



CITY COUNCIL MEETING AGENDA  
TUESDAY FEBRUARY 15, 2022

**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 February 1, 2022, Regular City Council Meeting.
  - b. Approval of Accounts Payable (Batch # 1; Checks Numbered 21032-21067).
  - c. Approve Agriculture Preserve Application for the Following Property (PID No. 20-118-24-23-0002).
  - d. **RESOLUTION 22-0215-01** – Approval of Organic Recycling Grant and Establishment of Organics Drop Off Site at City Hall.
  - e. Approval of Pay Application #14 by Rochon Corporation for City Hall Improvements.
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 January 2022 Activity Report.
8. Consider Approval of a Lease Agreement with North Memorial Health Care for Use of Stalls in the New West Hennepin Public Safety Garage Space.
9. Follow Up Discussion Regarding Fernwood Hills Park Property Confirmation
10. Open/Misc.
11. Adjourn.

MINUTES OF A REGULAR MEETING OF THE  
INDEPENDENCE CITY COUNCIL  
TUESDAY FEBRUARY 1, 2022 – 5:00 P.M.  
\*\*SPECIAL MEETING TIME DUE TO CAUCUS\*\*  
City Hall Chambers

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 5:00 p.m.

2. PLEDGE OF ALLEGIANCE.

Mayor Johnson led the group in the Pledge of Allegiance.

3. ROLL CALL

PRESENT: Mayor Johnson, Councilors Spencer and Betts

ABSENT: McCoy and Grotting

STAFF: City Administrator Kaltsas, Assistant to Administrator  
Horner and Bob Vose

VISITORS: Mark and Melissa Gaalsysk, Ken Koziol, Robert Knight

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 January 18, 2022, Regular City Council Meeting.
- b. Approval of Accounts Payable (Batch # 1; Checks Numbered 20994-21031).
- c. Approve Required Pay Equity Report.
- d. Approval to Accept Public Improvements for Hamilton Hills and Release Letter of Credit in Accordance with Development Agreement.
- e. **RESOLUTION 22-0201-01** - Appointment of Planning Commissioner Hal Tearse.
- f. Approval of Annual Liquor License Renewals for the Following Establishments:
  - i. Ox Yoke Inn - Off Sale, On Sale and Sunday License
  - ii. Windsong Farm Golf Club LLC - Off Sale, On Sale, Sunday and Tobacco License
  - iii. Pioneer Creek Golf LLC - On Sale and Sunday License

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

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

Johnson asked about adding a conversation about the DEED letter we received from Hennepin County about the Fern Dr. Property.

## 6. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF

### **Spencer attended the following meetings:**

- MPCA
- Planning
- Lynda Franklin's Retirement

### **Betts attended the following meetings:**

- Lynda Franklin's Retirement

### **Johnson attended the following meetings:**

- Planning
- Orono Healthy Youth (virtual)
- Listened to a program about what Mark Johnson & Senator Robins think will happen in legislature
- Energy & Environment with NLC (Virtual)
- SLUC about housing (Virtual)
- Sr. Community Services (Virtual)
- Lynda Franklin's Retirement
- LMCC land use Webinar (Virtual)
- Retirement for Teresa Cain with Haven Homes (Virtual)

### **Horner attended the following meetings:**

- Planning
- Lynda Franklin's Retirement

### **Kaltsas attended the following meetings:**

- None

## 7. Proclamation Honoring Planning Commissioner Thomas Palmquist for His Service to the City of Independence.

Mayor Marvin Johnson read and presented the Proclamation to Thomas Palmquist. Johnson said he appreciated all the work Tom has done and for handling all the concerns that Planning Commission have.

**Motion by Spencer, second by Betts to approve Proclamation for Tom Palmquist. Ayes: Johnson, Spencer and Betts. Nays: None. Absent: McCoy and Grotting. Abstain. None. MOTION DECLARED CARRIED.**

8. Mark Gaalswyk (Applicant/Owner) is requesting the following action for the property located at 2855 Copeland Road (PID No. 18-118-24-14-0003) in the City of Independence, MN:

a. **RESOLUTION 22-0201-02** – Considering approval of the following:

- A conditional use permit to allow an accessory dwelling unit within the existing detached accessory structure.

Kaltsas said this is a consideration for a CUP to allow an accessory dwelling unit within the existing detached accessory structure. It is zoned AG. It is roughly 22 acres in size. ADU needs to be connected to the primary septic or utilize its own holding tank. This case, applicants have an existing building that has already been constructed as an accessory dwelling prior to them taking ownership of the property. It likely could comply with all the provisions they have made. The CUP cannot impact any of the surrounding properties, but this property is 22 acres and has limited views or no potential impact on surrounding properties. There were 2 other neighboring properties that submitted letters of support. This will need to be inspected. There were minor issues found but will be worked out. This ADU met the criteria for ADU and CUP.

Mark Gaalswyk said that everything was covered, and their goal is to use this for their parents.

**Motion by Spencer, second by Betts to approve Resolution 22-0201-02. Ayes: Johnson, Spencer and Betts. Nays: None. Absent: McCoy and Grotting. Abstain. None. MOTION DECLARED CARRIED.**

9. Robert Knight (Applicant/Owner) is requesting the following action for the property located at 4672 Lake Sarah Drive S (PID No. 02-118-24-22-0024) in the City of Independence, MN:

b. **RESOLUTION 22-0201-03** – Considering approval of the following:

- A variance for a reduced side yard setback to allow a new home to be constructed on the subject property in place of the existing home.

Kaltsas said this is a request for a variance for 4 setbacks. Applicant would like to take down the existing structure and rebuild. The new home would have an attached garage and deck. There is currently an extensive retaining wall and deck down to the lakeshore now with a detached garage. This lot is very narrow. For lots prior to 1982, they filled in an 60% admin variance. If you can meet 60% of the applicable setbacks, applicants and the City can work with that without any further consideration of the City. All the setbacks applicable to this lot would be reduced by 40%. The existing structure has a lake setback of 36%. The new structure would bring everything back into the center of the lot and further from the side yard setbacks and back further from the lake. There is a 25% max impervious surface area, and they are currently 13sqft away from that, so we are working with the applicants to figure that out. One of the ways that can do this is by having a permeable paved driveway which would help offset that 13sqft. Planning Commissioners felt that because of the difficulties trying to develop this lot and the present encroachments this would make it more compact and much better. They recommended Council grant approval as described in Resolution and staff report. Johnson asked if the original



house was a cabin. Spencer said it was expanded off the original cabin. Rob Knight said in 1950 it was a cabin. Spencer said the neighbors appreciate this because it has been a challenging lot.

**Motion by Betts, second by Johnson to approve Resolution 22-0201-03. Ayes: Johnson, Spencer, and Betts. Nays: None. Absent: McCoy and Grotting. Abstain. None. MOTION DECLARED CARRIED.**

13. Open/Misc.

Regarding the DEED property, Kaltsas said we received a letter from the State of MN regarding a use agreement. The 30-year sunset on this property on Fern Dr. Johnson said we have a pumping station on it, but it is not a buildable lot since it is really steep and goes down to a swamp. They initially thought of this as a park. The staff should check this out and reach out to the state to see what the options are. Kaltsas said we will bring this back at the next meeting. Bob Vose said stick to the 30 days.

**Motion by Johnson, second by Spencer to defer to staff for recommendations. Ayes: Johnson, Spencer and Betts. Nays: None. Absent: McCoy and Grotting. Abstain. None. MOTION DECLARED CARRIED.**

14. Adjourn.

**Motion by Spencer, second by Betts to adjourn at 5:43pm. Ayes: Johnson, Spencer, and Betts. Nays: None. Absent: McCoy and Grotting. Abstain. None. MOTION DECLARED CARRIED.**

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Respectfully Submitted,  
Amber Simon / Recording Secretary



RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION 22-0215-01**

**RESOLUTION ESTABLISHING AN ORGANICS DROP-OFF  
LOCATION IN THE CITY OF INDEPENDENCE**

WHEREAS, the City of Independence receives SCORE funds from Hennepin County to provide 1) general funding for waste reduction and recycling programs, 2) curbside organics recycling programs, 3) organics drop-off sites, 4) multifamily waste reduction and recycling; and

WHEREAS, the City of Independence being a city under 10,000 population will receive 40% of the allotted funds for waste reduction and recycling programs and \$3,300 to provide funding for organics drop-off site expenses from Hennepin County; and

WHEREAS, the City of Independence is offering a secured organics drop-off container services; and

WHEREAS, the City of Independence will provide one drop-off site location to provide residential organics drop-offs for no additional charge to residents; and

WHEREAS, the City of Independence will locate the drop-off site at 1920 County Road 90.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Independence, Minnesota hereby accepts the \$3,300 funds from Hennepin County and will establish one organics drop-off site within city limits in 2022.

This resolution was adopted by the City Council of the City of Independence on this 15th day of February 2022, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Marvin Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Mark Kaltsas, City Administrator



ARCHITECTURE INTERIOR DESIGN LANDSCAPE ARCHITECTURE ENGINEERING

Mark Kaltsas  
City of Independence  
1920 County Rd 90  
Maple Plain, MN  
55359

January 13, 2022

Dear Mark,

We have received Payment Application #14 from Rochon Corporation for the Independence City Hall Renovation, with cover letter dated January 5, 2021. We have reviewed the application against work completed and documented within the invoice period listed on the application and recommend payment of current payment due of \$55,550.31. We believe the retainage listed and balance of work to be completed should be sufficient to cover the outstanding items still to be resolved.

If there are any questions I can answer on this application, please reach out via email or phone.

Thanks,

A handwritten signature in blue ink, appearing to read 'A. Enright', with a stylized flourish at the end.

Anthony Enright  
Project Manager  
BKV Group



Suite 200  
28 2nd St NW  
Osseo, MN 55369  
Office 763.559.9393  
Fax 763.559.8101  
[www.rochoncorp.com](http://www.rochoncorp.com)

January 5, 2022

Mr. Mark Kaltsas  
1920 County Road 90  
Independence, MN 55359

Re: Pay Application for Independence City Hall

Dear Mark:

Enclosed is our fourteenth Application for Payment of work performed through December 31, 2021 at 1920 County Road 90 in Independence, MN. Please process promptly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trevor Bisping", with a stylized flourish at the end.

Trevor Bisping  
Project Manager

TB/glb  
Enclosures

*Commitment*

*Flexibility*

*Reliability*

*Capability*

*Equal Opportunity Employer*

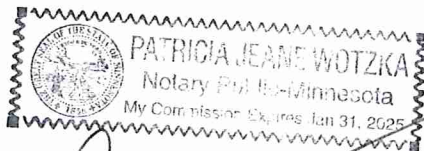
## WAIVER OF CONSTRUCTION LIEN PAYMENT

January 1, 2022

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by City of Independence (owner), is located at 1920 County Road 90, Independence, MN is described as Independence City Hall Renovations and this waiver pertains to a portion of the work to be performed by Rochon Corporation (prime contractor).

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract with City of Independence through the date of this waiver in the amount of FIFTY FIVE THOUSAND FIVE HUNDRED FIFTY & 31/100 DOLLARS (\$55,550.31).

This lien waiver is not valid until the amount listed above has been received.



*Patricia Wotzka*  
Contractor Waiver Form

Company Name Rochon Corporation

By *Paul Braton*  
Paul Braton  
Its Executive Vice President

## TO OWNER/CLIENT:

City of Independence

## PROJECT:

Independence City Hall Renovations  
1920 County Road 90  
Independence, Minnesota 55359

## APPLICATION NO: 14

INVOICE NO: 14

PERIOD: 12/01/21 - 01/01/22

PROJECT NO: 2017

## FROM CONTRACTOR:

Rochon Corporation Minnesota  
28 2nd St NW, Suite 200  
Osseo, Minnesota 55368

## VIA ARCHITECT/ENGINEER:

Susan Morgan (BKV Group)  
222 North Second Street  
Minneapolis, Minnesota 55401

## CONTRACT DATE:

CONTRACT FOR: Independence City Hall Renovations Prime Contract

## CONTRACTOR'S APPLICATION FOR PAYMENT

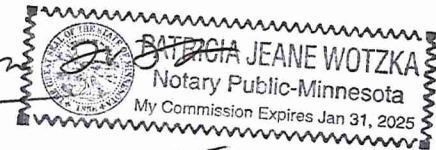
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$1,721,484.00
2.	Net change by change orders	\$139,944.79
3.	Contract Sum to date (Line 1 ± 2)	\$1,861,428.79
4.	Total completed and stored to date (Column G on detail sheet)	\$1,828,916.65
5.	Retainage:	
	a. 5.00% of completed work	\$91,445.92
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$91,445.92
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$1,737,470.73
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$1,681,920.42
8.	Current payment due:	\$55,550.31
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$123,958.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$145,506.04	\$(5,561.25)
Total approved this month:	\$0.00	\$0.00
Totals:	\$145,506.04	\$(5,561.25)
Net change by change orders:	\$139,944.79	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Rochon Corporation Minnesota

By: *Paul J. H.*Date: 1/5/22State of: MACounty of: HennepinSubscribed and sworn to before  
me this 5<sup>th</sup> day of JanNotary Public: *Patricia Jeane Wotzka*My commission expires: 1-31-2025

## ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$55,550.31

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: *AS*Date: 01.13.2022

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.



Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 14

APPLICATION DATE: 12/25/2021

PERIOD: 12/01/21 - 01/01/22

## Contract Lines

Contract Lines										
A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01.O General Requirements.Other	General Conditions	\$184,927.82	\$162,536.14	\$15,000.00	\$0.00	\$177,536.14	96.00%	\$7,391.68	\$8,876.80
2	02-100.S Selective Demolition.Commitment	Selective Demolition	\$56,865.17	\$56,865.17	\$0.00	\$0.00	\$56,865.17	100.00%	\$0.00	\$2,843.26
3	02-300.S Earthwork.Commitment	Earthwork	\$27,558.00	\$27,558.00	\$0.00	\$0.00	\$27,558.00	100.00%	\$0.00	\$1,377.90
4	02-480.S Landscaping.Commitment	Landscaping	\$9,300.00	\$4,325.00	\$0.00	\$0.00	\$4,325.00	46.51%	\$4,975.00	\$216.25
5	02-580.S Pavement Marking.Commitment	Pavement Marking	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
6	02-784.S Stone Unit Pavers.Commitment	Stone Unit Pavers	\$10,675.00	\$10,675.00	\$0.00	\$0.00	\$10,675.00	100.00%	\$0.00	\$533.75
7	02-813.S Lawn Sprinkling and Irrigation.Commitment	Lawn Sprinkling and Irrigation	\$10,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	50.00%	\$5,000.00	\$250.00
8	02-820.S Fences and Gates.Commitment	Fences and Gates	\$27,423.00	\$27,423.00	\$0.00	\$0.00	\$27,423.00	100.00%	\$0.00	\$1,371.15
9	03-300.S Cast In Place Concrete.Commitment	Cast In Place Concrete	\$106,150.00	\$94,783.00	\$11,367.00	\$0.00	\$106,150.00	100.00%	\$0.00	\$5,307.50
10	05-100.M Structural Metals.Materials	Structural Metals	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00	100.00%	\$0.00	\$925.00
11	05-600.S Steel Erection.Commitment	Steel Erection	\$7,725.00	\$7,725.00	\$0.00	\$0.00	\$7,725.00	100.00%	\$0.00	\$386.25
12	06-100.S Rough Carpentry.Commitment	Rough Carpentry	\$28,024.00	\$28,024.00	\$0.00	\$0.00	\$28,024.00	100.00%	\$0.00	\$1,401.20
13	06-170.M Structural Wood.Materials	Structural Wood	\$53,977.55	\$53,977.55	\$0.00	\$0.00	\$53,977.55	100.00%	\$0.00	\$2,698.88
14	06-400.S Millwork.Commitment	Millwork	\$100,586.49	\$98,673.81	\$1,912.68	\$0.00	\$100,586.49	100.00%	\$0.00	\$5,029.32
15	07-400.S Roofing and Siding Panels.Commitment	Roofing and Siding Panels	\$105,750.00	\$105,750.00	\$0.00	\$0.00	\$105,750.00	100.00%	\$0.00	\$5,287.50
16	07-420.S Wall Panels.Commitment	Wall Panels	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
17	07-500.S Membrane Roofing.Commitment	Membrane Roofing	\$4,500.00	\$789.43	\$0.00	\$0.00	\$789.43	17.54%	\$3,710.57	\$39.47

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
18	07-530.S Roofing & Sheetmetal.Commitment	Roofing & Sheetmetal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
19	07-810.S Skylights.Commitment	Skylights	\$25,470.00	\$25,470.00	\$0.00	\$0.00	\$25,470.00	100.00%	\$0.00	\$1,273.50
20	07-900.S Joint Sealers.Commitment	Joint Sealers	\$1,690.00	\$1,690.00	\$0.00	\$0.00	\$1,690.00	100.00%	\$0.00	\$84.50
21	08-100.M Hollow Metal & Hardware.Materials	Hollow Metal & Hardware	\$33,100.00	\$33,100.00	\$0.00	\$0.00	\$33,100.00	100.00%	\$0.00	\$1,655.00
22	08-360.S Overhead Doors.Commitment	Overhead Doors	\$12,300.00	\$12,300.00	\$0.00	\$0.00	\$12,300.00	100.00%	\$0.00	\$615.00
23	08-800.S Glazing.Commitment	Glazing	\$163,843.00	\$160,446.00	\$3,397.00	\$0.00	\$163,843.00	100.00%	\$0.00	\$8,192.15
24	09-250.S Gypsum Wallboard.Commitment	Gypsum Wallboard	\$163,788.00	\$163,788.00	\$0.00	\$0.00	\$163,788.00	100.00%	\$0.00	\$8,189.40
25	09-300.S Tile.Commitment	Tile	\$44,170.00	\$44,170.00	\$0.00	\$0.00	\$44,170.00	100.00%	\$0.00	\$2,208.50
26	09-500.S Ceilings.Commitment	Ceilings	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100.00%	\$0.00	\$700.00
27	09-600.S Flooring.Commitment	Flooring	\$45,035.00	\$45,035.00	\$0.00	\$0.00	\$45,035.00	100.00%	\$0.00	\$2,251.75
28	09-843.S Acoustical Wall Panels.Commitment	Acoustical Wall Panels	\$9,500.00	\$9,500.00	\$0.00	\$0.00	\$9,500.00	100.00%	\$0.00	\$475.00
29	09-900.S Paints and Coatings.Commitment	Paints and Coatings	\$21,408.00	\$21,408.00	\$0.00	\$0.00	\$21,408.00	100.00%	\$0.00	\$1,070.40
30	10-200.M Louvers and Vents.Materials	Louvers and Vents	\$13,883.63	\$13,883.63	\$0.00	\$0.00	\$13,883.63	100.00%	\$0.00	\$694.18
31	10-260.M Wall and Corner Guards.Materials	Wall and Corner Guards	\$90.72	\$90.72	\$0.00	\$0.00	\$90.72	100.00%	\$0.00	\$4.54
32	10-350.M Flagpoles.Materials	Flagpoles	\$403.92	\$403.92	\$0.00	\$0.00	\$403.92	100.00%	\$0.00	\$20.20
33	10-440.S Signage.Commitment	Signage	\$17,950.00	\$14,575.00	\$0.00	\$0.00	\$14,575.00	81.20%	\$3,375.00	\$728.75
34	10-520.M Fire Protection Specialties.Materials	Fire Protection Specialties	\$803.52	\$803.52	\$0.00	\$0.00	\$803.52	100.00%	\$0.00	\$40.18
35	10-600.S Partitions.Commitment	Partitions	\$26,454.00	\$26,454.00	\$0.00	\$0.00	\$26,454.00	100.00%	\$0.00	\$1,322.70
36	10-800.M Toilet, Bath, and Laundry Specialties.Materials	Toilet, Bath, and Laundry Specialties	\$1,923.13	\$1,923.13	\$0.00	\$0.00	\$1,923.13	100.00%	\$0.00	\$96.16
37	11-452.S Appliances.Commitment	Appliances	\$3,653.60	\$3,653.60	\$0.00	\$0.00	\$3,653.60	100.00%	\$0.00	\$182.68



A		B	C	D	E	F	G		H	I
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				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
38	12-490.S Window Coverings.Commitment	Window Coverings	\$3,875.00	\$3,875.00	\$0.00	\$0.00	\$3,875.00	100.00%	\$0.00	\$193.75
39	15-400.S Plumbing.Commitment	Plumbing	\$53,500.00	\$53,500.00	\$0.00	\$0.00	\$53,500.00	100.00%	\$0.00	\$2,675.00
40	15-500.S HVAC.Commitment	HVAC	\$96,932.25	\$96,932.25	\$0.00	\$0.00	\$96,932.25	100.00%	\$0.00	\$4,846.63
41	16-000.S Electrical.Commitment	Electrical	\$122,374.00	\$119,974.00	\$2,400.00	\$0.00	\$122,374.00	100.00%	\$0.00	\$6,118.70
42	17-010.O Contingency.Other	Allowance #1	\$5,000.00	\$3,115.11	\$0.00	\$0.00	\$3,115.11	62.30%	\$1,884.89	\$155.76
43	17-010.O Contingency.Other	Allowance #2	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,800.00	\$0.00
44	17-040.O Profit.Other	Overhead & Profit	\$86,074.20	\$82,104.66	\$3,969.54	\$0.00	\$86,074.20	100.00%	\$0.00	\$4,303.71
TOTALS:			\$1,721,484.00	\$1,654,800.64	\$38,046.22	\$0.00	\$1,692,846.86	98.34%	\$28,637.14	\$84,642.37

## Change Orders


A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
45	PCCO#001 Owner Change Order #1	\$60,372.59	\$46,153.00	\$10,344.59	\$0.00	\$56,497.59	93.58%	\$3,875.00	\$2,824.88
46	PCCO#002 Owner Change Order #2	\$34,932.66	\$32,517.66	\$2,415.00	\$0.00	\$34,932.66	100.00%	\$0.00	\$1,746.66
47	PCCO#003 Owner Change Order #3	\$16,743.87	\$14,634.35	\$2,109.52	\$0.00	\$16,743.87	100.00%	\$0.00	\$837.19
48	PCCO#004 Owner Change Order #4	\$27,895.67	\$22,336.97	\$5,558.70	\$0.00	\$27,895.67	100.00%	\$0.00	\$1,394.82
TOTALS:		\$139,944.79	\$115,641.98	\$20,427.81	\$0.00	\$136,069.79	97.23%	\$3,875.00	\$6,803.55

## Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,861,428.79	\$1,770,442.62	\$58,474.03	\$0.00	\$1,828,916.65	98.25%	\$32,512.14	\$91,445.92

Date: February 7, 2022

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

From: Director Gary Kroells 

SUBJECT: January 2022 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.

## Monthly Activity Report January 2022

Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
<b>City Of Independence</b>				
Criminal	8	7	8	7
Traffic	77	124	77	124
Part III	6	7	6	7
Part IV	36	31	36	31
Part V	75	96	75	96
<b>Total City of Independence</b>	<b>202</b>	<b>265</b>	<b>202</b>	<b>265</b>
<b>City Of Maple Plain</b>				
Criminal	4	4	4	4
Traffic	28	30	28	30
Part III	1	2	1	2
Part IV	25	18	25	18
Part V	36	55	36	55
<b>Total City Of Maple Plain</b>	<b>94</b>	<b>109</b>	<b>94</b>	<b>109</b>
<b>Grand Total Both Cities</b>	<b>296</b>	<b>374</b>	<b>296</b>	<b>374</b>
TZD	0	2	0	2
Agency Assists	36	14	36	14
<b>Total ICR Reports</b>	<b>332</b>	<b>388</b>	<b>332</b>	<b>388</b>
<b>How Received</b>				
Fax	2	15	2	15
In Person	20	10	20	10
Mail	1	1	1	1
Other	3	2	3	2
Phone	22	31	22	31
Radio	152	131	152	131
Visual	108	169	108	169
Email	15	29	15	29
Lobby Walk In	9	0	9	0
<b>Total</b>	<b>332</b>	<b>388</b>	<b>332</b>	<b>388</b>



January 2022 Criminal Part I & II  
City of Independence Grid #'s 3-5

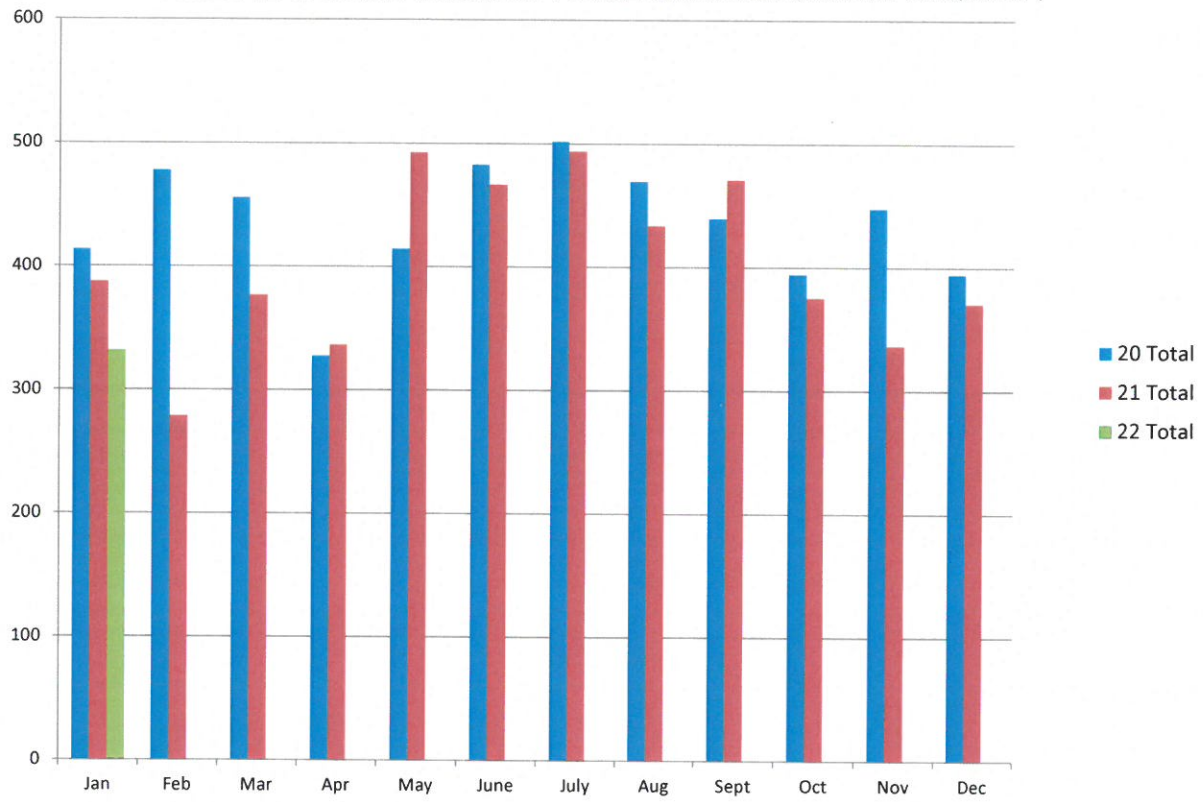
<a href="#">AGN</a>	<a href="#">ICR</a>	<a href="#">Title</a>	<a href="#">Grid #</a>	<a href="#">Reported Date</a>	<a href="#">MOC range</a>
WHPS	22000031	Damage to Property	3	1/4/2022	P3119
WHPS	22000062	Theft of Motor Vehicle	3	1/6/2022	TA150
WHPS	22000063	Fraudulent Unemployment Benefit Claim	5	1/6/2022	U0540
WHPS	22000110	Fraudulent Unemployment Benefit Claim	3	1/11/2022	U0540
WHPS	22000116	ID Theft	3	1/11/2022	U0540
WHPS	22000121	Narcotics	4	1/12/2022	DC500
WHPS	22000255	3rd Degree DWI	4	1/24/2022	JFW01

WHPS 22000265 Assault 4 1/25/2022 A5350

January 2022 Criminal Part I & II  
City of Maple Plain Grid # 1-2

<a href="#">AGN</a>	<a href="#">ICR</a>	<a href="#">Title</a>	<a href="#">Grid #</a>	<a href="#">Reported Date</a>	<a href="#">MOC range</a>
WHPS	22000022	Theft	1	1/3/2022	TW019
WHPS	220000184	Theft	2	1/18/2022	U0550
WHPS	22000070	Theft	1	1/7/2022	U128C
WHPS	22000129	Damage to Property	2	1/13/2022	P3119

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



# DIRECTOR'S NEWS & NOTES

## WEST HENNEPIN PUBLIC SAFETY January 2022 Activity Report

### Year to Date Activity Report

At the end January 31, 2022, West Hennepin Public Safety (WHPS) handled year-to-date a total of 332 incident complaints: For the month of January; 202 incidents occurred in the City of Independence and 94 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.

### Recent Highlighted Cases:

#### Crash

Jan 1 5:12 a.m. Hwy 12/ Main Street. Maple Plain. Veh1 e/b on Hwy 12 thought it was a passing double lane and passed a vehicle e/b on Hwy 12. Veh1 was approaching Main Street E, unable to stop in time for a MNDOT snowplow truck that was pulling out onto Hwy 12 and struck the plow blade. Roads were patchy with ice. No injuries. Veh1 cited for Failure to Drive with Due Care.

#### Crash

Jan 2 8:14 a.m. Hwy 12 / CR 92S, Independence. Driver was e/b Hwy 12, stated the sun was directly in her eyes, she struck a concrete median causing her vehicle to spin around and strike the median again. Vehicle had front end damage. Seatbelt was worn, no injuries.

#### Fire / Alarm

Jan 3 1:47 a.m. 5100 block Main Street, Maple Plain. Dispatched for a business water alarm. Officer observed through a window, that water was leaking down from the ceiling. Maple Plain Fire arrived and shut the water off from the outside. Owner arrived on scene, was advised of the issue and he was very thankful for all the help.

#### Car Stalled

Jan 3 2:21 p.m. 5400 block Moline Rd, Independence. Unoccupied vehicle parked on Moline Road, unknown if stalled. Officer contact with the registered owner who was out on a walk. All Ok.

#### Welfare Check

Jan 3 1500 block Howard Ave, Maple Plain. Caller requested welfare check on her father who was not answering her phone call. Resident was not at home and a neighbor stated he was at the hospital. Caller was advised of Officer findings.

#### Fall

Jan 3 9:42 p.m. 4800 block Gateway Blvd, Maple Plain. Female fell from her walker into the shower was assisted by Officers and Maple Plain Fire into a chair. North Memorial EMS arrive, determined she needed to be seen at the hospital, and transported her.

#### Property Damage

Jan 4 4400 block Lake Sarah Dr. S, Independence. Resident reported his locked mailbox was damaged on December 24<sup>th</sup>. The door of the mailbox was down, and mail was missing. Resident has not received specific mail he is waiting for. He will look into it, if it had been sent to him or possibly stolen from his mailbox. Resident will advise police of his findings.

#### Suspicious Activity

Jan 4 Pagenkopf Rd / Fieldstone Rd, Independence. Reported a wide track vehicle was driven into the ditches, struck a tree and tracks show driving out of the ditch onto the road. Extra patrol requested for this area.

#### Fall

Jan 4 9:42 p.m. 4800 block Gateway Blvd, Maple Plain. Officer and staff assisted a female to a chair who had fallen, was not injured but uncomfortable from sitting on the floor.

#### Road Debris

Jan 4 5:44 p.m. Hwy 12 / CR 90 Roundabout, Independence. Caller reported road debris at the CR 90 / Hwy 12 roundabout. Officer arrival found a caterpillar (CAT) brand backhoe bucket partially in the roadway. The bucket clearly fell off a trailer, weighed 394lbs and a towing company responded and removed the bucket due to its size. S/N e-mailed CAT to see if they might know who the owner is. No markings on the bucket.

#### Crash

Jan 5 Hwy 12/ CR 90, Independence. Veh1 and Veh2 w/b Hwy 12 both entering the CR 90 roundabout. Veh2 entered crossing into the outside lane sideswiping Veh1 causing Veh1 to leave the roadway and strike a Yield sign. Veh2 continued w/b on Hwy 12. Veh2 driver was located and stated both vehicles did take-up both lanes to negotiate the roundabout.

#### Illness

Jan 5 8200 block CR 6, Independence. Female felt she had food poisoning. North Memorial EMS transported her to the hospital.

#### Damage to Property

Jan 5 7900 block Hwy 12, Independence. Officer observed a damage cable barrier that was apparent a vehicle had struck it. The area was checked, and a damaged vehicle was not located. MN DOT as advised of the damage.

#### In park after hours

Jan 5 10:08 p.m. 2055 CR 90, Independence. 16-year-old female and a 19-year-old male in the Pioneer Community Park after hours watching a movie in the back of a vehicle. They were advised the park was closed and the parents were notified.

#### Motorist Assist

Jan 5 11:23 p.m. Hwy 12 / CR 90, Independence. Driver stated that he was e/b on Hwy 12 when he felt his car strike something in the roadway. Approximately 1 mile later discovered that he had a flat front and rear passenger tire and immediately pulled over. A towing company was called to tow the vehicle.

#### Crash

Jan 6 9:49 a.m. Hwy 12/ CR 90, Independence. Female reported January 4<sup>th</sup>, she was n/b on Co 90 entered the roundabout at Hwy 12 to go w/b on Hwy 12 when she hit something in the roundabout. Female did not stop, did not call police, and continued to a sporting event for a family member. Female later found what she had hit caused significant damage to her vehicle and she had struck the backhoe bucket left in the roundabout. Female was advised it is the driver's responsibility to determine what hit and to notify the police. Approximate damage to her vehicle \$3,000.00.



#### Car Theft

Jan 6 3:14 p.m. 6200 block Hwy 12, Independence. Victim left vehicle running while she went into the business office. Short time later the victim observed her vehicle being stolen and quickly leaving the parking lot with a black sedan behind it. At 6:14 p.m. Minneapolis Park Police found the stolen vehicle slid into a ditch and had struck a tree causing damage to the driver's side. The vehicle was recovered and towed to West Hennepin. Owner was notified of recovered stolen vehicle. Case under investigation.

#### Fraudulent Claim

Jan 6 2800 block Nelson Rd, Independence. Resident reported both he and his wife received notices from the unemployment office regarding unemployment benefits claimed. They did not file unemployment claims.

#### Unconscious

Jan 6 8:19 p.m. 4800 block Gateway Blvd, Maple Plain. Patient was breathing but unresponsive was transported to the hospital by ambulance.

#### Theft

Jan 7 5100 block Oak Street. Maple Plain. Employee was charged with theft, fired, and trespassed from the business. Employee was cited for Shoplifting.

#### Assist

Jan 7 2500 block CR 90, Independence. Semi-truck was partially blocking the n/b lane of traffic, unable to drive down resident's long driveway to drop off a load of steel. Officer assisted with squad lights for safety as the driver unloaded his steel.

#### Unintentional Burn

Jan 7 400 block Nelson Rd, Independence, Resident reported they were burning boxes when one of them flew up in the air and landed on their large wood pile and started it on fire. They were unable to put it out and would let it burn. Resident was verbally warned for burning boxes.

#### Dizzy / Faint

Jan 8 2300 block Copeland Rd, Independence. Resident fell, hitting her head and elbow, was cared for by Officer and North Memorial EMS.

#### Suspicious Activity

Juan 9 10:26 a.m. 5200 block hwy 12, Maple Plain. Business owner reported an alarm had gone off and an occupied pickup truck was parked next to the building. Contact with the driver who was there to strap down a lift on a trailer and knew the owner. Business owner arrived, immediately recognized the driver, did not know the driver was going to be there and apologized he did not recognize the truck. All was clear.

#### Suspicious Act

Jan 10 3:30 a.m. 900 block Cr 19, Independence. Reported back yard motion light keeps going on and off, nothing is seen. Area was checked and appeared to be fresh deer prints cutting across the back yard. A group of deer were located behind the house/garage.

#### Welfare Check

Jan 11 1:41 a.m. 2600 block Nelson Rd, Independence. Dispatched for a female who called and was panicked. Officer contact with the female who stated it was a bad dream.

#### Fraud

Jan 11 6500 block Olstad Drive, Independence. Resident reported someone fraudulently applied for MN Unemployment benefits in his name. He had already taken all the steps to stop the process from moving forward. He filled out the MN unemployment fraud claim online and had no loss on other accounts.



Fraud  
Jan 11

400 block Game Farm Rd, Independence. Resident reported someone fraudulently filed for Minnesota Unemployment benefits in her name. Resident had already taken all the steps to stop the process from moving forward and had filled out the MN unemployment fraud claim online.

Electrical Fire

Jan 12

6:35 p.m. 3000 block Lake Sarah Rd, Independence. Officer and Delano Fire responded to smoke coming from light fixtures in an indoor riding arena. Delano Fire checked the fixtures; no fire was found. There was an electrical issue surrounding the old light fixtures. Owner was advised to leave the power off until an electrician can replace the fixtures.

Property Damage

Jan 13

1400 Halgren Rd., Maple Plain. Unknown person plowed resident's driveway and pushed the snow into his front entryway area and possibly damaged a window. Case under investigation

Medical

Jan 14

1600 block Marsh Ave Maple Plain. North Memorial EMS transported a female that was ill and dehydrated to the hospital.

Motorist Assist

Jan 14

Main Street / Baker Park Rd, Maple Plain. Driver drove into a snowbank on the shoulder of the road after braking to avoid rear-ending a car at the intersection. Officer assisted by pushing drivers' truck with the squad push bumper and dislodged it from the snowbank. No damage.

Suspicious Act

Jan 14

6400 block Fogelman Rd, Independence. Homeowner was in the basement working and she heard someone on the main level of her house. A female was located inside cleaning the bathroom. She was a house cleaner and had been sent by her cleaning service to the wrong address.

Hit and Run Crash

Jan 15

1459 Budd Ave, Maple Plain. Caller reported his vehicle was struck by another vehicle. Truck parked in a nearby lot was identified as the striking vehicle. Contact with the driver who admitted to hitting caller's vehicle. Driver could not provide any reason for not contacting police or leaving information for the vehicle he struck. Driver was issued citation for Fail to Drive with Due Care and leaving the scene of a Property Damaged Crash.

Medical Unconscious

Jan 15

200 block CR 92, Independence. Dispatched for male who passed out while eating dinner. Officer and Maple Plain Fire assisted with male care. North Memorial EMS arrived and transported the male to the hospital.

Suspicious Act

Jan 15

8700 block Hwy 12, Highway 12, Independence. Caller observed a dark colored Tahoe and two males trying to open up a gate at a fenced-in property. Later the vehicle was backed up to the building. Officer arrived a short time later, found the gate secured with a lock and no vehicles/persons on the property. Caller was advised of Officer findings.

Medical Alarm

Jan 17

500 block CR 110, Independence. Dispatched for a medical alarm and no answer on call back. Female was found conscious, advised she had fallen out of her chair, and could not get back into it. Female was assisted up into her chair. No injuries.

#### Suspicious Act

Jan 18 5200 block Bryantwood Dr, Maple Plain. Glass replacement company reported they saw blood inside the vehicle and the windshield glass was shattered from what looked like a gunshot. Vehicle owner was located, stated he was assaulted in Minneapolis around Thanksgiving, did not file a police report, and showed some healed injuries. Glass company was advised everything was ok and could continue to fix the windshield.

#### Theft

Jan 18 1500 block Howard Ave. Maple Plain. Resident reported unauthorized use of his debit card. Case under investigation.

#### Medical

Jan 19 5600 block Pioneer Creed Dr. Maple Plain. Dispatched for a tanker truck driver who accidentally had formaldehyde spilled onto him and was currently decontaminating in the shower. North Memorial EMS Ambulance responded and checked the driver over. Driver refused further aide and was not transport to the hospital.

#### Welfare Check

Jan 19 1500 block Howard Ave. Maple Plain. Caller wanted a different personal care attendant. PCA was acting weird, had dumped sand, rocks on her carpet and poisoned it. Caller advised they would need to contact PCA's boss to get a different one. Caller stated she was ok, did not need further assistance and thanked the Officer for his assistance.

#### Damaged Sign

Jan 19 Hwy 12/ CR 90, Independence. Reported a struck yield sign was laying on the road in the Hwy 12/ CR 90 roundabout. No vehicle was around the struck sign. Officer removed the large sign and post from the roadway and advised MN DOT of the damaged sign.

#### Motorist Assist

Jan 21 6900 Blk Highway 12, Independence. Officer assisted with driver in a semi-truck on Hwy 12 with hazards on. Driver advised his diesel engine "gelled up" and was unable to move. Driver was able to get it started again, letting it warm up and would be leaving in 5 mins. No further assistance needed.

#### Crash

Jan 21 3600 block CR 90, Independence. Motorist was n/b on CR 90, slowing down as he saw 7 turkeys in the roadway. The turkeys all ran but one turned around and flew back into the grill of his truck. One deceased turkey, minor damage to truck grill, and the motorist would fix the grill himself.

#### Alarm

Jan 23 4:16 a.m. 6200 block Highway 12, Independence. Dispatched for a business yard motion alarm. Contact with drivers of two snow trucks snow plowing the lot. Drivers had not seen anything, had just finished back scraping near the overhead doors and possibly may have set the alarm off. The area was checked and nothing suspicious was found.

#### Medical

Jan 23 4900 block Main St, Maple Plain Dispatched to a diabetic/insulin problem for an adult male who was weak and transported to the hospital by North Memorial EMS.

#### Utility Complaint

Jan 23 CR 6 & CR83, Independence Caller reported the lights were flashing and not working properly at CR 6 / CR 83. Officer responded to the intersection observed flashing red lights from each direction and found them to be working properly. Caller was notified of Officer findings.

#### Crash

Jan 23 Nelson Rd / Dean Rd, Independence. Officer responded to an unoccupied vehicle in the ditch. Contact with the driver who stated he was home and no injuries. Due to snow covered, slippery roads, he went into the ditch and struck a tree. Driver had a tow truck enroute.

#### DWI 3<sup>rd</sup> Degree

Jan 24 2700 block Independence Rd, Independence. Vehicle in the ditch, driver Aaron Michael Nordmann, 28 of St. Cloud provided a breath test, resulted in .28 breath alcohol concentration. Nordmann was arrested, transported to Hennepin County Jail for 3<sup>rd</sup> Degree DWI charges.

#### Vehicle in Ditch

Jan 25 9000 block Hwy 12, Independence. Driver was e/b on Hwy 12 when a vehicle pulled out of a driveway in front of him. The driver applied his brakes losing control on the ice causing him to go into the ditch. Driver had ordered a private towing company. Driver stated he was not injured.

#### Assault

Jan 25 3600 block Ihduhapi Trail, Independence. Officers responded to a fight between two males. Todd Douglas Berg, 26 of Anoka was arrested and transported to Henn Co Jail, charged with 5<sup>th</sup> Degree Assault.

#### Electrical Fire

Jan 27 6400 block Franklin Hills Rd, Independence. Homeowner reported an outlet had started on fire in their three-season porch. They extinguished the fire with a fire extinguisher and shut the breaker off. Maple Plain Fire checked the area with thermal imaging and there was no active fire in the wall.

#### Vehicle in Ditch

Jan 27 Pagenkopf Rd/ Old Post Rd, Independence. First Student School Bus driver was backing up onto Old Post Rd and the rear tires went slightly into the ditch. A second bus was brought to the scene to finish the drivers' route. Students were not on the bus at the time of this incident. Bus was towed out of the ditch.

#### Attempted Scam

Jan 27 5200 block Manchester Dr, Maple Plain. Resident received a call: caller said residents name, stated they are going to send him a new Medicare card and asked for the number underneath his name. Resident said it did not feel right and did not give them the information. It is a Medicare scam call, do not give out information if you receive a call.

#### Motorist Assist

Jan 27 6300 block Fogelman Rd, Independence. Caller reported a pickup truck was on the shoulder of the road with a missing tire. Officer found the truck had a shredded front passenger tire and was resting on the rim. Registered Owner was contacted, stated his son had the vehicle and would get it taken care of.

#### Lost Wallet

Jan 28 5500 block Pioneer Creek Dr, Maple Plain. Caller reported her wallet was stolen out of her gym bag. Caller called her bank to cancel and put a watch on her accounts. Caller is hoping the wallet will turn up.

#### Theft from Auto

Jan 28 5200 block Bryantwood Dr, Maple Plain. Caller reported his vehicle had been tampered with overnight. The interior had been ransacked. Stolen were a check book, Oakley sunglasses and 20 gallons of gasoline was siphoned. Approximate loss \$185.00. No forced entry or damage to the vehicle as it was left unlocked.

## Domestic

Jan 29 9500 block Roy Rd, Independence. An officer met with a person to take a domestic report. The reporting party stated he and his girlfriend were playing cards when she became upset with him so he left to get out of the situation. He was given a ride back to the residence to get his cell phone but he was not able to get inside. The party was dropped off at a hotel.

## Traffic Complaint

Jan 29 7000 block Hwy 12. An officer responded to a vehicle weaving within its lane, crossing the fog line and the driver appeared to be dancing. The vehicle was stopped and the driver admitted to listening to music that may have distracted her. No signs of impairment. She was found to be revoked and allowed to drive the vehicle to Coborns and park. She was cited for DAR.

## Trespassing

Jan 29 4200 block Woodhill Dr, Independence. A property owner reported a vehicle trespassing on private deeded access to Lake Sarah. The driver refused to tell him who'd given him permission to access the lake via the property. The driver told the officer that he'd been given permission from one of the other deeded owners through a mutual friend. The reporting property talked with the officer about trespass laws and conferring with the other owners of the property to properly manage permitted access to the lake via the shared property.

## Citation

Jan 30 Hwy 12/Howard Ave, Maple Plain. An eastbound Hwy 12 vehicle was stopped for speed. The driver was unaware of he was suspended. Driver was cited for driving after suspension.

## Pain

Jan 31 1400 block Meadow Ln, Maple Plain. Police responded to a party complaining of mouth pain. Patient reported severe pain in his teeth and jaw. He had no prior injuries to cause it. He was transported by ambulance to Fairview Riverside Hospital.

## Verbal Domestic

Jan 31 1000 Drake Ct, Independence. An officer was dispatched to a verbal domestic. The night before, the wife had fallen in their driveway and hurt her leg. Tonight she was in bed when her husband checked in on her and she began yelling at him for not checking in on her sooner. He went to another room and she followed him, continuing to yell at him and telling him to leave. He agreed to leave for the evening.

## 5<sup>th</sup> Degree Assault

Jan 31 3600 Ihduhapi Trl, Independence. An officer responded to a standby as a client was to be discharged and had possibly assaulted another patient. The client admitted falling into the other patient. The client was not cited.

## Crash

Jan 31 6400 block Hwy 12/CR 90, Independence. A single motorist crossed the centerline and struck a business mailbox, fence and dumpster. She refused medical and was cited for failure to drive with due care.

## Fraud

Jan 31 3100 block Lakeshore Ave, Independence. A report was taken from a party who's MN Unemployment account was hacked. He was able to get it straightened out and had not suffered any financial loss.

## Identity Theft

Jan 31 5700 Kochs Crossing, Independence. A party reported someone attempted to open four new phone lines through AT&T with his information. He was able to get the process stopped and did not suffer any financial loss.

105 contacts of citations, verbal and written warnings were issued for traffic and equipment violations.

## City of Independence

### Consideration of Lease Agreement with North Memorial Health Care for use of West Hennepin Public Safety Garage Spaces

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*To:* City Council  
*From:* Mark Kaltsas, City Administrator  
*Meeting Date:* February 15, 2022

***Discussion:***

The City of Independence approved proceeding with the construction of a new storage garage to be constructed on the City Hall/Public Works property. A part of the proposed construction included two (2) garage stalls and small staff space that would accommodate two (2) ambulances. West Hennepin Public Safety has been working with North Memorial to locate ambulance service in a location closer to the City of Independence. Locating ambulances within the City will provide residents of Independence with a higher level of service and faster response times to emergency calls.

The City has negotiated the terms of a lease with North Memorial that will secure the space for five years commencing on August 1, 2022. The lease will automatically renew unless canceled by either party. Key terms of the lease include the following:

- The initial monthly lease amount is \$1,500.
- The lease amount will increase annually using the CPI index or 3%, whichever is greater.
- The City will provide high-speed internet to the space.
- The City will include utilities in the terms of the lease.

***Recommendation:***

The City Council is being asked to consider granting approval of the attached lease agreement, subject to the construction of the space. Should the City not commence construction of the building for any reason, the lease will not be executed.

***Attachment:*** Garage Plan

## LEASE AGREEMENT

This Lease Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Independence, a Minnesota municipal corporation (hereinafter referred to as the "Landlord"), and North Memorial Health Care, a Minnesota non-profit corporation (hereinafter referred to as "Tenant").

### WITNESSETH

In consideration of the mutual covenants hereinafter set forth, the Landlord hereby leases to Tenant, and the Tenant leases from Landlord, the premises hereinafter described, for the period, at the rental and upon the terms and conditions hereinafter set forth:

### SPECIFIC LEASE PROVISIONS

#### **1. Premises.**

The Tenant hereby leases from Landlord certain premises within a building located at 1920 County Road 90, Independence, Minnesota, together with all fixtures and equipment located therein and all rights, easements, and appurtenances thereto (the "Premises"). For the purposes of this Lease Agreement, the parties agree that the square footage of the Premises is approximately \_\_\_\_\_ square feet, and the combined square footage of all Premises within the building is approximately \_\_\_\_\_ square feet.

#### **2. Lease Term.**

The term of this Lease Agreement shall commence (the "Commencement Date") on August 1, 2022. The term of this Lease shall be five (5) years, expiring on through July 31, 2027.

#### **3. Permitted Use.**

The Premises shall be used by the Tenant solely for use for a standby space for Tenant's employees and agents in order to respond to emergency calls, and to store certain equipment associated with responding to such calls. The Tenant shall not use nor permit the use of Premises or any portions thereof, for any other purposes without first obtaining Landlord's written consent thereto.

Tenant shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos, PCB, CFC or HCFC (collectively "Hazardous Materials") without Landlord's prior written approval of each Hazardous Material. Upon expiration or termination of this Lease, Tenant shall remove all Hazardous Materials installed, used, stored or disposed of in or about the Premises and the Project by Tenant. Tenant shall

indemnify, defend and hold Landlord harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether Landlord has approved the activity. The foregoing indemnification shall expressly survive the termination or expiration of this Lease.

**4. Rent.**

The Tenant covenants to pay to Landlord, without demand and without offset or deduction, at Landlord's office hereinafter designated, or at such other place as Landlord may from time to time designate in writing, the following rental:

**A. Base Rent:**

The Tenant shall pay base rent in the amount of \$1500.00 per month. The base rent shall include utilities (paid by Landlord as provided in paragraph 13) and high speed internet connectivity as provided in the attached Exhibit A. The base rent shall be annually inflated by the increase in the consumer price index (CPI) during the calendar year preceding the year of renewal, or 3%, whichever is greater.

**B. Time of Rent Payment:**

Rent for the initial period from August 1, 2022 through December 31, 2022, shall be paid in full, in advance. Thereafter, rent for each year shall be paid in full, in advance, on or before January 1<sup>st</sup>.

**C. Payment:**

All rents and other monies required to be paid by Tenant pursuant to the terms of this Lease Agreement shall be paid to Landlord, without deduction or offset, prior notice or demand, in lawful money of the United States of America at such place as Landlord may from time to time designate in writing.

No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any remedy provided for in this Lease or at law.

**5. Renewal.**

This Lease may be renewed or extended by written instrument signed by both parties. Unless written notice of non-renewal is provided by either party to the other on or before April 1<sup>st</sup>, this Lease shall be automatically renewed and extended for an additional one (1) year term on August 1, 2027.

**6. Notices.**

**A. Notices to be in Writing:**

Any and all notices and demands by or from Landlord to Tenant, or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand be served by registered or certified mail in the matter herein provided, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice or demand is to be given as hereinafter set forth.

**B. Notices to Landlord:**

Any notice or demand to Landlord shall be addressed to Landlord at the address to which Rent payments are then to be made, or such other address as the Landlord may designate in writing.

**C. Notices to Tenant:**

Any notice or demand to Tenant shall be addressed to Tenant at the Premises.

**D. Change of Address:**

Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

**GENERAL LEASE PROVISIONS**

**7. Possession, Occupancy and Surrender.**

**A. Date of Possession:**

The Tenant shall be entitled to continue to occupy the Premises pursuant to this Lease Agreement on and after the Commencement Date.

**B. Surrender Premises:**

Upon the expiration or sooner termination of the term of this Lease (and whenever in this Lease reference is made to the term of this Lease or the term hereof, such reference



shall include any extension or renewal of the term of this Lease) and if Tenant has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, but not otherwise, Tenant shall, at its sole cost and expense, remove its interior and exterior signs and all of its movable trade fixtures and equipment, and other items Tenant has installed or placed on the Premises (all of which are hereinafter referred to as "Tenant's Property") from the Premises and repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Premises in the same condition as they were on the Commencement Date, reasonable wear and tear and damage excepted. If Tenant has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall, if Landlord directs Tenant to do so, nevertheless remove Tenant's Property from the Premises in the manner aforesaid within fifteen (15) days after receipt of written direction to do so from Landlord.

**8. Common Areas.**

**A. Common Areas Defined:**

The term "Common Areas" as used in this Lease shall be deemed to include all those areas within the Property designated by the Landlord, from time to time, for the non-exclusive use of Tenant in common with other authorized users, and shall include, but not be limited to, vehicular parking areas, service areas, driveways, areas of ingress and egress, sidewalks, malls, and other pedestrian ways, areas containing buildings or structures used in connection with maintenance of said Common Areas, and that portion of all buildings and other structures constructed on the Property not being leased or held for lease to tenants. Anything herein contained to the contrary notwithstanding, it is understood and agreed that the Common Areas shall not in any event be deemed to be a portion of or included with the Premises leased to Tenant hereunder.

**B. Use of Common Areas:**

Subject to the provisions of this Lease, Landlord hereby grants to Tenant, its subtenants, licensees, concessionaires, suppliers, business invitees, customers, agents, representatives and employees, but only during the term of this Lease, the non-exclusive right, in common with others duly authorized by Landlord, to use the Common Areas and the various portions thereof, respectively, for the uses and purposes designated therefore by Landlord. It shall be the duty of Tenant to keep said Common Areas free and clear of any obstructions, barricades or barriers placed or created by Tenant or resulting from Tenant's operations or use of the Premises.

**9. Use and Maintenance of Premises by Tenant.**

**A. Rules and Regulations:**

Tenant shall at all times during the term of this Lease, at its sole cost and expense:

(1) Furnish, install and maintain in the Premises all of Tenant's property necessary for the operation of Tenant's business;

(2) Maintain the Premises in a clean, neat, sanitary and orderly condition, it being understood that no use shall be made or permitted of the Premises or any part thereof, nor any acts done, which will violate, make inoperative, or increase the existing rate of any insurance policy at any time held by or in any way for the benefit of Landlord pursuant to any provision of this Lease;

(3) Tenant shall not, without the prior written consent of all insurance companies which have issued any insurance of any kind whatsoever pursuant to any provision of this Lease, sell, or suffer or permit to be kept, used or sold in, upon or about the Premises any gasoline, distillate or other petroleum products or any other substance or material of an explosive, inflammable or radiological nature, in such quantities which may be prohibited by any such insurance policy, or which may endanger any part of the Premises or its occupants, business patrons or invitees;

(4) Comply with all governmental rules, regulations, ordinances, statutes and laws now or hereafter in effect pertaining to the Premises or Tenant's use thereof. Tenant further agrees to comply with all of the rules and regulations of the National Fire Protective Association, and any similar bodies, and will not do, suffer or permit to be done in, upon, or about the Premises any act which will or might increase any insurance rate with respect to the Premises in excess of the insurance rate existing as of the Commencement Date;

(5) Store all trash and garbage within the Premises in metal or plastic containers so located as not to be visible to customers and business invitees in the Building and so as not to create or permit any health or fire hazard, and arrange for the prompt and regular removal thereof;

(6) Refrain from committing or suffer to be committed any waste upon the Premises, or any nuisance or act or thing which may disturb the quiet enjoyment of any other Tenant, concessionaire, licensee or occupant of the Building or invitees thereof;

(7) Prevent odors, noxious fumes, smoke, steam, and the like, from escaping or emanating from the Premises into the Common Areas or to other leased Premises within the Building.

**B. Alterations:**

Tenant shall not make or suffer to be made any changes, alterations or additions to the Premises or any part thereof without the written consent of Landlord first. Any changes, alterations or additions in or to the Premises made by or suffered to be made by Tenant shall be at Tenant's sole cost and expense and, except for Tenant's trade fixtures, equipment and furnishings, shall become at once a part of realty and be the sole property of Landlord. Further, all such improvements must be performed in compliance with applicable building codes. If, during the term hereof, any change, alteration, addition or correction shall be required by any law, rule or regulations of any governmental authority to be made in or to the Premises or any portion thereof, Landlord shall first give its written consent thereto which shall not be unreasonably withheld or delayed, and such change, alteration, addition or correction shall then be made by Tenant at its sole cost, and expense. Notwithstanding anything to the contrary, Tenant shall not be required to make any change, alteration, addition or correction to the structure or the roof of the Premises.

**C. Repair and Maintenance:**

The Tenant's acceptance of the Premises shall constitute conclusive evidence that the Premises were, as of that date, in good, clean and tenantable condition, and as otherwise represented by Landlord. Landlord shall be under no obligation to make any repairs, alterations, or improvements to or upon the Premises or any part thereof at any time other than the structure and roof of the Premises and Common Areas except as in this Lease is expressly otherwise provided.

**10. Management and Maintenance of the Property and Building by Landlord.**

**A. Management of Building:**

The Property and the Building, including Common Areas, shall be subject to the exclusive management and control of the Landlord. The Landlord shall have the right from time to time to reasonably designate, relocate and limit the use of particular areas or portions of the Building, and to establish, promulgate and enforce such reasonable rules and regulations concerning the Common Areas as it may deem necessary or advisable for the proper and efficient management, operation, maintenance and use thereof, and Tenant shall comply with the same.

In addition to the foregoing, Landlord shall have the right, from time to time to designate an area or areas within the Common Areas, or reasonably adjacent thereto, or to change and relocate the same, for the purpose of parking automobiles and other light vehicles or passenger transportation of Tenant, its subtenants, licensees, concessionaires, agents, representatives and employees. Tenant, its subtenants, licensees, concessionaires, agents, representatives and employees shall park said automobiles and vehicles only in the area or areas so designated by Landlord. Tenant shall within five (5) days after written notice from Landlord furnish to Landlord the state license numbers of said automobiles and vehicles in order to facilitate the enforcement of the provisions of this Article.

**B. Maintenance of Building:**

The Landlord shall, throughout the term of this Lease, maintain the Building, the Common Areas and the Property in good order, condition, and repair. The Landlord's obligation shall not extend to those items, which the Tenant is required to maintain pursuant to the provisions of this Lease.

**C. Alteration of Building:**

Landlord shall have the right to make changes in the Building, the Common Areas, the Property, and any part thereof whenever, in its opinion, it shall be desirable. Such changes may include, without limitation, changes in the location and relocation of driveways, entrances, exits, vehicular parking spaces, the direction and flow of traffic. Nothing herein contained shall affect the right of Landlord at any time or from time to time to remove any unauthorized person or persons from said Building to restrain the use of any of said Building by any unauthorized person or persons.

**11. Intentionally Omitted.**

**12. Taxes.**

The parties acknowledge and agree that Landlord's ownership and use/occupancy of the Premises is exempt from real estate taxation. Tenant shall be liable for and shall pay before delinquency (and, upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of the payment thereof) all taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against Tenant's property and any other personal property of whatsoever kind and to whomsoever belonging situated or installed in and upon the Premises, whether or not affixed to the realty. If at any time during the term hereof any of said property, whether or not belonging to Tenant, shall be taxed or assessed as part of the Property, then such taxes or assessments shall, for the purpose of this Lease, be deemed to be personal property taxes or assessments. For the purpose of determining the amount of such taxes or assessments which are deemed to be personal property taxes or assessments which are deemed to be personal property taxes or assessments, figures supplied by the County Assessor or other taxing authority as to the amount thereof shall be conclusive.

**13. Utilities.**

Landlord shall pay, at its sole cost and expense, all charges for water, gas, heat, electricity, power, telephone service, sewer service charges and sewer rentals charged or attributable to the Premises, and internet connectivity as provided in Exhibit A, used in, upon or about the Premises by Tenant and such services or utilities shall be billed to Landlord.

**14. Insurance, Liability, and Indemnification of Landlord.**

**A. Public Liability Insurance:**

Tenant shall, at all times during the term hereof, at its sole cost and expense, procure and maintain in force and effect a policy or policies of comprehensive public liability insurance issued by an insurance carrier approved by Landlord, insuring against loss, damage or liability for injury to or death of persons and loss or damage to property occurring from any cause whatsoever in, upon or about the said Premises. Such liability insurance shall be in the amounts that are at least Two Million (\$2,000,000) Dollars for personal injuries to or death of any one person whomsoever, and Two million (\$2,000,000) Dollars for personal injuries to or death of any two or more persons whomsoever arising from the same occurrence, and Three hundred thousand (\$300,000) Dollars for damage to property, including property of Tenant. Landlord shall be named as an additional insured (and at Landlord's option any other persons, firms or corporations designated by Landlord shall be the additionally named insured) under each such policy of insurance.

**B. Tenant's Insurance:**

Tenant shall, at all times during the term hereof, at its sole cost and expense, procure and maintain in full force and effect building plate glass insurance, and standard form of fire insurance with extended coverage insurance covering Tenant's property and its merchandise, and the personal property of others in Tenant's possession in, upon or about the Premises.

Such insurance shall be in an amount equal to the current cash value of the property required to be insured. Tenant and Landlord shall be the named insured (and at Landlord's option any other persons, firms or corporations designated by Landlord shall be the additional named insured) under each such policy of insurance, and in addition each such policy of insurance shall contain an express waiver of and all rights of subrogation there under whatsoever against the Landlord, its officers, agents and employees.

**C. Certificates of Insurance:**

A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord on or before the commencement date hereof and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease (including an express waiver of any and all rights of subrogation there under whatsoever against the Landlord, its officers, agents and employees as required hereunder) and shall contain an endorsement or provisions requiring not less than ten (10) days written notice to Landlord prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question.

**D. Waiver:**

Tenant hereby waives any and all rights of recovery from Landlord, its officers, agents and employees for any loss or damage, including consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of insurance policy required to be maintained by Tenant hereunder.

**E. Indemnification:**

Tenant agrees to indemnify and hold Landlord harmless from and against all claims arising from any negligent act or omission of Tenant or its officers, employees, agents, licensees, or invitees, or otherwise arising by, through or under the Lease. Nothing herein shall constitute a waiver of, or limitation on, the Landlord's immunities from or limitations on liability pursuant to applicable law including Minnesota Statutes, Ch. 466.

**15. Signs.**

Tenant shall not place or suffer to be placed on the exterior of the Premises or upon the roof or any exterior door, wall, or window thereof any sign, awning, canopy, marquee, advertising matter, decoration, lettering, or other thing of any kind (exclusive of signs, if any, which may be provided for in the original construction or improvements plans and specifications approved by Landlord and Tenant hereunder) without the written consent of Landlord first being had and obtained. Landlord hereby reserves the exclusive right to the use of the roof and the exterior of the walls of the building on the Premises.

**16. Intentionally Omitted.**

**17. Damage to Premises.**

**A. Partial or Total Destruction:**

In case the leased Premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended coverage insurance, so as to become partially or totally untenable, the same, unless Landlord shall elect not to rebuild as hereinafter provided, shall be repaired with reasonable diligence at the cost of Landlord and Tenant as hereinafter provided and a just and proportionate part of the base rent and minimum rent shall be abated until so repaired.

**B. Extensive Damage – Election:**

If more than one-third of the leased Premises shall be destroyed or damaged by fire or other casualty, so as to become wholly untenable, or if the unexpired portion of the term of this Lease shall be twelve (12) months or less at the date of the damage, regardless of extent, or if the cost to Landlord to repair the leased Premises shall be estimated at \$50,000.00 or more, then Landlord may elect not to repair or rebuild by giving notice in writing terminating this Lease; otherwise, Landlord shall, within thirty (30) days after such

damage, give Tenant notice of its intention to repair or rebuild and shall proceed with reasonable speed. The obligation of Landlord hereunder and under Paragraph (A) of this Article shall be limited to Landlord's Work as set forth in Exhibit "C", and Tenant shall be required to complete the repair and restoration of the leased Premises by repairing and restoring the building to its original state.

**18. Assignment and Subletting.**

Tenant will not assign, transfer, mortgage or encumber this Lease or sublet, rent or permit others to occupy the Premises, or any part thereof (any of the foregoing being hereinafter referred to as an "Assignment"), without in each such case obtaining the prior written consent of the Landlord.

**19. Right of Access.**

Landlord, and its authorized agents and representatives, shall be entitled to enter the Premises at all reasonable times for the purpose of serving, posting or keeping posted thereon notices proved for hereunder, or by the laws of the State of Minnesota or by any similar law, rule or regulation now hereafter in effect, and such other notices as Landlord may deem necessary or appropriate for protection of Landlord, its interests or the Premises; for the purpose of inspecting the Premises or any portion thereof, and for the purpose of making necessary repairs to the Premises and performing any work therein or thereon which Landlord may elect, or be required, to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or any applicable standards that may from time to time be established by the National Board of Fire Underwriters, the National Fire Protective Association, or any similar body, or which Landlord may deem necessary or appropriate to prevent waste, loss, damage of or deterioration to or in connection with the Premises.

**20. Default by Tenant.**

**A. Notice and Termination; Landlord's Options:**

In the event that:

(1) Tenant shall default in the payment of any sum of money required to be paid hereunder and such default continues for three (3) days after the due date thereof; or

(2) Tenant shall default in the performance of any other provision, covenant or condition of this Lease on the part of the Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant, provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such default shall be

deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence, and in any event within sixty (60) days from the date of giving of such notice; or

(3) Any event shall occur which shall be a breach of any provision of Article 23 hereof; or

(4) Tenant should vacate or abandon the Premises without Landlord's written authorization during the term of this Lease;

Then and in any such event (and in addition to all other rights and remedies it may have according to this Lease or by Law provided) Landlord, at its option, shall have the following rights:

(i) The right to declare the term of this Lease ended and to re-enter the Premises and take possession thereof, and to terminate all of the rights of Tenant in and to the Premises; or

(ii) The right without declaring the term of this Lease ended, to re-enter the Premises and to occupy the same, or any portion thereof, or to lease the whole or any portion thereof, for and on account of Tenant as hereinafter provided; or

(iii) The right, even though it may have relet all or any portion of the Premises, to thereafter at any time elect to terminate this Lease for such previous default on the part of the Tenant, and to terminate all of the rights of Tenant in and to the Premises.

Pursuant to said rights of re-entry, Landlord may remove all persons from the Premises using such force as may be necessary therefore and may, but shall not be obligated to, enforce any rights Landlord may have against said property, or store the same in any public or private warehouse or elsewhere at the cost and for the Tenant or the owners or owner thereof.

Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rent or other sum of money thereafter to accrue hereunder, or Tenant's liability for damages under any of the provisions hereof, by any such re-entry, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Tenant covenants and agrees that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of Minnesota and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of, or at any time subsequent to, the service of such notice, and Landlord's election be evidenced by written notice thereof to Tenant) be deemed to be a termination of this Lease, or the termination of any liability of Tenant hereunder to Landlord.



**B. Interest on Overdue Rent and Expenditures by Landlord:**

Any installment of rent, overdue for a period of more than ten (10) days, shall bear interest at the rate of eighteen percent (18%) per annum or the maximum amount allowed by law, whichever is less, commencing from the date that such rent was due and continuing thereafter until such rent, together with interest thereon, is paid in full.

**C. Damages on Termination:**

Should Landlord at any time terminate this Lease for any default, breach, or failure of Tenant hereunder, then, in addition to any other rights or remedies available to Landlord hereunder or by law provided, Landlord may have and recover from Tenant all damages Landlord may incur be reason of such default, breach or failure including, without limitation, all costs of recovering the Premises, court costs and reasonable attorney's fees for services in recovering possession, all costs and expenses of any re-letting including, without limitation, all costs of alterations and repairs, dividing and subdividing, of the Premises in connection therewith, all brokerage commissions or other similar expenses of Landlord in connection with such re-letting, or, at the option of Landlord, Landlord may have and recover from Tenant the worth at the time of termination of this Lease, of the excess, if any, of the minimum rent, base rent and other charges reserved in this Lease for the remainder of the term thereof, over the then reasonable rental value of the Premises for the same period, all of which amounts, including all court costs and reasonable attorney's fees of Landlord, shall be immediately due and payable by Tenant to Landlord.

**D. Waiver of Default:**

The waiver of Landlord of any default or breach of any of the provisions, covenants or conditions hereof on the part of Tenant to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other provision, covenant, or condition contained herein. The subsequent acceptance of rent or any other payment hereunder by Tenant to Landlord shall not be construed to be a waiver of any preceding breach by Tenant of any provision, covenant, or condition of this Lease other than a failure of Tenant to pay the particular rental or other payment or portion thereof so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental or other payment.

**21. Default by Landlord.**

It is agreed that in the event Landlord fails or refuses to perform any of the provisions, covenants, or conditions of this Lease on Landlord's part to be kept or performed, that Tenant, prior to exercising any right or remedy Tenant may have against Landlord on account of such default, shall give a thirty (30) day written notice to Landlord of such default, specifying in said notice the default with which Landlord is charged; notwithstanding any other provision hereof, Tenant agrees that if the default complained

of in the notice is of such a nature that the same can be rectified or cured by Landlord, but cannot with reasonable diligence be rectified or cured with said thirty (30) day period, then such default shall be deemed to be rectified and cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure same and shall thereafter complete such rectification and cure with due diligence.

**22. Intentionally Omitted**

**23. Liens.**

**A. Indemnification:**

Tenant shall at all times indemnify, save and hold Landlord and the Premises free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in upon, about or otherwise in connection with the Premises, and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Premises or the Landlord's reversionary estate therein, and will keep the Premises free and clear of all mechanic's liens and material men's liens.

**B. Contest of Liens:**

If Tenant desires to contest any claim of lien, it shall within fifteen (15) days after the filing of the lien for record furnish the Landlord with cash security in the amount of the claim of lien, plus estimated costs and interest, or shall furnish Landlord with a bond of a responsible corporate surety in the same amount conditioned upon the discharge of the lien. Nothing contained herein shall prevent Landlord, at the cost and the account of Tenant, from obtaining and filing a bond conditioned upon the discharge of such lien, in the event Tenant fails or refuses to furnish the same with said fifteen (15) day period.

**A. Satisfaction of Liens:**

Immediately upon entry of final judgment in any such action in which Tenant contests any such claim of lien, and if such final judgment shall establish the validity of the lien, or any part thereof, and within fifteen (15) days after the filing of any lien for record which Tenant does not contest, Tenant shall fully pay and discharge such judgment or lien, as the case may be, and Tenant shall reimburse Landlord upon demand for any and all loss, damage and expense, including reasonable attorney's fees, which Landlord may suffer or be put to by reason thereof. Nothing contained herein shall prevent Landlord, at the cost and for the account of Tenant, from satisfying any judgment of lien, as the case may be, in the event Tenant fails or refuses to satisfy the same as herein provided.

**B. Notice to Landlord:**

Should any claim or lien be filed against the Premises, or any action or proceeding be instituted affecting the title to the Premises, Tenant shall give Landlord written notice thereof as soon as Tenant obtains knowledge thereof.

**24. Holding Over.**

In the event Tenant shall hold over or remain in possession of the Premises with the consent of Landlord after the expiration of the stated term of this Lease, or any written extension or renewal of the term of this Lease, such holding over or continued possession shall create a tenancy from month to month only, upon the same terms and conditions as are herein set forth so far as the same are applicable.

**25. Quiet Possession.**

Landlord agrees that Tenant upon paying the rentals and other payments herein required from Tenant, and upon Tenant's performance of all of the provisions, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Premises during the terms of this Lease.

**26. No Partnership.**

Anything contained herein to the contrary notwithstanding, Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or otherwise, or a joint venture or member of a joint enterprise with Tenant hereunder. Any provisions of this Lease relating to percentage rental are included solely for the purpose of providing a method whereby part of the rentals reserved hereunder are to be measured and ascertained.

**27. Remedies Cumulative.**

The various rights, options and remedies of Landlord and Tenant, respectively contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by any law and not expressly waived in this Lease.

**28. Attorney's Fees.**

Should Landlord institute any action or proceeding in court to enforce any provisions hereof or for damages or other relief by reason of an alleged breach by Tenant of any provision hereof, the Landlord shall be entitled to receive from the Tenant, in addition to allowable court costs, such amount as the court may adjudge to be reasonable as attorney's fees for the services rendered in such action or proceeding, and such amount may be a part of the judgment against the Tenant.

**34. Partial Invalidity.**

If any term, provision, covenant or condition of this Lease should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated hereby.

**35. Recordation.**

This Lease shall not be recorded, but the parties shall, at the option of the Landlord, execute and deliver to one another a memorandum thereof, in recordable form, sufficient to give constructive notice of the leasehold estate hereby created, and said memorandum may be filed for record in the Office of the County Recorder of the county in which the Premises are located if the Landlord so approves.

**36. Time of the Essence.**

Time is of the essence in this Lease and all of the terms, provisions, covenants and conditions hereof.

**37. Captions, Pronouns, and Interpretation.**

**A. Captions:**

The captions appearing at the commencement of the major Sections and Articles hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Lease and should there be any conflict between any such heading, and the Section, Article, or paragraph thereof at the head of which it appears, the Section, Article, or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Lease.

**B. Interpretation:**

- (1) **Law:** The laws of the State of Minnesota shall govern the validity, construction, and effect of this Lease.
- (2) **Covenants:** Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.
- (3) **Joint and Several Liability:** In the event either party hereto nor or hereafter shall consist of more than one person, firm, or corporation, then and in such event all such persons, firms, or corporations shall be jointly and severally liable as parties hereunder.

**38. Successors and Assigns.**

The terms, provisions, covenants, and conditions contained in this Lease shall apply to, bind and insure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns (where assignment is permitted) of Landlord and Tenant, respectively.

**IN WITNESS WHEREOF**, the parties hereto have signed this Lease Agreement, which shall take effect June 1, 2020.

**TENANT:**

**NORTH MEMORIAL HEALTH CARE**

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

**LANDLORD:**

**CITY OF INDEPENDENCE**

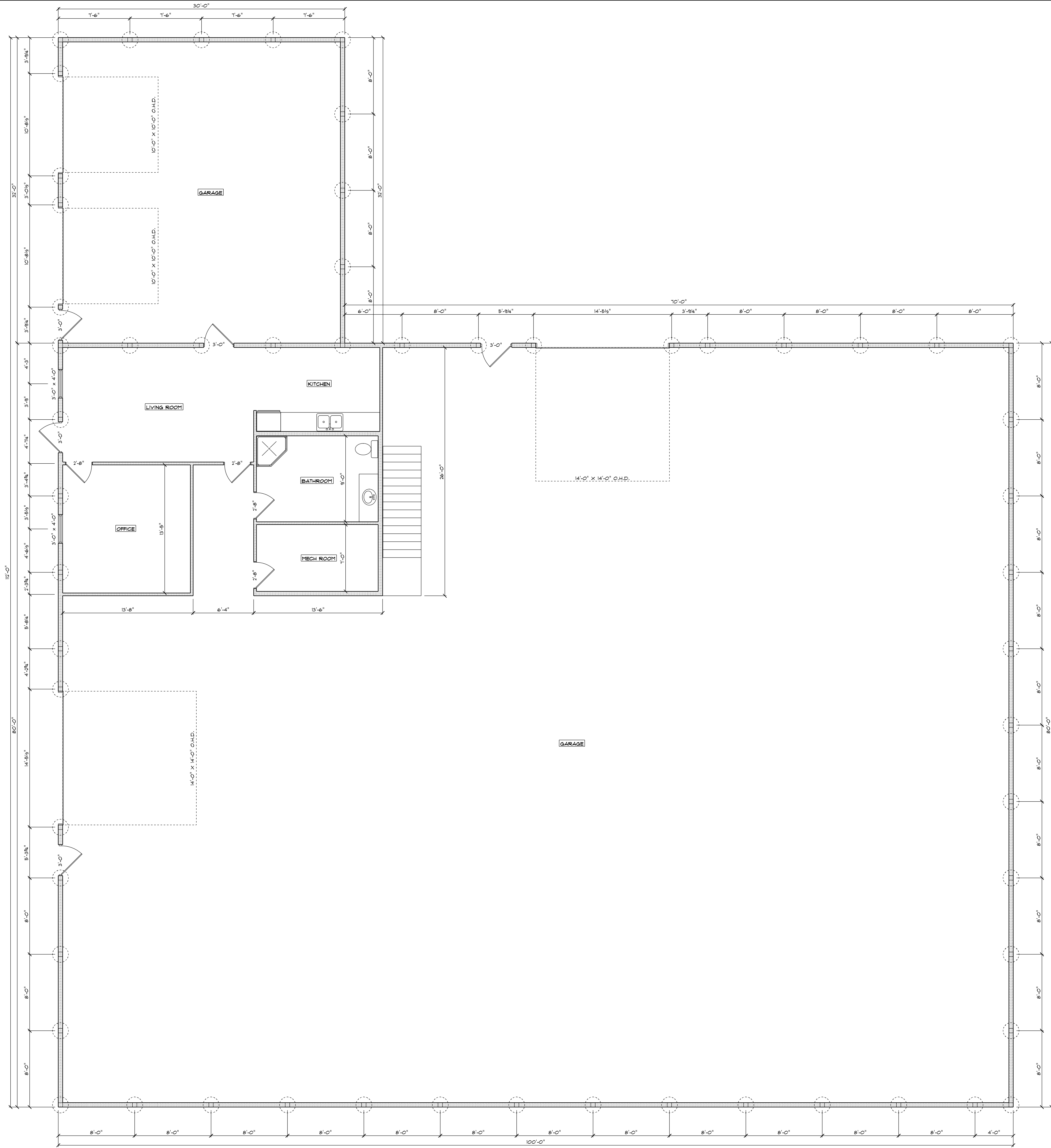
\_\_\_\_\_  
By: Mayor

\_\_\_\_\_  
By: City Administrator

EXHIBIT A  
HIGH SPEED INTERNET CONNECTION TERMS

FLOOR PLAN

SCALE: 3/16" = 1'-0"



BUILDING FOR:  
CITY OF INDEPENDENCE

MODEL: NEW BUILDING

BUILDER: BY CONSTRUCTION

DATE PRINTED: 8/3/2021  
DRAWN BY: DJ S.

FLOOR PLAN

SHEET  
2 OF 3

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

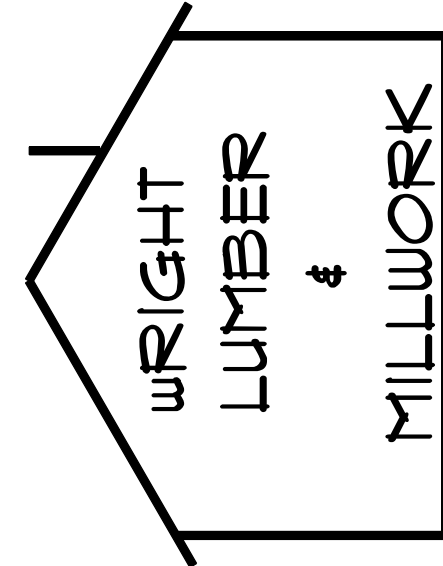
DATE: JARED K. LARSON  
REG. NO. 15847

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

DATE: JARED K. LARSON  
REG. NO. 15847

REVISED BY

DATE



# City of Independence

## Fernwood Hills Park Property Confirmation

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*To:* City Council  
*From:* Mark Kaltsas, City Administrator  
*Meeting Date:* February 15, 2022

### ***Discussion:***

In 1993, the City of Independence acquired a lot in the Fernwood Hills subdivision (PID No. 01-118-24-02-0014) from tax forfeiture for the purpose of a public park. The property has been maintained as open space for the public since the acquisition. In order to maintain the ownership of the property, the City has to certify that the property has been used as a passive park/open space. Council discussed this issue at the last City Council Meeting and the City Attorney has reviewed the request and provided additional context and direction.

There were several questions/points discussed by Council at the meeting:

- The land in question has been deeded to the City subject to a restriction on use and a possible right of reversion to the state if the land is not used as intended.
- While the City has not made specific physical improvements (other than the pump facility) it is being used as a passive park/open space.
- There is a restriction on the use of the property that limits the ability for the City to use the property as a park only. That restriction terminates as of 30 years from 1993 (2023).

### ***Recommendation:***

The City Council is being asked to consider completing the form that certifies the use of the property as a passive open space/park and return the form to the Department of Revenue.

***Attachment:*** Initial Tax Forfeiture Deed



## Conditional Land Use Review Form

Email to: [state.deeds.mdor@state.mn.us](mailto:state.deeds.mdor@state.mn.us)

<b>Property Information</b>	Deed Number	Issuance Date
	179705	10/1/1993
	Applicant	
	City of Independence	
	Conditional Use Granted by the Deed	
Park		

<b>Ownership</b>	Is the property listed on the deed still owned by the governmental subdivision to which it was originally conveyed?
	<input type="checkbox"/> Yes <input type="checkbox"/> No, call the State Deeds line at 651-556-6085

<b>Use of Property</b>	Is the property still being used for the purpose listed on the deed?
	<input type="checkbox"/> Yes <input type="checkbox"/> No. If no, which of the following options will you pursue? <input type="checkbox"/> Incorporate the property and its authorized public use into a formal plan <input type="checkbox"/> Reconvey the property to the State of Minnesota (use PT Form 975 or 976) <input type="checkbox"/> Purchase the property at market value <u>after</u> reconveying it to the State of Minnesota

<b>Signature and Date</b>	<i>I certify that the above information is true and correct.</i>	
	Authorized Signature	Title
	Date	

# APPLICATION BY GOVERNMENTAL SUBDIVISION FOR CONVEYANCE OF TAX-FORFEITED LANDS

0179705

Minnesota Statutes 1949, Section 282.01

*In the Matter of the Application of* City of Independence,  
a Governmental Subdivision, for a Conveyance of Certain Lands.

Comes now City of Independence and alleges:  
(name of subdivision)

1. That applicant is a (a) statutory city (a municipality of Minnesota)

2. That (b) See Resolution No. 93-0413-03 Attached

3. That there is situated within applicant's boundaries in the County of Hennepin,  
certain tax-forfeited land described as follows:

01-118-24 42-0014, Lot 14, Block 1, Fernwood Hills  
City of Independence

4. That said lands are (c) suitable for a future park

5. That applicant desires to obtain said land for the following purposes: (d) future park

6. That there is need for such lands for the following reasons: At the present time,  
there is no land in this area set aside for this  
purpose.

Wherefore applicant prays that said lands be conveyed to it for the use stated herein.

By Marvin D. Johnson  
Its Mayor

and Mary L. Leintz  
Its City Clerk

"The seller certifies that the  
seller does not know of any wells  
on the described real property."

State of Minnesota,

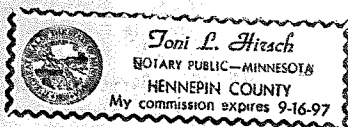
Hennepin

County of

Marvin D. Johnson and Mary L. Leintz

each being first duly

sworn, depose and say, each for himself, that they are respectively the Mayor  
and City Clerk of the City of Independence;  
that they have read the foregoing application and know the contents thereof; and that the matters stated  
therein are true.



Marvin D. Johnson  
Mary L. Leintz  
Mary L. Leintz  
Subscribed and sworn to before me this 15th

day of April 21, 19 93

Toni L. Hirsch  
Notary Public, Hennepin County, Minn.

My commission expires 9-16-97

(a) State facts relative to legal organization.  
(b) State facts showing authorization of acquisition of land hereinafter described by resolution of governing body or by voters, etc., as the case may require, attaching copies of resolutions, if any.  
(c) Describe nature of lands, use of surrounding property and other similar facts.  
(d) Give statement of facts as to the use to be made of such lands.

93-685

RESOLUTION OF COUNTY BOARD UPON APPLICATION

WHEREAS, the County Board of Hennepin County, Minnesota, has examined into the allegations of the application of City of Independence dated April 21st, 1993, for the conveyance of certain lands therein described; now,

Therefore, be it resolved by the County Board of Hennepin County, Minnesota, that it hereby approves said application and recommends that the same be granted.

X Emily Anne Staples

VICE Chair, County Board of said County

State of Minnesota,

County of Hennepin

I, Judith A. Chumley, county auditor and clerk of the County Board of Hennepin County, Minnesota, hereby certify that I have compared the foregoing copy of resolution of the County Board of said county with the original record thereof in the minutes of the proceedings of said board at a meeting duly held Aug 31, 1993, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly adopted by said board at said meeting. I further certify that the application referred to in said resolution is hereto attached.

Witness my hand and seal this 3rd day of Sept, 1993

Judith A. Chumley  
DEPUTY County Auditor and Clerk of the County Board  
Hennepin County, Minnesota

OFFICE OF THE COMMISSIONER OF TAXATION

St. Paul, Minn., OCT 1 1993, 19

Upon due consideration of the within application it is ordered that the same be and it is hereby rejected granted.

Commissioner of Taxation  
By Deputy

APPLICATION  
BY  
GOVERNMENTAL  
SUBDIVISION

City of Independence  
1920 County Rd. 90  
Maple Plain, Mn. 55359  
Attn: Mary L. Leintz, Clerk

For  
Conveyance of Tax-Forfeited  
Lands

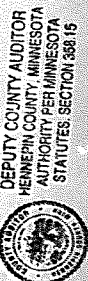
Application filed April 23, 1993

Res. Co. Bd. Dated August 31, 1993

(Granted) or (Rejected) by Commissioner of Taxation

19  
Patrick H. O'Connor  
County Auditor

By Deputy T. L. Schumler



T. L. SCHUMLER

TO: COMMISSIONER OF REVENUE  
MINNESOTA DEPARTMENT OF REVENUE

RE: SALE OF TAX FORFEITED LAND DESCRIBED AS:

0179705

LOT 14, BLOCK 1, FERNWOOD HILLS  
CITY OF INDEPENDENCE PID# 01-118-24-42-0014 (70)

Pursuant to M.S. 103F.535, Subd. 2 (1990) and 282.0185, Subd. 2 as amended and the procedures issued by the Department of Natural Resources and by the Board of Water and Soil Resources, I have reviewed the available data concerning the lands described above and determined the deed does not require a restrictive covenant because:

The land is in a platted subdivision. (Auditor's plats are not deemed platted subdivisions for the purpose of this procedure.)  
xxx

The conveyance is a transfer to correct errors in legal descriptions or grantees.  
\_\_\_\_\_

OR

Neither of the above statements apply to this parcel; therefore, the deed for this parcel must include a restrictive covenant prohibiting enrollment of this parcel in a state funded program providing compensation for conservation of marginal lands or wetlands.  
\_\_\_\_\_

If you have any questions or comments concerning this determination please contact Terry Schuhler, telephone number 348-3734.

SIGNED  
DEPUTY AUDITOR  
TITLE



DEPUTY COUNTY AUDITOR  
HENNEPIN COUNTY, MINNESOTA  
AUTHORITY PER MINNESOTA  
STATUTES, SECTION 396.15

9-22-93

DATE

HENNEPIN  
COUNTY

#966

STATE OF MINNESOTA  
DEPARTMENT OF REVENUE

**CONVEYANCE OF FORFEITED LANDS**

(Issued pursuant to Minnesota Statutes, Section 282.01, Subdivision 1)

**THIS INDENTURE**, made this 1st day of October, 1993, between the State of Minnesota, as party of the first part, and The City of Independence, a municipality, as party of the second part, **WITNESSETH:**

**WHEREAS**, the land hereinafter described was duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes, and,

**WHEREAS**, pursuant to Minnesota Statutes Section 282.01, Subdivision 1a, the party of the second part has applied to the Commissioner of Revenue for the conveyance of lands hereinafter described to be used by it exclusively for a park, and,

**WHEREAS**, unless not required under Minnesota Statutes Section 282.01, Subdivision 1b(b), the Board of County Commissioners of the County of Hennepin, State of Minnesota, has recommended to the Commissioner of Revenue by resolution adopted on the 31st day of August, 1993, that such conveyance be made,

**NOW, THEREFORE**, the State of Minnesota, pursuant to said laws and in consideration of the premises, does hereby grant or convey unto the party of the second part, all the tracts or parcels of land lying and being in the County of Hennepin, State of Minnesota, described as follows, to-wit:

01-118-24 42-0014, Lot 14, Block 1, Fernwood Hills  
City of Independence,

**TO HAVE AND TO HOLD THE SAME**, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part so long as it shall continue to use said land for the purpose aforesaid, and upon condition that if such use shall cease said land shall revert to the party of the first part as provided by law.

**THE GRANTOR CERTIFIES** that the Grantor does not know of any wells on the described real property. The State of Minnesota is issuing this deed for the county and other taxing jurisdictions and in reliance on the Auditor's certification stating no wells are located on the above described property.

**IN TESTIMONY WHEREOF**, the State of Minnesota, party of the first part, has caused this deed to be executed in its name in the City of St. Paul, Ramsey County, Minnesota, the day and year first above written.

In presence of:

*Diane Rogge*  
*Cecilia Chafford*

**STATE OF MINNESOTA**  
**MORRIS J. ANDERSON**  
Commissioner of Revenue

By *[Signature]*

**STATE OF MINNESOTA** )  
 ) ss.  
**County of Ramsey** )

On this 1st day of October, 1993, before me personally appeared MICHAEL P. WANDMACHER, the duly appointed representative of the Commissioner of Revenue of the State of Minnesota, to me known to be the person who executed the foregoing conveyance in behalf of the State of Minnesota, and acknowledged that he executed the same as the free act and deed of said state pursuant to the statutes in such case made and provided.

*Diane L. Rogge*

STATE OF MINNESOTA  
COUNTY OF RAMSEY  
NOTARY PUBLIC  
My Comm. Expires 10/31/94