



**AGENDA
CITY COUNCIL - WORKSHOP
MAPLE PLAIN CITY HALL
October 13, 2025
5:30 PM**

1. CALL TO ORDER

2. ADOPT AGENDA

3. DISCUSSION

- A. Sewer Jetting and Television RFP
- B. Ordinance 335- Amending Fee schedule language
- C. Ordinance 336- Amending Sec 9-22 Hydrant Connections
- D. Ordinance 337- Chapter 7 Article 4 Amendment
- E. Ordinance 338- Fees & Appeal Process
- F. Ordinance 339- Driveway Design Standards & Fees
- G. Ordinance 340- Amending Chapter 5 Article 4 & Escrow Requirements

4. COUNCIL REPORTS AND OTHER BUSINESS

5. FUTURE WORKSHOP TOPICS

- A. Park Improvement Plan
- B. Code of Conduct
- C. Parking Regulations
- D. City Hall Building
- E. Water Study
- F. Amendment Consideration in Chapter 5, Article 5 Solid Waste
- G. Amendment Consideration in Chapter 6, Article 2 Nuisance Violation

6. ADJOURNMENT

Special notes here.



Executive Summary

City Council Workshop

AGENDA ITEM: Sewer Jetting and Television RFP

PREPARED BY: Kevin Larson, Assistant City Administrator

RECOMMENDED ACTION: Discussion & Decision

Policy Objectives

Secure a provider to perform CCTV inspection and jetting to Maple Plains gravity sewer lines and provide emergency services as needed.

Background

The City supplies sanitary sewer services and maintains approximately 31,000 linear feet of gravity sewer lines that transports to treatment facilities. The City is looking to secure a contract for three years, starting in 2026. The provider will provide the full range of services including sewer main cleaning, sewer and manhole video inspection, and will provide a report describing the condition of the City's sewer facilities.

Proposals and Expected Cost

Item no.	Description	Units	Est. Qty.	Nelson Sanitation		Pipe Services		Hydro-Klean, LLC		Empire Pipe Services	
1	Mobilization	EA	1	\$400/year	\$ 1,200	No Fee	\$ -	\$333/year	\$ 1,000	\$750/year	\$ 2,250
2	CCTV Inspection	LF	31,000	\$0.75/LF	\$ 23,250	\$0.72/LF	\$ 22,320	\$0.85/LF	\$ 26,350	\$0.70/LF	\$ 21,700
3	Jetting	LF	31,000	\$0.75/LF	\$ 23,250	\$0.82/LF	\$ 25,420	\$1.15/LF	\$ 35,650	\$1.00/LF	\$ 31,000
4	Easement Jetting	LF	TBD	\$1.00/LF		\$1.00/LF		\$2.30/LF		\$2.85/LF	
5	Deposit removal	Hourly	TBD	290/hr	\$ 870	337.50/hr	\$ 1,013	450/hr	\$ 1,350	\$500/hr	\$ 1,500
6	Tap cutting, root cutting/deposit	Hourly	TBD	290/hr	\$ 870	337.50/hr	\$ 1,013	450/hr	\$ 1,350	\$735/hr	\$ 2,250
Total before Emergency Services				\$ 49,440		\$ 49,765		\$ 65,700		\$ 58,700	

Recommendations

City staff received four proposals and compared the providers across six key service categories. While Nelson Sanitation and Pipe Services had a similar quote, Nelson Sanitation did not have a conditional cost increase clause tied to the consumer price index. Therefore, staff is recommending extending the three-year contract with Nelson Sanitation.



Established in 1979, Nelson Sanitation & Rental Inc. is MPCA certified (License L 4293) and also has employees that are NASSCO certified for pipe inspection. See attached for one example.

We have 10-12 out of our 30+ employees that work on our hydrovac and televising crews helping cities & contractors with existing pipe maintenance or basic cleaning and inspection of new installs as well. We also do cleaning of lift stations.

We work with many cities or sanitary districts such as Garrison Sanitary District, Glacial Lakes Sanitary District, City of Clear Lake, City of Maple Grove, City of Circle Pines, and many more.

If there is anything you need further, please let me know.

Thank you!

Prepared by:
Chad Houg
Director of Sales & Marketing
Chad@NelsonSanitation.com
Office 320-393-2787 Cell 320-309-6335



Project: Sewer Jetting and Televising 2026-2028

Maple Plain, MN

Work: Jet & Televis Existing Sanitary Sewer (Approx. 31,000 LF of Mostly PVC divided into 3 years)

Mobilization Fee = \$400.00 Annually

Jetting = \$0.75/LF

Televising = \$0.75/LF

Televising Reverse Set-up = No Charge

Root Removal = \$290/HR

Deposit Removal = \$290/HR

Cutting of protruding PVC taps = \$500 each. \$450/hr after the 1st hour if it takes longer than 1 hr.

Emergency hydrovac services = \$390/hr

Extra charges apply if more than 3 passes are needed during jetting. \$0.75/LF includes up to 3 additional passes.

Easement jetting such as the area from MH 139-MH 146 requires an extra \$1.00/LF & \$100.00 mobilization fee.

City Responsibilities: Provide exposed & accessible manholes. Provide access to water/fire hydrant at job site & location to dump debris at site. Extra fees apply if water is not accessible from hydrants at site. Provide a legible plan/map showing direction of flow and manhole numbers. City responsible for controlling flow if needed. Nelson Sanitation will have the basic cones & flashing lights on vehicles. Additional traffic control if required if not provided by the city will be subbed out to Warning Lites and the costs passed on to the city.

Nelson Sanitation & Rental, Inc. will use a combination hydrovac/jetter truck to clean the pipes. Televising will be done per NASSCO standards. We will provide flash drives with the televising report & video, along with a printed report.

Prepared by:

Chad Houg

Director of Sales & Marketing

Chad@NelsonSanitation.com

Office 320-393-2787

Cell 320-309-6335

PACP | LACP | MACP Version 8

CERTIFICATE

OF COMPLETION

PROUDLY PRESENTED TO

Derek Kiffmeyer

Certification Number: P0046275-022024

Expiration Date: 2/23/2027



Sheila Joy

Sheila Joy
Executive Director

Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.



CERTIFICATE OF LIABILITY INSURANCE

Section 3, Item A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Mark Kremers	
Strategic Insurance Solutions LLC		PHONE (A/C, No, Ext): (763) 746-0865	
801 Twelve Oaks Center Drive		FAX (A/C, No):	
#803C		E-MAIL ADDRESS: mark@sisagent.com	
Wayzata		INSURER(S) AFFORDING COVERAGE	
MN 55391		INSURER A: SELECTIVE INS CO OF AMER	
		NAIC #	
		12572	
INSURED		INSURER B: Westchester - ACE American Insurance Company	
NELSON SANITATION AND RENTAL		INSURER C:	
PO BOX 85		INSURER D:	
		INSURER E:	
RICE		INSURER F:	
MN 56367-0085			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			S 2619957	08/24/2025	08/24/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☒ PROJECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			S 2619957	08/24/2025	08/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
							\$
A	☒ UMBRELLA LIAB			S 2619957	08/24/2025	08/24/2026	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB		AGGREGATE \$ 5,000,000				
	☐ CLAIMS-MADE		\$				
	DED \$ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 9136851	08/24/2025	08/24/2026	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
B	Pollution Liability			G7444507A003	08/24/2025	08/24/2026	Each Occurrence 2,000,000 Each Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Benton County Government Center Project. Certificate holder is an additional insured on a primary and non-contributory basis including product and completed operations.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Kremers



16281 Baseline Ave. Shakopee, MN 55379
 952.445.3173 | info@pipe-services.com
 Website: pipe-services.com

QUOTATION – SEWER TELEVISION/CLEANING MULTI-YEAR CONTRACT

21 AUG 2025

Kevin Larson
 Assistant City Administrator
 5050 Independence Street
 Maple Plaine, MN 55359
 763-479-0515

Dear Mr. Kevin Larson

As requested, below is a 3-year bid proposal for the Maple Plain annual Sanitary Sewer Cleaning and Televising project according to the indicated average linear footage counts and pipe sizes.

Notes

- This contract length extends from January 2026 until December 2028.
- Pipe Services understands that the actual linear footage will vary from year to year.
- Pipe Services will NOT charge a mobilization fee for annual televising/cleaning services.
- Atypical traffic control events may require additional charges.
- Each visit includes one “dump” run as an incidental

The below price distribution is a set price for the duration of 3-years. Pipe Services will have the ability to request a price increase under the circumstances outlined below. Should Pipe Services choose to action a price increase request, the CITY will have the right to cancel the contract in favor of a rebid opportunity at no cost to either party.

- If the Consumer Price Index (CPI), according to the Bureau of Labor Statistics, exceeds 3.5 % during any one year of the contract length, Pipe Services will have the option of requesting a contract price increase but will make every effort to not request a change.

City of Maple Plaine Annual Services Cost Distribution:

Estimated Annual Linear Footages, Pipe Sizes, and Activities			
<i>Pipe Size/Type</i>	<i>Pipe Length/Qty</i>	<i>Activity</i>	<i>Cost/Linear Foot/Qty</i>
Mobilization	0	MOB	0.00/Annual Visit
Televising	≈ 10,333	T.V	0.72/LF
Cleaning	≈ 10,333	CLN	0.82/LF
Easement Cleaning	TBD	Easement CLN	1.00/LF
Deposit Removal	TBD	Deposit	337.50/Hour
Cutting	TDB	Cutting	337.50/Hour
Dump Fee	1	Dump	0.00/Annual Visit
Total			\$ TBD

Pipe Inspection • Pipe Cleaning • Hydro Excavating



Thank you for entering a multi-year contract with Pipe Services. The intent of such agreements is to benefit both our customers and Pipe Services. Below we’ve outlined associated benefits.

Your Benefits

- Your city is better positioned to make long-range budget projections
- Your city can eliminate activities associated with annual requests for bid efforts
- Your city can focus energy on getting work done instead of onboarding new contractors

Benefits to Us

- We enhance our revenue projection capability
- We decreased bureaucratic wait times associated with annual bids (Start projects earlier)
- Continuity of city infrastructure knowledge from year to year allows us to focus our energy on work completion instead of bidding thus helping us to offer better services and complete work more efficiently
- We can bid and project timelines more confidently knowing that we are taking care of the infrastructure as opposed to wondering what may or may not have been done in the past

Change Order and Emergency Services Outline

CITY Official, all change order activities require CITY consent prior to initiation. Change order activities below \$500.00 are authorized via verbal CITY directive/consent. Change order activities exceeding \$500.00 require written approval via email or memorandum letter.

Upon City Approval - Change Order Rates or Emergency Services		
<i>Activity / Vehicle</i>	<i>Unit</i>	<i>Cost Per Unit/hr</i>
Out of Scope T.V. Vehicle Support	Per Hour	337.50/HR
Out of Scope Hydrovac Vehicle Support	Per Hour	337.50/HR
After Hours Emergency Hourly Rate	Per Hour	+10%
T.V. Vehicle Emergency Mobilization During Business Hours	Per Day	850.00
Hydrovac Vehicle Emergency Mobilization During Business Hours	Per Day	850.00
T.V. Vehicle Emergency Mobilization After Hours or On Weekends		1,350.00
Hydrovac Vehicle Emergency Mobilization After Hours or On Weekends		1,350.00
Additional Vactor Truck Debris Dump	Per Unit	506.25/Unit
Water By-Pass Operations	Per Hour	225.00/HR



Customer Specific Proposal Requirements

Approach

Pipe Services (PS) will provide annual sanitary sewer cleaning and inspection according to the four CITY designated zones (Zones 1, 2, 3, and 4). PS understands that zones will be executed accordingly: Zone 2 in 2026, Zone 1 & 3 in 2027, and Zone 4 in 2028. PS will also offer emergency services according to the CITY's needs. Post project completion, PS will provide an Executive Summary, a "Hot Sheet" document highlighting major concerns that require timely attention, and all standard NASSCO products to include videos and inspections data. PS will provide the standard two pass cleaning effort during jetting operations. In the event PS discovers adverse conditions that require specialized cleaning, cutting, plugging, or bypassing operations, PS will consult with the CITY to identify the most cost-effective course of action. In this effort, PS can provide an assessment of conditions which can then be used to elicit further bids from other contractors in the event the CITY assess that PS's cost estimate is too high. Generally speaking, PS will focus on provide quality service that is adjusted to meet the CITY's timeline and budgetary requirements.

Description of Company

Since 1985, Pipe Services (PS) has been specializing in cleaning and inspecting industrial sewers. In 1985, an engineer from Florida moved to Minnesota and established PS. Having changed hands two times since, PS is now a family and veteran owned and run company. PS holds both a small business certificate from the State of Minnesota and a Service-Disabled Veteran Owned Small Business (SDVOSB) Federal designation. PS inspects, cleans, and locates sewer lines, manholes, lift stations, field drain tile, and other designated underground infrastructure. Though not our focus, PS is also capable of providing limited hydro excavating services. We focus on quality product and attentive communication with customers. Please visit the "about page" on our company website to learn more: <https://www.pipe-services.com/>

Certifications, Licensing and Insurance

Our camera operators are NASSCO PACP certified, our Sewer Combination Truck operators are Nezat Sewer Cleaning 102 Training certified, and our company can obtained bonds in excess of 1M, and our standard insurance covers up to 2M. Our NASSCO license certifications are as follows: P0034577-112021 (Mergen), P0034456-112021 (Blake), P0054251-052025 (Ellingson), P0042221-042023 (Neuman), P0054682-052025 (Elliott). PS will send examples of past bonds and certificates of insurance that will be adjust to include the CITY's name in the event of contract award. Of note: if the CITY requires a bond, there will be an associated fee to cover the administrative bonding cost requirements.

Scope of Work

The scope of work includes cleaning and inspecting sanitary sewer lines and an on-standby capacity to service the CITY during emergency sewer scenarios. All work will involve three phases: Project Preparation (PI), Project Execution (PII), and Product Delivery (PIII).



- **PI** – During PI, Pipe Services (PS) will collect project scope from the CITY representative. Once all data is collected, PS will create a Project Book (PB). During PB creation, PS will contact the CITY with any Requests for Information (RFI). RFI's may include but are not limited to pipe identification information, historical problems associated with a line, access concerns and requirements, and confirmation that all Manholes have been located and exposed.
 - Inputs
 - City infrastructure data in excel to support NASSCO pre-load efforts
 - Maps of city
 - Access to CITY GIS – if available
 - “Decision Maker ” Point of Contact (POC) list
 - Outputs
 - PB
 - Project Timeline
 - Access approvals and Road Permits – if applicable
 - CITY marks and exposes all manholes

- **PII** – During PII, PS will clean and inspect all sewer infrastructure according to CITY directives. During PII, PS will keep CITY abreast of progress, notify the CITY immediately in the event of an infrastructure shortage that presents an urgent concern, and obtain CITY approval in the event of any excessive activity that requires a change order request.
 - Inputs
 - PS working personnel
 - Field Personnel POC Sheet
 - Televising Equipment, Cleaning Equipment
 - Easement Equipment, water storage equipment, and Signage – as needed
 - Outputs
 - Progress updates
 - Project Adjustment Coordination as Needed

- **PIII** – During PIII, PS will create and submit the final deliverable. Once the final deliverable is created, PS will coordinate with CITY for a Project Closure Conference (PCC). During the PCC, PS's Field Manager will conduct a high-level overview of the project and answer any immediate questions. Post-PCC, PS will deliver the final deliverable and remain in communication with the CITY in the event the CITY has follow-on questions during video observation. PS will also offer recommendations when requested. However, please keep in mind that PS does not have a certified engineer on staff. In the event the CITY assess they require specialized consultation, PS does have relationships with engineer firms and no-dig remediation companies that perform large pipe diameter Cured in Place Pipe (CIPP) operations.



- Inputs
 - Meeting coordination
- Outputs
 - Executive Summary
 - Hot Sheet Product
 - Video Inspection Product
 - NASSCO Standard PDF Inspection Report Product
 - Project Closure Conference

Proposed Schedule

Though capable of providing services all year round, Pipe Services (PS) requests that annual customers make every effort to allow PS to service their city during the early spring or late fall. This allows PS to offer the most competitive bid possible. For example, if the CITY provides the annual project information in January or December, PS will prioritize completing the project as soon as snow and temperature conditions allow. This also allows PS to service easement locations that present difficult access while the ground is frozen and decreases the likelihood of resident complaints. This also allows PS to filled operational white space before the busy season commences. Finally, this allows the CITY to have data on-hand to make infrastructure budgetary decisions early on. Assuming the CITY provides the necessary information in a timely manner, PS anticipate completing annual work prior to June of each year. Conversely, if the CITY prefers work later in the year, PS targets an October timeframe start date.

Proposed Pricing

Please see pricing sheet within this document or CITY pricing sheet within the CITY RFQ.



Change Order Contingencies:

The Pipe Services project lead will contact the designated CITY/FIRM official to identify and coordinate a course of action during change order activities.

1. Work outside of the aforementioned project scope will require a per hour charge rate of: \$337.5/hour for CCTV support and \$337.5/hour for Hydrovac support. Emergency calls require a 2-hour minimum charge. All weekend or after hours activities (after 4:00 pm) are charged at an increase of 10% to cover associate overtime costs .
2. During jetting operations, Pipe Services will conduct a maximum of two jetting passes per Pipe Segment. If the associated passes do not clean to a 95% level or to the CITY/FIRM's otherwise directed standards, Pipe Services will consult with CITY/FIRM. Further cleaning efforts will incur a hyrdovac hourly charge.
3. In the event the CITY/FIRM requests dewatering or plugging services to stem high water levels in order to observe full pipe diameter, CITY/FIRM will incur an hourly charge according to associated vehicle usage.
4. In the event the CITY/FIRM requests Pipe Services conduct water bypass operations under high water level and high flow rate conditions, the CITY/FIRM will incur an hourly pump rate charge of \$250.00 per hour plus hourly charges according to associated Pipe Services vehicle usage.
5. Emergency work is generally charged by the hour according with a minimum half-day charge.

Our bid is based on the following provisions and understandings:

The below provisions and understandings are standard expectations. Any project irregularities should be discussed and noted prior to project execution.

- 1.) Pipe Services will honor this bid for up to 45 days from the date of submission/document creation date.
- 2.) Pipe Services will receive payment within 30 days of completing the aforementioned described project activities to the satisfaction of the CITY.
- 3.) Pipe Services to provide 1 typed reports and portable hard drive for televised services. All inspections will be done in certified PACP format and include a summary of all "significant findings."
- 4.) All inspections to be completed with a color pan & tilt TV camera.
- 5.) CITY/FIRM to provide sewer maps, manhole numbering and pipe identification system.
- 6.) CITY/FIRM to locate and expose all man-holes (MH) and to make them accessible.
- 7.) Pipe Services is allowed to draw water from CITY fire hydrants at no additional cost.
- 8.) Pipe Services assumes that all dumping will take place at CITY location free of charge. If a dump location is not provided free of charge, CITY will incur associated dump fees. Dumping fees start at 250.00/load. Fees may change in the event harmful substances are flagged by the dumping facility.
- 9.) If during the course of vacuuming operations Pipe Services discovers that environmentally hazardous materials exists and special disposal procedures are necessary, CITY will incur charges associated with the dump fees.
- 10.) During televising only operations not associated with cleaning, Pipe Services will attempt to bypass obstacles within the pipe. If bypass operations endanger the camera system or if bypassing is not an option, Pipe Services will utilize a reverse set-up operation and charge accordingly. All reverse set-up operations incur full charge for that pipe segment for the initial attempt and the reverse operation effort. If a pipe line presents multiple reverse set-up requirements, Pipe Services will contact the CITY/FIRM to consult on a course of action.



Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Pipe Services Corporation is authorized to do the work as specified.

By: _____ City/Legal Entity of: _____

Signature: _____ Date: _____

We would like to thank you again for the opportunity to work with the city of Maple Plaine.

Sincerely,

Pipe Services Corporation



Ryan R. Mergen

CEO ▪ **Pipe Services**
16281 Baseline Avenue ▪ Shakopee, MN 55379
(O) 952-445-3173 ▪ info@pipe-services.com
<http://pipe-services.com/>



EXHIBIT B – Price Proposal Form**Sewer System CCTV Inspection and Jetting Services – Four-Year Program**

Item no.	Description	Units	Est. Qty.	Unit Price	Total Estimated Item Price
	Mobilization	EA	1	\$ 1,000.00	\$ 1,000.00
	CCTV Inspection	LF	31,000	\$ 0.85	\$ 26,350.00
	Jetting	LF	31,000	\$ 1.15	\$ 35,650.00
	Easement Jetting	LF	TBD	\$ 2.30	\$ 2.30
	Deposit removal	Hourly	TBD	\$ 450.00	\$ 450.00
	Tap cutting, root cutting/deposit	Hourly	TBD	\$ 450.00	\$ 450.00
	Emergency service rates	Daily	TBD	\$ 4,000.00	\$ 4,000.00
	Opt. Serv. 1 Manhole Inspections	EA	TBD	\$ 125.00	\$ 125.00
	Opt. Serv. 2			\$	\$
	Opt. Serv. 3			\$	\$

Total Amount For All Items in Numerals (Assuming Stated Unit Quantities): \$ 68,027.30

Note: The Unit Quantities set forth above are best estimates; the actual Unit Quantities may differ. Payment will be based on the Unit Prices for actual linear feet of sewer mains cleaned and inspected.

The Provider shall notify and obtain approval of the City prior to performing Services with respect to any item in excess of the estimated Unit Quantity for such Item. Upon receipt of written authorization from the City's City Administrator or his or her designee, the Provider agrees to provide Project at the Unit Prices set forth above with respect to the Unit Quantity set forth above for any Item.

Jill Lomp

Hydro-Klean, LLC
 Jill Lomp - Contracts Manager
 333 NW 49th Place Des Moines, IA 50313
 515-283-0500
 jlomp@hksolutionsgroup.com

Hydro-Klean, LLC (DBA HK Solutions Group [HK]) has the personnel, equipment, and experience to meet and exceed the objectives of a project of this magnitude. With over 250 employees, in 11 states, our PIPE Group (Pipeline Inspection and Proactive Evaluation – the group that will manage this project) has 30+ employees and will be dedicated to this project. You will see in the following documentation, HK Solutions Group has the experience, strength, and stability that you are looking for to have a successful relationship and receive all of the information asked for in this project.

Where it All Began: HK Solutions Group History

HK Solutions Group began in Maxwell, Iowa, in 1976 with a single employee and has grown to the point that it is today through organic growth and strategic acquisitions as summarized below:

- In 2000, HK headquarters moved to Des Moines, and began to develop a long-term strategy for expanding our service offerings and geographic locations.
- In 2013 HK added CIPP Pipe Repair Services through an acquisition in Watertown, South Dakota. That same year HK opened an additional location in Sioux Falls, South Dakota
- 2015 Acquired Infra-Tech in Minneapolis, Minnesota and began offering Monoform manhole rehab services and opened an additional location in Mankato, Minnesota
- 2016 Opened an office in Kansas City, Missouri
- 2017 Opened an office in Wausau, Wisconsin
- 2019 Acquired Pipe Masters in Watertown, South Dakota which enabled us to expand pipeline rehab and industrial cleaning services.
- 2020 Acquired Vac-Con Industrial Services, which enabled us to expand our industrial cleaning services and serve more customers in the Kansas City, Missouri area. Acquired A&J Bin Cleaning in Mankato, Minnesota. Acquired Infra-Track, Inc. which allowed us to add a new Large Diameter Pipe service line and expand our presence in Sioux Falls, South Dakota. Acquired Turner Lining Company in DeLand, Florida and expanded our Monoform structure rehabilitation services. Changed name from Hydro-Klean to HK Solutions Group to better reflect our diverse service offerings.
- 2021 Established a distributorship for AGRU Lining Systems in DeLand, Florida and Mankato, Minnesota. Developed patented Monoform PLUS® Lining Systems which provides a permanent structural and corrosive-resistant manhole rehabilitation solution. Acquired Hempen Mobile Wash in Keokuk, Iowa which allowed us to expand our service offerings into the Mississippi River Valley. Acquired Engineered Lining Systems in Jacksonville, Florida allowing HK Solutions Group to expand our offerings further into Florida.
- 2022 Acquired CME/SWS out of Cincinnati, OH to expand our trenchless sewer repair, pipe lining, inspection and cleaning services and to add grow our residential lining services.

Our Priority: Our People

At HK Solutions, our commitment to safety is based on one simple concept: protect our most valuable resource — our people. We believe that people come first and all jobs can be done safely. By taking time to engineer safe solutions to any challenge, safety is always our top priority.

HK Solutions Group has developed an intensive in-house, hands-on training program that provides our employees with the skills they need to safely and efficiently solve problems and complete projects. That is why Work Hard Work Smart Work Safe™ are our three core values. When we say, *Work Safe*, we mean it. We put action behind these words with various accident preventative activities including Toolbox Safety meetings, routine equipment inspections, workplace safety audits, regular worksite safety inspections, safety leadership training and much more. Safety is a part of every day at HK Solutions Group; therefore, it's been naturally engrained in our company culture.

At HK, we pride ourselves on striving for 100% compliance in all we do, including meeting OSHA record-keeping requirements as outlined in 29 CFR 1904 Subpart C. We provide OSHA General Industry 30-Hour Training, an OSHA course created for all newly hired or promoted Coordinators, Foremen and Operators. This 30-hour course covers several safety topics that are important for any frontline supervisor. We also provide OSHA General Industry 10-Hour Training, an OSHA course for all newly hired employees. All new employees receive this training along with our required Confined Space Entry training, within their first 10 days of employment.

Project References

The City of Topeka, Kansas (2018 to current)

We have been working with the City of Topeka and Bartlett & West for many years. Our typical projects for Topeka are around 50,000' to 100,000' of cleaning and televising with manhole inspections.

Contact: Michael Lorenzo

Address: 10895 Grandview Drive, Suite 110 Corporate Woods Bld 24 Overland Park, KS 66210 Phone: 785-228-2252

Email: mike.lorenzo@BARTWEST.com

Minnesota Department of Transportation (2014 to Current)

We annually clean and televise hundreds of thousands of feet of storm and sanitary lines for the MNDOT. We are a direct select vendor for them, meaning any jobs that do not need to go to bid typically get offered to HK Solutions Group.

Contact: Lee Daleiden

Phone: 651-234-7527

Address: 395 John Ireland Blvd Mail Stop #680 St. Paul, MN 55155

Email: lee.daleiden@state.mn.us

The City of St. Paul, Minnesota (2020 to current)

We have had two projects with the City of St. Paul, MN. Currently we are working to finish 194,475' of 8" to 96" Storm and Sanitary Clean and Televising. Last years project was around the same footage.

Contact: Girma

Daka Phone: 651-

266-6189

Address: 700 City Hall Annex

Email: girma.daka@ci.stpaul.mn.us

The City of Austin, Minnesota (2018 to current)

Cleaning and Televising Sanitary and Storm sewers for the City. We have been working with the City of Austin, MN and WHKS for several years.

Contact: Bryan Kaemingk (engineer with WHKS)

Phone: 507-288-3923

Address: 2905 South Broadway Rochester, MN 55904

Email: bkaemingk@whks.com

The City of Winter Garden, FL (2022 to current)

Sanitary and Storm Sewer Cleaning, Heavy Cleaning, Root Removal, Televising
On Call Services

Contact: Jim Monahan

Phone: 407-656-4111

Address: 300 West Plant Street Winter Garden, FL 34787

Email: jmonahan1@cwqdn.com

Other References

Owner: US Army Corps of Engineers, Omaha District

Project: W9128F19D0066/W9128F20F0046 L594 C Levee Repair Fremont County, IA

Contractor: Klutina River Contractors (Hydro-Klean was hired as a subcontractor)

Key Contact: Tim Martin 916-694-9499

Hydro-Klean was hired by Ahtna to provide cleaning, inspection televising services and reporting on a large diameter levee storm drain for the US Army Corps of Engineers. We cleaned and televised 5 structures per PACP standards. The structures were around 235 LF each with an average pipe diameter of 40" to 60" and were 50% filled. We were successful in removing debris and televising.

Owner: US Army Corps of Engineers, Omaha District

Project: W912eF20D0008/W9128F20F0155 L536 Levee Repair

Contractor: Rust Constructors, Inc. (Hydro-Klean was hired as a subcontractor)

Key Contact: JJ Johnson 208-699-3608

Hydro-Klean was hired by Rust Constructors to clean, tv and repair 5 structures including sediment and debris removal, restoration of riprap at inlets/outlets as needed and perform lining of all 5 structures.

Owner: Kansas City Board of Public Utilities

Project: Quindaro Levee Pipe Cleaning & Inspection

Key Contact: Dylan Belt 913-832-7808

Hydro-Klean was hired by BPU to clean and televise all system storm drains and river levee lines ranging from 8" to 108".

Owner: City of Joshua, Texas

Project: RFQ to Clean Sewers

Key Contact: Lee Halencak (Bartlett and West Engineering) 817-306-1980

Hydro-Klean was hired by Joshua, TX to Clean, Televise and complete manhole inspections.

Footage of cleaning was 208,000 feet of 8" to 18", televising was 173,000 feet of 8" to 18" and we completed 588 manhole inspections.

Equipment

Our Cleaning Equipment utilizes mechanically powered equipment necessary for the proper rodding, bucketing, brushing, and flushing of the drains.

Combination Jet/Vacs	Year	Brand
#535 Aqua Star		Aqua Star
#180	2007	GMC
#487 Vactor	2019	Kenworth
#533 Sewer Equipment	2021	Freightliner
#486 Vactor	2019	Kenworth
#415 Vactor	2015	Kenworth
#8702 Sewer Equipment	2021	Freightliner

Our Televising Equipment provides a video system capable of producing a sharply focused, well-lit and color balanced picture.

Camera Trucks	Year	Brand	Software
#149	2003	RST	WinCan
#381	2012	RST	WinCan
#407	2008	RST	WinCan
#422	2018	RST	WinCan
#473	2018	RST	WinCan
Easement		RST	WinCan
#336 Lateral	2008	Aries	Pipe Tech
#116	2002	RST	WinCan
#339	2006	Ibak	Pipe Logix
#340	2012	Cues	Pipe Logix
#341	2015	Cues	Pipe Logix
Easement		Cues	Pipe Logix
#56		RST	WinCan
#420		Cues	

Staffing and Project Organization

Our core of the PIPE Group is as follows:

Jeff Bence- Director of Pipe Services

Jeff started with HK in 2008. With 17 years of experience, he serves as the contact point on many jobs. His day-to-day tasks include daily plans, updates, and project adjustments as deemed necessary. He also reviews videos and pulls together any submittals for the jobs he is responsible for.

Brian Welch – P.I.P.E Program Manager

Brian started with HK in 2011. Brian will have access to the videos that have been taken on a daily basis through Pioneer™ our web-based data management application. This daily access will allow him to direct our team members while they are still in the field in case new video's need to be taken to meet the standards that are laid out for this project. He will be responsible for the technical review of the CCTV inspection reports and videos and map edits.

<u>Employee</u>	<u>PACP Number</u>	<u>Expires</u>	<u>Certifications</u>	<u>Years of Experience</u>
Jeff Bence	P0041083-012023	1/28/2026	PACP	14
Shane Robinett	U-217-07006891	3/2/2026	PACP MACP LACP	10
Cory Ferguson	U-316-07003281	12/31/2027	PACP MACP LACP	9
Brian Welch	U911-12413	2/13/2026	PACP MACP LACP	12
Galen Ranta	U-217-07006905	3/8/2026	PACP MACP LACP	26
Shane Drachen	U-0118-070300202	12/19/2026	PACP MACP LACP	7
Nick Jerram	U-0320-70309161	3/11/2026	PACP MACP LACP	5
Hunter Birmingham	U-1120-70400451	11/28/2026	PACP	4
Jeff White	U-0221-70401025	2/28/2027	PACP MACP LACP	21
Tameka Kueser	P0034588-112021	8/15/2027	PACP MACP LACP	3
Brenda German	U-0420-70309333	4/19/2026	PACP MACP LACP	5
Jake Nanti	U-0121-70400725	12/18/2026	PACP MACP LACP	6
Jesse Vanheel	U-0120-70308477	2/2/2026	PACP	5
Jeffery Vorseth	U-0218-070300543	4/13/202	PACP MACP LACP	20
Chad Orick	U-0121-70400709	9/26/2027	PACP MACP LACP	18
John Foster	U-0321-70401197	9/26/2027	PACP MACP LACP	11
Stephen Poling	U-0321-70401198	9/26/2027	PACP MACP LACP	5
Stephen Stoia	P0036601-032022	3/23/2025	PACP MACP LACP	14
Brandon Adkison	P0047627-042024	4/26/2027	PACP MACP LACP	3
Doug Carter	P0050304-092024	9/26/2027	PACP MACP LACP	3
John Edwards	P0050303-092024	9/26/2027	PACP MACP LACP	3
Coby Jensen	P0039164-092022	9/8/2025	PACP	3
Brandon Macko	P0053341-032025	3/20/2028	PACP MACP LACP	1
Brian Welch	U-911-12413	2/13/2026	PACP MACP LACP	9

Work Plan

Upon award of the work, HK would hold a pre-construction meeting with personnel to clearly communicate mutual expectations of the project execution including daily, weekly, and monthly production expectations, data acquisition, handling, and delivery practices and finally, communication pathways for all involved in the project. Additionally, we would work with the owner to review maps and establish a weekly schedule for work that will be modified on a as- need basis with regards to production, weather, or other unexpected events.

HK will dedicate specific crews and crew members for the duration of the project to the best of our ability to minimize production obstacles and streamline communication with HK personnel and representatives.

The division Director, Jeff Bence will meet with crew members prior to daily activities to clearly communicate the production expectations and to identify any issues the crew identifies or anticipates so those issues can be addressed pro- actively and efficiently.

The cleaning crews will work in advance of the CCTV crews and relay in real-time segments of line that are ready to be televised. As stated previously, HK anticipates dedicating multiple cleaning crews and CCTV crews with the plan to be immediately televising a cleaned segment and uploading the acquired data immediately to our Pioneer™ data management system.

As stated previously, Pioneer™ is a cloud-based data management system. Each of our CCTV trucks are equipped with the system so the data is collected in the field and each line segment is uploaded immediately to the platform. HK and Owner personnel will have access to the platform and can review data collected, see in real time issues identified, and can direct field personnel to collect additional data as necessary.

Once collected data is uploaded to Pioneer™, the data will then be coded to NASSCO PACP and/or MACP standards by NASSCO certified personnel. HK is committed to providing fully coded videos to the Owners personnel within 10 business days of data collection. The fully coded data will be delivered to the Owner in the desired software application of the Owner. All final project/task deliverables will be delivered to the Owner within 15 business days of the completion of the project.



CERTIFICATE OF LIABILITY INSURANCE

7/1/2026

Section 3, Item A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1440277 HYDRO-KLEAN, LLC 333 NW 49TH PLACE DES MOINES IA 50313	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B: American Guarantee and Liab. Ins. Co.	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** 17706063 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	N	N	GLO5186859	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	BAP5186861	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	AUC5649390	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	WC 5186860	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

17706063
HYDRO-KLEAN, LLC
333 NW 49TH PLACE
DES MOINES IA 50313

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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08/14/2025

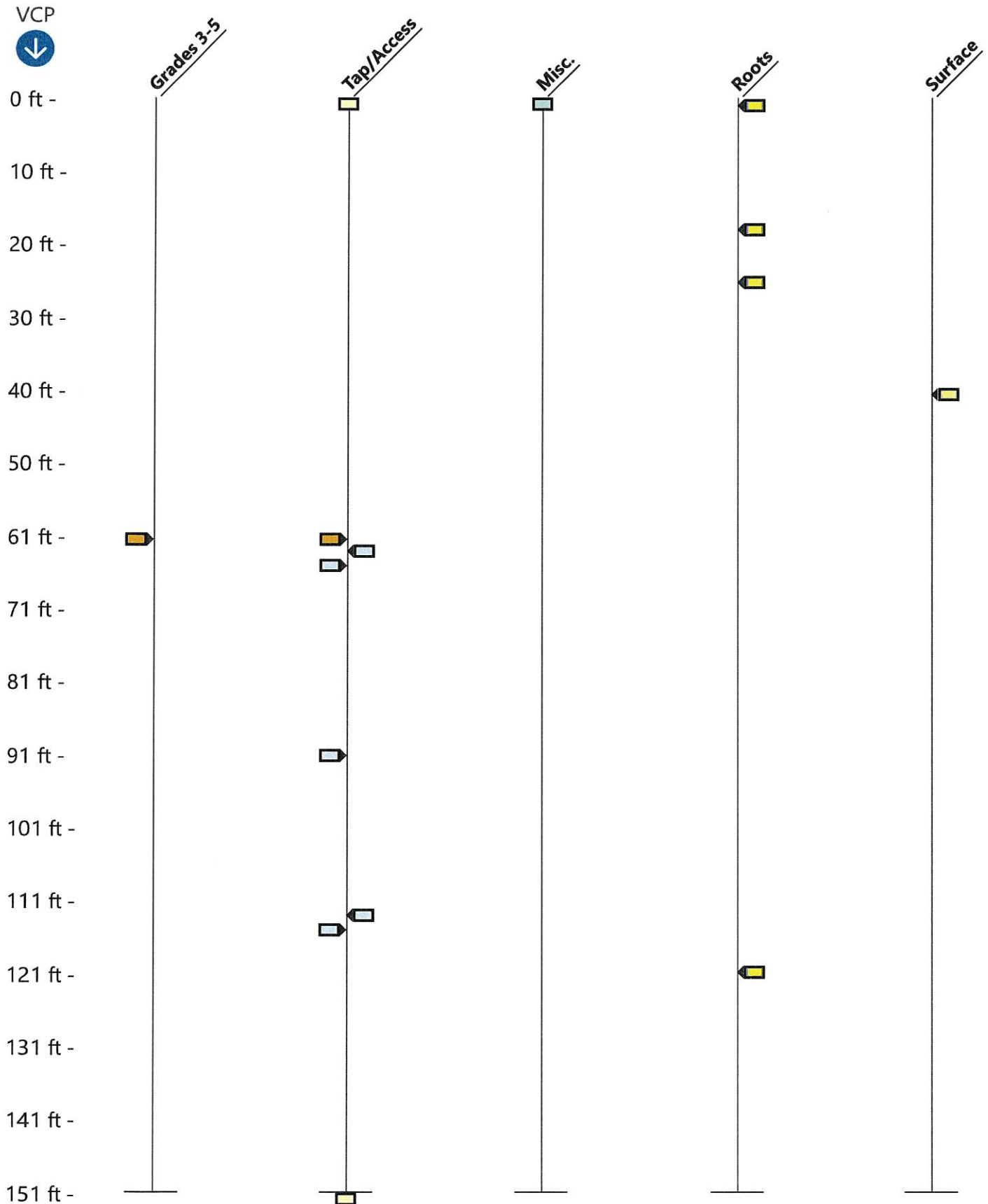
HYDRO-KLEAN, LLC HYDRO-KLEAN LLC
333 NW 49TH PLACE
DES MOINES, IA 50313

Certificate of Construction Contractor Registration

Contractor Name: HYDRO-KLEAN, LLC
Contractor DBA (if applicable): HYDRO-KLEAN LLC
Contractor Registration Number: IR746203
Effective Date: 01/01/2024
Expiration Date: 12/31/2025

SMART DIAGRAM

UpMH: K9
DownMH: K8
Date: 4/12/2024



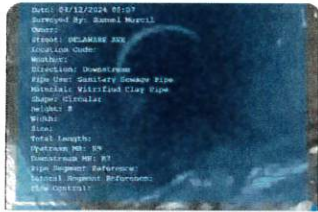
UpMH: K9
 DownMH: K8
 Date: 4/12/2024

OBSERVATIONS

Dist. (ft)	Code	Clock	Dim. 1	Dim. 2	%	Remarks	Cont.	Grade
0	AMH					K9		
0	MWL				5			
0.1	RFJ							(1)
1.6	RFJ						S01	(1)
17.2	RFJ						F01	(1)
24.6	RFJ						S02	(1)
40	SSS							(2)
60.1	TBI		4	1				(3)
61.7	TFC		4					
63.8	TFC		4					
90.1	TB		4					
112	TFC		4					
114.1	TFC		4					
119.9	RFJ						F02	(1)
151.3	AMH					K8		

OBSERVATION SNAPSHOTS

UpMH: K9
DownMH: K8
Date: 4/12/2024



AMH

0 ft



MWL

0 ft



RFJ

0.1 ft

1

8:00



RFJ

1.6 ft

1

7 - 5:00



RFJ

17.2 ft

1

7 - 5:00

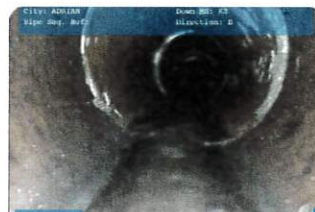


RFJ

24.6 ft

1

7 - 5:00



SSS

40 ft

2

12 - 5:00



TBI

60.1 ft

3

2:00



TFC

61.7 ft

1

9:00



TFC

63.8 ft

1

3:00

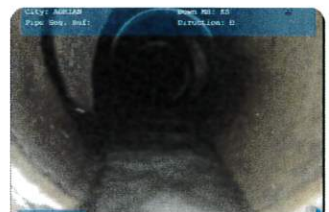


TB

90.1 ft

1

3:00



TFC

112 ft

1

9:00



TFC

114.1 ft

1

3:00



RFJ

119.9 ft

1

7 - 5:00



AMH

151.3 ft

UpMH: K9
DownMH: K8
Date: 4/12/2024

KEY HEADER FIELDS

	Pipe Segment Reference	Material Vitrified Clay Pipe	Height (in) 8
	Upstream MH K9	Downstream MH K8	Direction Downstream
	Inspection Date 4/12/2024	Inspection Time 8:06 AM	Surveyed By Samuel Mercil
	Street DELAWARE AVE	City ADRIAN	
	Length Surveyed (ft) 151.3		
	Additional Info		

Asset:

UpMH: K9

DownMH: K8

Date: 4/12/2024

INSPECTION HEADER

Surveyed By
Samuel Mercil**Certificate Number**
P0043929-092023**Reviewed By**
Christopher Butler**Reviewer Certificate Number**
P0036242-032022**Pipe Segment Reference****Upstream MH**
K9**Downstream MH**
K8**Pipe Use**
Sanitary Sewage Pipe**Inspection Date**
4/12/2024**Inspection Time**
8:06 AM**Pre-Cleaning**
Light Cleaning**Date Cleaned****Inspection Status**
CI**Direction**
Downstream**Street**
DELAWARE AVE**City**
ADRIAN**Shape**
Circular**Height (in)**
8**Width (in)****Material**
Vitrified Clay Pipe**Total Length (ft)****Length Surveyed (ft)**
151.3**Owner****Customer**

PO Number

Work Order

Project

Drainage Area

In Feet (Imperial)
Yes

Additional Info

Lining Method

Coating Method

Pipe Joint Length

Year Constructed

Year Renewed

Consequence Of Failure

Purpose

Weather

Location Code

Location Details

Reverse Setup

Flow Control

CCTV

Laser

Sonar

Sidewall

Zoom

Other

Pressure Value

Sheet Number

Media Label

Up Rim to Invert (ft)

Up Rim to Grade (ft)

Up Grade to Invert (ft)

Up Northing

Up Easting

Up Elevation

Down Rim to Invert (ft)

Down Rim to Grade (ft)

Down Grade to Invert (ft)

Down Northing

Down Easting

Down Elevation

MH Coordinate System

Vertical Datum

GPS Accuracy

Asset:

UpMH: K9

DownMH: K8

Date: 4/12/2024

RATINGS

PIPE RATING INDEX

Overall

1.1

Structural

2

O&M

1.1

Sum of all graded conditions divided by the total number of conditions. 0-5 scale.

PIPE RATING

Overall

28

Structural

2

O&M

26

Sum of all graded conditions.

QUICK RATING

Overall

31 21

Structural

21 00

O&M

31 1C

Likelihood of Failure

3.1

First digit is highest graded condition. Second digit is count of those conditions (A = 10-14, B = 15-19, etc.). Third digit is second-highest graded condition. Fourth digit is count of those conditions. LoF is Quick Rating divided by 10 (scale from 0-6).

FREQUENCY OF
CONDITION GRADES

Grade

1

2

3

4

5

#

5

1

1

0

0

Count of each condition grade in the inspection.

August 22, 2025

City of Maple Plain
PO Box 97
Maple Plain, MN 55359
Attn: Kevin Larson

RE: RFP for Sewer Jetting and Televising Services – Three Year Program

Mr. Larson

Thank you for the invitation and opportunity to submit this proposal to you and City of Maple Plain for the above-referenced project. Per your request enclosed you will find the documentation you requested per the Request for Proposal dated July 28th, 2025. The table of contents of this proposal will be as follows:

1. Empire Pipe Services Background
2. Empire Key Personnel
3. References
4. Approach/Scope of Work
5. Equipment Summary
6. Safety
7. Sample Video
8. Proposed Schedule
9. Price Proposal Form
10. Scope Clarifications
11. Certifications/Insurance

Empire takes pride in being a working partner with municipalities throughout our region. We look forward to the possibility of creating a partnership with the City of Maple Plain. If you have any questions regarding our company or this proposal, please do not hesitate to reach out.

Sincerely



Shawn Wenner, President

507-388-2895, swenner@empire-pipe.com

About Us:

#1 Company Background

Empire Pipe Services is a leading provider of comprehensive pipeline solutions, specializing in inspection, cleaning, maintenance, and repair services for municipal, industrial, and commercial clients with underground piping infrastructure. With a proven track record of reliability, innovation, and excellence for over 25 years, Empire Pipe Services has established itself as a trusted partner in the pipeline infrastructure sector for the upper Midwest five state area, with servicing and maintaining over 1.8 million linear feet of underground infrastructure per year.

Core Services

- **Pipeline Inspection:** Utilizing cutting-edge CCTV and robotic technologies for accurate diagnosis of pipeline conditions.
- **Cleaning and Maintenance:** Offering advanced hydro jetting methods & equipment to clean, removal of various obstructions, and preventative maintenance to ensure optimal pipeline performance.
- **Repairs and Rehabilitation:** Delivering trenchless repair solutions such as QuickLock mechanical point repairs and cured-in-place pipe (CIPP) epoxy short liners to minimize disruptions to the infrastructure and to reduce cost vs invasive open excavations.
- **Emergency Response:** Providing 24/7 rapid response services to address urgent pipeline issues and minimize downtime.

#2 Key Personnel:

Shawn Wenner & Sara Wenner – Owners: swenner@empire-pipe.com & sarawenner@empire-pipe.com
20 Years of Industry Experience

Rick Fisher- Superintendent: rfisher@empire-pipe.com 24 Years of Industry Experience

Ben Gruber- Foreman: bgruber@empire-pipe.com 8 Years of Industry Experience

Ryan Bultman-Foreman: rbultman@empire-pipe.com 10 Years of Industry Experience

Chris Evenson-Foreman: cevenson@empire-pipe.com 6 Years of Industry Experience

Ben Jarabek- Foreman: bjarabek@empire-pipe.com 2 Years of Industry Experience

Empire Pipe Services currently employs 9-11 field staff annually. Our typical crew size is 2-3 people

#3 References:

City of Victoria, MN: Maintenance Agreement of approx. 60,000 linear feet per year

Contact: Brady Lee, Public Works Director: (952) 443-4237

City of St. James, MN: Maintenance Agreement of approx. 35,000 linear feet per year

Contact: Mark Anderson, Wastewater Superintendent: (507) 375-1228

City of Coon Rapids, MN: Maintenance Agreement of approx. 20,000 linear feet per year

Contact: Anthony Barthel, Sewer Lead Cell: (763) 767-6568

#4 Approach/Scope of Work:

Cleaning and Televising Process: We generally talk about these two different tasks at the same time as Empire's normal operating procedure is to carry out these two items simultaneously. Prior to the start of work in the designated area we will coordinate with the city and go over any potential coordination issues and also offer our company notice that can be digitally shared with citizens/property owners prior to the start of work. The notice gives information about what we are doing and some of the possible sounds, smells or issues that they may experience while the sanitary mains are being cleaned in their neighborhood. It is well known that the cleaning of sanitary sewer mains can cause potential issues with individual properties. To minimize these potential issues Empire technicians are trained to open both access points on the upstream and downstream of the pipe that is being cleaned. Another important training point is to keep the water pressure on the jet vac truck down to a minimum to reduce the effects of homeowners' drains while still adequately cleaning the sanitary sewer main.

With whatever area of town we start on, we will start at the top of the gravity sanitary sewer system and work our way down the system, this allows us to capture all potential sewer debris as we go and not run the risk of dirtying pipe that has already been cleaned. Empire typically prefers to initially do a general cleaning of the sewer segment and then start televising. This allows us to validate that the pipe was properly cleaned. If any issues are discovered like roots or deposits the jet vac truck is nearby to address those concerns right away with city approval. When we encounter items that require heavy cleaning such as roots or deposits, or normal process is to notify the city representative of what we encountered and ask permission to proceed. This process can vary from municipality to municipality, and we are flexible to curtail our process to whatever the city's preference is. Heavy cleaning can also require using higher jetting pressures to remove the obstruction properly. Special care is taken to only use the higher pressure on areas of concern. With all our municipal maintenance customers we advise them beforehand that it is good budgeting practice to assume that there will be issues in the pipe we will encounter while cleaning and televising that they will want to handle while we are there carrying out these tasks because that is the most efficient. A good rule of thumb is to figure an additional 15-20% in cost of what you are normally budgeting for the standard cleaning and televising for that year to handle the possible issues the cleaning and televising crew may run into. This is not a requirement, only a recommendation.

Easement Jetting: Requires the use of equipment and personnel to access manholes that cannot be driven up to with heavy equipment that may damage the surface area around the access point or manhole. Easement jetting requires more coordination as there are almost always private citizens involved that usually have private property adjacent to the easement area. Empire owns equipment and its personnel are well versed in carrying this out.

Emergency After Hours: Empire is able to conduct 24-hour service beyond the normal daily operating hours. If an emergency arises after hours a person can simply call our main phone number which then rolls to the mobile phone of one of our management team members who can then administrate the emergency request.

#5 Equipment Summary:

- (5) Combination Jet Vac Trucks with 12–15-yard debris bodies and 800 ft of Jetting hose
- (4) Televising Trucks with High-Definition Video & Lateral Launch capability
- Televising Software that is GIS municipal asset management software compatible
- Easement Equipment: Skid steer mounted jetting reel and mobile televising unit with all-terrain vehicle
- Robotic Cutter to handle any sensitive or more precise obstruction removal keeping damage to the host pipe to a minimum

#6 Safety:

- Confined Space Certified: All field personnel are yearly trained and certified by Southern Minnesota Technical College or SCC
- Foreman and personnel have training in Traffic Control Flagging
- We hold weekly Tool Box/shop meetings to go over Equipment and Safety issues
- Empire Pipe Services has a Company Safety Manual which is available upon request

Site Restoration:

Typically, Empire uses methods and owns equipment to minimize the need for site restoration. Regardless, at times site restoration is required at which point before the work is performed, we would meet with all parties concerned to go over what to expect while the work takes place and have a combined agreement on how the site should be restored when completed.

#7 Sample Video: See Attached Link <https://www.dropbox.com/scl/fi/53jurtuo0m9l3gawo1ror/Zumbrota-MN-Sample-Video-3770-3760-Copy.mp4?rlkey=skyt1unl41namhqa1c97q28bm&st=ahc5dxrh&dl=0>

#8 Proposed Project Schedule:

We have several annual municipal maintenance agreements. We typically prefer to do them in the first half of the year as soon as weather conditions allow. We have some clients that prefer to do the televising during specific times of the year which we are able to do with the proper amount of notice.

#9 Clarifications:

- Sewer Maps/Plans will need to be provided, and manholes need to be exposed prior to the start of cleaning
- All vacuumed/collected Sanitary Sewer debris is to be disposed at Met Council in St. Paul, MN
- Cleaning includes up to (2) cleaning passes, over (3) will be considered "heavy cleaning"
- We assume to have access to water at no additional charge to conduct cleaning
- Our proposal is based off this volume of footage, a significant reduction may result in an increase in the per foot price
- (2) Digital copies of videos and reports to be provided at a minimum
- Our technicians are PACP certified (Pipeline Assessment Certification Program) and the video will be conducted per PACP guidelines
- Manhole Inspections if required will be MACP (Manhole Assessment Certification Program) Level 1
- We can provide a digital compliant video database for GIS asset management software
- If a reverse setup is required due to pipe conditions this will be an additional charge
- Only Minimal Traffic Control is included at this time
- Work on State Highways will require a permit & may require additional traffic control

August 22, 2025

City of Maple Plain, MN

#10 Price Proposal Form

Sewer System CCTV Inspection & Jetting Services- Three Year Program

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
1	Mobilization of Crew & Equipment-Yearly	EA	3	\$750.00	\$2,250.00
2	CCTV Inspection	LF	31,000	\$0.70	\$21,700.00
3	Jetting	LF	31,000	\$1.00	\$31,000.00
4	Easement Jetting (This is in addition to Item #3 which needs to be a minimum of 1,500' or more)	LF	0	\$2.85	\$0.00
5	Deposit Removal	Hourly	0	\$520.00	\$0.00
6	Tap Cutting, root cutting/deposit	Hourly	0	\$520.00	\$0.00
7	Haul Trip to dispose sewer debris at Met Council in St. Paul, MN	EA	3	\$735.00	\$2,205.00
8	Emergency service rates add charge per technician	Hourly	0	\$24.00	\$0.00
9	Jet Vac Truck w/operator	Hourly	0	\$270.00	\$0.00
10	Televising Truck w/operator	Hourly	0	\$255.00	\$0.00
11	Additional Technician only	Hourly	0	\$105.00	\$0.00
12	Lateral Launch Televising Truck w/operator	Hourly	0	\$353.00	\$0.00
13	Robotic Cutter	Hourly	0	\$250.00	\$0.00
14	Manhole Inspection Scanning (MACP-1)	EA	0	\$90.00	\$0.00
15	Trenchless Spot Repairs & Short Liners	Quoted on a individual basis			\$0.00
16	Traffic Control- Flagging (2-person flagging crew)	Hourly	0	\$255.00	\$0.00
17	Per Diem (Daily Mob cost for crew additional work)	Daily	0	\$375.00	\$0.00
Total Estimated Amount:					\$57,155.00

Note: The Unit Quantities set forth above are best estimates; the actual Unit Quantities may differ. Payment will be based on the Unit Prices for actual linear feet of sewer mains cleaned and inspected. The Provider shall notify and obtain approval of the City prior to performing Services with respect to any item in excess of the estimated Unit Quantity for such Item. Upon receipt of written authorization from the City's City Administrator or his or her designee, the Provider agrees to provide Project at the Unit Prices set forth above with respect to the Unit Quantity set forth above for any Item.

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



Shawn Wenner, CEO Empire Pipe Services



CERTIFICATE OF LIABILITY INSURANCE

Section 3, Item A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 1120 South Avenue North Mankato MN 56003		CONTACT NAME: Bridget Whipps CISR PHONE (A/C, No, Ext): (507) 388-2010 FAX (A/C, No): (507) 388-5492 E-MAIL ADDRESS: Bridget.Whipps@bbrown.com	
INSURED Wenner Holdings LLC dba Empire Pipe Services Empire Pipe Properties, LLC 415 Truman St North Mankato MN 56003		INSURER(S) AFFORDING COVERAGE INSURER A: Owners Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: Capitol Specialty Insurance Corp INSURER D: INSURER E: INSURER F:	
		NAIC # 32700 18988	

COVERAGES

CERTIFICATE NUMBER: 25/26 w/ 24/25 POLL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Auto AI Status GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			134606-08236628-25	02/01/2025	02/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			49-617-345-00	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			49-617-345-01	02/01/2025	02/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability			EV20230652-02	10/01/2024	10/01/2025	Limit \$1,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Wenner Holdings dba Empire Pipe Services 415 Truman St North Mankato MN 56003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

Section 3, Item A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services Inc 1120 South Ave North Mankato, MN 56003-3507 (507) 388-2010	CONTACT NAME: Superior Point	FAX (A/C, No): 1-800-941-1169
	PHONE (A/C, No, Ext): 1-877-256-1411	E-MAIL ADDRESS: arp@superiorpoint.com
INSURED Wenner Holdings LLC dba Empire Pipe Services 415 Truman St North Mankato, MN 56003-2138	INSURER(S) AFFORDING COVERAGE	
	INSURER A: MWCARP c/o Superior Point	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	136845.805	05/08/2025	05/08/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Special provision: WC 00 03 08. Partners, Officers, and Others Exclusion Endorsement is attached to the policy. An owner/officer/other has rejected coverage.

CERTIFICATE HOLDER

CANCELLATION

Wenner Holdings dba Empire Pipe Services 1120 South Ave North Mankato, MN 56003-3507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

WARNING NOTICE:

REGARDING WORKERS' COMPENSATION BENEFITS PAYABLE OUTSIDE OF MINNESOTA

Workers' compensation insurance policies issued by the Minnesota Workers' Compensation Assigned Risk Plan **DO NOT** provide coverage for workers' compensation benefits to injured employees which you are obligated to provide under the workers' compensation laws of any other state.

This policy only covers lawful claims for workers' compensation benefits allowed under Minnesota law. This policy **DOES NOT** provide coverage for your workers' compensation liability to injured employees that work outside of Minnesota, and who are not entitled to receive benefits under Minnesota's workers' compensation law.

This policy also **DOES NOT** cover your workers' compensation liability under another state's workers' compensation law if your injured employee elects to receive benefits under that other state's workers' compensation law in lieu of receiving workers' compensation benefits payable under Minnesota law.

This policy **DOES** provide coverage under Minnesota's workers' compensation law for benefits to your injured employees who regularly perform their primary duties of employment within Minnesota but who are injured outside of this state, as required by Minn. Stat. §176.041, subd. 2-4 (2009).

Coverage for out of state employees can be complicated. If you do business outside Minnesota, employ persons that perform work outside Minnesota or have any question regarding what benefits are provided to your employees by Minnesota's workers' compensation law, you should consult your insurance agent or other knowledgeable professionals regarding your obligations in this area.

PACP | LACP | MACP Version 8

CERTIFICATE
OF COMPLETION

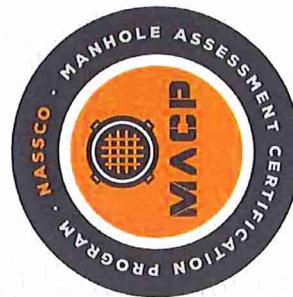
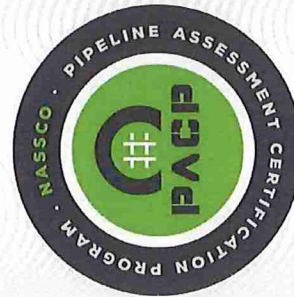
PROUDLY PRESENTED TO

Shawn Wenner

Certification Number: U-213-17314

Expiration Date: 4/17/2028

Sheila Joy
Sheila Joy
Executive Director



Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.



PACP | LACP | MACP Version 8

CERTIFICATE OF COMPLETION

PROUDLY PRESENTED TO

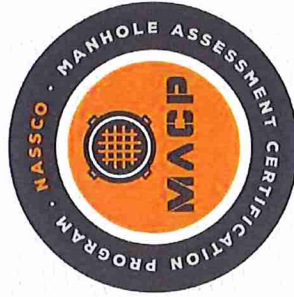
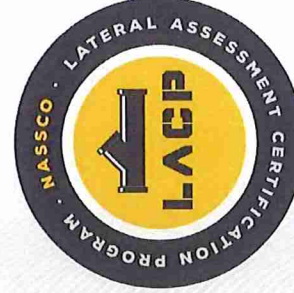
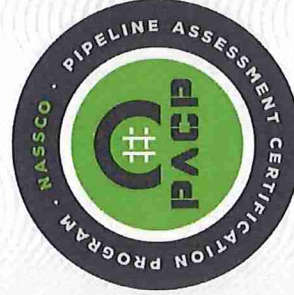
Rick Fisher

Certification Number: U-105-1683

Expiration Date: 1/22/2028

Sheila Joy

Sheila Joy
Executive Director



Section 3, Item A.

Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.

PACP | LACP | MACP Version 8

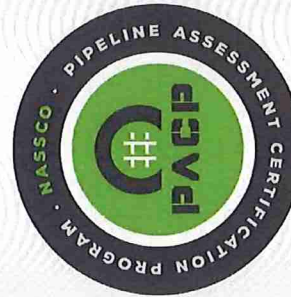
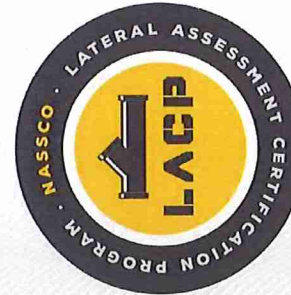
CERTIFICATE
OF COMPLETION

PROUDLY PRESENTED TO

Benjamin Gruber

Certification Number: U-0219-070304811

Expiration Date: 1/22/2028



Sheila Joy

Sheila Joy
Executive Director

Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.





PACP | LACP | MACP Version 8

CERTIFICATE OF COMPLETION

PROUDLY PRESENTED TO

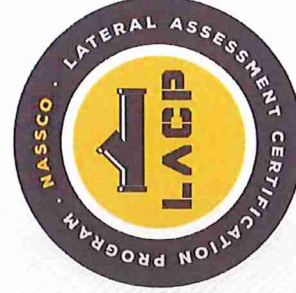
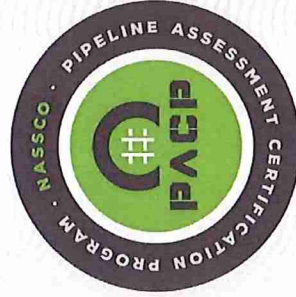
Ryan Bultman

Certification Number: U-316-07003575

Expiration Date: 1/22/2028

Sheila Joy

Sheila Joy
Executive Director



Section 3, Item A.

Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.



PACP | LACP | MACP Version 8

CERTIFICATE OF COMPLETION

PROUDLY PRESENTED TO

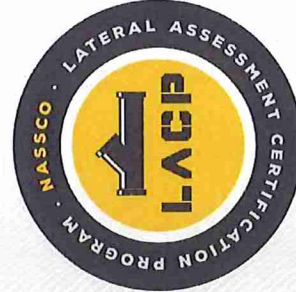
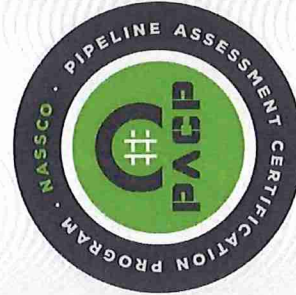
Chris Evenson

Certification Number: P0052173-012025

Expiration Date: 1/28/2028

Sheila Joy

Sheila Joy
Executive Director



Section 3, Item A.

Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.

State of Minnesota

SECRETARY OF STATE

Certificate of Organization

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: Articles of Organization, duly signed, have been filed on this date in the Office of the Secretary of State, for the organization of the following limited liability company, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

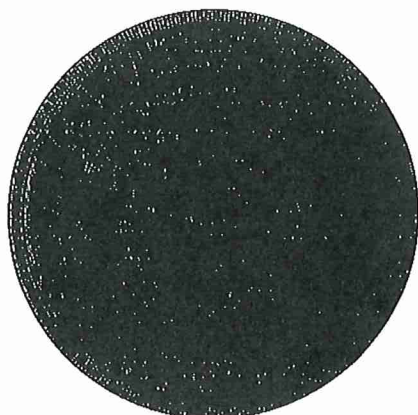
This limited liability company is now legally organized under the laws of Minnesota.

Name: Wenner Holdings, LLC

Charter Number: 3284807-2

Chapter Formed Under: 322B

This certificate has been issued on 04/03/2009.



Mark Ritchie
Secretary of State.



Executive Summary

City Council Workshop

AGENDA ITEM:	Ordinance No. 335 – Amendment to Fee References in City Code
PREPARED BY:	Jacob Kolander, City Administrator
RECOMMENDED ACTION:	Discussion

Summary:

Ordinance No. 335 updates multiple sections of the Maple Plain City Code to replace outdated references to fee adoption “by resolution” with language that correctly reflects the legal requirement to adopt the City’s fee schedule by ordinance. These changes ensure compliance with statutory requirements and improve consistency across the Code.

Reasons for Proposed Changes:

- **Legal Compliance:** Minnesota law requires municipal fee schedules to be adopted by ordinance, not resolution.
- **Code Consistency:** Updates all relevant sections to uniformly reference the “City fee schedule.”

Policy Citations:

Sections amended include:

- §2-52 – Escrow Requirements
- §4-64 – Permit Registration Fees
- §4-409 – Animal Permit Fees
- §9-28 – Water Meter Charges
- §9-74 – Sewer Connection Fees
- §9-135 – Stormwater Utility Billing

This item is referred to the City Council for consideration and adoption at the next regular meeting.

ORDINANCE NO. 335

CITY OF MAPLE PLAIN

AN ORDINANCE AMENDING VARIOUS MAPLE PLAIN CITY CODE SECTIONS
REGARDING FEES ESTABLISHED BY CITY FEE SCHEDULE

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

SECTION 1. AMENDMENT. The Maple Plain City Code Section 2-52 is hereby amended as set forth below to delete the text in ~~striketrough~~ and to add the underlined language as follows:

Section 2-52. – Escrow to be established.

To defray expenses to the City as they are incurred on a project-by-project basis, applicants for any development request within the City shall be required to establish an escrow account; the amount of each escrow to be charged will be established ~~by the City Council from time to time by resolution~~ in the City fee schedule. Any escrow remaining at the end of the project will be refunded to developer; if additional escrow is required during the project, the City Administrator will notify the developer of the additional amount needed.

SECTION 2. AMENDMENT. The Maple Plain City Code Section 4-64 is hereby amended as set forth below to delete the text in ~~striketrough~~ and to add the underlined language as follows:

Section 4-64. – Permit and registration required

- (e) Persons seeking a permit and registering with the City shall also be required to pay a registration fee to cover administrative costs of processing and investigation ~~as determined by City Council resolution~~ in the amount established in the City fee schedule; the fee shall be for each individual who is registered under the permit.

SECTION 3. AMENDMENT. The Maple Plain City Code Section 4-409 is hereby amended as set forth below to delete the text in ~~striketrough~~ and to add the underlined language as follows:

Section 4-409. – Harboring and keeping of chickens, ducks and geese.

- (a) *Permit application and permit fees.* An application for a permit hereunder shall be filed with the City Administrator upon an application form furnished by the City. The permit fee shall be in an amount established ~~by City Council resolution~~ in the

City fee schedule. A permit issued hereunder shall be for the duration of one year from its date of issuance.

SECTION 4. AMENDMENT. The Maple Plain City Code Chapter 9, Article 2 is hereby amended as set forth below to delete the text in ~~strike through~~ and to add the underlined language as follows:

Section 9-28. – Water meters.

- (b) The City Council shall from time to time fix the charge to be made to customers for new, replacement, water meters in original connection installations and payment for same shall be made in advance before delivery for installation. The cost of the replacement water meters shall be fixed from time to time ~~by Council resolution~~ in the City fee schedule.

SECTION 5. AMENDMENT. The Maple Plain City Code Chapter 9, Article 3 is hereby amended as set forth below to delete the text in ~~strike through~~ and to add the underlined language as follows:

Section 9-74. – Water meters.

- (a)(1) For sewer service and the availability thereof, any person connecting premises to the public sewer agrees to pay the rates and charges established ~~therefor, from time to time by Council resolution in the City fee schedule~~. In addition to all other charges, each permit to connect shall be accompanied by a special connection fee equal to the lateral unit assessment per the fee schedule for the sewers in the abutting street or rights-of-way plus a plant unit assessment in the amount specified in the fee schedule for each residential dwelling unit, or equivalent, to be connected after the date of this Code. All the special connection fees shall be paid into the sewer fund of the City to offset repairs and upgrades made to the sanitary sewer system by the City.

SECTION 6. AMENDMENT. The Maple Plain City Code Chapter 9, Article 5 is hereby amended as set forth below to delete the text in ~~strike through~~ and to add the underlined language as follows:

Section 9-135. - Billing

- (a) The stormwater utility fee shall be billed quarterly to each parcel in accordance with the ~~most current approved resolution~~ City fee schedule. All rates and charges will be reviewed annually and adjusted as needed by the City Council.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publications as required by law.

Adopted by the City Council of the City of Maple Plain this ____ day of _____, 2025.

Julie Maas-Kusske, Mayor

ATTEST:

Jacob Kolander, City Administrator

Published in the _____ on _____, 2025.



Executive Summary City Council Workshop

AGENDA ITEM:	Ordinance No. 336 – Amendment to Maple Plain City Code Section 9-22: Fire Hydrant Connections
PREPARED BY:	Jacob Kolander, City Administrator
RECOMMENDED ACTION:	Discussion

Summary:

This ordinance updates Section 9-22 of the Maple Plain City Code to clarify and strengthen regulations surrounding fire hydrant connections. The amendments include:

- **Clarification of Authorized Use:** Restricts hydrant access to City personnel and contract employees performing official duties, removing ambiguous language about discretionary authorization.
- **Permit Requirement:** Explicitly requires a written permit for non-City use, with a fee established in the City’s fee schedule.
- **Time Limitation:** Limits permit duration to a maximum of 20 days, ensuring short-term use and reducing risk of misuse.
- **Fee Structure and Enforcement:** Reinforces the obligation to pay fees for non-City water use and outlines penalties for unauthorized withdrawal.

Reasons for Recommendation

- **Improved Clarity and Enforcement:** The revised language eliminates ambiguity and strengthens the City’s ability to enforce hydrant use regulations.
- **Removal of Ambiguous Language:** The phrase “except when authorized by the City Administrator” was removed because it lacked clear criteria for authorization, created potential for inconsistent enforcement, and posed risks of misuse or liability. The new language specifies which City departments may access hydrants during official duties, improving clarity and accountability.
- **Operational Control:** Limiting permit duration and requiring written application ensures better oversight and accountability.

- **Consistency with Fee Schedule:** Aligns ordinance language with the City's adopted fee schedule, improving transparency and administrative efficiency.
- **Public Safety and Infrastructure Protection:** Ensures hydrants remain available and functional for emergency and municipal use.

Policy Citations

- Maple Plain City Code Section 9-22
- City Fee Schedule (as adopted)

This item is referred to the City Council for consideration and adoption at the next regular meeting.

ORDINANCE NO. 336

CITY OF MAPLE PLAIN

AN ORDINANCE AMENDING MAPLE PLAIN CITY CODE SECTION 9-22 REGARDING FIRE HYDRANT CONNECTIONS

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

SECTION 1. AMENDMENT. The Maple Plain City Code Section 9-22 is hereby amended as set forth below to delete the text in ~~strike through~~ and to add the underlined language as follows:

Section 9-22. – Fire hydrant connections.

It shall be unlawful for any person, ~~except when authorized by the City Administrator or~~ except members of the City Fire, Street, and Water Departments when performing their official duties, to open or interfere with any of the hydrants or gates of the City water supply system without a permit. The permit shall be granted by the City Administrator only upon application in writing, subject to the regulations as may be prescribed by the City Council, ~~upon payment provided in the fee schedule~~ which application shall be accompanied by a fee established in the City fee schedule. No permit shall be granted which allows a person to withdraw water from a fire hydrant or grate for a period in excess of 20 days. Any person withdrawing water from a fire hydrant or gate of the City water supply except for extinguishment of a fire or other City purposes shall be obligated to pay the City the amount provided in the fee schedule. ~~No person shall be granted a permit to withdraw water from a hydrant or gate without meter for a period in excess of 20 days.~~ Upon return of any equipment furnished by the City and deduction of charges computed on the per diem basis, any balance of the deposit shall be returned to the depositor. In case of withdrawal of water from a hydrant or gate without permit, the above charge shall be in addition to other penalties provided for violation of this Code.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publications as required by law.

Adopted by the City Council of the City of Maple Plain this ____ day of _____,
2025.

ATTEST:

Julie Maas-Kusske, Mayor

Jacob Kolander, City Administrator

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Executive Summary

City Council Workshop

AGENDA ITEM:	Ordinance No. 337 – Amendment to Chapter 7, Article 4: Right-of-Way Permits
PREPARED BY:	Jacob Kolander, City Administrator
RECOMMENDED ACTION:	Discussion

Summary:

This ordinance amendment comprehensively updates the City’s regulations governing the use of public rights-of-way, particularly as they pertain to the installation, maintenance, and operation of utility and wireless facilities. The proposed changes modernize the code to reflect current industry practices, clarify procedural requirements, and ensure compliance with state law.

Key updates include:

- **Reorganization and Clarification:** The ordinance has been restructured for clarity, separating registration, permit procedures, restoration, and enforcement into distinct sections.
- **Expanded Definitions:** New definitions have been added for terms such as *collocation*, *emergency*, *obstruction*, and *small wireless facility* to align with statutory language and industry standards.
- **Registration Requirements:** All entities seeking to occupy or use the right-of-way must now register with the City, providing insurance, contact information, and regulatory documentation.
- **Permit Streamlining:** The amendment consolidates and clarifies the types of permits required—excavation, obstruction, and small wireless facility permits—and outlines the conditions under which each is issued.
- **Small Wireless Facility Regulation:** Detailed provisions have been added to regulate the installation and operation of small wireless facilities, including height limits, separation requirements, and fee structures.
- **Restoration and Relocation:** Clear standards are established for restoring public ground after work and for relocating facilities at the City’s request or upon vacation of public ground.
- **Enforcement and Default:** Procedures for addressing company defaults and recovering costs are strengthened, including the use of posted security and indemnification clauses.
- **Vegetation and Abandonment:** New sections address vegetation management in rights-of-way and the removal of abandoned or unusable facilities.

Reasons for Amendment

- **Legal Compliance:** Aligns the City Code with Minnesota Statutes and Administrative Rules, including Gopher One Call and small wireless facility regulations.
- **Operational Efficiency:** Streamlines permitting and enforcement processes to reduce administrative burden and improve responsiveness.
- **Public Safety and Welfare:** Enhances the City's ability to manage right-of-way use in a manner that protects infrastructure, residents, and municipal interests.
- **Technological Modernization:** Accommodates emerging technologies and infrastructure needs, particularly in telecommunications.

Policy Citations

- Minnesota Statutes §§ 216D.01–.09
- Minnesota Rules ch. 7560 and 7819
- Federal and State regulations governing wireless infrastructure

This item is referred to the City Council for consideration and adoption at the next regular meeting.

ORDINANCE NO. 337

CITY OF MAPLE PLAIN

AN ORDINANCE AMENDING MAPLE PLAIN CITY CODE CHAPTER 7, ARTICLE 4 REGARDING RIGHT-OF-WAY PERMITS

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

SECTION 1. AMENDMENT. The Maple Plain City Code Section 7, Article 4 is hereby replaced in its entirety as follows:

Section 7-72. – Purpose.

The purpose of this article is to protect and enhance the public health, safety, and welfare by governing the construction, installation, operation, repair, maintenance, removal, and relocation of facilities and equipment used for the transmission of facilities or related services on, over, in, under, or along the public ground of the City.

Section 7-73. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means any person requesting permission to excavate, obstruct, or otherwise place facilities in a right-of-way.

Collocate or collocation means to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the City or other governmental unit.

Company means a natural or corporate person, business association, or other business entity including partnership and sole proprietorship, political subdivision, public or private agency of any kind, its successors and assigns, who or which seeks to, or is required to, construct, install, operate, repair, maintain, remove, relocate, or expand facilities in the City.

Emergency means a condition that (1) poses a danger to life or health, or of a significant loss of property; or (2) requires immediate repair or replacement of facilities in order to restore service to a customer.

Director means the Director of Public Works, City Administrator, or the other agent as the City Council may designate from time to time.

Facilities means communication, electric, gas, oil, or similar transmission lines or equipment or any kind, including, but not limited to, lines or equipment for the transmission of audio, video, data, gas, electricity, oil, or other similar transmission services, including, but not limited to, trunk lines, service connections, lines, cables, physical connections, switching equipment, wires, optic fibers, or other optic cables laser equipment, circuits, wireless communications equipment of all kinds, poles, towers and any necessary appurtenances owned or leased or operated by a company on, over, in, under, or across public ground.

Obstruct or obstruction means to place or the placement of any object in a public right-of-way, or to remove or the removal of an existing structure, or any portion thereof, from a public right-of-way that interferes with free use of the public right-of-way.

Public ground means roads, streets, alleys, sidewalks, public ways, utility easements, public easements, and public rights-of-way in the City.

Small wireless facility means a wireless facility that meets both of the following qualifications:

- (1) Each antenna is located inside an enclosure of no more than six cubic feet in volume or in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet; and
- (2) All other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than 28 cubic feet in volume.

Utility pole means a pole that is used in whole or in part to facilitate telecommunications or electric service.

Wireless support structure means a new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the City.

Section 7-74. —~~Permit procedure.~~ Registration.

- (a) ~~*Permit Registration required.* Except in the case of emergency work as set out in subsection (e) of this section, a company may not construct, install, repair, remove, or relocate facilities, or any part thereof, or otherwise open or disrupt any public ground without first obtaining a permit from the City. The City shall require a separate permit of a company for each location where construction,~~

~~installation, or other disturbance of the public ground is to occur, or for each convenient subdivision or construction, installation or other related work for which the City in its sole discretion determines a permit is required. Each permit shall state specifically the location of any facilities, and the nature of the work necessitating the permit, and shall contain reasonable regulations and conditions to protect the health, safety and welfare of the populace of the City, and to protect the right-of-way and its current use. In addition, a permittee shall comply with all the requirements of local, state, and federal laws, including, but not limited to, Minn. Stats. Ch. 216D (Gopher One Call Excavation Notice System) and Minn. R. ch. 7560. Each person who occupies, uses, or seeks to occupy or use the right-of-way or place any equipment or facilities in or on the right-of-way, including by lease, sublease or assignment, must register with the City. No person shall construct, install, repair, remove, relocate, or perform any other work on, or use any equipment or any part thereof located in any right-of-way without first being registered with the City. Registration will consist of providing application information to and as required by the city, paying an annual registration fee, and posting a performance and restoration surety. The performance and restoration surety required in this section shall be in an amount determined in the City's sole discretion, sufficient to serve as security for the full and complete performance of the obligations under this article, including any costs, expenses, damages, or loss the city pays or incurs because of any failure to comply with this article or any other applicable laws, regulations or standards. During periods of construction, repair or restoration of rights-of-way or equipment in rights-of-way, the performance and restoration surety shall be in an amount as determined by the City, taking into account the amount of equipment in the right-of-way, the location and method of installation of the equipment, the conflict or interference of such equipment with the equipment of other persons, and the purposes and policies of this article. 60 days after completion of the work, the performance and restoration surety may be reduced in the sole determination of the City.~~

- (b) ~~*Small wireless facility permit.* A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion of the public ground, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.~~
- (b) *Registration information.* The information to be provided to the City at the time of registration shall include, but not be limited to:
- (1) The registrant's name, Gopher One-Call registration certificate number, address and e-mail address if applicable, and telephone and facsimile numbers.
 - (2) The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or

designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.

(3) A certificate of insurance of self-insurance:

- a. Verifying that an insurance policy has been issued to the registrant by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the City;
- b. Verifying that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the (i) use and occupancy of the right-of-way by the registrant, its officers, agents, employees, and permittees, and (ii) placement and use of facilities and equipment in the right-of-way by the registrant, its officers, agents, employees, and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities, and collapse of property;
- c. Naming the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;
- d. Requiring that the City be notified 30 days in advance of cancellation of the policy or material modification of a coverage term; and
- e. Indicating comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the city in amounts sufficient to protect the city and the public and to carry out the purposes and policies of this chapter.
- f. The City may require a copy of the actual insurance policies.
- g. If the person is a corporation, a copy of the certificate is required to be filed under state law as recorded and certified to by the secretary of state.
- h. A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other authorization or approval from the applicable state or federal agency to lawfully operate, where the person is lawfully required to have such authorization or approval from said commission or other state or federal agency.

~~(e) — Application. The company shall apply for a permit on such forms as the City may designate from time to time. In the event the City requests it, the company shall promptly submit a survey to the Director at the company's expense. If the Director determines that City Planning Commission review and/or City Council review is appropriate, such review shall be sought.~~

(c) Notice of changes. The registrant shall keep all of the information listed in subsection (b) of this section current at all times by providing to the City

information as to changes within 15 days following the date on which the registrant has knowledge of any change.

~~(d) — Application requirements.~~

~~(1) *Generally.* The company shall apply for a permit or renewal of a permit a minimum of three weeks before the date proposed to start work and shall submit detailed plans for street or sidewalk use and pedestrian and driver safety on major projects. The provisions of this subsection or portions thereof may be waived by the City in the event of emergency work as provided in subsection (e) of this section.~~

~~(2) *Small wireless facility requirements.* In addition to the requirements of subsection (b) of this section, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in or on public ground shall be subject to the following conditions:~~

- ~~a. A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.~~
- ~~b. No new wireless support structure installed within the right-of-way shall exceed 50 feet in height without the City's written authorization, provided that the City may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect the right-of-way and its current use, and further provided that a registrant may replace an existing wireless support structure exceeding 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.~~
- ~~c. No wireless facility may extend more than ten feet above its wireless support structure.~~
- ~~d. Where an applicant proposes to install a new wireless support structure in the right-of-way, the City may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.~~
- ~~e. Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the City may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.~~
- ~~f. Where an applicant proposes to replace a wireless support structure, the City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.~~

(e) ~~Emergency work.~~ A company may open and disturb the surface of public ground without a permit only where an emergency exists requiring the immediate repair of its facilities. In that event, the company shall notify the City immediately of the need for emergency work, request a permit not later than the second working day thereafter and comply with the applicable conditions of the permit. In no event may a company undertake an activity which will result in the closing of a street or alley without prior notification to the Director of West Hennepin Public Safety, Fire Chief, City Administrator or designee, and Public Works Director. City Council approval is required; the City Administrator or designee shall refer the application to the Planning Commission and/or City Council as appropriate.

(f) ~~Approval or denial of application; action on small wireless facility permit applications.~~ Upon receipt of an application by a company for a permit, the City may approve or deny the application. If the City determines to deny the application, the City must notify the applicant, in writing, within three business days of the decision to deny a permit. Denial shall be accompanied by a written statement of the reasons for the denial and may be appealed to the City Council which shall issue detailed findings in the event the denial is sustained. An appeal of denial shall be heard at the next regularly scheduled Council meeting to which proper notice can be given and any findings issued within 30 days of the meeting. Upon a denial of an application (whether or not appealed), the applicant may address the reasons for the denial identified by the City and resubmit the application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The City must approve or deny the resubmitted application within 30 days after submission.

(1) ~~Deadline for action.~~ The City shall approve or deny a small wireless facility permit application within 90 days after filing of such application. The small wireless facility permit and any associated building permit application shall be deemed approved if the City fails to approve or deny the application within the review periods established in this section.

(2) ~~Consolidated applications.~~

a. ~~An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by the City, provided that all small wireless facilities in the application:~~

- ~~1. Are located within a two-mile radius;~~
- ~~2. Consist of substantially similar equipment; and~~
- ~~3. Are to be placed on similar types of wireless support structures.~~

b. ~~In rendering a decision on a consolidated permit application, the City may approve some small wireless facilities and deny others but may not use~~

~~denial of one or more permits as a basis to deny all small wireless facilities in the application.~~

~~(3) *Tolling of deadline.* The 90-day deadline for action on a small wireless facility permit application may be tolled if:~~

- ~~a. The City received applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such instance, the City may extend the deadline for all such applications by 30 days by informing the affected applicants, in writing, of such extension.~~
- ~~b. The applicant fails to submit all required documents or information and the City provides written notice of incompleteness to the applicant within 30 days of receipt of the application. Upon submission of additional documents or information, the City shall have ten days to notify the applicant, in writing, of any still-missing information.~~
- ~~c. The City and a small wireless facility applicant agree, in writing, to toll the review period.~~

~~(g) *Issuance of Permit.* If the City Administrator or designee determines that the applicant has satisfied the requirements of this article, the Director may issue a permit to the company upon payment of the permit fee as specified in subsection (h) of this section.~~

~~(h) *Permit fee.* The company shall pay a fee for each permit issued in an amount provided in the fee schedule. The City Clerk shall maintain a table of permit fees as approved by the City Council. The permit fee shall be determined so as to fully reimburse the City for all costs incurred as a result of the construction, installation, or other work approved by the permit, including, but not limited to, administrative, management, engineering, and inspection costs, any other costs incurred in returning the public ground to its original condition and additional sum to reimburse the City for any diminution in the useful life or value of the public ground. To the extent that a company applies for a permit to occupy public ground indefinitely, the City Council shall set an indefinite occupancy fee requiring periodic payments to be made at the times as determined by the City, but in any event at least annually.~~

~~(a) *Small wireless facility permit fee.* For applications for a permit for small wireless facilities, the City shall impose a small wireless facility permit fee in an amount sufficient to recover:~~

~~(1) Management costs; and~~

~~(2) City engineering, make-ready, and construction costs associated with collocation of small wireless facilities.~~

- (i) ~~*Duration of permit.* Except as provided in section 7-75(e) through (e), an indefinite permit shall continue without expiration so long as the company holding the permit is in compliance with this article and all other applicable law. The maximum period allowed for a temporary permit to perform installations, repairs, or other work shall be three months. Construction, installation or other opening, disturbance or obstruction of public ground beyond the period covered by each permit, including construction, installation, repair or other opening of public ground covered by a permanent permit, shall require obtaining a new permit with payment of applicable fees. Application for such permit shall be subject to the same review as the original application.~~
- (j) ~~*Security of completion of work.* Before beginning work, the company shall deposit with the City security in the form of a certified check in the sufficient amount as determined by the Director for the completion of the work. The security will be held until the work is completed plus a period of up to three months thereafter if necessary to guarantee that restoration work has been satisfactorily completed.~~
- (k) ~~*Inspection of work.* When the work is completed, the company shall request an inspection by the Director. The Director will determine if the work has been satisfactorily completed and notify the company of the inspection approval.~~
- (l) ~~*Small wireless facility agreement.*~~
 - (1) ~~A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the City, or any other City asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the City. The standard collocation agreement may require payment of the following:~~
 - a. ~~An amount established by the City fee schedule per year for rent to collocate on the City structure.~~
 - b. ~~An amount established by the City fee schedule per year for maintenance associated with the collocation.~~
 - c. ~~A monthly fee for electrical service as follows:~~
 - 1. ~~An amount established by the City fee schedule per radio node less than or equal to 100 maximum watts;~~
 - 2. ~~An amount established by the City fee schedule per radio node over 100 maximum watts; or~~
 - 3. ~~The actual cost of electricity, if the actual cost exceeds the foregoing.~~
 - (2) ~~The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit; provided, however, that the applicant shall not be additionally required to obtain a license or franchise in~~

~~order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the City and applicant.~~

Section 7-75. – Restoration and relocation. Permit procedure.

- (a) ~~Restoration.~~ Upon completion of the work contemplated by a permit, the company shall restore the general area of the work, including the pavement and its foundations, to the same or better condition than existed prior to commencement of the work necessitating a permit. The work shall be completed as promptly as weather permits. If the company does not promptly perform and complete the work, remove all dirt, rubbish, equipment, and material and restore the public ground to the same condition, the City may put it in the same condition at the expense of the company. The company shall, upon demand, pay to the City the direct and indirect cost of the work done for or performed by the City, including, but not limited to, the City's administrative costs.
- (b) ~~Restoration; cost recovery.~~ To recover its costs, the City will first draw on the security posted by the company and then recover the balance of the costs incurred from the company directly by written demand. This remedy is in addition to any other remedies available to the City.
- (c) ~~Relocation initiated by company.~~ The company shall give the City written notice before relocating its facilities. A company-initiated relocation shall be at the company's expense and must be approved in advance by the City. The approval shall not be unreasonably withheld.
- (d) ~~Relocation required by City.~~ The company shall promptly, without due regard for seasonal working conditions, at the company's expense, permanently relocate its facilities in the event that the City in writing requires the relocation.
- (e) ~~Relocation where public ground vacated.~~ The vacation of public ground does not deprive the company of the right to operate and maintain its facilities in the City. If the vacation proceedings as initiated by the City, or the company, the company shall pay the relocation costs.
- (a) Permit required. Except in the case of emergency work as set out in subsection (e) of this section, no person may construct, install, repair, remove, or relocate facilities, or any part thereof, or otherwise open or disrupt any public ground without first obtaining a right-of-way permit from the City. Each permit shall state specifically the location of any facilities, and the nature of the work necessitating the permit. Permits shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the City.
 - (1) Excavation permit. An excavation permit is required by a registrant to excavate that part of the right-of-way described in such permit and to hinder

free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein.

- (2) Obstruction permit. An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of right-of-way by placing equipment described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.
 - (3) Small wireless facility permit. A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion of the public ground, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.
- (b) Delay penalty. In accordance with Minn. Rule 7819.1000 subp. 3 and notwithstanding subd. 2 of this Section, the City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City Council resolution.
 - (c) Application. Application for a permit shall be made to the City on such forms as the City may designate from time to time, and will be considered complete only upon compliance with the following requirements:
 - (1) Registration with the City pursuant to this section.
 - (2) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities and all other information requested by the City Engineer.
 - (3) Payment of all money due to the City for:
 - a. Permit fees and costs due; and
 - b. Any loss, damage, or expense suffered by the City as a result of applicant's prior excavations or obstructions of the rights-of-ways or any emergency actions taken by the City.
 - (d) Conditions. The City may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use. In addition, a permittee shall comply with all requirements of local, state, and federal laws, including but not limited to Minn. Stat. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minn. R., ch. 7560.

- (1) General conditions. An applicant shall apply for a permit or renewal of a permit a minimum of three weeks before the date proposed to start work and shall submit detailed plans for street or sidewalk use and pedestrian and driver safety on major projects. The provisions of this subsection or portions thereof may be waived by the City in the event of emergency work as provided in subsection (e) of this section.
- (2) Small wireless facility conditions. In addition to the conditions of subsection (d)(1) of this section, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in or on public ground shall be subject to the following conditions:
 - a. A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.
 - b. No new wireless support structure installed within the right-of-way shall exceed 50 feet in height without the City's written authorization, provided that the City may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect the right-of-way and its current use, and further provided that a registrant may replace an existing wireless support structure exceeding 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.
 - c. No wireless facility may extend more than 10 feet above its wireless support structure.
 - d. Where an applicant proposes to install a new wireless support structure in the right-of-way, the City may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.
 - e. Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the City may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.
 - f. Where an applicant proposes to replace a wireless support structure, the City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.
 - g. A permit will be deemed void if the approved equipment is not installed within one year of issuance of the permit.
- (3) Small wireless facility agreement. A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the City, or any other City asset in the right-of-way, after the applicant has

executed a standard small wireless facility collocation agreement with the City. The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the city and applicant. The standard collocation agreement may require payment of the following:

- a. Up to \$150 per year for rent to collocate on the city structure.
 - b. \$25 per year for maintenance associated with the collocation;
 - c. A monthly fee for electrical service as follows:
 1. \$73 per radio node less than or equal to 100 maximum watts;
 2. \$182 per radio node over 100 maximum watts; or
 3. The actual costs of electricity, if the actual cost exceed the foregoing.
- (e) *Emergency work.* A company may open and disturb the surface of public ground without a permit only where an emergency exists requiring the immediate repair of its facilities. In that event, the company shall notify the City immediately of the need for emergency work, request a permit not later than the second working day thereafter and comply with the applicable conditions of the permit. In no event may a company undertake an activity which will result in the closing of a street or alley without prior notification to the Director of West Hennepin Public Safety, Fire Chief, City Administrator or designee, and Public Works Director. City Council approval is required; the City Administrator or designee shall refer the application to the Planning Commission and/or City Council as appropriate.
- (f) *Approval or denial of application; action on small wireless facility permit applications.* If the City determines to deny the application, the City must notify the applicant, in writing, within three business days of the decision to deny a permit. Denial shall be accompanied by a written statement of the reasons for the denial and may be appealed to the City Council which shall issue detailed findings in the event the denial is sustained. An appeal of denial shall be heard at the next regularly scheduled Council meeting to which proper notice can be given and any findings issued within 30 days of the meeting. Upon a denial of an application (whether or not appealed), the applicant may address the reasons for the denial identified by the City and resubmit the application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The City must approve or deny the resubmitted application within 30 days after submission.
- (1) *Deadline for action.* The City shall approve or deny a small wireless facility permit application within 90 days after filing of such application or within any timeline established by state law. The small wireless facility permit and any

associated building permit application shall be deemed approved if the City fails to approve or deny the application within the review periods established in this section.

(2) Consolidated applications.

- c. An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by the City, provided that all small wireless facilities in the application:
 - 4. Are located within a two-mile radius;
 - 5. Consist of substantially similar equipment; and
 - 6. Are to be placed on similar types of wireless support structures.
- d. In rendering a decision on a consolidated permit application, the City may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

(3) Tolling of deadline. The 90-day deadline for action on a small wireless facility permit application may be tolled if:

- d. The City received applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such instance, the City may extend the deadline for all such applications by 30 days by informing the affected applicants, in writing, of such extension.
- e. The applicant fails to submit all required documents or information and the City provides written notice of incompleteness to the applicant within 30 days of receipt of the application. Upon submission of additional documents or information, the City shall have 10 days to notify the applicant, in writing, of any still-missing information.
- f. The City and a small wireless facility applicant agree, in writing, to toll the review period.

(g) Issuance of Permit. If the City Administrator or designee determines that the applicant has satisfied the requirements of this article, the Director may issue a permit to the company upon payment of the permit fee as specified in subsection (h) of this section.

(h) Permit fee. An applicant shall pay a fee for each permit issued in an amount provided in the fee schedule. The City Clerk shall maintain a table of permit fees as approved by the City Council. The permit fee shall be determined so as to fully

reimburse the City for all costs incurred as a result of the construction, installation, or other work approved by the permit, including, but not limited to, administrative, management, engineering, and inspection costs, any other costs incurred in returning the public ground to its original condition and additional sum to reimburse the City for any diminution in the useful life or value of the public ground.

- (i) *Small wireless facility permit fee.* For applications for a permit for small wireless facilities, the City shall impose a small wireless facility permit fee in an amount sufficient to recover:
 - (1) Management costs; and
 - (2) City engineering, make-ready, and construction costs associated with collocation of small wireless facilities.
- (j) *Duration of permit.* Except as provided in section 7-76(c) through (e), an indefinite permit shall continue without expiration so long as the company holding the permit is in compliance with this article and all other applicable law. The maximum period allowed for a temporary permit to perform installations, repairs, or other work shall be three months. Construction, installation or other opening, disturbance or obstruction of public ground beyond the period covered by each permit, including construction, installation, repair or other opening of public ground covered by a permanent permit, shall require obtaining a new permit with payment of applicable fees. Application for such permit shall be subject to the same review as the original application.
- (k) *Permit limitation.* A right-of-way permit is valid only for the area of the right-of-way specified in the permit. The work under a right-of-way permit must be completed within the dates specified in the permit. A right-of-way permit is valid only for the date specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.
- (l) *Notice of completion.* When the work under any permit under this Article is completed, the permittee shall furnish a completion certificate in accordance Minn. Rule 7819.1300 or other as built documentation as deemed necessary by the City Engineer
- (m) *Inspection of work.* When the work is completed, the company shall request an inspection by the Director. The Director will determine if the work has been satisfactorily completed and notify the company of the inspection approval.

Section 7-76. – ~~Company default.~~ Restoration, relocation, and vacation.

- (a) ~~Notice.~~ If the company is in default in the performance of the work or occupancy authorized by permit, including, but not limited to, restoration requirements or permanent occupancy fee payments for more than 30 days after receiving written notice from the City of the default the City may terminate the rights of the company under the permit, subject to the City's absolute right to revoke at any time in the exercise of the City's public safety powers. The notice of default shall be in writing and specify the provisions of the permit and or this section under which the default is claimed and state the grounds of the claim. The notice shall be served on the company by personally delivering it to an officer thereof to its principal place of business in the state or by certified mail to that address within three business days of the decision to revoke.
- (b) ~~City action on default.~~ If the company is in default in the performance of the work or occupancy authorized by permit, the City may, after notice to the company as specified in subsection (a) of this section and failure of the company to sure in default, take such action as may be reasonably necessary to abate the condition caused by the default. The company shall reimburse the City for the City's reasonable costs, including costs of collection and attorney fees incurred as a result of the company default. The security posted under section 7-74 will be applied by the City first toward payment for such reimbursement.
- (a) Restoration. Upon completion of the work contemplated by a permit, the company shall restore the general area of the work, including the pavement and its foundations, to the same or better condition than existed prior to commencement of the work necessitating a permit. The work shall be completed as promptly as weather permits. If the company does not promptly perform and complete the work, remove all dirt, rubbish, equipment, and material and restore the public ground to the same condition, the City may put it in the same condition at the expense of the company. The company shall, upon demand, pay to the City the direct and indirect cost of the work done for or performed by the City, including, but not limited to, the City's administrative costs.
- (b) Restoration; cost recovery. To recover its costs, the City will first draw on the security posted by the company and then recover the balance of the costs incurred from the company directly by written demand. This remedy is in addition to any other remedies available to the City.
- (c) Relocation initiated by company. The company shall give the City written notice before relocating its facilities. A company-initiated relocation shall be at the company's expense and must be approved in advance by the City. The approval shall not be unreasonably withheld.

- (d) Relocation required by City. The company shall promptly, without due regard for seasonal working conditions, at the company's expense, permanently relocate its facilities in the event that the City in writing requires the relocation.
- (e) Relocation where public ground vacated. The vacation of public ground does not deprive the company of the right to operate and maintain its facilities in the City. If the vacation proceedings as initiated by the City, or the company, the company shall pay the relocation costs.
- (f) Vacation. If the City vacates a right-of-way that contains the facilities of a company, the company's rights in the vacated right-of-way are governed by Minn. R. 7819.3200.

Section 7-77. – Indemnification. Company default.

- ~~(a) — Scope. The company shall indemnify, keep, and hold the City, its elected officials, officers, employees and agents free and harmless from any and all claims and actions on account of injury or death of persons or damage to property occasioned by the construction, installation, maintenance, repair, and removal, relocation, or operation of the facilities affecting public ground, unless the injury or damage is the result of the gross negligence of the City, its elected officials, employees, officers, or agents. The City will notify the company of claims or actions and provide a reasonable opportunity for the company to accept and undertake the defense.~~
- ~~(b) — Claim defense. If a claim or action is brought against the City under circumstances where indemnification applies, the company, at its sole expense, shall defend the period wherein the company is not prejudiced in the defense of the claim or action by lack of the notice. The company shall have complete control of the claim or action, but it may not settle without the consent of the City, which shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. In defending any action on behalf of the City, the company is entitled to assert every defense or immunity that the City could assert in its own behalf.~~
- ~~(c) — Insurance. The company shall provide liability and indemnity insurance listing the City as a coinsured as may be required by the City.~~
- (a) Notice. If the company is in default in the performance of the work or occupancy authorized by permit, including, but not limited to, restoration requirements after receiving written notice from the City of the default, the City may terminate the rights of the company under the permit, subject to the City's absolute right to revoke at any time in the exercise of the City's public safety powers. The notice of default shall be in writing and specify the provisions of the permit and or this section under which the default is claimed and state the grounds of the claim. The notice shall be served on the company by personally delivering it to an officer

thereof to its principal place of business in the state or by certified mail to that address within three business days of the decision to revoke.

- (b) City action on default. If the company is in default in the performance of the work or occupancy authorized by permit, the City may, after notice to the company as specified in subsection (a) of this section and failure of the company to sure in default, take such action as may be reasonably necessary to abate the condition caused by the default. The company shall reimburse the City for the City's reasonable costs, including costs of collection and attorney fees incurred as a result of the company default. The security posted under section 7-75 will be applied by the City first toward payment for such reimbursement.

Section 7-78. – ~~Right of way vegetation.~~ Idemnification.

~~Any vegetation outside of maintained grass shall not be planted within any City right of way, without a right of way permit approved by the City Administrator.~~

- (a) *Scope.* The company shall indemnify, keep, and hold the City, its elected officials, officers, employees and agents free and harmless from any and all claims and actions on account of injury or death of persons or damage to property occasioned by the construction, installation, maintenance, repair, and removal, relocation, or operation of the facilities affecting public ground, unless the injury or damage is the result of the gross negligence of the City, its elected officials, employees, officers, or agents. The City will notify the company of claims or actions and provide a reasonable opportunity for the company to accept and undertake the defense.
- (b) *Claim defense.* If a claim or action is brought against the City under circumstances where indemnification applies, the company, at its sole expense, shall defend the period wherein the company is not prejudiced in the defense of the claim or action by lack of the notice. The company shall have complete control of the claim or action, but it may not settle without the consent of the City, which shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. In defending any action on behalf of the City, the company is entitled to assert every defense or immunity that the City could assert in its own behalf.

Section 7-79. – ~~Other conditions.~~ Abandoned and unusable facilities.

- (a) ~~*Use of public ground.* Facilities shall be located, constructed, installed, maintained, or relocated so as not to endanger or unnecessarily interfere with the usual and customary traffic, travel, and other use of public ground. The facilities are subject to additional conditions of the permit, including, but not limited to, the right of inspection by the City at reasonable times and places; the obligation to relocate the facilities pursuant to section 7-75 and compliance with all applicable~~

regulations imposed by the Minnesota Public Utilities Commission and all other applicable laws and regulations.

- (b) ~~Location.~~ The facilities shall be placed in a location and in the manner as is designated in a permit by the City. The City may designate whether facilities shall be placed above ground or in subsurface conduits.
- (c) ~~Street improvements paving or resurfacing.~~ Upon request, the City will give the company notice of plans for street improvements where permanent paving or resurfacing is involved. The notice will contain:
 - (1) The nature and character of the improvements;
 - (2) The streets upon which the improvements are to be made
 - (3) The extent of the improvements and the approximate time when the City will start work; and
 - (4) If more than one street is involved, the sequence in which the work is to proceed.
- (d) ~~Company protection or facilities.~~ protection or facilities. The company shall take all reasonable measures to prevent its facilities from damage that could be inflicted on the facilities by persons, property or the elements. The company shall take all reasonable protective measures when the City performs work near the facilities.
- (e) ~~Guarding of obstruction or dangers.~~ If the company obstructs any public ground, the company shall keep such obstruction properly guarded at all times. From sunset to sunrise, all obstructions shall be guarded by a sufficient number of warning lights placed in such manner that they will give proper warning of such obstruction. The City may require any other restrictions or safety precautions as may be in the public interest.
- (f) ~~Prior service connections.~~ In cases where streets are at final width and grade and the City has installed to the property line abutting the streets prior to a permanent paving or resurfacing of the streets, and the facilities are located under the street a company may be required to install service connections prior to the paving or resurfacing, if it is apparent that service will be required during the five-year period following the paving or resurfacing.
- (g) ~~Existing facilities.~~ This article applies to all facilities including those already existing on, over, in, under, across, or along any public ground in the City as of the effective date of the ordinance from which this article is derived except those that are otherwise governed by state law granting exclusive jurisdiction to the state.

- (a) A company that has determined to discontinue all or a portion of its operations in the City must provide information satisfactory to the City that the company's obligations for its facilities in the right-of-way under this chapter have been lawfully assumed by another company.
- (b) Facilities of a company which fails to comply with subsection (a) of this section and which, for two years, remain unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to, abating the nuisance, taking possession of the facility and restoring it to a usable condition, or requiring removal of the facility by the company or by the company's surety.
- (c) Any company who has unusable facilities in any right-of-way shall remove it from the right-of-way during the next scheduled excavation, unless this requirement is waived by the City.

Section 7-80. – Right-of-way vegetation.

Any vegetation outside of maintained grass shall not be planted within any City right-of-way, without a right-of-way permit approved by the City Administrator.

Section 7-81. – Other obligations.

- (h) *Use of public ground.* Facilities shall be located, constructed, installed, maintained, or relocated so as not to endanger or unnecessarily interfere with the usual and customary traffic, travel, and other use of public ground. The facilities are subject to additional conditions of the permit, including, but not limited to, the right of inspection by the City at reasonable times and places; the obligation to relocate the facilities pursuant to section 7-75 and compliance with all applicable regulations imposed by the Minnesota Public Utilities Commission and all other applicable laws and regulations.
- (i) *Location.* The facilities shall be placed in a location and in the manner as is designated in a permit by the City. The City may designate whether facilities shall be placed above ground or in subsurface conduits.
- (j) *Street improvements paving or resurfacing.* Upon request, the City will give the company notice of plans for street improvements where permanent paving or resurfacing is involved. The notice will contain:
 - (1) The nature and character of the improvements;
 - (2) The streets upon which the improvements are to be made

- (3) The extent of the improvements and the approximate time when the City will start work; and
- (4) If more than one street is involved, the sequence in which the work is to proceed.
- (k) *Company protection or facilities.* protection or facilities. The company shall take all reasonable measures to prevent its facilities from damage that could be infected on the facilities by persons, property or the elements. The company shall take all reasonable protective measures when the City performs work near the facilities.
- (l) *Guarding of obstruction or dangers.* If the company obstructs any public ground, the company shall keep such obstruction properly guarded at all times. From sunset to sunrise, all obstructions shall be guarded by a sufficient number of warning lights placed in such manner that they will give proper warning of such obstruction. The City may require any other restrictions or safety precautions as may be in the public interest.
- (m) *Prior service connections.* In cases where streets are at final width and grade and the City has installed to the property line abutting the streets prior to a permanent paving or resurfacing of the streets, and the facilities are located under the street a company may be required to install service connections prior to the paving or resurfacing, if it is apparent that service will be required during the five-year period following the paving or resurfacing.
- (n) *Existing facilities.* This article applies to all facilities including those already existing on, over, in, under, across, or along any public ground in the City as of the effective date of the ordinance from which this article is derived except those that are otherwise governed by state law granting exclusive jurisdiction to the state.
- (o) *Compliance with other laws.* Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the city or other applicable rule, law or regulation. A company shall comply with all requirements of local, state and federal laws, including but not limited to Minn. Stat. §§ 216D.01-.09 (Gopher One Call Excavation Notice System) and Minn. R., ch. 7560. A company shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.
- (p) *Prohibited work.* Except in an emergency, and with the approval of the City, no right-of-way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

- (q) Interference with right-of-way. A permittee shall not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with city parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

- (r) Trenchless excavation. As a condition of all applicable permits, permittees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minn. Stat. ch. 216D and Minn. R., ch. 7560 and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the director.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publications as required by law.

Adopted by the City Council of the City of Maple Plain this ____ day of _____, 2025.

Julie Maas-Kusske, Mayor

ATTEST:

Jacob Kolander, City Administrator

Published in the _____ on _____, 2025.



Executive Summary

City Council Workshop

AGENDA ITEM:	Ordinance No. 338 – Amendment to Maple Plain City Code Chapter 1
PREPARED BY:	Jacob Kolander, City Administrator
RECOMMENDED ACTION:	Discussion

Summary:

This ordinance amendment introduces two new sections to Chapter 1 of the Maple Plain City Code:

1. **Section 1-19 – General Fee**
Establishes a default fee structure for permits when no specific fee is otherwise defined in the Code. This ensures consistency and clarity in fee application by referencing the City’s adopted fee schedule.
2. **Section 1-20 – Appeal Procedure**
Creates a standardized appeal process for individuals adversely affected by decisions or conditions imposed by City boards, departments, officers, or employees—where no other appeal process is specified. It outlines:
 - Filing requirements and deadlines
 - Scheduling and notification procedures
 - Hearing format and evidentiary standards
 - Council discretion in decision-making
 - Exceptions to the appeal process

Reasons for Recommendation:

- **Clarity and Consistency:** The general fee provision eliminates ambiguity when a permit fee is required but not explicitly listed.
- **Transparency and Fairness:** The appeal procedure provides a clear, accessible path for residents and applicants to challenge decisions, promoting procedural fairness.
- **Administrative Efficiency:** Codifying these processes reduces confusion and ensures uniform handling of fees and appeals across departments.

- **Legal Safeguards:** The exceptions clause protects the City from duplicative or inappropriate appeals, especially in legal proceedings or where other processes exist.

Policy Citations:

- **Maple Plain City Code Chapter 1 (Amended)**

This item is referred to the City Council for consideration and adoption at the next regular meeting.

ORDINANCE NO. 338

CITY OF MAPLE PLAIN

AN ORDINANCE AMENDING MAPLE PLAIN CITY CODE CHAPTER 1 ADDING GENERAL PERMIT FEE AND APPEAL PROCEDURE

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

SECTION 1. AMENDMENT. The Maple Plain City Code Chapter 1 is hereby amended as set forth below to add the underlined language as follows:

Section 1-19. – General fee.

Whenever in this Code or in any ordinance of the City a permit is required where no specific fee has been established, the fee shall be the general fee provided in the City fee schedule.

Section 1-20. – Appeal procedure.

- (a) *Appeals.* The appeal procedure set forth in this section shall be followed as specified by reference in the Code and shall be available to any person directly and adversely affected by the order or decision of, or the imposition of conditions by, a city board, department, officer, or employee where no other procedure is specified in this Code.
- (1) A person wishing to appeal shall file with the City Administrator a written request for a hearing within 14 days after receipt of notification of the activity on which the appeal is based. The request shall specify the order, decision, or condition being appealed, and the date notification was received.
 - (2) The request shall thereupon be scheduled on the agenda of the next regularly scheduled City Council meeting, unless the person appealing requests a hearing at the regularly scheduled City Council meeting to be held on a later date not more than 30 days from the filing of the appeal request.
 - (3) The City Council shall, upon receipt of the request, provide written notice of the time and place of the hearing to the requesting party.
 - (4) The City Council shall hear relevant testimony and receive relevant evidence offered by the person appealing and that which is offered by the person, board, or department whose action, order, or conditions prompted the appeal. As the trier of fact, the council or its designee shall make the determination of the relevancy of testimony or evidence.
 - (5) After considering all such evidence and testimony submitted and the report of the designee, if any, the City Council may order on the record such action as it, in its sole discretion, deems appropriate.

- (b) Exceptions. The provisions of this section shall not be available in the following circumstances:
- (1) Appeals resulting from the commencement of legal proceedings, whether civil or criminal.
 - (2) Where some other appeal procedure is specified in this Code.
 - (3) An appeal from the result of another appeal process set forth in this Code.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publications as required by law.

Adopted by the City Council of the City of Maple Plain this _____ day of _____, 2025.

Julie Maas-Kusske, Mayor

ATTEST:

Jacob Kolander, City Administrator

Published in the _____ on _____, 2025.



Executive Summary
City Council Workshop

AGENDA ITEM:	Ordinance No. 339 – Amendment to Driveway Design Standards and Fee References
PREPARED BY:	Jacob Kolander, City Administrator
RECOMMENDED ACTION:	Discussion

Summary:

This ordinance updates and clarifies the City’s driveway design standards and standardizes fee references across multiple code sections. Key changes include:

- **New Definitions:** Adds definitions for *Driveway* and *Parking Facility* to improve clarity and enforcement.
- **Design Standards:** Establishes a five-foot minimum setback for new driveways and curb cuts; requires permits and plan submissions for new, expanded, or reconstructed driveways.
- **Fee Reference Updates:** Replaces outdated language referencing fees set “by resolution” with standardized references to the **City fee schedule**.
- **Application Consistency:** Aligns application procedures and requirements across multiple zoning and permitting sections.

Ambiguities Addressed

The ordinance resolves several areas of ambiguity in the existing code:

1. **Undefined Terms:**
 - *Driveway* and *Parking Facility* were not previously defined, leading to inconsistent interpretation.
2. **Permit Requirements:**
 - Lack of clarity on when driveway permits were required and what documentation was necessary.
3. **Setback Standards:**
 - No minimum setback from property lines for driveways or curb cuts, risking encroachment and neighbor disputes.
4. **Application Procedures:**

- Inconsistent language across sections regarding what constitutes a complete application and what materials are required.

This item is referred to City Council for review and discussion, This particular item will require a Public Hearing before it can be approved at a Regular City Council Meeting.

ORDINANCE NO. 339

CITY OF MAPLE PLAIN

AN ORDINANCE AMENDING MAPLE PLAIN CITY CODE REGARDING
DRIVEWAY DESIGN STANDARDS AND FEES ESTABLISHED BY FEE SCHEDULE

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

SECTION 1. AMENDMENT. The Maple Plain City Code Section 10-453 is hereby amended as set forth below to add the underlined language as follows:

Section 10-453. – Definitions

Development means any manmade change or unimproved real estate, including, but not limited to, buildings and other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of materials or equipment.

Driveway means a path which provides local access to a building and is designed for and used by vehicles.

Outdoor storage/storage yards means an outside area where equipment, vehicles, trailers or material relating to the principal use of the parcel of land is stored. This includes semi-trucks and trailers. The stored items are not for sale or display but are used in the everyday operation of the principal use.

Parking facility means an outside area, designed and used for the storage of at least one automobile, which has adequate access to a street or alley.

SECTION 2. AMENDMENT. The Maple Plain City Code Section 10-635 is hereby amended as set forth below to delete the text in ~~strike through~~ and to add the underlined language as follows:

Section 10-635. – Design standards.

- (a) All off-street automobile parking facilities shall be designed with appropriate means of vehicular access to a street or alley as well as maneuvering areas. No driveway or curb cuts in any district shall exceed 25 feet in width. All newly constructed driveways or curb cuts shall have a five-foot minimum setback from the property line. A driveway permit is required for all newly constructed, expanded, or reconstructed driveways or curb cuts. An application hereunder shall be filed with the City Administrator upon an official application form. The

application shall be accompanied by a fee established in the City fee schedule
~~and detailed plans and detailed plans shall be submitted to the proper official for approval for all curb cuts or driveway openings before a permit may be obtained therefor.~~

- (b) Parking areas shall be paved with an asphaltic or concrete surfacing, afford adequate drainage, and shall have bumper guards where needed.
- (c) Parking areas shall be used for parking only and no sales, dead storage, repair work, dismantling, or servicing of any kind shall be permitted in the areas.
- (d) If lighting is provided, it shall be arranged to reflect away from any residences and also from any public street or highway.
- (e) Except in the case of single-family, two-family, and townhouse dwellings, parking areas shall be designed so that circulation between parking bays or aisles occurs within the designated parking lot and does not depend upon a public street.
- (f) All open commercial and industrial off-street parking areas shall not be located in any open space established to separate or buffer the parking area from abutting residential districts.
- ~~(g) — Where parking space cannot be reasonably provided on the same lot with the principal use, the Council may permit the space to be located on other off-street property in a similar or heavier zoning category, located within 500 feet of the permitted use, measured along lines of public access.~~
- ~~(h)~~(g) For any and all use of structures not specifically provided for, the parking spaces as the City Council shall determine to be necessary shall be required, considering all the parking generating factors involved.

SECTION 3. AMENDMENT. The Maple Plain City Code Chapter 10 Article 3 is hereby amended as set forth below to delete the text in ~~strike through~~ and to add the underlined language as follows:

Section 10-416. – General requirements; definitions.

- (h) *Minor subdivision (conveyance by metes and bounds).*

- (3) *Application requirements.* A request for a minor subdivision shall be filed with the City Administrator or Planner on an official application form. The application shall be accompanied by a fee established ~~by resolution of the City Council~~ in the City fee schedule. The application shall also be accompanied

by detailed written and graphic materials, the number and size as prescribed by the City Planner, fully explaining the purpose of the proposal, and including any proposed development and use.

SECTION 4. AMENDMENT. The Maple Plain City Code Chapter 10, Article 4 is hereby amended as set forth below to delete the text in ~~strike through~~ and to add the underlined language as follows:

Section 10-479. – Intent and procedure.

- (c) *Application requirements.* A site plan application shall be filed with the City Administrator or Planner on an official application form. The application shall be accompanied by a fee established ~~by resolution by the City Council~~ in the City fee schedule. The application shall also be accompanied by detailed written and graphic materials, the number and size as prescribed by the Planner, fully describing the proposed site plan and improvements, together with a set of mailing labels of all property owners located within 350 feet of the site in a format prescribed by the City Planner. The application shall be considered as being officially submitted and complete when the applicant has complied with all the specified submittal requirements, as described in this section.

Section 10-480. – Variance; appeals.

- (e) *Application requirements.* A variance and/or appeal application shall be filed with the City Administrator on an official application form provided by the City. The following appeal shall be filed not later than 30 days after the applicant has received a written notice from the Zoning Administrator or the appeal shall be considered void. The application shall be accompanied by a fee established ~~by resolution by the City Council~~ in the City fee schedule. The application shall also be accompanied by detailed written and graphic materials, the number and size as prescribed by the Administrator, fully describing the proposed request. For variances requiring site improvements of any kind, a full set of plans following section 10-479 shall be submitted as part of the review process. The applicant shall also submit a set of mailing labels of all property owners located within 350 feet of the site in a format prescribed by the Administrator. The application shall be considered as being officially submitted and complete when the applicant has complied with all the specified submittal requirements, as described in this section.

Section 10-481. – Amendments; rezoning.

- (c) *Application requirements.* A text amendment or map rezoning application shall be filed with the City Administrator or Planner on an official application form. The application shall be accompanied by a fee established ~~by resolution by the City Council~~ in the City fee schedule. The application shall also be accompanied by detailed written and graphic materials, the number and size as prescribed by the City Planner, fully describing the amendment, together with a set of mailing labels of all property owners located within 350 feet of the site in a format prescribed by the City Planner. The application shall be considered as being officially submitted and complete when the applicant has complied with all the specified submittal requirements, as described in this section.

Section 10-482. – Conditional use permits.

- (e) *Application requirements.* A request for a conditional use permit shall be filed with the City Administrator or Planner on an official application form. The application shall be accompanied by a fee established ~~by resolution by the City Council~~ in the City fee schedule. The application shall also be accompanied by detailed written and graphic materials, the number and size as prescribed by the City Planner, fully explaining the purpose of the proposal, and including any proposed development. For conditional use permits requiring site improvements of any kind, a full set of plans following section 10-479 shall be submitted as part of the review process. The applicant shall also submit a set of mailing labels of all property owners located within 350 feet of the site in a format prescribed by the Planner. The application shall be considered as being officially submitted and complete when the applicant has complied with all the specified submittal requirements, as described in this section.

Section 10-546. – Planned unit developments.

- (d) *Stage review process.*

- (2) *General plan.* Upon completion of the sketch plan, the applicant may then proceed to a general plan of development for consideration by the Planning Commission and City Council.

- g *Application requirements.* An application shall be filed with the City Administrator or Planner on an official application form. The application shall be accompanied by a fee established ~~by resolution by the City Council~~ in the City fee schedule. The application shall also be accompanied by detailed written and graphic materials, the number and size as prescribed by the City Planner, fully describing the proposed PUD. A set of mailing labels of all property owners located within 350 feet of the site shall be provided for the public hearing. The application shall be considered as being officially submitted and complete when the applicant has complied with all the specified submittal requirements, as described in this section.

Section 10-602. – General fencing, screening, landscaping, and storage.

(b) *Fencing.*

A ~~zoning fence~~ permit is required for all residential fences within the City. A zoning permit is required for all commercial fences within the City. A building permit and other applicable permits will be required in addition to ~~the~~ a fence/zoning permit for fences greater than six feet in height. An application for a permit hereunder shall be filed with the City Administrator upon an application form furnished by the City. The permit fee shall be in an amount established ~~by City Council resolution~~ in the City fee schedule.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publications as required by law.

Adopted by the City Council of the City of Maple Plain this ____ day of _____,
2025.

ATTEST:

Julie Maas-Kusske, Mayor

Jacob Kolander, City Administrator

Published in the _____ on _____, 2025.



Executive Summary

City Council Workshop

AGENDA ITEM:	Ordinance No. 340 – Amendment to Chapter 5, Article 3 of the Maple Plain City Code
PREPARED BY:	Jacob Kolander, City Administrator
RECOMMENDED ACTION:	Discussion

Summary:

This ordinance replaces Chapter 5, Article 3 in its entirety to improve clarity, update references, and establish escrow requirements for grading and drainage-related permits. Key changes include:

- **Clarified Permit Requirements:**
 - Requires a **special use permit** for grading, filling, or excavating that alters ground contours or drainage.
 - Defines “substantial alteration” as movement of more than 25 cubic yards or changes of two feet or more in elevation.
- **Updated Plan Requirements:**
 - Requires submission of a **grading or erosion and sedimentation control plan** consistent with MPCA Best Management Practices.
- **Fee and Escrow Requirements:**
 - Adds a requirement for applicants to pay a **permit fee** as established in the City fee schedule.
 - Introduces a new **financial security (escrow)** provision to ensure completion of approved grading or erosion control work.
- **Corrected Code References:**
 - Updates outdated references to **Chapter 4, Article II** with correct citations to **Chapter 3, Article 2**.
- **Reorganized Sections:**
 - Renumbers and reorganizes sections for better flow and clarity (e.g., Section 5-54 becomes 5-55, etc.).

Ambiguities Addressed

The ordinance resolves several areas of ambiguity in the previous code:

1. **Unclear Permit Thresholds:**
 - Prior language did not define what constituted “substantial alteration,” making enforcement inconsistent.
2. **Missing Escrow Requirements:**
 - No prior requirement for financial security to ensure completion of grading or erosion control work.
3. **Outdated Code References:**
 - Incorrect citations to other chapters created confusion for applicants and staff.
4. **Fee Language:**
 - Previous language lacked clarity on how fees were determined and where they were documented.
5. **Responsibility for Costs:**
 - Removed vague language about cost responsibility and replaced it with a clear escrow mechanism.

This item is referred to the City Council for consideration and adoption at the next regular meeting.

ORDINANCE NO. 340

CITY OF MAPLE PLAIN

AN ORDINANCE AMENDING MAPLE PLAIN CITY CODE CHAPTER 5, ARTICLE 3 TO REFER TO APPROPRIATE SECTIONS AND REQUIRE ESCROW

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

SECTION 1. AMENDMENT. The Maple Plain City Code Chapter 5 Article 3 is hereby replaced in its entirety as follows:

Section 5-53. – Special use permit required.

- (a) No person shall, without first obtaining a special use permit, grade, fill, or excavate property within the City which would result in substantial alteration of the existing ground contour or which would change the existing drainage; or which would cause flooding or erosion or which would deprive an adjoining property owner of said property owner's lateral support; or which would remove or destroy present ground cover. Fill shall not alter the contour of the land or the drainage.
- (b) Substantial alteration of the existing ground contour shall be defined as the extraction, grading, or filling of land involving movement of earth and materials in excess of 25 cubic yards or to a height of two or more feet.
- (c) ~~For substantial alterations, a~~ A grading plan, or an erosion and sedimentation control plan consistent with the methods and best management practices described in the Minnesota Pollution Control Agency's Best Management Practices Handbook must be submitted to the Planning Commission for review and approval by the City prior to the issuance of a building or special use permit.
- (d) A special use permit for grading, filling, or excavating shall be limited to a period of six months after issuance, with the possibility for an extension of up to three months.
- (e) All fill shall be "clean fill" as defined in the Uniform Building Code and Chapter 3, Article 2~~chapter 4, article II.~~
- (f) No person shall divert surface water or sump pump discharge from said person's property in such a manner as to cause it to flow onto adjacent property.
- (g) Construction or work within the City that is performed in conjunction with the issuance of a valid building permit shall conform to the requirements of construction as outlined in chapter 4, article II.

- (h) Any person having been found to be in violation of the above provisions shall be required to perform whatever work is necessary to remedy the violation under the direction of the appropriate City staff person.
- (i) The person seeking a permit shall be required to pay a fee in an amount established in the City fee schedule.

~~All costs, including any administration or professional costs required by the City, relating to any of the above provisions, shall be borne by the applicant or the person found to be in violation.~~

Section 5-54. – Financial securities.

- (a) An applicant for a permit under this article shall provide security for the performance of the work described and delineated on the approved grading plan or on the approved erosion and sedimentation control plan in an amount deemed necessary by the City given the nature of the site, the work to be done, and the public interest to be protected.
- (b) The form of security shall be a deposit, either with the city or a responsible escrow agent or trust company at the option of the City, of money, negotiable bonds of the kind approved for securing deposits of public monies, or other instruments of credit from one or more financial institutions subject to regulation by the state or federal government where the financial institution pledges funds are on deposit and guaranteed for payment.

Section 5-5455. – Correction of drainage.

In residential areas where drainage problems exist, a majority of the affected property owners may petition the City Council for corrective action. Upon receipt of the petition, the City Engineer shall make a survey and prepare a plan and cost estimate and submit it to the Council. If the Council determines that the plan is feasible and necessary, it shall order the project completed and the entire cost, including engineering and administrative costs assessed against the benefitted property in accordance with state statutes and the codes and the regulations of the City.

Section 5-5556. – Code requirements.

All new residential construction shall conform to the requirements outlined in this article and shall conform to the requirements of Chapter 3, Article 2~~chapter 4, article ii.~~

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publications as required by law.

Adopted by the City Council of the City of Maple Plain this _____ day of _____,
2025.

Julie Maas-Kusske, Mayor

ATTEST:

Jacob Kolander, City Administrator

Published in the _____ on _____, 2025.