

MINUTES OF A REGULAR MEETING OF THE
INDEPENDENCE CITY COUNCIL
TUESDAY, MARCH 16, 2021 –6:30 P.M.
(Virtual Meeting/ All Attendees)

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 Johnson at 6:30 p.m.

3. PLEDGE OF ALLEGIANCE.

Mayor Johnson led the group in the Pledge of Allegiance.

2. ROLL CALL (Note: all noted present were “virtually” present

PRESENT: Mayor Johnson, Councilors Spencer, Betts, McCoy and Grotting

ABSENT: None

STAFF: City Administrator Kaltsas, Assistant to Administrator Horner

VISITORS: Gary Kroells, Aaron Tag, Mel Potter, Dave Thomsen, MnDOT Engineers, Paula Savage, Curt Kobilarscik

3. ****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 March 2, 2021 Regular City Council Meeting.
- b. Approval of Accounts Payable; (Batch #1 Checks Numbered 20318-20322, Batch #2 Check Numbered 20351-20378, Checks Numbered 20323-20350 were voided due to printer alignment error).

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

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

5. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF

Spencer attended the following meetings: (Virtual)

- Highway 12 Safety Coalition Meeting

Grotting attended the following meetings:

- None

McCoy attended the following meetings:

- Fire Commission Meeting

Betts attended the following meetings: (Virtual)

- Highway 12 Safety Coalition
- West Hennepin Chamber of Commerce

Johnson attended the following meetings: (Virtual- unless noted)

- Highway 12 Safety Coalition
- NLC Virtual Congressional Conference (Sun-Tues)
- Fire Commission Meeting (in-person)
- Orono School Board Meeting
- Senior Community Services Finance Committee Meeting
- West Hennepin Police Department Candidate Interviews (in-person)
- Northwest League of Municipalities Meeting (in person)
- Orono Healthy Youth Committee Meeting
- Regional Council of Mayors Meeting
- West Hennepin Chamber of Commerce Meeting (in-person)

Horner attended the following meetings: (Virtual)

- West Hennepin Chamber of Commerce Meeting
- BKV Architects Meeting

Kaltsas attended the following meetings:

- Highway 12 Safety Coalition Meeting
- BKV Architects Meeting

6. West Hennepin Public Safety Director Gary Kroells: Presentation of the February 2021 Activity Report.

Kroells stated through February 28, 2021 there were a total of 667 incidents handled by WHPS. 168 incidents were in the City of Independence and 100 in Maple Plain. Kroells highlighted several cases.

for a complete list of incidents please see the packet for tonight's meeting

Betts asked if Kroells looks on the Next-Door Neighbor site. She said there were a few residents very concerned about the activity on Lake Independence. Kroells said it concerned a client at a local facility and a water patrol search and police search as well as drones. Kroells said he was eventually helped and returned to the facility.

7. Hennepin County Assessor David Thomsen: Present Preliminary Local Board of Appeals and Equalization Information in Preparation for April 6, 2021 Meeting.

Thomsen said each year, one fifth of the properties in the city are reviewed and the records are updated. For the 2021 assessment we viewed one fifth of the city. The areas viewed were in the west central and central portions of the city. The viewing, reviewing, and statistical analysis of all sales that sold between October 1, 2019 and September 30, 2020 in the City of Independence were made.

Summary of the 2021 Assessment

Each year the estimated market values are analyzed along with sales data from the market. A recalculation of land and building values were made to all property types. The results of the adjustments for the following property types are:

Residential + 3.7% Condo Garages No Change
Residential Lakeshore + 8.3% Double Bungalow + 0.9%
Commercial + 1.0% Agricultural + 1.7%
Industrial + 3.5%

The City of Independence has a total market value of approximately \$831,437,300. This value includes \$11,314,800 in new construction improvements. The overall value increase for all property types in the City of Independence is 4.06%. **The Local Board of Appeal and Equalization Process** Value notices are scheduled to be mailed the beginning of March. Taxpayers with value or classification concerns should contact the assessor's office. During the initial conversation the property owner may discuss their concerns and review sales information with an appraiser. The majority of the callers are satisfied after a conversation with an appraiser. If additional attention is necessary, the appraiser will review the property.

The board has the authority to increase, decrease, or take no action on individual valuations. The total reduction must not reduce the cities aggregate assessment by more than one percent or none of the adjustments will be allowed. The board cannot increase or decrease by a percentage to all of the assessments in the district by class. If the board chooses to reconvene, it must do so within 20 days (from the meeting call to order.)

In order for the taxpayer to appeal to the County Board they must first appeal to the Local Board either in person or in writing. The County Board of Appeal and Equalization will begin meeting on June 14, 2021. All requests for appointments at the County Board must be received by May 21, 2021. To make an appointment, taxpayers should call 612- 348-7050. If you have any questions or concerns, please contact Dave Thomsen at 612-388-5426

Johnson asked how inspections were done with COVID19. Thomsen said the residents sends photos of the interior and photos of the outside are supplied by a third party. Johnson said the valuations have always been 90-105% percent but this year is 85%. He asked when the adjustment would take place. Thomsen said he was not certain of that conversation, but the goal of setting values is 95%. Potter said the ratio referred to is the "going in ratio" versus the sales that are happening. She said it is a snapshot in time and the market has been unbelievable. Thomsen noted it is a sellers' market.

8. **TABLED FROM 3.2.2021 CC MEETING:** Consideration of the State of Minnesota Department of Transportation and Hennepin County and City of Independence Cooperative Construction Agreement for the County Road 90 and TH 12 Roundabout Construction Project.
 - a. The City Council is being asked to approve the cooperative agreement and authorize the Mayor and City Administrator to execute the agreement.

Kaltsas said Staff met with MNDOT and Hennepin County to review concerns expressed by the City Council. Staff asked for the following changes and revisions to the contract:

- Add language to the contract that is required by the City's insurance company to allow the light poles to be covered under the City's insurance policy. In lieu of adding language, MNDOT can turn over ownership of the lights to the City.

- Can you find out if MNDOT has ever placed signage at or before the roundabout trails that states, “trails not maintained in the winter?” This may alleviate a large portion of the concerns relating to snow plowing.
- Will MNDOT remove the responsibility of the “markings” from the City’s proposed maintenance requirements? MNDOT is going to be monitoring and repainting the road on a schedule and it would not make sense for the City to be on a different schedule for striping?
- If the City does not own the lights, we should discuss adding language relating to small cell technology. The City will want provisions in the agreement that specifically prohibits MNDOT from adding equipment and potentially maintenance to the light poles. I am not sure how this has been handled in previous agreements, but I cannot imagine that MNDOT would expect the City to agree to maintain something that could be impacted by allowing small cell equipment to be added?
- Please consider using a low or no mow grass seed for the boulevards between the trail and sidewalks. The specified seed mix should be noted on the plans.
- During our discussion yesterday it was noted that the trails and crosswalks were for bicyclists crossing TH 12 on CSAH 90. Why do the trails appear to be designed to pick up bicyclists on TH 12? It seems that the trail sections could be shortened to correspond to the cross walks.

Staff is waiting for a response from MNDOT relating to the aforementioned questions and or comments? Staff will review the information at the City Council Meeting. MNDOT noted that without resolution to the contract, the project will be delayed and or canceled. Staff asked for an official position from MNDOT in writing relating to their desire to eliminate this project.

The City has been discussing the TH 12/CSAH 90 2021 roundabout reconstruction project with MNDOT for several years. In December of 2020, MNDOT notified the City that they would be preparing a Cooperative Agreement that would pass down to the City MNDOT’s responsibility for the future maintenance of several key elements of the newly constructed intersection improvement. MNDOT’s internal policy relating to maintenance of key elements (described below) is to pass the responsibility down to the benefitting authority. For this project, the responsibility has been passed down to Hennepin County. Similar to MNDOT’s policy, Hennepin County also has a policy which shifts responsibility down to the local municipality for the same items. There are several significant short and long-term potential impacts to the City resulting from this request. The City is being asked to take over the responsibility for the following maintenance items:

1. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

1.1. Sidewalks. Maintenance of any sidewalk construction on the roundabout at T.H. 12 and C.S.A.H. 90, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

1.2. Maintenance of lighting at and approaching the roundabout, including all legs and within the roundabout as shown in Exhibit “A”, will be shared between the State and the City. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility. The City will be responsible for relamping or LED luminaire replacement, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, and blown fuses for the entire system. For those poles on the

local legs of the roundabout shown in Exhibit "A", the City will be responsible for knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, and damaged foundations for all of the maintenance. The State will be responsible for the remainder of the lighting maintenance within the main roundabout and at the trunk highway legs of the roundabout.

1.3. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

1.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Lighting Maintenance Agreement No. 1000750 dated August 18, 2015, between the State and City, for the existing lighting system on T.H. 12 at C.S.A.H. 90.

In addition to the aforementioned items, the initial agreement also required the City to be financially responsible for the maintenance of the newly created stormwater ponds. The City discussed this point of the agreement further with MNDOT and they ultimately agreed to remove the pond maintenance responsibility from the agreement. Staff is seeking further direction and consideration relating to the proposed cooperative agreement with MNDOT. The City has noted in our discussions that the improvements do not include any City roads or right of way. The City is being asked to take some responsibility for the defined items related to the reconstructed intersection of a state highway and county highway. This agreement also raises questions relating to the TH 12/CSAH 92 reconstruction project that is currently in the process of being designed. The City was informed that a similar agreement will be requested for improvements relating to that project. The costs associated with the cooperative agreement are not budgeted at this time and may be difficult to accommodate depending on the extent of the responsibilities. City Council is asked to consider whether or not to approve entering into a Cooperative Agreement with MNDOT.

Kobilarcsik said there is only one thing holding up the project and that is this agreement with the City. Friday is the big day where the signed documents are needed. Kobilarcsik said the lighting is insured by MnDOT for a knock-down situation. He said the City is responsible for the maintenance. MnDOT feels it is important to have a trail through the roundabout or there is no safety for pedestrians and/ or bikers regardless of how often they may be going through. He said it is standard operating procedure for cities to maintain a walkway.

Johnson asked if there were any questions. Spencer said the trail is not connected to any sidewalks and should not be encouraged. He said just because it is always done does not mean this one makes sense. Spencer asked if the City needed to take this on as we do not even have the equipment to maintain it. Kobilarcsik said there will be people that want to cross and encouraged further thought on it. Spencer said it does not make sense and thinks encouraging crossing there would be troubling. Kaltsas said the language needs to make sense for the partnership with the City which is not like the standard language traditionally used for other cities. He said there can be no ambiguity and feels the language the City is proposing is reasonable. Spencer said a proposal could be to close the micro-trail in the wintertime due to plowing issues.

Motion by Johnson, second by Spencer to amend the approved language into the agreement between the State of Minnesota Department of Transportation and Hennepin County and City of Independence Cooperative Construction Agreement for the County Road 90 and TH 12 Roundabout Construction

Project. Ayes: Johnson, Spencer, McCoy, Grotting and Betts. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED.

9. 2021 Clean-up Day Discussion.

Kaltsas said the City has been discussing a 2021 community clean-up day. Staff has several ideas that it would like to further discuss with and obtain feedback relating to clean-up day from City Council. The clean-up day was not held in 2020 due to the pandemic. Staff offers the following discussion points:

- The City has collected fees associated with the materials brought in by residents. The City has also partnered with Maple Plain and ultimately split costs associated with the event 50/50. The City has spent the following amounts on the community clean-up day over the last 4 years:

YEAR TOTAL	RECEIPTS	TOTAL EXPENSES	DIFFERENCE	AFTER SPLIT WITH M.P.
2019	\$4,733.00	\$5,163.26	(\$430.26)	(\$215.13)
2018	\$5,693.50	\$5,560.18	\$133.32	\$66.66
2017	\$5,533.20	\$7,803.23	(\$2,270.03)	(\$1,135.01)
2016	\$4,313.50	\$5,195.32	(\$881.82)	(\$440.91)

- Staff has been looking for ways to increase participation and access and to reduce contact points this year to the extent possible. Staff discussed the idea of working directly with Randy's to have residents go directly to their site to drop off rather than at City Hall. Randy's was not confident that they could handle a concentrated stream of residents coming all in one day at one general time.

- Staff discussed the possibility of having a drop-off area (fenced area that would be clearly marked for each type of item) at City Hall that would be available to residents over a 1-2 week period including Saturdays. This would allow residents more flexibility in the drop-off times and would eliminate a concentration of vehicles coming at one time. This would require residents to unload their own vehicles. Staff also discussed whether or not this could be a twice annual event (spring and fall) to try to capture more materials?

- Staff discussed making the event free for this year in order to offset not having a day last year and to remove the need for all of the contact/touch points that may limit the number of residents using the service.

- Staff discussed whether or not it makes sense to continue partnering on the event?

- Materials accepted would be:

- o Construction Materials (not concrete)
- o Mattresses
- o Furniture
- o Tires
- o Light Bulbs
- o Batteries
- o Electronics
- o Propane Tanks
- o Recycling Items (cardboard, aluminum, glass)
- o Appliances
- o Bicycles
- o Light Bulbs (including fluorescents)

• Materials **not** accepted would be:

- o Hazardous Materials
- o Concrete
- o Brush/Organics

Staff is seeking further direction and consideration relating to the community clean-up day.

Johnson said we want to make sure all of the construction is finished first. His big concern is that he does not want to see continual junk dropped off. Kaltsas said it would be nice to have a more open schedule for people and be clear on what is permitted. Grotting said he is comfortable with Horner and Kaltsas designing a system that works and proposing the dates. Spencer said the day is generally consistent with other communities and is the first Saturday of May. He said it would be nice to keep that day this year if possible. Spencer said if it is an unattended event, we will probably get a lot of items from people outside of the City. Kaltsas said it could be discussed further and the details could be sent out in the upcoming newsletter.

8. OPEN/MISC.

9. ADJOURN.

Motion by Spencer, second by McCoy to adjourn at 7:54 p.m. Ayes: Johnson, Grotting, McCoy, Betts, and Spencer. Nays: None. Absent: None. None. Abstain. None. MOTION DECLARED CARRIED.

Respectfully Submitted,
Trish Gronstal/ Recording Secretary