

CITY COUNCIL MEETING AGENDA TUESDAY MARCH 15, 2022

****PLEASE NOTE****

6:00 PM: PRE - LOCAL BOARD OF APPEALS AND EQUALIZATION MEETING

- 1. Call to Order
- 2. Hennepin County Assessor Mel Potter: Present Preliminary Local Board of Appeals and Equalization Information.
- 3. Adjourn.

CITY COUNCIL MEETING TIME: 6:30 PM

- 4. Call to Order
- 5. Pledge of Allegiance
- 6. Roll Call

7. ****Consent Agenda****

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

- a. Approval of City Council Minutes from the March 1, 2022, Regular City Council Meeting.
- b. Approval of Accounts Payable (Batch # 1; Checks Numbered 21094-21117)
- c. Agriculture Preserve Renewal Applications for the Following Properties:
 - i. PID No. 03-118-24-33-0001 (Requested by Sharon Hafften)
 - ii. PID No's. 29-118-24-44-0002, 29-118-24-44-0001 (Requested by Grace Nolan Trust)
 - iii. PID No. 13-118-24-32-0002 (Requested by Deborah White)
- 8. Set Agenda Anyone Not on the Agenda can be Placed Under Open/Misc.
- 9. Reports of Boards and Committees by Council and Staff.
- 10. West Hennepin Public Safety Director Gary Kroells: Presentation of the February 2022 Activity Report.

Fax: 763.479.0528

- 11. Bryant Johnson (Applicant) and Hilltop Farm, Inc. (Owner) is requesting Final Plat Approval for a 13-lot subdivision of the property located between CSAH 90 and CSAH 83 and identified as PID No. 2611824130001.
 - a. **RESOLUTION 22-0315-01:** Considering approval of the Final Plat for HILLTOP PRAIRIE subdivision.
 - b. **ORDINANCE 2022-02:** Considering adoption of the Hilltop Prairie Storm Sewer Improvement Tax District.
 - c. **DEVELOPMENT AGREEMENT** Considering approval of the Development Agreement detailing the terms of the City's approval of the subdivision and related public improvements and similar requirements.
- 12. Consideration of **RESOLUTION 22-0315-02**, confirming the deferral of special assessments on the property located at 2930 Lindgren Lane following approval of a lot line rearrangement which alters the underlying property.
- 13. Open/Misc.
- 14. Adjourn.

MINUTES OF A REGULAR MEETING OF THE

INDEPENDENCE CITY COUNCIL

TUESDAY MARCH 1, 2022 – 6:30 P.M.

City Hall Chambers

1. <u>CALL TO ORDER</u>.

2. PLEDGE OF ALLEGIANCE.

Mayor Johnson led the group in the Pledge of Allegiance.

3. ROLL CALL

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

Grotting

ABSENT: None

STAFF: City Administrator Kaltsas

VISITORS: None

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 15, 2022, Regular City Council Meeting.
- b. Approval of Accessory Building Review Committee (ABRC) Minutes from the February 15, 2022, ABRC Meeting.
- c. Approval of Accounts Payable (Batch # 1; Checks Numbered 21068-21074 and Batch # 2; Checks Numbered 21075-21093).
- d. Large Assembly Permit for Tour-de-Tonka To be Held on Saturday, August 6, 2022.
- e. Consider Approval of Prosecuting Attorney JPA and Court Data Services Subscriber Agreement Amendment.
 - i. **RESOLUTION 22-0301-01** Resolution Approving State of Minnesota Joint Powers Agreements with the City of Independence on Behalf of its City Attorney

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

McCoy mentioned that last year Tour de Tonka only paid for half of the amount they were billed for and suggested approving it subject to payment. Spencer asked if there was a rational for not getting payment. McCoy said that the City received some payment but he has not followed up on that yet. Betts mentioned that we could collect an escrow payment. Spencer said we should just require payment on this one. Johnson said if they do not pay, we would not approve their assembly permit for next year.

Motion by McCoy, second by Spencer to approve the Consent Agenda item D for Tour de Tonka Assembly Permit subject to payment. Ayes: Johnson, Spencer, Betts, Grotting and McCoy. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED.

Johnson asked if the JPA is a new agreement or a renewal. Kaltsas said it is a renewal. We did this a couple of years ago also since they require it for our prosecuting attorneys to obtain information. Johnson asked if we would need to have another agreement with the police department as well that is similar to this. Kaltsas said he doesn't think so since the police will use this and prosecute through the city. Johnson confirmed that this agreement is for 5 years. Kaltsas said yes.

Motion by Johnson, second by Spencer to approve the Consent Agenda item E for the JPA Agreement and court data services. Ayes: Johnson, Spencer, Betts, Grotting and McCoy. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED.

- 5. SET AGENDA ANYONE NOT ON THE AGENDA CAN BE PLACED UNDER OPEN/MISC.
- 6. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF

Grotting attended the following meetings:

- LMCC
- Workshop

Spencer attended the following meetings:

- Workshop
- ABRC

McCov attended the following meetings:

• Workshop (virtual)

Betts attended the following meetings:

- Drug Task Force Luncheon
- Workshop

Johnson attended the following meetings:

- Methodist Church Delano Love Inc.
- Drug Taskforce Dinner
- Workshop
- Baker Tilly Webinar Workshop (virtual)
- Sensible Land Use (virtual)
- Orono Healthy Youth (virtual)
- Citizens League (virtual)
- Senators Annual Picture at the Capital with former Senator Gen Olson
- Adele Rumpsa Funeral
- Orono School Board Meeting

Kaltsas attended the following meetings:

- None
- 7. Consider Approval of Resolution Reestablishing Precincts and Polling Places Following the State's Congressional and Legislative Redistricting.
 - a. **RESOLUTION 22-0301-02** Resolution Reestablishing Precincts and Polling Places Following Legislative Redistricting.

Johnson asked if the County Commissioner District was involved in the redistricting. Kaltsas said they were but he did not see the final county commissioner district map so nothing should have changed for us. Johnson said if anything were to change it would most likely be in the Plymouth and Brooklyn Park area that is growing so fast. Kaltsas said this is just a formality to reapprove our district and polling place.

Motion by Spencer, second by Betts to approve Resolution 22-0301-02 Reestablishing Precinct and Polling Place. Ayes: Johnson, Spencer, Betts, Grotting and McCoy. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED.

- 8. Open/Misc.
- 9. Adjorn

Motion by Grotting, second by McCoy to adjourn at 6:45pm. Ayes: Johnson, Spencer, Grotting, McCoy and Betts. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED.

Respectfully Submitted, Amber Simon / Recording Secretary



Date:

March 8, 2022

To:

Public Safety Commissioners

City of Independence Council Members City of Maple Plain Counçil Members

From:

Director Gary Kroells

SUBJECT:

February 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.

		ctivity Report		
		ary 2022		
Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
City Of Independence				
Criminal	4	10	12	17
Traffic	62	54	139	178
Part III	2	2	8	9
Part IV	20	26	56	57
Part V	69	76	144	172
Total City of Independence	157	168	359	433
City Of Maple Plain				
Criminal	6	16	10	20
Traffic	9	20	37	50
Part III	1	2	2	4
Part IV	19	20	44	38
Part V	58	42	94	97
Total City Of Maple Plain	93	100	187	209
Grand Total Both Cities	250	268	546	642
TZD	0	2		
Agency Assists	16	11	0 52	25
Total ICR Reports	266	279	598	667
How Received				
Fax	7	15	9	30
In Person	10	19	30	29
Mail	1	4	2	5
Other	1	0	4	5 2
Phone	26	34	48	65
Radio	109	122	261	253
Visual	81	68	189	237
Email	16	17	31	46
Lobby Walk In	15	0	24	0
Total	266	279	598	667

February 2022 Part I & II

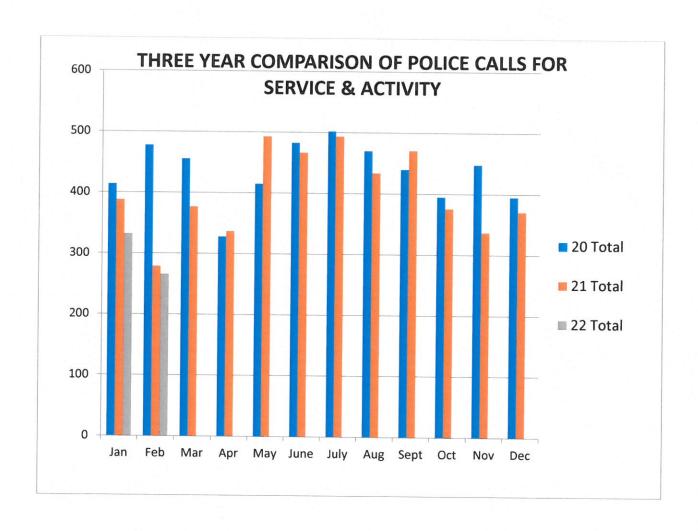
City of Maple Plain Grid #'s 1-2

<u>AGN</u>	<u>ICR</u>		Create Date	Grid #	Reported Date	MOC range
		Phone Scam	2/25/2022	1	2/25/2022	U3063
		Identity Theft	2/1/2022	2	2/1/2022	U0730
	22000339		2/1/2022	2	2/1/2022	U0010
	22000398		2/8/2022	2	2/8/2022	AL352
		Domestic-Arrest	2/11/2022	2	2/11/2022	AL350
WHPS	22000464	DWI	2/14/2022	2	2/14/2022	E6700

February 2022 Part I & II

City of Independence Grid #'s 3-5

<u>AGN</u>	<u>ICR</u>	<u>Title</u>	Create Date	Grid #	Reported Date	MOC range
		3rd Deg DWI	2/20/2022		2/20/2022	
		Identity Theft	2/2/2022	5	2/2/2022	U0730
		Identity Theft	2/3/2022	5	2/3/2022	U0730
WHPS	22000547	PD Crash/4th Degree DWI	2/23/2022	5	2/23/2022	JGW01



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY February 2022 Activity Report

Year to Date Activity Report

At the end February 28, 2022, West Hennepin Public Safety (WHPS) handled year-to-date a total of 266 incident complaints: For the month of February; 157 incidents occurred in the City of Independence and 93 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:

Stop Arm Violation

Feb 1

5700 block CR 6, Independence A bus was stopped eastbound waiting to pick up children when a westbound vehicle passed the bus at a high rate of speed. The bus driver was able to give a vehicle description. Case under investigation.

Identity Theft

Feb 1

5200 block Main St E, Maple Plain. Police took a report of a business being contacted by someone reporting to be PayPal. Through investigation it was a scam and the business did not suffer a financial loss.

Fraud

Feb 1

5100 Ind. St, Maple Plain. A business owner reported phone calls from people stating they'd received a check from his business and wanting to confirm they were legitimate and OK to cash. The business's bank account has been frozen. It's believed his check signature was copied by someone who had received a valid business check. Case is under investigation.

PD Crash

Feb 2

1800 block Baker Park Rd, Maple Plain. A male party reported hitting something with his vehicle and returned to the scene an hour later but could not find what he'd struck that caused damage to his vehicle. He was advised to follow up with his insurance and he is required to stop and notify the owner and/or police when hitting something, especially if he's unaware of what the object was at the time. Photos were taken of the damage to his vehicle.

Phone Scam Attempt

Feb 2

4700 block S Lake Sara Dr, Independence. A caller reported receiving a pre-recorded message telling her to press a number to speak with someone further regarding her utilities. She hung up and called her local utility company who confirmed that the call was a scam attempt. No loss.

Identity Theft

Feb 2

2500 block Nelson Rd, Independence. A resident received a message to call Microsoft because his computer was infected. After calling the number provided he allowed a person to take control of his computer and provided a copy of his driver's license but no financial information. The resident called his son who responded. The resident was advised to contact his cred card company and all three credit bureaus, access FTC.gov to review safeguards to protect his identity and apply for a new driver's license. No financial loss at this time.

Fire

Feb 3

15 Ingerson Rd, Independence. Police responded to a report of heavy black smoke and found a resident burning brush, furniture, Styrofoam, metal and old paint cans. Homeowner claimed not to know what was being burned. She was cited for burning prohibited materials.

Medical

Feb 4

3600 block Ihduhapi Trl, Independence. An officer was dispatched to a person reporting feeling dizzy and when he feels lightheaded he knows he's going to black out. He was transported by ambulance to North Memorial.

Animal Complaint

Feb 4

2800 block Becker Rd, Independence. A resident reported a dog that attempted to go into his home's doggy door and broke it. The dog was now in the resident's back yard. An officer picked the dog up and brought it to the address on its collar and explained to its owner the damage it had caused. The dog's owner will work with the neighbor to fix the doggy door.

Suspicious Act

Feb 4

2000 block S Lake Shore Dr, Independence. A resident reported a suspicious vehicle parked in his driveway but it left when confronted by the homeowner's son. An officer arrived in the area and spoke to the driver who was trying to get to an address in the area and his friend in the car behind him was going off Google maps that wasn't showing the address properly. Nothing criminal.

Crash

Feb 5

CR 92/BNSF Railroad. 5:51 a.m. Police were dispatched to a train vs. car property damage crash. Upon the officer's arrival he observed the stopped train, a vehicle on the north side of the tracks in the ditch and a male standing next to it. In speaking with the male, he was the driver of the vehicle and was not injured. He delivers packages for Amazon and was following his GPS. He drove through the barricades and got stuck on the tracks. A short time later he saw the oncoming train and a jumped out of his vehicle before it was struck by the train. The train conductor saw the vehicle's headlights but was unable to stop the train in time. BNSF workers arrived and checked the tracks for damage and moved the train. The vehicle was towed.

Breathing Problem

Feb 5

1600 Budd Ave, Maple Plain. An officer was dispatched to a male having trouble breathing and feeling a light pressure on his chest. North Ambulance arrived and transported him to Waconia Hospital.

PD Crash

Feb 5

CR 11/Lake Rebecca, Independence. A black SUV was unable to avoid a large amount of snow that sucked it down into the ditch where it struck a street sign. The vehicle had minor damage. It was pulled out of the ditch. County maintenance was dispatched to plow the snow from the roadway.

Head Injury

Feb 5

5100 block Main St, Maple Plain. A person fell in a bathroom and momentarily lost consciousness. North arrived and assisted. The officer left before a transport decision was made.

Problem Burn

Feb 6

5000 block Main St, Maple Plain. An officer was dispatched to a burning complaint. The fire was out when the officer arrived on scene and learned that the homeowner had been burning trash. He was verbally warned about burning illegal material.

Disturbance/Solicitor

Feb 7

5700 block Maple Ridge Dr, Maple Plain. An officer responded to a complaint of a male soliciting cameras and a security system door to door. Upon arrival in the area the male was

unable to be located. The officer called the reporting party back who thanked him for checking it out.

Suspicious Act/Solicitor

Feb 7

5900 block Three Oaks Ave, Maple Plain. A report was received of a suspicious solicitor who'd been in the area 2 hours earlier selling security systems. The reporting party was calling on behalf of her mother, the homeowner, who has a ring camera and will save the video.

Domestic

Feb 8

5200 block Bryantwood Dr, Maple Plain. An officer responded to a parking lot to meet a male party for a domestic report. The male reported being struck on the side of the head by a female. When the officer spoke with the female, she denied hitting the male and reported the male threw beer at her. She also showed him where the male had broken their bedroom door during a domestic two days earlier. The male left for the evening. No arrests.

Solicitor Complaint

Feb 8

5800 block Amy Ln, Maple Plain. A resident reported a solicitor selling home security had just left his house and was approaching a neighbor's house. An officer responded and located the solicitor who admitted soliciting. He was told he needed a solicitor's permit from the city. He was verbal warned for the violation of the city ordinance.

Citation DAR

Feb 9

CR 6/110. A vehicle was stopped for speed and not stopping at the stop light/sign to cross CR 6. The driver admitted not being aware of his speed or the stop sign. He also admitted not having a valid drivers license for 20 years. His vehicle displayed an expired temporary tag and his plates were in the vehicle door, not displayed on the vehicle. The driver's revoked license was confirmed, along with numerous driving violations. He was cited for DAR and speed and verbal warned for the stop sign and expired registration displayed/no plates.

Citation

Feb 9

Hwy 12/Delano Ave, Maple Plain. A westbound vehicle passed a stationary officer who observed the driver looking down, clearly using his phone. The vehicle was stopped and the driver admitted using his phone to find a gas station. The officer advised him he'd just passed one while his head was down looking at his phone. Driver was cited for use of phone.

Weapons Complaint

Feb 9

1500 Prairieland Ave, Maple Plain. A CenterPoint Energy contractor wearing a safety vest with CenterPoint printed on it and an ID badge was doing gas meter safety checks when a homeowner came out of his residence holding a gun and yelled at the contractor to get off his property. The contractor left and called police who had a lengthy discussion with the homeowner about personal protection and confronting people with a firearm on his property. He was encouraged to call police when he has a concern about suspicious activity.

ID Theft

Feb 9

1700 Howard Ave, Maple Plain. A resident reported someone accessed his cell phone account and ordered 2 iPhone 13 Pro max cell phones worth \$1,600 each. He was able to stop the transaction. The resident also reported that someone accessed his airline miles account and used it to purchase an airline ticket. He was provided an FTC Identity Theft Handbook and given tips on how to safeguard his identity and accounts. Case is under investigation.

Medical

Feb 10

5500 block Pioneer Creek Dr, Maple Plain. Police were called to a person having shortness of breath and pain radiating from his left arm to his chest. North Ambulance arrived, took over patient care and transported him to Ridgeview Hospital.

Medical-Unconscious

Feb 10

4800 block Gateway Blvd, Maple Plain. Police were called to a female who was found unconscious and bleeding from the head. Officers arrived on scene and found staff holding a towel to the patient's head who was now conscious and alert. She could not recall how she fell. She was transport by ambulance to North Memorial Hospital.

Fire Alarm

Feb 11

7000 block Maple Ponds Trl, Independence. An officer responded to a fire alarm at a residence. Upon speaking to the homeowner who had blown out a candle and the wick smoldered, causing the smoke alarm to go off. He did not realize the smoke detector notified the alarm company. No emergency.

Trespass

Feb 11

4500 block CR 92 N, Independence. A business manager was assisted with trespassing a party from the business property. The trespassed person was told to contact the police prior to going back to the property to retrieve personal property.

Domestic

Feb 11

1400 block Meadow Ln, Maple Plain. Officers were dispatched to a domestic between mother and son that began as an argument over keys and resulted in the son shoving the mother. When officers arrived they found the suspect in a downstairs bedroom where he verbally resisted and was not cooperative. Michael Criswell, age 33, was eventually taken into custody and booked into HC Jail for domestic assault.

Pain

Feb 12

4800 block Gateway Blvd, Maple Plain. A patient reported being in pain that was radiating from his leg up to his back. Vitals were monitored and when North Ambulance arrived, he was transported to Methodist Hospital.

DWI

Feb 14

1500 Meadow Ln, Maple Plain. A complaint was received of a vehicle that had driven on the paved path in Rainbow Park. The complainant showed a video of it to police, who located the vehicle and the driver at a residence. The officer detected a strong odor of alcohol coming from the driver who admitted drinking. He resisted arrest and fled but was located and taken into custody. Eric Raymond Ylitalo, 27 of Maple Plain, gave a breath sample that resulted in .141 BAC. He was arrested and booked into HC Jail for obstruction, fleeing and 3rd degree DWI.

Medical

Feb 15

5200 block Bryantwood Dr, Maple Plain. An officer was dispatched to a person feeling ill. Paramedics took over patient care. The patient was not transported to a hospital.

Fall

Feb 16

4800 block Gateway Blvd, Maple Plain. Police received a medical call for a female patient who'd fallen earlier in the morning and staff now wanted her sent to the hospital. The patient's only complaint was pain on her forehead. She was transported by ambulance to Methodist Hospital.

Neighbor Problem

Feb 16

1500 block Howard Ave, Maple Plain. A male reported a physical altercation between himself and a neighbor at their property lines. Both were outside with their dogs when the neighbor aggressively approached him and two times pushed his chest with her hands. They continued to argue for a short time before she walked away. The male also stated there was a previous occasion between this neighbor and another neighbor but it did not get reported. He was advised to call 911 if further altercations occur.

Dumping Complaint

Feb 17

5200 block Manchester Drive, Maple Plain. Officer notified of a brown van with two male occupants dumping trash in a nearby dumpster. Officers did not locate the suspect vehicle and will be providing extra patrol for the area.

Alarm

Feb 19

5600 block of Pioneer Creek Drive, Maple Plain. Dispatched to an alarm at a business. Officer arrived on scene, no alarm sounding, and building was secure. No emergency.

Welfare Check

Feb 19

1500 block of Howard Ave, Maple Plain. Officer was dispatched to a check welfare for a male party that had not been heard from in several days. Officer arrived on scene and attempted to contact the party. No contact was made but Officer saw that party was recently transferred to a local hospital. Officer confirmed that the resident was still at the hospital. Officer then cleared the scene.

DWI

Feb 20

CR 90 and Marsh Bank Road, Maple Plain. Officers were dispatched to personal injury crash. Single vehicle in the ditch and smoking. Officer arrived on scene and in speaking with the driver could smell an odor of alcoholic beverage coming from his breath. Officers then attempted to preform Standardized Field Sobriety Test and PBT on the driver. The driver declined. Officers arrested the driver and took him back to WHPS officer where he took a breath test with a value of .25 BAC. Andrew Lee Ludwig, age 25 was charged with 3rd Degree DWI.

Alarm Feb 21

5100 Block of Sunset Lane, Independence. Dispatched for a residential alarm. Officer observed an unlocked service door to the garage. Officer met with homeowner who stated he was aware of the issue with his service door. Officer cleared the scene.

Welfare Check

Feb 22

4800 Block of Drake Street, Maple Plain. Dispatched for a male who seems confused. Officer contacted male who was having a diabetic reaction. North Ambulance arrived on scene and transported male to Waconia Hospital for high blood sugar.

Lift Assist

Feb 23

5200 block of Pagenkopf Road, Independence. Dispatched for a male party who had fallen in the bathroom. Officer arrived on scene and assisted male. Male party was not injured. Officer cleared.

Vehicle in ditch

Feb 24

4900 block of Highway 12, Maple Plain. Officer observed vehicle in ditch. Officer followed foot impressions to a nearby business and contacted a female who stated her husband slid into the ditch. No damage done and no one was injured. Officer cleared.

Dumping Complaint

Feb 25

County Line Rd and Maria, Independence. Dispatched to a report of two full-sized refrigerators left on the shoulder of the roadway. Officer arrived on scene and found the two empty refrigerators. Independence public works was notified of the issue.

Medical- Hazardous Matter

Feb 25

4600 block of Pioneer Creek Drive, Maple Plain. Officer was dispatched to a report of a male who was exposed to hazardous chemical. Maple Plain Fire Department and North Ambulance arrived on scene and accessed the patient. Patient refused transport by ambulance.

Suspicious Act

Feb 27

7300 block of County Road 6, Independence. Officer was dispatched to a report of a large white panel van in the driveway of a private residence. Property owner stated the

vehicle was in his driveway. Officer arrived on scene and was notified that the vehicle left Eastbound on County Road 6. Officers checked the area but did not locate vehicle. Vehicle registered to a business associated to deliveries.

Welfare Check

Feb 28

2200 block of County Road 90, Independence. Dispatched to a check welfare for a female party at a residence. Officer arrived on scene and contacted a male party requesting that a female at the residence go to detox. Officer then contacted female party who stated she planned to go to detox. Female did not need medical attention and declined further assistance. Officer cleared.

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

City of Independence

Final Plat for a 13 Lot Subdivision to be Known as HILLTOP PRAIRIE on the Subject Property Located Between CSAH 90 and CSAH 83

To: City Council

From: | Mark Kaltsas, City Planner

Meeting Date: | March 15, 2022

Applicant: Bryant Johnson

Owner: Hilltop Farm, Inc.

Location: Property Identified by PID No. 26-118-24-13-0001

Request:

Bryant Johnson (Applicant) and Hilltop Farm, Inc. (Owner) is requesting the following actions for the property located between CSAH 90 and CSAH 83 and identified as PID No. 2611824130001.

a. Final Plat to allow a 13-lot subdivision to be known as HILLTOP PRAIRIE.

Property/Site Information:

The property is located on the east side of CSAH 90, north of the future Turner Road and south of Main Street. There is a grass air strip on the property and several detached airplane hangars. The property is comprised primarily of agriculture land with some woodlands.

Property Information: Former PID No. 26-118-24-13-0001

Zoning: Rural Residential

Comprehensive Plan: Rural Residential (2040 Plan – designates part of the property to

be sewered residential)
Acreage: 62.60 acres



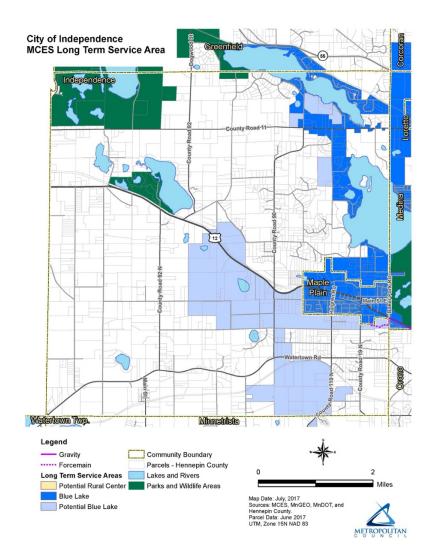
Discussion:

The applicant is asking the City to consider an application for final plat to allow a 13 lot subdivision. The City initially reviewed the concept plan and approved preliminary plat and rezoning of the property in September of 2021, to allow the proposed subdivision. The applicant has now prepared a revised set of plans addressing the majority of comments pertaining to the preliminary plat review and provided the City with the proposed final plat.

Proposed Subdivision

The 2030 and 2040 Comprehensive Plan both guide the western portion of this property for RR-Rural Residential. The applicant received approval from the City during Preliminary Plat for 13 lots based on an alternative interpretation of the zoning ordinance density provisions. The final plat proposes 13 lots consistent with the preliminary plat.

The City has continued to review the proposed subdivision of this property with the applicant. The City discussed a couple of key considerations relating to the future development of this property and adjacent properties. The City noted that the Metropolitan Council has identified a potential future (beyond 2040) sewer expansion area which encompasses this property (see map below).



The City has completed a detailed review of the final plat, including storm water, grading, wetlands and infrastructure. The following comments should be considered by the City:

- 1. The City had considerable discussions relating to access for this development. The applicant is proposing to provide a 33' wide half right of way for 500' to the east of CSAH 90 to accommodate the future extension of Turner Road along the south border of this property. The applicant is also providing the requested 66' wide right of way for the future extension of Quass Cut-Off along the north property line of the subject property. This future road will accommodate a connection to the remainder of the applicant's property to the east. The City has noted that this will require the realignment of Quass Cut-Off at the intersection of CSAH 90. The applicant needs to include this right of way dedication in the final plat. A revised final plat should provide this dedication.
- 2. Hennepin County has reviewed the final plat and provided additional comments pertaining to the turn lanes, right of way dedication and Quass Cut-Off realignment. The

applicant will need to obtain final approval from Hennepin County. This includes approval of the proposed turn lanes (both northbound and southbound turn lanes). In addition, the applicant is proposing to dedicate 50 feet of right of way along County Road 90.

- 3. The proposed plan has 13 new single-family lots that would be accessed via a new culde-sac connected to County Road 90 near the intersection of Quass Cut Off and CSAH 90.
- 4. The property abuts an industrial property to the north. The proposed road will provide separation between the two land uses; however, the City recommended that the applicant provide a berm and landscaping along the north property line of Lot 1. A six-foot high berm has been proposed along the north property line of Lots 1,2 &3, Block 1.
- 5. There is an existing powerline easement that now runs along the northeast side of the property. This power line and associated easement provides the proposed separation between this subdivision and the remaining property to the east.
- 6. There applicant has prepared a wetland delineation for the property that has been reviewed and approved by the City.
- 7. The applicant has confirmed that all lots meet the minimum of 2.5 acres of upland (buildable) area. In addition, the applicant has confirmed that all lots can accommodate a primary and secondary septic site (shown on plans).
- 8. The minimum lot frontage requirements have been reviewed and found to meet applicable requirements. It should be noted that Lot 11, Block 1 has 200LF of frontage on the proposed Gustavus Road which is less than the frontage required for a lot that is greater than 5 acres. This lot also has right of way on the south side of the property fronting the future Turner Road on the south side of the property. The total frontage required for this property would be met using the combined frontages. The minimum frontage required on a public street for lots is as follows:

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2.5 acres – 3.49 acres – 200 LF
3.5 acres – 4.99 acres – 250 LF
5.00 acre plus – 300 LF
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- 9. It is anticipated that the proposed homes would be custom built.
- 10. The City has completed a more detailed review of the revised grading and stormwater plans. The comments provided by the City's engineers will need to be reviewed and addressed by the applicant. The City did not identify any significant issues relating to the more detailed and technical review. Please see the engineers review letters attached for more information.

- 11. The City has completed a plat opinion and prepared a development agreement relating to the construction of the proposed public improvements. The applicant will need to make revisions to the plat based on the Attorney's review and opinion.
- 12. In addition to requiring the long-term maintenance of the storm water conveyance system by the homeowner's association (HOA), the City will establish a storm sewer improvement tax district for this development consistent with recent approvals (Hamilton Hills and Serenity Hills). The City is permitted to establish a storm sewer improvement tax district to acquire, construct, reconstruct, extend, maintain and otherwise improve storm sewer systems and related facilities within the District and to levy a tax on all taxable property within the District to finance such activities. The district boundary would directly correspond with the extents of this development and would provide the City with the ability to maintain the system in the future if the HOA is no longer solvent. The City can establish this district by ordinance following a public hearing on the matter. The ordinance has been prepared for formal adoption following the requisite public hearing to be held at the Council Meeting.

Park Dedication

The proposed subdivision is subject to the City's park dedication requirements. Based on the concept plan discussion, the City is not requesting a trail and or park to be dedicated in this development. Instead, the City will require the standard park dedication as cash in lieu of land. The park dedication is broken down as follows:

Park dedication fee \$3,500 per lot up to 4.99 acres, plus \$750 per acre for each acre over 5.

Park dedication for Lots 1-5 and 7,8,9,10 (less than 5 acres):	\$31,500
Park dedication for Lot 6 (6 acres):	\$4,250
Park dedication for Lot 11 (6.3 acres):	\$4,475
Park dedication for Lot 12 (6.8 acres):	\$4,850
Park dedication for Lot 13 (5.2 acres):	\$3,650
TOTAL	\$48,725

The park dedication fee requirement for this development is anticipated to be \$48,725.

Recommendation:

City Council is being asked to approve Final Plat and the Development Agreement with the following findings and conditions:

1. The proposed Final Plat meets all applicable conditions and restrictions stated Chapter V, Planning and Land Use Regulations and Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.

- 2. City Council approval of the Final Plat shall be subject to the following:
 - a. The Applicant shall make all revisions requested in the staff report, by the Planning Commission and City Council.
 - b. The Applicant shall address all comments and applicable requirements pertaining to the water resources and as outlined in the water resources review letter from Hakanson Anderson Associates, dated August 26, 2021.
 - c. The Applicant shall address all comments and applicable requirements made in the City Engineer's review letter dated, August 13, 2021 (Bolton & Menk, Inc.).
 - d. The Applicant shall comply with all applicable regulations and conditions prescribed by Pioneer Sarah Creek Watershed Management Organization and receive all applicable approvals.
 - e. The Applicant shall comply with all applicable regulations and conditions prescribed by Hennepin County and receive all applicable approvals.
 - f. The Applicant shall enter into a development agreement with the City for this development.
 - g. The Applicant shall provide a letter of credit as established by the development agreement for all public improvements associated with this development.
 - h. The Applicant shall consent to the establishment of the storm sewer improvement tax district.
 - i. The Applicant shall enter into a storm water maintenance agreement pertaining to the required storm water ponds to be located on the property.
 - j. The Applicant shall provide the City with copies of applicable HOA agreement and covenants.
 - k. The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
- 3. The Applicant shall pay the park dedication fees in accordance with the terms defined in the Development Agreement.
- 4. The Applicant shall pay for all costs associated with the City's review of the final plat and preparation of the development agreement.

5. The Applicant shall record the Final Plat within ninety (90) days of the City Council approval of the Final Plat.

Attachments:

- 1. **RESOLUTION NO. 22-0315-01** Considering approval of the final plat.
- 2. **ORDINANCE NO. 2022-02** Considering approval of the storm sewer tax improvement district.
- 3. Development Agreement
- 4. Final Plat/Construction Documents
- 5. Attorney's Plat Opinion
- 6. Engineering Review Letters



RESOLUTION OF THE CITY OF INDEPENDENCE HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 22-0315-01

A RESOLUTION GRANTING APPROVAL OF A FINAL PLAT TO BE KNOWN AS HILLTOP PRAIRIE

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

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

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

WHEREAS, Hilltop Farm, Inc. (the "Applicant/Owner") has submitted a request for a final plat for the property located identified by PID No. 26-118-24-13-0001 in the City of Independence, MN; and

WHEREAS, the Property is legally described on Exhibit A attached hereto; and

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

WHEREAS the requested final plat meets all requirements, standards and specifications of the City of Independence subdivision and zoning ordinance for Rural Residential Property; and

WHEREAS the City held a public hearing on September 21, 2021 to review the application for Preliminary Plat as required, following mailed and published noticed as required by law; and

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MINNESOTA, that it should and hereby does approve the application by

Hilltop Farm, Inc. for a final plat per the City's subdivision and zoning regulations with the following conditions:

- 1. The proposed Final Plat meets all applicable conditions and restrictions stated Chapter V, Planning and Land Use Regulations and Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
- 2. City Council approval of the Final Plat shall be subject to the following:
 - a. The Applicant shall make all revisions requested in the staff report, by the Planning Commission and City Council.
 - b. The Applicant shall address all comments and applicable requirements pertaining to the water resources and as outlined in the water resources review letter from Hakanson Anderson Associates, dated August 26, 2021.
 - c. The Applicant shall address all comments and applicable requirements made in the City Engineer's review letter dated, August 13, 2021 (Bolton & Menk, Inc.).
 - d. The Applicant shall comply with all applicable regulations and conditions prescribed by Pioneer Sarah Creek Watershed Management Organization and receive all applicable approvals.
 - e. The Applicant shall comply with all applicable regulations and conditions prescribed by Hennepin County and receive all applicable approvals.
 - f. The Applicant shall enter into a development agreement with the City for this development.
 - g. The Applicant shall provide a letter of credit as established by the development agreement for all public improvements associated with this development.
 - h. The Applicant shall consent to the establishment of the storm sewer improvement tax district.
 - i. The Applicant shall enter into a storm water maintenance agreement pertaining to the required storm water ponds to be located on the property.
 - j. The Applicant shall provide prospective buyers with the Letter of Information Pertaining to the Hilltop Prairie Subdivision as prepared by the City and attached hereto as **EXHIBIT B**.
 - k. The Applicant shall provide the City with copies of applicable HOA agreement and covenants.
 - 1. The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.

- 3. The Applicant shall pay the park dedication fees in accordance with the terms defined in the Development Agreement.
- 4. The Applicant shall pay for all costs associated with the City's review of the final plat and preparation of the development agreement.
- 5. The Applicant shall record the Final Plat within ninety (90) days of the City Council approval of the Final Plat.

approval of the rmai riat.	
This resolution was adopted by the City Council of of March 2022, by a vote ofayes andnays	
ATTEST:	Marvin Johnson, Mayor
Mark Kaltsas, City Administrator	

EXHIBIT A

(Legal Description of Property)

PARCEL A

That part of the South Half of the Northwest Quarter and the South Half of the Northeast Quarter of Section 26, Township 118, Range 24, Hennepin County, Minnesota lying Southwesterly of the following described line:

Commencing at the Southwest Corner of said South Half of the Northwest Quarter; thence on an assumed bearing of South 88 degree 55 minutes 11 seconds East along the South line of the South Half of the Northwest Quarter and the South Half of the Northeast Quarter a distance of 2812.88 feet to the point of beginning of said line; thence North 48 degrees 11 minutes 29 seconds West a distance of 2033.37 feet to the North line of said South Half of the Northwest Quarter and said line there terminating.

EXHIBIT B

(Letter of Information)

ORDINANCE NO. 2022-02

CITY OF INDEPENDENCE COUNTY OF HENNEPIN

STATE OF MINNESOTA

AN ORDINANCE ESTABLISHING THE HILLTOP PRAIRIE STORM SEWER IMPROVEMENT TAX DISTRICT

THE CITY OF INDEPENDENCE, MINNESOTA DOES ORDAIN:

Section I. Background: Findings.

- 1.01. The City is authorized by Minnesota Statutes, Sections 444.16 444.21 (the "Act") to establish a storm sewer improvement tax district (the "District") to acquire, construct, reconstruct, extend, maintain and otherwise improve storm sewer systems and related facilities within the District in accordance with the Act and to levy a tax on all taxable property within the District to finance such activities. Any real estate acquisition shall be by voluntary conveyance or by eminent domain proceedings conducted in accordance with applicable law.
- 1.02. It is found and determined that it is in the best interests of Independence and its storm water management program that the District be established for the property being developed as Hilltop Prairie subdivision. The District shall be comprised of the following land within Independence legally described as follows:

PARCEL A

That part of the South Half of the Northwest Quarter and the South Half of the Northeast Quarter of Section 26, Township 118, Range 24, Hennepin County, Minnesota lying Southwesterly of the following described line:

Commencing at the Southwest Corner of said South Half of the Northwest Quarter; thence on an assumed bearing of South 88 degree 55 minutes 11 seconds East along the South line of the South Half of the Northwest Quarter and the South Half of the Northeast Quarter a distance of 2812.88 feet to the point of beginning of said line; thence North 48 degrees 11 minutes 29 seconds West a distance of 2033.37 feet to the North line of said South Half of the Northwest Quarter and said line there terminating.

And to be platted as Hilltop Prairie, Hennepin County, Minnesota.

Section II. Establishment: Authorizations.

- 2.01. The Hilltop Prairie Storm Sewer Improvement Tax District is established. The city shall have all powers and authority conferred by the Act in the operation and financing of the activities of the District.
 - 2.02. The boundaries of the District are as described above.

2.03. The City Administrator is authorized and directed to file a certified copy of the ordinance with the Hennepin County Auditor, the Office of the Hennepin County Recorder.

Section III. This ordinance shall become effective upon its adoption and publication and shall be recorded with the Hennepin County Auditor, Registrar of Titles and Recorder.

Adopted this 15th day of March 2022, by the Independence City Council.

	Marvin Johnson, Mayor		
ATTEST:			
Mark Kaltsas, City Administrator			

DEVELOPMENT AGREEMENT BETWEEN HILLTOP FARM, INC. AND THE CITY OF INDEPENDENCE

HILLTOP PRAIRIE

This Development Agreement (the "Agreement") is made and entered into this ____ day of ____, 2022, by and between the city of Independence, a municipal corporation under the laws of Minnesota (the "City"), and Hilltop Farm, Inc., a Minnesota corporation (the "Developer").

WITNESSETH:

WHEREAS, the City Council approved the preliminary and final plat of Hilltop Prairie (the "Subdivision") by Resolution No. 21-0921-01 adopted on September 21, 2022 ("City Approvals"), and;

WHEREAS, the Developer is the fee owner of the land platted as Hilltop Prairie as legally described on Exhibit A attached hereto (the "Property"), and;

WHEREAS, the City Approvals are contingent upon the Developer entering into a development agreement satisfactory to the City, which development agreement will be recorded against the Property.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

- 1. <u>Right to Proceed</u>. This Agreement is intended to regulate the development of the Property and the construction therein of certain public and private improvements. The Developer may not construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:
 - a) the final plat has been filed with Hennepin County;
 - b) this Agreement has been executed by the Developer and the City and filed with Hennepin County;
 - c) the required Letter of Credit and escrow amount (as hereinafter defined) have been received by the City from the Developer;
 - d) final engineering and construction plans in digital form have been submitted by the Developer and approved by the city engineer;
 - e) the Developer has paid the City for all legal, engineering and administrative expenses incurred by the City regarding the City Approvals;

- f) the Developer has responded to all comments provided by the City_(city engineers, Hennepin County and PSCWMC) and such responses have been approved in writing by the city administrator;
- g) the Developer has obtained written approval from the Pioneer Sarah Creek Watershed Management Commission and provided evidence of such approval to the City;
- h) the Developer has executed the stormwater pond maintenance agreement of the form attached hereto as Exhibit B;
- i) the Developer has paid the park dedication fee as per paragraph 8 herein, and;
- j) the Developer's agent has attended a preconstruction meeting with the City engineer and staff.

Upon completion or satisfaction of the foregoing conditions precedent, the Developer shall notify the City and, upon confirmation of completion, the City shall provide written notice that the Developer may proceed.

- 2. <u>Plans; Improvements</u>. a) The Developer agrees to develop the Property in accordance with the City Approvals, and to construct all improvements in accordance with the approved engineering and construction plans (collectively, the "Plans"). All terms and conditions of the City Approvals are hereby incorporated by reference into this Agreement. The Plans may not be modified by the Developer without the prior written approval of the City.
- b) In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the "Subdivision Improvements"):
 - 1. Street and road improvements;
 - 2. Storm sewer facilities, and;
 - 3. Stormwater pond facilities and associated grading.
- c) All work performed by or on behalf of the Developer related to construction of the Subdivision Improvements shall be restricted to the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday, and 8:00 a.m. through 4:00 p.m. on Saturday. Construction on homes shall be restricted to the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday and 8:00 a.m. through 4:00 p.m. on Saturday and Sunday.
- 3. <u>Erosion Control</u>. a) All construction regarding the Subdivision Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City's permit with the Minnesota Pollution Control Agency regarding municipal separate storm sewer system program dated June 30, 2014. Before any portion of the Subdivision is rough graded, an erosion control plan shall be implemented by the Developer as approved by the City. The City may impose reasonable, additional erosion control requirements after the City's initial approval, if the City deems such necessary due to a change in conditions. All areas disturbed by the excavation shall be reseeded promptly after the completion of the work in that area unless construction of streets or utilities,

buildings or other improvements is anticipated immediately thereafter. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

- b) If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems reasonably appropriate to control erosion based on the urgency of the situation. The City agrees to provide reasonable notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but limited notice by the City when conditions so dictate will not affect the Developer's obligations or the City's rights hereunder.
- c) The Developer agrees to reimburse the City for all expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the Subdivision Improvements will be allowed and no building permits will be issued within the Subdivision unless the Developer is in full compliance with the erosion control requirements. The erosion control measures specified in the Plans or otherwise required within the Subdivision shall be binding on the Developer and its successors and assigns.
- 4. <u>Site Grading</u>; <u>Haul Routes</u>. a) In order to construct the Subdivision Improvements and otherwise prepare the Property for development, it will be necessary for the Developer to grade the Property. All grading must be done in compliance with this Agreement, the Plans and with all requirements of the Minnesota Pollution Control Agency regarding contaminated soils. The City may withhold issuance of a building permit for the Subdivision until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City. Within 30 days after completion of the grading, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer.
- b) The Developer agrees that any fill material which must be brought to or removed from the Subdivision while grading the site or during construction of the Subdivision Improvements or any buildings located within the Subdivision will be transported using the haul routes established by the City.
- 5. Construction of Subdivision Improvements. a) All Subdivision Improvements shall be installed in accordance with the Plans, the City Approvals, the City's subdivision regulations, the City's engineering standards and the requirements of the City engineer. The Developer shall submit plans and specifications for the Subdivision Improvements. The Developer shall obtain any necessary permits from any other agency having jurisdiction before proceeding with construction. The City shall inspect the Subdivision Improvements at the Developer's expense. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Within 45 days after the completion of the Subdivision Improvements, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and three complete sets of paper "as constructed" plans, each prepared in accordance with City standards and also electronic versions of said plans in AutoCADD and shapefile formats based on Hennepin County coordinates. Iron monuments

must be installed in accordance with state law. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed. All Subdivision Improvements required by this Agreement shall be completed by no later than December 15, 2022, except as specifically noted otherwise in this Agreement.

- The Developer agrees to require its contractor to provide to the City a warranty bond against defects in labor and materials for all elements of the Subdivision Improvements for a period of two years from the date of their acceptance by the City. During such period, the Developer agrees to repair or replace any Subdivision Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether a Subdivision Improvement shows signs of failure shall be made by the City in the exercise of its reasonable judgment. If the Developer fails to repair or replace a defective Subdivision Improvement during the warranty period, the City may repair or replace the defective portion and may use the Letter of Credit (as hereinafter defined) to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Subdivision Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this paragraph. The Developer hereby agrees to permit the City to specially assess any unreimbursed costs against any lots in the Subdivision which have not been sold to home buyers if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.
- c) If building permits are issued prior to the completion and acceptance of all Subdivision Improvements serving any lot, the Developer assumes all liability and costs resulting in delays in completion of the Subdivision Improvements and damage to the Subdivision Improvements caused by the City, the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.
- 6. <u>Stormwater Pond Improvements.</u> a) The Developer agrees to complete all elements of the on-site stormwater facilities, including but not limited to ponds, infiltration basins and accompanying structures, in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities serving the Subdivision will remain private and will be maintained by the Developer, or successor owners, at its sole expense. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them. In order to meet the requirements of the Pioneer Sarah Creek Watershed Management Commission, the Developer agrees to enter into a Stormwater Pond Maintenance Agreement with the City in the form attached hereto as <u>Exhibit B</u>. The purpose of the Stormwater Pond Maintenance Agreement is to ensure that the Developer and ultimately the homeowners association maintain the stormwater facilities within the Subdivision and to give the City the right but not the obligation to do so if the Developer fails in its obligations. The Stormwater Pond Maintenance Agreement will be recorded against the Property and will run with the land. The Developer acknowledges that i) the on-site storm water improvements will not be accepted by the City; ii) the City does not plan to maintain or pay for maintenance, repair or replacement of

the storm sewer improvements and that the Developer and ultimately the lot owners will have primary responsibility for such work; iii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the Developer or the lot owners to do so; and iv) if the City performs any work on the storm water improvements, the City intends to recover its costs through one of the means available to it, including the right to specially assess the cost of such work against all of the lots within the Subdivision.

- b) The Developer agrees to inform purchasers of lots within the Subdivision that i) the City does not plan to maintain or pay for maintenance, repair or replacement of the storm water improvements and that the lot owners will have primarily responsibility for such work; ii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the lot owners to do so; and iii) if the City performs any work on the storm water improvements, the City intends to recover the cost of such work against the lots within the Subdivision through one of the means available to it, including the right to specially assess the cost of the work against all the lots within the Subdivision.
- c) The Developer acknowledges that the City has established a storm sewer improvement tax district which includes all of the Property. The district was established pursuant to Minnesota Statutes, sections 444.16 to 444.21 and authorizes the City to acquire, construct, reconstruct, extend, maintain, and otherwise improve storm sewer systems and related improvements within the Property if such work becomes necessary in the opinion of the City. In recognition of this possibility, the Developer agrees to provide prospective lot purchasers with a disclosure statement regarding the existence of the storm sewer improvement tax district and the fact that a tax could be imposed on the lots within the Subdivision if the City is required to repair or maintain the storm sewer systems and related improvements. The wording of the disclosure statement must be approved by the City for use in connection with the sale of lots in the Subdivision prior to its distribution or use by the Developer or to the marketing of any of the lots.
- Improvement Security. a) In order to ensure completion of the Subdivision 7. Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any construction or work within the Subdivision a letter of credit (the "Letter of Credit") in the amount of \$ 966,285.00, which represents 150 percent of the estimated cost of the Subdivision Improvements as specified in the Plans. This amount represents the maximum risk exposure for the City, based on the anticipated sequence of construction and the estimate of cost of each element of the Subdivision Improvements, rather than the aggregate cost of all required Subdivision Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Subdivision Improvements and shall renew automatically thereafter until released by the City. The estimated cost of the work covered by the Letter of Credit is itemized on Exhibit C attached hereto. The Letter of Credit shall be issued by a bank determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Subdivision Improvements and other specified work within the Subdivision and to pay any fees or costs due to the City by the Developer.
 - b) The City agrees to return a portion of the Letter of Credit, in an amount to be

determined solely by the City, upon substantial completion of any significant portion of the covered Subdivision Improvements, delivery of the required warranty bond to the City, and satisfaction of all of the Developer's financial obligations to the City. The Letter of Credit may also be used as security for additional elements of the Subdivision Improvements. Prior to releasing any portion of the Letter of Credit, the City shall first be satisfied regarding the quality and completeness of the work and that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the land within the Subdivision. The remaining balance of the Letter of Credit shall be released in full and returned to the Developer following installation of the final wear course of bituminous on the streets and after satisfaction of all the Developer's financial obligations to the City under this Agreement.

- c) It is the intention of the parties that the City at all times have available to it an Letter of Credit in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement, including fees or costs due to the City by the Developer. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.
- 8. Park Dedication Requirements. The Developer shall pay a cash-in-lieu park dedication fee of Forty-eight Thousand Seven Hundred Twenty-five and 00/100 Dollars (\$48,725.00) for the Subdivision.

9. [Intentionally Omitted].

- 10. Responsibility for Costs; Deposit for Construction Inspection. a) The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the final plat and the drafting and negotiation of this Agreement. The Developer agrees to reimburse the City in full for such reasonable costs within 45 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees.
- b) The Developer shall also pay a fee for City construction observation and administration relating to construction of the Subdivision Improvements. Construction observation shall include inspection of all the Subdivision Improvements. In order to reimburse the City for the administrative fee and the reasonable cost of inspection of the Subdivision Improvements, the Developer shall deposit an additional \$10,000.00 with the City, which shall receive and hold such funds solely under the terms of this Agreement. The City shall reimburse itself for expenses from the deposit and will provide the Developer with a copy of any invoice from the City engineer or evidence of other cost or expense prior to deducting such funds from the deposit. If any funds held exceed the amount necessary to reimburse the City for its costs under this paragraph, such funds shall be returned to Developer without interest. If it appears that the actual costs incurred will exceed the estimate, Developer and City shall review the costs required to complete the project and the Developer shall deposit additional sums with the City.
 - 11. Developer's Default. In the event of default by the Developer as to construction or

repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Subdivision for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

- 12. <u>Insurance</u>. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.
- 13. <u>Floodplain Regulations</u>. No structures, including fences and accessory structures, may be constructed within the Subdivision below the regulatory flood protection elevation. The Developer must comply with the requirements of the City with regard to flood protection.
- 14. No Building Permits Approved; Certificates of Occupancy. a) The City Approvals do not include approval of a building permit for any structures within the Subdivision. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Subdivision. The Developer or the parties applying for the building permits shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.
- b) No certificate of occupancy shall be issued for any home constructed in the Subdivision unless prior thereto the lot has been graded, the driveway has been installed, the home is connected to the municipal sanitary sewer system and such connection has been approved by the City, and an as built survey of the lot has been submitted and approved by the City. In cases in which seasonal weather conditions make compliance with these conditions impossible, the City may accept an escrow of sufficient amount to ensure completion of the work during the following construction season.
- 15. <u>Clean up and Dust Control</u>. The Developer shall daily clean dirt and debris from streets adjoining the Subdivision resulting from construction work by the Developer, its contractors, agents or assigns. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction within the Subdivision.

- 16. <u>Compliance with Laws</u>. The Developer agrees to comply with all laws, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits for the Subdivision.
- 17. Agreement Runs with the Land. This Agreement shall run with the Property and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Developer and their successors and assigns. The Developer's successor in title may be responsible for obligations under this Agreement as required by the City. The Developer warrants that there are no unrecorded encumbrances or interests relating to the Property. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.
- 18. <u>Indemnification</u>. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by it and third parties for damages sustained or costs incurred resulting from approval of the final plat and the other City Approvals. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.
- 19. <u>Assignment</u>. The Developer may not assign this Agreement or its rights or obligations hereunder without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied.
- 20. <u>Notices</u>. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

u)	as to Developer.	
b)	as to City:	City of Independence 1920 County Road 90 Independence, MN 55359-9448 Attn: City Administrator
	with a copy to:	Robert Vose Kennedy & Graven, Chartered 150 South Fifth Street, Suite 700 Minneapolis, MN 55402

as to Developer.

or at such other address as any party may from time to time notify the others in writing in accordance with this paragraph. The Developer shall notify the City if there is any change in its name or address.

- 21. <u>Severability</u>. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.
- 22. <u>Non-waiver</u>. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.
- 23. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

By: Marvin Johnson, Mayor By: Mark Kaltsas City Administrator The foregoing instrument was acknowledged before me this day of Marvin Johnson and Mark Kaltsas, the Mayor and City Administrator, respectively, of the city of

Notary Public

CITY OF INDEPENDENCE

STATE OF MINNESOTA

COUNTY OF HENNEPIN

) ss.

Independence, a Minnesota municipal corporation, on behalf of the municipal corporation.

	Developer
STATE OF MINNESOTA)	
) ss. COUNTY OF HENNEPIN)	
	owledged before me this day of, 2022 for Hilltop Farm, Inc. on behalf of the
corporation.	
	Notary Public
This instrument drafted by:	
Kennedy & Graven, Chartered (RJV) 150 South Fifth Street, Suite 700 Minneapolis, MN 55402	

EXHIBIT A TO DEVELOPMENT AGREEMENT

Legal Description of the Property

The land subject to this Development Agreement is located in Hennepin County, Minnesota and is legally described as follows:

Lots 1 through 13, Block 1, Hilltop Prairie, according to the recorded plat thereof.

EXHIBIT B TO DEVELOPMENT AGREEMENT

FORM OF STORMWATER POND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2022, by and between the city of Independence, a Minnesota municipal corporation (the "City"), and Hilltop Farm, Inc., a Minnesota corporation (the "Developer").

WITNESSETH:

- **WHEREAS**, the Developer owns certain real property located in Hennepin County, Minnesota, legally described on Exhibit A attached hereto (the "Property"); and
- **WHEREAS**, the Developer has granted to the City drainage and utility easements over portions of the Property through dedication on the plat of Hilltop Prairie; and
- **WHEREAS**, those portions of the Property subject to the drainage and utility easements are hereinafter collectively referred to as the "Easement Areas"; and
- WHEREAS, the Developer intends to construct within the Easement Areas certain stormwater facilities (the "Stormwater Improvements") for the benefit of the Property; and
- **WHEREAS**, by a separate development agreement (the "Development Agreement"), the City and the Developer have entered into an agreement for the construction and maintenance of the Stormwater Improvements; and
- **WHEREAS**, the City requires permanent provisions for handling of storm runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and
- WHEREAS, the City and the Developer intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements;
- **NOW, THEREFORE**, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- 1. <u>Maintenance of the Stormwater Improvements</u>. The Developer and its successors or assigns as fee owners of the Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall provide the City with a schedule acceptable

to the City for the periodic inspection of the Stormwater Improvements by the Developer. The Developer shall make all such scheduled inspections, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Stormwater Improvements, shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.

- The City may maintain the Stormwater City's Maintenance Rights. Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Developer is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon the Easement Area to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.
- 3. <u>Hold Harmless</u>. The Developer hereby agrees to defend, indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's, or the Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

- 4. <u>Costs of Enforcement</u>. The Developer agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.
- 5. <u>Rights Not Exclusive</u>. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements, provided, however, that the City shall not exercise such rights unless the Developer or its successors or assigns does not timely cure a failure to maintain the Stormwater Improvements after receipt of written notice as provided in paragraph 2 above.
- 6. <u>Notice</u>. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

a)	as to Developer:	
b)	as to City:	City of Independence
,		1920 County Road 90
		Independence, MN 55359-9448
		Attn: City Administrator
	with a copy to:	Robert Vose
		Kennedy & Graven, Chartered
		150 South Fifth Street, Suite 700

or at such other address as any party may from time to time notify the others in writing in accordance with this paragraph.

Minneapolis, MN 55402

- 7. <u>Successors</u>. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.
- 8. <u>Effective Date</u>. This Agreement shall be binding and effective as of the date first written above.
 - 9. <u>Governing Law.</u> This Agreement shall be construed under the laws of Minnesota.

		Developer			
STATE OF MINNESOTA)) ss.				
COUNTY OF HENNEPIN)				
The foregoing instru					
bycorporation.	, the		_ for Hilltop Farm	ı, Inc. on beha	If of the
		Notar	y Public		

CITY OF INDEPENDENCE

	By:	
	·	Marvin Johnson, Mayor
	By:	Mark Kaltsas City Administrator
STATE OF MINNESOTA)) ss. COUNTY OF HENNEPIN) The foregoing instrument was ac	knowled	ged before me this day of
		fayor and the City Administrator, respectively cipal corporation, on behalf of the municipal
		Notary Public
This instrument drafted by:		

Kennedy & Graven, Chartered (RJV)

150 South Fifth Street, Suite 700 Minneapolis, MN 55402

EXHIBIT A TO STORMWATER MAINTENANCE AGREEMENT

The land subject to this Stormwater Maintenance Agreement is located in Hennepin County, Minnesota and is legally described as follows:

Lots 1 through 13, Block 1, Hilltop Prairie, according to the recorded plat thereof.

EXHIBIT C TO DEVELOPMENT AGREEMENT

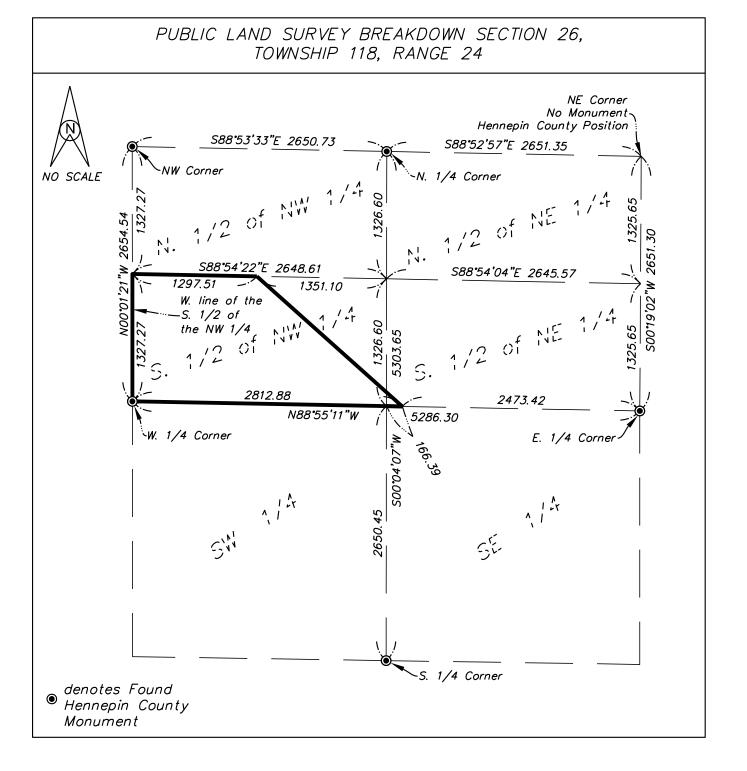
Subdivision Improvement Cost Estimate

[To be inserted]

HILLTOP PRAIRIE

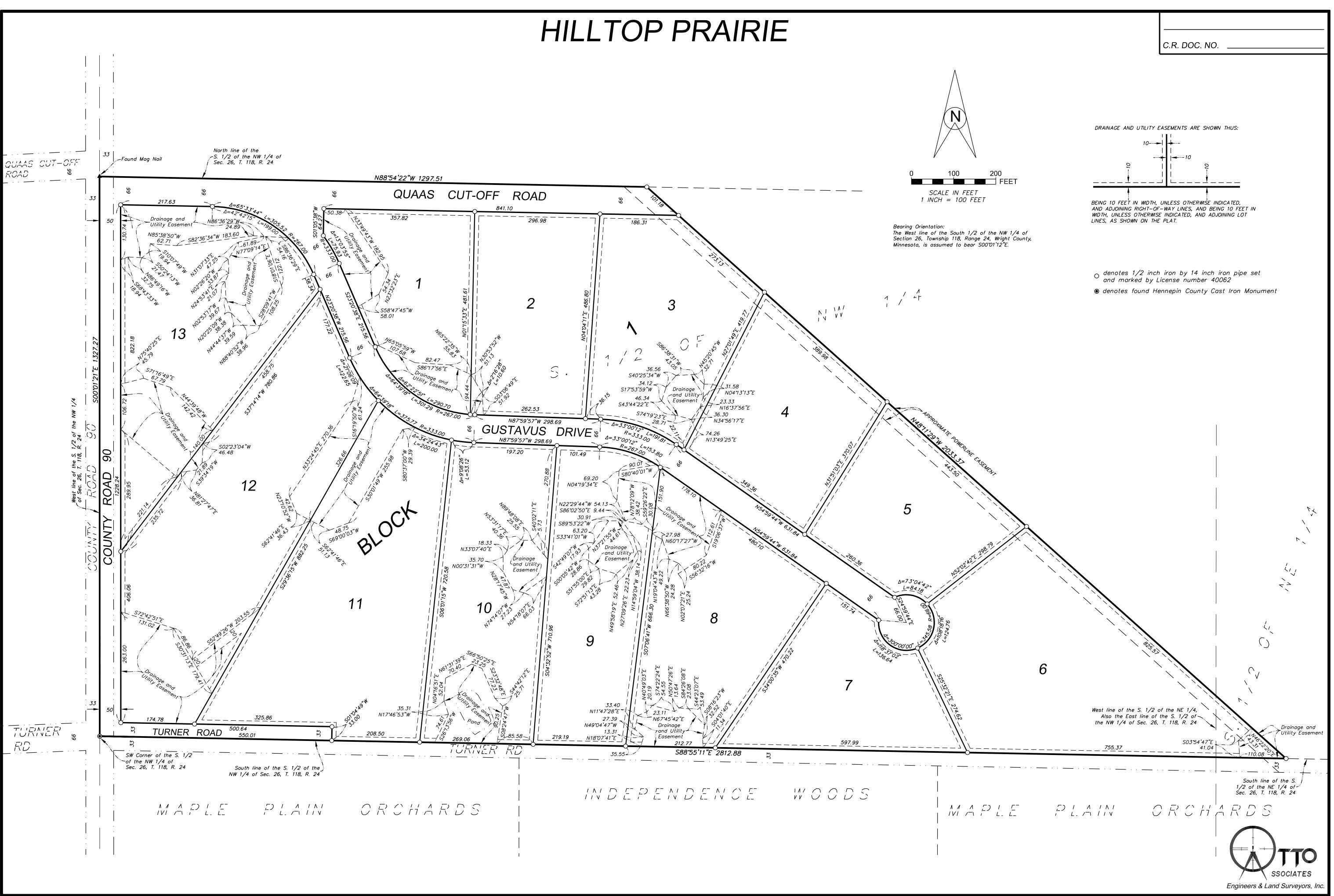
C.R. DOC. NO.

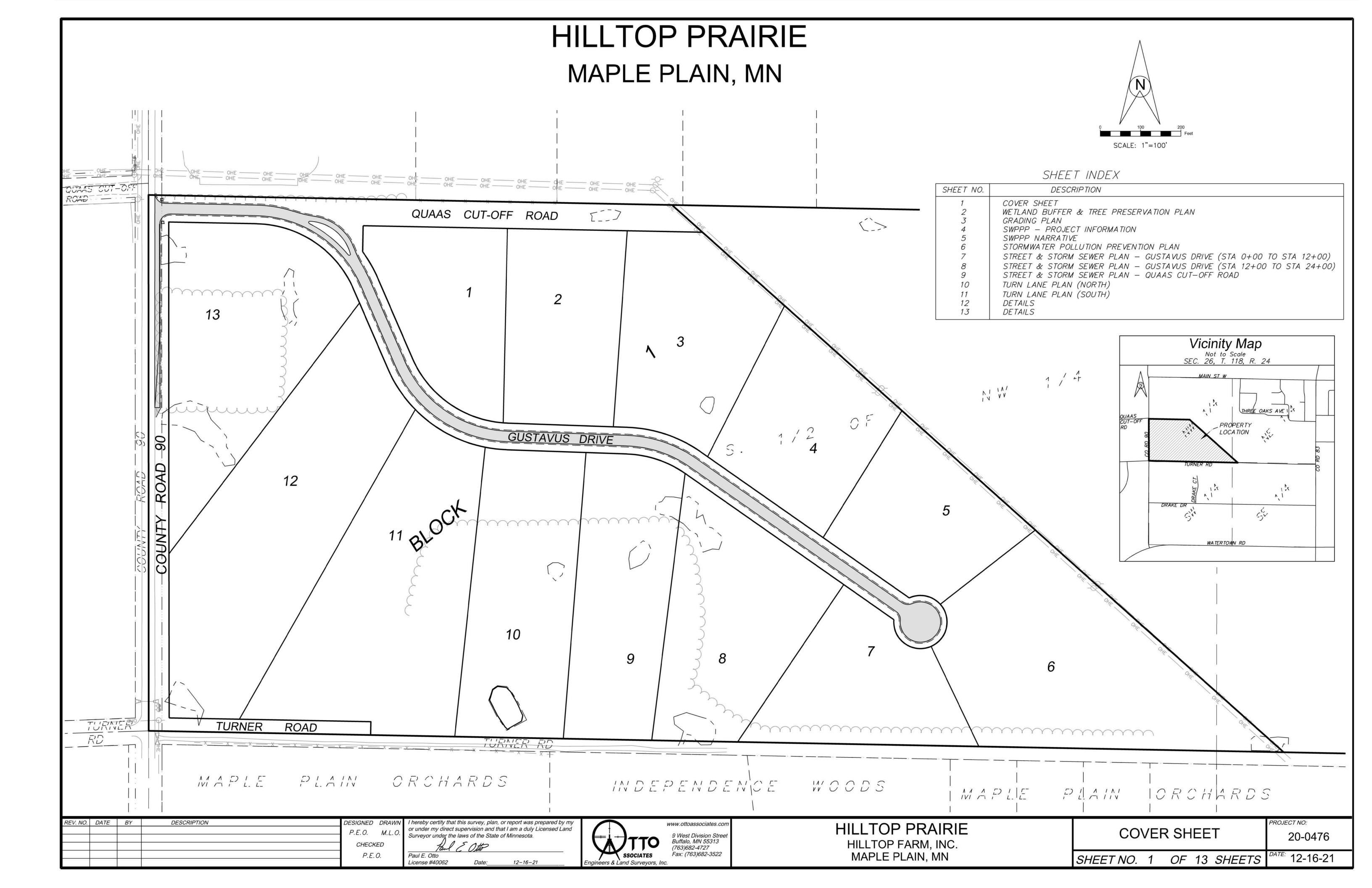
	ONS BY THESE PRESENTS: Tha County of Hennepin, State of Mi		, fee owner of the following described property
	the South Half of the Northwes ing Southwesterly of the followin		e Northeast Quarter of Section 26, Township 118, Range 24, Hennepin County,
seconds . the point	East, along the South line of th	ne South Half of the Northwest Qua ce North 48 degrees 11 minutes 29	Quarter; thence on an assumed bearing of South 88 degree 55 minutes 11 ter and the South Half of the Northeast Quarter, a distance of 2812.88 feet to seconds West, a distance of 2033.37 feet to the North line of said South Half
	same to be surveyed and platte as created by this plat.	ed as HILLTOP PRAIRIE and does he	reby dedicate to the public for public use the public ways and the drainage and
In witness where	of said	, <i>a</i>	, has caused these presents to be signed by its proper
STATE OF			
COUNTY OF		in day of	20
	was acknowleaged before me this	aay or,	, 20, by, a
		(Notary Signature)	
		(Notary Printed Name)	
	Notary Public,	County,	
	My commission expires		
Minnesota; that monuments depi	this plat is a correct represent cted on this plat have been, or	ation of the boundary survey; that a will be correctly set within one yea	rect supervision; that I am a duly Licensed Land Surveyor in the State of all mathematical data and labels are correctly designated on this plat; that all r; that all water boundaries and wet lands, as defined in Minnesota Statutes, n this plat; and all public ways are shown and labeled on this plat.
Dated this	day of	, 20	
	Paul E. Otto, Licensed Land . Minnesota License Number 40		
STATE OF MINNE	SOTA		
COUNTY OF WRIG	HT	this day of	, 20, by Paul E. Otto.
		(Notary Signature)	
		(Notary Printed Name)	
	Notary Public,	County, Minnesota	
	My commission expires		
CITY COUNCIL, CI	TY OF INDEPENDENCE, MINNESO	TA	
			City of Independence, Minnesota, at a regular meeting thereof held this the provisions of Minnesota Statutes, Section 505.03, Subd. 2.
	of Independence, Minnesota	and cold place to an ecompliance with	the pronounce of mannesses electron esselve, ease, 2.
Ву	M	ayor By	Clerk
	EAL ESTATE SERVICES, Hennepint that taxes payable in 20		and described on this plat, dated thisday of,
Mark V. Chapin,	County Auditor	by	Deputy
	Hennepin County, Minnesota STAT. Sec. 383B.565 (1969), t	his plat has been approved this	day of, 20
Chris F. Mavis, C			
COUNTY RECORDS I hereby certify	ER, Hennepin County, Minnesota that the within plat of HILLTOP	PRAIRIE was recorded in this office	this day of, 20, at o'clockM.
Amber Bougie, C	ounty Recorder	by	Deputy

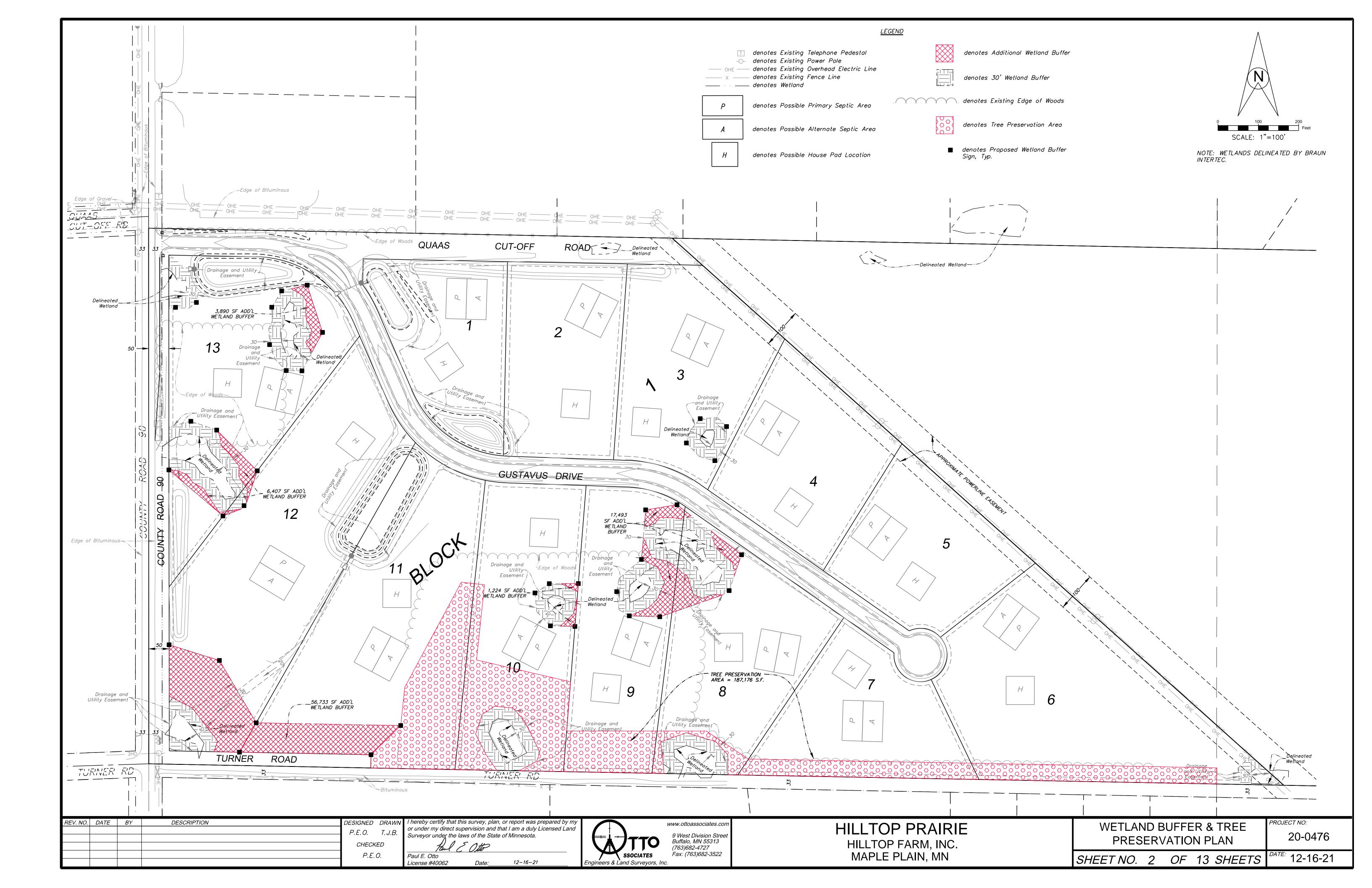


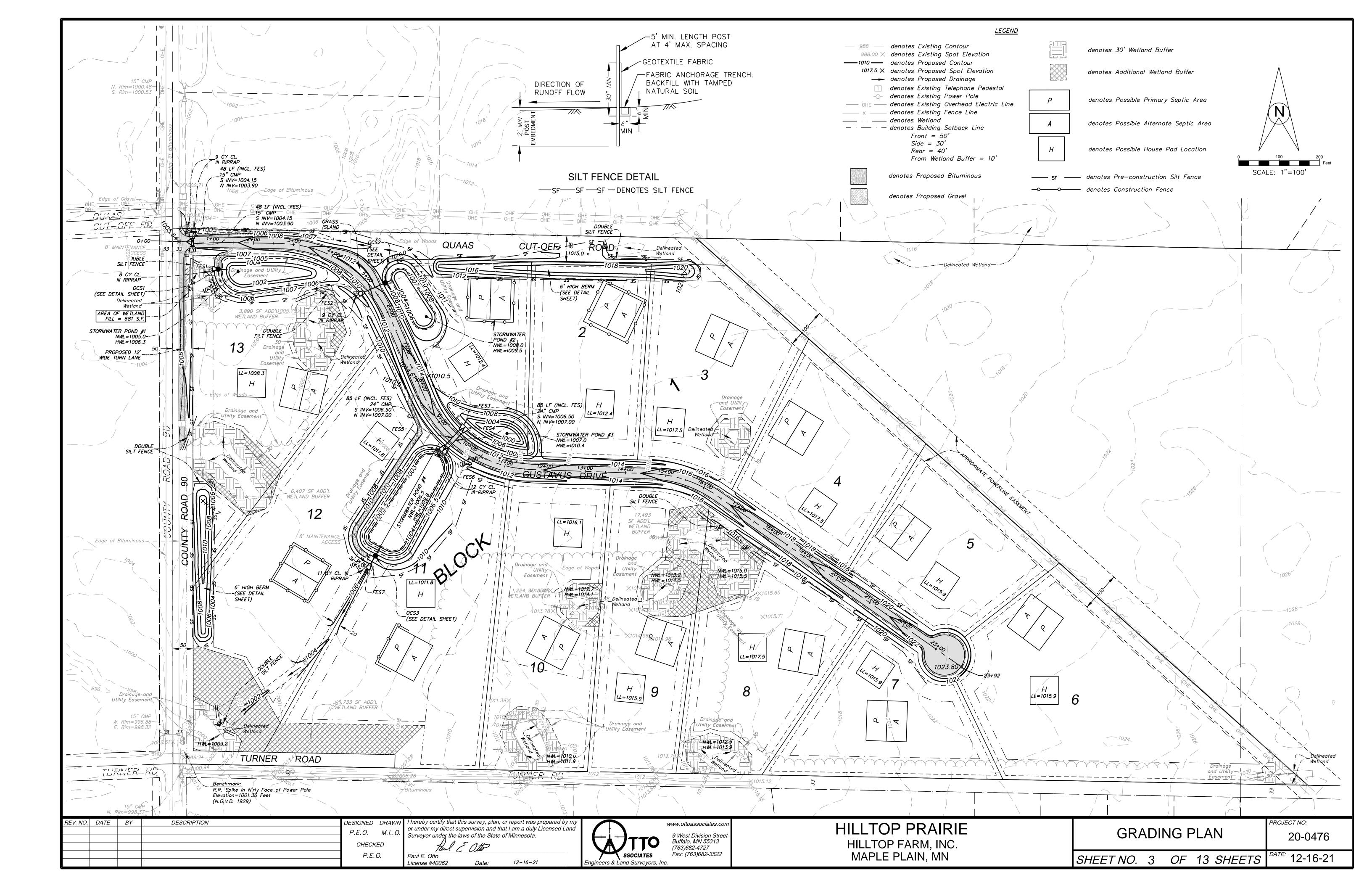
Bearing Orientation: The West line of the South 1/2 of the NW 1/4 of Section 26, Township 118, Range 24, Wright County, Minnesota, is assumed to bear S00°01'12"E.











GENERAL PROJECT INFORMATION

PROJECT LOCATION AND NARRATIVE:

THIS PROJECT CONSISTS OF A 13 LOT SUBDIVISION IN MAPLE PLAIN, MN. THE SITE IS LOCATED NEAR LONGITUDE -93.6826, LATITUDE 45.0028. THE SITE IS ACCESSED FROM COUNTY ROAD 90.

CONSTRUCTION ACTIVITIES INCLUDE GRADING, ROAD CONSTRUCTION, AND STORMWATER BASIN CONSTRUCTION. CONSTRUCTION IS PLANNED TO BEGIN SPRING OF 2022, AND COMPLETED FALL OF 2022.

EXISTING LAND USE: I.E. THE MAJORITY OF THE PROPERTY IS CROPLAND. THE REMAINDER OF THE SITE CONSISTS OF WETLANDS, MEADOW, AND A COMBINATION OF WOODS/GRASSLAND AREAS.

SITE DRAINAGE: I.E. THE SITE DRAINS OFFSITE IN TWO LOCATIONS: NORTHWEST TO LAKE IRENE AND PIONEER CREEK AND SOUTHWEST TO AN UNNAMED WETLAND.

RESPONSIBLE PARTIES:

THE SWPPP DESIGNER, CONSTRUCTION SWPPP MANAGER, AND BMP INSTALLER MUST HAVE APPROPRIATE TRAINING. TRAINING DOCUMENTATION FOR THE SWPPP DESIGNER IS INCLUDED ON THE NARRATIVE SHEET. THE CONTRACTOR SHALL ATTACH TRAINING DOCUMENTATION TO THIS SWPPP FOR THE CONSTRUCTION SWPPP MANAGER AND BMP INSTALLER PRIOR TO THE START OF CONSTRUCTION.

	COMPANY	CONTACT PERSON	PHONE	EMAIL
OWNER				
SWPPP DESIGNER	OTTO ASSOCIATES, INC.	PAUL E. OTTO	763-682-4727	PAUL@OTTOASSOCIATES.COM
CONTRACTOR				
CONSTRUCTION SWPPP MANAGER				
PARTY RESPONSIBLE FOR LONG TERM O&M				

PROJECT AREAS:

PARCEL SIZE = 62.60 ACRES

AREA OF DISTURBANCE = 9.5 ACRES

EXISTING AREA OF IMPERVIOUS SURFACE = 0.0 ACRES

POST-CONSTRUCTION AREA OF IMPERVIOUS SURFACE = 5.85 ACRES

TOTAL NEW IMPERVIOUS SURFACE AREA CREATED = 5.85 ACRES

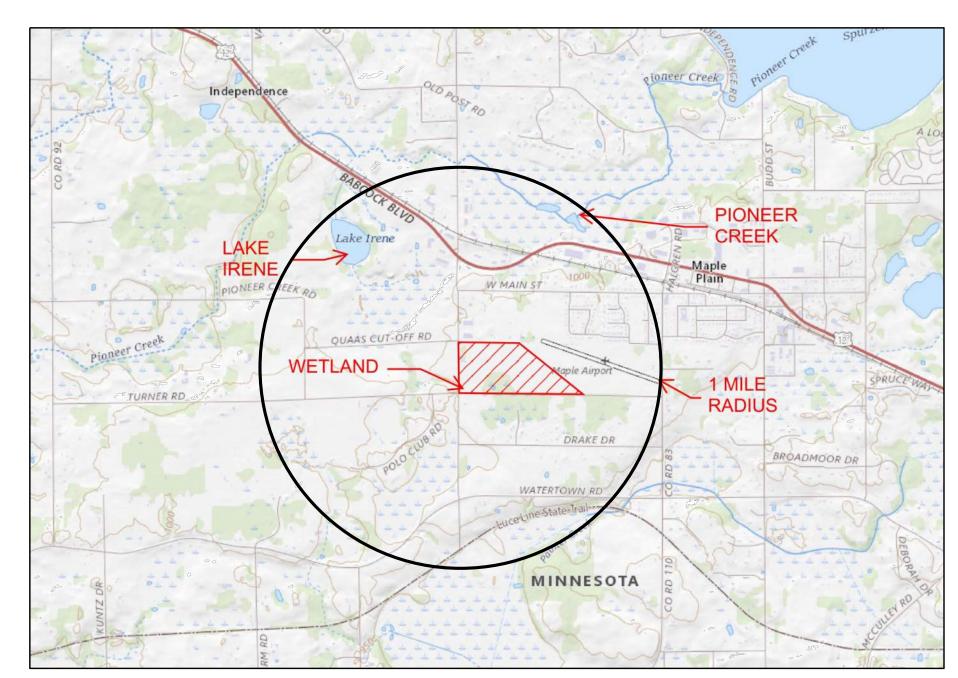
STORMWATER MANAGEMENT:

X	WET SEDIMENTATION BASIN
	INFILTRATION/FILTRATION
	REGIONAL POND
	PERMANENT STORMWATER MANAGEMENT NOT REQUIRED

ONSITE SOILS ARE HYDROLOGIC GROUP. SOIL BORINGS TAKEN THROUGHOUT THE SITE FOUND SEASONALLY SATURATED SOILS WITHIN 3' OF THE SURFACE. THEREFORE, INFILTRATION IS PROHIBITED. TO MEET THE NPDES REQUIREMENTS, THE PROPOSED STORMWATER PONDS ARE DESIGNED TO PROVIDE LIVE STORAGE FOR THE 1" WATER QUALITY VOLUME.

WATER QUALITY VOLUME = 5.85 AC. X 1" = 21,236 CF WATER QUALITY PROVIDED IN PONDS = 73,527 CF

PERMANENT STORMWATER TREATMENT SYSTEMS FOR THIS PROJECT HAVE BEEN DESIGNED TO MEET SWPPPP REQUIREMENTS. A COPY OF THE STORMWATER MANAGEMENT REPORT (INCLUDING DESIGN INFORMATION, DRAINAGE DIVIDES, AND CALCULATIONS) ARE PART OF THIS SWPPP AND WILL BE PROVIDED UPON REQUEST TO THE ENGINEER.



RECEIVING WATERS:

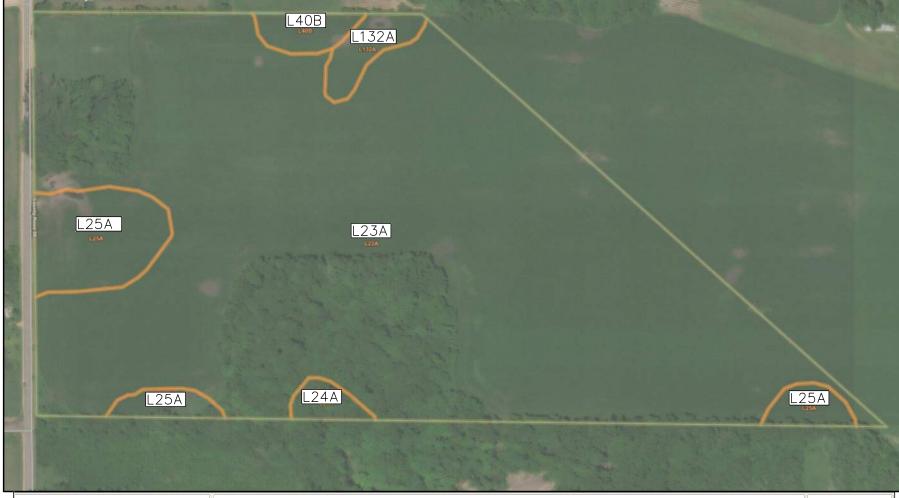
SURFACE WATERS AND WETLANDS THAT WILL RECEIVE STORM WATER RUNOFF FROM THE SITE AND ARE WITHIN ONE (1) MILE OF THE SITE ARE INDICATED ON THE MAP ABOVE.

NAME OF WATER BODY	TYPE (DITCH, POND, WETLAND, LAKE, ETC.)	SPECIAL, PROHIBITED, RESTRICTED WATER!	FLOWS TO IMPAIRED WATER WITHIN 1-MILE2	USEPA APPROVED CONSTRUCTION RELATED TMDL ³
UNNAMED WETLAND	WETLAND	NO	NO	NO
LAKE IRENE	LAKE	YES	NO	YES
PIONEER CREEK	STREAM	YES	NO	YES

' SPECIAL, PROHIBITED AND RESTRICTED WATERS ARE LISTED IN SECTION 23 OF THE MN CONSTRUCTION STORMWATER GENERAL PERMIT (MNR100001).

2 IDENTIFIED AS IMPAIRED UNDER SECTION 303 (d) OF THE FEDERAL CLEAN WATER ACT FOR PHOSPHORUS, TURBIDITY, TSS, DISSOLVED OXYGEN, AND/OR AQUATIC BIOTA.

3 CONSTRUCTION RELATED TMDLS INCLUDE THOSE RELATED TO: PHOSPHORUS, TURBIDITY, TSS, DISSOLVED OXYGEN, AND/OR AQUATIC BIOTA.



Map unit symbolMap unit nameRatingL23ACordova loam, 0 to 2 percent slopesC/DL24AGlencoe clay loam, 0 to 1 percent slopesC/DL25ALe Sueur loam, 1 to 3 percent slopesC/DL40BAngus-Kilkenny complex, 2 to 6 percent slopesC/DL132AHamel-Glencoe complex, 0 to 2 percent slopesC/D

CONSTRUCTION SEQUENCING:

- 1. PRECONSTRUCTION MEETING.
- 2. CLEARING & GRUBBING ACTIVITIES.
- 3. INSTALL PERIMETER SILT FENCE & ROCK CONSTRUCTION ENTRANCE.
- 4. TOPSOIL STRIP.
- 5. ROUGH GRADE SITE.
- 6. INSTALL CULVERTS & OUTLET CONTROL STRUCTURES.
- 7. INSTALL INLET PROTECTION DEVICES ON NEW CULVERTS PER PLAN.
- 8. STREET CONSTRUCTION.
- 9. TOPSOIL RESPREAD.
- 10. STABILIZE SITE WITHIN THE 7 DAY PERMIT REQUIREMENT.
- 11. PRIVATE UTILITY INSTALLATION.
- 12. RESTORE AREAS DISTURBED BY PRIVATE UTILITY INSTALLATION.
- 13. HOME CONSTRUCTION.
- 14. RESTORE SITE WITH PERMANENT RESTORATION.
- 15. REMOVE SEDIMENT CONTROL DEVICES & SUBMIT NOTICE OF TERMINATION (NOT) TO MPCA ONCE ALL DISTURBED AREAS HAVE 70% VEGETATIVE DENSITY.

EROSION & SEDIMENT CONTROL BMP ESTIMATED QUANTITIES:

QUANTITIES LISTED ARE APPROXIMATE. REFER TO CONTRACT DOCUMENTS FOR EXACT QUANTITIES.

BMP	UNIT	QUANTITY
SILT FENCE	LF	7,270
ROCK CONST. ENTRANCE	EACH	1
TEMPORARY SEED & MULCH	AC	6.9
PERMANENT SEED	AC	6.9
BIOROLL INLET PROTECTION	EACH	2
MNDOT 3885 CAT 3N EROSION CONTROL BLANKET	SY	6,330
NORTH AMERICAN GREEN SC250 TRM	SF	608
CL. III RIP RAP	CY	70
FILTER LOG DITCH CHECK	EACH	5

DEWATERING:

- 1) PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY.
- 2) PRIOR TO DISCHARGE PERMITTEES MUST TREAT STORMWATER WITH APPROPRIATE BMPS SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT DOWNSTREAM SURFACE WATERS OR PROPERTIES. PERMITTEES MUST VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED.

REV. NO.	DATE	BY	DESCRIPTION	DESIGNED	DRAWN
				P.E.O.	T. J. B.
				CHECK	ED
				P.E.	<i>O</i> .
				. — .	

I hereby certify that this survey, plan, or report was prepared by my or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Paul E. Otto

12-16-21

License #40062



HILLTOP PRAIRIE
HILLTOP FARM, INC.
MAPLE PLAIN, MN

SWPPP - PROJECT INFORMATION

SHEET NO. 4 OF 13 SHEETS

20-0476

DATE: 12-16-21

EROSION PREVENTION PRACTICES:

ALL EXPOSED SOIL AREAS (INCL. STOCKPILES) MUST BE STABILIZED.

STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION BUT

COMPLETED IN NO CASE LATER THAN 7 DAYS IF DRAINING TO AN IMPAIRED

WATER (14 DAYS IF NO), AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION

OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

TEMPORARY TURF RESTORATION SHALL BE MNDOT SEED MIX 22-111
(SPRING/SUMMER) OR 21-112 (FALL) @ 100 LB/ACRE WITH MNDOT TYPE 1
MULCH @ 2 TONS/ACRE (DISC ANCHORED). STABILIZATION MUST BE INITIATED
IMMEDIATELY BUT IN NO CASE COMPLETED LATER THAN 7 DAYS IF DRAINING TO
AN IMPAIRED WATER (14 DAYS IF NOT), AFTER THE ACTIVITY IN THAT PORTION
OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

PERMANENT TURF RESTORATION SHALL BE SEED MIX 25-141 WITH MNDOT TYPE 1 MULCH.

THE FOLLOWING SHALL BE INSTALLED WITHIN <u>24 HOURS</u> OF CONNECTION TO SURFACE WATER:

- 1) STABILIZATION OF THE NORMAL WETTED PERIMETER OF ANY
 TEMPORARY OR PERMANENT DRAINAGE SWALES WITHIN 200' OF EDGE
 OF SITE OR CONNECTION TO SURFACE WATER
- 2) ENERGY DISSIPATION SHALL BE INSTALLED AT ALL PIPE OUTLETS.

SEDIMENT CONTROL PRACTICES:

DOWN GRADIENT BMPS, INCLUDING PERIMETER BMPS, MUST BE IN PLACE BEFORE UP GRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION.

THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL SEDIMENT—LADEN SURFACE WATER FROM LEAVING THE CONSTRUCTION ZONE. ALL MOBILIZED SEDIMENT THAT HAS LEFT THE CONSTRUCTION ZONE SHALL BE COLLECTED BY THE CONTRACTOR AND PROPERLY DISPOSED OF AT NO ADDITIONAL COST TO THE OWNER.

A 50-FOOT NATURAL BUFFER SHALL BE MAINTAINED FROM ALL SURFACE WATERS. WHERE INFEASIBLE DUE TO MAINTAINING DRAINAGE OR POND CONSTRUCTION, REDUNDANT SEDIMENT CONTROLS WILL BE INSTALLED (REFER TO PLAN FOR LOCATIONS & TYPES).

TEMPORARY SOIL STOCKPILES SHALL HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS INSTALLED AT THE BASE ON THE DOWN GRADIENT PERIMETER.

DUST CONTROL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND WITHIN 4 HOURS OF NOTIFICATION BY THE CITY.

TEMPORARY SEDIMENTATION BASINS:

A TEMPORARY SEDIMENTATION BASIN HAS NOT BEEN INCLUDED IN THIS SWPPP AS DESIGNED BY THE ENGINEER. IF A BASIN IS LATER DETERMINED TO BE DESIRABLE OR NECESSARY THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT. TEMPORARY SEDIMENTATION BASINS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 14 OF THE PERMIT. WHERE THE SITE DISCHARGES TO SPECIAL AND/OR IMPAIRED WATERS THE SWPPP AMENDMENT SHALL ALSO MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 23 OF THE PERMIT.

SWPPP AMENDMENTS AND SUBMITTALS:

CONTRACTOR MUST PREPARE A SWPPP AMENDMENT AS NECESSARY TO INCLUDE ADDITIONAL BEST MANAGEMENT PRACTICES (BMPS) TO ADDRESS THE FOLLOWING SITUATIONS:

- 1) CONTACT INFORMATION AND TRAINING DOCUMENTATION FOR CONSTRUCTION SWPPP MANAGER AND BMP INSTALLER
- 2) THERE IS A CHANGE IN CONSTRUCTION METHOD OF PHASING, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS NOT ANTICIPATED DURING THE DESIGN OF THE SWPPP.
- 3) ADDITIONAL OR MODIFIED BMPS ARE NECESSARY TO CORRECT PROBLEMS IDENTIFIED IN THE FIELD.
- 4) THE SWPPP IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT

THE CONTRACTOR SHALL KEEP COPIES OF ALL SWPPP AMENDMENTS, WEEKLY EROSION AND SEDIMENT SCHEDULES, INSPECTION LOGS, AND MAINTENANCE LOGS WITH THE FIELD COPY OF THE SWPPP.

INSPECTIONS AND MAINTENANCE:

THE CONTRACTOR MUST HAVE A TRAINED PERSON TO ROUTINELY INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS OF A RAINFALL EVENT GREATER THAN 0.5 INCHES IN A 24—HR PERIOD. INSPECTION LOGS SHALL INCLUDE ANY CORRECTIVE MEASURES TO BE TAKEN

ALL INSPECTIONS MUST BE RECORDED AND RECORDS RETAINED WITH THE SWPPP ON SITE. THE SWPPP, ALONG WITH INSPECTIONS AND MAINTENANCE RECORDS, SHALL BE RETAINED FOR THREE YEARS AFTER SUBMITTAL OF THE NOTICE OF TERMINATION (NOT).

ALL NON-FUNCTIONING BMPS AND THOSE BMPS WHERE SEDIMENT REACHES ONE-HALF $\binom{1}{2}$ OF THE DEPTH OF THE BMP, OR IN THE CASE OF SEDIMENT BASINS ONE-HALF $\binom{1}{2}$ OF THE STORAGE VOLUME, MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW.

ROCK CONSTRUCTION ENTRANCE(S) SHALL BE CLEANED AND REFRESHED AS NECESSARY TO CONFORM TO DETAIL.

SEDIMENT TRACKED ONTO STREETS DURING WORKING HOURS MUST BE RECLAIMED VIA SWEEPING WITHIN 24 HOURS OF DISCOVERY.

POLLUTION PREVENTION:

ALL SOLID WASTE GENERATED BY/COLLECTED FROM THE CONSTRUCTION SITE MUST BE DEPOSITED IN A DUMPSTER.

BUILDING PRODUCTS AND LANDSCAPE MATERIALS SHALL BE PLACED UNDER COVER (I.E. PLASTIC SHEETING OR TEMPORARY ROOFS). THIS ALSO APPLIES TO PESTICIDES, FERTILIZER AND TREATMENT CHEMICALS.

NO CONSTRUCTION MATERIAL SHALL BE BURIED OR BURNED ONSITE.

ALL HAZARDOUS MATERIALS (OIL, GASOLINE, FUEL, HYDRAULIC FLUIDS, PAINT, ETC)
MUST BE PROPERLY STORED IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR
OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN
COMPLIANCE WITH MINN. R. CH. 7045. CONTRACTOR SHALL ENSURE ADEQUATE
SUPPLIES ARE AVAILABLE TO CLEAN UP DISCHARGED MATERIAL AND THAT AN
APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS.
CONTRACTOR MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY.

ALL VEHICLES LEFT ONSITE SHALL BE MONITORED FOR LEAKS TO REDUCE THE CHANCE OF CONTAMINATION.

EXTERNAL WASHING OF TRUCKS OR OTHER CONSTRUCTION VEHICLES, ENGINE DEGREASING, NOR CONCRETE WASHOUTS ARE ALLOWED ON SITE. TRUCKS ARE TO USE SELF—CONTAINED WASHOUT SYSTEM.

PORTABLE TOILETS SHALL BE SECURED FROM BEING TIPPED OR KNOCKED OVER.

ALL SPILLS SHALL BE CLEANED IMMEDIATELY UPON DISCOVERY. SPILLS LARGE ENOUGH TO REACH THE STORM CONVEYANCE SYSTEM SHALL BE REPORTED TO THE MPCA STATE DUTY OFFICER AT 1-800-422-0798.

FINAL STABILIZATION:

TOPSOIL SHALL BE PLACED IN A MANNER TO MINIMIZE COMPACTION (LOW GROUND PRESSURE DOZERS, TRACKED EQUIPMENT, ETC).

VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70% OF ITS EXPECTED FINAL GROWTH.

PERMANENT STORMWATER TREATMENT SYSTEMS MUST BE CLEANED OF ANY ACCUMULATED SEDIMENT PRIOR TO SUBMITTING THE NOT.

ALL TEMPORARY EROSION CONTROL MEASURES AND BMP'S MUST BE REMOVED AS PART OF THE FINAL SITE STABILIZATION.

THE OWNER SHALL SUBMIT A NOTICE OF TERMINATION (NOT) AFTER ONE OF THE FOLLOWING HAS BEEN COMPLETED, WHICHEVER OCCURS FIRST.

- 1. WITHIN 30 DAYS AFTER FINAL STABILIZATION (PERMIT SECTION 13) IS COMPLETE.
 2. WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE.
- 3. IF 90% (BY AREA) OF ALL ORIGINALLY PROPOSED CONSTRUCTION ACTIVITY HAS BEEN COMPLETED AND PERMANENT COVER HAS BEEN ESTABLISHED ON THOSE AREAS.

V. NO.	DATE	BY	DESCRIPTION	DESIGNED DRAW
				P.E.O. T.J.B.
	(CHECKED
				PFO

I hereby certify that this survey, plan, or report was prepared by my or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date:

12-16-21

Paul E. Otto

License #40062

TTO 9 BB (77 FE Engineers & Land Surveyors, Inc.

www.ottoassociates.com

9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

HILLTOP PRAIRIE
HILLTOP FARM, INC.
MAPLE PLAIN, MN

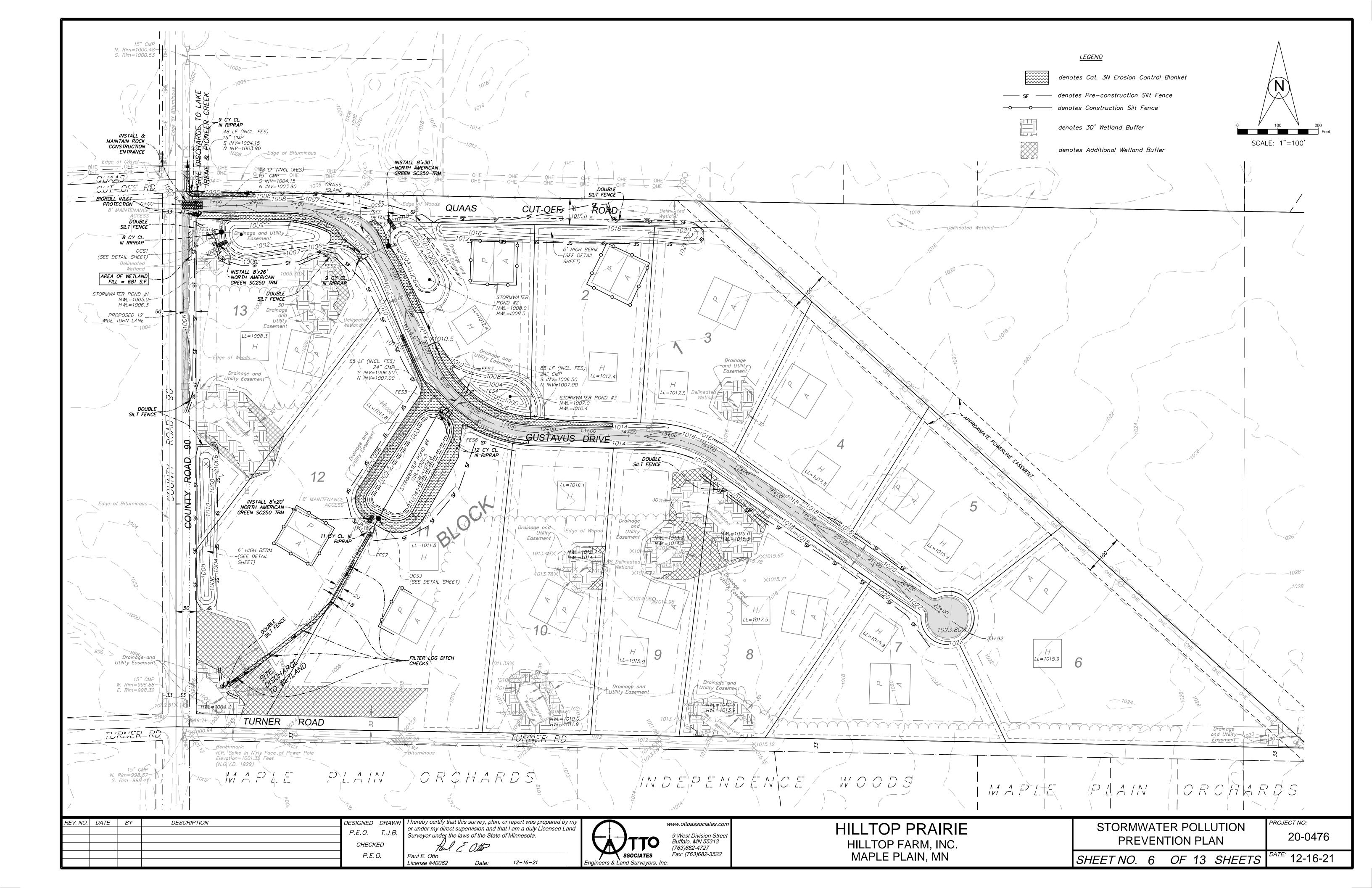
SWPPP NARRATIVE

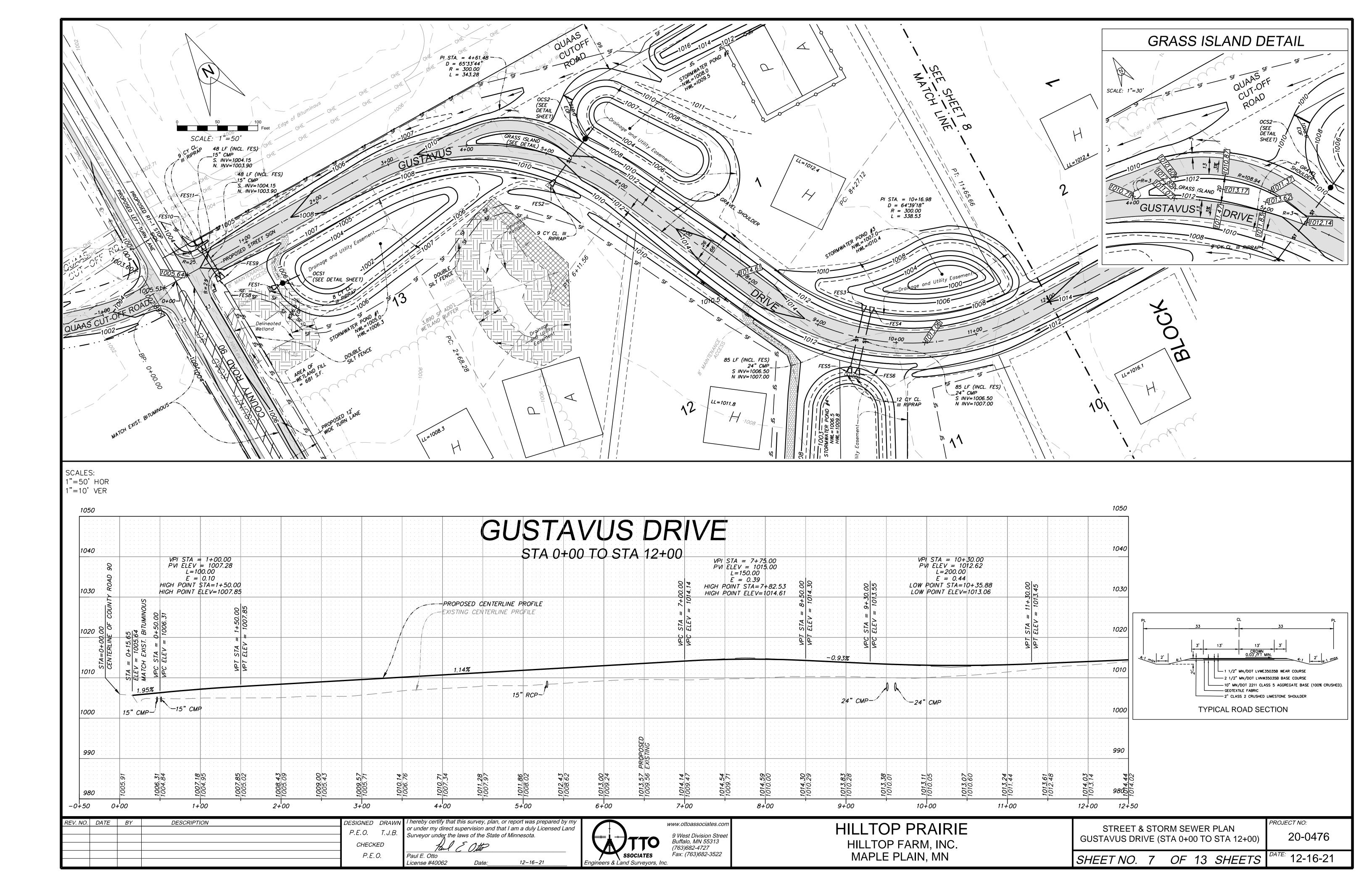
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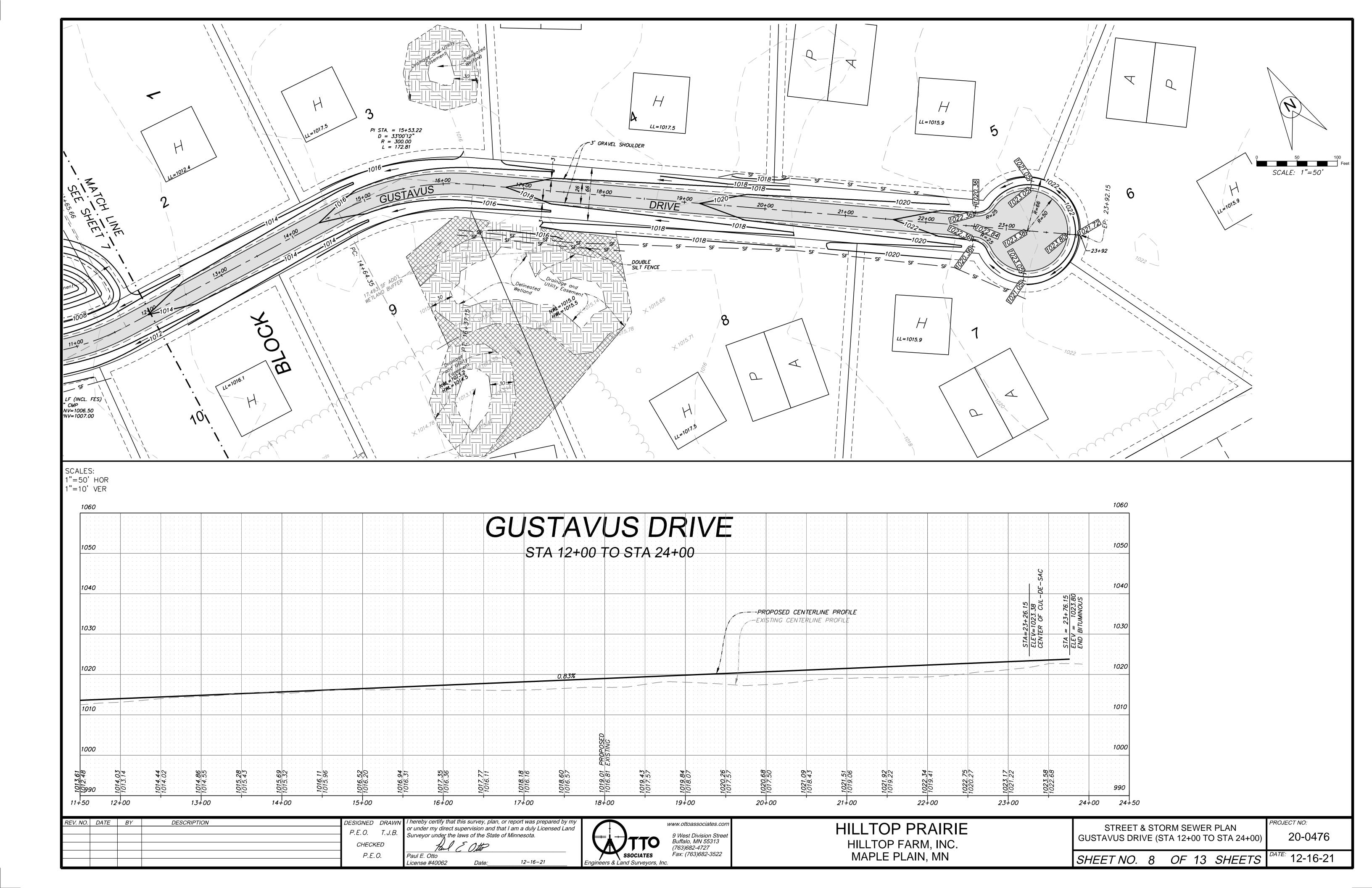
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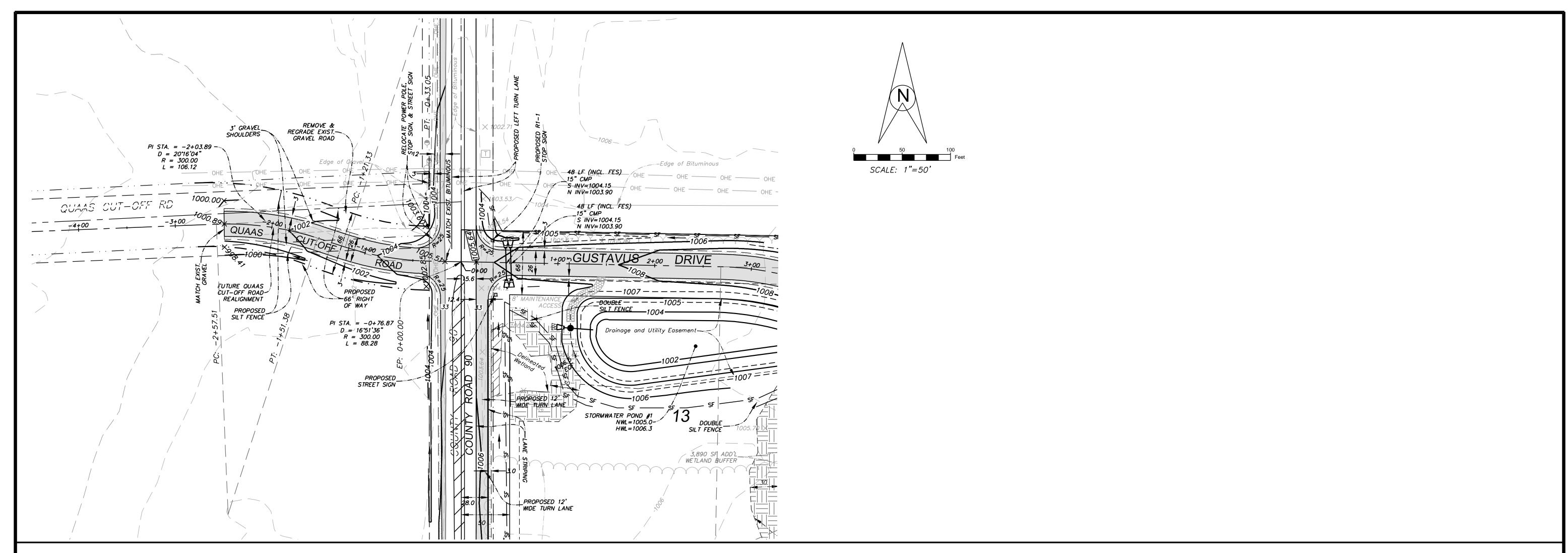
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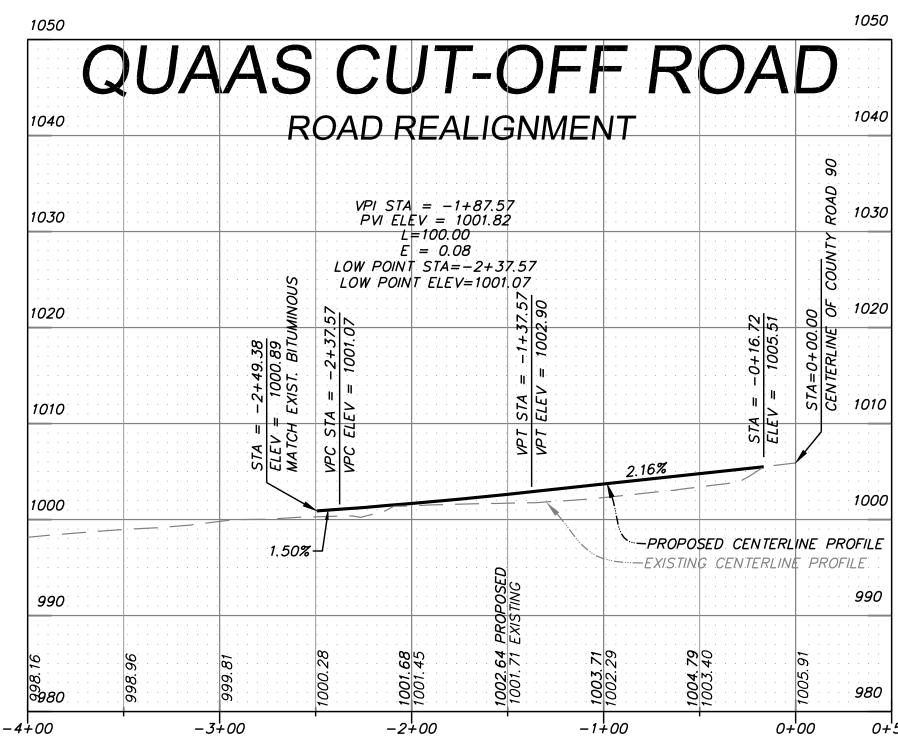








SCALES: 1"=50' HOR 1"=10' VER



REV. NO.	DATE	BY	DESCRIPTION	DESIGNED		I hereby certify that this survey, plan, or report was prepared by my
				P.E.O.		or under my direct supervision and that I am a duly Licensed Land
				, .2.0.	7. O. D.	Surveyor under the laws of the State of Minnesota.
				CHECK	ΈD	Paul & Otto
				P.E.	<i>O</i> .	Paul E. Otto
						License #40062 Date: 12-16-21



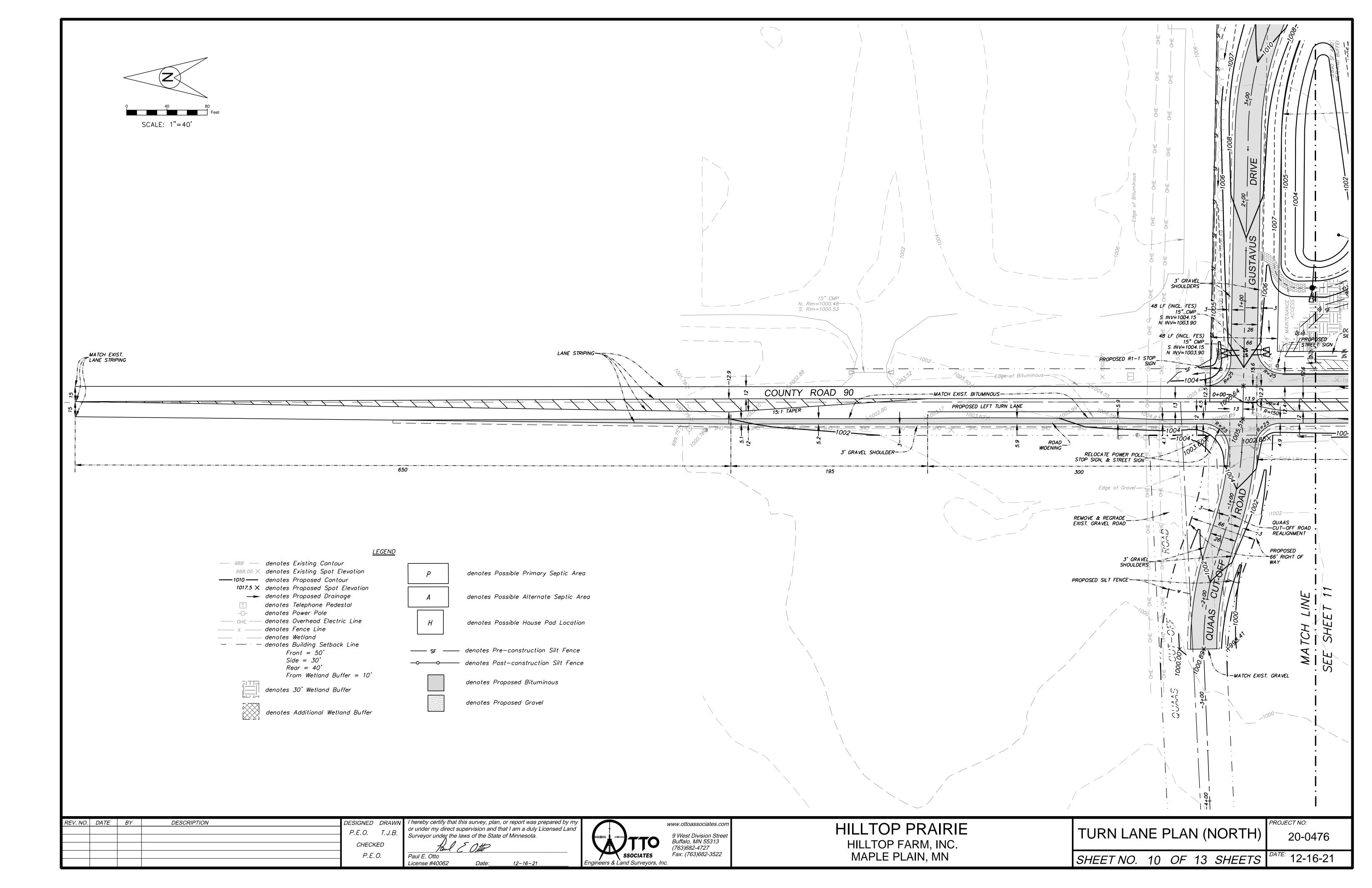
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MAPLE PLAIN, MN

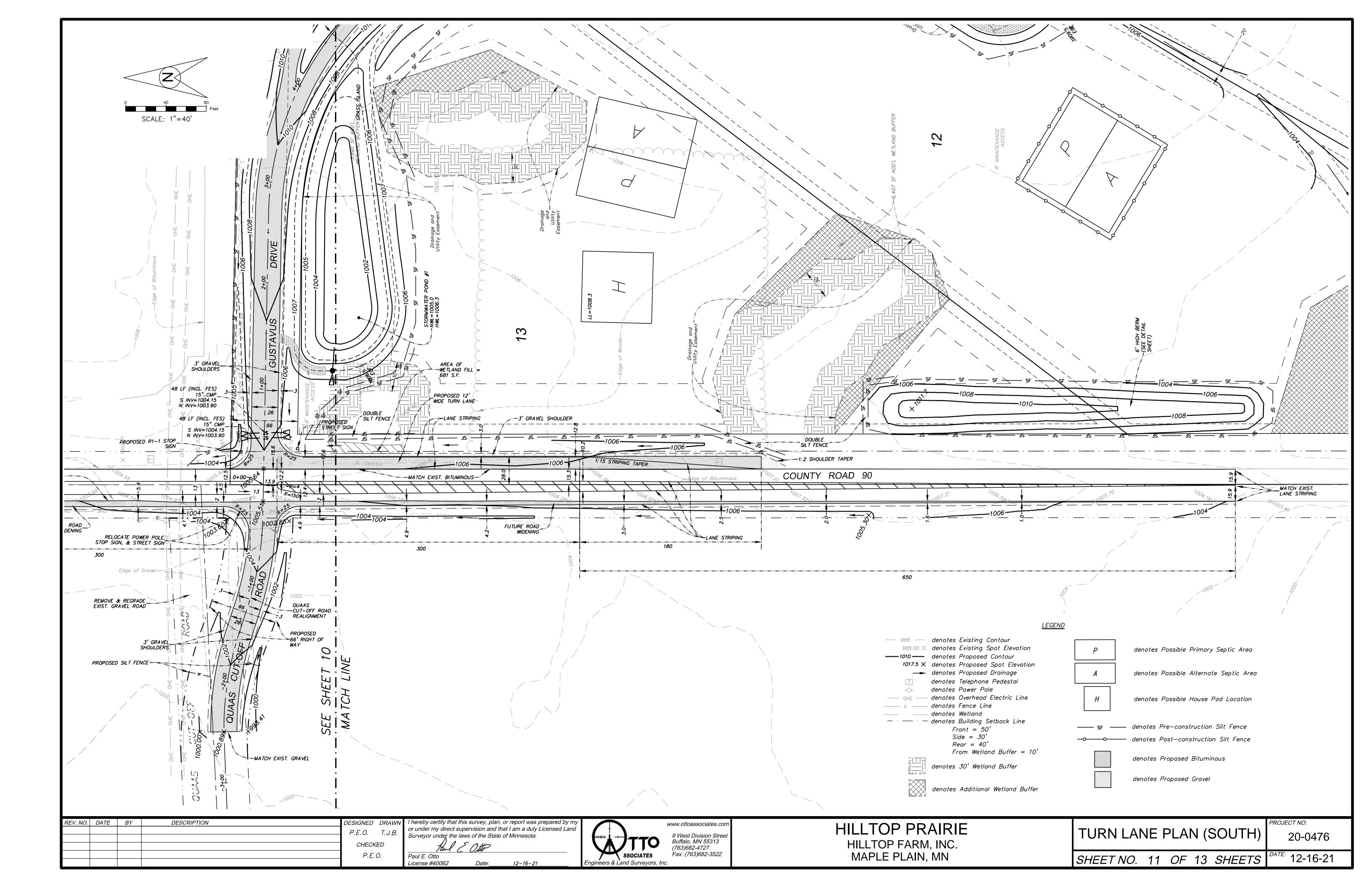
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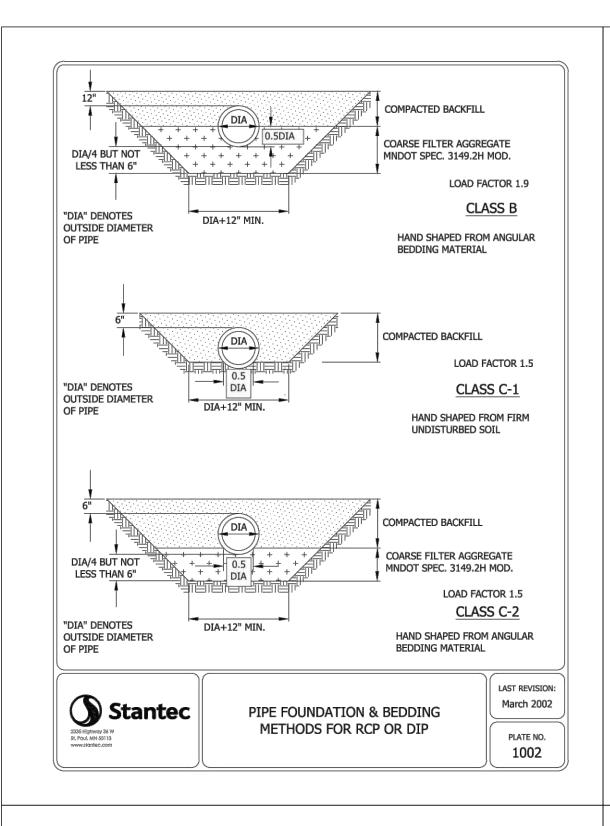
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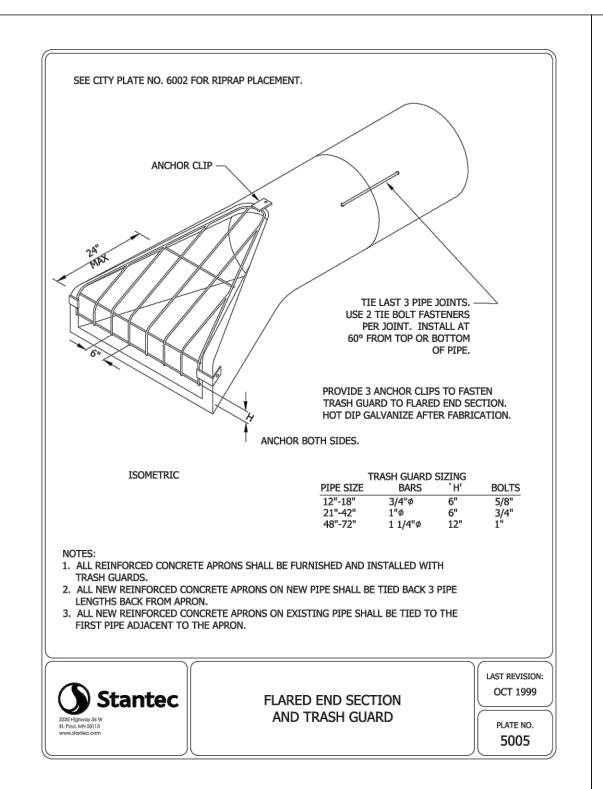
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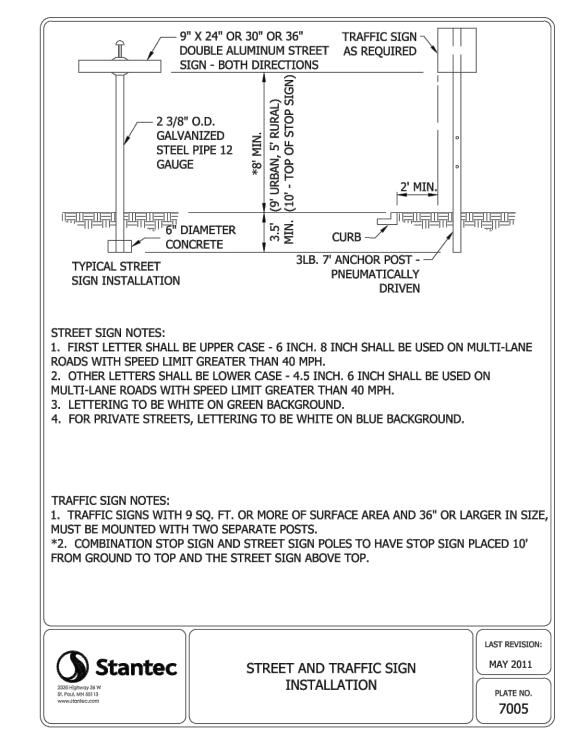
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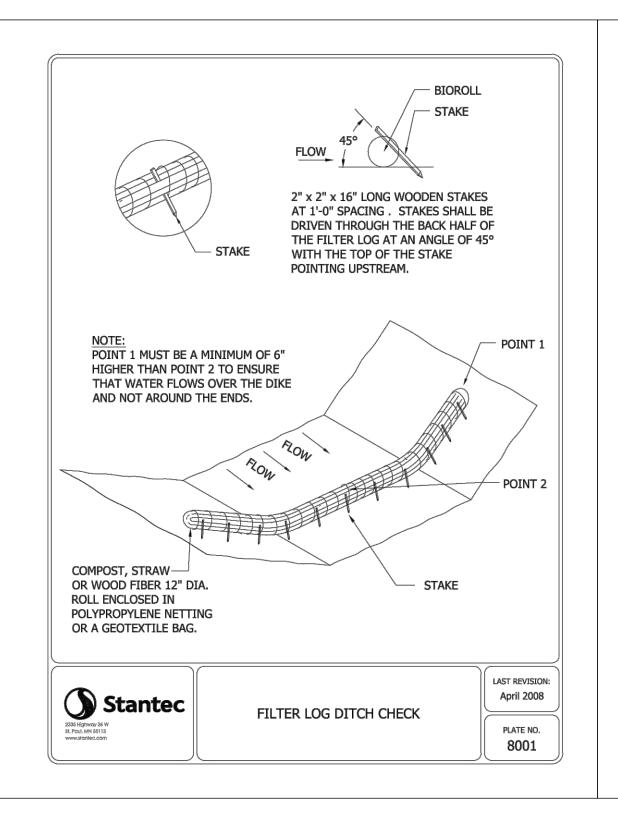


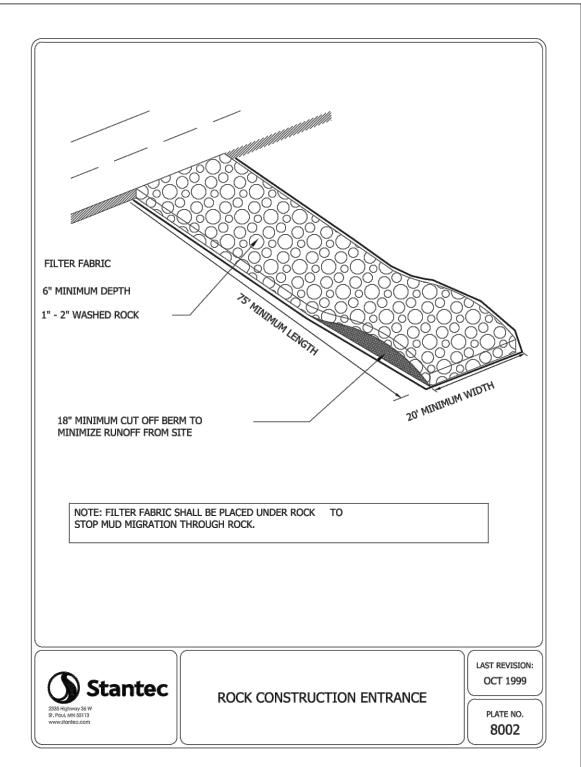


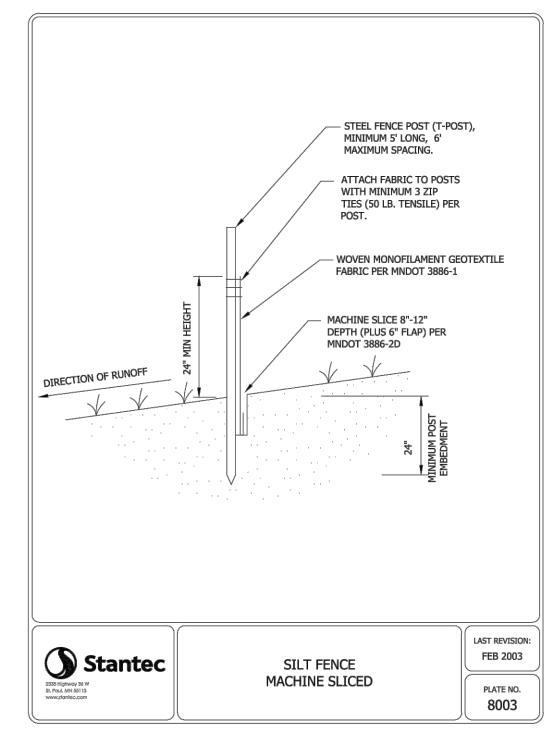


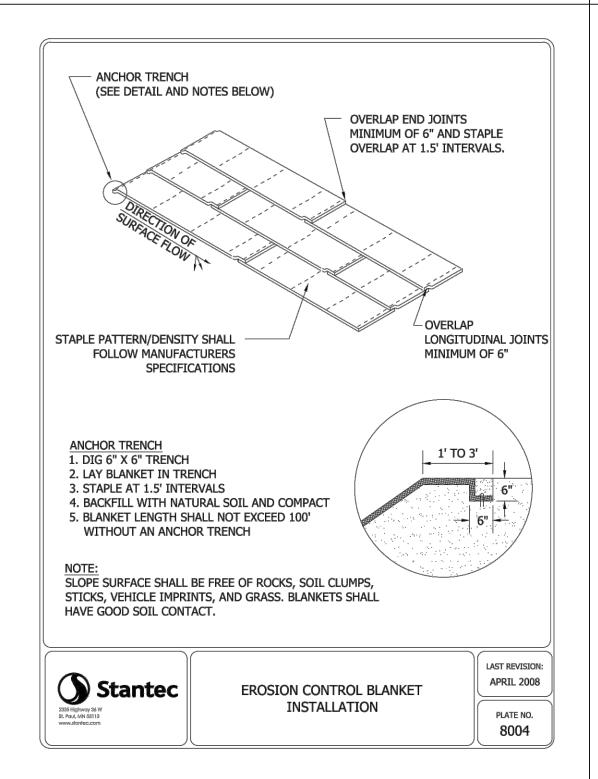


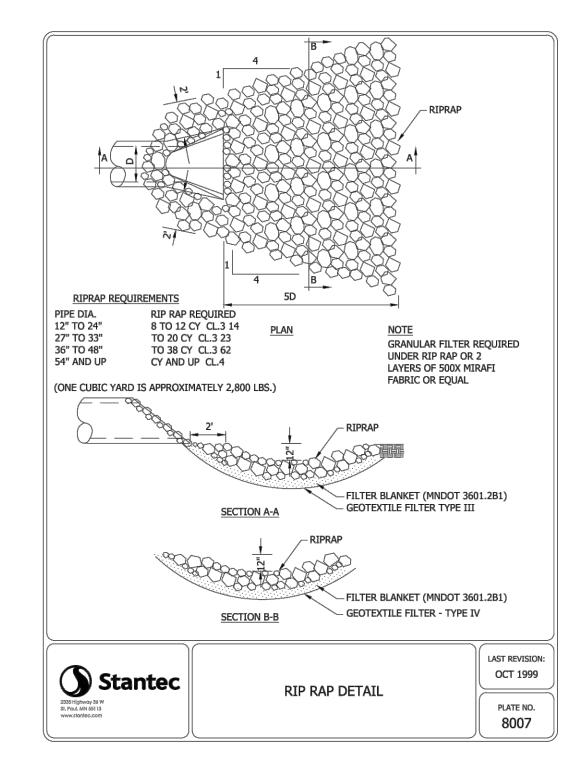


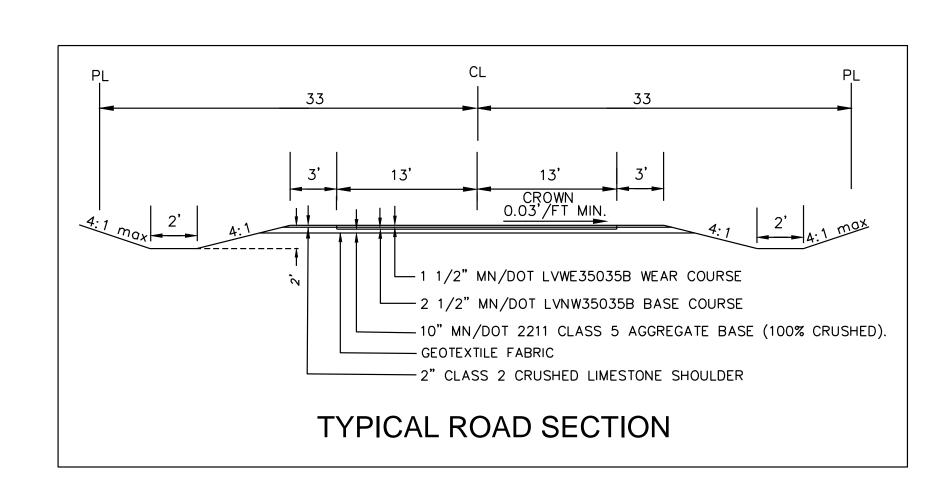




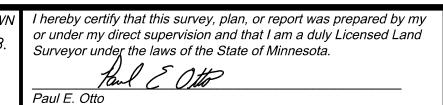








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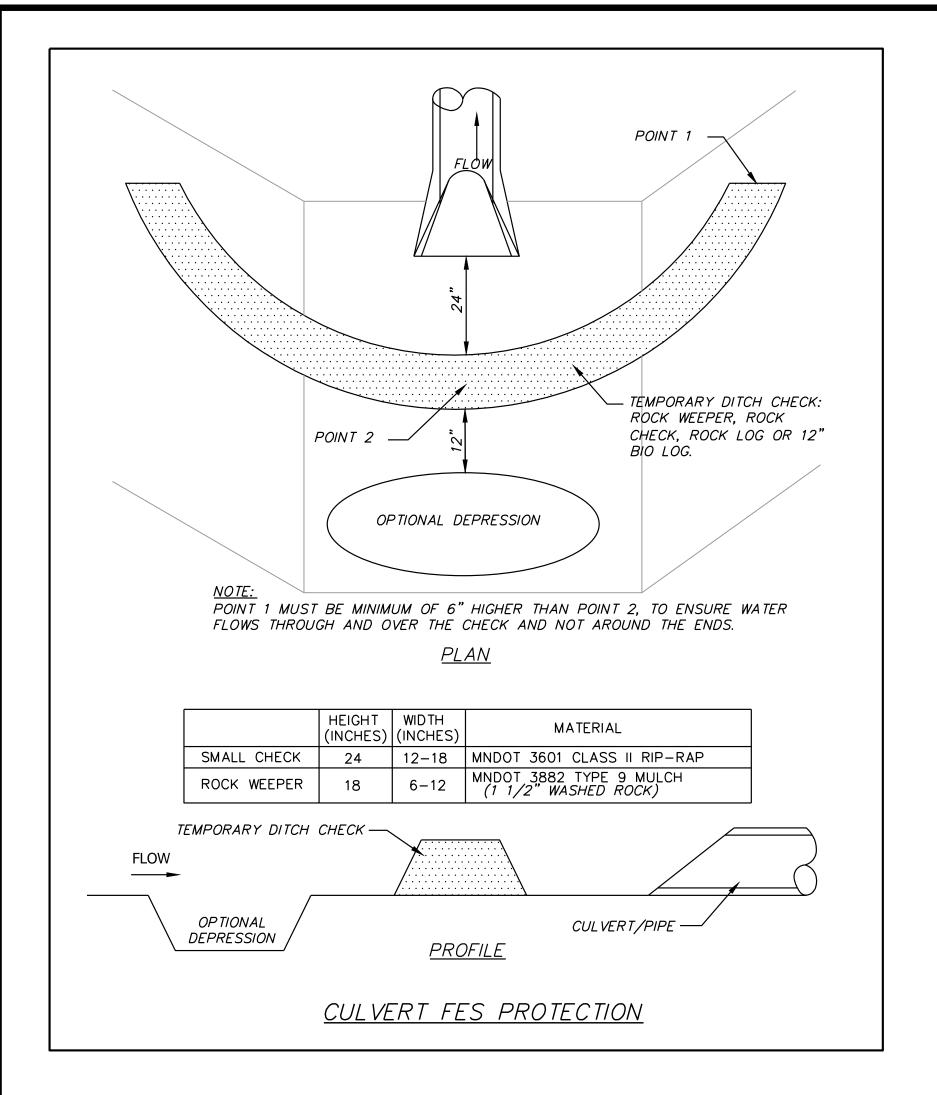
License #40062

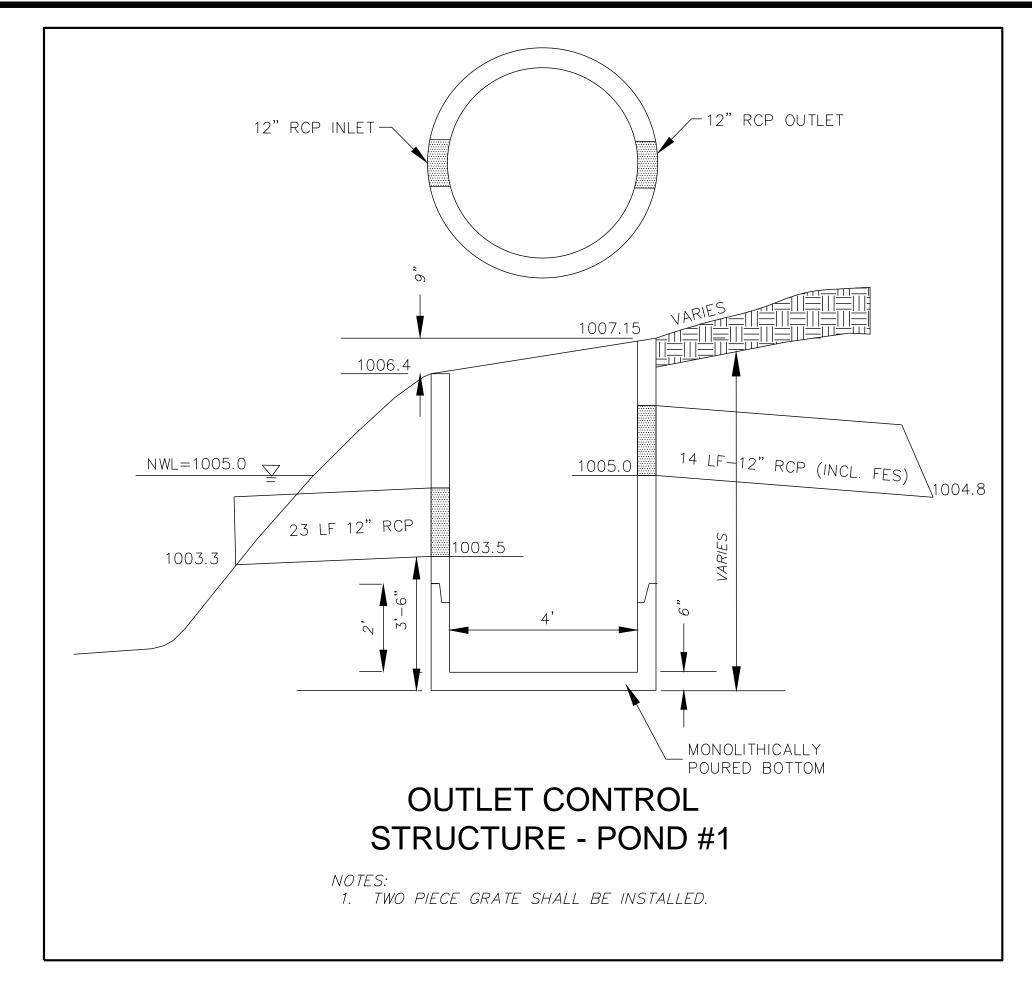
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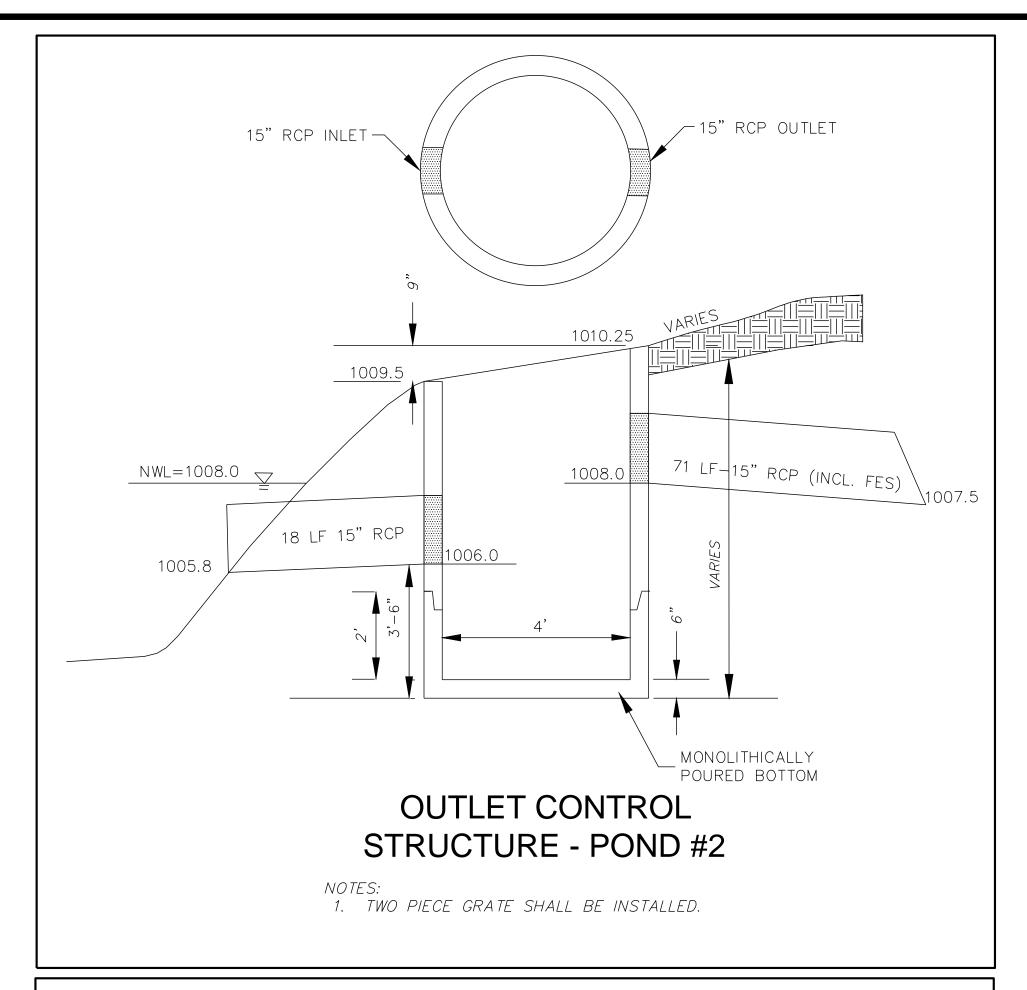


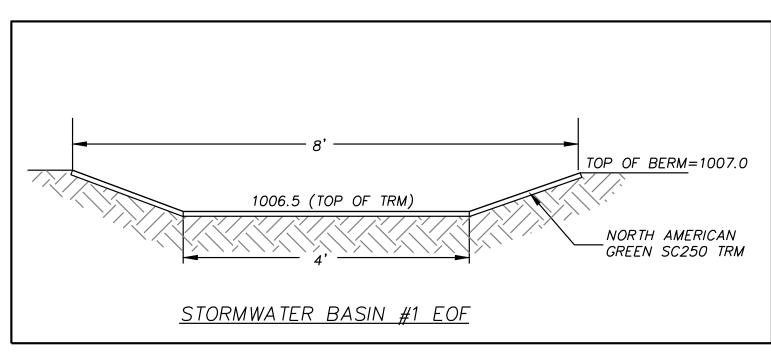
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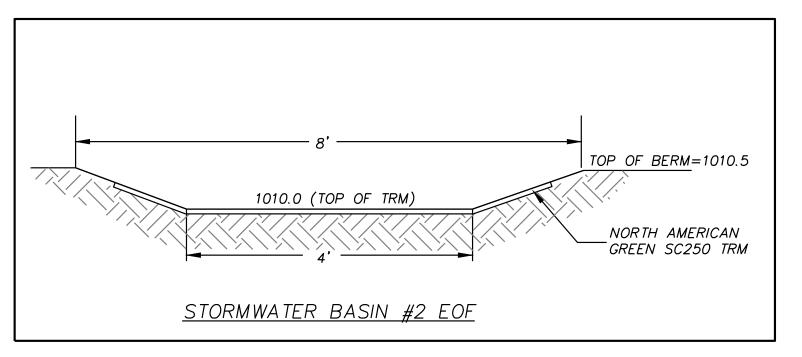
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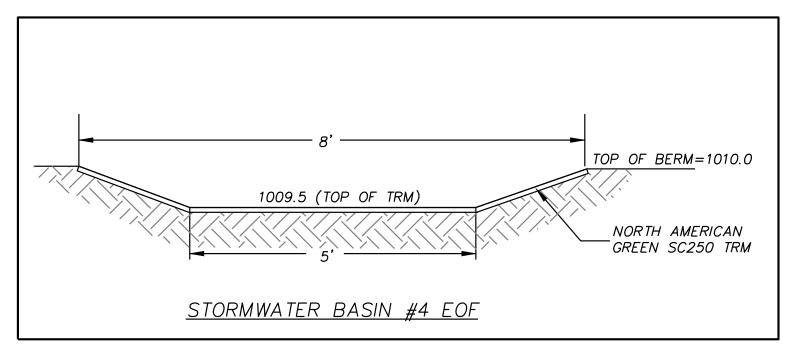


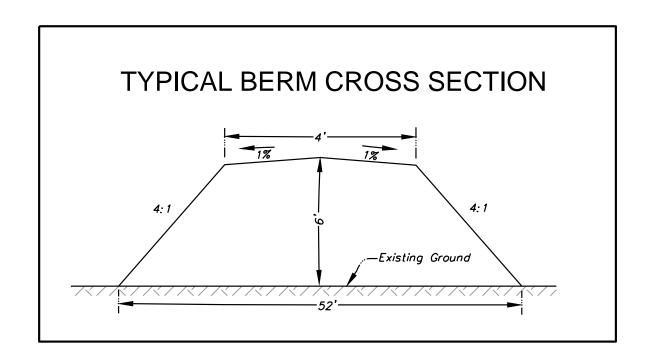


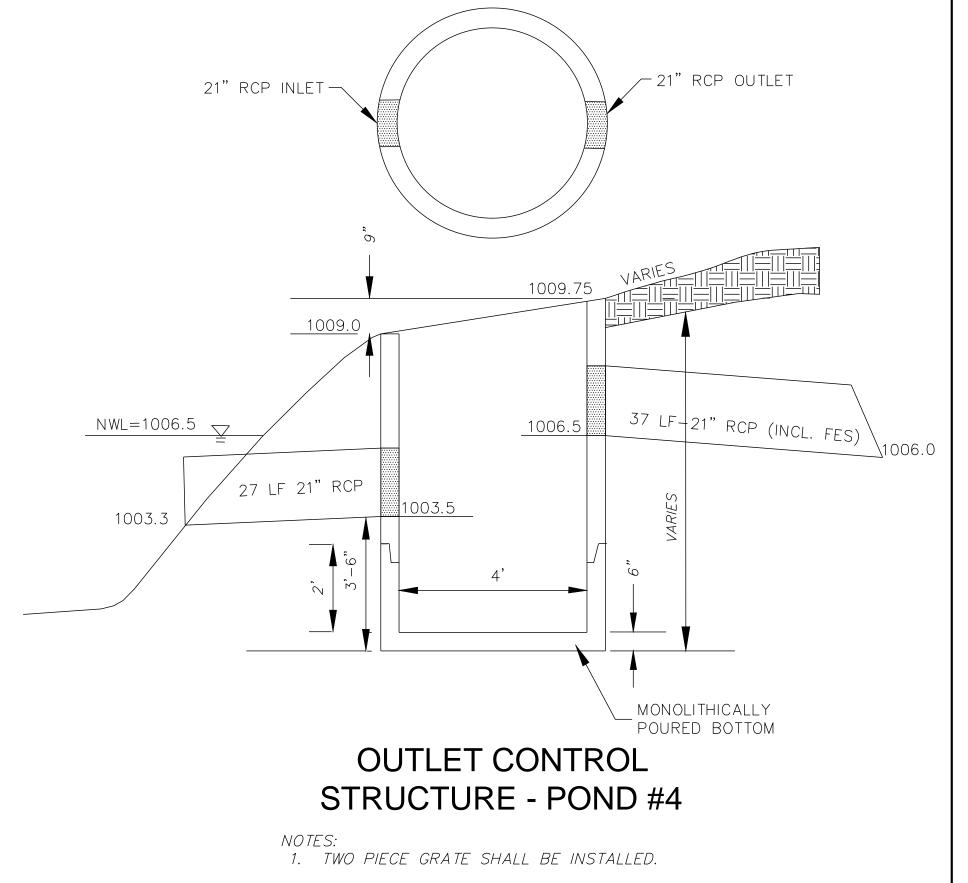




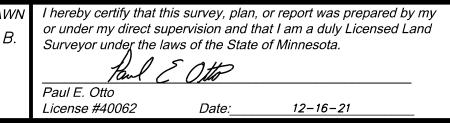








EV. NO.	DATE	BY	DESCRIPTION	DESIGNED	DRA
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HILLTOP PRAIRIE
HILLTOP FARM, INC.
MAPLE PLAIN, MN

DETAILS

SHEET NO. 13 OF 13 SHEETS

20-0476

DATE: 12-16-21



470 U.S. Bank Plaza 200 South Sixth Street Minneapolis MN 55402-1458

(612) 337-9300 telephone (612) 337-9310 fax http://www.kennedy-graven.com Affirmative Action, Equal Opportunity Employer

ROBERT J.V. VOSE

Attorney at Law Direct Dial (612) 337-9275 Email: rvose@kennedy-graven.com

March 1, 2022

VIA E-MAIL ONLY

Mark Kaltsas City Administrator City of Independence 1920 County Road 90 Independence, MN 55359

RE: Plat Opinion for HILLTOP PRAIRIE

Our File ND115-164

Dear Mr. Kaltsas:

At your request and on behalf of the City of Independence (the "City"), I have reviewed the title commitment issued by CHB Title, LLC, as the issuing agent for Old Republic National Title Insurance Company with an effective date of January 18, 2022 (the "Commitment"). I have also reviewed a plat drawing prepared by Paul E. Otto, at Otto Associates, Engineers & Land Surveyors, Inc., titled *HILLTOP PRAIRIE* (the "Plat").

The Commitment purports to cover the following legal descriptions:

That part of the South Half of the Northwest Quarter and the South Half of the Northeast Quarter of Section 26, Township 118, Range 24, Hennepin County, Minnesota, lying Southwesterly of the following described line:

Commencing at the Southwest corner of said South Half of the Northwest Quarter; thence on an assumed bearing of South 88 degrees 55 minutes 11 seconds East, along the South line of the South Half of the Northwest Quarter and the South Half of the Northeast Quarter, a distance of 2812.88 feet to the point of beginning of said line; thence North 48 degrees 11 minutes 29 seconds West, a distance of 2033.37 feet to the North line of said South Half of the Northwest Quarter and said line there terminating.

Abstract Property.

(the "Property")

Based on my review of the Commitment and the Plat, I have the following comments relative to the proposed Plat:

- 1. **Plat Execution.** The names and signatures of the following parties in interest must appear on the Plat:
 - a. The fee owner, as identified by the Commitment: Hilltop Farm, Inc., a Minnesota corporation.

The Plat does not indicate a fee owner. We must receive a proposed final Plat with this information. The Commitment does not set out a requirement for a conveyance of interest by Hilltop Farm, Inc. If this changes between the date of this letter and the recording of the Plat, then Hilltop Farm, Inc. must sign the Plat; otherwise the new fee owner must sign the Plat, with the signature block therein revised. I require review of this conveyance instrument.

b. The mortgagee, as identified by the Commitment: AgStar Financial Services, FLCA.

In lieu of signing the Plat, a consent to plat may be signed by the mortgagee or a satisfaction or release of mortgage may be provided, as indicated in 3.g. below.

If any new mortgages are executed on behalf of the current fee owner and tied to the Property in anticipation of the development (and prior to the recording of the Plat), the mortgagee must either sign the plat or execute and record a consent to plat.

2. Plat Corrections.

a. That part of the South Half of the Northwest Quarter and the South Half of the Northeast Quarter of Section 26, Township 118, Range 24, Hennepin County, Minnesota, lying Southwesterly of the following described line:

Commencing at the Southwest corner of said South Half of the Northwest Quarter; thence on an assumed bearing of South 88 degrees 55 minutes 11 seconds East, along the South line of the South Half of the Northwest Quarter and the South Half of the Northeast Quarter, a distance of 2812.88 feet to the point of beginning of said line; thence North 48 degrees 11 minutes 29 seconds West, a distance of 2033.37 feet to the North line of said South Half of the Northwest Quarter and said line there terminating.

Note that the Plat shows the bearing coordinate as "...South 88 degree 55 minutes 11 seconds East...," when it should show as "...South 88 degrees..."

3. Title Commitment Exceptions.

- a. (Item 9) Terms and conditions of Easement for electric transmission line purposes, in favor of Northern States Power Company, as created in document filed May 27, 1954, as Document No. 2876225. This easement given by Hennepin County, grants unto Northern States Power Company the right to construct, operate, and maintain a wooden pole "H" frame electric transmission line through, over, and across lands situated in the Southwest Quarter of the Northwest Quarter of Section 26, Township 118 North, Range 24 West, which appears to reside within and is marked on the plat as "approximate powerline easement." The City and the Developer should review the location of this easement to determine if the planned public improvements interfere with the easement or if the easement should be terminated.
- b. (Item 10) Terms and conditions of Easement for electric transmission line purposes, in favor of Northern States Power Company, as created in document filed August 13, 1954, as Document No. 2891150. This easement given by Hennepin County, grants unto Northern States Power Company the right to construct, operate, and maintain a wooden pole "H" frame electric transmission line through, over, and across lands situated in the Southwest Quarter of the Northeast Quarter (except the East half thereof) and the Southeast Quarter of the Northwest Quarter of Section 26, Township 118 North, Range 24 West, part of which appears to reside within and is marked on the plat as "approximate powerline easement." The City and the Developer should review the location of this easement to determine if the planned public improvements interfere with the easement or if the easement should be terminated.
- c. (Item 11) Subject to Hennepin County Highway No. 90, Plat 25, filed as Document no. 4143000 and as laid out and traveled. A portion of this highway abuts with and traverses the Plat along its western boundary within the Southwest Quarter of the Northwest Quarter and is marked on the Plat. No further action is required except as per number 6. below.
- d. (Item 12) Terms and conditions of Resolution No. 21-0921-01 A Resolution Approving a Minor Subdivision, filed September 23, 2021, as Document No. 11021871. This resolution approves the minor subdivision application of Hilltop Farm, Inc., further described by PID #26-118-24-13-0001, for lands residing within the Plat (part of the South Half of the Northwest Quarter and the South Half of the Northeast Quarter) to allow a split of the property. No further action is required.
- e. (Item 13) Terms and conditions of Resolution No. 21-0921-02 A Resolution Granting Approval of a Preliminary Plat to be known as Hilltop Prairie, filed September 23, 2021, as Document No. 11021872. *No further action is required.*
- f. (Item 14) A portion of the property contains wetlands which may be subject to federal, state, or local regulation. The right to use or improve these wetlands is

excepted herein. The wetlands, if present, are not clearly marked on the Plat, except to note a pond residing within Lot 10, Block 1 of Hilltop Prairie. (See also number 7. below)

g. Secure and record a Release or Satisfaction of the following Open-End Mortgage:

Dated November 14, 2006 Filed December 7, 2006

Document No. 8904325 Amount: \$702,500.00

Executed by: Hilltop Farm Inc., a Minnesota corporation

To Mortgagee: AgStar Financial Services, FLCA.

Amended by Amendment to Open-End Mortgage, filed October 15, 2008, as Document No. 9194121. Supplemented by Supplement to Open-End Mortgage, filed October 15, 2008, as Document No. 9194122.

In lieu of signing the Plat, a consent to plat may be signed by the mortgagee or a satisfaction or release of mortgage may be provided. (See also 1.b. above)

4. **Property taxes and assessments.** All real estate taxes payable in the year the Plat is recorded (including delinquent taxes and any deferred Green Acres taxes) must be paid prior to recording the Plat. Any special assessments against any part of the Property can be reapportioned among the new lots as provided in Minnesota Statutes Section 429.071(3).

Property Identification No. 26-118-24-13-0001. (Non-Homestead)

Real estate taxes payable in 2021 are \$5,019.68 and are paid.

Base tax \$5,019.68.

Note: There are no delinquent taxes of record.

Note: The subject property has been assessed under the Green Acres law (Minnesota Statute 273.111, as amended) and is subject to reassessment. Please direct inquiries for reassessment figures to the County Auditor's Office.

The Commitment does not indicate whether special assessment searches have been ordered. Special assessment searches must be completed, and I must be provided with the results of those searches. Additionally, when the Commitment is revised, 2022 proposed taxes must be noted.

5. Additional Notes on the Plat and the Commitment:

a. The Commitment lists the subject property as both Abstract and Torrens at Schedule A.5., then shows it solely as Abstract under the legal description.

The title company must provide a Torrens Certificate that should match the

Mr. Mark Kaltsas March 1, 2022 Page 5

Plat and Commitment legal description, and I must be provided with a copy of said certificate. Furthermore, the Commitment must be revised to include the Torrens classification (and certificate number) under the Schedule A.5. legal description.

Furthermore, if the Property is confirmed to be both Abstract and Torrens as stated, signature blocks must be added to the Plat as follows:

- 1) County Examiner of Titles, Hennepin County
- 2) County Registrar of Titles, Hennepin County
- 6. **Compliance with Minnesota Statutes Section 505.03.** Minnesota law requires any preliminary plat abutting upon an existing or proposed county road to be submitted to the County Engineer for review in accordance with Minnesota Statutes Section 505.03, subdivision 2. The Property abuts the existing County Road No. 90. As such, the Plat should be submitted, if it has not been already, to the county engineer for review and an opportunity to provide written comments. *Upon recording, the City will be required to also submit a certificate or other evidence showing submission of the preliminary plat to the county engineer.* (See also number 3.c. above)
- 7. **Wetlands.** A portion of the Property contains wetlands which may be subject to federal, state or local regulation and may affect the right to use or improve the wetlands. (See also number 3.f. above)

This letter does not purport to set forth every matter relevant to a determination of whether title to the property is marketable, and no one should rely upon it for that purpose. The sole purpose of this letter is to identify required signatories to the plat and related issues of interest to the City in connection with platting, as evidenced by the Commitment.

This opinion is conditioned upon the issuance of a title policy in favor of the City of Independence, insuring the City's interests as they appear in the plat of *HILLTOP PRAIRIE*.

Very truly yours,

<u>/s/Robert J.V. Vose</u>

Robert J.V. Vose

RJVV:pat

cc: Otto Associates, Engineers & Land Surveyors, Inc., via paul@ottoassociates.com



Real People. Real Solutions.

Ph: (952) 448-8838 Fax: (952) 448-8805 Bolton-Menk.com

August 13, 2021

City of Independence Attn: Mark Kaltsas 1920 County Road 90 Independence, MN 55359

Otto responses/comments in red.

RE: Preliminary Plat Application

Hilltop Prairie

Engineering Review #1

Dear Mark:

As requested, I have completed an engineering review of the documents submitted for the above referenced project. Following are my comments for your consideration:

- 1. Final plat should identify what will be occurring on remaining parcel east of overhead powerlines. Consider ghost platting parcels to the east to plan for and provide connecting through streets with multiple access points. Noted. City to review.
- 2. The city has identified a future trunk gravity sanitary sewer line that would generally be routed along the north edge of the proposed plat. The city will need to have further discussions on the size of gravity sewer to route thru this area as it will have impact on the future depth of sewer and required easement widths. Developer should plan on providing a drainage & utility easement that would be adequate for future open trench installation. It is anticipate that the sewer future sewer line could be approximately 30 feet deep. Future sewer to be in road R/W
- The preliminary plat should be routed to Hennepin County for comment since the development 3. is requiring access from CR 90 and abuts the highway. Turn lane added. City to send to county
- The roadway profiles do not match the proposed grading contours at the high points and low 4. points in the profile. Updated.
- All applicable city standard details ands specifications should be followed for the final 5. construction plans. Noted.
- 6. Four wet retention ponds are proposed for stormwater runoff management to meet regulatory requirements. The following must be considered regarding stormwater management:

- The stormwater runoff management system must meet the requirements of the Pioneer Noted. Watershed Sarah Creek Watershed Management Commission (PSCWMC) and the City's requirements permit in progress. set forth by the NPDES MS4 permit. The PSCWMC requires proposed peak runoff rates for the 2, 10, and 100-year – 24-hour events be maintained at or below existing rates, retain a volume equal to 1.1" over the new impervious surfaces on site, and maintain proposed Total Suspended Solid (TSS) and Total Phosphorus (TP) loads to existing conditions. By meeting PSCWMC requirements, the system will meet the MS4 requirements. A stormwater runoff management plan meeting these requirements must be submitted to verify adequate siting for facilities has been provided.
 - Noted.

b. Stormwater runoff management facilities necessary for the ultimate development (street construction, driveways, buildings, etc.) should be installed with street construction to ensure all drainage ways, watersheds, and runoff management systems are constructed per the approved Stormwater Management Plan.

Preliminary Plat Application Hilltop Prairie Page 2

- 7. Final Plans should include the following: Noted.
 - a. Grading, Drainage, and Erosion Control Plan
 - b. Street Construction Plan
 - c. Landscape and Restoration Plan (including invasive species removal)
 - d. SWPPP meeting NPDES requirements
- 8. The following permits will need to be obtained and copies provided to the City conditional to City approval: Noted.
 - a. NPDES Permit for Stormwater Discharge
 - b. PSCWMC Permit
 - c. Wetland Conservation Act (WCA) Permit (MCWD and HAA are listed as the LGU)
 - d. Hennepin County, Access/Utility Permit (a turnlane may be necessary)
- 9. The applicant will be required to submit a Maintenance Agreement for all stormwater management structures and facilities. The agreement must define maintenance responsibilities following completion of project, specify types and frequencies of inspection and maintenance activities, designate who will conduct inspection and maintenance activities, and outline reporting requirements. Noted. Does City have a template?
- 10. Drainage and Utility Easements must be provided as follows: Reflected on plans.
 - a. Over all stormwater management facilities used to meet regulatory requirements.
 - b. Over all wetland and buffers.
 - c. All swales and piping providing drainage for multiple properties.
 - d. 10' along all front lot lines, side lot lines, rear lot lines, and adjacent to Development boundary.

If you have any questions or comments, please contact me to discuss.

Sincerely,

Bolton & Menk, Inc.

Andrew Budde, P.E.

Principle

78 soil borings were completed throughout the site. Seasonally saturated soils were found within 3' of the surface for all of them. Geotechnical borings show type

MEMORANDUM

TO: Mark Kaltsas, Independence City Planner/Administrator

CC: Andrew Budde, City Engineer

Shawn Bode, Public Works Supervisor

FROM: Shane Nelson, Water Resources Engineer

DATE: August 26, 2021

RE: Hilltop Prairie – Water Resources Review

We have received and reviewed the Construction Plans, dated July 14, 2021, and Stormwater Report, dated July 13, 2021, for Hilltop Prairie prepared by Otto Associates in the City of Independence and the Wetland Delineation Report, dated December 18, 2020, prepared by Braun Intertec. We would offer the following comments in regards to water resources:

Hilltop Prairie is a proposed 13 lot, 62.6-acre residential development. The existing site contains a mixture of woodland, meadow/wetland and row crops. The site is adjacent to and drains to an unnamed tributary of Pioneer Creek, located 1,500 feet to the west, is currently listed as an impaired water for E-coli downstream from Painter Lake, which is adjacent to the proposed development.

We did both an NPDES calc and a Watershed calc for the design. The pond calcs used 1" per NPDES and the volume abstraction calcs used 1.1" per Watershed requirements.

- 1. The Water quality volume for the development was calculated using 1.0" over the new impervious surfacing. Pioneer-Sarah Watershed requires 1.1" over new impervious surfacing. The Applicant shall revise the report and model accordingly.
- 2. Stormwater is proposed to be controlled by 4 NURP basins located within drainage and utility easements. The Stormwater Report includes a brief statement indicating that infiltration is infeasible, however, no supporting information has been received. Boring logs added to SWMP.
- NURP basins require skimmer structures for the discharge. The skimming device should discharge at no greater than 0.5 fps on a 2-year event or the outlet shall be submerged no less than 0.5 feet from the normal water to the crown of the outlet. Outlet details are not provided so it is unclear if this criterion is met. Outlet details (incl. skimmers) are included on Sheet 13 of construction plan set. Pond 3 is routed to Pond 4 which has a skimmer structure.
 Impervious area canulations indicate that 5.0 acres of impervious surfacing will be created as
- 4. Impervious area canulations indicate that 5.0 acres of impervious surfacing will be created as part of this development. This is expected to sufficiently cover 1.7 acres for the roadway, ~5,500 square feet for the proposed turn lane leaving 138,248 sq ft for the 13 lots. This appears to be a reasonable estimate of impervious surfaces.
- 5. The Applicant shall provide a Geotechnical Report showing depth to groundwater as well as soil types. Please provide at least 1 soil boring at the location of all stormwater basins in addition to the soil borings required by the City Engineer for the road construction.
- 6. Pond 4 discharges to a swale that discharges to the southwest into the right of way for County Road 90. The outlet for this stormwater is unclear. If there is an existing culvert under County Road 90, it shall be clearly depicted on the Preliminary Plans and also included in the stormwater model. Culvert included.

- There is a low point along the proposed Gustavus Drive located near station 17+00. The watershed map indicates this stormwater is directed to Basin #4, however, the routing is unclear. The Applicant shall clarify the stormwater flow and routing for this location and indicate if a special ditch is proposed at this location. Further, the Applicant should review the drainage arrows at this location to determine if they are indicating the correct flow direction. Revised.
- The Grading Plans do not depict any agricultural field tile. Please provide a signed statement indicating whether or not agricultural field tile is believed/known to exist. If existing, please depict on the plans. Client is working on draintile determination. Will update plans as needed.
- 9. Access routes for maintenance purposes to structures outside the right of way and inlets/ outlets at ponding areas shall be depicted on the plans. All access routes are required to have an 8% maximum grade, 2% maximum cross slope, shall be 10' wide and within an easement. Please clearly depict on the plans the maintenance route for Pond 4 and revise the Preliminary Plat to depict the easements (min 20' width). Also please clearly depict the access routes for Ponds 1, 2, and 3 on the Preliminary Plans Added access routes to Ponds 1&4. Ponds 2 & 3 have outlets adjacent to ROW.
- 10. Two (2) feet of cover is recommended over all roadway cross culverts.
- 11. Water quality calculations must be submitted to ensure that no net increase in total phosphorus and Total Suspended Solids (TSS) will result as part of the development. The Applicant shall provide a P8 or MIDS model for review. Submitted.
- 12. The Wetland Delineation Report has recently been received and is under review. Noted.
- 13. Buffer strips will need to be established as part of this project. The Preliminary Plans shall indicate an appropriate BWSR, MnDOT, NRCS, OR SWCD seed mixture for establishing buffer vegetation. Buffer signage and a buffer maintenance plan and agreement will also need to be prepared and submitted to the City and Watershed. This agreement shall cover the first two growing seasons following initial establishment to ensure proper vegetation.

 To be submitted after Watershed review.

 14. The project will require a watershed permit from Pioneer Sarah Creek Watershed Management
- Commission. In progress.
- 15. The project will require a NPDES permit (General Permit MNR100001) from the Minnesota Pollution Control Agency (MPCA). Noted.

At this time, we have not received sufficient information to confirm that this project meets City ordinances related to water resources. It is recommended that the applicant revise and resubmit addressing the comments above.

City of Independence

Consideration of Resolution Reestablishing Assessment for Property Located at 2930 Lindgren Lane

To: City Council

From: Mark Kaltsas, City Administrator

Meeting Date: March 15, 2022

Discussion:

The City recently approved the minor subdivision of 2930 Lindgren Lane and 2914 Lindgren to allow a lot line rearrangement to add property to 2914 Lindgren Lane. There is an existing deferred assessment on the 2930 Lindgren Lane Property. A question was posed to the City from the title company conduction the closing of the transaction asking if the deferred assessment would have to be paid at this time. The City does not have to collect the assessment at this time as the actual homestead and remaining property for 2930 is not being transferred and the owner would like to leave the assessment until such time as the principal homestead is sold. In order to allow this to occur and to ensure that the assessment remains on the newly redefined 2930 Lindgren Lane property, it was recommended that the City adopt a resolution recertifying the assessment and applicable interest against the newly defined 2930 Lindgren Lane property.

Recommendation:

City Council is being asked to consider approving **RESOLUTION No. 22-0315-02** confirming the deferral of special assessments on the property located at 2930 Lindgren Lane following approval of a lot line rearrangement which alters the underlying property.

Attachment: RESOLUTION No. 22-0315-02



RESOLUTION OF THE CITY OF INDEPENDENCE HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 22-0315-02

RESOLUTION APPROVING THE DEFERRAL OF SPECIAL ASSESSMENT FOR PROPERTY AT 2930 LINDGREN LANE (FORMERLY PID NO. 13-118-24-24-0031) AND REPLACING DEFERRAL OF SPECIAL ASSESSMENT BY DOCUMENT NUMBER 2892035

BE IT RESOLVED by the City Council of the City of Independence, Hennepin County, Minnesota (the "City"), as follows:

WHEREAS, the property owner of 2930 Lindgren Lane, Independence, MN, formerly PID No. 13-118-24 24-0031 (the "Property"), requested a deferral of special assessments from Levy No. 14129 and submitted an application and authorization for deferral of special assessments (the "Application and Authorization") to the City; and

WHEREAS, the City approved the Application and Authorization on November 25, 1997, and the approved Application and Authorization was filed on March 2, 1998 as Document Number 2892035; and

WHEREAS, the Application and Authorization affirms that the taxes on the property levied for collection are so deferred according to the terms of the Application and Authorization until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility; and

WHEREAS, a portion of the Property is being sold to an adjacent property owner for purposes of combination with the adjacent parcel; and

WHEREAS, after the sale of the portion of the Property and the combination of that portion into the adjacent parcel, each parcel will be assigned new parcel identification numbers; and

WHEREAS, the City has reviewed the initial Application and Authorization and the sale of the portion of the Property and considered all relevant information offered by all interested parties; and

WHEREAS, the City has determined that the special assessment against the Property, formerly PID No. 13-118-24 24-003 (New PID is not yet assigned), should continue to be deferred; and

WHEREAS, this Resolution approving the deferral of special assessments from Levy No. 14129 on the above-described property replaces the deferral of special assessment by Document Number 2892035; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INDEPENDENCE, MINNESOTA, the special assessment on the above-described property in the original amount of \$6,228.80 should continue to be deferred with interest, at the rate of 7.5% for the property at 2930 Lindgren Lane, formerly PID No. 13-118-24 24-003 (New PID is not yet assigned) is hereby approved.

This resolution was adopte	d by the City Cour	ncil of the City of Independence this 15th day o	f
March 2022, by a vote of	ayes and	nays.	
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		Marvin Johnson, Mayor	
ATTEST:			
Mark Kaltsas, City Administr	ator		