



CITY COUNCIL MEETING AGENDA
REGULAR MEETING
TUESDAY, JUNE 28, 2016

CITY COUNCIL MEETING TIME: 7:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. ****Consent Agenda****

All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Approval of City Council minutes from the June 14, 2016 City Council Meeting.
 - b. Approval of Accounts Payable; Checks numbered 16220 and 16242-16274.
 - For Information - Checks numbered 16221-16241 are Payroll Checks.
 - Check numbered 16219 was approved on June 14 with the Accounts Payable.
 - c. **RESOLUTION 16-0628-01** – Revised resolution approving a minor subdivision of property owned by Jerry Wise into two lots – revised from the June 14, 2016 City Council Meeting.
 - d. Approval of the 2016 Primary Election Judges.
 - e. **RESOLUTION 16-0628-02** – Establishing a Policy for the Council Member Technology Stipend.
 - f. Approval of Large Assembly Permit as Follows:
 - Wedding Celebration on the property Located at 4720 South Lake Sarah Drive – August 20, 2016
5. Set Agenda – Anyone Not On The Agenda Can Be Placed Under Open/Misc.
 6. Reports of Boards and Committees by Council and Staff.
 7. Director Gary Kroells, West Hennepin Public Safety - Activity Report for the Month of May, 2016.

8. Hennepin County Assessors Agreement – Consideration to Approve Agreement for Assessment Services.
9. Joint Powers Agreement with the City of Greenfield – Consideration to Approve JPA to Memorialize Certain Maintenance Activities on Lake Sarah.
10. Consideration of Approving Lowest Quote for 2016 Seal Coat Project:
 - a. **RESOLUTION 16-0628-03** – Approving the lowest quotation for the 2016 Seal Coat Project which includes Independence and Hillstrom Roads
11. Open/Misc.
12. Adjourn.

MINUTES OF A REGULAR MEETING OF THE
INDEPENDENCE CITY COUNCIL
TUESDAY, JUNE 14, 2016 -7:30 P.M.

1. CALL TO ORDER.

Pursuant to due call and notice thereof, a regular meeting of the Independence City Council was called to order by Mayor Marvin Johnson at 7:30 p.m.

2. PLEDGE OF ALLEGIANCE.

Mayor Johnson led the group in the Pledge of Allegiance.

3. ROLL CALL

PRESENT: Mayor Johnson and Councilors Betts and Grotting

ABSENT: Councilors McCoy and Spencer

STAFF: City Planner & City Administrator Mark Kaltsas, City Administrative Assistant Horner, City Attorney Vose

VISITORS: Jay Fogelson, Lynda Franklin

4. ****Consent Agenda****

All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Approval of City Council minutes from the May 24, 2016 City Council Meeting.
- b. Approval of City Council minutes from the May 19, 2016 City Council Workshop.
- c. Approval of Accounts Payable; Checks Numbered 16174-16209 and 16219
 - a. For Information - Checks Numbered 16210-16218 are Payroll Checks.
- d. Approval of Sanitary Sewer and Lift Station Easement Agreement for Brown/Jacobsen.
- e. Approval of Time Extension Request to Record Minor Subdivision of the Property Located at 6485 Fogelman Road.

Motion by Betts, second by Grotting to approve Consent Agenda. Ayes: Johnson, Betts and Grotting. Nays: None. Absent: McCoy and Spencer. MOTION DECLARED CARRIED.

5. SET AGENDA – ANYONE NOT ON THE AGENDA CAN BE PLACED UNDER OPEN/MISC.

6. REPORTS OF BOARDS & COMMITTEES BY COUNCIL AND STAFF

Spencer attended the following meetings:

Grotting attended the following meetings:

- Planning Commission Meeting
- LMCC Meeting
- Highway 12 Coalition Meeting

- Scott Fix funeral

McCoy attended the following meetings:

Betts attended the following meetings:

- Highway 12 Press Conference at MPFC
- Fire Commission Meeting
- Highway 12 Coalition Meeting
- West Hennepin Chamber of Commerce Meeting

Johnson attended the following meetings:

- Scholarship Presentation at Orono High School
- Haven Homes Advisory Committee Meeting
- Two Northwest League of Cities Meetings
- Gillespie Center Volunteer Appreciation Luncheon
- Westonka Historical Society Meeting
- Police Commission Meeting
- Community Action Partnership Meeting
- Suburban Hennepin County Finance Committee Meeting
- City Council Work Session
- Orono Healthy Youth Meeting
- Land Use Advisory Committee Meeting
- Lake Independence Association Annual Meeting
- Highway 12 Press Conference at MPFC
- Sensible Land Use Coalition Meeting
- Senior Community Services Board Meeting
- Community Action Partnership Suburban Hennepin County Board Meeting
- American Legion Memorial Day program at Lewis Cemetery
- Orono High School Senior Scholarship Breakfast
- Fire Commission Meeting
- Maas-Kusske Eagle Scout presentation
- NLC mosquito webinar
- League of Minnesota Cities nominating committee phone conference
- Orono graduation
- Gene Ahlstrom funeral
- Wheelock Whitney funeral
- League of Minnesota Cities conference

Horner attended the following meetings:

- T.E.P. meeting
- West Hennepin Chamber of Commerce Meeting

Kaltsas attended the following meetings:

7. JAY FOGELSON (APPLICANT/OWNER) REQUEST THAT THE CITY CONSIDER THE FOLLOWING ACTION FOR THE PROPERTY LOCATED AT 4618 SOUTH LAKE SARAH DRIVE, INDEPENDENCE, MN (PID NO. 02-118-24-21-0005):

- a. **RESOLUTION 16-0614-01** – Approving a variance to allow a reduced side yard setback on the west side of the property which would permit a deck addition.

Kaltsas said this was coming from the Planning Commission. The City granted a variance for this property in 2008 to allow the expansion of the existing home on the property. The variance that was previously granted, allowed the expansion of the home along the west property line, utilizing the existing 3.4 foot setback. The variance allowed the expansion of the home up, allowing a second story, and out (to the north) for additional space. Those improvements were made to the home in 2014 and now the applicant would like to expand the home again.

The applicant would like the City to consider granting two variances to the property. The first variance requested would allow the construction of deck to the north of the home (lakeside) utilizing the existing setback of approximately 3.4 feet from the west property line. The deck is proposed to be constructed in line with the existing west wall of the home. The home and proposed deck are setback a significant distance from the OHWL and would not encroach into the shore land setback.

He said the second variance requested is to allow the expansion of the house and garage towards the east property line. The applicant would like to expand the house and replace the existing garage. The applicant is proposing to expand the house and garage by constructing a connected garage and addition between the existing home and new garage. The applicant is proposing to utilize the “east line” of the existing detached garage as the setback for the new structure. The proposed setback would be 1’-2” from the east property line. The current detached garage is setback approximately 1’-10” from the east property line.

The subject property is considered a substandard lot of record in accordance with the City’s Shoreland Ordinance Section 505.15.

505.15. Substandard lots. Lots of record in the office of the county register of deeds or registrar of titles prior to December 1, 1982, which do not meet the requirements of this section 505, may be allowed as building sites provided:

- (a) such use is permitted in the zoning district;*
- (b) the lot of record is in separate ownership from abutting lands, and can meet or exceed 60% of the lot area and setback requirements of this section; and*
- (c) all requirements of section 705 of this code regarding individual sewage treatment systems are complied with.*

Setbacks for properties located in the shore land ordinance are as follows:

There are several factors to consider relating to granting a variance. The City’s ordinance has established criteria for consideration in granting a variance.

520.21. Standards for granting variances. Subdivision 1. The City Council may grant a variance from the terms of this zoning code, including restrictions placed on nonconformities, in cases where: 1) the variance is in harmony with the general purposes and intent of this zoning code; 2) the variance is consistent with the comprehensive plan; and 3) the applicant establishes that there are practical difficulties in complying with the zoning code (Amended, Ord. 2011-08)

Subd. 2. An applicant for a variance must demonstrate that there are practical difficulties in complying with the zoning code. For such purposes, “practical difficulties” means:

- (a) The property owner proposes to use the property in a reasonable manner not permitted by the zoning code;*
- (b) the plight of the property owner is due to circumstances unique to the property not created by the landowner;*
- (c) the variance, if granted, will not alter the essential character of the locality.*

Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. (Amended, Ord. 2011-08)

Subd. 3. The City Council shall not grant a variance to permit a use that is not allowed under the zoning code based on the zoning classification of the affected property. (Amended, Ord. 2011-08)

520.23. Conditions and restrictions. The board of adjustments may recommend and the City Council may impose conditions on a variance. Conditions must be directly related to and must bear a rough proportionality to the impact created by the variance. (Amended, Ord. 2011-08)

Consideration of the criteria for granting a variance:

- a. Residential use of the property is consistent with the Rural Residential District. The applicants are seeking a variance that exceeds the typical setback granted for properties in this area.
- b. Each property in this area is non-conforming and can require relief from certain setbacks. The City will need to determine if the requested variance is unique to this property.
- c. The character of the surrounding area is residential. The proposed single family home is in keeping with the City’s comprehensive plan.

The Planning Commission will need to determine if the requested variance meets the requirements for granting a variance. Several additional considerations that could be considered are as follows:

1. This lot was developed prior to the establishment of the setbacks in the current ordinance being adopted.
2. The adjacent property to the west received a variance to allow an addition (attached garage and bonus room) that has an 8 foot setback (10 foot variance) from the side yard setback.
3. The property to the east appears to meet the side yard setback of 18 feet.
4. The applicant currently has access to the lakeside of the home via an opening between the existing home and detached garage. This access is approximately 20 feet in width and allows for an open (non-covered) access to the remainder of the property. The proposed addition would significantly restrict access to the remainder of the property and would make it difficult to maintain the proposed structure or property from the applicant’s property without encroaching onto the neighbor’s property.

5. The building code requires a minimum of a 5 foot separation between a building and a property line (without making more onerous fire preventive building improvements). Based on this separation, the proposed building would potentially restrict the development of the adjacent property due to the limited setback.
6. The proposed configuration does not appear to be the only layout that could accommodate the applicants proposed improvements. It is possible that the garage addition could be shifted to the west to provide for a greater setback along the east property line. The City could consider requiring an increased setback along one side of the property to maintain a reasonable access to the lakeshore property.
7. The existing detached garage is located approximately 1'-10" from the east property line and can remain in its current location. The applicant could connect the existing detached garage to the existing home as long as all applicable setbacks are maintained. It appears that this connection would be possible without any variances. If this were to occur, the access to the back (lakeshore) property would be restricted.
8. The applicant will need to provide the City with an actual impervious surface calculation.
9. The applicant will need to provide the City with an engineered grading plan that depicts how the property will be graded so that no water is discharged onto the neighboring properties.
10. The home is connected to City sewer.

Staff is seeking direction and feedback from the Planning Commission relating to the proposed addition and requested variances. The variance along the west property line to allow the construction of the deck is consistent with the previously granted variance. The proposed expansion of the house and garage to the east will limit access to the lakeshore property and will make it difficult to maintain the new structure. The City has typically considered granting variances for non-conforming properties in this area. The City will need to determine if there is a hardship that warrants the requested variance and determine what a reasonable setback would be for the proposed expansion.

Kaltsas noted the City received comments from the neighboring property owner to the east. He stated that he was concerned with the proximity of proposed addition and spoke to that point at the public hearing. He was concerned that the close proximity of the proposed addition would negatively impact his property. He was also concerned with the impact to his property during construction noting that the proposed addition could not be constructed without construction encroaching onto his property. He recommended that the City consider an increased setback from the east property line.

Kaltsas said the Commissioners discussed the requested variance and asked questions of staff and the applicant. Commissioners asked staff if the fire code stipulated any setback requirements that should be noted. Staff discussed that the building code has a minimum setback requirement of 5 feet from a property line. Commissioners expressed concerns relating to the close proximity of the proposed addition on the east side of the property. Commissioners asked how the addition could be maintained without having to go on the neighboring property. Commissioners also discussed that the proposed addition would limit access to the rear of the property. Planning Commissioners discussed whether or not the addition could be located further to the west to provide for a larger setback. The applicant stated that moving the addition to the west would encroach on the front door of the home. Commissioners believed that the proposed addition to the east could not be

recommended for approval as proposed and asked the applicant to consider revising the plans and coming back with a proposal that addressed their concerns. Commissioners asked if they could separate the request and did recommend approval of the variance on the west property line to allow the construction of the proposed deck. The applicant will be bringing back a revised plan at the next Planning Commission Meeting for further review and consideration by the Planning Commission.

The Planning Commission recommended approval of the requested variance to allow a 3'-4" setback on the west property to allow the construction of the proposed deck with the following findings and conditions:

1. The proposed Variance request meets all applicable conditions and restrictions stated in Chapter V, Section 520.19, Procedures on variances, in the City of Independence Zoning Ordinance.
2. The variance allows allow a 3'-4" setback on the west property line to allow the construction of the proposed deck. Any changes to the configuration of the deck as proposed or future expansion will require City Council approval through the variance review process.
3. The total impervious surface coverage for this property will not exceed 25% of the total lot area. The Applicant shall submit a survey which provides impervious surface calculations to the City.
4. The Applicant shall pay for all costs associated with the City's review of the requested variance.
5. Any future improvements made to this property will need to be in compliance with all applicable standards relating to the Rural Residential and Shoreland Overlay zoning districts.

Betts asked about the neighbors and any comments. Kaltsas said there were not any comments relating to the deck. He noted that the original variance for that had expired and the applicants came back with revisions. He said the neighbors on the east side are not in favor of the expansion as proposed.

Johnson asked if this was a special resolution. Kaltsas confirmed this was just a resolution for the deck. Vose agreed and said that for the second request the sixty day rule would be applied. Vose noted the applicant is agreeable to a sixty day extension if needed for the second request.

Motion by Johnson, second by Betts to approve Resolution 16-0614-01. Ayes: Johnson, Betts and Grotting. Nays: None. Absent: McCoy and Spencer. MOTION DECLARED CARRIED.

8. GERALD AND CHERYL WISE (APPLICANTS/OWNERS) REQUESTS THAT THE CITY CONSIDER THE FOLLOWING ACTIONS FOR THE PROPERTY IDENTIFIED AS PID NO. 11-118-24-22-0003 IN INDEPENDENCE, MN:
 - a. **ORDINANCE 2016-07** – Approving the rezoning of the subject property from AG-Agriculture to RR- Rural Residential.
 - b. **RESOLUTION 16-0614-01** – Approving a minor subdivision to allow the subdivision of property into two lots.

This property is zoned AG-Agriculture, but guided RR-Rural Residential in the City's Comprehensive Plan. The applicant is seeking rezoning of the property to Rural Residential which would then allow the subject property to be subdivided. The City allows the subdivision of property in the rural residential zoning district in accordance with the requirements in the City's zoning ordinance. Kaltsas noted this rezoning is in accordance with the comprehensive plan.

Kaltsas said the City allows the subdivision of property in the rural residential zoning district if it can be shown to meet all applicable criteria of the ordinance. Based on the rural residential lot provisions, the maximum number of lots this property could yield would be four (4). This number is only possible if all applicable requirements were met. It is not anticipated that this property could realize the maximum number of lots due to the unique topography and wetlands. One factor that was considered in reviewing the subdivision is the location of the wetlands on the property. The wetlands cover approximately one-half of this property in a manner that appears to limit the future development potential. The City's applicable standards are further defined as follows:

Subd. 3. Density. Lots of record in the rural residential district may be divided or subdivided into the following maximum number of lots, said maximum number to include the lot for any existing dwelling unit or other principal use: (Amended, Ord. 2010-01)

<u>Area of Lot of Record</u>	<u>Maximum Number of Lots Permitted</u>
7.5 acres or less	One
7.6 through 12.5 acres	Two
12.6 through 17.5 acres	Three
17.6 through 22.5 acres	Four
22.6 through 27.5 acres	Five
27.6 through 32.5 acres	Six
32.6 through 37.5 acres	Seven
37.6 through 42.5 acres	Eight
42.6 through 47.5 acres	Nine, plus one addn. lot for every five addn. acres of land.

In addition to the maximum lot density, the City has the following standards pertaining to Rural Residential lots.

530.03. Physical Standards.

Subd. 3. Physical standards. All lots and construction thereon must meet the following physical standards:

- (a) Minimum lot area ^a 2.50 acres buildable land
- (b) Maximum lot area 10 acres
- (c) *Minimum lot frontage on an improved public road or street:*

<u>Lot area</u>	<u>Minimum frontage</u>
2.50 – 3.49 acres	^b 200 feet
3.50 – 4.99 acres	^b 250 feet
5.00 – 10.00 acres	^b 300 feet

(e) Lot depth. *The ratio of lot frontage to lot depth must be no more than 1:4.*

^a *A lot must be a minimum of 2.50 acres buildable land with a demonstrated capability to accommodate two on-site waste disposal systems. Buildable land must be contiguous and not separated by streams, wetlands, slopes in excess of 10% or other physical impediments.*

^b A waiver to permit lots with reduced frontage on a public right-of-way, neck lots or lots with no frontage on a public right-of-way but with frontage on a common driveway may be considered and granted or not granted. If granted, evidence must be provided that all standards established and defined in Section 510.05, Subdivision 20 of this zoning code are met: (Amended, Ord. 2010-06)

A more detailed breakdown of the proposed individual lots is as follows:

<u>Lot No.</u>	<u>Gross Acres</u>	<u>Upland Acreage</u>	<u>Frontage</u>	<u>Lot Frontage/Depth</u>
East Parcel	14.91 acres	3.96 acres	300.00 LF	1:4
West Parcel	5.02 acres	2.52 acres	361.04 LF	1:2

The proposed subdivision would create two new lots. The applicant has worked to develop the property in a manner that would respect the natural topography and wetlands and capture the best building site locations. The applicant considered a split of the property that would have created two nearly equal lots, but that configuration would impact potential views and usability of the east lot. The proposed configuration seems to provide for two lots that have good building sites and clean lot lines.

Access to both lots would be from CSAH 11. The County has reviewed the requested subdivision and provided the City with several comments. The applicant will need to comply with all applicable County comments. The County commented on the following aspects of the development:

1. There is an existing access to the property along the western property line. The County does not believe that this location has suitable site lines and is requesting that the applicant consider a shared driveway near the proposed division line between the east and west parcels.
2. The County is requesting an additional 17 feet of right of way for future trail and road expansion. This has been a consistent request from all properties and subdivisions along CSAH 11.
3. The County is requesting a drainage and utility easement from the existing 24” culvert beneath CSAH 11 to the wetlands.

Both lots will need to provide the requisite ten (10) foot perimeter drainage and utility easements as required by ordinance (Section 500.15, Subd.’s 1 and 2). The proposed development does not trigger the City’s stormwater management requirements because there will not be an increase in new impervious surface.

The newly created lot will be required to pay the City’s requisite park dedication fee. The requisite park dedication fee is as follows:

<u>Lot No.</u>	<u>Gross Acres</u>	<u>Park Dedication Amount</u>
East Parcel	14.91	Existing Parcel
West Parcel	5.02 acres	\$4,250

The total park dedication fee collected will be \$4,250. The park dedication fees will need to be paid prior to the City recording the subdivision.

Park dedication fee of \$3,500 per lot up to 4.99 acres,

plus \$750 per acre for each acre over 5 acres

Other Considerations:

1. The property is guided rural residential by the City's Comprehensive Plan. The proposed rezoning and subdivision is keeping with the intent and guidance provided by the Comprehensive Plan.
2. The applicant provided the City with the requisite percolation tests verifying that each lot can accommodate a primary and secondary septic site.
3. The applicant has prepared a wetland delineation for this property. All wetlands and their requisite buffers will need to be located within the drainage and utility easements.
4. The applicant is not proposing any additional public infrastructure as a result of this subdivision. The individual lots will be required to apply for and be granted a grading permit at the time of building permit application. At that time the City will review the individual lot grading

Kaltsas said the proposed rezoning and subdivision of this property appears to be in keeping with the vision of the comprehensive plan and with the character of the surrounding properties. The proposed lots conform to all applicable criteria for rural residential lots. Given the extensive wetlands on the property and its proximity to adjacent geographic features as well as the surrounding properties, there does not appear to be anything that the City would be preventing for future development. The proposed subdivision meets all of the applicable standards of the City's zoning and subdivision ordinance. Kaltsas said the City has not received any written or verbal comments regarding the proposed subdivision to permit a rural view lot.

Kaltsas said the Commissioners discussed the request and noted that the proposed subdivision appeared to meet applicable criteria. Commissioners recommended approval of the proposed rezoning and minor subdivision to the City Council.

Kaltsas said the Planning Commission recommended approval to the City Council, of the requested Rezoning and Minor Subdivision, with the following findings and conditions:

1. The proposed Rezoning and Minor Subdivision meets all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning and Subdivision Ordinance.
2. City Council approval of the Minor Subdivision is subject to the following:
 - a. The Applicant shall address all comments and applicable requirements pertaining to the proposed subdivision.
 - b. The Applicant shall make all revisions requested in the staff report, by the Planning Commission and City Council.
 - c. The applicant shall comply with all applicable Hennepin County transportation review comments and requirements.
 - d. The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.

3. The Applicant shall pay the park dedication fees in the amount of \$4,250.
4. The Applicant shall pay for all costs associated with the City's review of the rezoning and minor subdivision.
5. The Applicant shall record the minor subdivision within six (6) months from the date of the City Council approval.
 - e. The applicant shall provide the City with all requisite drainage and utility easements. If a shared driveway is provided, the applicable easements shall be drafted and recorded as a part of the minor subdivision.

Johnson asked about the park dedication fee and said that is seemed steep for the little bit of acreage. Kaltsas said it was consistent to how it is applied. Betts said the wetland percentage was figured at a different percentage historically. Kaltsas said he would review the numbers. Vose stated it could be passed with item number three stating the park dedication fee would dictated by city code.

Motion by Grotting, second by Betts to approve Ordinance 2016-07 Rezoning Property from Ag to RR. Ayes: Johnson, Betts and Grotting. Nays: None. Absent: McCoy and Spencer. MOTION DECLARED CARRIED.

There was discussion around shared driveways and access to the property. Vose said the County can limit access as it is a county road but we may reach out to them with comments. He said the city may impose restrictions and allow only one access as part of the subdivision ruling. Betts asked if the county came out to look at the site lines in regards to a shared driveway. Kaltsas said they thought the driveway could line up with the driveway across the street. He noted the culvert is low so they would need to extend the culvert and build up. Betts noted it could become an issue for the applicant if we required a shared driveway. Betts said since the County approved two different access points maybe the Council should go with that recommendation. Kaltsas said it does make sense to have the second driveway as long as the County allows it. Grotting asked if they could write in a requirement so that the driveway was elevated a bit to allow for better site lines onto County Road 11. Vose said it would be 2c and would state that if a shared driveway is planned it would require the easements to be followed as well as specific grading. Johnson asked if they should draft another resolution to be approved on the Consent Agenda.

Motion by Grotting, second by Betts to have Staff rewrite Resolution 16-0614-02 with suggested changes and put on the Consent Agenda at the next Council meeting. Ayes: Johnson, Betts and Grotting. Nays: None. Absent: McCoy and Spencer. MOTION DECLARED CARRIED.

9. ELECTRONIC CITY COUNCIL PACKETS – DISCUSSION ON PAPER PACKET REPLACEMENT

Betts stated she likes the electronic packets. Kaltsas said they could discuss further at a work session if need be as two council members are not present for the discussion tonight. Johnson joked that he did not object to the idea but he may have to go back to school to utilize it. Kaltsas noted Dropbox would be necessary for larger meetings that would be too big of a file to send via email.

10. OPEN/MISC.

Johnson asked about the agenda for the next meeting. Kaltsas said it was very light agenda. Johnson said he will be at a National League of Cities steering committee meeting in Kansas City. Kaltsas said he would let everyone know if there are plans to cancel the next meeting.

11. ADJOURN.

Motion by Betts, second by Grotting to adjourn at 8:25 p.m. Ayes: Johnson, Betts, McCoy, and Grotting. Ayes: Johnson, Betts and Grotting. Nays: None. Absent: McCoy and Spencer. MOTION DECLARED CARRIED.

Respectfully Submitted,

Trish Bemmels/ Recording Secretary

DRAFT



RESOLUTION NO. 16-0628-01

**A RESOLUTION APPROVING A MINOR SUBDIVISION
AS REQUESTED BY JERRY WISE FOR THE PROPERTY
IDENTIFIED AS PID NO. 11-118-24-22-0003**

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

WHEREAS, the City adopted a Comprehensive Plan in 2010 to guide the development of the community; and

WHEREAS, the City has adopted a Zoning Ordinance and other official controls to assist in implementing the Comprehensive Plan; and

WHEREAS, Jerry Wise (the “Applicant”) has submitted a request for a minor subdivision to subdivide the property into two lots and identified by the PID No. 11-118-24-22-0003 and located on CSAH 11 (the “Property”); and

WHEREAS, the Property is zoned RR-Rural Residential; and

WHEREAS, the Property is legally described as:

The West half of the Northwest Quarter of the Northwest Quarter of Section 11, Township 118 North, Range 24 West of the 5th Principal Meridian.; and

WHEREAS the requested minor subdivision meets all requirements, standards and specifications of the City of Independence subdivision and zoning ordinance for lots in the Rural Residential Zoning District; and

WHEREAS the Planning Commission held a public hearing on May 17, 2016 to review the application for a minor subdivision, following mailed and published noticed as required by law; and

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MINNESOTA, that it should and hereby does approve the application by Jerry Wise for a minor subdivision per the City's subdivision and zoning regulations with the following conditions:

1. The proposed Rezoning and Minor Subdivision meets all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning and Subdivision Ordinance.
2. City Council approval of the Minor Subdivision is subject to the following:
 - a. The Applicant shall address all comments and applicable requirements pertaining to the proposed subdivision.
 - b. The Applicant shall make all revisions requested in the staff report, by the Planning Commission and City Council.
 - c. The applicant shall provide the City with all requisite drainage and utility easements. If a shared driveway is provided, the applicable easements shall be drafted and recorded as a part of the minor subdivision. If two driveways are provided, the west parcel shall be required to construct a driveway which provides a level area adjacent to CSAH 11 that will allow the driver to have clear visibility to the west. The City will require a driveway plan which details the proposed grades for the area adjacent to CSAH 11. The City will review and if found acceptable, approve the driveway plans prior to issuance of a building permit for the west parcel.
 - d. The applicant shall comply with all applicable Hennepin County transportation review comments and requirements.
 - e. The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
3. The Applicant shall pay the park dedication fees in the amount stipulated by City Ordinance.
4. The Applicant shall pay for all costs associated with the City's review of the rezoning and minor subdivision.
5. The Applicant shall record the minor subdivision within six (6) months from the date of the City Council approval.

This resolution was adopted by the City Council of the City of Independence on this 14th day of June, 2016, by a vote of ____ ayes and ____ nays.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

City of Independence

Approval of Election Judges for the 2016 Primary Election

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: June 28, 2016

Discussion:

City Council is being asked to consider approval of the following election judges for the 2016 Primary Election:

- Charles Hayes
- Sharon Cook
- Marilyn Hamilton
- Jerry Wise
- Judith Crosby
- Marlys Timm
- Jeanne Gardner
- Joan Kittok
- Carol Neyens
- Kay Gabriel
- Chandani Shroff
- Darcy Ciatti
- Lynette Lang



CITY OF INDEPENDENCE, MINNESOTA

RESOLUTION NO. 16-0628-02

RESOLUTION ESTABLISHING CITY COUNCIL TECHNOLOGY STIPEND

WHEREAS, in order to promote efficiency and reduce the waste and expense associated with copying and distributing lengthy council meeting agenda packets for each council member, the city intends to move to “paperless” agenda packets; and

WHEREAS, the city finds that it will be more efficient to establish a stipend to reimburse council members for the cost to purchase or upgrade personal communications devices rather than purchasing such devices for use by council members; and

WHEREAS, the city council is authorized to fix its own salaries by ordinance but, pursuant to Minnesota Statutes, section 415.11, a salary increase takes effect only after the next municipal election;

WHEREAS, the city concludes that establishing a technology stipend does not constitute a salary increase subject to section 415.11.

NOW, THEREFORE, BE IT RESOLVED, by the city council of the city of Independence, Minnesota, that city council members shall be reimbursed up to \$600 for the actual cost incurred to purchase or upgrade a personal communications device to receive “paperless” council agenda packets.

BE IT RESOLVED FURTHER THAT this policy is effective immediately.

Dated: June 28, 2016.

Marvin Johnson, Mayor

Attest:

Mark Kaltsas, City Administrator

PERMIT # 16-4



sent to Gary 6/13/16

NON-CITY ASSEMBLY PERMIT APPLICATION

Fees & Definitions:

• 200+ Attendees (Large Assembly) = \$250	• 50+ Attendees (Small Assembly) = \$50
• 100+ Attendees (Medium Assembly) = \$100	• Non-profit Organizations = \$25

(Double fee for application received less than 10 business days prior to event).

Event Location: 4720 S. Lake Sarah Dr. Maple Plain
 Type of event: Wedding Number of people attending: 200-250 Date: 8-20-16
 Residential Corporate Partnership Group or Association Other

This is my daughter, Lyndsey Kjersten's, wedding to Kristian Knudtson

Event Holder's Name: Sherri Ramsden Address: 4720 S. Lake Sarah Dr. Maple Plain
 Contact Person: Sherri Ramsden Home Phone: — Cell Phone: 612-599-2272
 2nd Contact Person: Jeffrey Ramsden Home Phone: — Cell Phone: 952-297-4212

Security Plans: non-planned
 Date West Hennepin Public Safety was notified of the event: not notified yet

Severe Weather Plans (in the event of): we will have a tent for the wedding

Sound Plans - amplification and sound control: Brides father, Loren Kjersten, providing
 Outdoor Music Yes No - Starting Time 6 AM/PM Ending Time 10-11 AM/PM music
 Loren (+ some friends) will be providing music with a band.

Food and Concessions Plans: Grilled chicken wrap bar, fruit, cake - etc
 Vendor's name, address, and license number (copies of vendor license, insurance and permits must be provided)
Home grilled chicken, tacowraps, lettuce, tomatoes, peppers etc
 Vendor Work #: _____ Vendor Cell # _____
 My Sister + I, plus friends, are doing the work.

Serving Alcohol: Yes: No: Beer + wine
Selling Alcohol: Yes: No: (If selling alcohol contact the City for a Permit)

Restroom Provisions: How many? 2 porta potties Location: outside by detached garage
3 bathrooms inside as needed

Lighting - Type: Standard house lights, String lights, solar path lights How many? several
Location of lights: lights on house, lamp posts, string lights

\$1,000,000 Certificate of Liability Insurance-provide a copy: attached

Parking Plan: Please provide a site plan showing 1 parking space for each vehicle per 4 guests. If using adjacent property, written permission from property owners must be obtained.

6-10-16
Date

[Signature]
Signature of applicant

~~6-21-16~~
Date

~~[Signature]~~
Signature of applicant

Office Use Only		
Application Received: <u>6-10-16</u>	Application Fee: <u>250.00</u>	Date Fee Paid: <u>6-10-16</u>
Date \$1,000,000 certificate of liability insurance received: <u>6-10-16</u>		
Signature of City Official	Date	
<u>[Signature]</u>	<u>6-21-16</u>	
Signature of West Hennepin Public Safety	Date	

Parking restrictions on S. Lake Sarah Drive attached via an email. Chief Gary Kwoells

Beth Horner

From: Gary Kroells <GKroells@westhennepin.com>
Sent: Tuesday, June 21, 2016 11:44 AM
To: Beth Horner
Subject: FW: Special Event

From: Gary Kroells [mailto:GKroells@westhennepin.com]
Sent: Tuesday, June 21, 2016 11:40 AM
To: Brown, Beth A
Subject: Special Event

Beth,

Here are my conditions with the wedding event on S. Lake Sarah Drive.

Supplemental Report

ICR:16003738 (West Hennepin Public Safety) 06-21-2016

Created By: Kroells, Gary

Last Modified By: Kroells, Gary

Title:6-21-16 Kroells

I reviewed this special event and have approved it, with one concern being parking on S. Lake Sarah Drive. The applicant had asked if WHPS or city covers up the no parking signs and WHPS does not. That is done by the property owner. I would also suggest just parking on the North side of the road and placing no parking on the South side as to keep a wide lane open for traffic and emergency vehicles. Applicant should cover the no parking signs on the North side of S. Lake Sarah Drive and post additional no parking signs that they provide on the South side of S. Lake Sarah Driver. If that is completed the event is approved.

Chief Kroells



Chief Gary Kroells
West Hennepin Public Safety
1918 County Road 90
Maple Plain, MN 55359
Phone: 763-479-0500
Cell: 612-328-1905
Fax: 763-479-0504
westhennepin.com
gkroells@westhennepin.com

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Date: June 9, 2016

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

From: Director Gary Kroells *G. Kroells*

SUBJECT: MAY 2016 ACTIVITY REPORT

The purpose of this report is to give the reader a quick overview of the activities of the Public Safety Department each month. It also compares monthly and year-to-date information to the reader.

The report is broken down into five categories, as defined by the Criminal Justice Reporting System.

CRIMINAL-- Criminal is broken down into Part I and Part II crimes.

Part I includes crimes against persons versus crimes against property; criminal homicide, forcible rape, robbery assault, aggravated assault, burglary -breaking or entering, larceny-theft, larceny analysis, motor vehicle theft and arson.

Part II includes other assaults, forgery and counterfeiting, fraud, embezzlement, stolen property, buying, receiving, possession; vandalism, weapons, carrying, possessing, etc.; prostitution and commercialized vice, sex offenses; drug abuse violations, gambling, offenses against the family and children, driving under the influence, liquor laws, drunkenness, disorderly conduct, vagrancy, all other offenses, suspicion, curfew and loitering laws - persons under 18; and runaways - persons under 18.

TRAFFIC-- Includes violations of the road and driving laws.

PART III-- Lost and Found: Includes lost and found persons, animals, and property, and stalled and abandoned vehicles.

PART IV-- Casualties: Includes all motor vehicle accidents, boating, and snowmobile; public home occupational accidents, fires, suicides, sudden deaths, burning permits, and burning violations.

PART V-- Miscellaneous Public: Includes open doors, gun permit applications, suspicious activities, animal complaints, motorist assists, alarm calls, parking complaints, house checks, driving complaints, civil matters, family disputes, department assists.

The balance of the report shows the total number of incidents handled, miles driven and how the Public Safety Department received calls. If anyone should desire more detailed statistical data, please contact my office.

\\WHPS#0\share\monthlyactivityreport\2015\lettertocouncilmonthlyreport.docx

West Hennepin Public Safety Department
1918 County Road 90 / Maple Plain, Minnesota 55359
Phone: (763) 479-0500 / Fax: (763) 479-0504
Web Address: <http://www.westhennepin.com> E-mail: westhennepin@westhennepin.com

**Monthly Activity Report
May 2016**

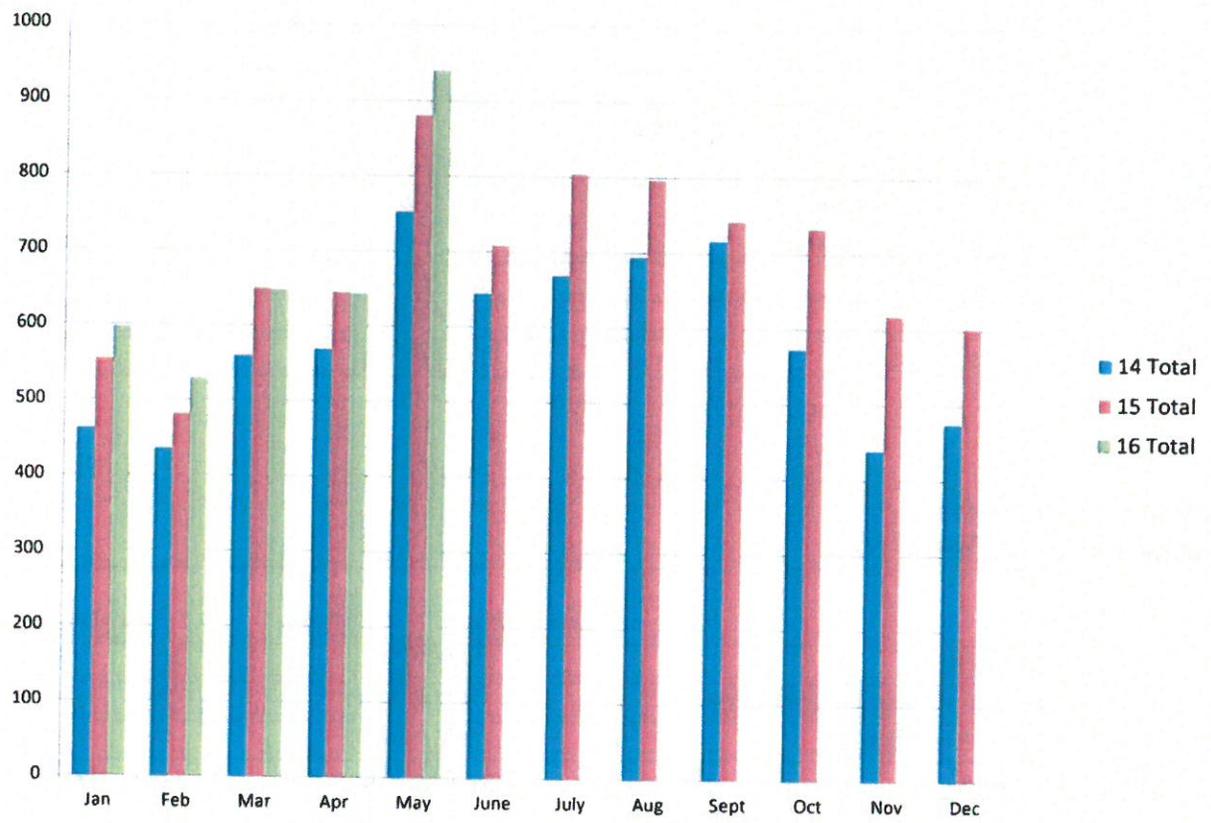
Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
City Of Independence				
Criminal	16	10	47	36
Traffic	242	290	972	1,091
Part III	11	15	61	39
Part IV	31	29	161	157
Part V	199	179	758	691
Total City of Independence	499	523	1,999	2,014
City Of Maple Plain				
Criminal	10	11	30	31
Traffic	125	101	365	258
Part III	2	6	21	27
Part IV	29	14	122	100
Part V	148	146	629	516
Total City Of Maple Plain	314	278	1,167	932
Grand Total Both Cities	813	801	3,166	2,946
TZD	56	66	56	142
Agency Assists	127	14	191	125
Total ICR Reports	940	881	3,357	3,213
Mileage	14,303	15,898	61,021	62,383
How Received				
Fax	10	9	67	56
In Person	51	46	233	188
Mail	2	2	9	14
Other	10	0	34	8
Phone	41	54	171	202
Radio	229	183	985	857
Visual	524	522	1,628	1,677
Email	8	3	24	13
Lobby Walk In	65	62	206	198
Total	940	881	3,357	3,213

May 2016 Criminal Part I & II
City of Independence Grid #'s 3-5

AGN	ICR	Title	Create Date	Grid #	Reported Date	MOC range
WHPS	16002461	3rd Degree DWI	5/2/2016	3	5/1/2016	JFW01
WHPS	16002536	Burglary	5/4/2016	3	5/4/2016	B0794
WHPS	16002581	Theft of Boat Motor	5/6/2016	4	5/6/2016	TC229
WHPS	16002668	Check Fraud	5/10/2016	3	5/10/2016	C0111
WHPS	16002688	3rd Degree DWI	5/11/2016	3	5/11/2016	JFW01
WHPS	16002760	Possession of Marijuana / Possession of Drug Paraphenalia	5/13/2016	5	5/13/2016	DA540
WHPS	16002890	Mailbox Damage	5/17/2016	4	5/17/2016	P3119
WHPS	16002926	Damage to Property	5/18/2016	3	5/18/2016	P3119
WHPS	16002936	3rd Degree DWI	5/19/2016	3	5/19/2016	JFW01
WHPS	16002995	4th Degree DWI	5/20/2016	3	5/20/2016	JGW01
WHPS	16003181	Possession of Marijuana / Possession of Drug Paraphenalia	5/25/2016	5	5/25/2016	DA540
WHPS	16003242	3rd Degree DWI/Forfeiture	5/27/2016	5	5/27/2016	JFW01
WHPS	16003244	Damage to Park Property	5/27/2016	4	5/27/2016	P3129
WHPS	16003264	Damage to Property	5/27/2016	3	5/27/2016	P3119
WHPS	16003277	3rd Degree DWI	5/28/2016	3	5/28/2016	JFW01
WHPS	16003325	Damage to Property	5/29/2016	3	5/29/2016	P3119

May 2016 Criminal Part I & II
City of Maple Plain Grid # 1-2

AGN	ICR	Title	Create Date	Grid #	Reported Date	MOC range
WHPS	16002513	Theft from Auto	5/3/2016	1	5/3/2016	T0159
WHPS	16002545	Possession of Drug Paraphernalia	5/5/2016	2	5/5/2016	DA540
WHPS	16002639	GM DWI - 3rd Degree	5/8/2016	2	5/8/2016	JFW01
WHPS	16002668	Check Fraud	5/10/2016	1	5/10/2016	C0111
WHPS	16002733	Possession of Marijuana / Possession of Drug Paraphenalia	5/13/2016	2	5/13/2016	DA540
WHPS	16002846	2nd Degree DWI/Refusal/Forfeiture	5/15/2016	2	5/15/2016	JER01
WHPS	16002868	Theft	5/16/2016	2	5/16/2016	TC999
WHPS	16002878	2nd Degree DWI/Forfeiture/Warrant	5/16/2016	1	5/16/2016	JEWA1
WHPS	16003073	Burglary	5/23/2016	1	5/23/2016	B0494
WHPS	16003360	Theft o Tools	5/31/2016	2	5/31/2016	T0029



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY

May 2016 Activity Report

Year to Date Activity Report

At the end of May 31, 2016, West Hennepin Public Safety (WHPS) has year-to-date handled a total of 3,357 incident complaints; 1,167 in Maple Plain and 1,999 in Independence. This is an increase of 144 incidents compared to the same time frame last year.

The Criminal Part I and Part II cases for both cities have been highlighted for your review on the attached documents.

Recent Highlighted Cases:

Trespassing Railroad Property

May 1 WHPS officer observed a female walking along side of the rail road tracks from William Drive towards Budd Ave, Maple Plain. The female said she did not realize she was walking on railroad property and it was trespassing. She was advised the RR tracks are private property and showed her the posted sign she had walked by. She was issued a warning for trespassing.

Smoke / Smell

May 1 At 9:10 p.m. WHPS Officer and Maple Plain Fire responded to the 1500 block of Howard Ave, Maple Plain to burnt food with lots of smoke. Upon arrival found a significant amount of smoke in the hallways and in the apartment. The resident stated that he had burnt the box of a pizza in the oven; he did not realize that it would start on fire.

3rd Degree DWI

May 1 At 11:44 p.m. a vehicle came to quick stop off the road in the driveway of 1200 block of Co Rd 19, Independence. WHPS officer stopped to assist if anything was wrong. James Xavier McCormick, 26 from Plymouth was found under the influence of alcohol. A breath sample was given which resulted in a .31% Breath Alcohol Concentration. McCormick was transported to Hennepin County Jail, arrested for 3rd Degree DWI and possession of an open bottle.

Welfare Check

May 6 At 6:02 a.m. WHPS Officer responded to the 5200 block of Bryantwood Dr, Maple Plain for a female found in a stairwell of an apartment building. WHPS Officer located an 84 year old female sitting on the steps in the hallway; she was trying to get to her apartment, was confused and was on the wrong floor to her apartment. North Memorial Ambulance responded and assisted in assessing the female and transported her to the hospital.

Theft

May 6 WHPS Officer responded to the 5000 block of County Road 11, Independence for theft of a boat motor. Approximate loss \$1,500.00. The case is under investigation.

Medical

May 7 WHPS responded to a 9 year old boy who was cut by a lawn mower in the 3000 block of Nelson Rd, Independence. Delano Fire and North Memorial Ambulance arrived and assisted. The juvenile's foot was cut by the lawn mower and he was transported to the hospital by ambulance.

3rd Degree DWI

May 8 Traffic complaint of a vehicle weaving back and forth at Highway 12 and Baker Park Rd, Maple Plain. The vehicle was located and the driver stated he did not have a valid driver's license. The driver was found to be under the influence of alcohol and provided a breath sample which resulted in .15% breath alcohol concentration. Jon Eric Brown, 30 from New Hope was arrested for 3rd Degree DWI.

Traffic Complaint

May 9 Caller reported the sanitation truck was again driving down the one way street the wrong way on Main Street W, Maple Plain. A second call reported the recycling truck also drove the wrong way. A previous complaint had been filed on April 18th and company management had stated they would correct this. Management was called again and stated he would handle the problem.

Fraudulent Debit Card Use

May 9 A resident reported someone fraudulently used his debit card on line in the 7800 block of Pioneer Creek Rd, Independence. The card had not been stolen; someone had gotten his debit card number and used it for on line services. He was advised to report the use to his local police and his bank is going to reimburse his losses.

Civil Matter

May 9 Caller reported he is in assisted living and his wife recently went in to the hospital and they were not able to move out of their residence when their lease was up in the 1000 block of Wyman Ave, Maple Plain. The landlord replaced the locks; won't let anyone in and is charging a daily fee. Several options were discussed in contacting places to ask for assistance.

Animal Assist

May 10 A resident in the 1400 block of Meadow Lane, Maple Plain reported they had just bought a kitten and when they tried to exit the car at home it went underneath the car seat and they were unable to get it out. WHPS Officer was eventually able to get the kitten out and into the house. The mother and her children were very thankful.

Check Fraud

May 10 A resident in Maple Grove reported someone had fraudulently created checks with her bank account number and used a check in the 5000 block of Highway 12 in Maple Plain. The case is under investigation.

3rd Degree DWI

May 11 A vehicle was stopped for 55 mph in 40 mph on Co Rd 83 / Drake Drive, Independence. The driver had two children in the vehicle with her and was found driving under the influence of alcohol. Abigail Irene Mobley, 36 from Maple Plain gave a breath sample which resulted in .14% breath alcohol concentration. Mobley was arrested for 3rd Degree DWI and a friend was called to pick up her two children.

Traffic Complaint

May 12 At 9:21 p.m. received a call of a vehicle traveling on Co Rd 6 / Co Rd 92, Independence; occupants were throwing fireworks out the window. The vehicle was located at Egret Rd. The 19 year old driver, 15 year old passenger from St. Michael and 18 year old passenger from Waconia admitted they had thrown lit smoke bombs out the window. They thought it would be fun and did not target any other motorist or intended to do harm. After speaking with all the persons about their behavior and the potential threat to public safety they all acknowledged their poor choice in "fun" for the evening and stated they would not do anything of the sort in the future. The parents were contacted and advised of the contact.

Non-Sufficient Funds Check

May 13 A business in the 5000 block of Highway 12, Maple Plain reported he had received a bad check from a regular customer. The customer had written a personal check and there were not enough funds in the account. The customer paid for the NSF checks on May 16th.

2ND Degree DWI Refusal / Forfeiture

May 15 WHPS Officer responded to the 5000 block of Highway 12, Maple Plain for a driving complaint that a vehicle had struck a business, and then drove off. A second complaint was received of a vehicle driving on a curb and in a yard. The vehicle was located and the driver Jeffrey Vernon Olson, 55 from Maple Plain was arrested and booked into Henn Co Jail for 2nd Degree DWI, Refusal – Refused to submit to a breath test and his vehicle is pending forfeiture.

Theft

May 16 A business in the 5000 block of Oak Street, Maple Plain reported on May 9th a male and female rented a \$1,200.00 Stihl Cutoff Saw for a 1-2 days and the customer has not returned the saw and their phone is disconnected. Suspects have been located and saw was recovered at a pawn shop. The case is under investigation.

2nd Degree DWI / Forfeiture /

May 16 Vehicle stopped for a brake light out at Halgren Road / Highway 12, Maple Plain. The driver, Charles LeRoy Patterson, 30 from Minneapolis found under the influence of alcohol. Patterson submitted a breath sample which resulted in .22% breath alcohol concentration. Patterson was transported to Henn County Jail and booked for 2nd Degree DWI and his vehicle is pending forfeiture.

Drug Overdose

May 18 At 7:33 a.m. WHPS Officer responded to Vinland National Center for a reported overdose. The male was very lethargic and was transported to the hospital.

Damage to Property

May 18 5900 block of Pagenkopf Rd, Independence. Someone dented and scratched a pickup truck that was parked next to a shed. The vehicle had a large scratch across the right side of the box, the right side rear passenger door and cab also had a golf ball size dent. Small pieces of rotten wood were next to the tire, possibly used to do the damages. The case is under investigation.

Juvenile Problem - Unfounded

May 18 Budd Ave / Industrial Street, Maple Plain reported juveniles were throwing rocks and jumping on buildings. Three adult males were located who were holding Frisbee golf discs and stated they were playing Frisbee golf and had accidentally thrown one onto the roof of one of the buildings. No criminal activity was found.

3rd Degree DWI

May 19 At 12:03 a.m., 7000 block of Highway 12, Independence; a vehicle traveling in front of the squad car was observed several times crossing over the fog line. The driver Kimberly Lara Oertel, 41 from Delano submitted a breath sample which resulted in .17 % breath alcohol concentration. Oertel was arrested for 3rd Degree DWI and was transported to Hennepin County Jail.

Suspicious Act

May 19 1918 Co Rd 90, Independence. Caller reported at 10:28 p.m. suspicious activity in front of the Salvation Army drop box. Contact was made with a male who stated he was dropping off items for the Salvation Army. The rear of his pickup truck was completely empty and there were multiple items sitting around the drop box. A short time later a check was made and the rear bed of his truck was now completely full as well as the inside of the cab. The items that were on the ground were now in the rear of his truck or inside the cab. The 72 year old male from Wayzata was told he is stealing items from the Salvation Army and if he does not unload his truck and leave the items he will be cited with theft. The items were unloaded.

Noise Complaint

May 20 5300 block of Manchester Drive, Maple Plain. Noise complaint received at 1:18 a.m. WHPS officer found a male rolling a machine onto a trailer. He had just finished painting the lines in the parking lot and has to do it at night while no cars are in the lot. He just finished and was done for the night. No criminal activity.

Vehicle Fire

May 20 West Hennepin Public Safety, Maple Plain Fire and Minnetrista Police responded to County Rd 92 in Lyndale, Independence for a vehicle fire. Upon arrival the driver and two passengers were able to put the fire out with swamp water. The Driver advised the fire started from a cigarette butt that one of them threw out the window and it landed in the back and started the bed liner on fire. One passenger had 1st degree burns on his forearm and Maple Plain assisted with treatment.

Neighbor Trouble

May 20 5000 block of Sunset Lane, Independence. Reported a neighbor was weed whipping the grass near their fence and the whip line was hitting the fence causing damage. The weed whip was turned towards her and went across her feet. The case is under investigation.

4th Degree DWI

May 20 County Rd 83 & Timber Trail, Independence. Vehicle stopped at 10:42 p.m. for a headlight out. The driver William Douglas Meiss, 31 from St. Louis Park submitted a breath sample which resulted in .13 % breath alcohol concentration. Meiss was arrested for 4th Degree DWI and released.

Alarm

May 21

Received an alarm at the Orono Discovery Center, Maple Plain. It was reported two boys had been at the school and had left on their bikes. Shortly after, two 8 year old boys approached WHPS Officer and said they were trying to get a drink of water, got into the building and left when the alarm went off. Both apologized and stated they didn't know not to go in, but left when they heard the alarm. The boys were commended for returning and speaking with the officer. The parents were called to let them know what how responsible their boys were.

Burglary

May 23

1500 Howard Ave Maple Plain. Reported items stolen from an apartment. Personal items and guns were stolen. The case is under investigation.

Misc. Assist- More than just police work!

May 23

7000 block of Pioneer Creek Rd, Independence. An elderly resident had problems with her lawn mower. WHPS Officer found a stick had moved the lawn mower belt off the track. The stick was removed and the belt was put back on. The homeowner was also having problems with a smoke detector and asked the officers for help. A battery was replaced in a smoke detector to stop the beeping.

Illegal Dumping

May 23

Maple Plain Compost Site. Reported a pickup truck dumped what was thought to be wood chips on the compost site. The dumped materials were identified as manure which is not allowed to be dumped at the site. The case is pending charges to the violator.

Animal Complaint

May 24

1000 block of Budd Ave., Maple Plain. Reported a dog was attacking children at the Northside Park. Upon arrival found that no one was bit or injured by the dog. The dog was secured and the owner located in the 5000 block of Highway 12 and was issued a citation for Dog At Large.

Animal Complaint

May 24

5000 block of Highway 12, Maple Plain. Caller reported a black and white injured dog lying next to the curb and appeared to be injured. The area was checked and found it was a cat that had been dead for about 3 days. No dog.

3rd Degree DWI/ Vehicle Forfeiture

May 27

At 8:55 a.m. a vehicle was stopped for speeding 75 / 55 mph at Co Rd 11 and Lake Haughey Road, Independence. The driver Ruth Marie Tritz Jossart, 55 from Loretto provided a breath sample that resulted in .09% breath alcohol concentration. Jossart was arrested for 3rd Degree DWI and transported to Hennepin County Jail. Jossart vehicle is pending forfeiture.

4th Degree DWI

May 28

WHPS officer working a special shift Towards Zero Death at I-494 and Highway 12, Eden Prairie received a report of a vehicle weaving badly. The driver was stopped. Pak Chok Wong, 62 from Eden Prairie submitted a breath sample which resulted in .15 % breath alcohol concentration. Wong was arrested for 4th Degree DWI and transported to Hennepin County Jail.

3rd Degree DWI Refusal

May 28 At 3:15 a.m. at Co Road 92 and 3rd Ave, Independence Vehicle stopped for speeding. Driver Tara Rochelle Kinches, 31 from Delano refused to submit a breath sample. Kinches was arrested for 3rd Degree DWI Refusal.

Trespassing Complaint

May 28 Home owner in 1000 block of Polo Club Rd reported he thought a neighbor rode his horse into his yard. He was informed there were two horses loose in the area and a really good chance they went into his yard. The homeowner did not see the horses and no damage to his yard.

Damage to Property

May 29 5000 block of South Lake Sarah Drive, Independence for an ATV ridden through a mud puddle and tore up the grass. The ATV rider was located and who stated that he was visiting a friend in the area and did not intend to tear up the grass. His mother was contacted who stated he was not supposed to be traveling that far on the ATV. The 15 year old male juvenile from Mound was warned that he was traveling on the road with an unregistered ATV and will get cited for it next time. The juvenile and his mother agreed to repair the damaged areas.

Damage to Property

May 30 5300 block of Sunset Lane, Independence reported a neighbor tore down fencing when he was out of town. There was a court order to remove the fence on June 1st.

Theft

May 31 Reported thefts of tools from a business in the 5000 block of Industrial Street, Maple Plain. Also stolen were personal items from a Mound resident. The case is under investigation.

City of Independence

Consideration to Approve Contract for Hennepin County Assessment Services

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: June 28, 2016

Discussion:

The City of Independence contract with Hennepin County for assessment services will expire at the end of 2016. The County has prepared a new four (4) year contract for consideration by the City. Hennepin County provides an estimated cost for providing the services in the first year of the contract and then updates the estimated cost every year. The estimate is based on the parcel count, property type breakdown and new construction parcels from the previous year. Following completion of the assessment for a given year, the County provides the City with an actual cost of providing the service and then bills in accordance with the actual cost. The following breakdown further illustrates the historical estimate costs and actual costs incurred by the City for assessment services over the last five years.

City of INDEPENDENCE Historic Assessment Cost Estimates / Bills

	Year		Total Parcel Counts	Total Parcels with New construction Adds	Calculated Total Cost to Complete Assessment Work	Estimated Costs sent to the city in May/June to use in the budgeting process	True Up Bill - What it cost to complete the Assessment - payable in Sept	Cost / Parcel
Estimate to complete the	2012	Assessment	1,736	75	\$ 47,066.99	\$ 47,000.00		\$ 27.11
What it actual cost us to complete the	2012	Assessment	1,736	57	\$ 45,736.84		\$ 45,736.84	\$ 26.35
Estimate to complete the	2013	Assessment	1,736	57	\$ 48,173.51	\$ 48,000.00		\$ 27.75
What it actual cost us to complete the	2013	Assessment	1,736	56	\$ 48,644.05		\$ 48,644.05	\$ 28.02
Estimate to complete the	2014	Assessment	1,736	56	\$ 50,281.48	\$ 50,000.00		\$ 28.96
What it actual cost us to complete the	2014	Assessment	1,747	63	\$ 50,518.48		\$ 50,518.48	\$ 28.92
Estimate to complete the	2015	Assessment	1,747	63	\$ 53,601.25	\$ 54,000.00		\$ 30.68
What it actual cost us to complete the	2015	Assessment	1,750	74	\$ 53,910.00		\$ 52,000.00	\$ 29.71
Estimate to complete the	2016	Assessment	1,750	74	\$ 56,495.00	\$ 55,000.00		\$ 32.28
What it actual cost us to complete the	2016	Assessment	1,759	80	\$ 57,654.13		\$ 57,654.13	\$ 32.78
Estimate to complete the	2017	Assessment	1,759	80	\$ 60,483.21	\$ 60,000.00		\$ 34.38

Summary:

City Council is being asked to consider approval of the agreement with Hennepin County to provide assessment services for the next four years (2017-2020).



Hennepin County Assessor Department

A-2103 Government Center
300 South Sixth Street
Minneapolis, Minnesota 55487-0213

www.co.hennepin.mn.us

Beth Horner
Administrative Assistant
City of Independence
1920 County Rd 90
Independence, MN 55359

RE: Assessment Services Agreement

Dear Beth Horner,

Enclosed for your review and City Council approval is our Assessment Service Agreement (plus three copies) between the City of Independence and Hennepin County. The approval of this agreement will continue our relationship as your City Assessor for the next four (4) years.

In the first year of the agreement we are estimating the cost to complete your 2017 assessment at \$60,000.00. This estimate includes the costs to deliver all of the services listed in Exhibit A of the agreement.

I want to assure you that we are making every effort to keep our costs to a minimum while still providing the best possible customer service to your taxpayers in setting and preserving your assessed values.

After City Council approval please return all three (3) signed original agreements by July 11, 2016, to:

James Atchison
c/o Hennepin County Assessor
A – 2103 Government Center MC 213
Minneapolis, MN 55487-0213

I have also enclosed the "Hennepin County Assessor's Office: At a Glance" document as a reminder of the assessment credentials and professional profile that the Hennepin County Assessor's Office brings to our collaborative relationship.

If you have any questions, or would like to further discuss any of these items, please contact me at James.Atchison@Hennepin.us or (612)348-4567.

Sincerely,

A handwritten signature in black ink that reads "James R. Atchison". The signature is fluid and cursive, written over a white background.

James R. Atchison
Hennepin County Assessor

Enc

AGREEMENT

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

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

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

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

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

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

1. The COUNTY shall perform the 2017, 2018, 2019, and 2020 property assessment for the CITY OF INDEPENDENCE in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those

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

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

3. The CITY agrees to furnish, without charge, secured office space needed by the COUNTY at appropriate places in the CITY's offices. The keys thereto shall be provided to the COUNTY. Such office space shall be sufficient in size to accommodate reasonably two (2) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

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

5. It shall be the responsibility of the CITY to have available at the CITY's offices a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters and to receive, evaluate and organize homestead applications. The CITY shall store all homestead applications and homestead data in secure storage meeting the requirements set by the COUNTY.

It shall also be the responsibility of the CITY to promptly refer any homestead application which needs investigation to the COUNTY.

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

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, CITY or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal,

agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

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

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

10. The COUNTY shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the COUNTY and for COUNTY's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort, warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

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

12. This Agreement shall commence on August 1, 2016, and shall terminate on July 31, 2020. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend prior to March 1, 2020. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to, April 15, 2020 this Agreement shall terminate on July 31, 2020.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2020. Either party may terminate this Agreement for "just cause" as determined by the Commissioner of Revenue after hearing for such a determination is held by the Commissioner of Revenue and which has been attended by representatives of COUNTY and CITY or which said

representatives had a reasonable opportunity to attend, provided that after such determination, any party desiring to cancel this Agreement may do so by giving the other party no less than 120 days' written notice. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment.

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

13.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Sixty Thousand Dollars (\$60,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

13.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$60,000 may also be increased by the COUNTY if:

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

If the COUNTY desires to increase the assessment cost pursuant to this paragraph 13(B), it shall give written notice thereof by June 15 of any year and such increase shall apply to the assessment for the calendar year next following the current calendar year. Any such notification shall specifically set forth the amount of any new construction and new parcel appraisal charges. Notwithstanding any provisions herein to the contrary, if any such increase, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, exceeds seven and one half percent (7.5%) of the amount charged for the assessment for the then current calendar year, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, the CITY may cancel this Agreement by giving to the COUNTY written notice thereof, provided that said cancellation notice must be received by the COUNTY not later than July 24 of the then current calendar year and said cancellation shall be effective no earlier than five (5) days after the receipt of said notice by the COUNTY and not later than July 31 of said next calendar year. Supportive records of the cost increase will be open to inspection by the CITY at such times as are mutually agreed upon by the COUNTY and CITY.

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

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

Any bill from the COUNTY for the current year's assessment which is received by the CITY before August 18 of the current year shall be due on September 7 of said year, provided that the City may elect to pay said bill before said date. Any bill received by the city after August 18 shall be due no later than twenty-one (21) days after the CITY's receipt thereof.

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

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

TO CITY: Mayor, City of Independence
1920 County Road 90
Independence, MN 55359

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

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

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

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

15. It is expressly understood that the obligations of the CITY under Paragraphs 7, 8, 12, and 13 hereof and the obligations of the CITY which, by their sense and context, are intended to survive the performance thereof by the CITY, shall so survive the completion of performance, termination or cancellation of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this _____ day of _____, 2016.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by County
Attorney's Office:

By: _____
Chair of the County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

ATTEST: _____
Deputy/Clerk of the County Board

CITY OF INDEPENDENCE

By: _____

Its _____

And: _____

Its _____

City organized under:

_____ Statutory _____ Option A _____ Option B _____ Charter

EXHIBIT A
CITY OF INDEPENDENCE

During the contract term, the County shall:

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

City of Independence

Consideration of Approval of Joint Powers Agreement with the City of Greenfield to Memorialize Certain Maintenance Activities on Lake Sarah

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: June 28, 2016

Discussion:

The Cities of Independence and Greenfield have been working on a longer term solution to maintaining the weir and outlet channel of Lake Sarah. Currently, the Lake Sarah Lake Association has been manual moving cattail bogs that break off and float towards the outlet channel. The association members tie the bogs off to the side of the outlet channel so that they do not block or impair the outlet weir. The cities have had discussions with Three Rivers Park District to evaluate possible solutions that would prevent the outlet weir from being obstructed by the bogs. Three Rivers Park District provided several solutions that ultimately had prohibitive costs associated with their implementation. In an effort to find an affordable solution to the problem of these floating bogs, Three Rivers has agreed to allow Greenfield to access, remove and temporarily store the bogs on their property. The City of Greenfield will then remove the bogs after they have dried out on the Park District's property. This will make the process of removing the bogs manageable and more economical.

The City of Greenfield has provided the City with an estimate of potential costs to remove the bogs from the outlet channel. The estimated costs are based on the anticipated worst case scenario. Because the costs are not fixed and may vary depending on the quantity of bogs needing to be removed, the JPA stipulates a do not exceed dollar amount of \$2,000 per year. The costs are based on the general lake shore frontage in each community. The JPA contemplates a cost breakdown utilizing a ratio of 2/3 to the City of Independence and 1/3 to the City of Greenfield.

Sumamry:

Council is being asked to consider approval of the JPA agreement. The City of Greenfield City Council will be reviewing the agreement on July 7, 2016.

JOINT POWERS AGREEMENT

BETWEEN THE CITIES OF INDEPENDENCE AND GREENFIELD REGARDING CERTAIN MAINTENANCE ACTIVITIES ON LAKE SARAH

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016 by and between the city of Independence, a Minnesota municipal corporation (“Independence”) and the city of Greenfield, a Minnesota municipal corporation (“Greenfield”).

RECITALS

WHEREAS, Lake Sarah (the “Lake”) is located in the cities of Independence and Greenfield, and abuts park land owned and operated by Three Rivers Park District (“District”);

WHEREAS, the cities are authorized to engage in certain activities to maintain the surface of the Lake;

WHEREAS, the District owns and maintains a weir at the Lake’s outlet;

WHEREAS, the Lake Sarah Lake Association (“Association”), a voluntary association of homeowners interested in the care and maintenance of the Lake, periodically removes cattail bogs or otherwise secures them in a location near the Lake’s outlet without clogging the District’s weir;

WHEREAS, under a to-be negotiated memorandum of understanding (“MOU”), the District is expected to allow Greenfield to access its land adjacent to the weir/Lake outlet to allow Greenfield to remove cattail bogs gathered by the Association;

WHEREAS, Independence and Greenfield wish to allocate and share costs to remove the cattail bogs;

WHEREAS, Minnesota Statutes, section 471.59 authorizes political subdivisions of the state to enter into agreements for the joint exercise of powers common to each.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertakings herein expressed, Independence and Greenfield agree as follows:

1. Pursuant to Minnesota Statutes, section 471.59, the purpose of this Agreement is to set forth the terms under which the parties will share costs of removing cattail bogs from the Lake.
2. If the District and Greenfield enter an MOU, and if the Association continues to move cattail bogs to a location near the Lake outlet/weir, Greenfield will periodically remove such cattail bogs as needed.

3. Independence will reimburse two-thirds (2/3) of Greenfield's actual costs incurred to perform under this Agreement in a total annual amount not to exceed \$2,000. Greenfield's initial estimate of costs is attached hereto as Exhibit A.
4. The parties anticipate that the Association will continue to remove or move cattail bogs as provided herein, and continue to spray weeds along the outlet channel to maintain an open waterway. The parties may renegotiate or terminate this Agreement if the Association discontinues any of these activities, or if the MOU expires or is terminated.
5. The parties will be responsible for their own acts provided, however, that Greenfield will indemnify, defend and save harmless Independence, its officials, agents and employees from any claims or causes of action, of whatever nature, occasioned by or arising out of Greenfield's removal of cattail bogs from the Lake. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on either parties' liability under Minnesota Statutes, Chapter 466 or otherwise.
6. Miscellaneous.
 - a. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.
 - b. Termination of Agreement. Either party may terminate this Agreement upon written notice to the other party.
 - c. Governing Law. This Agreement shall be construed by the law of Minnesota.
 - d. Entire Agreement. This Agreement, any attached exhibits or amendments signed by the parties shall constitute the entire agreement between the parties, and supersedes any other agreements on matters covered herein.
 - e. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument.

EXHIBIT A

Operations costs are figures that cannot be exceeded. Any one of the operations by itself can be done within an eight hour work day.

Please note, none of these operations include removing or clearing brush for machinery accessibility.

<u>Operation</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Personnel</u>		<u>Subtotal (8 hours)</u>
			<u>Hours</u>	<u>Hourly Rate</u>	
Dredging (fuel & rental)	\$ 98.16	3	8	\$ 33.37	\$ 898.96
Stock Piling (fuel only)	\$ 19.17	3	8	\$ 33.37	\$ 819.97
Hauling (fuel only)	\$ 1.61	3	8	\$ 33.37	\$ 955.76
<hr/>					
Total	\$				2,674.69

Greenfield's equipment costs
are fuel only, no
maintenance/wear & tear)

City of Independence

Approval of Low Quotation for the 2016 Seal Coat Project

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: June 28, 2016

Background:

In keeping with the street maintenance plan maintained by the City and identified in the CIP plan, staff solicited quotes to complete needed seal coat projects this year. The City received two quotes back from interested contractors in completing the identified work. Identified for seal coat work were Independence and Hillstrom Roads. The City initially solicited quotations for approximately ½ of Independence Road based on initial budget constraints. Due to the remaining proceeds from the City's 2015 Overlay project, staff is recommending that the City seal coat all of Independence Road and also Hillstrom Road. Staff recommends awarding the contract to Pearson Bros. Inc. as the low quotation. Staff will notify property owners of potential impacts associated with the 2016 Seal Coat project once work is scheduled with the contractor. Staff recommends the City Council approve the project scope noted above and a contract with Pearson Brothers to complete the work.

- North Half of Independence Road: \$27,787.60
- South Half of Independence Road: \$26,324.16
- Hillstrom Road: \$5,943.20

Attachments: Seal Quote Bids

ATTENTION: Larry Ende
 PHONE #: 763-286-7286 Cell FAX #: 763-479-0528
 763-479-0530
 JOB LOCATION: City Of Independence
 ADDRESS: 1920 County Road 90
 Independence, MN 55359
 DATE: Jun 20, 2016

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: 4,370 APPROX. SQUARE YARDS OF BITUMINOUS SEAL COATING.

PRE-SEAL: Area to be swept by Pearson Bros., Inc.

LIQUID APPLICATION: Pearson Bros., Inc. will furnish and install CRS-2P Liquid Asphalt at .24-.26 gallons per square yard.

AGGREGATE COVER: Pearson Bros., Inc. will furnish and install 1/8" Trap Rock at 16-20 lbs per square yard.

ROLLING: Entire area shall be rolled with (2) Eleven (11) Wheel Pneumatic Tire Rollers.

PICK-UP SWEEP: Excess rock shall be picked up by PBI and disposed of by City

START DATE: No earlier than: May 15, 2016 COMPLETION DATE: No later than: Sep 15th, 2016

We Proposed Hereby to Furnish Material and Labor – Complete in Accordance with the Above Specifications,	
for the Sum of:	\$5,943.20 (4,370 sq yds @ \$1.36 per sq yd)
	\$5,943.20 Total Cost
	<i>Payment Due Upon Completion</i>
AUTHORIZED SIGNATURE:	 _____ TODD BARTELS PEARSON BROS., INC.
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.	SIGNATURE: _____ DATE: _____
<i>Proposal good for 30 days.</i>	

ATTENTION: Larry Ende

PHONE #: 763-286-7286 Cell FAX #: 763-479-0528
 763-479-0530

JOB LOCATION: City Of Independence
 ADDRESS: 1920 County Road 90
 Independence, MN 55359

DATE: Jun 20, 2016

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: 19,356 APPROX. SQUARE YARDS OF BITUMINOUS SEAL COATING.

PRE-SEAL: Area to be swept by Pearson Bros., Inc.

LIQUID APPLICATION: Pearson Bros., Inc. will furnish and install CRS-2P Liquid Asphalt at .24-.26 gallons per square yard.

AGGREGATE COVER: Pearson Bros., Inc. will furnish and install 1/8" Trap Rock at 16-20 lbs per square yard.

ROLLING: Entire area shall be rolled with (2) Eleven (11) Wheel Pneumatic Tire Rollers.

PICK-UP SWEEP: Excess rock shall be picked up by PBI and disposed of by City

START DATE: No earlier than: May 15, 2016 COMPLETION DATE: No later than: Sep 15th, 2016

We Proposed Hereby to Furnish Material and Labor – Complete in Accordance with the Above Specifications,	
for the Sum of:	\$26,324.16 (19,356 sq yds @ \$1.36 per sq yd)
	\$26,324.16 Total Cost
	<i>Payment Due Upon Completion</i>
AUTHORIZED SIGNATURE:	 TODD BARTELS PEARSON BROS., INC.
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.	SIGNATURE: _____ DATE: _____
<i>Proposal good for 30 days.</i>	



REQUEST FOR QUOTES

2016 City of Independence
Seal Coat Project

- A. Separate sealed Quotes for the following (quantities in accordance with attached Quotation Sheet Q-1):
1. Bituminous Material (CRS-2P @ 0.25 Gallons per square yard)
 2. Seal Coat Aggregate (FA-Modified @ 20 lbs per square yard)
 3. All excess rock shall be picked up and moved to the Public Works yard behind City Hall, a second sweeping will be done if required.
- B. Quotes will be received by Larry Ende and the City of Independence, Minnesota at the Independence City Hall, 1920 County Road 90, Independence, MN 55359 until 10:00 a.m. local time, on Wednesday, May 18, 2016. The Quotes will be tabulated and considered by the City Council on, May 24, 2016.
- C. GUARANTEE
The Contractor shall guarantee all materials and equipment furnished, and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion, that the completed system is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs, adjustments, or other work that may be necessary by such defects. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

D. COMPLETION DATE

The Owner desires the work to be started after July 1, 2016 and have a completion date of August 31, 2016.

JACK E PEARSON
AUTHORIZED SIGNATURE
JACK E. PEARSON
NAME
PEARSON BROS INC
COMPANY NAME
11079 LAUREL AVE NE
ADDRESS
ANDOVER MA 01341
ADDRESS

8-16-16
DATE
President
TITLE

763-391-6622
TELEPHONE
763-391-6627
FAX

QUOTATION SHEET Q-1

2016 Seal Coat Project
City of Independence, MN

Item	Description	Unit	Qty.	Unit Price	Total Price
	Independence Road South (Pagenkopf Road to Lindgren Lane)	LF	~6700*		
2356.505	Bituminous Material, CRS-2P	GAL	5080	2.75	13,970.00
2356.506	Seal Coat Aggregate (FA-2MOD)	SY	20320	.68	13,817.60

TOTAL QUOTATION **27,787.60**

* Road Length is Approximately 6700 LF @26' wide - Contractor to determine actual quantities

<i>PEARSON BROS INC</i>
Company Name
<i>Jack E Pearson</i>
Authorized Signature

$$\begin{array}{r}
 6560 \\
 \times 25 \\
 \hline
 18,222.42
 \end{array}$$



CITY OF INDEPENDENCE, MINNESOTA

RESOLUTION NO. 16-0628-03

APPROVING LOW QUOTATION FOR 2016 SEAL COAT PROJECT

WHEREAS, the City of Independence (the “City”) wishes to maintain City streets and other infrastructure to their maximum usable life span; and

WHEREAS, the City has determined that a comprehensive pavement surface maintenance program includes annual crack seal and seal coating of City street sections; and

WHEREAS, the City solicited quotes for identified project areas in 2016 from qualified contractors; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Independence, Minnesota, hereby accepts the low quote for seal coating services from Pearson Brothers, Inc. for **\$60,054.96** and authorizes the City Administrator to execute the contract documents.

This resolution was adopted by the City Council of the City of Independence on this 28th day of June, 2016, by a vote of ____ ayes and ____ nays.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator
(SEAL)