INVOICE

Invoice Number

948573

Project Number

193801803

Top Task 300 **General Engineering - General correspondence, review issues with City Planner on feasibility process and downtown redevelopment, prepare memo on study, respond to Prinzing property owner questions, discussions with City Staff, and general engineering administration.**

Professional Services

Billing Level	Hours	Rate	Current Amount
Project Manager	6.00	60.00	360.00
	<u>6.00</u>		<u>360.00</u>
Professional Services Subtotal	<u>6.00</u>		<u>360.00</u>

Top Task 300 Total **360.00**

Total Fees & Disbursements \$360.00

INVOICE TOTAL (USD) **\$360.00**



INVOICE

Invoice Number 948574
Invoice Date August 27, 2015
Customer Number 92656
Project Number 193801804

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Public Meetings

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$200.00
For Period Ending: August 7, 2015

Due on Receipt

25

INVOICE

Invoice Number

948574

Project Number

193801804

Top Task 302

Meeting Attendance - Attend Council Meetings on July 7, 21, 27, and August 4, 2015.

Progress Charge

	# of Meetings	Amount Per	Current Amount
	4	50.00	200.00
Progress Charge Subtotal			<u>200.00</u>

Top Task 302 Total

200.00

Total Fees & Disbursements

\$200.00

INVOICE TOTAL (USD)

\$200.00



INVOICE

Invoice Number 948576
Invoice Date August 27, 2015
Customer Number 92656
Project Number 193801805

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Streets and Pathways

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$267.50
For Period Ending: August 7, 2015

Due on Receipt

27

INVOICE

Invoice Number

948576

Project Number

193801805

Top Task 300

Small City Road Funding, Pavement Management review and comments, and seal coat notice and staff discussions on schedule.

Professional Services

Billing Level	Hours	Rate	Current Amount
Project Manager	2.00	60.00	120.00
	<u>2.00</u>		<u>120.00</u>
Professional Services Subtotal	<u>2.00</u>		<u>120.00</u>

Top Task 300 Total

120.00

Top Task 301

General - Provide seal coat information to staff and check on schedule, review ROW discussions, check on record plans and County information and forward to staff.

Professional Services

Billing Level	Hours	Rate	Current Amount
Project Manager	1.25	118.00	147.50
	<u>1.25</u>		<u>147.50</u>
Professional Services Subtotal	<u>1.25</u>		<u>147.50</u>

Top Task 301 Total

147.50

Total Fees & Disbursements \$267.50

INVOICE TOTAL (USD) \$267.50



INVOICE

Invoice Number 948578
Invoice Date August 27, 2015
Customer Number 92656
Project Number 193801806

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Water

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$29.50
For Period Ending: August 7, 2015

Due on Receipt

29

INVOICE

Invoice Number

948578

Project Number

193801806

Top Task 301 General - General water system administration.

Professional Services

Billing Level	Hours	Rate	Current Amount
Project Manager	0.25	118.00	29.50
	0.25		29.50
Professional Services Subtotal	0.25		29.50

Top Task 301 Total **29.50**

Total Fees & Disbursements \$29.50

INVOICE TOTAL (USD) **\$29.50**



INVOICE

Invoice Number 948579
Invoice Date August 27, 2015
Customer Number 92656
Project Number 193801807

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Sewer

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$59.00
For Period Ending: August 7, 2015

INVOICE

Invoice Number

948579

Project Number

193801807

Top Task 301

Review sanitary sewer record plan information and forward to public works and general sewer system administration.

Professional Services

Billing Level

Hours

Rate

Current Amount

Project Manager

0.50

118.00

59.00

0.50

59.00

Professional Services Subtotal

0.50

59.00

Top Task 301 Total

59.00

Total Fees & Disbursements

\$59.00

INVOICE TOTAL (USD)

\$59.00



INVOICE

Invoice Number 948582
Invoice Date August 27, 2015
Customer Number 92656
Project Number 193801808

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Storm Sewer

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$29.50
For Period Ending: August 7, 2015

Due on Receipt

33

INVOICE

Invoice Number

948582

Project Number

193801808

Top Task 301 Review general storm sewer information.

Professional Services

Billing Level	Hours	Rate	Current Amount
Project Manager	0.25	118.00	29.50
	<u>0.25</u>		<u>29.50</u>
Professional Services Subtotal	<u>0.25</u>		<u>29.50</u>

Top Task 301 Total **29.50**

Total Fees & Disbursements \$29.50

INVOICE TOTAL (USD) **\$29.50**



INVOICE

Invoice Number 948584
Invoice Date August 27, 2015
Customer Number 92656
Project Number 193801809

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Development Review

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$467.00
For Period Ending: August 7, 2015

Due on Receipt

35

INVOICE

Invoice Number

948584

Project Number

193801809

Top Task 301 **5735 Main Street West Site Plan - coordinate and review site plan, prepare comments, forward comments to staff, review questions from neighbor with staff, contact property owners engineer to discuss swale and updating grading plans, update staff on discussions.**

Professional Services

Billing Level	Hours	Rate	Current Amount
Engineer	1.25	114.00	142.50
	<u>1.25</u>		<u>142.50</u>
Project Manager	2.75	118.00	324.50
	<u>2.75</u>		<u>324.50</u>
Professional Services Subtotal	<u>4.00</u>		<u>467.00</u>

Top Task 301 Total **467.00**

Total Fees & Disbursements \$467.00

INVOICE TOTAL (USD) **\$467.00**



INVOICE

Invoice Number 948585
Invoice Date August 27, 2015
Customer Number 92656
Project Number 193802383

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Budd Ave. Sewer Improvements

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$59.00
For Period Ending: August 7, 2015

Due on Receipt

37



INVOICE

Invoice Number 948627
Invoice Date August 27, 2015
Customer Number 92656
Project Number 193802390

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Main St. W. & Rainbow Ave. Utility and Street Improvements

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$5,714.08
For Period Ending: August 7, 2015

Due on Receipt

39

INVOICE

Invoice Number
Project Number

948627
193802390

Top Task 700
Additional Services - 5990 Main St. W. drainage revisions and staking, respond to property owners, coordinate pin relocating, address questions for 1504 Rainbow Ave. draintile and 5679 Main St. tree items along with memo, site visits, discussions with State Attorney General on correspondence, update staff and City Attorney, review mailbox locations and post office feedback, review rear yard drainage.

Professional Services

Billing Level	Hours	Rate	Current Amount
Crew Chief	3.00	91.00	273.00
	3.00		273.00
Engineer	1.75	97.00	169.75
	2.00	114.00	228.00
	3.75		397.75
Field Supervisor	11.00	103.00	1,133.00
	11.00		1,133.00
Land Surveyor	1.00	87.00	87.00
	1.00		87.00
Project Manager	32.00	118.00	3,776.00
	32.00		3,776.00
Professional Services Subtotal	50.75		5,666.75

Usages

	Current Amount
Usage - Vehicle 07/06/15	47.33
Usages Subtotal	47.33

Top Task 700 Total **5,714.08**

Total Fees & Disbursements \$5,714.08

INVOICE TOTAL (USD) **\$5,714.08**



Agenda Information Memorandum
September 14, 2015 - Maple Plain City Council

6. ADMINISTRATIVE REPORTS
A. ADMINISTRATIVE MONTHLY REPORT

ACTION TO BE CONSIDERED

To receive and accept the monthly report from City Administrator Tessia Melvin.

FACTS

- Report will be given at the meeting.

ATTACHMENTS

No Attachments.



Agenda Information Memorandum
September 14, 2015 - Maple Plain City Council

6. ADMINISTRATIVE REPORTS
B. 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.

To:	Honorable Mayor and Council, City Staff City of Maple Plain	From:	Dan D. Boyum City Engineer
File:	193801804	Date:	September 10, 2015

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

- Prepared final payment request. Will bring payment request to Council for approval after receipt of various closeout forms.

Main Street West and Rainbow Avenue – Utility and Street Improvements

- Responded to property owner questions.
- Met with Contractor on punchlist items.
- Met with property owners on concerns.
- Reviewed process with City Staff and City Attorney related to City hiring new contractor to complete restoration items.
- Updated LaTour on this hiring of a restoration contractor item.

Meadows of Maple Plain

- Attended preconstruction meeting on August 25.
- S.M. Hentges and Sons of Jordan, Minnesota will be the developer's contractor.
- Mobilization is planned for September 10th and site grading beginning, weather permitting.
- Utility work is proposed to begin the last week of September or the first week in October.

2015 Seal Coat

- The contractor did seal coating on August 26.
- Sweeping of the loose rock will be done soon.

Miscellaneous

1. Prepared monthly engineering report.
2. Attended staff and council meetings.
3. Prepared information on the schedule for the feasibility study for downtown redevelopment.
4. Reviewed right of way widths with staff.



Agenda Information Memorandum
September 14, 2015 - Maple Plain City Council

6. ADMINISTRATIVE REPORTS
C. WEST HENNEPIN PUBLIC SAFETY MONTHLY REPORT

ACTION TO BE CONSIDERED

To receive and accept the monthly report from Police Chief Gary Kroells.

FACTS

- See Attached

ATTACHMENTS

Attached is the monthly report from Police Chief Gary Kroells.



Date: September 8, 2015
To: Public Safety Commissioners
City of Independence Council Members
City of Maple Plain Council Members
From: Director Gary Kroells *G. Kroells*
SUBJECT: AUGUST 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

**Monthly Activity Report
August 2015**

Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
City Of Independence				
Criminal	24	12	89	66
Traffic	189	205	1,650	1,171
Part III	10	5	78	64
Part IV	40	30	264	302
Part V	208	180	1,271	1,212
Total City of Independence	471	432	3,352	2,815
City Of Maple Plain				
Criminal	4	8	47	52
Traffic	66	47	436	362
Part III	8	10	47	61
Part IV	26	21	176	154
Part V	167	152	1,017	1,147
Total City Of Maple Plain	271	238	1,723	1,776
Grand Total Both Cities	742	670	5,075	4,591
TZD	16	0	211	0
Agency Assists	39	24	237	193
Total ICR Reports	797	694	5,523	4,784
Mileage	10,854	11,960	102,623	91,436
How Received				
Fax	7	22	86	109
In Person	44	134	302	889
Mail	2	5	27	25
Other	6	6	28	38
Phone	52	56	353	382
Radio	235	195	1,529	1,479
Visual	376	276	2,786	1,862
Email	4	0	29	0
Lobby Walk In	71	0	383	0
Total	797	694	5,523	4,784

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

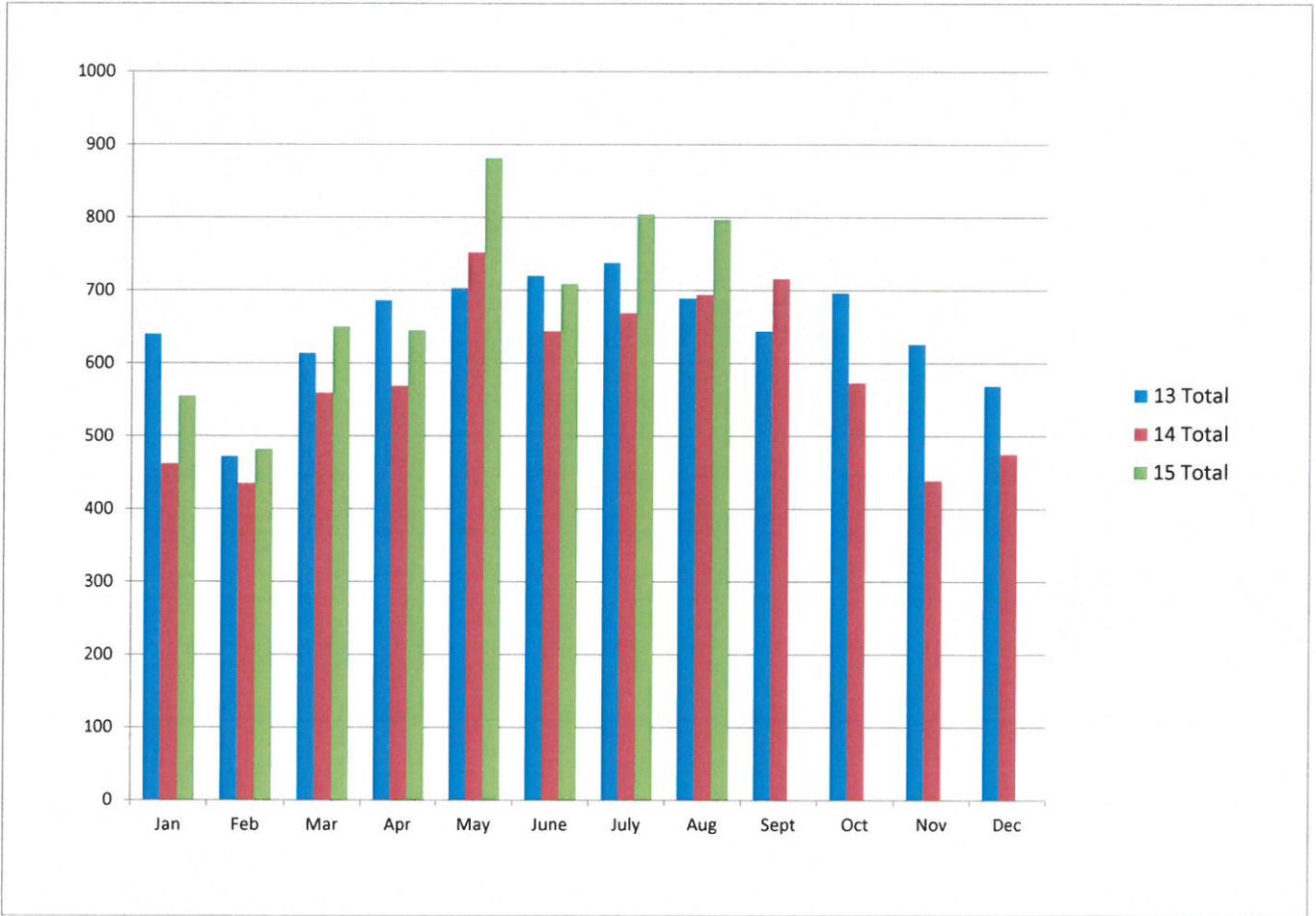
AGN	ICR	Title	Grid #	Reported Date	MOC range
WHPS	15004729	3rd Degree DWI	3	8/1/2015	JFWA2
WHPS	15004824	Property Damage / Pioneer Creek Community Park	3	8/5/2015	P3129
WHPS	15004875	4th Degree DWI	3	8/6/2015	JGW01
WHPS	15004896	Drugs-Small Amt of Marijuana in M-V Drugs-Paraphernalia Possession	3	8/7/2015	DA540
WHPS	15004958	Property Damage / Pioneer Creek Community Park	3	8/10/2015	P3129
WHPS	15004993	Harassment Restraining Order Violation	3	8/11/2015	N123B
WHPS	15005030	3rd Degree DWI / Open Bottle	3	8/12/2015	JFW01
WHPS	15005119	Damage Property - Mailbox	3	8/15/2015	P3119
WHPS	15005127	Damage Property - Mailbox	3	8/16/2015	P3119
WHPS	15005129	Damage Property - Mailbox	5	8/16/2015	P3119
WHPS	15005131	Damage Property - Mailbox	3	8/16/2015	P3119
WHPS	15005132	Damage Property - Mailbox	3	8/15/2015	P3119
WHPS	15005133	Damage Property - Mailbox	3	8/16/2015	P3190
WHPS	15005247	Theft from Property	5	8/21/2015	TC999
WHPS	15005270	Domestic Assault	4	8/22/2015	AL351
WHPS	15005369	2nd Degree DWI/Forfeiture	5	8/25/2015	JEW01
WHPS	15005435	Storage Unit Burglary - Main Case	3	8/28/2015	B0794
WHPS	15005443	Storage Unit Burglary	3	8/28/2015	B0794
WHPS	15005484	Storage Unit Burglary	3	8/30/2015	B0794
WHPS	15005486	Storage Unit Burglary	3	8/30/2015	B0794
WHPS	15005487	Storage Unit Burglary	3	8/30/2015	B0794
WHPS	15005490	Storage Unit Burglary	3	8/29/2015	B0794
WHPS	15005491	Storage Unit Burglary	3	8/30/2015	B0794
WHPS	15005517	Storage Unit Burglary	3	8/31/2015	B0794

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

AGN	ICR	Title	Grid #	Reported Date	MOC range
WHPS	15004782	Theft by Swindle	2	8/3/2015	U1060
WHPS	15004996	Fireworks - Illegal M-77	1	8/11/2015	W3680
WHPS	15005090	Assault/Disorderly Conduct	1	8/14/2015	N3030
WHPS	15005222	Theft from Boat	2	8/20/2015	TC169

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

AGN	ICR	Title	Grid #	Reported Date	MOC range
WHPS	15005273	3rd Degree DWI	72	8/22/2015	JFWA1
WHPS	15005305	2nd Degree DWI / Vehicle Forfeiture	72	8/23/2015	JEW01



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY August 2015 Activity Report

Year to Date Activity Report

At the end of August 31, 2015 West Hennepin Public Safety (WHPS) handled a total of 5,523 incident complaints 1,723 incidents in Maple Plain and 3,352 in Independence. This is an increase of 739 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:

Personal Injury Crash / 3rd Degree DWI

Aug 1 A caller reported a vehicle had flipped over in the ditch at Co Rd 90 and Fogelman Road, Independence. The driver, Cody Raymond Roskowiak, 19 from Delano was arrested for 3rd Degree DWI, DMT resulted in .11 BAC. Rosowiak had minor injuries and refused medical attention.

Medical

Aug 2 WHPS responded to the Twin City Polo Club in the 6700 block of Turner Road, Independence for an elderly lady who was lying down on the ground. The temperature was approximately 90 degrees and humidity was high. The female had laid down on her own as she was feeling weak. The female was transported to the hospital by ambulance.

Suspicious Vehicle Occupied

Aug 3 WHPS responded to the 5200 block of Bryantwood Drive, Maple Plain for a reported occupied vehicle parked on the street, lights on and the vehicle was running. WHPS officer found the female driver was sleeping and the officer woke her up. The driver had been involved in a domestic and did not have a place to stay and was working with a domestic abuse advocate to help her.

Property Damage

Aug 5 Suspect drove in the grass area of Pioneer Creek Community Park at 2055 Co Rd 90, Independence causing property damage. If you have any information please contact WHPS at 763-479-0500 your call will stay confidential. This is our resident's community park that is being disrespected and vandalized.

Stow Away on BNSF Train

Aug 5 A citizen reported she was stopped at the Co Rd 90, Independence railroad tracks for a westbound Burlington Northern Santé Fe train. As the train cars passed by she saw a younger male tucked down on one of the box cars towards the rear of the train and thought he looked out of place. BNSF was contacted and given the information.

Agency Assist Wright County/ Pursuit-DWI

Aug 6 WHPS Officer responded to assist the Wright County Sheriff's Department with a vehicle refused to pull over for their deputies. The vehicle was EB on Hwy 12 from the county line. It had been involved in a hit and run crash and several traffic violations. WHPS Officer got behind the vehicle and followed for about 1 ½ miles with red lights and siren on at about 45 MPH when the vehicle finally slowed and came to a stop on the shoulder of the roadway in the 6700 block of Hwy 12 in Independence. The 68 year old female driver from Kimball pulled over and was removed from her vehicle and was arrested for DWI and fleeing police in a motor vehicle. Wright County Sheriff's Office took custody of her.

4th Degree DWI

Aug 6 WHPS Officer located the vehicle that had left the scene of damage to property in the 2600 block of Co Rd 90, Independence and found the driver under the influence of alcohol. Mary Jo Gray, 59 of Excelsior arrested for 4th Degree DWI, .12 BAC.

Illegal Dumping / Use of Compost Site

Aug 8 WHPS responded to a complaint of illegal compost site dumping at the Maple Plain Compost, 1270 Poplar Avenue, Maple Plain. A commercial tree trimmer was cutting trees and brush for a resident and then dumping the brush on the compost site. A resident may use the city compost for their brush cuttings; it is not allowed for companies to come in and use the compost for their cuttings. Contact was made with the tree trimming company who was told to stop the illegal dumping.

Attempted Scam

Aug 9 A resident in the 2100 block of Heritage Trail, Independence posted furniture for sale on Craig's List. A buyer wanted to pay the resident \$500.00 over the asking price and stated when the furniture is picked up she was to pay them the \$500.00 that was over paid. The resident recognized it was a scam and buyer was informed she was calling the police.

Damage to Property

Aug 10 WHPS responded to the Pioneer Creek Community Park, 2055 Co Rd 90 for additional damage done in the park. Someone drove on the grass area again and did 'donuts' creating damage to the park. If you have any information please contact WHPS at 763-479-0500. The case is under investigation.

Fireworks

Aug 11 WHPS officer could hear very loud fireworks sounding like a large caliber rifle in the 1800 block of Newport Street, Maple Plain. A 27 year male from Maple Plain was located. The male was carrying a bag of M-77 fireworks and admitted he knew they were illegal. The fireworks were confiscated and the male was issued a citation for Illegal Possession / Use of Fireworks.

3rd Degree DWI

Aug 12 WHPS received a traffic complaint of a white truck driven all over the roadway at Highway 12 and Co Rd 92N, Independence. WHPS officer observed the vehicle travel over the fog line and center line. The driver Martin Henry Meyers, 52 from Maple Lake was arrested for 3rd Degree DWI, breath alcohol content .30. Meyers was transported to Hennepin Co Jail and booked for 3rd Degree DWI.

Civil

Aug 14 Caller in the 6000 block of Fieldstone Place, Independence requested information on removing squatters from his house. The caller stated they are not relatives and he had allowed a person to move in and was unaware the person was bringing his wife and 5 dogs. They were given until 8:00 a.m. on Saturday to leave.

Assault

Aug 14 Victim reported he honked at a driving violator and pulled into a business in the 5000 block of Highway 12, Maple Plain and the violator pulled in front of him, got out of the vehicle and pushed him down. The violator, a 50 year old male from St Paul was issued a citation for "Disorderly Conduct."

Suspicious Acts: Prowlers

Aug 14 At 9:32 p.m. a homeowner in the 5400 block of Anderson Estates Road, Independence reported that someone rang his door bell. The homeowner reported they went to the door and no one was there. A few minutes later someone rang the doorbell again and no one was found at the door. Then someone was at the back door, banging on the lower and upper doors and the family was scared and called 9-1-1. WHPS officer checked the area and found footprints in the grass by the rear door that went around the house and to the driveway. Shortly after a vehicle was located, parked at the Luce Line. Muddy camouflage outfits were on top of the vehicle and other clothing in the immediate area. Four juvenile males were located: 16 year old from Independence, 17 year old from Wayzata, 16 year old from Minnetrista and 16 year old from Maple Plain. Juveniles were sent home.

Agency Assist / Fall / Cuts

Aug 15 At 12:31 a.m. WHPS officer responded to the Holiday Gas Station at 1300 Baker Park Rd, Medina to assist with a 9 year old boy who was found walking on Co Rd 19 and was bleeding. The father was located at Baker Park campsite who said his son has a habit of sleep walking. The father was sleeping in a tent while his son slept with friends in a camper. The boy was treated by North Memorial paramedics and released to his father. The father was very thankful for each officer that assisted.

Road Rage /Driving Dispute

Aug 17 WHPS officer observed two vehicles stopped side by side at a green light at Highway 12 and Co Rd 139, Independence. One vehicle turned around very quickly and the second vehicle turned around right behind the other vehicle. The drivers were stopped and it was found they had been yelling at each other as one had been tailgated. Both were warned on their driving conduct, having road rage and how it puts all other motorist at risk.

Fall

Aug 17 A neighbor in the 1800 block of Howard Ave, Maple Plain reported they found their neighbor crawling in the yard yelling for help. The neighbor had fallen off a ladder, struck his head and was bleeding. Maple Plain Rescue and North Ambulance assisted. The victim was transported to the hospital.

Theft

Aug 20 WHPS Officer responded to 4900 block of Industrial Street, Maple Plain for theft of two boat motor props. Approximate loss \$2,500.00.

Fatality Crash

Aug 20 WHPS responded to Co Rd 92N and Highway 12, Independence for a passenger car struck by an RV towing a trailer. The driver of the passenger car, a 39 year old male from St. Michael died at the hospital as a result of the crash. Crash is still under investigation.

Crash Property Damage

Aug 20 WHPS responded to property damage crash at 6:29 p.m. at Co Rd 11 and Co Rd 90, Independence. Three vehicles were involved in the crash. A 58 year old male from Watkins stated the vehicles in front of him came to a fast stop and he was unable to stop in time and rear-ended the vehicle in front of him which caused that vehicle to rear-end the vehicle in front of her. The driver was issued a citation for "Fail to Drive with Due Care". No injuries.

Theft

Aug 21 Theft reported in the 3800 block of County Line Road, Independence. The victim reported someone stole his Stihl Weed Whip and Stihl Blower from his property. The case is under investigation.

Domestic Assault Arrest

Aug 22 WHPS responded to the 4900 block of Klaers Drive, Independence for a reported domestic. It was found the domestic was physical and one 41 year old male taken into custody, arrested and transported to Hennepin County Jail.

Agency Assist Medina Pursuit-Damage to Squad

Aug 22 Medina Police was pursuing a suspect vehicle WB on Hwy 55 and WHPS assisted with the arrest in Rockford at County Road 92 and Hwy 55. The suspect continued to flee after going into the ditch and was attempting to get back on the road when WHPS and Medina Police used their squads to stop the pursuit. Suspect was arrested and charged with felony flee police in a motor vehicle, DWI, and damage to property. WHPS squad was damaged and repairs were approximately \$4,000 which was covered by insurance.

DWI

Aug 23 WHPS officer working 'Towards Zero Death' at Bushaway Road & Highway 12, Wayzata, arrested Audrey Aurora Chestnut, 31 from St. Louis Park for 2nd Degree DWI, BAC .10. She had her 10 year old son in the car. Chestnut was issued charges and booked into Hennepin County Jail. Her vehicle is pending forfeiture. The child was released to a family friend. Child protection services were also notified of this case.

Suspicious Act

Aug 24 At 9:20 p.m. WHPS officer observed a vehicle parked behind a business in the 6500 block of Highway 12, Independence. The driver was looking through the dumpsters for scrap wire or anything of value to recycle. The driver was warned for rummaging through dumpsters behind businesses. While speaking with the driver an employee came out and told the driver he could have the scrap wire that is inside the business. It was explained to the driver how it is easier to get permission so it is not trespassing and he agreed that is the better way to do it.

Agency Assist HCSO Amputation

Aug 25 WHPS officers responded for agency assist for Hennepin County Sheriff's Office to the Lake Sarah Boat access for reported amputation of thumb. The victim's thumb was severed and two other fingers had the tips ripped off. North Memorial Ambulance paramedics arrived to assist.

Smoke / Fire

Aug 25 WHPS responded to the 5200 block of Bryantwood Drive Maple Plain for smoke coming out of a building and fire was not seen. The building was evacuated and it was found it was an oven fire. Maple Plain Fire cleared the building of smoke.

Fire Code Violation

Aug 25 WHPS officer found fire code violations in the 5200 block of Bryantwood Drive, Maple Plain. The case is under investigation and forwarded for a fire inspection.

2nd Degree DWI

Aug 25 WHPS officer observed a vehicle cross over the fog line at Highway 12 and County Line Rd, Independence. The driver, Andrew Stephan Joyal, 28 from Buffalo. Joyal was arrested for 2nd Degree DWI, .23 BAC and transported to Hennepin County Jail. His vehicle is pending forfeiture.

Recovered / Stolen Motorcycle

Aug 26 While WHPS officer was assisting with a civil escort in the 5200 block of Manchester Drive, Maple Plain and a stolen motorcycle was found in the garage. The motorcycle was confirmed stolen. The m/c was seized and the case is under investigation.

Harassment

Aug 27 Female horseback rider reported at Turner Road / Pioneer Creek Road, Independence a male and female on a black ATV intentionally drove towards her horse trying to scare her.

Burglary Storage Unit

Aug 28 Reported to WHPS in the 6200 block of Highway 12, Independence storage units were broken into. Eight units were checked and four had property stolen from them. The cases are under investigation.

Personal Injury Crash

Aug 28 Caller reported a car crash at Co Rd 19 & Barker Park Rd, Maple Plain. The driver, a 16 year old male from Independence turned in front of a vehicle traveling southbound on Co Rd 19. The airbags had deployed in the southbound vehicle driven by a 41 female from Buffalo. The female had minor injuries and refused transportation to the hospital. The male driver was issued a citation for "Fail to Yield Right of Way".

Medical / Unconscious

Aug 29 Caller reported a medical in the 1800 block of Budd Avenue, Maple Plain. Upon arrival WHPS officers found the male had been drinking heavily for 5 days and suddenly went unconscious. The male was conscious and agreed to be transported by ambulance to the hospital.



Agenda Information Memorandum
 September 14, 2015 Maple Plain City Council

8. NEW BUSINESS

**A. RESOLUTION AUTHORIZING AMENDMENT TO
 RESIDENTIAL RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY –
 RESOLUTION 15-0914-01**

ACTION TO BE CONSIDERED

To approve resolution 15-0914-01 approving the adopted amendments to the Residential Recycling Funding Policy through Hennepin County.

FACTS

- On June 16, 2015, the Hennepin County Board adopted a resolution to amend the Residential Recycling Funding Policy, which determines how grant funds are distributed to cities.
- The following changes were approved:
 1. *Extend the contract period from December 31, 2015 to December 31, 2016*
 2. *Incorporate state requirements to expend additional SCORE funds on organics recycling*
 - *Allocate the base year amount plus 50% of additional SCORE funds to recycling*
 - *Allocate 50% of additional SCORE funds to organics*
 3. *Set the terms and conditions for cities that accept organics funding (Section III of the funding policy).*
- Background on funding:

In 2014 we received about \$2.9m from the state. That is considered the base year amount. In 2015 we received additional SCORE funds. To paraphrase state statute, beginning in fiscal year 2015 and continuing thereafter, of any SCORE money that exceeds the amount the county received in fiscal year 2014, at least 50 percent must be expended on organics. So, in 2015 and 2016 there will be two pots of money, one for recycling and one for organics. The table below provides the details. In 2015 we received \$813,764 more than the base year. Half of that additional amount must be spent on organics. In 2016 we expect to receive about \$580,000 more than the base year. Again, half of that additional amount must be spent on organics. There will be a separate application process for organics funds.

Year	Hennepin Total SCORE \$	Hennepin Additional SCORE \$	Hennepin Recycling Funds	Hennepin Organics Funds

2013	\$ 2,849,574	\$ -	\$ 2,849,574	\$ -
2014 base year	\$ 2,867,972	\$ -	\$ 2,867,972	\$ -
2015	\$ 3,681,736	\$ 813,764	\$ 3,274,854	\$ 406,882
2016 projected	\$ 3,450,000	\$ 582,028	\$ 3,158,986	\$ 291,014

- In 2015, the City of Maple Plain will receive about \$7,181.00 in grant funds.
- These funds are used to educate and promote recycling within the City of Maple Plain.
- The grant helps to cover costs of sending out materials such as pamphlets, brochures, and other educational materials to residents.
- The grant is helped to promote many different types of recycling in our newsletter and to help with the City's annual Clean Up Day.

ATTACHMENTS

Attached is Resolution 15-0914-01 and the Residential Recycling Funding Policy

Resolution No. 15-0914-01

**RESOLUTION AUTHORIZING AMENDMENT TO
RESIDENTIAL RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY**

WHEREAS, pursuant to Minnesota Statutes, Chapter 115A.552, Counties shall ensure that residents have an opportunity to recycle; and

WHEREAS, Hennepin County Ordinance 13 requires that each city implement and maintain a recycling program; and

WHEREAS, the Hennepin County Board adopted a resolution to amend the Hennepin County Residential Recycling Funding Policy to incorporate requirements to expend additional SCORE funds on organics recycling, and extend the contract period of the Residential Recycling Funding Policy from December 31, 2015 to December 31, 2016; and

WHEREAS, in order to receive grant funds, the City must sign an agreement; and

WHEREAS, the City wishes to receive these grant funds each year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maple Plain, Minnesota, that the City Council accepts the agreement as proposed.

BE IT FURTHER RESOLVED, that the City Council authorizes that Mayor, City Administrator or designee to execute such Residential Grant Agreement with the County.

This resolution was passed by the City of Maple Plain City Council on September 14, 2015.

Members voting in favor: _____. Members voting against.

City of Maple Plain Mayor
Jerry Young

City Administrator Tessia Melvin

Attachment A

Hennepin County Residential Recycling Funding Policy

January 1, 2012 – December 31, 2016



Public Works
Environment and Energy Department

I. Policy Description

The Hennepin County Board of Commissioners determined that curbside collection of recyclables from Hennepin County residents is an effective strategy to reduce reliance on landfills, prevent pollution, reduce the toxicity of waste, conserve natural resources and energy, improve public health, support the economy, and reduce greenhouse gases. Therefore, the county adopted the goals established by the Minnesota Pollution Control Agency (MPCA) in its Metropolitan Solid Waste Management Policy Plan and developed a Residential Recycling Funding Policy to help reach a 75% recycling rate by 2030.

The county will distribute all Select Committee on Recycling and the Environment (SCORE) funds received from the state to cities for curbside collection of residential recyclables, including organics. If cities form a joint powers organization responsible for managing a comprehensive recycling and waste education system for the residents of those cities, the county will distribute a recycling grant to that organization. Cities are expected to fulfill the conditions of the policy.

Length of Residential Recycling Funding Policy

Hennepin County is committed to implement this policy and continue distributing all SCORE funds received from the state for the purpose of funding curbside residential recycling programs from January 1, 2012 through December 31, 2016. The county may revise this policy if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. In the event that SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with cities to develop a subsequent recommendation for the county board that will continue this policy and fund curbside recycling programs.

Fund Distribution

The county will distribute to the cities one hundred percent (100%) of SCORE funds that the county receives from the state. SCORE funds are based on revenue collected by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on actual SWM revenue and the funds allocated by the State Legislature. Funds distributed to cities for the current calendar year will be based on SCORE funds received by the county in the state's corresponding fiscal year.

In 2014 the State Legislature allocated additional funds to SCORE in 2015 and 2016. Beginning in fiscal year 2015 and continuing thereafter, of any money distributed that exceeds the amount the county received in fiscal year 2014, 50 percent must be expended on organics recycling.

II. Recycling

Allocation of Funds

The following formula will be utilized to determine each city's recycling SCORE grant each year.

$$\frac{\text{\# of households with curbside recycling in city}}{\text{Total \# of households with curbside recycling in county}} \times \text{Total SCORE funds available for recycling} = \text{Recycling grant amount available to the city}$$

Eligible households are defined as single family through eight-plex residential buildings or other residential buildings where each housing unit sets out refuse and recycling containers for curbside collection. The cities will determine the number of eligible households by counting the number of households with curbside recycling service on January 1 of each funding year. The number will be reported in the application for funding.

The total SCORE grant available for recycling will equal the 2014 base year amount plus 50 percent of additional SCORE funds. If the total SCORE funds are less than the 2014 base year, 100 percent of those funds will be available for recycling.

The grant can be used for recycling program expenses including capital and operating costs. Expenses associated with residential collection of organics are eligible recycling program expenses. However, yard waste expenses are ineligible. If organics and yard waste are commingled, the organics expenses must be tracked separately.

Responsibilities of Cites

A. Grant Agreement

Each city seeking funding under the terms of the Residential Recycling Funding Policy must enter into a Residential Recycling Grant Agreement with the county for a term concurrent with the expiration of this policy, December 31, 2016. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement.

B. Application for Funding

Each city must complete an annual application by February 15 to receive funding for that year. The application consists of the Re-TRAC web-based report and a planning document submitted to the county describing the programs or activities the applicant will implement to increase recycling and make progress toward recycling goals.

C. Minimum Program Performance Requirements

1. Collection of Recyclables. Cities that contract for curbside recycling services will require a breakout of the following expenses when renewing or soliciting bids for new recycling services:
 - a) containers – if provided by the hauler
 - b) collection service
 - c) processing cost per ton
 - d) revenue sharing

2. Materials to be Collected. At a minimum, the following materials must be collected curbside:
 - a) Newspaper and inserts;
 - b) Cardboard boxes;
 - c) Glass food and beverage containers;
 - d) Metal food and beverage cans;
 - e) All plastic containers and lids, #1 – Polyethylene Terephthalate (PET, PETE), #2 High Density Polyethylene (HDPE), #3 – Vinyl Polyvinyl Chloride (PVC), #4 – Low Density Polyethylene (LDPE) and #5 – Polypropylene (PP) plastic bottles, except those that previously contained hazardous materials or motor oil;
 - f) Magazines and catalogs;
 - g) Cereal, cracker, pasta, cake mix, shoe, gift, and electronics boxes;
 - h) Boxes from toothpaste, medications and other toiletries;
 - i) Aseptic and gable-topped containers; and
 - j) Mail, office and school papers.

The county may add materials to this list and require cities to begin collection within one year of receiving notification from the county. Cities will notify the county if materials not found on this list will be collected.

3. Collection Methods. Cities must use one of the following systems to collect materials at the curb:
 - a) single sort system - all materials combined in one container; or
 - b) dual sort system - glass, metal and plastic together with paper separate

If one of these two systems is not in place, the city must submit a plan with its application for converting to a single or dual sort system by December 31, 2016. If the municipality is unable to meet this deadline, an alternative implementation schedule must be negotiated with the county.

4. Education and Outreach.
 - a) County Responsibilities

- 1) Coordinate meetings of the communications committee, which will be composed of county, cities, and other stakeholders.
- 2) Produce education material templates and print the template materials for cities. Materials will also be available online to download.
- 3) Provide a minimum of eight promotional resources that will include a newsletter article, a web story, social media posts, and printed promotional materials for municipalities on a variety of waste reduction, reuse, recycling, and proper disposal messages.
- 4) Develop an annual priority message campaign. The campaign will be one main message to promote throughout the year; for example “recycle magazines.” The message and the materials will be developed with the communications committee. The county will provide templates and be responsible for primary distribution of the campaign through direct mail, advertising, or public relations. The cities will be required to support the campaign through their communication channels.

b) City Requirements

- 1) Use county terminology when describing recycling guidelines (i.e. description of materials accepted and not accepted, preparation guidelines, etc.).
- 2) Use images provided by the county or the Solid Waste Management Coordinating Board, if using images of recyclables.
- 3) Use the county’s terminology, preparation guidelines and images on the city’s website.
- 4) Mail a recycling guide once a year to residents using a template developed by the communications committee and produced and printed by the county at the county’s expense. If a municipality does not want to use the template produced by the county, the municipality may develop its own guide at the municipality’s expense, with prior approval by the county. If the city relies on its hauler to provide the recycling guide, this guide would also require approval by the county.
- 5) Complete two additional education activities from a menu of options developed by the communications committee to support the priority message campaign.

Any print material that communicates residential recycling guidelines that were not provided by the county template will require county approval. This does not apply to waste reduction and reuse, articles on recycling that do not include guidelines, and social media posts. The county will respond within five business days to any communication piece submitted.

5. Use of Funds.

- a) The city must use all grant funds for waste reduction and recycling capital and operating expenses in the year granted. Cities will not be reimbursed any funds in excess of actual expenses.
- b) The city may not charge its residents through property tax, utility fees or any other method for that portion of the costs of its recycling program funded by county grant funds.
- c) The city must establish a separate accounting mechanism, such as a project number, activity number, or fund that will separate recycling revenues and expenditures from other municipal activities, including solid waste and yard waste activities.
- d) Recycling and waste reduction activities, revenues, and expenditures are subject to audit.
- e) Cities that do not contract for curbside recycling services will receive grant funds provided that at least ninety percent (90%) of the grant funds are credited back to residents and the city meets all minimum program requirements. The additional ten percent (10%) may be used for administrative and promotional expenses.

6. Reporting Requirements.

- a) Each city must submit an annual recycling report to the county electronically using the Re-TRAC web-based reporting system by February 15 of each year. If a city is unable to access Re-TRAC, the county must be contacted by February 1 to make arrangements for alternative filing of the report.
- b) Each city must calculate its participation rate in the curbside recycling program during the month of October. The participation rate will be reported in Re-TRAC. The methodology for measuring participation must be provided to the county upon request.
- c) Each city must submit an annual planning document to the county describing the programs or activities the applicant will implement to increase recycling and make progress toward county goals.

7. Recycling Performance. On an annual basis, each city must demonstrate a reasonable effort to maintain and increase the average amount of recyclables collected from its residential recycling program to at least 725 pounds per household or a minimum recovery rate of 80%, by December 31, 2015. The goal remains the same for December 31, 2016. An alternative performance option for cities with organized waste collection is to validate at least a 35% recycling rate. To ensure the accuracy of data for these metrics, cities will be required, upon request, to provide documentation on the methodology used to calculate performance. To the extent practicable, the results should rely on actual data rather than estimates.

Failure by a city to demonstrate measureable progress toward goals will result in the city being required to submit a recycling improvement plan within 90 days of being notified by the county. The recycling improvement plan must be negotiated with the county and specify the efforts that will be undertaken to yield the results necessary to achieve the goals. The plan shall focus on the following areas: type of container, sort method, materials collected,

frequency of collection, education and outreach, performance measurement, and incentives. Funding will be withheld until the city's recycling improvement plan is approved by the county.

In cooperation with the county, the city may be required to participate in waste and recycling sorts to identify recovery levels of various recyclables in their communities. Based on the results of the study, the county and city will collaborate to increase the recovery of select recyclable materials being discarded in significant quantities.

D. Partnership

The partnership between the county and cities has been highly effective in educating and motivating behavior of residents resulting in significant amounts of waste being reduced and recycled. In order to continue this partnership and increase these efforts, program activities of cities must be coordinated with county and regional efforts. Cities are responsible for cooperating with the county in an effort to reach the county's goals for recycling and organics recovery. Quarterly recycling coordinator meetings are an opportunity to share resources and facilitate the coordination of efforts.

Responsibilities of Hennepin County

A. Application Form

The county will provide an application form by December that each city will use to report on its recycling program and request grant funding for the next year.

B. Payments

The county will make grant payments to each city in two equal payments. One payment will be made after the county receives the application, which will consist of the Re-TRAC report and the planning document. A second payment will be made after the report has been approved, measurable progress toward the goals has been confirmed, and, if necessary, a recycling improvement plan has been approved by the county. If the city meets the county requirements, both payments will be made during the same calendar year.

III. Organics Recycling

Allocation of Funds

The following formula will be used to determine a city’s organics grant each year.

$$\frac{\text{Number of households with curbside organics in city}}{\text{Total number of households with curbside organics in county}} \times \text{Total SCORE funds available for organics} = \text{Organics grant amount available to the city}$$

The total SCORE funds available for organics recycling will equal 50 percent of the additional SCORE revenue allocated by the State Legislature. If the total SCORE funding is less than the 2014 base year, no funds will be available for organics recycling.

Application for Funds

To apply for funds, a city must submit the number of eligible households that signed up for organics to the county by September 1 of each funding year.

Use of Funds

The grant funds may be used for organics program expenses, including the following:

- Contract cost of service (to the city or its residents)
- Discount to new customers
- Carts
- Compostable bags
- Kitchen containers
- Education and outreach

Program administration is an ineligible expense. Yard waste expenses are ineligible expenses. If organics and yard waste are collected together, the organics expenses must be tracked separately. If the city passes funds through to a hauler, 100% of those funds must be credited to households’ bills.

In addition, the following requirements apply:

- All grant funds must be used during the term of the agreement. Funds not spent must be returned to the county.
- Funds must be expended on eligible activities per Minnesota State Statute 115A.557.
- A city may not charge its residents through property tax, utility fees or any other method for that portion of the costs of its organics program funded by county grant funds.
- Cities must be able to account for organics expenditures separately upon request by the county. Expenditures are subject to audit.

Education and Outreach

The partnership between the county and cities has been highly effective in educating and motivating the behavior of residents, resulting in significant amounts of waste being reduced and recycled. In order to continue this partnership with organics recycling, the county encourages cities to coordinate program activities with county and regional efforts.

The county will work with cities to provide assistance with the following:

- Standard terminology and images
- Organics recycling guide (yes-no list)
- Promotional resources to increase participation

Reporting

A report on the city's organics program must be submitted electronically to the county by February 15 following each funding year. The report must include, but is not limited to, the following:

Basic Program Information:

- Hauler
- Collection method
- Where organics are delivered to and processed at
- Is service opt-in or opt-out
- Cost of service to residents and contract cost to the city
- How the service is billed
- Items included in service: curbside collection, cart, compostable bags, etc.

Results

- Tons
- Number of households signed up
- Average pounds per household per year
- Participation (set-out rate on pickup day)
- How funds were used

AMENDMENT NO. 1 TO AGREEMENT A120118

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Environment and Energy Department, 701 Fourth Avenue South, Minneapolis, Minnesota 55415-1600 ("DEPARTMENT") and the CITY OF MAPLE PLAIN, P.O. Box 97, Maple Plain, Minnesota 55359 ("CITY").

WHEREAS, the COUNTY and the CITY entered into a four-year Residential Recycling Grant Agreement, Contract No. A120118 ("Agreement"), for a residential recycling grant commencing on January 1, 2012; and

WHEREAS, the County Board, by Resolution No. 15-0216 adopted on June 16, 2015, amended the Hennepin County Residential Recycling Funding Policy to incorporate requirements to expend additional SCORE funds on organics recycling, extended the period from December 31, 2015 to December 31, 2016, and authorized grant funding for municipal recycling programs consistent with said policy; and

WHEREAS, the parties desire to amend the Agreement to extend the term and incorporate other changes;

NOW, THEREFORE, the parties agree that Agreement A120118 is amended as follows:

1. Paragraph a. of Section 1, TERM AND COST OF THE AGREEMENT, shall be amended to read as follows:

This Agreement shall commence upon execution and terminate on December 31, 2016.

2. Section 2, SERVICES TO BE PROVIDED, shall be amended to read as follows:

The CITY shall operate its recycling program in accordance with the requirements described in the County's Residential Recycling Funding Policy ("Policy"), attached as Attachment A and incorporated by this reference, and fulfill the responsibilities of the Policy.

3. Section 3, METHOD OF PAYMENT, shall be amended to read as follows:

The COUNTY will distribute SCORE funds as described in the Policy. The CITY shall follow the requirements for use of funds described in the Policy.

Except as amended, the terms, conditions and provisions of this Agreement shall remain in full force and effect.

COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's Office

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Assistant County Attorney

By: _____
Chair of Its County Board

Date: _____

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
David Hough, County Administrator

Date: _____

By: _____
Assistant County Administrator, Public Works

Date: _____

Recommended for Approval

By: _____
Director, Environment and Energy Department

Date: _____

MUNICIPALITY
CITY warrants that the person who executed this Agreement is authorized to do so on behalf of CITY as required by applicable articles, bylaws, resolutions or ordinances.*

Printed Name: _____

Signed: _____

Title: _____

Date: _____

*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.



Agenda Information Memorandum
September 14, 2015 Maple Plain City Council

8. NEW BUSINESS
B. 2015-2016 ASSESSING CONTRACT

ACTION TO BE CONSIDERED

To make a decision regarding contracting assessing services for 2015-2016

FACTS

Rolf Erickson

1. Rolf Erickson has been with the City of Maple Plain for several years.
2. The current contract expires August 31, 2015.
3. The new contract would begin September 1, 2015.
4. They are asking for an annual increase of \$288.
5. Contract amount for 2016: \$14,940.00.

Hennepin County

1. Hennepin County serves as the assessor for 28 of the 47 jurisdictions across Hennepin County.
2. Nearby communities include: Independence, Mound, Minnestrista, Orono, Loretto.
3. Contract Amount for 2016: Estimated to be around \$14,000.

Michael Vanderlinden

1. Contract amount for 2016: \$13,167.00.

ATTACHMENTS

Proposed contracts from Rolf Erickson, Hennepin County, and Michael Vanderlinden for 2015-2016.

CONTRACT FOR ASSESSING SERVICES

This contract is made this first day of September, 2015, by and between the City of Maple Plain Hennepin County, Minnesota (hereinafter called the "Municipality") and Rolf Erickson, 14520 12th Ave. North, Plymouth, Minnesota, 55447 DBA Southwest Assessing, a Minnesota Corporation (hereinafter called the "Contractor")

The Contractor represents that he is a Licensed Minnesota Assessors as required in Chapter 273 of Minnesota Statutes and that he is a qualified real estate appraiser.

ASSESSING SERVICES: The Municipality hereby contracts for and the Contractor hereby agrees to cooperate with officials of the Municipality and the County of Hennepin in performing 2016 assessment services as defined in Minnesota Statutes. The Municipality agrees and acknowledges that the manner and the method used in the performance of the assessment duties will be under the control and direction of said Contractor.

CONTRACT PRICE: In consideration of the services rendered by the Contractor, the Municipality shall pay to the Contractor at the above stated address, the sum of \$14,940.00 payable in twelve (12) installments of \$ \$1,245 beginning October 2015 and ending September 2016.

TERM OF CONTRACT: September 1, 2015 through August 31, 2016.

The following services are to be billed separately on a one time basis.

NONE.

FURNISHING OF EQUIPMENT: The contractor shall provide all transportation necessary for the performance of the services contracted for. The Municipality shall furnish all equipment and supplies necessary for the performance of the services contracted for, including a current set of aerial photographs and Hennepin County Data fee.

ATTENDANCE AT COUNCIL MEETINGS: The Contractor shall attend the local board of review meeting on the date selected by the Municipality and the Contractor and not to exceed three other Municipality council meetings during the term of the contract.

LEGAL STATUS: The parties agree that the Contractor is not required to maintain office hours, shall not receive retirement benefits, health insurance benefits, or any other fringe benefits offered to employees of the Municipality and shall, in all respects, be deemed independent an contractor.

IN WITNESS WHEREOF, the Contractor and the Municipality have executed this Contract this day of 2015.

City of Maple Plain (Municipality)
by

Southwest Assessing (Contractor)
by

AGREEMENT

THIS AGREEMENT, Made and entered into by and between the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF MAPLE PLAIN, a political subdivision of the State of Minnesota, hereinafter referred to as "CITY";

WHEREAS, said CITY lies wholly within the COUNTY OF HENNEPIN and constitutes a separate assessment district; and

WHEREAS, under such circumstances, the provisions of Minnesota Statutes, Section 273.072 and Minnesota Statutes, Section 471.59 permit the County Assessor to provide for the assessment of property; and

WHEREAS, said CITY desires the COUNTY to perform certain assessments on behalf of said CITY; and

WHEREAS, the COUNTY is willing to cooperate with said CITY by completing the assessment in a proper manner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. The COUNTY shall perform the 2016 property assessment for the CITY OF MAPLE PLAIN in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those assessment services which are set forth in

Exhibit A, attached hereto and made a part hereof by this reference, provided that the time frames set forth therein shall be considered to be approximate only.

2. All information, records, data, reports, etc. necessary to allow the COUNTY to carry out its herein responsibilities shall be furnished to the COUNTY without charge by the CITY, and the CITY agrees to cooperate in good faith with the COUNTY in carrying out the work under this Agreement.

3. The CITY agrees to furnish, without charge, office space needed by the COUNTY at appropriate places in the CITY's offices. Such office space shall be sufficient in size to accommodate reasonably one (1) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during the CITY's business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

4. The CITY also agrees to provide appropriate desk and office furniture as necessary, clerical and secretarial support necessary and reasonable for the carrying out of the work herein, necessary office supplies and equipment, copying machines and fax machines and their respective supplies, and telephone service to the COUNTY, all without charge to the COUNTY.

5. It shall be the responsibility of the CITY to have available at the CITY's offices a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters and to receive, evaluate and organize homestead applications. It shall also be the responsibility of the CITY to promptly refer any homestead application which needs investigation to the COUNTY.

6. In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, CITY or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the

COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9. COUNTY agrees that it will defend, indemnify and hold the CITY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the COUNTY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The COUNTY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

10. The COUNTY shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by

the COUNTY and for COUNTY's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort, warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

11. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for delay or failure in performance, resulting from causes beyond the reasonable control of such party, which causes shall include, but are not limited to, acts of God, labor disputes, acts of civil or military authority, fire, civil disturbance, changes in laws, ordinances or regulations which materially affect the provisions hereof, or any other causes beyond the parties' reasonable control.

12. This Agreement shall commence on September 1, 2015, and shall terminate on July 31, 2016. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend prior to March 1, 2016. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to, April 15, 2016 this Agreement shall terminate on July 31, 2016.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2016. Either party may terminate this Agreement for "just cause" as determined by the Commissioner of Revenue after hearing for such a determination is held by the Commissioner of Revenue and which has been attended by representatives of COUNTY and CITY or which said representatives had a reasonable opportunity to attend, provided that after such determination, any party desiring to cancel this Agreement may do so by giving the other party no less

than 120 days' written notice. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment.

For the purpose of this Agreement, the term "just cause" shall mean the failure of any party hereto reasonably to perform a material responsibility arising hereunder.

13.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Fourteen Thousand Dollars (\$14,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

13.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$14,000 may also be increased by the COUNTY if:

- (1) The COUNTY determines that any cost to the COUNTY in carrying out any aspect of this Agreement has increased, including but not limited to the following types of costs: **new construction and new parcel appraisals, gasoline, postage, supplies, labor (including fringe benefits) and other types of costs, whether similar or dissimilar; and/or**
- 2) The COUNTY reasonably determines that other costs should be included in the costs of assessment work.

If the COUNTY desires to increase the assessment cost pursuant to this paragraph 13(B), it shall give written notice thereof by June 15 of any year and such increase shall

apply to the assessment for the calendar year next following the current calendar year. Any such notification shall specifically set forth the amount of any new construction and new parcel appraisal charges. Notwithstanding any provisions herein to the contrary, if any such increase, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, exceeds seven and one half percent (7.5%) of the amount charged for the assessment for the then current calendar year, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, the CITY may cancel this Agreement by giving to the COUNTY written notice thereof, provided that said cancellation notice must be received by the COUNTY not later than July 24 of the then current calendar year and said cancellation shall be effective no earlier than five (5) days after the receipt of said notice by the COUNTY and not later than July 31 of said next calendar year. Supportive records of the cost increase will be open to inspection by the CITY at such times as are mutually agreed upon by the COUNTY and CITY.

Failure of the COUNTY to give the CITY a price-change notice by June 15 shall not preclude the COUNTY from giving CITY such notice after said date but prior to September 1 of any year, provided that if such price increase exceeds said ten (10%) - all as above set forth - the CITY may cancel this Agreement if the COUNTY receives notice thereof not later than thirty-nine (39) days from the date of receipt by the CITY of any said late price-change notice, provided further that any such cancellation shall be effective not earlier than five (5) days after COUNTY's receipt of said cancellation notice and not later than forty-six (46) days after the CITY's receipt of any said price-increase notice.

Payment for each assessment shall be made in the following manner:

Approximately one-half (1/2) of the cost of an assessment (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than the fifteenth (15th) day of the December which precedes the pertinent assessment year; and the remaining portion of said cost (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than July 15 of the pertinent year.

The COUNTY may bill the CITY after the aforesaid dates and in each such case, the CITY shall pay such bill within thirty (30) days after receipt thereof.

14. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY: Mayor, City of Maple Plain
5050 Independence Street
Maple Plain, MN 55359

TO COUNTY: Hennepin County Administrator
2300A Government Center
Minneapolis, MN 55487

copies to: County Assessor
Hennepin County
2103A Government Center
Minneapolis, MN 55487

copies to: Assistant County Assessor
Hennepin County
2103A Government Center
Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the

registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

15. It is expressly understood that the obligations of the CITY under Paragraphs 7, 8, 11, and 12 hereof and the obligations of the CITY which, by their sense and context, are intended to survive the performance thereof by the CITY, shall so survive the completion of performance, termination or cancellation of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this _____ day of _____, 2015.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by County
Attorney's Office:

By: _____
Chair of the County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

ATTEST: _____
Deputy/Clerk of the County Board

CITY OF MAPLE PLAIN

By: _____

Its _____

And: _____

Its _____

City organized under:

_____ Statutory _____ Option A _____ Option B _____ Charter

EXHIBIT A
CITY OF MAPLE PLAIN

During the contract term, the County shall:

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Print and mail valuation notices.
6. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
7. Conduct valuation reviews prior to Board of Review or Open Book Meetings, as determined by the City – approximate dates: March through May 15.
8. Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
9. Maintain an updated property file – current values, classification data and characteristic data.
10. Prepare divisions and combinations as required.
11. Administer the abatement process pursuant to Minn. Stat. §375.192.
12. Prepare appraisals; defend and/or negotiate all Tax Court cases.

MVL Assessing

July 26, 2015

City of Maple Plain

5050 Independence Street

Maple Plain, MN.55359

A LETTER OF INTRODUCTION:

My name is Mike Vanderlinden. I have lived, graduated, raised a family, owned a business, held elected office, worked at the hamburger stand and generally hung out in Delano since moving here with my parents when I was in the 4th grade. More recently, I was employed at the City of Plymouth as a residential assessor for 10 years until coming to Wright County as a residential assessor for the City of Otsego. Currently am licensed by the Minnesota Department of Revenue as an Income Qualified Accredited Minnesota Assessor and I would be honored to serve as the City Assessor for the City of Maple Plain.

Sincerely,

Mike Vanderlinden

I

