



CITY COUNCIL MEETING AGENDA  
TUESDAY AUGUST 20, 2024

**CITY COUNCIL MEETING TIME: 6:30 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 July 30, 2024, Regular City Council Meeting.
  - b. Approval of City Council Minutes from the August 7, 2024, Special City Council Meeting and Workshop.
  - c. Approval of Accounts Payable (Batch #1; Checks Numbered 22987-22996, Batch #2; Checks Numbered 22997-23006, Batch #3; Checks Numbered 23007-23032 and Batch #4; Checks Numbered 23033-23058).
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. West Hennepin Public Safety – Director Gary Kroells: Presentation of the July 2024 Activity Report.
  8. Hennepin County – Joint Powers Agreement for Assessment Services.
  9. Open/Misc.
  10. Adjourn.



CITY COUNCIL MEETING MINUTES  
TUESDAY JULY 30, 2024

**CITY COUNCIL MEETING TIME: 6:30 PM**

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.

2. Pledge of Allegiance

Mayor Johnson led the group in the Pledge of Allegiance.

3. Roll Call

**Present:** Mayor Johnson, Councilors Spencer, McCoy, Betts

**Absent:** Grotting

**Staff:** Kaltsas, Simon, Vose

**Visitors:** Jeanne Hoene, Jenny Harris, Tom Bren, Karen & Dave Malinak,

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 July 16, 2024, Regular City Council Meeting.
- b. Approval of Accounts Payable (Batch #1; Checks Numbered 22973-22986).
- c. Large Assembly Permit:
  - i. Zuhrah Shrine Event - 4505 CSAH 92 on September 21, 2024.
  - ii. Wedding Ceremony - 7165 Turner Road on September 7, 2024

**Motion by Spencer, seconded by Betts to approve the Consent Agenda. Ayes: Johnson, Spencer, Betts, McCoy. Nays: None. Absent: Grotting. Abstain. None. MOTION DECLARED CARRIED. 4-0**

5. Set Agenda – Anyone Not on the Agenda can be Placed Under Open/Misc.

6. Reports of Boards and Committees by Council and Staff.

Betts attended the following meetings:

Minneapolis club Dayton award

Spencer attended the following meetings:

West Suburban Fire

McCoy attended the following meetings:

West Hennepin Police Commission

Johnson attended the following meetings:

Planning Commission

Hwy 55 Corridor Coalition

Police Commission

West Suburban Fire District

Simon attended the following meetings:

Planning Commission

Kaltsas attended the following meetings:

7. Blue Valley Farm LLC (Applicant/Owner) is requesting the following action for the property located at 7550 Turner Road (PID No. 28-118-24-13-0005) in the City of Independence, MN.
  - a. **RESOLUTION No. 24-0730-01:** Considering approval of a conditional use permit amendment to allow an outdoor riding arena to be added to the subject property as a part of the commercial horse boarding facility on the subject property.

Kaltsas – zoned agriculture, guided as agriculture, 23 acres. Brought to planning, planning considered this at two different meetings. Tabled may meeting to relocate/shift/moving arena to have less impact on adjacent meeting. They shifted arena to the west by 96ft. Adjacent property had direct visibility of it. Talked about alternative locations. Applicant decided to shift it to the west and use existing evergreen trees to help mitigate some of the views from the property. Planning Commission recommended approval subject to updating a landscape plan on top of the evergreen trees that were there. Applicant worked with Otten bros to prepare landscape plan. They met with neighbor to utilize feedback and plan for updating landscape plan. Original riding arena was constructed without permits. City reviewed and noted that drainage area that went from the south property to the north. There is a drop from Turner Road going down into the wetland area. With the shift, the applicant is creating better drainage solution or a swale that helps direct it to the wetland area. Applicant proposing a drain tile system to help dry out that area that has been historically a wet area. Landscape plan takes out evergreen trees and install a shrub edge with dogwoods and lilacs with mounding. Also, a less intense edge. Done with adjacent property owner. PC discussed an issue relating to existing CUP. 1. Condition that states no employees reside at the residence. Noted that the owner of the property does not reside in the residence, but the owner of Windamawr Stables does. They are the running business of the property. PC recommended removing that. 2. Discussion about horse shows and events. The condition that spoke to that, owner doesn't plan on utilizing that. We could remove that condition. This limits the events to two. PC stated that we have an assembly permit that council needs to approve it. PC recommended the amendment to CUP.

Johnson- with the removal of the evergreens currently there, it will take several years before there is noticeable growth.

Kaltsas – I think that's right. It's an existing hedge line. Lower-level screening is what the neighbor preferred.

Johnson– asked applicants if they agree with anything mark said.

Jeanne – he did a beautiful job.

Johnson – Bren? Ok?

Bren – we got together and spoke, and everything was agreed upon.

RVose – no employees, but you have a tenant living. How would the change work? Para 4 would be removed. Is there no restriction?

Kaltsas – the intent is that its gray and hard to define. We have provisions in place as a SFD. We cover it in our ordinance already. I don't think its necessary, PC recommended, use of principle use. They would have to do an ADU. Take away the gray language and fall back on the ordinance to enforce.

RVose – whether you own the home or rent the home, in precedence, what a single-family home is. Its typically not a large amount of people. Cannot have a bunch of employees living in the home. Somehow associated with the home.

**Motion by McCoy, seconded by Betts to approve RESOLUTION No. 24-0730-01.**

**Ayes: Johnson, Spencer, Betts and McCoy. Nays: None. Absent: Grotting. Abstain.**

**None. MOTION DECLARED CARRIED. 4-0**

8. Mike Reneau (Applicant) Greg Page (Owner) is requesting the following action for the property located at 7075 Highway 12 (PID No. 22-118-24-24-0001) in the City of Independence, MN:

- a. **RESOLUTION No. 24-0730-02:** Considering approval of a conditional use permit (CUP) to allow a ground mounted solar system greater than 500 SF.

Kaltsas – zoned agriculture, guided as agriculture, 42 acres overall. Applicant had made an application for ground mounted solar last winter and it was considered by the city as both CUP and variance. Recommended denial for variance, CUP was approved up to 500 sq. ft. Ordinance amendment came up after that. When city adopted ground mounted solar, they looked at what the typical house usage. 500 sq. ft is the practical use size to serve the energy need for a typical residential house. MN average home size. Independence doesn't have the same averages for homes. We have seen a couple applications come through for larger than this size. We have seen that properties can go up to 55 kw hours. Max size for residential size can be up to 2500 sq. ft. We amended ordinance as a CUP Ground Mounted Solar System for up to 2500 sq.ft. with additional criteria. Have to be on property located on 5 acres or more and min setback from 100ft and 500 lineal feet. This application came back under new ordinance for additional sqft. 2,070sqft solar – 4 arrays – 230ft from W, 1000 ft to Hwy 12. Nearest structure is approx. ½ mile. Application has written consent of neighboring properties but they own the surrounding properties. Planning Commission held Public Hearing and no comments made. PC recommended approval based on meeting all criteria.

Johnson – I'm curious on solar garden, if you aren't using any electricity, all batteries are charged up. You can't sell it back to the coop.

Kaltsas – they can sell it back. When its being used or not being used, they are selling it back. It is connected to the grid. They are getting an offset on their energy bill. Utility company gets to decide how much that is. They have a substantial property, and they are suggesting they will use all the energy being produced. They are right at the max that is regulated. If they exceed

that, they would be commercial. Shingles, siding, driveway, everything is becoming fair game for solar. I think GMS will go away and everything will become more advanced.

RV – the idea to limit solar systems to a size that would accommodate more than needed, that is smart. The state public utility has changed credits available. Good work, Mark!

Johnson – it's a learning process. Everything getting more efficient. What are they going to do with the stuff? Its nice they are doing this as a new structure. It's an unusual circumstance because of their area.

Kaltsas – Usset said if he stood on his roof on a clear day, he might be able to see it.

J – at initial hearing, a lady built a new house just south of them, she thought she could maybe see it but she was in favor of doing it.

**Motion by Spencer seconded by Johnson to approve RESOLUTION No. 24-0730-02. Ayes: Johnson, Spencer, Betts, and McCoy. Nays: None. Absent: Grotting. Abstain. None. MOTION DECLARED CARRIED. 4-0**

9. Karen Ann Malinak (Applicant/Owner) is requesting the following action for the property located at 2510 County Road 92 (PID No. 16-118-24-33-0003) in the City of Independence, MN.

- a. **RESOLUTION No. 24-0730-03:** Considering approval of a conditional use permit to allow an accessory structure greater than 5,000 SF.

Kaltsas – item went to July planning commission meeting. Detached Accessory Structure larger than 5000. Zoned Agriculture, guided agriculture, approximately 23 acres. Familiar with this property since they just came forward asking for a dog kennel within property, interim use permit approved. Expansion of existing barn, 36x80 – 2080. Add 30x80 (2400) on to the building 5280. It exceeds the max of 5000. Limits all buildings to 5000 sq. ft without at CUP. Greater than 10 acres so there isn't a max of coverage. Livestock and other animals. They are using it for their own purposes. We noted that existing building. No property adjacent to the property, across 92. Expansion goes to the south. Views are limited from surrounding properties. PC discussed proposed CUP, this does not change or have anything to do with the IUP and the dogs. They made a recommendation to approve and met criteria.

Johnson – is everything Mark said, Karen?

Karen – yes, absolutely.

Johnson – building is going up! Hopefully they can approve it.

Karen – we have a permit for what we have built so far.

**Motion by Betts seconded by McCoy to approve RESOLUTION No. 24-0730-03. Ayes: Johnson, Spencer, Betts, and McCoy. Nays: None. Absent: Grotting. Abstain. None. MOTION DECLARED CARRIED. 4-0**

10. Consider Approval of the Council Chambers Flooring Replacement.

Kaltsas – not a great item we have to talk about. As you know the flooring had some issues, we talked to floor people, architect, original architect, installer. They all point back to moisture coming in through the floor causing them not to adhere. Councilmember Spencer talked with someone he knows and Kroells did as well. Two quotes. To be safe and be durable you should put tile back into the floor for longevity. We don't know without significant testing to correct that. There are samples back there. Can't match exactly, but something to look nice without tripping hazard. Scraping floor completely and then scrape glue off floor, treat and waterproof it. We do have drain tile and televised it. Drain tile was in good operating condition. We got

scuppers that go under the building and high-water table. When we peel up these tiles, and electrical outlet in the ground but no standing water but still condensation. Scuppers will be tiled out. Extending drain tile in front of WHPS. Sam's was contracted to finish that drain tile. Its difficult to go after contractors to find out whose fault it was.

Betts – they said a primer and then a waterproofing.

Kaltsas – prime and waterproof on top.

Betts – I'd like to know the process.

Kaltsas – he 's local Delano contractor.

Johnson – where does the drain tile go out to?

Kaltsas – daylights off the hill and rolls back around into the catch basin. Maybe take it right to the manhole. It runs.

Johnson – if the water table is high, it should be running now.

Kaltsas – it should be but its not. Under WHPS we had some duct work, and one was broken.

That duct was filling with water regularly. We vacuum sucked that duct and replaced it going up and over. I'm worried there are other ducts doing the same thing. 14" deep and it was filling up with water. There is high ground water. WHPS is having a lot of humidity at 80%.

Betts – WHPS has carpet and no issue?

Kaltsas – no issue. This was linoleum and never had issues, now we do. It should have been looked at further. We have carpet right here and there are no issues. It's odd that the laminate can't take it.

**Motion by Spencer seconded by Betts to approve flooring replacement. Ayes: Johnson, Spencer, Betts, and McCoy. Nays: None. Absent: Grotting. Abstain. None. MOTION DECLARED CARRIED. 4-0**

#### 11. Review *Draft* Interim Ordinance Relating to Cannabis Businesses Within Independence.

Kaltsas – this has been kicked around and we've been holding out. Vose sends a lot of info on this. We need to act on this and take a look at what the state is going to pass down. We are in an area that could be subject to some of these growing locations. I would like to adopt it before Aug 16<sup>th</sup> meeting.

RV – we have been tracking this pretty closely. Cities are not excited to be doing this. There is a concern that there is an exception.

State has divided this into different elements by regulation. One relates to AG, grower could set up and be grandfathered. That potential exists and I'm not sure you want that to occur. You would put it all on hold and figure out what you want the business to look like if it is going to happen at all. Cover all elements relating to cannabis and not allow anything to happen until state says or cities decide what to do.

Betts – what is the difference between marijuana and hemp.

RV – I don't know but I'm going to guess. THC, cannabis is a stronger form of that.

Betts – plants don't look the same, do they?

RV – put an end or no start on everything until state puts rules on

Kaltsas – we should sit back, let state do its thing and then talk about what we care about and what we don't care about as a protection, this gives us the opportunity to try to understand it.

Betts -what's a timeline on it

RV- no deadline, expectation has been mid or end of q1 next year will start to issue licenses. State is leaning towards allowing some things to happen before licensing is in place.

Motioned by Johnson to have staff prepare a future resolution, seconded by McCoy. **Ayes: Johnson, Spencer, Betts, and McCoy. Nays: None. Absent: Grotting. Abstain. None. MOTION DECLARED CARRIED. 4-0**

12. Open/Misc.

13. Adjourn.

**Motion by Spencer, seconded by McCoy to Adjourn meeting at 6:59pm. Ayes: Johnson, Spence, Grotting and McCoy. Nays: None. Absent: Betts. Abstain. None. MOTION DECLARED CARRIED. 4-0**

Recording Secretary,

Carrie Solien

MINUTES OF A WORK SESSION OF THE  
INDEPENDENCE CITY COUNCIL  
WEDNESDAY AUGUST 7, 2024 – 7:00 AM.  
(WHPS Conference Room)

1. CALL TO ORDER.

Pursuant to due call and notice thereof, a work session of the Independence City Council was called to order by Mayor Johnson at 7:00 a.m.

2. ROLL CALL

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

ABSENT: None

STAFF: City Administrator Kaltsas, Administrative Services Director Simon, Public Works Supervisor Bode

VISITORS: WHPS Director Kroells

3. General Administration

a. 2025 Draft Budget Discussion

o City Budget and General Tax Levy

Kaltsas explained a placeholder was put in for the Maple Plain Fire since the meeting has not happened yet so it is unclear on what that number is. The general budget is looking like about a 6% for the general budget. He said the city knew there would be an increase after talking with the county assessor last year. The county has been relatively flat, but we are seeing growth and developments. Farm/Ag land went up 6.55% with people selling farms to build homes.

Johnson said the AG land went up by \$2000 per acre.

Grotting said buyers just want to know the per acre price. It isn't about quality of soil, it's about where they can build their big house.

Kaltsas said the key items are that the tax capacity last year was 31.47% and this year it is projected to be down to 31.1%. As numbers come in, the budget will be tweaked. The other thing that is being tuned up is the staffing. There is nothing changing with staffing levels, but we are reallocating time and increasing our building inspection time. In the office, the staff are based on a 36-hour work week. The public works staff and Bruce (inspector) are working a 40-hour work week. Bruce is now doing full time on Fridays with all the plans review he has been doing.

Betts asked how old Bruce is.

Kaltsas said he is two years from retirement probably. He plans on working through retirement age and then figure out what he wants to do.

Spencer said maybe the city should add a part time person to help Bruce or share someone.

Kaltsas said sharing hasn't worked in the past with other cities. He said what we have works for now, but if we ever get an urbanized development, then we definitely need to get more help. Lots of plan review time and



inspection time for new homes. The city went from 8 new home permits per year to 20 new home permits per year. He said he will have that conversation with Bruce to get his opinion.

Bode said the city needs to keep in mind that Bruce helps in public works as well and plows snow.

Spencer asked if other cities contract out for inspectors.

Kaltsas said yes. Maple Plain uses MetroWest and Watertown uses MNSpec. An in-house inspector works great for us. Metrowest does fine inspections, but they are not communitive. He said MNSpec does great for inspections and monitoring where a permit is at in the process though.

Kaltsas said the revenues this year that are good things to note, in intergovernmental the city is projected to receive \$92,350 from our TAA fund (Transportation Advancement Account). It is a small cities road fund. The city has never budgeted for that, but now it is legislatively approved and permanent until that changes. Independence is below 5,000 population so it does not get municipal state aid for road projects. But you have to do a ton of work to get state aid and any time you want to spend that money, you have to pay a bunch of money to get it up to their standards. It would be a nightmare for us.

Grotting asked about money set aside for gravel roads.

Kaltsas said we have an assessment agreement with the Merz Family that goes 4 and 10 more years. He said he budgeted that in there. Licenses and permits were put in at \$490k and this year we are trending closer to budget. We are not as strong as last year. Koch Farm Sanctuary, Bridgevine and Hilltop have open lots. They come in waves. Kochs just submitted another new home permit. Hilltop has been having some issues with ground water.

Betts asked how many lots are left in Bridgevine.

Kaltsas said they have submitted 8 permits but they have more.

Grotting said they have specs going on in Kochs. Hanson and Dingman are building on spec. Bridgevine built specs also. He said it was a really slow June.

Kaltsas said the PW capital improvement numbers went down.

Spencer said he thought it was going to go up because of the price of the tandem axel.

Kaltsas said it is looking better than expected.

Spencer asked about purchasing a lawn mower.

Kaltsas said he is going to tweak these numbers but it is projecting around \$75k. There is nothing in other funds for city hall. The floors are coming out of building capital fund. For debt service, 2026 is the last year we have the 2015 and 2010 GO Bonds. The city has already restructured the debt to make up for this. The differences will be seen when the roads are redone.

Spencer said you're better at feathering terms from 3-10 years with how things are trending now. The 10 year muni was back below 2.5% again. The timing of this could be pretty fortuitous. The market is pushing Ded rates 2-3 times. If you bought a CD, you would get 5% for less than a year and if the term was longer you would get 4%.

Kaltsas said when he comes back with the road project, there will be bonds coming off in 2027. The city also budgets about \$70-80k for the assessor's fee and that will be zero next year. We recaptured funding because they decided to go to free. Dust control was way up this year about 20%. And health care is going up 11-14% also. Overall if you have a home worth \$100k and the value didn't change, you would actually see a decrease in your taxes. Market values have gone up so not a lot of people see that, but on a year where there wasn't such a rise, you would see a decrease. Personnel costs and COL are higher as well.

- WHPS Budget

Kaltsas said the police budget is up 10.25% YOY to \$160k. As far as the whole budget goes, the city's general fund is up \$210k. About \$20k goes to fire and \$40k goes to the entire city projected. For next

year we will lose the budget for elections since there won't be any, however the next year we would plan again for that number.

Spencer asked if WHPS was getting an 11<sup>th</sup> officer.

Kroells said yes. He said he had \$190k from both cities that MN gave. He put \$125k to go towards the 11<sup>th</sup> officer. When you look at overall into the future, that money won't be there in 2026-2027. That will have to get figured out as we get closer. He said that WHPS is by far the smallest police department left in the county. Adding an 11<sup>th</sup> officer is where we need to get to with what I think will happen with growth in our community. Our officers are worn out. One was just hired. WHPS has been running with 8 police officers for a while. It is setting us up for the future and growth. Orono and Delano schools are very popular. Also, LMC insurance was a big increase. He said he is spending \$175k for insurance for the police officers. It is about \$120k for work comp insurance and private fire was \$10k for 50 fire fighters. We need to potentially shop around. He asked other cities about work comp and no one had any idea because the city handles that.

- Fire Budgets

**\*\*Waiting on numbers from meeting on Monday.\*\***

**b. Miscellaneous Administration Updates**

Kaltsas said there have only been 3 absentee voters for the primary election so far. The city is open this weekend and Tuesday is Election Day. The tiles are going on the roads. There is a meeting with Hennepin County to talk about the park grant again. I want to go back after that community park. Our intent would be to talk to them and see if we can be competitive. If that's the case, we need to regroup and talk about what we want to do on that.

Spencer said the First Responders game is on August 19<sup>th</sup> at Veterans Memorial Park in Maple Plain. Mayor Julie Maas-Kusske found an ump that is hilarious! Concession stands will be open for food sales, pulled pork.

**4. Interim Ordinance 2024-04 – Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses within the City.**

Kaltsas said this is only good until January. The city will have to revisit this topic at that point, but this just gives the city some time.

OPEN PUBLIC HEARING

CLOSE PUBLIC HEARING

**Motion by McCoy, seconded by Betts to approve Interim Ordinance 2024-04. Ayes: Johnson, Spencer, Betts, McCoy and Grotting. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5-0**

### 3. Adjourn

Johnson motioned to adjourn at 8:31 a.m.

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Respectfully Submitted,  
Amber Simon/ Recording Secretary

Date: August 8<sup>th</sup>, 2024

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

From: Director Gary Kroells

SUBJECT: JULY 2024 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 crashes, 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.

# Monthly Activity Report

## July 2024

Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
<b>City Of Independence</b>				
Criminal	1	8	22	23
Traffic	79	120	518	652
Part III	17	1	55	21
Part IV	31	29	226	208
Part V	131	111	768	778
<b>Total City of Independence</b>	<b>259</b>	<b>269</b>	<b>1,589</b>	<b>1,682</b>
<b>City Of Maple Plain</b>				
Criminal	5	3	17	22
Traffic	20	47	150	236
Part III	4	1	29	10
Part IV	19	26	155	168
Part V	49	51	336	309
<b>Total City Of Maple Plain</b>	<b>97</b>	<b>128</b>	<b>687</b>	<b>745</b>
<b>Grand Total Both Cities</b>	<b>356</b>	<b>397</b>	<b>2,276</b>	<b>2,427</b>
TZD	45	74	183	253
Agency Assists	40	21	166	154
<b>Total ICR Reports</b>	<b>441</b>	<b>492</b>	<b>2,625</b>	<b>2,834</b>
<b>How Received</b>				
Fax	4	3	34	66
In Person	12	7	96	84
Mail	0	0	6	2
Other	0	1	3	6
Phone	27	43	167	180
Radio	174	157	1,067	1,014
Visual	164	241	939	1,198
Email	19	13	118	112
Lobby Walk In	41	27	195	172
<b>Total</b>	<b>441</b>	<b>492</b>	<b>2,625</b>	<b>2,834</b>

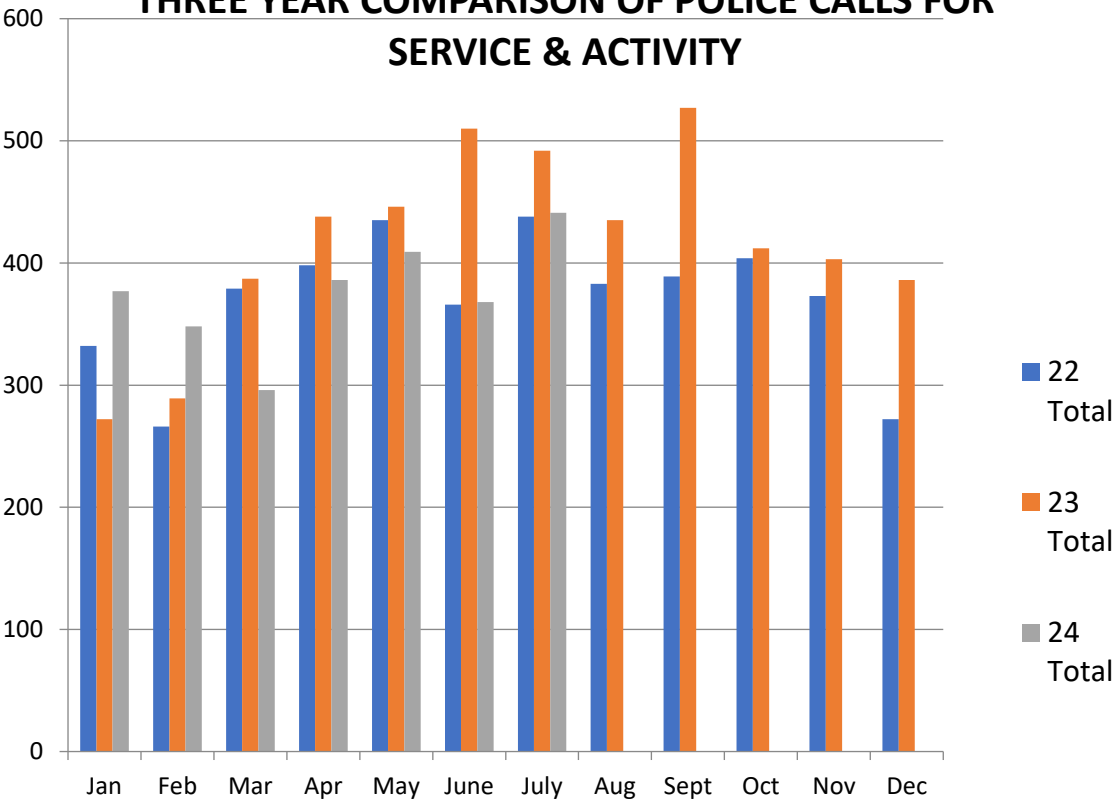
**July 2024 Part I & II****City of Maple Plain #'s 1 & 2**

<b>AGN</b>	<b>ICR</b>	<b>Title</b>	<b>Create Date</b>	<b>Grid #</b>	<b>MOC range</b>	<b>UCR Part</b>
WHPS	24002346	Domestic Arrest – Main Case	7-11-2024	01	AL350	2
WHPS	24002487	OFP Arrest – Secondary Case	7-11-2024	01	N3370	2
WHPS	24002405	Accident/PD/DWI 4 <sup>th</sup> Deg	7-14-2024	01	JGW01	2
WHPS	24002291	Bike Theft/Rpt	7-7-2024	02	TR009	1
WHPS	24002545	Theft/Rpt	7-25-2024	02	TR009	1

**July 2024 Part I & II****City of Independence Grid #'s 3-5**

<b>AGN</b>	<b>ICR</b>	<b>Title</b>	<b>Create Date</b>	<b>Grid #</b>	<b>MOC range</b>	<b>UCR Part</b>
WHPS	24002313	Fraud – Exploitation of Vulnerable Adult	7-8-2024	03	TB999	1

**THREE YEAR COMPARISON OF POLICE CALLS FOR  
SERVICE & ACTIVITY**



# DIRECTOR'S NEWS & NOTES

## WEST HENNEPIN PUBLIC SAFETY July 2024 Activity Report

### Year to Date Activity Report

At the end of July 2024, West Hennepin Public Safety (WHPS) handled year-to-date a total of 2,625 incident complaints. For the month of July; 97 incidents occurred in the City of Independence and 259 in the City of Maple Plain.

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

#### Abandoned Vehicle

July 1

6500 block of Highway 12, Independence. Officer was dispatched to a suspicious vehicle in a business parking lot with two flat tires. It was reported the business has the vehicle on video joyriding in their parking lot. Officer arrived on scene and observed the vehicle with heavy damage. It appeared the vehicle drove up and over one of the roundabouts. Another agency later advised they arrested that party after the driver abandoned the vehicle for an unrelated charge.

#### Suspicious Activity

July 3

7900 block of County Road 11, Independence. Officer was dispatched to suspicious activity where a male was seen standing around the reporting party's driveway. Officer arrived in the area and saw a work vehicle with its lights on and a male in the driver's seat. Officer spoke to the male who advised he was flagging the gas line. Reporting party was advised.

#### Welfare Check

July 4

Intersection of Baker Park Road and Gateway Boulevard, Maple Plain. Officer was on routine patrol when a subject was observed laying in the middle of the road unresponsive. Officer took vitals and the party started coming to. Subject made suicidal comments and then began choking themselves. The patient then got up and led officers on a short foot pursuit. Patient was placed on an emergency transport hold and transported to the hospital by North Memorial Paramedics.



Medical  
July 5

3800 block of County Road 90, Independence. Officer was dispatched to a young female who had fallen off a horse and was experiencing chest and back pain. Officers arrived on scene with West Suburban Fire. The patient advised when she fell from the horse, her body folded when she hit the ground and was pushed into the fence. North Memorial Air Car landed on scene and transported the patient to the hospital.

Suspicious Activity  
July 7

5600 block of Highway 12, Maple Plain. Officer was on routine patrol and found a vehicle backed into an open garage at a nearby business. Officer monitored the male inside the business and made contact with him. He advised he was working on a project and was the shop foreman.

Juvenile Problem  
July 7

1500 block of Rainbow Avenue, Maple Plain. Officer was dispatched to a report of juveniles on a golf cart harassing other kids. Officer located the golf cart at a nearby residence. Officer spoke to an adult on scene and was advised the juveniles cannot drive the golf cart on the road or in the park.

Domestic  
July 8

1500 block of Budd Ave, Maple Plain. Officer was dispatched to a domestic report. Officer arrived on scene and spoke to the reporting party who advised her ex-boyfriend showed up and she didn't want him there. Reporting party said he gets her dogs worked up and was harassing her. She requested a trespass notice be issued. Officer located the male and issued the trespass notice without further issues.

Suspicious Vehicle  
July 9

4800 block of Highway 12, Maple Plain. Officer was dispatched to a vehicle that had two license plates stacked on the rear of the vehicle. Officer arrived on scene and found the vehicle and confirmed both license plates came back to the same VIN. Officer observed damage to the rear and believes the license plates were likely there out of necessity to secure the current plate.

Welfare Check  
July 9

1500 block of Howard Avenue, Maple Plain. Officer was dispatched to a welfare check where her daughter was staying with an older male who has been aggressive with her in the past. Officer arrived on scene and spoke to the male who advised the party was asleep. The party woke up and the officer asked to speak to her alone. She advised she was fine but appeared to be under the influence of an intoxicating substance. She denied wanting to be seen by paramedics. She was told to call the reporting party and advise she was okay.

Stalled Vehicle  
July 10

Intersection of County Road 6 and Townline Road, Independence. Officer was dispatched to a stalled vehicle. Reporting party advised he thinks he needs a jump start, he doesn't have any money, and his phone was about to die. Officer arrived on scene and attempted to jump start the vehicle, which was unsuccessful. Reporting party contacted a tow service who advised it would be up to five hours. Vehicle was left on the side of the road awaiting a tow and the reporting party called a ride-share service for a ride home.

Arrest  
July 11

5200 block of Manchester Drive, Maple Plain. Officer was dispatched to a possible domestic assault. Officer arrived on scene and met with the reporting party who advised her husband had assaulted her. The couple is known to have a restraining order in place. Ultimately, the female was arrested for violation of a restraining order and the male was arrested for domestic assault. Both were booked and transported to Hennepin County Jail to be charged.

Traffic Complaint  
July 11

Intersection of County Road 6 and Ingerson Road, Independence. Officer was dispatched to a driving complaint where a work van was not obeying traffic control devices and was all over the road. Officer located the vehicle and spoke to the driver who was covered in vomit. It was found the driver was having a medical emergency. North Memorial Paramedics arrived and transported the patient to the hospital.

Property Damage  
July 12

300 block of Kuntz Drive, Independence. Officer was dispatched to a construction truck that attempted to turn around in the reporting party's driveway when it got stuck. This caused the truck to drive onto the reporting party's grass and left divots. Reporting party spoke to the foreman who advised they would be out to repair the damages.

Suspicious Activity  
July 13

Intersection of Pioneer Creek Road and County Road 92, Independence. Officer was dispatched to a suspicious vehicle parking on the side of the road. Officer arrived on scene and made contact with the individual who was in the vehicle. The individual provided very unclear and vague responses on his reason for being in the area. Officer made contact with the property owner who advised that individual tends to the bees in the field.

Arrest  
July 14

4800 block of Main Street, Maple Plain. Officer was dispatched to a property damage crash where a vehicle struck a tree. Driver advised she was on the phone with a friend and looking at the GPS when she missed a turn, leaving the roadway, and hitting a tree. Officer observed indication of impairment. Ultimately, she was arrested for DWI and provided an evidentiary breath sample of .09. Driver was released to a sober party.

Suspicious Activity  
July 15

1800 block of Budd Avenue, Maple Plain. Officer was dispatched to a suspicious vehicle with a broken passenger window. Officer made contact with the vehicle owner who advised it didn't appear the vehicle was rummaged through, and nothing was missing. It was believed an object was thrown from a lawn mower causing the window to break.

Solicitor Complaint  
July 18

400 block of County Road 110, Independence. Officer was dispatched to a solicitor in the area, unknown if they have a valid permit. Officer arrived in the area and was unable to locate the solicitor. Based off previous solicitor complaints and description provided, we were familiar with the individual who was previously warned about soliciting without a permit. He was advised he was no longer welcome to promote his business in the city and the soliciting permit he applied for was denied.

Scam  
July 19

5000 block of County Road 11, Independence. Officer was dispatched to a possible scam report. Reporting party advised he received a call from a person who was impersonating a sergeant with the sheriff's office. The caller advised the reporting party had a warrant out for his arrest. He was advised to block the number and to call back if they continue to call.

Welfare Check  
July 25

3400 block of Ihduhapi Trail, Independence. Officer was dispatched to a possible mental health issue. Reporting party was a friend who advised the subject was acting strange and was seeking information and support on how to help their friend. Officer provided resources and was advised to call back if further assistance was needed.

Suspicious Activity  
July 25

5800 block of Three Oaks Avenue, Maple Plain. Officer was dispatched to a suspicious vehicle parked in front of the reporting party's house. She advised the driver walked between the vehicle and her mailbox and had been sitting in the vehicle ever since. Officers arrived on scene and found the vehicle and spoke to the driver. The driver advised she was making a delivery and returned to the vehicle and found a wheel on the vehicle smoking. Driver was waiting for a tow truck. Reporting party was advised.

Solicitor Complaint  
July 26

Intersection of Clayton Drive and Joyce Street, Maple Plain. Officer was dispatched to a suspicious male going door to door and running away. Officer located the male who was attempting to sell pest control services without a permit. Subject originally provided inaccurate personal information while the officer was trying to identify him. He was arrested until he could be identified. Later, he provided valid out of state information. He was cited for soliciting without a permit and was released.

Welfare Check  
July 27

3700 block of County Road 92, Independence. Officer was dispatched to a welfare check where the reporting party's son was dropped off to bail hay at a local farm. Officer spoke to the son's father who advised everything was fine and the reporting party was upset for no reason. He advised police were not needed.

Crash  
July 29

Intersection of County Road 11 and Lake Sarah Road, Independence. Officer was dispatched to a T-bone crash. Officer arrived on scene and confirmed there were no injuries. Both drivers admitted that one driver pulled out in front of the other. One driver was cited for failure to yield.

Gas Leak  
July 30

Intersection of County Road 11 and Lake Haughey, Independence. Officer was dispatched to a large high pressure hit gas line. West Suburban Fire and utility companies responded. The road was shut down for safety purposes. The utility companies were able to respond and pinch off the line. The road was later opened to traffic.

# City of Independence

## Hennepin County - Joint Powers Agreement for Assessment Services

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<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Administrator
<i>Meeting Date:</i>	August 20, 2024

### ***Discussion:***

Hennepin County has provided assessment services to the City of Independence for many years under a joint powers agreement. Historically, the city paid a contract fee for the services provided by the county. Last year, the city paid approximately \$80,000 for assessment services. In 2024, Hennepin County Board approved a plan to provide assessment services to cities in Hennepin County at no charge.

Hennepin County and the city have prepared an updated joint powers agreement to memorialize this change. The agreement is attached to this report for consideration. Key points of the agreement are as follows:

- Charge for assessment services: \$0.00
- Term of agreement: Indefinite
- Termination: 90-day cancellation clause by either party.
- Services: Consistent with past years

### ***Recommendation:***

The City Council is being asked to consider approval of the Hennepin County Joint Powers Agreement for Assessment Services.

***Attachments:*** Hennepin County Joint Powers Agreement for Assessment Services.

## JOINT POWERS AGREEMENT FOR ASSESSMENT SERVICES

**THIS JOINT POWERS AGREEMENT (“Agreement”)** is made and entered into by and between the County of Hennepin, a body politic and corporate under the laws of the State of Minnesota (the “County”), and the City of Independence, a municipal corporation under the laws of the State of Minnesota (the “City”).

### **RECITALS**

1. WHEREAS, Pursuant to Minn. Stat. § 471.59, subdivision 1, the parties to this Agreement agree to exercise certain powers on behalf of the other or to cooperate with respect to their powers, to the extent and according to the terms provided herein;
2. WHEREAS, Minnesota Statutes Section 273.072 authorizes the County and any city or town lying wholly or partially within the County of Hennepin and constituting a separate assessment district to enter into an agreement, pursuant to Minnesota Statutes Section 471.59, for the provision of assessment services in the city or town by the county assessor;
3. WHEREAS, the City lies wholly within the County of Hennepin and constitutes a separate assessment district;
4. WHEREAS, the City desires the County to perform property tax assessments on behalf of the City and the County agrees to do so; and
5. WHEREAS, the City is willing to share all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities under this Agreement.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

### **AGREEMENT**

1. **Recitals.** The foregoing recitals are incorporated in this Agreement.
2. **Purpose.** This Agreement describes the duties and responsibilities of each of the parties related to the provision of assessment services to the City by the County.
3. **Indefinite Term.** This Agreement shall become effective on the Effective Date (as defined in section 20) and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term of years.
4. **Termination.** This Agreement may be terminated by either party, with or without cause, upon ninety (90) days’ written notice.
5. **County Responsibilities.**

- 5.1 The County shall perform, at no cost to the City, property assessments for the City as required by Minnesota Law. The City agrees that the County may perform the assessment services as it deems appropriate. County is responsible for performing the assessment services in compliance with Minnesota Law.

**6. City Responsibilities:**

- 6.1 The City shall provide to the County, at no cost, all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities hereunder, and the City agrees to cooperate in good faith with the County in carrying out the work under this Agreement.
- 6.2 The City shall provide to the County, at no cost, office space, office furniture, and personnel required by the County, as specifically set forth in Exhibit A, attached hereto and made a part hereof by this reference.

7. **Non-Discrimination.** 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.

8. **Relationship of Parties; Employees.** 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.

It is further agreed that in the performance of this Agreement, no employee of the City shall be considered an employee of the County, and no employee of the County shall be considered an employee of the City. Each party is responsible for any and all compensation, rights or benefits of any kind owing to its own employees, including claims pursuant to the Workers' Compensation Act.

**9. Indemnification.**

- 9.1 City: The 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.

- 9.2 County: The 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. Notwithstanding the foregoing, the City's exclusive remedy for any violation of this Agreement by the County is specific performance of the Agreement.

- 10. Dispute Resolution.** The parties will use a dispute resolution process for any unresolved dispute between the parties before exercising any legal remedies. The dispute resolution process is a three-level dispute resolution ladder that escalates a dispute. At each level of the dispute resolution process, the parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level and notifies the other party that the process is elevated to the next level. The parties designate the following dispute resolution representatives: *Level 1: County Assessor and City Administrator; Level 2: Assistant County Administrator Resident Services and City Administrator; Level 3: County Administrator and City Administrator.*

The parties will complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

- 11. Force Majeure.** If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.
- 12. Records.** All records kept by the County and City with respect to the services provided hereunder are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the County and City under this Agreement are governed by Minnesota Statutes, Chapter 13 ("Act"), and the Minnesota Rules implementing the Act.
- 13. Audit.** Under Minnesota Statutes, Section 16C.05, subdivision 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.

14. **Notice.** 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: Independence City Administrator  
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

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. **Amendment.** Any modifications to this Agreement must be in writing as a formal amendment and executed by both parties.

16. **Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits, the Agreement governs.

17. **Severability; Waiver.** The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which when taken together shall comprise one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic transmission (e.g., 'pdf' or 'tif') shall be effective as delivery of a manually executed counterpart of this Agreement.

19. **Effective Date.** This Agreement will be effective on August 1, 2024. Each party is signing this Agreement on the date stated below that party's signature.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's  
Office

\_\_\_\_\_  
Assistant County Attorney

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

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
Chair of Its County Board

ATTEST: \_\_\_\_\_  
Deputy/Clerk of County Board

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

By: \_\_\_\_\_  
County Administrator

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

By: \_\_\_\_\_  
Assistant County Administrator  
- Residential Services

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

\_\_\_\_\_  
**Recommended for Approval**

By: \_\_\_\_\_  
County Assessor/Director,  
County Assessor Department

**CITY OF INDEPENDENCE**

**By:** \_\_\_\_\_  
**Marvin Johnson, Mayor**

**By:** \_\_\_\_\_  
**Mark Kaltsas, City Administrator**

**EXHIBIT A**  
**(Assessment Services – City of Independence)**

During the contract term, the City shall:

1. The CITY agrees to furnish, without charge, secured office space as needed by the COUNTY at appropriate places in the CITY's offices. Such office space shall be sufficient in size to accommodate reasonably one (1) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use upon request 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.

# HENNEPIN COUNTY

## MINNESOTA

## Memo

**To:** City Managers, City Administrators, City Clerks, Finance Directors

**From:** Joshua Hoogland, Hennepin County Assessor *JH*

**Date:** 6/12/2024

**Re:** Duties and responsibilities of assessors

### Duties and responsibilities performed by the Hennepin County Assessor's Office

When choosing the county assessor to perform these functions, a lead appraiser is assigned to the city for day-to-day duties and response to taxpayers and city officials. Duties and responsibilities when choosing the county assessor's office to perform assessing services are listed below.

- Actually view all real and personal property within a 5 year period, as required by law.
- Review and appropriately value all new construction, additions, and renovation each year.
- Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
- Analyze sales, revalue all properties each year in accordance with the real estate market and prepare the initial assessment roll.
- Print and mail valuation notices.
- Respond to taxpayers regarding assessment or appraisal problems or inquiries in a timely fashion.
- Serve as an assessment resource to taxpayers and city officials.



- Conduct valuation reviews prior to Board of Review or Open Book Meetings, as deemed relevant by the City – approximate dates: March 1 through May 15.
- Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
- Maintain an updated property file – current values, classification data and characteristic data.
- Prepare divisions and combinations as required by plats or other parcel changes.
- Administer the abatement process pursuant to Minn. Stat. §375.192.
- Prepare appraisals; defend and/or negotiate all Tax Court cases.
- Provide all computer hardware and software applications necessary to complete contracted services.
- Process all homestead and special program applications.

#### Contact

Hennepin County Assessor  
Joshua Hoogland  
(612) 348-8853  
[joshua.hoogland@hennepin.us](mailto:joshua.hoogland@hennepin.us)