

**AGENDA**  
**MAPLE PLAIN CITY COUNCIL – REGULAR MEETING**  
**MAPLE PLAIN CITY HALL**  
**MARCH 10, 2014**  
**7:00 PM**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. PROCLAMATION**
- 5. CONSENT AGENDA**
  - A. Approve February 24 City Council workshop meeting minutes
  - B. Approve February 24 City Council meeting minutes
  - C. Accounts Payable
  - D. Western Community Action Network, Resolution 14-0310-02
- 6. VISITORS TO BE HEARD**

*Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the city administrator prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.*
- 7. PUBLIC HEARINGS**
- 8. ADMINISTRATIVE REPORTS**
- 9. OLD BUSINESS**
  - A. MCES 2013 Clean Water Fund Inflow & Infiltration Grant Agreement, Resolution 14-0310-01
  - B. Budd Avenue Sanitary Sewer
- 10. NEW BUSINESS**
  - A. Resolution of Support for the Three Rivers Park District Regional Trial, Resolution 14-0310-03
- 11. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS**
- 12. COUNCIL REPORTS & OTHER BUSINESS**
- 13. ADJOURNMENT**

**Maple Plain City Council Meeting  
Meeting Minutes  
February 24, 2014  
Maple Plain City Hall**

**1. CALL TO ORDER**

**Councilmember Young called the meeting to order at 7:45 p.m.**

The meeting was delayed due to lack of quorum.

Present: Justin McCoy, Jerry Young and Mike DeLuca. Also present was City Administrator Tessia Melvin, City Planner, Mark Kaltsas, and City Engineer, Dan Boyum.

Mayor Hackbarth and Councilmember Eisinger were not in attendance.

**2. PLEDGE OF ALLEGIANCE**

**3. ADOPT AGENDA**

**Councilmember McCoy moved to adopt the agenda as presented; seconded by Councilmember DeLuca. Motion passed 3-0.**

**4. PROCLAMATION**

**5. CONSENT AGENDA**

Items to approved under the Consent Agenda:

- a) Approve January 27 City Council workshop meeting minutes.
- b) Approve January 27 City Council meeting minutes.
- c) Approve February 5, City Council Special Meeting minutes.
- d) Accounts payable.
- e) Approve Pioneer-Sarah Creek Watershed City Council Alternatives.

**Councilmember DeLuca made minor changes to the January 27 minutes and moved to approve the Consent Agenda; Councilmember McCoy seconded. Motion passed 3-0.**

**6. VISITORS TO BE HEARD**

There were no visitors present.

**7. PUBLIC HEARINGS**

There were no public hearings held.

## **8. ADMINISTRATIVE REPORTS**

Srgt. Kroells presented the West Hennepin Public Safety Monthly Report. He reported that traffic stops to date were down from 2013, but attributed that to the poor weather. In addition, he reported that they are currently going through the interview process to replace one of their officers.

City Engineer Boyum presented the Monthly Engineering Report. Staff met with MN State FEMA representative to discuss the FEMA reimbursements and the June 21, 2013 storm. Staff assisted the Rose Creek Builders and K-Bid Subdivision.

City Planner, Kaltsas, presented the Monthly Planning Report. Staff met with Rose Creek Builders to discuss proposed Meadows of Maple Plain Development. It is anticipated that the development will be submitted for City consideration in March. In addition, staff has worked with the property located at 4975 Industrial Street on the potential of a building at the boat storage yard. Kaltsas also met with a potential developer interested in information pertaining to the grocery store property redevelopment.

## **9. OLD BUSINESS**

There was no old business.

## **10. NEW BUSINESS**

### **A. Approve and Award of Bid for Water Meter Replacement**

Due to the time and the delay of meeting, Council agreed to move the Approval and Awarding of Bid to the first item of New Business.

Melvin reported that the City owns nearly 700 water meters, that measure water use and provide basic data used for utility billing. Water meters are very accurate when new, but their mechanical components are subject to wear and tear and tend to under report water usage as they age. The current water meters are 35+ years old and are in need of replacement. There are effectively two approaches to collecting water meter data via radio signal available in the municipal water utility market that are cost-effective for the City of Maple Plain. The most common approach involves vehicle mounted mobile data collectors and a fixed network to collect the radio data.

The City bonded for \$210,003.15 for this project in 2013. Bids included the following:

Metering and Technology Solutions: \$197,548  
Dakota Supply Group: \$207,564  
HD Supply Waterworks: \$282,846.51

Each vendor was given two minutes to discuss their product to the Council. There was much discussion on the project cost and importance to the City.

The following timeline was provided to the City Council:

- Approve Specs and Authorize Meter Bidding: January 27
- Award Meter Purchase/Delivery Bid: February 24
- Municipal Code Changes (as required)
- Authorize Service Agreement for Installation: March 10
- Water Meter Replacements: March and April

**Councilmember McCoy moved to award the bid to Metering and Technology Solutions in the amount of \$197,548; Councilmember DeLuca seconded. Motion passed 3-0.**

#### **B. Approval of Main Street West and Rainbow Avenue Utility and Street Improvement-Urban Section and Authorize Bid**

City Engineer Dan Boyum presented information on this project. The City Council held a Public Information meeting on Thursday, January 23, which resulted in a lot of good conversation, ideas and answered many questions.

Boyum presented the following to the City Council:

- Survey work and design has begun and is continuing on the project.
- The geotechnical report was completed and forwarded in early January 2014.
- The Council discussed possible sanitary sewer extensions to serve areas in Independence, west of the current City Limits at their work session on January 6, 2014 and at the January 13, 2014 council meeting.
- Council directed Staff to contact Independence Staff to review service areas and possible sanitary sewer extensions.
- The City Engineer has further reviewed the rural versus urban section on Main Street and is recommending the urban section to minimize disturbance to adjacent properties, minimize the number of easements outside of the right-of-way, and to address the overall storm sewer system in Rainbow Park.
- The City Council reviewed the attached figures and engineering recommendations at their January 20, 2014 Workshop.
- A public information meeting was held on Thursday, January 23, 2014 to receive public comments on the engineering recommendations and current project design.

**Councilmember McCoy moved to approve Main Street West and Rainbow avenue Utility and Street Improvements as an urban section and authorize bid; Councilmember DeLuca seconded. Motion passed 3-0.**

**C. Approval of Preliminary and Final Plat Approval Request for 5030 Highway 12 Subdivision**

City Planner, Kaltsas, asked the Council to consider the preliminary and final plat for 5030 Highway 12. The Plat approves three lot subdivisions of the property. There are currently two commercial buildings on site, of which would be separated into separate lots if approved. The plats have been approved by the Planning Commission.

**Councilmember McCoy moved to approve the preliminary and final plat approvals for 5030 Highway 12 Subdivision; Councilmember DeLuca seconded. Motion passed 3-0.**

**11. LEGISLATIVE /INTERGOVERNMENTAL AFFAIRS**

There were no legislative / intergovernmental affairs to report on.

**12. COUNCIL REPORTS & OTHER BUSINESS**

There were no Council reports or other business.

**13. CLOSED SESSION**

There was not a closed session.

**14. ADJOURNMENT**

**Councilmember McCoy moved to adjourn at 8:35 p.m.; Councilmember DeLuca seconded. Motion passed 3-0.**

*Prepared by*

Tessia, City Administrator

**Maple Plain City Council Workshop  
Meeting Minutes  
February 24, 2014  
Maple Plain City Hall**

**1. CALL TO ORDER**

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

Present: Justin McCoy, Jerry Young and Mike DeLuca; and City Administrator Tessia Melvin. Mark Hovelson, Boosardt was also in attendance.

Jack Henrich, EDA Member arrived at 6 p.m.

Mayor Hackbarth and Councilmember Eisinger were not in attendance.

**2. MEET THE FINALISTS FOR THE PUBLIC WORKS POSITION**

The Council met with two finalists for the public works position and provided input to staff. Staff will complete background checks and make a hire within the next week.

**3. CITYHALL FEASIBILITY STUDY UPDATE**

Mark Hovelson, Boosardt, presented the City Council with an option of relocating the City Hall to the Discovery center. This lease proposal would include approximately 2,330 square feet, which included dedicated office space and council chamber space. The five-year lease includes access to other common spaces as needed. Currently the location set aside for this proposal would be the location of the current Discover Center window, as it would be moved.

There was much discussion on the positives of this partnership and how it will help both the City and the Discovery Center. More discussion was had on the Downtown Redevelopment project and its timeline.

Councilmembers gave Melvin direction to create a financial spreadsheet on this lease and work with the School District on lease items.

**4. COMPOST HOURS**

City Administrator Melvin asked the Council for feedback on the Compost Hours. In the past there have been issues with the Compost not being open long enough

and theft of items near the compost. Councilmembers agreed that the Compost would be open 9 a.m. – 9 p.m. Monday- Sunday from April 1 (dependent upon the weather) til October 31 (dependent upon the weather).

**5. PRELIMINARY AUDIT RESULTS AND FINANCIAL UPDATE**

Melvin reported that the 2013 Audit had been completed. There was discussion about creating a five-year operating budget, capital improvement plan and examining the water and sewer rates. The Council agreed on creating the tools to assist with future financial planning.

**6. BIDDING ON BUDD AVENUE SEWER REPLACEMENT**

The Council agreed to bid the Budd Avenue Sewer Replacement project. This project did not receive any bids in 2013.

**7. ADJOURNMENT**

**Councilmember Eisinger moved to Adjourn; Councilmember Young seconded. Motion passed 3-0. Meeting adjourned at 7:45 p.m.**

*Prepared by*

Tessia, City Administrator

CITY OF MAPLE PLAIN

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Payments

Current Period: March 2014

Batch Name	03/10/14City Payments	User Dollar Amt	\$0.00	Computer Dollar Amt	\$94,418.44	
				\$94,418.44		<b>Out of Balance</b>
Refer	18637	ABDO EICK & MEYERS, LLP	-			
Cash Payment	E 101-41500-301	Auditing & Accounting S	2013 Audit		\$14,500.00	
Invoice	322202					
Cash Payment	E 101-41500-301	Auditing & Accounting S	Outstanding Indebtedness Report		\$150.00	
Invoice	322459					
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	\$14,650.00	
Refer	18638	BAUERSCHMITT, STAN	-			
Cash Payment	E 101-41940-310	Janitorial Services	Janitor- City Hall		\$150.00	
Invoice						
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	\$150.00	
Refer	18639	EXPRESS PRESS	-			
Cash Payment	E 101-41500-352	General Public Informati	Newsletter- Spring		\$933.85	
Invoice	22456					
Cash Payment	E 101-41110-322	Postage	Newsletter Postage- Spring		\$218.94	
Invoice	22456					
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	\$1,152.79	
Refer	18640	ERICKSON, ROLF E.A.	-			
Cash Payment	E 101-41550-305	Assessing Services	Assessing Services: Feb 2014		\$1,231.79	
Invoice						
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	\$1,231.79	
Refer	18641	FRONTIER	-			
Cash Payment	E 601-49400-321	Telephone	Alarm Line: WTP		\$51.35	
Invoice						
Cash Payment	E 601-49400-321	Telephone	WTP		\$63.06	
Invoice						
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	\$114.41	
Refer	18642	GOPHER STATE ONE-CALL, INC.	-			
Cash Payment	E 101-43000-437	Miscellaneous	Locate Services: Feb 2014		\$2.90	
Invoice	94383					
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	\$2.90	
Refer	18643	HAWKINS INC.	-			
Cash Payment	E 601-49400-216	Chemicals & Chemical P	Water Chemicals		\$30.00	
Invoice	3565885					
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	\$30.00	
Refer	18644	HENN COUNTY INFO TECHNOLOG	-			
Cash Payment	E 101-43000-400	Equipment Repair & Mai	Radio Admin. Fee		\$15.90	
Invoice	140138102					
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	\$15.90	
Refer	18645	LEAGUE OF MINNESOTA CITIES	-			
Cash Payment	E 101-41310-331	Training & Travel	2014 Leadership Conference: Hackbarth		\$225.00	
Invoice						
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	\$225.00	

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Payments

Current Period: March 2014

Refer	18646	METROPOLITAN COUNCIL ENV SE	-		
Cash Payment	E 602-49450-319	Other Consulting Service	Waste Water Services: April		\$14,401.90
Invoice	1031432				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	<b>\$14,401.90</b>
Refer	18647	OFFICE DEPOT	-		
Cash Payment	E 101-43000-215	Shop Materials	Shop Materials: PW		\$8.71
Invoice					
Cash Payment	E 101-41500-201	Office Supplies	Office Supplies		\$43.97
Invoice					
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	<b>\$52.68</b>
Refer	18648	RAILROAD MGMT CO	-		
Cash Payment	E 602-49450-433	Dues & Subscriptions	L # 301832		\$233.22
Invoice	304103				
Cash Payment	E 602-49450-433	Dues & Subscriptions	L # 301756		\$875.24
Invoice	304099				
Cash Payment	E 602-49450-433	Dues & Subscriptions	L # 301920		\$990.81
Invoice	304111				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	<b>\$2,099.27</b>
Refer	18649	VERIZON	-		
Cash Payment	E 601-49400-321	Telephone	WTP		\$35.01
Invoice					
Cash Payment	E 101-43000-321	Telephone	PW Phones (2)		\$110.73
Invoice					
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	<b>\$145.74</b>
Refer	18650	WEST HENNEPIN PUBLIC SAFETY	-		
Cash Payment	E 101-42110-306	Police Administration	Police Services: March 2014		\$37,460.34
Invoice					
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	<b>\$37,460.34</b>
Refer	18651	XCEL ENERGY	-		
Cash Payment	E 101-43160-381	Electric Utilities	Park & Pool		\$56.46
Invoice					
Cash Payment	E 101-43160-381	Electric Utilities	Oak Street		\$17.67
Invoice					
Cash Payment	E 601-49400-381	Electric Utilities	WTP		\$2,663.21
Invoice					
Cash Payment	E 101-43160-381	Electric Utilities	Main Street		\$22.79
Invoice					
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	<b>\$2,760.13</b>
Refer	18652	TOTAL CONTROLL SYSTEMS INC	-		
Cash Payment	E 601-49400-311	Contract Service	SCADA Comp. Maintenance		\$695.20
Invoice	6867				
Cash Payment	E 601-49400-311	Contract Service	Issue with transducer		\$1,787.12
Invoice	6868				
Cash Payment	E 601-49400-311	Contract Service	New SCADA update		\$509.40
Invoice	6874				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b>	<b>\$2,991.72</b>
Refer	18653	NATIONAL LEAGUE OF CITIES	-		

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Payments

Current Period: March 2014

Cash Payment	E 101-41110-433 Dues & Subscriptions	Membership Renewal		\$536.00
Invoice 96627				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b> \$536.00
Refer	18654	CARQUEST AUTO PARTS	-	
Cash Payment	E 101-43000-400 Equipment Repair & Mai	Incandescent Sealed Beam		\$18.48
Invoice 6829-118074				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b> \$18.48
Refer	18655	CARSON & CLELLAND	-	
Cash Payment	E 101-42110-304 Legal Services	Criminal		\$60.83
Invoice				
Cash Payment	E 101-42110-304 Legal Services	Criminal		\$1,135.00
Invoice				
Cash Payment	E 101-41110-304 Legal Services	Council Meetings and Preparation		\$980.00
Invoice				
Cash Payment	E 101-41610-304 Legal Services	Staff Meetings and Preparation		\$536.67
Invoice				
Cash Payment	E 101-41610-304 Legal Services	General Legal Services		\$1,850.00
Invoice				
Cash Payment	E 101-41610-304 Legal Services	Main Street West/Rainbow		\$70.00
Invoice				
Cash Payment	E 101-41610-304 Legal Services	General Complaints: Stormwater and Admin. Complaint	Project 2014A	\$4,414.58
Invoice				
Cash Payment	G 101-20217 Subdivision Escrow	KBID Subdivision		\$186.67
Invoice				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b> \$9,233.75
Refer	18656	HENN COUNTY ACCTS RECEIVAB	-	
Cash Payment	E 101-42110-317 Board & Booking Fees	Board & Booking Fees		\$473.00
Invoice 1000039405				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b> \$473.00
Refer	18657	PITNEY BOWES	-	
Cash Payment	E 101-41500-322 Postage	Postage- Feb 27		\$300.00
Invoice				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b> \$300.00
Refer	18658	CITY OF DELANO	-	
Cash Payment	E 101-46630-490 Civic Organization Donat	Delano Area Senior Center		\$4,057.00
Invoice				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b> \$4,057.00
Refer	18659	BELAYHOST	-	
Cash Payment	E 101-41500-309 EDP, Software and Desi	Jan, Feb, Mar		\$54.00
Invoice 24604,24872,250				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b> \$54.00
Refer	18660	CENTERPOINT ENERGY MINNEGA	-	
Cash Payment	E 601-49400-383 Gas Utilities	WTP		\$324.43
Invoice				
Cash Payment	E 602-49450-383 Gas Utilities	Lift Station		\$62.27
Invoice				

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

**Current Period: March 2014**

<b>Cash Payment</b>	E 101-41940-383 Gas Utilities	City Hall		<b>\$582.02</b>
Invoice				
<b>Cash Payment</b>	E 101-41940-383 Gas Utilities	PW		<b>\$707.62</b>
Invoice				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total \$1,676.34</b>
Refer	18661 <i>AMERIPRIDE</i>	-		
<b>Cash Payment</b>	E 601-49400-310 Janitorial Services	PW Rugs		<b>\$53.21</b>
Invoice	1002715652			
<b>Cash Payment</b>	E 101-41940-310 Janitorial Services	CH Rugs		<b>\$47.18</b>
Invoice	1002715652			
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total \$100.39</b>
Refer	18662 <i>CITY OF INDEPENDENCE</i>	-		
<b>Cash Payment</b>	E 101-43000-384 Refuse & Recycling	2013 Cleanup		<b>\$88.51</b>
Invoice				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total \$88.51</b>
Refer	18663 <i>ECM PUBLISHERS INC</i>	-		
<b>Cash Payment</b>	E 101-41420-351 Legal Notices Publishing	MSW/Rainbow Bids		<b>\$77.10</b>
Invoice	78426		Project 2014A	
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total \$77.10</b>
Refer	18664 <i>USA BLUEBOOK</i>	-		
<b>Cash Payment</b>	E 601-49400-227 Utility Maintenance Supp	PW Supplies		<b>\$223.18</b>
Invoice	266487			
<b>Cash Payment</b>	E 601-49400-227 Utility Maintenance Supp	PW Supplies		<b>\$91.95</b>
Invoice	279509			
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total \$315.13</b>
Refer	18665 <i>MAPLE PLAIN FAMILY CENTE</i>	-		
<b>Cash Payment</b>	E 601-49400-216 Chemicals & Chemical P	Distilled Water: PW		<b>\$4.17</b>
Invoice				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total \$4.17</b>

**Fund Summary**

	10100 Bank of Maple Plain	
101 GENERAL FUND		\$71,323.71
601 WATER FUND		\$6,531.29
602 SEWER FUND		\$16,563.44
		<u>\$94,418.44</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$94,418.44
<b>Total</b>	<b>\$94,418.44</b>

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**Payments**

**Current Period: March 2014**

Batch Name	03/10/14Cit2	User Dollar Amt	\$0.00	
	Payments	Computer Dollar Amt	\$283.80	
			<u>\$283.80</u>	<b>Out of Balance</b>
Refer	18666 FRONTIER	-		
Cash Payment	E 101-41500-321 Telephone	City Hall		\$154.93
Invoice				
Cash Payment	E 101-43000-321 Telephone	Public Works		\$128.87
Invoice				
Transaction Date	3/5/2014	Bank of Maple Plain	10100	<b>Total</b> <u>\$283.80</u>

**Fund Summary**

	10100 Bank of Maple Plain	
101 GENERAL FUND		<u>\$283.80</u>
		\$283.80

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	<u>\$283.80</u>
Total	\$283.80

**CARSON, CLELLAND & SCHREDER**  
**Attorneys at Law**  
**6300 SHINGLE CREEK PARKWAY STE 305**  
**MINNEAPOLIS, MN 55430-2190**  
**(763)-561-2800**

March 03, 2014

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

Professional Services

Amount

Civil

1/27/2014	Prepare and review agendas for workshop and council meeting	280.00
	Workshop	210.00
	Regular meeting	140.00
1/28/2014	Review notes from meeting conference with Tessia and Maggie, review storm water correspondence relating to McKowan claim.	140.00
1/31/2014	Conference with attorney Jeffrey Carson, research Affordable Care Act exemptions, research city's authority to stay expiration of redemption period, note files.	210.00
	Prepare and meet with Brad McKowan and review storm order fee issue, conference with attorney John Thames regarding research.	210.00
2/3/2014	Research Affordable Care Act exemption issue, note file, correspondence with County Auditor.	70.00
	Prepare for staff meeting, review massage ordinance file and send information to staff.	186.67
2/4/2014	Correspondence with County Auditor, research authority to stay expiration of right of redemption, conference with attorney Jeff Carson, note files.	140.00
	Prepare and attend staff meeting.	350.00
	Prepare for special meeting regarding storm water fees and issues related.	210.00
2/5/2014	Research waiver of assessments, expiration of right of redemption, procedure and authority, research caselaw, conference with attorney Jeff Carson, note file, draft memo.	140.00
	Prepare for storm water fee/charges meeting, special meeting with Tessia and review miscellaneous information.	350.00
	Review of K Bid plat documents and memorandum to planner, correspondence to administrator.	186.67
2/10/2014	Massage ordinance; review massage ordinance file and conference with attorney John Thames regarding preparation of Maple Plain ordinance.	140.00
	Storm water file; review file and draft correspondence to atty Ritts.	93.33
2/11/2014	Shenk; receipt and review of investigators correspondence; conference with Maggie, note to John regarding research	186.67
2/17/2014	Stormwater issues; correspondence with Maggie and Tessia.	70.00
	SUBTOTAL:	[ 3,313.34]

Amount

.Fire Department:

2/13/2014	Conferences with Dave, Gary and Ray regarding potential need for investigation and issues related.	140.00
2/18/2014	Review complaints (fire dept/adm) and conference	105.00
SUBTOTAL:		[ 245.00]

2/12/2014	Review of files for upcoming council and note to Maggie, Tessia and Dan.	140.00
2/19/2014	Work on data request; conference with attorneys, Tessia, Ellen; correspondence to WCCO tv.	210.00
SUBTOTAL:		[ 350.00]

Complaint/Investigation

1/29/2014	Conferences with Tessia regarding complaint issues, conference with council members, review of open meeting law.	490.00
1/30/2014	Review memo from Tessia and conference with Tessia.	70.00
	West Main-Rainbow Street project, review note from Dan regarding easement and map.	70.00
1/31/2014	Meeting at city hall and conferences with all involved relating to a complaint of administrator; conference with investigator and research regarding hearing.	700.00
2/3/2014	Prepare for special meeting, conferences regarding investigation and research involving the open meeting law.	280.00
2/4/2014	Work on special meeting issues relating to administrators complaint.	280.00
2/5/2014	Further preparation for special meeting regarding administrators complaint, telephone conferences with counsel and staff.	210.00
	Special meeting involving administrators complaint and storm water charges.	490.00
2/6/2014	Work on administrators complaint, review of notes and file, correspondence to Mayor regarding investigation and miscellaneous, conferences with Tessia and council members and research of the Data Practices Act.	190.00
2/10/2014	Administrators complaint; email from investigator; correspondence and conferences.	210.00
2/12/2014	Work on administrators complaint, conferences with investigator, correspondence to counsel (confidential).	280.00
2/13/2014	Work on administrative complaint, conferences with counsel and investigator.	350.00
2/17/2014	Review emails relating to complaint, conference with Tessia.	70.00
2/18/2014	Review complaints (fire dept/adm and conference.	71.25
2/20/2014	Work on investigation, conferences; .... continue hearing.	140.00
2/21/2014	Conferences with Tessia and review of minutes.	46.67
	Conferences regarding WCCO request and respond.	233.33
2/24/2014	correspondence to Tessia regarding investigation issues.	93.33
SUBTOTAL:		[ 4,274.58]

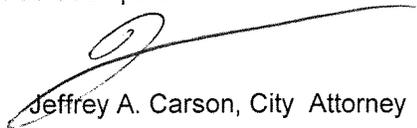
Criminal

2/6/2014	Correspondence with defense attorneys, note files.	31.67
	Preparation for 2/7/2014 cases.	47.50
2/7/2014	Attend arraignments and pretrial hearings.	142.50
	Review emails and review order from Judge regarding rasmussen hearing.	47.50
2/10/2014	Prepare disposition letters regarding February 7, 2014 cases, prepare memorandums to files.	31.67
	Preparation of one complaint.	40.00

	<u>Amount</u>
2/11/2014 Review and respond to email from court clerk and defense attorney.	31.67
2/14/2014 Preparation of one complaint.	40.00
2/17/2014 Preparation of one complaint.	40.00
2/19/2014 Preparation of one complaint.	40.00
Correspondence with defense attorneys, defendants, draft plea by mail documents, reviewed discovery, noted files.	47.50
Correspondence with defense attorneys, court, reviewed discovery, motion documents, noted files, jury trial preparation.	71.25
2/20/2014 Prepare for February 21, 2014 cases.	15.83
2/21/2014 Attend arraignments and pretrial hearings.	190.00
2/26/2014 Open criminal files, preparation of criminal complaints; preparation of cases for court calendars, including court and jury trials; contact and notice to witnesses for trial testimony, prepare outgoing discovery requests, complete incoming discovery requests for monthly period.	84.58
Open criminal files, preparation of criminal complaints; preparation of cases for court calendars, including court and jury trials; contact and notice to witnesses for trial testimony, prepare outgoing discovery requests, complete incoming discovery requests for monthly period.	218.75
Open criminal files, preparation of criminal complaints; preparation of cases for court calendars, including court and jury trials; contact and notice to witnesses for trial testimony, prepare outgoing discovery requests, complete incoming discovery requests for monthly period.	14.58
<b>SUBTOTAL:</b>	[ 1,135.00]
<b>For professional services rendered</b>	<b>\$9,317.92</b>
Client Expense Charges :	
<u>Civil Expenses</u>	
Owners and encumbrance report regarding Woessner/Gladview Gardens	100.00
<b>SUBTOTAL:</b>	[ 100.00]
<u>Criminal Expenses</u>	
Legal process service	48.00
Monthly support fee	12.83
<b>SUBTOTAL:</b>	[ 60.83]
<b>Total Client Expense Charges</b>	<b>\$160.83</b>
<b>Total amount of this bill</b>	<b>\$9,478.75</b>
<b>Previous balance</b>	<b>\$4,157.18</b>
2/28/2014 Payment - thank you	(\$4,157.18)

	<u>Amount</u>
<b>Total payments and adjustments</b>	<u>(\$4,157.18)</u>
<b>Balance due</b>	<u><u>\$9,478.75</u></u>

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

  
Jeffrey A. Carson, City Attorney



Agenda Information Memorandum  
March 10, 2014 Maple Plain City Council

**5. CONSENT AGENDA  
D. WESTERN COMMUNITY ACTION NETWORK  
RESOLUTION NO. 14-0310-02**

**ACTION TO BE CONSIDERED**

To approve Resolution 14-0310-02, supporting Western Community Action Network's (WeCAN) request for the City's continued support in obtaining Community Development Block Grant (CDBG) pooled funds.

**FACTS**

- Maple Plain is one of approximately twelve (12) cities that have annually participated in WeCAN's community service programs.
- The organization requested the City's support for WeCAN's continued application and use of CDBG pooled funds through Hennepin County.
- WeCAN has provided, for more than 20 years, and continues to provide a variety of services to low-income residents in western Hennepin County. These services include, but are not limited to:
  - Emergency Assistance
  - Family Support Programs
  - Meals on Wheels, and
  - Job Counseling
- As a means to support WeCAN's application for CDBG consolidated pool funds, the City wrote a letter of support on February 27, 2014.

**ATTACHMENTS**

Attached on page(s) \_\_\_\_ through \_\_\_\_ is a letter and information provided by WeCAN, the letter of support by the City of Maple Plain, and Resolution 14-0310-02.



January 31, 2014

OFFICERS

President **Linda Blakstvedt**  
Community Volunteer

Vice President **Larry Greenbaum**  
Community Volunteer

Treasurer **Dave Goode**  
Community Volunteer

Secretary **Asta Gersovitz**  
Community Volunteer

City of Maple Plain  
P. O. Box 97  
Maple Plain, MN 55359

Dear Mayor Hackbarth and City Council,

On behalf of Western Communities Action Network (WeCAN) and the people needing WeCAN's services, I am asking the City of Maple Plain to support our application for Community Development Block Grant (CDBG) Consolidated Pool funds for 2014 with a resolution and/or a letter of recommendation.

BOARD OF DIRECTORS

**Tim Babb**  
Community Volunteer

**Ann Bremer**  
Community Volunteer

**Jen Cameron**  
Community Volunteer

**Rhonda Eurich**  
Community Volunteer

**Becky Glistler**  
Community Volunteer

**Brigid O'Rourke**  
Community Volunteer

**Melanie Stover**  
Community Volunteer

**Mark Winter**  
Community Volunteer

WeCAN is your community-based human service organization whose mission is to work in a personal manner with individuals and families to enhance their stability and self-sufficiency. Our vision is that our neighbors will thrive in a vibrant community with full access to resources and support services.

WeCAN provides emergency assistance, family support programs, Meals on Wheels, job counseling and referrals for other services needed by our low-income clients. We also offer space for clients to meet Hennepin County outreach workers, WIC, and Adult Basic Education classes (GED and ELL). WeCAN will soon begin a mobile food delivery program for those with barriers to traditional food shelves, mainly senior citizens and children during out-of-school times.

Your support for our application is important as CDBG consolidated pool funds continue to decrease. Last year WeCAN was awarded \$6,444, down from \$8,070 the prior year. This year we will request \$6,444 to help us continue to assist low-income residents and those in crisis and facing homelessness.

The deadline for your resolution and/or a letter of recommendation is **February 25th**. Our application is due on the 27<sup>th</sup>.

Please feel free to call or email me with questions or to arrange for a presentation to the council or staff. 2013 year end data will be sent to you soon.

Sincerely,

Leah Weycker  
Executive Director

WeCAN STAFF

**Leah Weycker**  
Executive Director

**Carolyn Dillon**  
Coordinator  
Meals on Wheels

**Lisa Floeter**  
Family Advocate

**Kelly Goddard**  
Office Manager

**WeCAN**  
**Western Communities Action Network, Inc.**

**Community Development Block Grant**  
**2013 Statistics**

5213 Shoreline Drive  
Mound, MN 55364  
P: 952-472-0742  
F: 952-472-5589

[WeCAN-help.org](http://WeCAN-help.org)

These statistics represent all the services offered by WeCAN in calendar year 2013. For the actual CDBG report sent to the Consolidated Pool, only Emergency Assistance cases of rent, mortgage, and security deposit are documented.

TOTAL HOUSEHOLDS SERVED

Program	2009	2010	2011	2012	2013
Emergency Assist	261	277	262	257	215
Meals on Wheels	59	60	63	61	64
Family Support	391	350	320	389	357
WeCAB transportation 10/2011 start			26	93	N/A
Job Center 4/2012 start				51	49
<b>Total HH Served in Programs</b>	<b>711</b>	<b>687</b>	<b>671</b>	<b>851</b>	<b>685</b>

<b>Unique/Unduplicated HH</b>	<b>479</b>	<b>537</b>	<b>512</b>	<b>589</b>	<b>485</b>
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Client identification is not asked for phone referrals, resulting in a non-count for the total number of people benefiting and their family make up. WeCAN does hundreds of referrals over the phone and in person.

TOTAL TIMES A SERVICE WAS DELIVERED\*\*

Program	2009	2010	2011	2012	2013
Emergency Assist	618	581	516	473	392
Meals on Wheels	7860	8555	8923	7873	8532
Family Support	865	619	646	1136	1117
Job Center					57

<b>Total Contacts/Units</b>	<b>9343</b>	<b>9755</b>	<b>10085</b>	<b>9482</b>	<b>10098</b>
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\*\*Time a service is delivered counts each contact made with a client . e.g., Adopt a Family for three children is counted as one.

IN-KIND DONATIONS

	2010	2011	2012	2013
Value of products donated	\$121,069	\$94,944	\$117,085	\$90,651
Value of volunteer time donated	\$63,358	\$85,779	\$115,683	\$93,541

In-kind donations make up a large part of program delivery. All of the products distributed are donated. It takes about 88 active volunteers, in addition to the 4 paid staff, to deliver the WeCAN services.

TOTAL INDIVIDUALS IN FAMILY

Program	2009	2010	2011	2012	2013
Emergency Assist	703	771	726	640	512
Meals on Wheels	62	60	67	68	75
Family Support	1218	1171	1073	1209	1034
WeCAB transportation 10/2011 start			28	98	N/A
<b>Total Indiv. Served in Programs</b>	<b>1983</b>	<b>2002</b>	<b>1894</b>	<b>2015</b>	<b>1621</b>

<b>Unique/Unduplicated Individuals</b>	<b>1396</b>	<b>1423</b>	<b>1411</b>	<b>1546</b>	<b>1229</b>
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UNITS OF SERVICE by TYPE

	2010	2011	2012	2013	TYPE
<b>Emergency Assistance programs</b>					
Emergency housing, utility, etc.	\$62,981	\$82,340	\$64,372	\$50,218	dollars
Clinic Connection	46	32	37	30	medical visits
<b>Family Support programs</b>					
Adopt a Family	420	390	302	381	each child+1 family
Holiday Shopping	54	85	122	14	children
Birthday Shelf	82	159	154	166	packages
Quilt/Blanket	58	42	71	74	quilt/blanket
School Supplies	233	228	218	208	packages
Family Guidance	46	133	195	182	contacts
Other family support	86	40	72	60	items
Clothing hat/mitten		334	1276	993	items
Vouchers for Pennywise, church sales			405	956	\$ value
Coats				205	items
<b>Office Equipment use by clients</b>					
computers, copier, FAX, phone				ave. 733	times used

INDIVIDUALS BY TYPE:

Program	AGE				SEX		
	Adult	Children	Seniors	Unknown	Male	Female	Unknown
Emerg. Assistance	304	178	23	7	238	270	4
Family Support	520	473	33	8	466	561	7
MOW	11	0	64	0	29	46	0
<b>unique/undup indiv.*</b>	<b>620</b>	<b>493</b>	<b>104</b>	<b>12</b>	<b>646</b>	<b>575</b>	<b>8</b>

Definition Key: Children age 0-18

Adult age 19-64

Seniors age 65+

HH = Head of Household

EA = Emergency Assistance

FS = Family Support

MOW = Meals on Wheels

FEMALE HEAD OF HOUSEHOLD

Program	Female HH served	Households
Emerg. Assistance	53	257
Family Support	101	389
MOW	34	64
<b>unique/undup hslld.*</b>	<b>140</b>	<b>485</b>

\*unique/unduplicated = family or individual is counted only once even if several programs were used, or used more than once.

NEW CLIENTS THIS YEAR, by Household

	2009	2010	2011
<b>EA and FS services</b>	207	192	169
<b>Meals on Wheels</b>		27	30

2012	2013
186	152
36	29

INDIVIDUAL ETHNICITY (for EA, FS & MOW)

Ethnicity	Hispanic	Non-Hispanic
White	67	1019
Black/African American		78
Am. Indian/Alaskan Native		4
Asian		20
Hawaiian/Pacific Islander		
<i>if multiple races, best fit:</i>		
Am. Indian/Alaskan Native & White		10
Asian & White	1	9
Black/African Am. & White	2	17
Am. Indian/Alaskan & Black/African Am		
Other		

Total Indiv Count 1227 70 1157

WeCAN Services - Household and Individual count, by City 2013

CITY	BY HOUSEHOLD COUNT				BY INDIVIDUALS IN HOUSEHOLD				UNITS OF SERVICE			
	Emergency Assistance	Family Support	Meals on Wheels		Emergency Assistance	Family Support	Meals on Wheels		Emergency Assistance	Family Support	Meals on Wheels	
Greenfield	0	0	0		0	0	0		0	0	0	
Independence	3	3	1		12	12	1		3	14	147	
Loretto	4	6	1		5	7	1		16	18	1	
Maple Plain	17	36	6		39	105	6		24	76	955	
Mtka. Beach	0	0	0		0	0	0		0	0	0	
Minnetrista	2	8	1		3	29	2		3	15	504	
Mound	119	191	36		272	532	43		227	614	4,534	
Orono (western)	5	5	6		9	10	7		7	8	553	
Rockford	9	21	0		34	86	0		13	65	0	
St. Bonifacius	12	24	4		41	82	5		25	113	177	
Spring Park	30	42	9		67	119	10		51	117	1,661	
Tonka Bay	5	7	0		13	26	0		10	24	0	
Homeless	6	10			9	16			9	23		
Safe at Home*	2	4			4	10			3	30		
Other/unknown**	1	0			4	0			1	0		
<b>Totals</b>	<b>215</b>	<b>357</b>	<b>64</b>		<b>512</b>	<b>1,034</b>	<b>75</b>		<b>392</b>	<b>1,117</b>	<b>8,532</b>	

\* Safe at Home is a domestic violence protection program where the client uses a St. Paul address but lives in undisclosed housing.

\*\* Other/Unknown is when service is given to someone that is at our location but lives out of the WeCAN service area.

INDIVIDUAL INCOME LEVELS \* based on HUD guidelines below

Program	30% and below	30-50%	50-80%	80% and above	unknown
<b>WeCAN programs</b>	704	363	85		
<b>MOW</b>	senior citizens and disabled adults qualify as low income for CDBG				

1152  
75

\*Income is documented for EA services and client self-reported for most FS services.

FY 2013 INCOME GUIDELINES

Hennepin County, HUD guidelines based on median household income (AMI) in Mpls./St. Paul metro area. This is not the Federal poverty guidelines.

Household Size	Household Income (effective 12/11/2012)								
	below \$17,300	\$17,300 - \$28,850	\$28,850 - \$45,100	\$45,100 - \$51,550	\$51,550 - \$58,000	\$58,000 - \$64,400	\$64,400 - \$69,600	\$69,600 - \$74,750	over \$74,750
1	below \$17,300	\$17,300 - \$28,850	\$28,850 - \$45,100	\$45,100 - \$51,550	\$51,550 - \$58,000	\$58,000 - \$64,400	\$64,400 - \$69,600	\$69,600 - \$74,750	over \$74,750
2	below \$19,800	\$19,800 - \$32,950	\$32,950 - \$51,550	\$51,550 - \$58,000	\$58,000 - \$64,400	\$64,400 - \$69,600	\$69,600 - \$74,750	\$74,750 - \$79,900	over \$79,900
3	below \$22,250	\$22,250 - \$37,050	\$37,050 - \$58,000	\$58,000 - \$64,400	\$64,400 - \$69,600	\$69,600 - \$74,750	\$74,750 - \$79,900	\$79,900 - \$85,050	over \$85,050
4	below \$24,700	\$24,700 - \$41,150	\$41,150 - \$64,400	\$64,400 - \$69,600	\$69,600 - \$74,750	\$74,750 - \$79,900	\$79,900 - \$85,050	\$85,050 - \$90,200	over \$90,200
5	below \$26,700	\$26,700 - \$44,450	\$44,450 - \$69,600	\$69,600 - \$74,750	\$74,750 - \$79,900	\$79,900 - \$85,050	\$85,050 - \$90,200	\$90,200 - \$95,350	over \$95,350
6	below \$28,700	\$28,700 - \$47,750	\$47,750 - \$74,750	\$74,750 - \$79,900	\$79,900 - \$85,050	\$85,050 - \$90,200	\$90,200 - \$95,350	\$95,350 - \$100,500	over \$100,500
7	below \$30,650	\$30,650 - \$51,050	\$51,050 - \$79,900	\$79,900 - \$85,050	\$85,050 - \$90,200	\$90,200 - \$95,350	\$95,350 - \$100,500	\$100,500 - \$105,650	over \$105,650
8	below \$32,650	\$32,650 - \$54,350	\$54,350 - \$85,050	\$85,050 - \$90,200	\$90,200 - \$95,350	\$95,350 - \$100,500	\$100,500 - \$105,650	\$105,650 - \$110,800	over \$110,800



1620 MAPLE AVENUE | P.O. BOX 97 | MAPLE PLAIN, MN 55359 (763) 479-0515  
Ph: (763) 479-0515 | Fax: (763) 479-0519 | [www.mapleplain.com](http://www.mapleplain.com)

February 27, 2014

Consolidated Pool CDBG Application Review Committee  
c/o Tonja West-Hafner

Dear CDBG Application Review Committee,

I am writing on behalf of the City Council in support of the application by WeCAN for funding through the CDBG Program. We approved a resolution in March 2013, and continue our support of WeCAN and would like to help the CDBG Application Review Committee in anyway that we can.

It is our intent to approve another resolution in March 2014 supporting WeCAN, but understand the deadline for this application.

WeCAN provides a variety of essential services to low-income residents in western Hennepin County. It is important that WeCAN continue to receive financial support though the CDBG program and continue to serve residents in our community.

Sincerely,

  
Jerry Young  
Acting Mayor

**RESOLUTION NO. 14-0310-02**

**RESOLUTION OF SUPPORT FOR FUNDING SENIOR PROGRAMS PROVIDED THROUGH WESTERN ACTION NETWORK**

**WHEREAS**, the City of Maple Plain (“City”) is a municipal corporation in the Metropolitan area which is organized and existing under the laws of the State of Minnesota; and

**WHEREAS**, the City Council (“Council”) of the City of Maple Plain supports services for its elderly and residents with disabilities offered via Western Communities Action Network (WeCAN) and other organizations and,

**WHEREAS**, WeCAN has requested support, from the City, regarding its application for the Community Development Block Grant (CDBG) pool funds; and,

**WHEREAS**, the Council has determined that the provision of services for its elderly and residents with disabilities is of great importance and should be continued.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN**, that the City hereby recommends CDBG pool funds be continued for services offered services by WeCAN.

This resolution was introduced by \_\_\_\_\_. Members voting in favor: \_\_\_\_\_. Members voting against: \_\_\_\_\_. Members absent: \_\_\_\_\_. The resolution was passed by the Maple Plain City Council this 10th day of March, 2014.

\_\_\_\_\_  
Mayor Roger Hackbarth

ATTEST:

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



Agenda Information Memorandum  
March 10, 2014 Maple Plain City Council

## **9. OLD BUSINESS**

### **A. MCES 2013 CLEAN WATER FUND INFLOW & INFILTRATION GRANT AGREEMENT, RESOLUTION 14-0310-01**

#### **ACTION TO BE CONSIDERED**

To approve resolution 14-0310-01 and the initial Clean Water Fund I&I Grant Agreement through Metropolitan Council Environmental Services (MCES).

#### **FACTS**

- In November, 2013, MCES has asked the City of Maple Plain to participate in the Clean Water Fund grant program.
- Maple Plain is one of fifty cities in the metro that are eligible for the grant due to high reported inflow and infiltration.
- The grant will allocate \$1,000,000 in funding to private property owner's to assist with I/I repairs.
- The grant functions off of a "first come, first serve" basis.
- For properties that apply, the MCES grant will cover up to one-third of actual, reasonable and verifiable repair costs, with a maximum of \$2,000 per site.
- Staff responded to MCES to express interest in the grant.
- Staff sent informational flyers to property owners with known I/I issues as a means to identify potential qualified residential projects.
- The City received ten (10) residential applications, nine (9) of which qualified to receive funding.
- In total, the nine (9) projects have qualified for \$7,194.53 in reimbursement funding.
- The City needs to approve the grant agreement as a means to seek reimbursement for the qualified I/I Projects.
- To date, the grant has \$600,000 in funds still available.
- Staff will attempt to identify additional projects that can benefit from this program.

#### **ATTACHMENTS**

Attached on page(s) \_\_\_\_ through \_\_\_\_ is the Clean Water Fund I&I Grant Agreement and Resolution 14-0310-01.

**RESOLUTION 14-0310-01**

**A RESOLUTION APPLYING FOR CLEAN WATER FUND I&I GRANT  
FUNDING THROUGH THE METROPOLITAN COUNCIL**

**WHEREAS THE CITY OF MAPLE PLAIN, MINNESOTA** (the “City”) is served by the Metropolitan Council Environmental Services for the disposal of wastewater from public and private properties within the City; and,

**WHEREAS** the Metropolitan Council Environmental Services (“MCES”) has identified the City as having exceeded its allowable inflow and infiltration (“I/I”) I&I limits; and,

**WHEREAS** MCES is requiring the City to mitigate I/I by reducing and/or eliminating the presence of clear water entering the local sanitary sewer system; and,

**WHEREAS** the City continues to address public sources of I/I and works with private property owners to remove positive I/I source locations identified on private property; and,

**WHEREAS** the cost of repairing I/I source locations on private property is the responsibility of the property owner; and,

**WHEREAS** the MCES has made available grant funds to assist private property owners, with I/I issues, to eliminate I/I in their sewer system; and,

**WHEREAS** private property owners are eligible to receive a reimbursement of 1/3 of the eligible project costs, up to \$2,000 project, until a total of \$1,000,000 is expended by MCES.

**NOW THEREFORE, BE IT RESOLVED** the Maple Plain City Council (the “Council”) agrees to pass through the grant funds awarded by MCES to the private property owners that incur said costs; that the reimbursement will be 1/3 of eligible project costs, up to \$2,000 per project;

**BE IT FURTHER RESOLVED** the Council agrees to secure and retain receipts for all project costs and provide the Metropolitan Council reasonable access to these records for auditing purposes;

**BE IT FURTHER RESOLVED** the Council identifies the assistant to the city administrator as the authorized city representative to submit this application and grant award requests.

**BE IT FURTHER RESOLVED** the Council agrees to the aforementioned conditions and hereby approves the Clean Water Fund Grant Agreement No SG2014-003 between the City and MCES.

This resolution passed by the Maple Plain City Council this 10 day of March, 2014.

---

Roger Hackbarth, Mayor

Attest:

---

Tessia Melvin, City Administrator

**METROPOLITAN COUNCIL**  
**CLEAN WATER FUND GRANT AGREEMENT NO. SG2014-003**

This Clean Water fund Grant Agreement ("Grant Agreement") is entered into this \_\_\_\_\_ [date of signature by both parties] between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council") and the City of Maple Plain, a municipal corporation ("Grantee").

**RECITALS**

1. The Minnesota Legislature, by Minnesota Laws 2013, chapter 137, article 2, section 9, appropriated to the Met Council funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund" or "clean water fund") for State fiscal years 2014 and 2015, for grants and loans for local sanitary sewer inflow and infiltration reduction ("I/I") programs addressing high priority areas in the metropolitan area as defined in Minnesota Statutes section 473.121, subdivision 2.

2. The Met Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 and 473.504, subdivision 5 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.

3. The Grantee is authorized by [statutory or other authority] to receive grants from the Clean Water Fund to protect, enhance and restore water quality in lakes, rivers and streams, to protect groundwater from degradation and protect drinking water sources.

4. On September 25, 2013, Met Council authorized the granting of portions of the appropriation to the Grantees for completion of the grant program, the portion for Grantee defined ahead in this Agreement as "Grantee Program."

5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Met Council.

**GRANT AGREEMENT**

**1. Term of Grant Agreement.**

1.1. **Effective Date.** The effective date of this Grant Agreement is the date on which the Grant Agreement has been duly executed by both parties.

1.2. **Grant Activity Period.** The first day of the month following the Effective Date through and including the expiration date.

1.3. **Expiration Date.** The latter of (i) 2 years after final distribution of funds to Grantee; or (ii) until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.4. **Survival of Terms.** The following clauses survive the expiration, termination or cancellation of this Grant Agreement; 9. Liability and Insurance; 10. Audits; 11. Government Data Practices; 13. Data Availability; 14. Governing Law, Jurisdiction and Venues; 16. Data Disclosure; 18. Future Eligibility.

## 2. Duties, Representations and Warranties of Grantee and Use of Grant Funds.

2.1. The Grantee agrees to conduct, administer and complete in a satisfactory manner the program ("Grantee Program") which is described in Grantee's application to Met Council for assistance under the Met Council's Clean Water Fund grant program, which application is incorporated into this Grant Agreement as **Exhibit A**, and in accordance with the terms and conditions of this Grant Agreement. Specifically, the Grantee agrees to perform the "Grantee Program" in accordance with a specific timeline, all as described in **Exhibit A** and to undertake the financial responsibilities described in **Exhibit A** to this Grant Agreement. The Grantee has the responsibility for and obligation to complete the "Grantee Program" as described in **Exhibit A**. The Met Council makes no representation or warranties with respect to the success and effectiveness of the "Grantee Program". The Met Council acknowledges that "Grantee Program" work may be limited to soliciting participation by building owners in the "Grantee Program" and requires additional work by the Grantee only to the extent that building owners choose to participate in the "Grantee Program", all as described in the Grantee's application attached as **Exhibit A**.

The Grant Funds cannot be used for:

- Normal municipal operating or overhead costs, including such related to the Grantee Program;
- Grantee's own public sewer infrastructure costs, except for: (i) service laterals to connect city buildings to sewer pipes, or (ii) city owned portions of service laterals under right-of-way;
- The cost of studies;
- Engineering costs;
- Planning costs; and
- For equipment, machinery, supplies or other property to conduct the Grantee Program, except for equipment, supplies or other property which is used primarily for the Grantee Program and is specifically listed in **Exhibit A**.

2.2. Grantee Representations and Warranties. The Grantee further covenants with and represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into, execute and deliver this Grant Agreement and all documents referred to herein, has taken all actions necessary to its execution and delivery of such documents and has provided to Met Council a copy of the resolution by its governing body which authorizes Grantee to enter into this Agreement, to undertake the Clean Water Fund Grant Program, including the Grantee financial responsibilities as shown in **Exhibit A** and which also designates an authorized representative for the Grantee Program who is authorized to provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Grantee Program costs.

B. It has legal authority to conduct and administer the Grantee Program and use the Grant Funds for the purpose or purposes described in this Agreement.

C. This Grant Agreement and all other documents referred to herein are the legal, valid and binding obligations of the Grantee enforceable against the Grantee in accordance with their respective terms.

D. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, and all other documents referred to herein.

E. It will comply with all of the provisions and requirements contained in and imposed by the Clean Water Funding legislation and appropriations from Clean Water Fund legislation, except as explicitly stated in this Grant Agreement that compliance will be handled by the Council.

F. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Council relied in awarding this Grant and are incorporated into this Agreement by reference.

G. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

H. Neither the execution and delivery of this Grant Agreement or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

I. The Grantee Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

J. The Grantee Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or other political subdivisions having jurisdiction over the Grantee Program.

K. It has complied with the financial responsibility requirements contained in **Exhibit A**.

L. The Grantee Program will be conducted substantially in accordance with **Exhibit A** by the Completion Date as stated in **Exhibit A**.

M. It shall furnish such satisfactory evidence regarding the representations described herein as may be required and requested by the Met Council.

**3. Time.**

Grantee must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

**4. Eligible Costs.**

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee generally only for sewer service lateral repairs or replacements and foundation drain disconnections as described in **Exhibit A**. The Grantee shall not be reimbursed for non-eligible costs. Any cost not defined as an

eligible cost or not included in the Grant Grantee Program or approved in writing by the Council is a non-eligible cost.

**5. Consideration and Payment.**

5.1 **Consideration.** The Met Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period in an amount of up to the prequalified work's grant amount ("Grant Amount"). The Met Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee or subrecipients of any tier in the performance of the Grantee Program. The initial Grant amount to Grantee under this Grant Agreement is \$7,194.53. The Grantee will be eligible to receive additional Grant amounts or an adjustment in Grant amount in accordance with the procedure set forth in the Grant Amendment Form attached hereto and made a part hereof as Exhibit B. Upon signature by both Grantee and Met Council on Exhibit B this Grant is amended by the amount of increase or decrease approved by Met Council in Exhibit(s) B.

5.2. **Advance.** The Met Council will make no advance of the Grant Amount to Grantee. The disbursement of the Grant Amount shall be in the form of reimbursement for eligible costs as provided ahead in this Section 5.

5.3. **Payment.** To obtain payment under this Grant Agreement, the Grantee shall submit a Reimbursement Request/Progress Report on forms provided by or acceptable to the Met Council. Reimbursement Request/Progress Reports may be submitted once per month after this grant agreement has been executed, but must be submitted at least semi-annually by December 1 and June 1 of each calendar year of the grant period. The Grantee shall describe its compliance with its the financial requirements and construction work completed and specific addresses where work was undertaken in connection with the grant and shall provide sufficient documentation of grant eligible expenditures and such other information as the Met Council's staff reasonably requests. The Met Council will promptly pay the Grantee after the Grantee presents to the Met Council a Reimbursement Request/Progress Report and an itemized invoice for all eligible services actually performed and the Met Council's Authorized Representative accepts the invoiced services.

**6. Conditions of Payment.**

6.1. The Grantee must certify to the Council that work at each site for which payment is requested is done, that Grantee has received receipts for such work, that the work was not performed in violation of federal, Met Council, or local law or regulation and that Grantee has issued the appropriate permits for the work completed in the Grantee Program.

6.2. **Conditions Precedent to Any Reimbursement Request.** The obligation of the Met Council to make reimbursement payments hereunder shall be subject to the following conditions precedent:

A. The Met Council shall have received a Reimbursement Request/Progress Report for such amount of funds being requested for which the amounts for each individual site have been pre-qualified by Met Council.

B. The Met Council shall have received evidence upon request, and in form and substance acceptable to the Met Council, that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding on and enforceable against the Grantee.

C. The Met Council shall have received evidence upon request, and in form and substance acceptable to the Met Council, that all applicable and required building permits, other permits, bonds and licenses necessary for each site included in the Grantee Program including, where applicable, operation of the site, have been paid for, issued and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date and that each site under the Grantee Program is active and serving an occupied building.

D. No Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

E. The Grantee has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

**7. Authorized Representative.**

The Met Council's Authorized Representative is:

Name: John Atkins or successor  
Title: MCES Manager, Budget  
Mailing Address: 390 North Robert Street  
St. Paul, MN 55101  
Phone: (651) 602-1020  
E-Mail Address: [john.atkins@metc.state.mn.us](mailto:john.atkins@metc.state.mn.us)

or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is:

Name: Margaret McCallum, Assistant to City Administrator  
Mailing Address: 1620 Maple Avenue, PO Box 97, Maple Plain 55359  
Phone: 763-479-0515  
E-Mail Address: [mmccallum@mapleplain.com](mailto:mmccallum@mapleplain.com)

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

**8. Assignment, Amendments, Waiver, and Grant contract Complete.**

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Met Council and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

8.2 Amendments. Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office.

8.3 Waiver. If the Met Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Contract Complete. This Grant Agreement contains all negotiations and agreements between the Met Council and the Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

## 9. Liability and Insurance.

9.1 Liability. The Grantee and the Met Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Met Council is governed by the provisions contained in Minn. Stat. Chapter 466 as it may be amended, modified or replaced from time to time. The liability of the Grantee, including but not limited to the indemnification provided under Section 10.2 is governed by the provisions contained in such Chapter 466.

9.2 Indemnification by the Grantee. The Grantee shall bear all losses, expenses (including attorneys' fees) and damages in connection with the Grantee Program and agrees to indemnify and hold harmless the Met Council, its agents, servants and employees from all claims, demands and judgments made or recovered against the Met Council, its agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Grantee Program whether or not due to any act of omission or commission, including negligence of the Grantee or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Met Council, its employees, servants or agents.

Grantee further agrees to indemnify, save and hold the Met Council, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grantee, its officers, employees, or agents, or any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 11.

The Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grantee, or subject to any exclusions from coverage in any insurance policy.

The Grantee shall maintain or require to be maintained adequate insurance coverage for the Grantee Program in such amounts with such limits as it determines in good faith to be reasonable or in such amounts and with such limits as may be reasonably required for participating cities by the Met Council from time to time.

9.3 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grantee and the Met Council, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Grantee Program.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Grantee Program. All personnel of the Grantee or

other persons while engaging in the performance of this Grant Agreement the Grantee Program shall not have any contractual relationship with the Met Council related to the work of the Grantee Program and shall not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Met Council. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**10. Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

**11. Government Data Practices.**

The Grantee and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Met Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Met Council.

**12. Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Met Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Met Council's obligation or responsibility.

**13. Data Availability.**

To the extent and as requested by the Council, Grantee agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Grantee Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Grantee Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Grantee Program. The Council will put overall summary information on the internet and will not request that the Grantee put its city information on the web if Grantee receives total Grant funds pursuant to this Agreement in an amount of under one hundred thousand dollars (\$100,000). Grantee understands and agrees that Council may list its name and summary information on the internet or in any other Grantor reporting.

**14. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. Termination.**

The Met Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

**16. Data Disclosure.**

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the payment of Met Council obligations. Grantee will require compliance with this Section 16 by Grantee's subrecipient of Grant funds and shall submit evidence of such compliance to Met Council as requested.

**17. Notices.**

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grantee at:

City of Maple Plain  
1620 Maple Avenue, PO Box 97  
Maple Plain, MN 55359  
Attention: Margaret McCallum

To the Met Council at:

Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101  
Attention: Regional Administrator

With copy to:

MCES General Manager  
Metropolitan Council Environmental Services  
390 Robert Street North  
St. Paul, MN 55101

MCES Finance Director  
Metropolitan Council Environmental Services  
390 Robert Street North  
St. Paul, MN 55101

**18. Miscellaneous.**

18.1 Report to Legislature. As provided in Minn. Stat. § 3.195, the Met Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The grantee agrees to provide to the Met Council by January 1 of each year a report on any user satisfaction surveys it has related to this Grantee Program, and other appropriate outcomes of the Grantee Program as prescribed in Section 18.3 of this Agreement.

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Therefore, the Grantee hereby certifies to the Met Council that there was and is no traditional Grantee sources of funding for the City to help fund one-third (1/3) of the subject I/I mitigation work. Further the City agrees it will inform the Council immediately if other funds for this type of work become available.

18.3 Measureable Outcomes. To the extent and upon request of the Council, Grantee agrees to demonstrate compliance with the following: A Grantee Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Grantee Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in section 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Grantee Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Grantee Program work, including the proposed measurable outcomes, must be made available for publication on the Web site required under section 3.303, subdivision 10, as soon as practicable and forwarded to the Met Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Grantee must compile and submit all information for funded Grantee Programs or programs, including the proposed measurable outcomes and all other items required under section 3.303, subdivision 10, to the Met Council and, if requested by the Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Grantee Programs that benefit Minnesota waters.

18.6 Website. If the Grantee has information on its website about the I/I grant program pursuant to Minn. Stat. § 114D.50, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the Legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the Legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain

additional information, as well as a link to the Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Grantee satisfying all application requirements related to Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in 2013 Session Laws chapter 137, article 2, section 9.

18.8 Data Availability. Data collected by the Grantee Programs, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Office of MN.IT Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Office of MN.IT Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of the Grantee Program funded with money from the clean water fund should be readily accessible on the Internet and identified as a Clean Water Fund Grantee Program.

18.9 Constitutionally Dedicated Funding Accountability. Pursuant to Minnesota Statutes § 3.03, subd. 10, the Grantee shall submit the following additional information as deemed necessary by the Met Council to comply with Minn. Stat. § 3.03 subd. 10, to the Met Council by January 15 of each fiscal year:

- (i) the name of the Grantee Program and a Grantee Program description;
- (ii) the name, telephone number, members of the City Council or equivalent governing body, and e-mail address of the funding recipient and, when applicable, the Website address where the public can directly access detailed information on the recipient's receipt and use of money for the Grantee Program;
- (iii) the amount and source of funding, including the state fiscal year of the appropriation;
- (iv) the amount and source of any additional funding or leverage;
- (v) the duration of the Grantee Program;
- (vi) the number of full-time equivalents funded under the Grantee Program. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088;
- (vii) the direct expenses and administration costs of the Grantee Program;
- (viii) proposed measurable outcomes and the plan for measuring and evaluating the results;
- (ix) for pass-through, noncompetitive grants, the entity acting as the fiscal agent or administering agency and a point of contact for additional information;

(x) actual measured outcomes and evaluation of Grantee Programs as required under 114D.50, subdivision 4; and

(xi) education about the areas and issues the Grantee Programs address, including, when feasible, maps of where Grantee Programs have been undertaken;

All information for proposed and funded Grantee Programs, including the proposed measurable outcomes, must be made available on the Web site as soon as practicable. Information on the measured outcomes and evaluation must be posted as soon as it becomes available. For purposes of this section, "measurable outcomes" means outcomes, indicators, or other performance measures that may be quantified or otherwise measured in order to measure the effectiveness of a Grantee Program or program in meeting its intended goal or purpose.

18.10 Prevailing Wages. The Grantee agrees to comply with all of the applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Grantee Program. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Grantee Program.

18.11. E-Verification. The Grantee agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.12. General Provisions.

(i) Grants. The Grantee shall implement this Grant Agreement according to Minnesota Statutes, section 16B.98, and shall account for all expenditures of funds.

(ii) Lawsuit. This Grant shall be canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

(iii) Termination Due to Lack of Funds. Grantee recognizes that Council's obligation to reimburse Grantee for eligible Grantee Program costs is dependent upon Council's receipt of funds from the State of Minnesota appropriated to Council under 2013 Session Laws Chapter 137, Section 17. Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Council for any reason, Council shall, upon written notice to Grantee of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice to Grantee by Council of termination or unavailability of funds, Grantee has no further obligation to complete the Grantee Program as required by this Grant Agreement.

## 19. Default and Remedies.

19.1 Defaults. The Grantee's failure to fully comply with all of the provisions contained in this Grant Agreement shall be an event of default hereunder ("Event of Default").

19.2. Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

- a. Refrain from disbursing the Grant;
- b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Grantee shall repay such amount to the Met Council.
- c. Enforce any additional remedies the Met Council may have at law or in equity.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the date first above written.

**METROPOLITAN COUNCIL**

By: \_\_\_\_\_  
Regional Administrator

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

**GRANTEE:**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

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

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

**EXHIBIT A**

**METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES**

**2013 CLEAN WATER FUND INFLOW & INFILTRATION (I&I)  
GRANT APPLICATION FORM**

NOTICE TO APPLICANTS: Submission of this application form confirms your city's intention to participate in the Metropolitan Council Environmental Services (MCES) 2013 Clean Water Fund I/I Grant program (Grantee Program).

Applicants must review the Program design and process details which, along with other valuable information on the MCES Inflow and Infiltration (I&I) Program, can be found at the following link:

[http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/MCES-Inflow-and-Infiltration-\(I-I\)-Program.aspx](http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/MCES-Inflow-and-Infiltration-(I-I)-Program.aspx)

Pre-qualification of individual projects is mandatory and becomes the basis for determining initial grant agreement amounts. The pre-qualification information submitted, whether with this form or submitted separately, becomes a part of Exhibit A.

Grant agreements will be sent for signature 1) when your city requests one, 2) when your city submits at least 15 pre-qualification requests that meet the requirements for funding, or 3) when the total amount of funding available from the Clean Water Fund has been encumbered, whichever occurs first. Funds are available on a 'first qualified, first serve' basis.

MCES will accept and review pre-qualification requests from cities that have completed this application process until all of the funds appropriated in 2013 from the Clean Water Fund have been encumbered. After the initial grant agreement is signed, additional submittals will result in follow up letters from MCES which become part of this Agreement specifying the additional amounts the Council will encumber. Grant agreements include an Exhibit B which is the anticipated letter for readily adding additional pre-qualified projects (assuming funding is available).

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CITY NAME: City of Maple Plain

The City's designated authorized representative (all correspondence and city responsibility regarding participation in the Grantee Program should be should be addressed to individual named below) is:

NAME: Margaret McCallum  
TITLE: Assistant to the City Administrator  
STREET: 1620 Maple Avenue, PO Box 97  
CITY, ZIP: Maple Plain, MN 55359  
PHONE: 763-479-0515  
EMAIL: mmccallum@mapleplain.com

A city resolution confirming this individual's authority and certification that s/he has read the program details documents must be included when returning signed document.

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Once a city is approved to participate in the Program, the following information is required for each project submitted for pre-qualification:

- Owner name and building address
- Date and copy of contractor bid/estimate (date we will use in ranking first qualified, first served)
- Type of building (Single Family, Multi-family, Commercial)
- Type of work proposed
- Affirmative statement of the City that the building is in use.

MCES will email the City's authorized representative notification of the funding determination for each project submitted for pre-qualification within 10 working days of submission. This allows your city the option of remitting to property owners with the timing at your discretion and under your terms.

Work must be done and claims for pre-qualified projects must be submitted within one (1) year of contractor bid/estimate, unless, prior to expiration, MCES receives and approves a written justification for extension, including a new proposed completion date.

To receive payment for completed projects, cities must submit a claim (in a format of your choosing) that includes all of the following information:

- Owner name and building address
- Total project cost
- Date of city inspection (to certify work was completed)
- Statement attesting to retention of auditable records

Within 30 days of receipt of claim, MCES will remit to cities in amounts identifiable to specific projects, subject to limits as prescribed by program design and grant agreement (i.e. 1/3 of total eligible project costs to a maximum of \$2,000 per site).

Questions may be directed to the MCES Program Administrator:

John Atkins  
MCES Budget Manager  
390 Robert Street North  
St. Paul, MN 55101-1805  
Phone: (651) 602-1020  
Email: [john.atkins@metc.state.mn.us](mailto:john.atkins@metc.state.mn.us)

**QUICK REFERENCE FACT SHEET: I/I Clean Water Fund Grant Program**

**(this is for reference only; should anything herein be contradicted by the Agreement language, the Agreement terms prevail).**

**1. Community Eligibility:**

a) Communities eligible include:

- The 50 metro area communities eligible under the Public Infrastructure bond grant program offered in 2012(and ongoing)
- In addition, during 2013 and during the grant program any communities that receive an I/I surcharge notice for the first time from MCES and are required to take some action will also be eligible.

b) Communities eligible per (a) above must also must pre-apply and sign a standard Council grant agreement, before any eligible expenses can be submitted for reimbursement. Agreements shall require that communities:

- Entirely pass through grants received (as is being done by MCES).
- Cooperate with pre-qualification requirements of MCES, and screening of eligibility.
- Sign certifications of work done to receive grants.
- Retain records, and cooperate with any audit.
- Do communications with retail applicants.
- Issue plumbing permits for all eligible repairs.
- Report quantitative info of fixes, for MCES reporting to state.

**2. Repair Eligibility:**

a) Grants are only for non-municipal sewer infrastructure (i.e. municipally owned trunks and lateral pipes, lift stations and other related appurtenances are **not** eligible).

b) A prequalification is mandatory. Retail applicants will submit a dated contractors bid/estimate for the repair to their City.

c) Types of repairs eligible include:

- i. Any rehabilitation or service line replacement, either in part, or in its entirety that is owned and maintained by the property owner (private, governmental, institutional), between its connection to the municipally owned trunk or lateral system and the first cleanout inside the building shall be eligible for grant reimbursement., and
- ii. In addition, foundation drain disconnections will be eligible.
- iii. City owned service laterals under 'Right of Way' qualify subject to all terms and conditions herein as long as the full connection to service line is repaired.

d) The private service line or foundation drain must be active and serving an occupied building.

e) All repairs and replacements must be made with materials and methods consistent with local codes.

- f) The completed improvement must be inspected and found acceptable *by the city* having jurisdiction for said improvements.

### 3. Eligible Costs:

- a. Eligible expenses are for out-of-pocket costs of a repair only, may not include any owner labor costs.
- b. Inspection costs are allowable ONLY if the service line inspected results in eligible repairs.
- c. Eligible expenses are eligible for reimbursement for work inspected no sooner than July 1, 2013.
- d. MCES grants are **1/3 of actual, reasonable and verifiable eligible repair costs**, but limited to \$2000 maximum per site. Note: Given the regional sewer, city sewer and private benefit, a City and private match are proposed so funding would be 1/3 regional, 1/3 municipal, and 1/3 private (if total cost is \$6000 or less). However, the City match is not mandatory (this does not change the MCES grant limit of 1/3 of eligible costs and max of \$2000 per site).

### 4. Process:

- a. Eligible cities need to first apply and be approved to participate in the program.
- b. Monthly, participating cities screen & submit requests in batch for prequalification of individual site work.
- i. Each individual request must include the following information:
- Owner name and building address
  - Date of contractor bid/estimate (for use in ranking first come, first served)
  - Type of building (Single Family, Multi-family, Commercial)
  - Type of work proposed
  - City affirmation that the building is being used
- c. MCES reviews technical details and approves by site, within 10 business days. MCES to encumber the amounts prequalified. MCES can only approve up to the full amount of the \$1 million appropriation. If within a month, qualified applications submitted to MCES exceed the amount available, the dates of the contractor bid/estimates will be used to determine the approvals (first qualified, first served) and the remaining projects will be put on waiting list for further funding when available. If there are multiple qualified applications with contractor dates on the same day that cannot be fully funded, MCES will use a random assignment method to select those funded.
- d. Agreements will be sent to cities for signature and, upon return with the first requests for prequalification, signed by Council and executed copies returned to the City.
- e. Cities must notify retail applicants of approval decisions and that the approved amount is the maximum grant from MCES. In addition that following the work completion, that the applicant must submit actual receipts for work to get the rebate.
- f. Cities to send info to MCES, basically certifying that the work was done and records auditable.
- g. Within 30 days, MCES remits to Cities in amounts identified to specific individual site(s). Cities choose when to remit to property owner(s).
- h. MCES to reduce encumbrances. If claims are reimbursed in less than the prequalified amounts, the released funding will become available for next applications in line (by contractor date).

**EXHIBIT B**

**METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES  
2013 CLEAN WATER FUND INFLOW & INFILTRATION (I&I)  
GRANT AMENDMENT FORM**

NOTICE TO GRANTEE: Submission of this form is required to modify your city's signed agreement with Metropolitan Council Environmental Services (MCES) 2013 Clean Water Fund I/I Grant program (Grantee Program).

Subsequent to determination of your city's initial grant amount, completion and submission of this form is necessary when: 1) you are submitting additional projects requesting pre-qualification, or 2) when your city has determined that previously approved projects will not be completed, or cost less than the amount for which they were pre-qualified.

You agree you have reviewed the program design and process details which, along with other information on the MCES Inflow and Infiltration (I&I) Program, which can be found at the following link:

[http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/MCES-Inflow-and-Infiltration-\(I-I\)-Program.aspx](http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/MCES-Inflow-and-Infiltration-(I-I)-Program.aspx)

The process for modifying your agreement is as follows:

1. Your City's designated authorized representative submits Exhibit B to MCES, with an attachment itemizing request(s) for a) pre-qualification of additional projects and/or b) changes to prior prequalified amounts.
2. Upon receipt of signed Exhibit B, MCES's Program Administrator modifies the agreement, simply by inclusion of the Exhibit B in the contract file and sends confirmation of new grant amount to City's designated authorized representative.

These steps will occur electronically and MCES requires City retention of signed documents to be made available upon request.

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Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box. Enter the current grant agreement amount (as MCES approved) in #3 box. Enter the amount to increase the grant amount by in #4 box. This number must agree with itemized project sites as included in the attachment you submit. Be sure to include all required site information. In #5 box, indicate the amount to decrease the grant agreement due to deleting or changing amounts for previously approved projects. Please provide a written detailed explanation that identifies the specific project(s) removed/changed from funding agreement. Enter in #6 box the amount derived from adding adding #3 to #4 and subtracting #5.

1. Date of change request:

2. Change request number:

3. Current Grant Agreement Amount (as MCES approved):

4. Total request for funding for additional projects:

5.Amount due to deleting/changing previously approved projects:

6. New Grant Agreement Amount total requested:

CITY NAME: \_\_\_\_\_

The detail information on the attached sheets are true and correct to the best of my knowledge, and I request the above changes (sign and date):

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MCES PROGRAM ADMINISTRATOR APPROVAL (signature and date):

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Questions may be directed to the MCES Program Administrator:

John Atkins  
MCES Budget Manager  
390 Robert Street North  
St. Paul, MN 55101-1805  
Phone: (651) 602-1020  
Email: [john.atkins@metc.state.mn.us](mailto:john.atkins@metc.state.mn.us)



Agenda Information Memorandum  
March 10, 2014 - Maple Plain City Council

**9. OLD BUSINESS**  
**B. BUDD AVENUE SANITARY SEWER**

**ACTION TO BE CONSIDERED**

To approve the re-advertisement of the Budd Avenue Sanitary Sewer Improvement Project and to set the Bid Opening Date for Tuesday, April 8, 2014 at 11:00 am.

**FACTS**

- The City has a sag in the existing sanitary pipe under TH 12.
- Due to the sag and grease buildup in the line, the City cleans and jets the Budd sanitary sewer pipe from Independence to Main Street on a yearly basis.
- The City had looked at replacing this sewer line back in 2012 when MNDOT was doing their overlay improvements on TH 12. The City looked at increasing the size of the new sewer line to address future growth in Independence. After looking at the feasibility of the improvements and costs, the City decided to not proceed with the replacement at that time.
- An apparent void in the bottom of the pipe has thought to have developed based on a June 2013 televising report from the company that does the City's TV reports. The camera was not able to go through to see how big the void was at that time. The void is located around 10 feet south of the centerline of TH 12.
- Due to the void and the concern that this could lead to a settlement in TH 12, the City authorized preparation of plans and specifications to replace the sanitary sewer pipe from Independence to Main Street on Budd Avenue in late summer 2013.
- A bid opening was set for September 9, 2013. No bids were received.
- The majority of the contractors indicated they were too busy to do this work still this fall. The Council discussed rebidding this project right away, but due to the timeframe for re-advertising, the Council discussed rebidding this winter with other projects.
- City Staff and Engineer discussed a short-term repair of the void in the pipe.
- The City Engineer contacted two companies who do spot repairs to get pricing.
- A repair companies indicated fixing voids in the bottom of a pipe can be difficult and may not be able to be done. They would not know for sure on the costs until they televised the line themselves.
- The City hired one of the contractors, and they were able to get their camera through the apparent void.
- The new televising showed that there was not a void as thought from the June 2013 televising.

- Public Works staff is still concerned with the amount of the sag in this area and the continual maintenance issues and grease build-up.
- Public Works staff felt the part of the original project related to Maple Street watermain improvements could be eliminated from this project, but recommend the City Council replace the Budd Sanitary Sewer as proposed in the previous plans.
- The Council discussed proceeding with this work at their February 24, 2014 Worksession.
- The estimated construction cost is \$202,000.
- The City bonded for this project in 2013.

## **ATTACHMENTS**

Attached on page(s) \_\_\_\_ through \_\_\_\_ is the Budd Avenue Sanitary Sewer Plan Sheet.





Agenda Information Memorandum  
March 10, 2013 Maple Plain City Council

**10. NEW BUSINESS**

**A. RESOLUTION OF SUPPORT FOR THE THREE RIVERS PARK DISTRICT REGIONAL TRAIL, RESOLUTION 14-0310-03**

**ACTION TO BE CONSIDERED**

To approve resolution 14-0310-03 supporting the Three Rivers Park District Regional Trail between the Carver and Baker Park Reserves.

**FACTS**

- On October 29, 2013, the Three Rivers Park District held an open house, at the City of Independence City Hall, to provide information and to receive input on a proposed regional trail that would travel through the Cities of Independence and Maple Plain.
- On February 25, 2014, the Three Rivers Park District held a joint City Council/Planning Commission meeting between the Cities of Maple Plain and Independence to discuss the route of the proposed trail.
- At the February 25 meeting, both Councils agreed to support routing the trail through Downtown Maple Plain (Option C).

**ATTACHMENTS**

Attached on page(s) \_\_\_\_ through \_\_\_\_ is Resolution 14-0310-03 and other applicable information.

**CITY OF MAPLE PLAIN  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION NO. 14-0310-03**

**A RESOLUTION OF SUPPORT FOR THE MASTER PLAN FOR A REGIONAL TRAIL  
BETWEEN CARVER AND BAKER PARK RESERVES**

**WHEREAS**, The City of Maple Plain (“City”) recognizes a Regional Trail between Carver and Baker Park Reserves is an important component of the regional parks system that serves residents of the City and the region; and

**WHEREAS**, The City recognizes that Three Rivers Park District has gathered significant public input in the development of the master plan for a Regional Trail between Carver and Baker Park Reserves; and

**WHEREAS**, The City recognizes that Three Rivers Park District has drafted the Proposed Master Plan for a Regional Trail between Carver and Baker Park Reserves; and

**WHEREAS**, The City supports the management and development of the Regional Trail between Carver and Baker Park Reserves pursuant to the Three Rivers Park District Master Plan; and

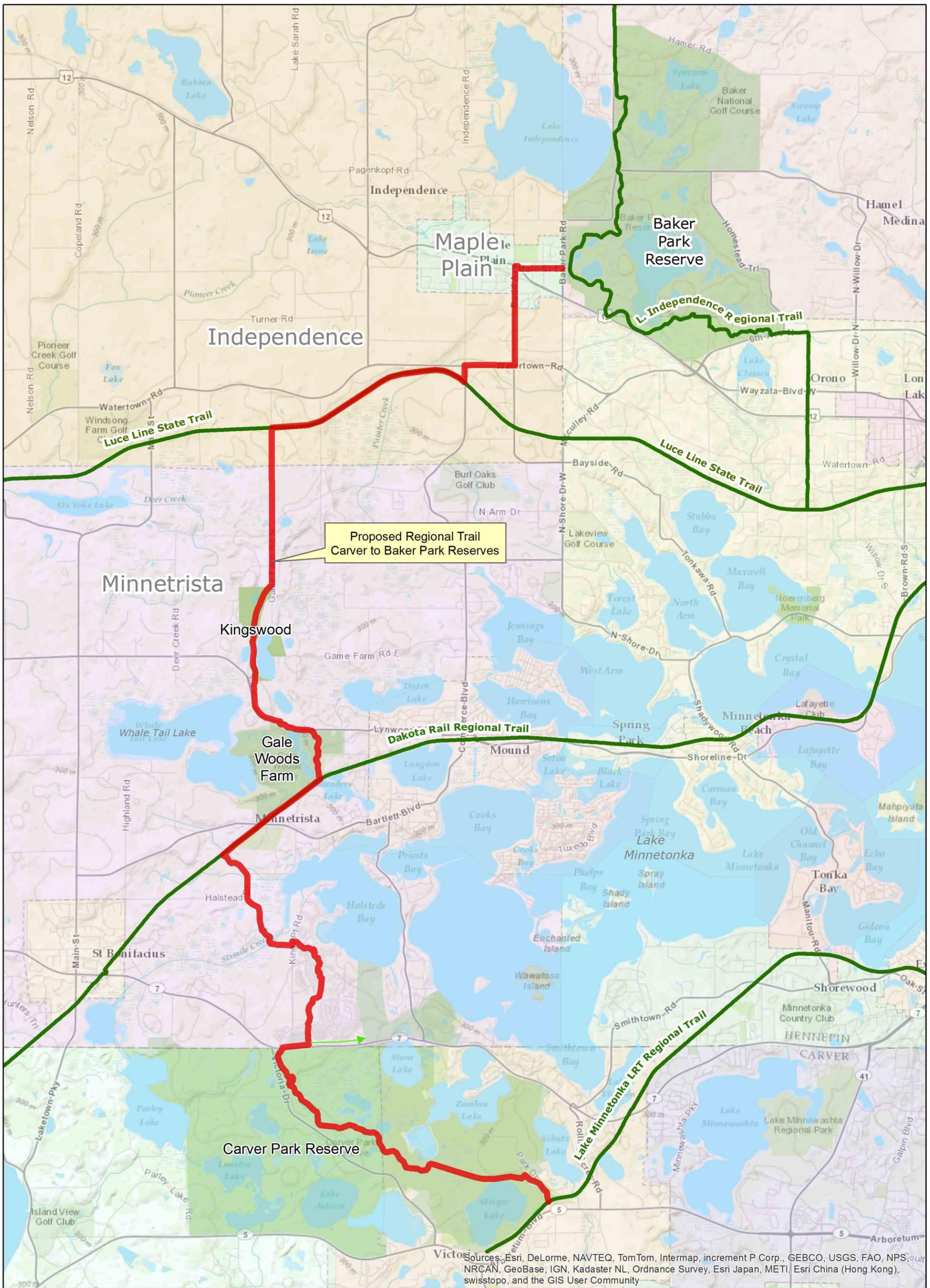
**THEREFORE, BE IT RESOLVED**, that the City of Maple Plain supports the Regional Trail Master and hereby recommends that Three Rivers Park District manage and develop the Regional Trail within the conditions and guidelines delineated by the District’s Board of Commissioners in the Master Plan.

This resolution was introduced by \_\_\_\_\_. Members voting in favor: \_\_\_\_\_. Members voting against: \_\_\_\_\_. Members absent: \_\_\_\_\_. The resolution was passed by the Maple Plain City Council this 10th day of March, 2014.

\_\_\_\_\_  
Mayor Roger Hackbarth

ATTEST:

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



# Proposed Regional Trail | Carver to Baker Park Reserves

## Overview

Map prepared by Three Rivers Park District Planning Department - AR February 26, 2014

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